

Developers will be temporary and the responsibility for their maintenance will ultimately revert to the owners of the lots in the subdivision.

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### RESTRICTIVE COVENANTS

Tri-L Developers, does, by this indenture, and by those restrictive covenants and requirements entered for record in Miscellaneous Record \_\_\_\_\_, page \_\_\_\_\_, in said Recorder's office, restrict and covenant the lots and other areas within the boundary of Hunter's Ridge, to itself and its grantees, assigns, successors, legal representatives, and to any person, persons, corporations, banks, and associations and/or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, conditions, restrictions, and covenants which shall apply in their entirety to all of said subdivision:

**1. DEFINITIONS.** "Developer" shall mean Tri-L Developers. "Owner" shall mean the person or collection of persons who has or have acquired or is acquiring any right, title, or interest, legal or equitable, in and to a lot in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.

"Committee" shall mean the Architectural and Environmental Control Committee composed of the officers and directors of Tri-L Developers, or their duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event Tri-L Developers is dissolved, the then existing committee members shall appoint an owner to take said member's position on the committee. Upon the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an owner.

"Flood Protection Grade" means the elevation of the lowest point in a building at which flood waters may enter the interior of the building.

"Lowest Point in a Building" means (1) the lowest floor elevation (if a basement exists, the basement floor is the lowest floor); (2) the garage floor if the garage is the lowest level of the building; or (3) the floor level of any enclosure below an elevated building where the walls of the enclosure provide resistance to the flow of flood waters.

**2. LAND USE.** All lots are restricted to residential use. See Section numbered 20 below. The subdivision of a lot is prohibited unless said division creates two building sites on three adjoining lots, which building sites comply with the Town of Plainfield zoning and subdivision regulations and with these covenants. Where a lot is subdivided, or where an owner acquires adjoining lots for the purpose of building one residence across the common lot line, the side lot line set back restrictions specified hereinabove shall not apply to said common lot line. Construction of buildings across drainage easements and utility easements that coincide with lot lines is prohibited.

**3. RESIDENCE SIZE.** No residence shall be erected, altered, placed, or permitted to remain on any lot other than one single-family residence three stories or less in height. Residences on all lots shall have, at a minimum, attached two-car garages having at least 440 square feet of area. The ground floor area of the main structure of any one-story residence, excluding garages and porches, shall be not less than 1,700 square feet. The ground floor area of the main structure of any multiple-story residence, excluding garages and porches, shall be not less than 1,100 square feet, with no less than a total of 2,200 square feet of finished floor space in such multiple-story structure. A residence with a "bonus room" on a second story level will be treated as a multiple-story residence and shall meet all the above requirements for multiple-story residences.

**4. ACCESSORY BUILDINGS.** A utility building, barn, or other accessory building will not be allowed on any lot, except one gazebo type structure and/or one in-ground pool accessory building/hath house.

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**10. FENCES.**  
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#### CERTIFICATE OF APPROVAL

After having given public notice of the time, place and nature of hearing on the application for primary approval of this subdivision by publication in The Plainfield Messenger more than ten (10) days before the date set for hearing thereon, under authority provided by Chapter 128, Acts 1957, enacted by the General Assembly of the State of Indiana, and all acts supplemental and amendatory thereof, this plat was given primary approval by a majority of the members of the Plainfield Plan Commission at a meeting held on

4th day of May, 1992

(Seal)

By Mitchell P. Haase  
Mitchell P. Haase, Acting President

Attest: Richard A. Carlucci  
Richard A. Carlucci, Secretary



# PLAINTIFF'S RIDGE

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Said accessory building/bath house must be erected as a part of and in conjunction with a privacy fence surrounding an in-ground pool as provided for in Section numbered 25 below. Before commencement of its construction, any building allowed by this Section numbered 4 must be approved as to location and design by the committee as described in Section numbered 7 below.

**5. BUILDING SETBACK DISTANCES.** Between the front lot lines and the building lines shown on this plat, no buildings shall be erected, placed, altered, or be permitted to remain, nor shall any building be erected nearer than 15 feet to any side line of a lot on one side, and the total of both side setbacks shall be not less than 20 percent of the lot width, measured at the building line. Architectural appurtenances projecting not more than 24 inches, stairways projecting not more than 4 feet, unenclosed and unroofed porch slabs on the front sides of buildings, steps, and walks are exempt from these setback requirements.

**6. OCCUPANCY OF STRUCTURES.** No residence shall be occupied or used for residential purposes or human habitation until it has been fully completed upon the outside and substantially completed on the inside, and a Certificate of Occupancy has been issued therefor by Town of Plainfield. The use of any other structure or mobile home as a residence, either temporarily or permanently, is prohibited.

