



Chicago Title Insurance Company
Indianapolis Metro Offices
Telephone (317) 684-3800



COVENANTS AND RESTRICTIONS

FOREST GLEN

(Hancock County, IN)

The materials made available here are for general information only and should NOT be relied upon for making any major or final decisions with respect to any of the properties referenced.

The most current and up-to-date copies of Covenants, Restrictions or other Data relative to any property should be obtained from the current governing body of the Subdivision (generally the Home Owner's Association) if applicable. Chicago Title makes NO representations or warranties with respect to any of the materials contained herein.

DOS=8-21-09

92-7295

1992

FOREST GLEN CITY OF GREENFIELD RESTRICTIVE

PLAT

DEED OF DEDICATION: We, the undersigned, John Rusher and Dick Bonne, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided, and hereby lay off and subdivide, said real estate in accordance with the within plat. We do further certify that this plat is made and submitted with our free consent and desires.

This subdivision shall be known and designated as FOREST GLEN, an addition to the City of Greenfield, Indiana. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

The express purpose of this plat is to subdivide the above property into lots in order to create more suitable sites for development.

The official zoning regulations now in effect or as the same may be amended, from time to time, changed or amended, applicable to the area within which the subdivision is located, shall be observed.

There is hereby created an easement within all areas designated herein as "DRAINAGE AND UTILITY EASEMENT" for the installation and maintenance of all utilities, including without limitations, electricity, telephone services, utilities or services that may, in the future, be engaged or caused to be installed by the developer, its successors, or assigns, and or the owners of the property within the subdivision; such easement being in favor of the utility or service companies duly authorized to do business within and franchised for, designated as "DRAINAGE AND UTILITY EASEMENT" but same may be used for garden, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses or rights herein described.

1. **LAND USE:** No lot herein shall be used for other than residential purposes. No residence shall be erected, altered, placed upon, or permitted to remain on any lot other than a single family dwelling. No lot shall be used as a public thoroughfare, unless condemned by a public authority. Lots, after purchase, shall be kept in a presentable condition. Grass shall be mowed on a regular basis. Trash, debris, and other objectionable materials shall not be allowed to accumulate on any lot, regardless of whether a dwelling exists thereon. Owners who fail to comply with these requirements shall be subject to appropriate legal action.

2. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot.

3. **TEMPORARY STRUCTURES:** No structure of a temporary character, mobile home, boat, basement, tent, shack, garage, barn, or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanent.

BUCKLEY & ASSOCIATES
Engineers and Land Surveyors
P. O. Box 12 303 W. Main St.
Knightstown, Ind.
Tel. 317-345-5943

DULY ENTERED
FOR TAXATION

JUL 28 1992

Marilopa W. Buntz
Auditor of Hancock County

FOREST GLEN SUBDIVISION
CITY OF GREENFIELD, INDIANA 46034
RESTRICTIVE COVENANTS

John A. Gibson
1992 JUN 12 10 30

Rusher and Dick Bonne,
herein, do hereby certify
and hereby lay off and
the within plat. We do
acted with our free consent

FOREST GLEN, an addition
and alleys shown and not
public.

the above property into
development.

or as the same may be
applicable to the area
reserved.

as designated herein as
and maintenance of all
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"EASEMENT" but same may
or purposes that do not
rights herein described.

other than residential
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family dwelling. No lot
condemned by a public
presentable condition.
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accumulate on any lot,
owners who fail to comply
late legal action.

shall be carried on upon

erary character, mobile
or other outbuilding,
either temporarily or

4. **OUTBUILDINGS:** Outbuildings of one story, limited to 10'x10' or 8'x12' in size, may be constructed so long as they are of quality construction and present an appearance which enhances the neighborhood. Swimming pools, if permitted, shall be enclosed by a fence adequate to prevent easy access. Outbuildings, satellite dishes, and swimming pools shall be restricted to the rear yard.

