

**RESTRICTIVE COVENANTS
MANNFRED'S WALK
SECTION 1 & 2
Lots #1 thru #14**

9900003646
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
On 02-02-1999 At 02:08 pm.
COVENANTS 17.00
Vol. 104 Pg. 156 - 159

The undersigned, KJK Development Corporation, represented by corporate officers, Jacqueline Mills and Kathleen Ray, developers of Mannfred's Walk, located in Liberty Township, Hendricks County, Indiana, do hereby this indenture, restrict and covenant the lots and other area within the boundaries in said subdivision to themselves and their grantees, assigns, successors, heirs, or legal representatives, and to any person, persons, corporations, banks and associations, and/or anyone who may obtain title to said lots as to the following terms, stipulations, conditions, restrictions, and covenants, to-wit.

1. **FULLY PROTECTIVE RESIDENTIAL AREA:** The following covenants shall apply to lots #1 thru #14 inclusively of MANNFRED'S WALK, located in Liberty Township, Hendricks County, Indiana.

2. **HOMESITE USE:** No portion of said real estate shall be used for any purpose other than single family residential dwellings, nor shall any lot be further subdivided.

3. **DWELLING SIZE:** The ground floor area of the main structure, exclusive of porches and garages, shall not be less than 1,600 square feet in the case of one story structures, no less than 1200 square feet in the case of multiple story structures, with no less than 1,800 square feet of finished floor area in such multiple story structures. Basements, either finished or unfinished, shall not be included in square footage calculations. In addition to the above square footage requirements, each structure shall have an attached or detached garage structure of no less than 440 square feet in size, which is in conforming finish and design with the main structure.

4. **ARCHITECTURAL DESIGN:** No building shall be erected, placed or altered on any lot in this subdivision until plans, specifications and plot plan showing the location of such building has been approved by an Architectural Control Committee comprised of the undersigned officers of the herein described real estate, or by their duly authorized representatives. The committee's approval or disapproval, as required in these covenants, shall be in writing. In the event that 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 has disapproved the presented plan.

5. **BUILDING LOCATION:** No building shall be located on any homesite nearer to the front property line than the minimum setback line, as shown on the recorded plat, nor nearer than twenty-five (25) feet to any side property line.

6. **DRAINAGE AND UTILITY EASEMENTS:** The strips of ground marked drainage and utility easements are hereby reserved for the use of public utilities, subject at all times to the proper authorities, and to the easements herein granted reserved. The drainage easement may be used by the proper

2

authorities, including the Hendricks County Ditch Board, or by any of the owners of this subdivision for the maintenance of surface drainage. In no situation shall any owner block the drainage along said drainage swales.

7. **Utility Building:** One storage building may be constructed on each homesite, the maximum size being no more than 1,800 square feet of floor space. The utility building shall be located behind the main building, and shall not be nearer than twenty-five (25) feet to any side property line, and fifteen (15) feet from rear yard. The highest point of the building roof shall not exceed eighteen (18) feet from grade, and only be a one story structure.

8. **BUSINESS:** No mercantile building shall be erected, built, or placed on any portion of the subdivision, nor may any dwelling be used for any business of any nature.

9. **NUISANCES:** No obnoxious or offensive activity shall be carried out on any homesite, nor anything be done thereon, which may be or may become an annoyance or nuisance to the neighborhood.

10. **TEMPORARY STRUCTURES:** No structure of a temporary character, mobile home, basement, tent, shed, garage, barn, or other outbuildings, shall be used upon any homesite at any time as a residence, either temporarily or permanently.

11. **GARBAGE AND REFUSE DISPOSAL:** No homesite shall be used or maintained as a dumping ground for rubbish. Trash or other wastes shall not be kept, except in sanitary containers. All equipment for disposal, or storage of such materials, shall be kept in a clean and sanitary condition, and shall not be used to create an offensive sight or odor.

12. **LANDSCAPING:** All non-wooded lots in this subdivision shall be improved with a minimum of five (5) deciduous type shade trees within one year of erection of a dwelling, to be approved by the Architectural Control Committee. All lots, whether improved or not, shall be mowed by the owner of the lot, or their designated representative, a minimum of once per month during the months of April through September.

13. **RESIDENCE EXTERIOR:** All dwellings must be constructed with at least seventy-five percent (75%) of the exterior walls covered with brick or stone veneer. No vertical siding, press board or masonite type exterior shall be used.

14. **VEHICLE REGULATIONS:** No vehicle of more than one (1) ton hauling capacity, or equivalent vehicle, shall be parked on any homesite, except while making a delivery or pickup. No trailer, boat or recreational vehicle that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any homesite unless kept within a garage.