**7. ARCHITECTURAL DESIGN.** No building, wall, fence, or other structure shall be constructed, erected, placed, or altered in this subdivision until the location plan, building plans, and specifications have been first submitted in duplicate to, and approved by, the committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already built, and as to conformity with grading plans, first floor elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the subdivision. The committee's approval or disapproval as required in these covenants shall be in writing. If said written approval is not received from the committee within twenty (20) days from the date of submission it shall be deemed that the committee, or its appointed representative, has disapproved the submitted plans and specifications.

**8. IMPROVEMENT LOCATION PERMIT.** In addition to the approval required in Section numbered 7 above, the Town of Plainfield must issue an Improvement Location Permit before any structure, improvement, or land use may be altered, changed, placed, erected, or located in this subdivision. The Plainfield Plan Commission has approved a soil and water conservation plan (erosion control plan) and a development plan showing house locations, first floor elevations, and an "Emergency Flood Route" with slopes for positive surface drainage therefrom. Prior to house construction, each owner is obligated to inspect his lot to insure that the developer's drainage facilities will remove all free water from the surface of the lot. He shall report at once to the developer any deficiencies found. The owner shall develop his lot in a way that assures that finished slopes, grades, and erosion control measures comply with said soil, water, and development plans after completion of all improvements and landscaping. See Section numbered 23 below. Said plans may be inspected in the office of said commission during regular office hours. Deviations from those plans require prior commission approval and may necessitate a site reevaluation and redesign by a Registered Professional Engineer or Registered Land Surveyor at the time of improvement location permit and certificate of occupancy application, which engineer or surveyor shall certify positive surface drainage and that wastewater will gravity flow from the first floor of the residence to a sanitary sewer. In the improvement of any lot the owner thereof will be accountable to the developer and the Town of Plainfield for damages done by him or his contractors to drainage facilities built by the developer. In the event of such damages, the owner will be given 10 days notice by certified or registered mail to repair said damage, after which time, if no action is taken by the owner, the committee may use the procedure described in Section numbered 26 below.

The Table of Elevations appearing on said development plan and on the annexed plat, shows, for each lot, the lowest allowable first floor elevations for houses if constructed at the locations shown on said development plan. Section numbered 1 above defines the lowest floor of a building and the flood protection grade. *The entrance of ground water into basements shall be prevented by special designs and construction, and must be carefully coordinated with said development plans.* See also Section numbered 27 below.

**9. WATER SUPPLY SYSTEMS.** The Town of Plainfield central water supply system in lieu of individual water wells shall be used in this subdivision. The Town of Plainfield Plan Commission is hereby granted right of enforcement of this covenant.

**10. FENCES.** Fences no higher than 42 inches, walls, or continuous shrub plantings that would in any way serve the purpose of a fence shall not be erected until approved in writing by the architectural committee. No fence shall be placed on any lot or boundary thereof that will obstruct reasonable light, air, or view, or will otherwise hinder or damage the aesthetics of the subdivision. No fence of any kind shall be erected in front of the area between the front property line of any lot and the front of the residence. Silver-colored chain link type fences are prohibited. Privacy and protection fences are required around swimming pools and they shall be no farther than fifteen (15) feet out from the pool's water edge. See Section numbered 25 below. Fences in easements are erected at owners' risk as such fences may be partially or completely torn down by others if they interfere with the installation, operation, and/or maintenance of the facilities for which the easements have been

reserved. Owners shall keep their fences in good repair.

**11. CONSTRUCTION TIME.** Unless delayed by court injunction, war, or an act of God, any residence, fence, water line, sewer, ditch, or any structure on any lot, once approved and under construction, must be completed one (1) year from the date construction starts, after which time the committee may, without notice, enter, take possession of said lot and sell the same together with improvements, and after payment of liens and expenses, pay the balance of the sale proceeds to the owner of the lot at the time of sale.

**12. STORAGE TANKS.** Oil or gasoline storage tanks shall comply with the laws, rules, and regulations of the Indiana State Fire Marshall, the Environmental Protection Agency, and all other relevant governmental bodies.

**13. SIGNS.** This section does not apply to any sign or signs that may be erected on the entrance easement by the developer in favor of the committee. The only signs that may be erected by lot owners in this sub-division are: Those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period, a single yard sale or garage sale sign placed by the owner no more often than two days twice each year, a single sign placed by an owner to advertise the property for sale or rent or to prohibit hunting or trapping. No sign shall exceed nine (9) square feet in size.