5. **DWELLING QUALITY AND SIZE:** All dwellings shall be of new construction and shall be constructed of good grade materials and with the best of construction practices. No dwellings shall have less than 1000 square feet of floor space, exclusive of garage.

6. **FENCES:** No fence more than 3.5 feet in height shall project into the front setback lines shown on this plat. Any fence erected shall enhance the appearance of the neighborhood and shall be adequately constructed. No fence shall be constructed across any drainage or utility easement.

7. Electrical services shall be restricted to single phase 240 volt.

8. No animals, livestock, or poultry of any kind shall be bred or kept on any lot, except dogs, cats, or other household pets may be kept, provided that they are not kept or maintained for commercial purposes.

9. The foregoing covenants may be enforced jointly or severally by any owner within the Forest Glen Subdivision.

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, 2010 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 then owners of the building sites covered by these covenants in whole or in part. Invalidity of any one of the foregoing covenants by judgment or court order shall in no way affect any other covenants which shall remain in full force and effect.

921245

RECORDED

MAY 28 P 3

FOREST GLEN SUBDIVISION CITY OF GREENFIELD, INDIANA

425658

RECORD

RESTRICTIVE COVENANTS

SKED OF REVISION: We, the undersigned, John Risher and Dick Boone, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided, and hereby lay off and subdivide, said real estate in accordance with the within plat. We do further certify that this plat is made and submitted with our fee consent and desires.

This subdivision shall be known and designated as **FOREST GLEN**, an addition to the City of Greenfield, Indiana. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

The express purpose of this plat is to subdivide the above property into lots in order to create more suitable sites for development.

The official zoning regulations now in effect or as the same may be amended, from time to time, changed or amended, applicable to the area within which the subdivision is located, shall be observed.

There is hereby created an easement within all areas designated herein as **DRAINAGE AND UTILITY EASEMENT** for the installation and maintenance of all utilities, including without limitation, electric, telephone, gas, water, sewer, or other services, that may, in the future, be engaged or caused to be installed by the developer, its successors, or assigns, and for the owners of the property within the subdivision; such easement being in favor of the utility or service companies duly authorized to do business within and franchised for, designated as **"DRAINAGE AND UTILITY EASEMENT"** but same may be used for garden, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses or rights herein described.

1. LAND USE: No lot herein shall be used for other than residential purposes. No residence shall be erected, altered, placed upon, or permitted to remain on any lot other than a single family dwelling. No lot shall be used as a public thoroughfare, unless condemned by a public authority. Lots, after purchase, shall be kept in a presentable condition. Grass shall be mowed on a regular basis. Trash, debris, and other objectionable materials shall not be allowed to accumulate on any lot. The responsibility of whether a dwelling exists hereon. Owners who fail to comply

"DRAINAGE AND UTILITY EASEMENT" for the installation and maintenance of all utilities, including without limitation, electric, telephone, gas, water, sewer, or other services, that may, in the future, be engaged or caused to be installed by the developer, its successors, or assigns, and for the owners of the property within the subdivision; such easement being in favor of the utility or service companies duly authorized to do business within and franchised for, designated as **"DRAINAGE AND UTILITY EASEMENT"** but same may be used for garden, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses or rights herein described.

4. OUTBUILDINGS: Outbuildings of one story, in size, may be constructed so long as they are present an appearance which enhances the neighborhood. Outbuildings, satellite dishes, and swimming pools shall be enclosed by a fence adequate to the rear yard.

5. DWELLING QUALITY AND SIZE: All dwellings shall be constructed of good grade material and shall be constructed of good grade material and shall be constructed of good grade material and shall be constructed of good grade material. No dwellings shall have of floor space, exclusive of garage.

6. FENCES: No fence more than 3.5 feet in height shall be constructed across any drainage easement. The appearance of the neighborhood and shall be maintained in a presentable condition.

7. Electrical services shall be restricted to 110 volts. No animals, livestock, or poultry of any kind shall be kept on any lot, except dogs, cats, or other household pets that they are not kept or maintained for commercial purposes. The foregoing covenants may be enforced by the owner within the Forest Glen Subdivision.