15. **ANIMALS:** No animals, livestock or poultry shall be raised, bred or kept on any homesite, except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial

purposes, and do not create a nuisance.

16. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any homesite unless such a system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Indiana State Department of Health and the Hendricks County Board of Health. Approval of such systems shall be obtained from such authority. If, in the future, public sewage disposal facilities are made available to the lot owner in this subdivision, each owner therein shall attach to such facilities within two (2) years of the date of such availability. Right of enforcement of the covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.

17. WATER SUPPLY: No individual water supply system shall be permitted on any homesite unless such a system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Indiana State Department of Health and the Hendricks County Board of Health. Approval of such systems shall be obtained from such authority. If, in the future, public water facilities are made available to the lot owner in this subdivision, each owner therein shall attach to such facilities within two (2) years of the date of such availability. Right of enforcement of the covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.

18. SWIMMING POOLS: No swimming pool or associated structure shall be erected or placed on any lot until the construction plans, including a plot plan, have been approved by the Architectural Control Committee. No above ground swimming pool shall be permitted.

19. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line, or in the case of a property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street's property line with the edge of a driveway. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

20. DRIVEWAYS: All driveways shall be constructed of either cement or asphalt within two (2) years of occupancy of the dwelling.

21. SIGNS: No sign of any kind shall be displayed to the public view upon any homesite, in any area of the entrance, or along the roadway in front of the development, except one sign of not more than five (5) square feet, advertising the property, without the written consent of the owners of the development. Failure to comply will result in a \$300.00 fine.

22. ENFORCEMENT: If any owner of lots 1 through 14 of MANNFRED's WALK shall attempt to violate any of the covenants herein, it shall be lawful for any other owners to prosecute any proceeding at law or equity against the

4

person violating any such covenant, and either prevent him from doing so or try to recover any damages or other dues for such violation.

23. TERM: These covenants are to run with the land, and shall be binding on all parties claiming under them for a period of twenty-five (25) years from the date that these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. However, at any time, an instrument signed by all owners of lots 1 through 14 may be recorded to change any covenant herein.

24. SEVERABILITY: Invalidation of any one of these covenants, by judgment or court order, shall in no way affect any of the provisions, otherwise contained in this document, and they shall remain in full force and effect.

25. FENCES: No fence shall be erected on or along any lot line, nor on any homesite, the purpose or result of which will be to limit or obstruct reasonable vision, light, or air. All fences shall be kept in good repair, and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence shall be erected between the front property lines and the front of the dwelling other than a fence of a decorative nature, not exceeding forty-two (42) inches in height. Any fence proposed by a property owner must be approved by the Architectural Control Committee before construction proceeds.

26. STORGE TANKS: Oil or gas storage tanks shall be either buried or located in a house or garage area. L.P. tanks shall be located according to code and landscaped with shrubs and/or fencing of a decorative nature to obstruct road and neighbors view of unit.

Dated this 11 day of November 1998

Jacqueline Mills
Jacqueline Mills

Kathleen Ray
Kathleen Ray

State of Indiana
County of Marion

Subscribed and sworn before me this 2nd day of February 1999

David Smith
Notary's Signature

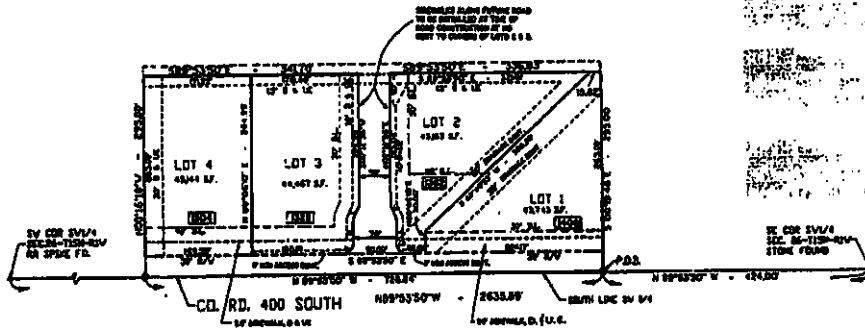
My commission expires 06-01-01
County of Residence Marion

Prepared by: Jackie Mills

1997-6834

99-3676 2-2-99
Restriction Council Sec 1-2
Feb 1-14
Ch. 17 p. 156-59 H.A.

