

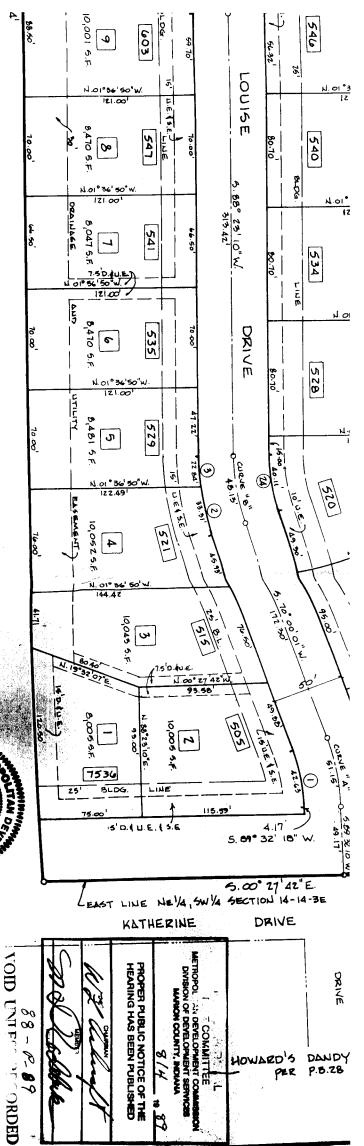
ELIGNITUMORAGIE NOSEBSOR

DIWITSAN

BEFORE -

10-12-90

890075695



PERRY TOWNSHIP, MARION CO., IND.

51856

4.17' 5. 89° 32' 18" W.

15" O. J. U. E. & S. E.

(UNPLATTED)

ECHANTONNER HARSESCOR

I, THE UNDERSIGNED, DO HEREBY CERTIFY THE ATTACHED PLAT TO BE TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, REPRESENTING A SUBDIVISION OF:

CK

undersigned, the SSD DEVELOPMENT CORP., an Indiana The undersigned, the SSD DEVELOPMENT CORP., an Indiana Corporation, hereby make, plat and subdivide, lay off and dedicate said described real estate into lots and streets in accordance with this certified plat, which addition shall be known as HICKORY PARK, Section I, Marion County, Indiana. That the streets as shown on the attached plat are hereby dedicated to public use and that all of the lots contained in the above plat or any portion thereof shall be subject to the following restrictions. Which restrictions shall be following restrictions, which restrictions shall be 89007568 considered and hereby declared to be covenants running with the land, which said restrictive covenants are as follows, to-

There are strips of ground as shown on the plat marked drainage and/or utility easements which are reserved as easements for the use of the municipality in which this addition is located and public utility companies for the installation, maintenance, use, repair and removal of water mains, gas mains, utility poles, wires and other facilities and utilities necessary or incident to the common welfare and the use and occupancy of residential purposes of the houses to be erected in this addition. No buildings or other structure except walks or driveways shall be erected or maintained upon, over, under or across any such utility strips for any use except as set ground as shown on the plat marked be erected or maintained upon, over, under or any such utility strips for any use except as set herein and owners in this addition shall take title land contained in such utility strips subject to shall be erected across any such u

to the land contained in such utility strips subject to the perpetual easements hereby reserved.

(A) Drainage Easements (D.E.):-are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction on any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent er. Said areas are subject reconstruction to any ex construction on or reconstruction to any time to obtain adequate drainage at any time

necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.

(B) Sewer Easements(S.E.):-are created for the use of the local, governmental agency having jurisdiction over local, governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.

(C) Utility Easements(U.E.):-are created for the use of including companies, not including companies, for the installation of transportation companies, for the installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer easements.

(D) The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other

title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this addition to said easement herein granted for ingress and egress in, along, and through the strips of ground for the purposes herein stated.

2. (A) Definitions-"Side line" means a lot boundary that extends from the road on which a lot abuts to the extends from the road on which a lot abuts to the rear line of said /lot. "Rear line" means the lot boundary line that is farthest from and substantially boundary line that is farthest from the lot abuts, except that on corner lots, it may be determined from either abutting road. abutting road.