8. FENCES: No fence more than 3.5 feet in height shall be constructed across any drainage easement. The appearance of the neighborhood and shall be maintained in a presentable condition.



...materials shall not be allowed to accumulate on any lot, ... whether a dwelling exists thereon. Owners who fail to comply ...

DRAINAGE AND UTILITY REQUIREMENTS: All ... shall be installed within all ... for the installation and maintenance of all ... including without limitation, electricity, telephone services, ... installed by the developer, its successors, or assigns, and it is the ... of the property within the subdivision; such easement being in favor of the owners ... utility or service companies duly authorized to do business within and ... franchised for, designated as "TRAINING AND UTILITY easement" but same ... be used for gardens, shrubs, landscaping, and other purposes that do not ... then or later interfere with the aforesaid uses or rights herein described.

1. LAND USE: No lot herein shall be used for other than residential purposes. No residence shall be erected, altered, placed upon, or permitted to remain on any lot other than a single family dwelling. No lot shall be used as a public thoroughfare, unless condemned by a public authority. Lots, after purchase, shall be kept in a presentable condition. Signs shall be moved on a regular basis. Trash, debris, and other objectionable materials shall not be allowed to accumulate on any lot, regardless of whether a dwelling exists thereon. Owners who fail to comply with these requirements shall be subject to appropriate legal action.

2. NUISANCES: No noxious or offensive activity shall be carried on upon any lot.

3. TEMPORARY STRUCTURES: No structure of a temporary character, mobile home, boat, basement, tent, shack, garage, barn, or other outbuilding, shall be used on any lot as any time as a residence, either temporarily or permanent.

6. FENCES: No fences more than 3.5 feet in height shall be constructed across any drainage easement or front setback lines shown on this plat. Any fence shall be constructed across any drainage easement or front setback lines shown on this plat. Any fence shall be constructed across any drainage easement or front setback lines shown on this plat. Any fence shall be constructed across any drainage easement or front setback lines shown on this plat.

7. Electrical services shall be restricted to ...

8. No animals, livestock, or poultry of any kind shall be kept on any lot, except dogs, cats, or other household pets that they are not kept or maintained for commercial purposes.

9. The foregoing covenants may be enforced by any owner within the Forest Glen Subdivision.

The foregoing covenants are to run with the land and bind all parties and all persons claiming under them for successive periods of ten (10) years unless majority of the then owners of the building covenants in whole or in part. Invalidation of covenants by judgment or court order shall in no way affect the validity of the covenants which shall remain in full force and effect.

Front building setback lines are hereby established between which line and property line of the street or maintained no buildings or structures. No permits are to be erected or maintained upon said streets lots in this subdivision shall take their titles from the owners of other lots in this subdivision.

The right to enforce these provisions by injunction shall be reserved to the several owners of the public, and reserved to the several owners of the subdivision, and to their heirs and assigns.

DUES PAID FOR TAXATION

JUL 28 1992

Manly & Co.
Member of the Board of Assessors

BUCKLEY & ASSOCIATES
Engineers and Land Surveyors
P. O. Box 12 303 W. Main St.
Knights town, Ind.
Tel. 317-345-5943

other than a single family dwelling. No lot thoroughfare, unless condemned by a public case, shall be kept in a presentable condition on a regular basis. Trash, debris, and other

casement within all areas designated herein as "T" for the installation and maintenance of all limitations, electricity, telephone services, etc., in the future, be engaged or ceded to be its successors, or assigns, and or the owners of the subdivision, such asement being in favor of the owner and shall be deemed to be business within and a duly authorized to do business within and a "DRAINAGE AND UTILITY EASEMENT" but same may landscaping, and other purposes that do not the aforesaid uses or rights herein described.

