First American Title Insurance Company
Indianapolis Downtown—Corporate
251 E. Ohio Street, Suite 200
Indianapolis, IN 46204
Telephone (317) 684-7556

Subdivision Covenants and Restrictions

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys’ fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.
COVENANTS

The undersigned, LIBERTY SHORES, INC.,

owner of the real estate shown and described herein, does hereby
lay off, plat and subdivide said real estate in accordance with
the within plat.

This subdivision shall be known and designated as "WINFIELD PARK"
an addition to the City of Greenfield.

Front building setback lines are hereby established as shown on
this plat, between which lines and property lines of the streets
there shall be erected and maintained on buildings and
structures:

A perpetual easement is hereby granted to any local public
utility or municipal department, their successors and assigns,
within the area marked on the plat and marked "drainage and
utility easement (G. & U. E.)" to install, lay, construct, renew,
operate, maintain and remove conduits, cables, pipes, poles and
wires, overhead and underground, with all necessary braces, guys,
and other equipment for the purpose of serving the
anchorages and other equipment on the plat and marked "drainage and
utility easement (G. & U. E.)", but same may be used for garages, sheds,
landscape and other purposes that do not then, or later interfere with
the purposes foreseen.

This subdivision shall be subject to the following restrictions
which shall operate as perpetual covenants:

1. Drainage swales (ditches) along dedicated roadways and within
the right-of-way or on dedicated drainage easements, are not to be
covered, dug out, filled in, tiled, or otherwise changed
without the written permission of the Greenfield Board of Public
Works & Safety. Property owners must maintain these swales as
the Greenfield Board of Public Works & Safety will cause said
swales or ditches to be restored.

2. Any property owner altering, changing or damaging the
drainage swales or ditches will be held responsible for such
alterations and will be given ten (10) days notice by registered mail
to repair said damage, after which time, if no action is taken, the
property owner will be responsible for the payment of the bill for
such repairs.

3. No fence, wall, hedge, tree or other shrub planting which
reaches within eight feet of the property lines shall be planted or permitted to remain
except at the corner lot within the triangular area formed by the street
right-of-way lines and the diagonal line connecting two points
at the intersection of the property lines or the

4. The easement limitations shall apply to any lot line within
10 feet of the intersection of a street right-of-way line with
the edge of the driveway pavement.

5. All lots in this subdivision shall be designated as
residential lots.

6. No residence shall be erected, placed or permitted to remain
on any lot unless said residence shall have a ground floor area
of not less than 1,000 square feet or 840 square feet in the case
of a two-story dwelling, exclusive of porch or garage.

7. No building shall be located on any lot nearer to the front
line or nearer to the side street line than the minimum building
setback lines shown on the plat.

8. No trailer, recreational vehicle, shack, basement, garage or
other outbuildings or temporary structures shall be used for
residential purposes on any lot in the

9. No nosy or offensive trade shall be carried on upon any
lot in this subdivision or shall anything be done thereon which
may become a nuisance or annoyance to the neighborhood.

10. No swimming pools, above or below ground, shall be permitted
on any lot in this subdivision.

11. No boats, canoes, trailers or any kind, house, mobile
homes, trucks, motorcycles, automobiles, or any other vehicles of any description, shall be
parked, stored anywhere within this subdivision except that
parked or stored anywhere within an enclosed garage.

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WINFIELD PARK

COVENANTS

12. The parking of any type or kind of vehicle shall not be permissible upon the streets, other than temporary parking by guests and invitees of any owner. Except within an enclosed garage, no inoperative or unlicensed vehicle shall be parked or stored on any lot in this subdivision, or in any street or parkway parking on streets for which the City of Greenfield has passed ordinances prohibiting such.

13. Except to make it accessible for trash collection days only, it shall be stored in appropriate closed containers, all garbage, trash, or refuse shall be stored in a location other than in front of the residence.

14. Exterior satellite dishes are prohibited.

15. All residential construction must be completed within one year after the starting date, including the final grading.

16. No concrete block house shall be permitted on any lot in this subdivision.

17. In order to preserve the natural quality and aesthetic appearance of the existing geographic area within the development, any fence, light fixture or mailbox must be approved by the developer or their assigns as to size, location, height and composition before it may be installed. fencing shall not exceed six (6) feet in height. No fences shall be placed close to the front lot line than the front building line setback line.

18. All residences constructed or placed on any numbered lot in the development shall be constructed with substantiality all new materials, and no used structures shall be relocated or placed on any such lot, nor shall modular constructed structures be placed on any lot.

19. The Owner of any lot in the development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly.

20. No signs or advertisements shall be displayed or placed on any lot or structures in the development without the prior written approval of the Developer or their assigns. Garage sale and real estate "for sale" signs shall require approval of the Developer of their assigns and shall be limited to small signs attached to the primary structure on the lot.

21. No outbuildings or accessory structures shall be permitted on any lot in the subdivision.

22. All driveways shall be hard surfaced with asphalt or concrete or other surfaces approved by the developer or their assigns.

The streets with appurtenant rights-of-way, sidewalks, and street lamps, if not heretofore dedicated, are hereby dedicated to the City of Greenfield for the use and benefit of the public.

The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2013 at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the owners of the building sites covered by these covenants, or restrictions, in whole or in part. Invalidation of any of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

By its Vice President and Secretary, Liberty shores Inc. does hereby certify that it is the owner of the property described in the above caption and that as such owner, it has caused the said above described property to be surveyed and subdivided as shown on the herein attached plan, in its own free and voluntary act and deed this day of April, 1980.

By

Richard P. Small, Vice President

Norma L. Small, Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

This deed and instrument was executed by Richard P. Small, as Vice President, and Norma L. Small, as Secretary, of Liberty Shores Inc., a notary public in and for said county and State, do hereby certify that Richard P. Small and Norma L. Small, personally known to me to be the same person whose names is subscribed to the above certificate, appeared before me this day in person and acknowledged that he and she did make and execute the within instrument for the purpose therein set forth.

Given under my hand and notarial seal this 25th day of April, 1980.

By

Ann Ferraro

Notary Public

Received for taxation

1980