**14. HUNTING AND TRAPPING** are prohibited in this subdivision.

**15. SIGHT DISTANCES.** At driveways no one may place, construct, plant, maintain, allow, or suffer any improvements, landscaping, or other obstructions to vision (excepting mailboxes) between 2 and 8 feet above the finished grade with the purpose that at least 150 feet of sight distance will be provided in both directions along streets from points in the driveways 25 feet from the street curb. Where the committee determines that this rule for a driveway is impracticable or unreasonable, it may allow an alternative that offers the least hazard and interference with traffic.

**16. ANIMALS.** No one shall keep or maintain animals or poultry in this subdivision except household pets such as cats and dogs, but no pet shall be kept, bred, or maintained for commercial purposes. Household pets kept shall be confined by fence or leash and kept quiet so as not to disturb the peace and tranquility of the neighborhood. Should an animal be walked by leash, any debris or animal waste resulting therefrom shall be cleaned up, removed, and disposed of by the owner of said animal.

**17. VEHICLE PARKING.** No trucks larger than pickup trucks, disabled vehicles, unused vehicles, campers, motor homes, trailers, recreational vehicles, boats, motorcycles, or similar vehicles shall be parked or repaired on any road, street, private driveway, or lot in this subdivision unless it is screened in such a way that it is not visible to the occupants of the other lots in the subdivision. No vehicle of any kind shall park on any road in this subdivision excepting for a reasonable length of time. The committee shall determine what constitutes adequate screening and reasonable length of time.

**18. LANDSCAPING.** The lot owner shall modify his lot for human use and enjoyment by grading and decorative planting within sixty (60) days following completion of a house thereon, weather permitting.

**19. MAINTENANCE OF LOTS AND IMPROVEMENTS.** Each lot owner shall maintain his lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of repair. Garbage, trash, and other wastes shall be kept in odorless and sanitary containers which shall be emptied weekly by a refuse collection service. At least twice during each of the months of April through September, lot owners or their designated representatives shall mow their lots, whether or not improved.

**20. NUISANCES.** No one shall carry out, or allow to be carried out, any noxious or offensive activity on any lot, nor shall anything be done or allowed to be done thereon which may become or be an annoyance or nuisance to the neighborhood.

**21. BUSINESSES.** No mercantile building shall exist, nor shall any manufacturing, wholesaling, retailing business, church, school, preschool, or day-care facility operate in this subdivision.

**22. DEDICATED EASEMENTS.** Each owner of a lot in this subdivision will take his title subject to the rights of utility companies, the developer, Town of Plainfield, the committee, and the other lot owners in those certain strips or areas of ground designated "entrance easement," "utility easement," and "drainage easement" that are reserved hereinabove. No permanent or other structures may occupy said easements excepting fences and the facilities for which the easements are reserved hereinabove. Fences erected on easements may be removed by easement holders (at the owner's expense) if necessary to the proper operation

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**23. LOT** ponding or stoppage

**24. DRIVE** or other hard-surface inches thick excludi

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**26. CRAW** basements, eaves tr water onto a street,

**27. BASE** 40, 41, 42, 43, 44, 45, on all other lots in Emergency Flood R facilities, as well as o elevations on certain

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CERTIFICATE OF APPROVAL

After having given public notice of the time, place and nature of hearing on the application for primary approval of this subdivision by publication in The Plainfield Messenger more than ten (10) days before the date set for hearing thereon, under authority provided by Chapter 138, Acts 1987, enacted by the General Assembly of the State of Indiana, and all acts supplemental and amendatory thereof, this plat was given primary approval by a majority of the members of the Plainfield Plan Commission at a meeting held on

4th day of May, 1992

(Seal)

By Mitchell P. House  
Mitchell P. House, Acting President

Attest: Richard A. Carlucci  
Richard A. Carlucci, Secretary



# TRER'S RIDGE

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and maintenance of the facilities for which the easements are reserved. No facility shall occupy any easement in a position that will obstruct a property line or corner.

**23. LOT GRADING.** Lots shall be graded so as not to restrict the surface water runoff or cause ponding or stoppage of said runoff over any lot in this subdivision. See Sections numbered 8 and 18 above.

**24. DRIVEWAYS.** Residential driveways shall be constructed of portland cement concrete, asphalt, or other hard-surface material that may be approved by the committee. Pavement shall be a minimum of four (4) inches thick excluding subbase material.

**25. SWIMMING POOLS.** No swimming pools, where the water level is either partially or completely above natural ground level, shall be permitted. Any in-ground swimming pool shall be properly fenced to protect the safety of others. Before erection, such fence shall receive committee approval as required by Section numbered 10 above.