(B) Front Yards-The front building setback lines shall be

(B) Front Yards-The front building setback lines shall be as set forth upon this plat of the Development.
(C) Cul-De-Sacs-If a particular lot abuts on a cul-desac, the front building setback line shall be as shown on the plat of that lot.
(D) Side Yards-The side vard setback lines shall not be less than apprepate of sixteen (ID) feet, provided, however, no side vard shall be less than six (b) feet from the side lines of the lot.

common welfare and the use and occupant.

Purposes of the houses to be erected in this addition. No buildings or other structure except walks or driveways shall be erected or maintained upon, over, under or across any such utility strips for any use except as set forth herein and owners in this addition shall take title to the land contained in such utility strips subject to the perpetual easements hereby reserved.

(A) Drainage Easements (D.E.):-are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the contents.

paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system: and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction on any improvement. nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over

necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.

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(D) The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this addition to said easement herein granted for ingress and egress in, along, and through the strips of ground for the purposes herein stated.

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line" means a lot boundar road on which a lot abuts d lot. "Rear line" means t from the ne of sai extends means the lot extends from the fold. "Rear line" means the lot rear line of said flot. "Rear line" means the lot boundary line that is farthest from and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either

(B) Front

(C) Cul-De-Sacs-If

parallel to, the rods that on corner lots, it may be determined from either abutting road.

Front Yards-The front building setback lines shall be as set forth upon this plat of the Development. Cul-De-Sacs-If a particular lot abuts on a cul-desac, the front building setback line shall be as shown on the plat of that lot.

Side Yards-The side vard setback lines shall not be less than apprepate of sixteen (10 feet, provided, however, no side yard shall be less than six (5) feet from the side lines of the lot.

Rear Yards-Rear setback lines shall be at least

nom the side lines of the lot.

(E) Rear Yards-Rear setback lines shall be at least twenty (20) feet from the rear lot line, excepting in the case of water frontage lots where setbacks shall be as set forth upon this plat of the development, we lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted on any lot other than as stated under the D-3 zoning as specified in the Marion County Joning Ordinance as specified and presently in effect in Marion County, Indiana. No multi-family dwellings or suplexes shall be erected, placed or permitted on any lot.

Indiana. No multi-family dwellings or duplexes shall be erected, placed or permitted on any lot. No building shall be located on any lot nearer to the property line than the minimum building setback lines shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building or a lot to encreach upon another lat

a building or a lot to encreach upon another lot.

No building or structure of any kind, including additions, alterations, fences, screens, and walls shall No building or stroadditions, alterations, additions, alterations, fences, screens, and Walls Shall be erected or altered on the property until the plans and be erected or altered on and plot plan thereof in detail specifications, location and plot plan thereof in detail be erected of attention and plot plan thereof in detail specifications, location and plot plan thereof in detail specifications, location and approved and to scale, shall have been submitted to and approved by the undersigned in writing before any construction had by the undersigned in writing before any construction of begun. The plans and specifications of and location of all construction shall be in compliance with the building, plumbing and electrical requirements of all building, plumbing and electrical requirements of all all construction shall be in compliance with the building, plumbing and electrical requirements of all applicable regulatory codes. Refusal or approval of plans and specifications, location and plot plan by the undersigned may be based on any ground including purely aesthetic grounds in the sole and absolute discretion of the undersigned. The undersigned shall not be responsible for any structural defects in such plans or specifications or in any building of structure erected according to such plans and specifications.