ain shall be used for other than residential shall be erected, altered, placed upon, or not other than a single family dwelling. No lot thoroughfare, unless condemned by a public case, shall be kept in a presentable condition, on a regular basis. Trash, debris, and other shall not be allowed to accumulate on any lot, litter exists thereon. Owners who fail to comply shall be subject to appropriate legal action.

or offensive activity shall be carried on upon

No structure of a temporary character, mobile shack, garage, berth, or other outbuilding, any time as a residence, either temporarily or

PAID BY EMERSON
FOR TAXATION

JUL 28 1957

W. H. ...
Auditor of Finance

SSOCIATES
and Surveyors
103 W. Main St.
Wm, Ind.
45-5943

9. The foregoing covenants may be enforced jointly or severally by any owner within the Forest Glen Subdivision.

8. **FENCES:** No fence more than 3.5 feet in height shall project into the front setback lines shown on this plat. Any fence erected shall enhance the appearance of the neighborhood and shall be adequately constructed. No fence shall be constructed across any drainage or utility easement.

7. Electrical services shall be restricted to single phase 240 volt.

8. No animals, livestock, or poultry of any kind shall be bred or kept on any lot, except dogs, cats, or other household pets may be kept, provided that they are not kept or maintained for commercial purposes.

9. The foregoing covenants may be enforced jointly or severally by any owner within the Forest Glen Subdivision.

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, 2010 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 then owners of the building sites covered by these covenants in whole or in part. Invalidation of any one of the foregoing covenants by judgment or court order shall in no way affect any other covenants which shall remain in full force and effect.

Front building setback lines are hereby established as shown on this plat. between which line and property line of the streets there shall be erected or maintained no buildings or structures. No part of other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the owners of other lots in this subdivision.

The right to enforce these provisions by injunction, together with the right of access 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.

SLIDE 82 INST NO. 92-5659

FOREST GLEN SUBDIVISION CITY OF GREENFIELD, INDIANA RESTRICTIVE COVENANTS

John H. Allen
RECORDED
FEB JUN 12 P 3 34

the undersigned, John Easher and Dick Soume, shown and described herein, do hereby certify, and subdivided, and hereby lay off and set, in accordance with the within plat. We do hereby certify that the within plat is made and submitted with our fee consent.

and designated as FOREST GLEN, an addition to the City of Greenfield, Indiana. All streets and alleys shown and not hereby dedicated to the public.

plat is to subdivide the above property into suitable sites for development. The plat is hereby laid out and the same may be changed or amended, applicable to the area is located, shall be observed.

within all areas designated herein as "EASEMENTS" for the installation and maintenance of all utility lines, electric, telephone, gas, or other, in the future, be engaged or caused to be engaged by its successors, or assigns, and in the event of any subdivision, such easement being in favor of the subdivision, shall be deemed to be a part of the "EASEMENTS AND UTILITY EASEMENTS" but shall not be subject to any other purposes that do not conflict with the uses or rights herein described.

shall be used for other than residential purposes, shall be erected, altered, placed upon, or removed, or other than a single family dwelling. No lot or other than a single family dwelling, no lot or other than a single family dwelling, shall be kept in a presentable condition on a regular basis. Trash, debris, and other refuse shall be removed from the premises.

4. **OUTBUILDINGS:** Outbuildings of one story, limited to 16'x12' or 8'x12' in size, may be constructed so long as they are of quality construction and present an appearance which enhances the neighborhood. Swimming pools, if permitted, shall be enclosed by a fence adequate to prevent easy access. Outbuildings, satellite dishes, and swimming pools shall be restricted to the rear yard.

5. **PERMANENT QUALITY AND SIZE:** All dwellings shall be of new construction and shall be constructed of good grade materials and with the best of construction practices. No dwelling shall have less than 1000 square feet of floor space, exclusive of garage.

6. **FENCES:** No fence more than 3.5 feet in height shall project into the front setback lines shown on this plat. Any fence erected shall enhance the appearance of the neighborhood and shall be adequately constructed. No fence shall be constructed across any drainage or utility easement.

7. **Electrical services** shall be restricted to single phase 240 volt.