**26. CRAWL SPACE, BASEMENT, AND FOUNDATION DRAINS.** No crawl spaces, basements, eaves troughs, gutters, downspouts, or foundation perimeter drains shall be constructed to discharge water onto a street, onto a neighboring lot, or into a sanitary sewer.

**27. BASEMENTS** are not allowed on lots numbered 19, 20, 21, 22, 23, 24, 25, 26, 30, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, or 57 in this subdivision. Basements may be permitted on all other lots in this subdivision but the possible entrance of ground water must be evaluated and the Emergency Flood Route shall be considered. Pump ejector systems for withdrawing wastewater from basement facilities, as well as other pumps for foundation drains, may be required. For regulations regarding basement floor elevations on certain lots, see Section numbered 8 above.

**28. PROSCRIBED AND OTHER IMPROVEMENTS.** No improvements of any kind shall be permitted in a dedicated street right of way excepting erosion control, driveway entrances, sidewalks, landscaping, and mailboxes. No free-standing antennas, roof-top antennas, or satellite dishes shall be allowed in this subdivision.

**29. SANITARY SEWER CONNECTION.** Private sewage disposal systems are prohibited in this subdivision. Every lateral connecting between a residence and a public or semipublic sanitary sewer shall contain a check valve to prevent backflow. The installation and perpetual maintenance of such laterals and check valves is the responsibility of the lot owners.

**30. UTILITIES CONNECTION INSPECTION.** All materials and workmanship in the installation of connections between residences and utility facilities shall be subject to access and inspection by the utility companies having jurisdiction, or by their duly authorized representatives or successors, who shall have the right to require correction of any defects discovered.

**31. SIDEWALKS.** Each initial lot owner taking his title from the developer, by acceptance of a deed for his lot, even if not expressed in said deed, is deemed to covenant and agree to build and maintain in good condition a concrete sidewalk at the sides of all streets upon which his lot abuts. Sidewalks shall be constructed within two (2) years of the date of said deed if no residence is erected on the lot or prior to the conveyance of title to another party, whichever first occurs. Said walks shall conform with the lines and grades established by the committee. Each said owner shall be responsible for grading and finishing yard slopes, erosion control, and decorative landscaping as required by the committee for sidewalk construction. Said walks shall conform with the development plans for the subdivision on file in the office of the Plainfield Plan Commission and shall be placed on a 4-inch aggregate subbase.

**32. STAKING.** Tri-I. Developers will set lot corner stakes one time. Wherever possible to be driven, corner stakes will consist of 3/4-inch metal pipes about 30 inches long set so as to leave about one or more inches of pipe protruding above ground unless a different monument appears on the recorded plat. Said stakes will not only furnish a means for determining lot boundaries, but may aid in the location and orientation of improvements to be constructed on the lots. Lot owners shall have charge and care of stakes marking their respective lots and shall be responsible for their preservation. Lot owners may hire said corporation to replace stakes damaged or destroyed from any cause, or may engage any registered land surveyor to perform that work. Since such restoration will be at the lot owner's expense, said owners should become familiar with stake locations and do all things necessary to maintain and protect them. Laths, with or without flagging, driven beside metal pipe stakes do not constitute corner stakes but serve only to signalize and identify corner stakes.

Accidental displacement of stakes and laths during the construction of public and private improvements, and intentional displacement due to vandalism, may cause conflicts between plat locations and staked locations of lot corners and lines. Neither Tri-I. Developers nor its engineers or surveyors express or imply any warranty

on the application for primary  
re than ten (10) days before the



Given under my hand and seal  
this 26th day of May 1992:



with regard to the correctness of disturbed stakes. Therefore, lot owners and their independent contractors, including their engineers and surveyors, together with utility companies who may install facilities according to stakes in place, shall recognize and act not only by the actual notice on the ground to which they are exposed, but also by the constructive notice afforded by the recorded plat of the subdivision. Before starting any excavation, building, or other improvement, they shall be responsible for comparing all linear and angular measurements between corner stakes found at the site with such dimension shown on said recorded plat. They shall correct at once any discrepancies discovered in the stakes.

**33. MUD CONTROL.** Prior to, during, or after construction of any improvements on any lot, the owner of said lot or his agents shall construct a driveway or similar graveled or other improved surface on said lot for the delivery of supplies that will discourage or hinder the tracking of mud or other debris from the lot upon public streets. To further prevent vehicles from distributing mud or other debris on the public streets or any area of Hunter's Ridge, said owner or his agent shall line the lot side of any curb adjoining that lot with bales of straw, appropriate fencing, or erect any other barrier to block vehicles leaving the lot excepting at the driveway or other appropriately-surfaced area. Should mud or other debris be distributed on any public street or other area of Hunter's Ridge, as a result of any activity on any lot, the owner of that lot shall be responsible for the removal of that mud or other material on the date of its placement. The committee may enforce this provision by any mechanism or procedure described in Section numbered 36 below. The owner further holds Tri-L Developers, its agents, engineers, contractors, and the Town of Plainfield, Indiana, harmless from any liability that might result from violation of or failure to conform with this or any other section of these restrictive covenants.