89007

HICKORY PARK

ELOPMENT CORP., an Indiana nd subdivide, lay off and a into lots and streets in t, which addition shall be I, Marion County, Indiana. e attached plat are hereby 1 of the lots contained in of shall be subject to the be covenants running with enants are as follows, to-

s shown on the plat marked ents which are reserved as municipality in which this utility companies for the , repair and removal of ity poles, wires and other ssary or incident to the coccupancy of residential erected in this addition. except walks or driveways upon, over, under or for any use except as set addition shall take title . for utility strips subject to eserved.

are created to and local storm drainage, equate underground conduit, · subdivision and adjoining inage system; and it shall bility of the lot owner to ross his own lot. Under no easement be blocked in any or reconstruction on any grading restrict the water grading restrict the water of areas are subject to ruction to any extent ate drainage at any time by having jurisdiction over tof the subdivision.

created for the use of the having jurisciction over ste disposal system of said nated to serve the addition allation and maintenance of Each owner of said system. Each owner of any public sanitary sewer

created for the use of aries, not including for the installation of cables as well as for the of sewer easements.

in this addition shall shts of public utilit shts of public utilities, d the rights of the other ion to said easement herein ress in, along, and through a purposes herein stated. which a lot boundary that which a lot abuts to the "Rear line" means the lot eans hest from and substantially wrich the lot abuts, except w be determined from either No structure of a temporary nature, outbuilding of any kind not attached to the main residence, including, but not necessarily limited to any trailer, tent, basement, space, garage, barn, dog house, or other outbuilding shall be constructed, moved onto or used on any lot at any time. for any purpose. Mini barns must be approved any time, for any purpose. Mini barr by the Architectural Control Committee. Mini barns must be approved

No single story dwelling shall have a ground floor area less than 1,200 square feet and no two story dwelling shall have a ground floor area less than 800 square feet. No

a two car attached

Each dwelling shall have at least a two car attached garage. Open sided carports are specifically prohibited. All drives into these lots shall be hard surfaced and constructed in a manner befitting the other lots in the

neighborhood. 10. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building setback line, and in no case shall be greater than three and one-half (3.5) feet in height. Approval shall wall shall be erected, placed or altered on provided in part six (6). No fence of any nature shall be erected within the boundaries of any easements reserved on this plat, except in areas noted as signage six (6). No fence of any nature shall in the boundaries of any easements

easement. No fence, wall hedge or shrub planting which obstructs sight line at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line, and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The hedge shrub planting wall fence, 11. No intersection of the street lines extended. trom the intersection of the street lines extended. The same sight line limitations shall apply on a lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage life is maintained at sufficient height to prevent obstruction of such sight lines. from the lines.

lines.

12. No downspouts shall be connected to or caused to discharge rainwater into any sanitary sewer.

13. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period, except as provided for in signage easements.

noxious or offensive activity shall be carried on upon
y lot nor shall anything be done thereon which may be any become an annoyance or nuisance neighborhood.

No oil drilling, oil development operations, oil refining or mining operation of any kind shall be permitted upon or in any lot, for small oil wells.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats

raised, bred or kept on any lot, except that dogs, cats or other domestic household pets may be kept provided that they are not kept, bred or maintained for any

commercial purpose.

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition.

All electrical service, telephone and other utility lines shall be placed underground, but this restriction may be waived in writing by the underground.

writing by the undersigned. No outside les, masts , towers or satellite discs shall d unless approved in writing by the nnas, poles, masts permitted unless antennas. Ъe indersigned.

ding setback lines shall be

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allation and mainth said system. Edc n'any publication

created for the use ranies, not including for the installation of cables as well as for the of sewer easements.

in this addition shall take gnts of public utilities, d the rights of the other ion to said easement herein ress in, along, and through e purposes herein stated. eans a lot boundary that m which a lot abuts to the "Rear line" means the lot hest from and substantially which the lot abuts, except be determined from either

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setback lines shall not be Exteen the feet, provided, The less than six to feet

In the less than six to iteet lot.

These shall be at least ream lot line, excepting in a lots where setbacks shall lat of the development.