8. No animals, livestock, or poultry of any kind shall be bred or kept on any lot, except dogs, cats, or other household pets may be kept, provided that they are not kept or maintained for commercial purposes.

9. The foregoing covenants may be amended jointly or severally by any owner within the Forest Glen Subdivision.

CABINET 6 SLIDE 83 INST. NO. 92-5659

925659

FOREST GLEN SUBDIVISION CITY OF GREENFIELD, INDIANA RESTRICTIVE COVENANTS

FILE RECORD

In witness whereof, John Rubor and Dick Bomb, have caused these presents to be signed this 17 day of June, 1922

John Rubor
John Rubor
Dick Bomb
Dick Bomb

PLANNING COMMISSION STAFF CERTIFICATE: The Greenfield City Plan Commission staff has reviewed the application for this subdivision with the standards fixed in the subdivision with the provisions of the Indiana Advisory Plan hereby certifies that this plat meets all of the code of ordinances of Greenfield, Indiana Greenfield City Plan Commission Staff

Thomas B. Hedges
Building Inspector at Greenfield, IN
Dated: June, 1922

COMMISSION CERTIFICATE FOR PRIMARY APPROVAL: The Indiana Advisory Planning Law, IC 35-2-1-1, and act's amendatory thereto, adopted by the City Council, this plat was approved by the City Plan Commission as follows:

Approved by the Greenfield City Plan Commission
September 25, 1921
Greenfield City Plan Commission

John Rubor
President

State of Indiana
County of Greene
Before me the undersigned Notary Public, in and for the County and State, personally appeared John Rubor and Dick Bomb, each separately and severally acknowledged the execution of the foregoing instrument as his voluntary act and deed for the purposes therein expressed.

Witness my hand as notarial seal this 17 day of June, 1922.

John Rubor
Notary Public
My Commission Expires: 12-7-23

COMMISSION FOR SECONDARY APPROVAL: Under and

the Indiana Advisory Planning Law, IC 35-2-1-1, and act's amendatory thereto, adopted by the City Council, this plat was approved by the City Plan Commission as follows:

State of Indiana
County of Greene
Before me the undersigned Notary Public, in and for the County and State,

State of Indiana
County of Madison

Before me the undersigned Notary Public in and for the County and State, personally appeared John Rumber and Dick Rumber, each separately and severally acknowledged the execution of the foregoing instrument as his voluntary act and deed for the purposes therein expressed.

Witness my hand and notarial seal this 17th day of July, 1952.

John Rumber
Notary Public

Resident of Greenfield County
My Commission Expires: 12-22-52

BANKING SOIL AND WATER CONSERVATION DISTRICT CERTIFICATE: As provided in the local soil and water conservation district program and authorized under State of Indiana enabling legislation, the Board of Supervisors have reviewed the plat and plans for FOREST GLEN, an addition to the City of Greenfield, Indiana. It has been determined that the plat and plans have incorporated adequate measures for water disposal and/or erosion control for the soil conditions present.

Certified at a meeting held on the 8 day of July, 1952.

Edward M. Hendricks
Chairman

Caroline Blue
Secretary

FILED
FOR TAXATION

JUL 28 1952

Monroe & Bunker
Notaries at Indiana

BUCKLEY & ASSOCIATES
Engineers and Land Surveyors
P. O. Box 12 303 W. Main St.
Knightstown, Ind.
Tel. 317-545-5943

The Indiana Advisory Planning Law, IC 38-7-1 Assembly of the State, and acts amendatory adopted by the City Council, this Plat was approved by the City Council, this Plat was approved by the Greenfield City Plan Commission as follows:

Approved by the Greenfield City Plan Commission September 27, 1951.