**34. MAILBOXES AND YARD POST LIGHTS.** Tri-L Developers will furnish specifications for one mailbox with post assembly and one yard photoelectric-cell type post light for each lot. Owner or his contractor shall install the said fixtures at the owner's expense. Each post light shall be placed in the yard 15 feet from the near edge of the concrete curb in front of the lot and at least 15 feet from a side lot line. No other type of mailbox, mailbox post, or yard post light shall be erected or be permitted to remain on any lot.

**35. INLET AND CATCH BASIN CASTINGS, CLEANING OF.** The Town of Plainfield may keep castings of inlets and catch basins free of silt, debris, and the accumulation of any other foreign matter to facilitate storm water removal from streets and other areas. However, if any such casting ponds water because said county has not cleaned it, it shall be the duty of the owner or owners whose lots contribute storm water to said inlet or catch basin, to clean said casting and properly dispose of any obstructing debris. Lot owners failing to clean said castings shall be solely liable for damages that may result.

**36. FOUNDATIONS AND SLABS ON GRADE.** All building foundations and floor slabs shall be placed on suitable soil. At the time of slab placement and excavation for the foundations, careful observation of the subgrade shall be made by a qualified professional. Any soils containing deleterious materials shall either be removed and replaced with engineered fill or the foundations shall be lowered to competent soil.

**37. ENFORCEMENT.** If the parties hereto, or any of them, or their heirs or assigns, 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 this subdivision to prosecute by any proceeding at law or equity the person or persons violating or attempting to violate any such covenant, and either 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. If any owner of a lot in this subdivision shall fail to maintain his lot and/or any improvements situated thereon, or to keep sight distances clear, or to construct and/or maintain sidewalks in accordance with these restrictive covenants, the committee shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean, or perform such other acts as may be reasonably necessary to make said lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The committee shall collect its cost thereof in any reasonable manner from the owner. Neither the committee nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any amount so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of 18% per annum until paid in full. If, in the opinion of the committee, such charge has remained due and payable for an unreasonably long period of time, the committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney's fees, incurred by the committee in collecting the same. Every owner of a lot in this subdivision, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in this subdivision is hereby notified that by the act of acquiring, making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay the committee all assessments that shall be made pursuant to this paragraph.

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CERTIFICATE OF APPROVAL

After having given public notice of the time, place and nature of hearing on the application for primary approval of this subdivision by publication in The Plainfield Messenger more than ten (10) days before the date set for hearing thereon, under authority provided by Chapter 138, Acts 1957, enacted by the General Assembly of the State of Indiana, and all acts supplemental and amendatory thereof, this plat was given primary approval by a majority of the members of the Plainfield Plan Commission at a meeting held on

4th day of May 1992

(Seal)

By Mitchell P. Haase Mitchell P. Haase, Acting President

Attest: Richard A. Carlucci Richard A. Carlucci, Secretary



# TRER'S RIDGE

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38. **TERM.** These covenants will run with the land and shall be binding on all parties, and all persons claiming under them until January 1, 2017, after which they shall be automatically extended for successive ten (10) year periods, unless, at any time, an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

39. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

The undersigned person, executing this instrument on behalf of Tri-L Developers, represents and certifies that he is a duly elected representative of said partnership and has been fully empowered by proper resolution of the Board of Directors of said partnership to execute and deliver this dedication.

In Witness Whereof, the said Tri-L Developers, by Larry Goen, General Partner, as owner and proprietor of the above-described real estate, has set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 1993.

*[Signature]*  
Larry Goen, General Partner

STATE OF INDIANA  
SS:  
COUNTY OF HENDRICKS

Before me, the undersigned Notary Public within and for said County and State, personally appeared Larry Goen, General Partner of Tri-L Developers, as owner and proprietor of the above-described subdivision, and acknowledged the execution of the foregoing instrument to be his voluntary act and deed for the uses and purposes therein stated.

*Barbara Squyler*  
*Barbara J. Squyler*  
Notary Public  
Residing in Hendricks County, Ind.

My Commission Expires 2-2-97

This instrument prepared by Stanley M. Shurtle, PE, LS.