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To or any lot meaner to the run building setback lines. For the purposes of this open portness shall not be building, provided however, ad to permit any portion of upon another lot.

of any kind, including series, screens, and walls shall roperty until the plans and plot plan thereof in detail in submitted to and approved before any construction had

cifications.

n submitted to and approved before any construction had ications of and location of in compliance with the rical requirements of all Refusal or approval of cation and plot plan by the Refusal any ground including purely and absolute discretion of ersigned shall not be all defects in such plans or ilding of structure erected

within the boundaries of any erected v easements reserved on this plat, except in areas noted as signage easement.

shrub planting which wall hedge 11. No obstructs sight line at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line, and a line connecting them at points 25 feet from the intersection of the fence, them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the same sight line limitations shall apply on a lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersection. permitted to remain within such distances of such intersection unless the foliage life is maintained at sufficient height to prevent obstruction of such sight lines.

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No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the No any -may become

15. No oil drilling, oil development operations, oil refining or mining operation of any kind chall be

15. No oil drilling, oil development operations, oil refining or mining operation of any kind shall be permitted upon or in any lot, for small oil wells.
16. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other domestic household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
17. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be best.

kept, except in sanitary containers. All incinerators of other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition. All electrical service, telephone and other utility lines shall be placed underground, but this restriction may be waived in writing by the undersigned. No outside antennas, poles, masts, towers or satellite discs shall be permitted unless approved in writing by the 18. All undersigned.

All oil tanks and bottle gas tanks must be underground or

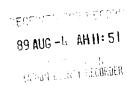
All oil tanks and bottle gas tanks must be underground or placed in walled-in areas so that they shall not be visible from any street or adjacent properties. Any stationary air-conditioning units must be similarly walled-in, screened or appropriately landscaped. All trash and garbage containers must be placed in walled-in areas so that they shall not be visible from the street or adjacent property except on days of collection No outdoor clothes drying or apparatus shall be allowed. Once commenced, the initial construction of any residence upon any lot in this subdivision shall be completed within a reasonable time, and no incomplete structure shall be permitted to exist on any lot for an unreasonable period of time after construction is commenced. commenced.

commenced.
In general unless otherwise provided in these restrictions or on the recorded plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the development except as

on any residential lot in the development except as provided herein.
Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

provisions which shall remain in full force and ended. The Owner of any lot, developer, their successors or assigns, shall have the right to enforce by a proceeding at law or in equity, all restrictions, conditions, or covenants imposed by these covenants, but adulterant shall not be liable for damages of any of the restrictions. No delay or failure by any person to enforce any restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of person to assert any right available in and upon the occurrence, recurrence or continuation of waiver by that person of the right to do so thereafter, or as estoppel of person to assert any right available in and upon the occurrence, recurrence or continuation of any violation or violations of the restrictions. In the event that declarant shall seem it necessary to enforce any restrictions, the owner shall pay reasonable attorney's fees and court costs if declarant shall prevail in said litigation.

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utbuilding of any e. Including but , tent, basement, other outbuilding sed on any lot at mustabe approved

ground floor area 800% square feet. two car attached ally prohibited. ther lots in the

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my kind shall be t that dogs, cats be kept provided intained for any

a dumping ground aste shall not be 1 incinerators or disposal of such y condition. 26. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance 58-AO-3, as amended or any conditions attached to approval of this plat by the Plat Committee of the Metropolitan Development Commission.

27. The within covenants, limitations and restrictions shall run with the land and shall be binding on all parties and persons claiming under them. Such provisions shall be in full force and effect until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

28. Wherever the terms "undersigner", "developer", or "declarant" are used in this document, they shall be defined as SSD DEVELOPMENT CORP., their successors or assigns.

IN WITNESS WHEREOF, this indenture has been executed by

rsigned, SSD DEVELOPMENT CORP., BY MEREDITH L. PRESIDENT AND MICHAEL G. SHOTTS, TREASURER ely, for and in behalf of such ownership this of 1987. IN WITNESS WHEREOF, undersigned, SHOTTS, respectively, for and 7+4 day of 4-DRUARY

Meredith L. Shotes, Pres Michael & Skotes ichael G.

STATE OF INDIANA) ss: COUNTY OF Marion

the undersigned, a Notary Public, duly commissioned to acknowledgments and to administer oaths in the State of na, certify that Meredith L. Shotts and Michael G. s personally appeared before me and acknowledged the take Indiana, Shotts