

ENTERED FOR RECORD

BOOK

JUN 11 1975

1131
200 5299531
RESTRICTIVE COVENANTS

OF

ANDREW'S LIBERTY MEADOWS

SUBDIVISION

CROSS REFERENCE

Marilyn Abbott
RECORDED HENDRICKS COUNTY

The owners of the real estate, a copy of the description is attached hereto, made a part hereof, hereby restrict the usage of said land and notify all future owners of said land that the following restrictive covenants will be running with the land and be a part thereof with each transfer of the real estate, to-wit:

1. LAND USE AND BUILDING TYPE. All lots in this subdivision are reserved for residential use, and no buildings other than a one family residence or structure of facility accessory in use thereto shall be erected thereon.

2. ARCHITECTURAL CONTROL. All buildings shall conform with the requirements of the Hendricks County Plan Commission.

Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

The ground floor of the main structure, exclusive of open porches and garages, shall not be less than fourteen hundred square feet, or at least nine hundred sixty square feet on the first floor of houses of more than one story.

3. TEMPORARY STRUCTURES. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot, as a residence, or for any other purpose, either temporarily or permanently. For the purposes of this covenant structures needed and used by the builders shall be allowed to remain during the building period, provided, however, that what is referred to and known as "Campers" may be permitted to remain on said lot or plot for storage or parking places, but not to be lived in. It is further stated that no junk automobiles or junk yards shall be permitted or the burning or junking of such cars or machinery.

4. OUTBUILDINGS. Any outbuildings to be constructed shall be limited to one, which shall be of good architectural design and workmanship and so constructed and placed as not to ruin the site or view of any other house on said tract owned by the undersigned, and the same shall be maintained in a good state of repair.

5. NUISANCES. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

6. GARBAGE AND REFUSE DISPOSAL. No lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept except in sanitary containers. All incinerators, or other equipment for disposal or storage of such materials shall be kept in a clean and sanitary condition, and shall not be used so as to create an offensive sight or odor.

7. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes. No dog kennels, or similar kennel, shall be permitted on any lot.

8. STORAGE TANKS. Oil or gas storage tanks shall either be buried or located within the house or garage area so that they are completely concealed from outside view.

9. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet, advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period.

10. DRAINAGE. In the event storm water drainage from any lot or lots flows across another lot, provision shall be made to permit such drainage to continue, without restriction or reduction, across the downstream lot and into the natural drainage channel or courses, even though no specific drainage easement for such flow of water is provided on said plat.

11. GROUND ABSORPTION FIELDS. All ground absorption fields, including, but not limited to, all finger systems, must be so constructed in a manner that the system shall not be closer to any drainage easement or drainage swail than ten (10) feet.

The violation of any restriction as herein enumerated shall give to the undersigned, or their successors, or any other land owner within this area purchasing real estate from the undersigned, any and all rights for injunction, damage or any other action at law which they may have to restrain and prohibit the same in keeping with the restrictions hereof.

These restrictive covenants shall remain in full force and effect until June 30, 1985. The restrictive covenants shall continue to be in full force and effect thereafter for successive periods of ten (10) years, unless they are modified or rescinded by ninety percent (90%) of the then lot owners of said real estate.

IN WITNESS WHEREOF, the undersigned have set their hands and signatures, this 4th day of June, 1975.

Raymond C. Andrews Rachel M. Andrews
Raymond Andrews Alice H. Andrews
L. R. Strickton Marian Strickton

STATE OF INDIANA)
) SS:
HENDRICKS COUNTY)

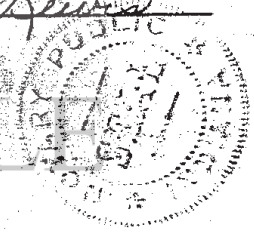
Before me, a Notary Public in and for said county and state personally appeared the above named persons and acknowledged the execution of the attached instrument as their free and voluntary act and deed.

WITNESS my hand and Notarial Seal this 4th day of June, 1975.

Margaret A. Lewis
Notary Public

My Commission Expires:
9-21-76

CHICAGO TITLE



This instrument was prepared by Thomas J. O'Brien, Attorney at Law Danville, Indiana.