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 Tharilla Abbott
 RECORDS HENDRICKS COUNTY

"Continental Estates" Restrictive Covenants

The Undersigned, James E. Welch, Inc., as owners and proprietors of "Continental Estates" located in Guilford Township, Hendricks County, Indiana do hereby this indenture, restrict and covenant the lots and other area within the boundaries in said subdivision to themselves and their grantees, assigns, successors, heirs, or legal representatives, and to any person, persons, corporations, banks and associations and/or anyone who may obtain title to said lots as to the following terms, stipulations, conditions, restrictions, and covenants to-wit:

1. Fully Protective Residential Area: The following covenants, in their entirety shall apply to all of "Continental Estates" said subdivision being located in Guilford Township, Hendricks County, Indiana.
2. Land and Building Type: No lot shall be used except for residential purposes, nor shall any lot be subdivided. No building shall be erected, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private attached garage for not more than four cars. In the event the purchaser should buy two lots with the purpose of building one single family dwelling across the center lot line, the lot line restrictions shall not apply to the boundary lines dividing any two said lots.
3. Dwelling Size: One story structures, no less than 1500 square feet in house living area and 500 square feet in garage. Two story structures shall have no less than 900 square feet, down, 800 square feet, up, and 500 square feet in garage. Tri level structures shall have no less than 500 square feet, ground level, 600 square feet, lower level, 600 square feet, upper level, and 500 square feet, garage.
4. Architectural Design and Environmental Control: No building, fence, wall, or other structure shall be erected, placed and altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structure herein and as to the building with respect to topography and finished ground elevations by an Architectural and Environmental Control Committee. Also, the proposed location of wells, septic systems, destruction of trees and vegetation and any other such matter as may affect the environment and ecology of the "Continental Estates" area shall be the proper concern of the Committee. This Committee shall be composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such design and locations, or to designate a representative with like authority. The Committee's approval, or disapproval, as required in this covenant shall be in writing. In the event that said written approval is not received from the Committee within fourteen (14) days from the date of submission, it shall be deemed that the Committee has disapproved the presented plan. Neither

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4. (continued)

the Committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

5. Building Construction: Any building, once approved and under construction, must be completed within one (1) year from the time construction was started. No building shall be on any lot nearer to the front or side property line than the minimum building set-back lines, as shown on the recorded plat.

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...Ditch Board or by any of the
...of this subdivision or any other sections of this sub-
...for the installation and the maintenance of either surface or
...drainage. To accomplish said drainage, the existing grade
...may be altered to any grade necessary. In no situa-
...shall any owner block the drainage in any manner along said
...drainage system. This covenant hereby grants the Hendricks County
...Ditch Board the authority to accept all drainage and utility easements
...for the purpose of establishing legal drain.

7. Landscaping: All non-wooded lots in this subdivision shall be improved with a minimum of three (3) deciduous type shade trees within one year of the erection of a permanent structure. All lots, whether improved or not, shall be mowed by the owner of the lot or their designated representative a minimum of once per month during the months of April through September.
8. Utility Building: A utility building may be constructed on each lot, if approved by the Architectural and Environmental Control Committee. This utility building is to be constructed in such manner as to meet the standards of construction as used in the construction of the house. The utility building shall be located behind the main dwelling and in no instance shall the utility building be located in front or at the side of the main dwelling.
9. Vehicle Parking: No vehicle shall be allowed to park on any street within said subdivision except for a reasonable length of time when the vehicle is being used for delivery or pickup purposes.
10. Businesses: No mercantile building shall be erected, built, or placed on the said described real estate, nor any business of any nature be carried on in a manufacturing, wholesaling, or retailing

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10. (continued)

nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

11. Nuisances: No noxious or offensive activity shall be carried out on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
12. Temporary Structures: No structure of a temporary character, mobile home, basement, tent, shed, garage, barn or other outbuildings shall be used upon any lot at any time as a residence, either temporarily or permanently. All dwellings must be fully completed upon the exterior before being occupied.
13. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. Said garbage, trash or other waste shall be disposed of weekly by a refuse collection service, designated by the above mentioned Architectural and Environmental Control Committee or a Home Owners Organization if established. No burning of any waste, including leaves, shall be allowed except by an indoor incinerator approved by said Committee. All equipment for the storage and disposal of rubbish shall be kept in clean and sanitary condition and shall not be so used as to create an offensive sight or odor.

14. **Animals:** No animals, livestock or poultry shall be raised, bred or kept upon any lot except dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purposes.
15. **Sewage Disposal:** No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Hendricks County Board of Health. Approval of such system shall be obtained from said authority. If, in the future, public sewage facilities are made available to the lot owners in this subdivision, each owner therein shall attach to such facilities within two (2) years of the availability date. Right of enforcement of this covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.
16. **Water Supply:** No individual water supply system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Hendricks County Board of Health. Approval of such systems shall be obtained from said authority. If, in the future, public water facilities are made available to the lot owners in this subdivision, each owner therein shall attach to such facilities within two (2) years of the availability date. Right of enforcement of this covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.

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17. **Sight Distance at Intersections:** There shall be no fences to extend beyond front line of dwelling with the one exception of split-rail for decoration use, at corners, light posts, sidewalks, etc. The possible discussion of said fence locations at discretion of the Committee. There shall not be any fences to exceed 3 ft 6 in. at property lines. This does not include fences at patio or pools.
18. **Fences:** No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hinderance or obstruction to any other property.
19. **Storage Tanks:** Oil or gas storage tanks shall be either buried or located in a house or garage area.
20. **Signs:** No sign of any kind shall be displayed to the public view upon any lot, except that one sign of not more than 5 square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Except that, any sign required by law may be displayed.
21. **Hunting or Trapping:** No hunting or trapping shall be allowed on any lot or other area within the boundaries of "Continental Estates".
22. **Enforcement:** If the parties hereto, or any of them, their heirs or assignees shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person, or persons owning any lot or lots in said subdivision to prosecute by any proceeding at law or equity the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. A violation of any restriction herein will not result in reversion or forfeiture of title.
23. **Term:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or part.
24. **Severability:** Invalidation of any one of these covenants, by court order, shall in no way, affect any of the other provisions, which shall remain in full force and effect.



James E. Welch

Before me, the undersigned, a Notary Public within and for said County and State, personally appeared, acknowledged the execution of the above and foregoing protective provisions as their voluntary act and deed.

Witness my hand and seal, this 3rd day of April, 1975.

My Commission expires November 15, 1975

Anita Jackson
Notary Public - Anita Jackson



Note:

In the event of a Corporation the following wording will be used in a notary statement.

For and on Behalf of said Corporation:

It shall be fully understood between all parties involved in purchase, building or selling of properties in "Continental Estates", there shall be a Building Committee composed of five (5) members, of which three (3) members must meet and pass judgment as to plans, specifications and proper elevations. The present Committee members are:

- James E. Welch - Developer
- Phyllis Welch
- Robert Welch
- Richard E. Wilson - Builder

One (1) member to be named at a later date.

All decisions to be made and decided upon within seven (7) days.