Greenfield City Plan Commission
John Rumber
President

COMMISSION FOR SECONDARY APPROVAL: Under authority of the Indiana Advisory Planning Law, IC 38-7-4, enacted by the State, and all acts amendatory thereto, and a City Council, this Plat was given secondary Commission as follows:

Approved by the Greenfield City Plan Commission June 7, 1952.
Greenfield City Plan Commission
John Rumber
President

BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATE: This Plat was approved by the Board of Public Works and Safety of the City of Greenfield, Indiana, at a meeting held on the 17th day of July, 1952.

John Rumber
Chairman

Rec

Resident of Harvest County
My Commission Expires: 12-7-22

Notary Public, in and for the County and State,
Fisher and Dick Boone, each separately and
execution of the foregoing instrument as his
the purposes therein expressed.

Personal seal this _____ day of _____

Resident of Greenfield County
My Commission Expires: 12-7-22

CONSERVATION DISTRICT CERTIFICATE: As provided in
preservation district program and authorized under
legislation, the Board of Supervisors have
for FOREST GREEN, in addition to the City of
has been determined that the plat and plans have
need for water disposal and/or erosion control
sent.

ing held on the _____ day of _____

Carroll
Secretary

DUESY ENTERED
FOR TAXATION

JUL 28 1982

Monaghan & Associates
Notaries in various counties

SSOCIATES
and Surveyors
3 W. Main St.
m, Ind.
5-5943

Dick Boone
President

COMMISSION CERTIFICATE FOR SECONDARY APPROVAL: Under authority provided by the Indiana
the Indiana Advisory Planning Law, IC 36-7-4, enacted by the General Assembly of the
Assembly of the state, and acts amendatory thereto, and an ordinance adopted by the
approved by the City Council, this plat was given primary approval by the
City Plan Commission as follows:

Approved by the Greenfield City Plan Commission at a meeting held
September 22, 1981

Greenfield City Plan Commission

Dick Boone
President

COMMISSION FOR SECONDARY APPROVAL: Under authority provided by the Indiana
Advisory Planning Law, IC 36-7-4, enacted by the General Assembly of the
state, and all acts amendatory thereto, and an ordinance adopted by the
City Council, this plat was given secondary approval by the City Plan
Commission as follows:

Approval by the Greenfield City Plan Commission at a meeting held
August 1, 1981

Greenfield City Plan Commission

Dick Boone
President

BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATE: This plat was given approval
by the Board of Public Works and Safety of the City of Greenfield, Indiana,
at a meeting held on the _____ day of _____

Keith J. McClure
City Clerk
Patricia Connor
Recording Secretary

SLIDE 83 INST NO. 92-5659

FOREST GLEN SUBDIVISION CITY OF GREENFIELD, INDIANA RESTRICTIVE COVENANTS

Jack E. B. H. H.
RECORDS - INDEXER
#92 JUN 12 P 3 34

925659

Myself and Dick Boone, have, crossed these presents
day of _____

Dick Boone
Dick Boone

PLAN COMMISSION STAFF CERTIFICATE: The Greenfield City Plan Commission staff has reviewed the application for this plat for technical conformity with the standards fixed in the subdivision control code, in accordance with the provision of the Indiana Advisory Planning Law, IC 36-7-4-106, and hereby certifies that this plat meets all of the minimum requirements in the code of ordinances of Greenfield, Indiana.

Greenfield City Plan Commission Staff

927295

Thomas B. Haddock
Holding Inspector of Greenfield, IN
Dated: June, 1992

CURSION CERTIFICATE FOR PRIMARY APPROVAL: Under authority provided by the Indiana Advisory Planning Law, IC 36-7-4, enacted by the General Assembly of the state, and acts amendatory thereto, and an ordinance adopted by the City Council, this plat was given primary approval by the City Plan Commission as follows:

Approved by the Greenfield City Plan Commission at a meeting held September 27, 1992
Greenfield City Plan Commission

Dale H. H.
President

Secretary Public, in and for the County and State,
Boyer and Dick Boone, each separately and
in execution of the foregoing instrument as his
the purposes therein expressed.

Witness my seal this _____ day of _____

Resident of Greenfield County
My Commission Expires: 12-31-1993