

ENTERED FOR RECORD

BOOK 81 SEP 24 1979

GREEN HILLS ESTATES — SECTION TWO

BOOK 81 PAGE 168

Marille Abbott
RECORDS HENDRICKS COUNTY

DECLARATION OF COVENANTS

6641

The undersigned, Roland L. Barker and Gloria K. Barker contract purchasers and Timothy W. Thompson and Edith Emily Thompson, as owners and proprietors of "Green Hills Estates — Section Two", Hendricks County, Indiana does hereby this indenture, restrict and covenant the lots in said subdivision to himself and his grantees, assigns, successors, heirs, or legal 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 "Green Hills Estates-- Section Two". Said subdivision being located in Hendricks County, Indiana.
2. LOT USE: No portion of said real estate shall be used for any purpose other than single family residential dwelling, nor shall any lot be further subdivided.
3. BUILDING LOCATION: No building shall be located on any lot nearer to the front property line than the minimum building setback line, as shown on the recorded plat. No building shall be located nearer than 10 feet to an interior lot line.
4. DWELLING SIZE: The ground floor area of the main structure, exclusive of one story porches and garages shall not be less than 1600 square feet in the case of a one story structure, nor less than 1000 square feet in the case of a multiple story structure, with no less than 2000 square feet of finished floor area in such multiple story structure. Two car attached garages are required.
5. ARCHITECTURAL DESIGN: No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building 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 elevation, by a committee composed of the undersigned owner of the herein described real estate, or by his duly authorized representatives. In the event to 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 location, or to designate a representative with like authority. If the committee fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. Neither the committee nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.
6. STORAGE BUILDINGS: A storage building may be erected on each lot. The storage building shall be approved by the Architectural Committee before construction begins.

7. FENCES: No fence shall be erected on or along any lot lines, 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. No fence shall be erected between the front property lines and the building setback line other than a fence of a decorative nature not exceeding three (3) feet six (6) inches in height.
8. STORAGE TANKS: Oil or gas storage tanks shall be either buried or located in a house or a garage area, such that they are completely concealed from the outside view.
9. SIGNS: No signs of any kind shall be displayed to the public view upon any lot, except one sign of not more than 5 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. Except than, any sign required by law may be displayed.
10. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted or remain on any corner lot within the triangular area formed by the street property lines, and a line connecting them at points 25 feet from the intersections of the street line, or in case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley placement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight line.
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. No animals, livestock or poultry shall be raised, bred or kept upon any lot except dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
14. 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. Household trash, or garbage shall not be burned at any time.

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 disposal facilities are made available to the lots 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 system 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.
17. **CRAWL SPACE, PERIMETER, ROOF AND BASEMENT DRAINS:** All crawl space and perimeter drains shall be connected to the subsurface drain tees. No crawl space or perimeter drain shall be constructed in such a manner as to allow any water to drain onto the street or swale. Roof drains and /or basement drains shall not be connected to the subsurface drain or to any drain that is connected to the subsurface drain.
18. **DRAINAGE AND UTILITY EASEMENTS:** The strips of ground marked drainage and utility easements are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, line and wires, subject at all times to the proper authorities and to the easements herein granted and reserved.

The drainage easements may be used by the proper authorities including the Hendricks County Ditch Board or by any of the several owners of this subdivision or any other sections of this subdivision for the installation and the maintenance of either surface or subsurface drainage. To accomplish said drainage, the existing grade of said easement may be altered to any grade necessary. In no situation shall any owner block the drainage in any manner along said drainage swales.

This covenant hereby grants the Hendricks County Ditch Board the authority to accept all drainage and utility easements for the purposes of establishing a legal drain.
19. **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 against 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 of any restriction herein will not result in reversion or forfeiture of title.

20. 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 25 years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

21. SEVERABILITY: Invalidation of any one of these covenants, by court order, shall in no ways, affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF: The said parties as owners and proprietors of the above described subdivision has hereunto set his hand and seal this the 17 day of Sept, 1979.

Roland L. Barker
Roland L. Barker

Gloria K. Barker
Gloria K. Barker

Timothy W. Thompson
Timothy W. Thompson

Edith Emily Thompson
Edith Emily Thompson

STATE OF INDIANA)S
COUNTY OF HENDRICKS)S

Before Me, the Undersigned, A Notary Public within and for said County, and State, personally appeared Roland L. Barker and Gloria K. Barker contract purchasers and Timothy W. Thompson and Edith Emily Thompson, as owners and proprietors of the above described subdivision acknowledged the execution of the above and foregoing Protective Covenants as their Voluntary Act and Deed.

Witness My Hand and Seal This 17 day of Sept 1979.

My Commission expires 2-8-82

Donald P. Marshall
Notary Public

Hendricks
County of Residence