MANNFRED'S WALK SECTION 1

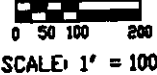


LINE SYMBOL	DESCRIPTION
(Symbol)	3" x 6" REAR YARD SET
(Symbol)	3" x 6" REAR YARD UTILITY CATCHMENT
(Symbol)	EASEMENT LINE
(Symbol)	BOUNDARY LINE
(Symbol)	REAR YARD
(Symbol)	REAR YARD
(Symbol)	3000 SQ. FT. CHARTER DEED AND SOUTH LAYERS

LEGEND

- (Symbol) 3" x 6" REAR YARD SET
- (Symbol) 3" x 6" REAR YARD UTILITY CATCHMENT
- (Symbol) EASEMENT LINE
- (Symbol) BOUNDARY LINE
- (Symbol) REAR YARD
- (Symbol) REAR YARD
- (Symbol) 3000 SQ. FT. CHARTER DEED AND SOUTH LAYERS

NOTE: SEE PLAN FOR LOTS 2 AND 3 REAR YARD SETS
Signatures of agreement between out lots.



DAILY ENTERED FOR TAXATION

APR 11 1997

THIS PLAT HAS BEEN AMENDED AND IS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF BOONVILLE, MISSOURI, ON APRIL 11, 1997.

CERTIFICATE

I, CLARENCE W. WILSON, CLERK OF THE BOONVILLE COUNTY PLAT COMMISSION OF THE AMBERLAND OVERSEER'S APPLICATION FOR APPROVAL OF THIS PLAT HAS BEEN GIVEN AS REQUIRED BY SECTION 34-1-1-1 FOR AND AMENDMENTS THEREON, AND THAT SAID PLAT HAS BEEN SOLY APPROVED BY SAID COMMISSION, WITH A MAJORITY OF THE MEMBERS OF SAID COMMISSION CONSENTING AND APPROVAL, DATED APRIL 11, 1997.



Clarence W. Wilson
CLARENCE W. WILSON
PRESIDENT OF SAID COMMISSION

Robert E. Jones
ROBERT E. JONES
SECRETARY OF SAID COMMISSION

AN AMENDMENT MADE AS AN "ECONOMIC DEVELOPMENT GRANT" LEVIED IN THE AMOUNT OF FIFTY DOLLARS (\$50.00) IS HEREBY GRANTED ON EACH DAY ONE HUNDRED DOLLARS TO BE PAID TO THE "ECONOMIC DEVELOPMENT FUND" IN THE OFFICE OF THE CLERK OF BOONVILLE COUNTY, MISSOURI.

Lewis Engineering, Inc.
1001 EAST MAIN STREET
PLAINFIELD, INDIANA 46168
(317) 839-2412

24-507

CERTIFICATION & DESCRIPTION

I, THE UNDERSIGNED, BEING DULY AUTHORIZED AND LICENSED AS A LICENSED LAND SURVEYOR IN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THE ATTACHED PLAT AND SURVEY OF "WATERBURY'S HALF-ACRE LOT", SITUATED IN CLIBURY TOWNSHIP, MERRICKS COUNTY, INDIANA, IS A TRUE REPRESENTATION OF THE FOLLOWING: TO-WIT:

A PART OF THE SURVEYED QUARTER OF SECTION 36, TOWNSHIP 15 NORTH, RANGE 1 WEST IN MERRICKS COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER (HEREIN); THENCE NORTH 85 DEGREES 35 MINUTES 50 SECONDS WEST (AS PER THE BEARING), ON AND ALONG THE NORTH LINE OF SAID QUARTER, 431.90 FEET TO A P.L. BULL AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ACROSS 85 DEGREES 35 MINUTES 50 SECONDS WEST, ALONG SAID NORTH LINE, 708.55 FEET TO A P.L. BULL; THENCE NORTH 15 DEGREES 15 SECONDS WEST, 225.00 FEET TO A 6 1/8" IRON NAIL; THENCE SOUTH 85 DEGREES 35 MINUTES 50 SECONDS EAST, 541.70 FEET TO A 6 1/8" IRON NAIL; THENCE SOUTH 85 DEGREES 35 MINUTES 50 SECONDS WEST, 104.55 FEET TO A 6 1/8" IRON NAIL; THENCE SOUTH 85 DEGREES 16 MINUTES 43 SECONDS WEST, 25.36 FEET TO A 6 1/8" IRON NAIL; THENCE SOUTH 85 DEGREES 11 MINUTES 24 SECONDS WEST, 45.00 FEET TO A 6 1/8" IRON NAIL; THENCE SOUTH 85 DEGREES 40 MINUTES 20 SECONDS WEST, 54.15 FEET TO A POINT OF THE NORTH BOUNDARY OF COUNTY ROAD AND HIGHWAY 4; THENCE SOUTH 85 DEGREES 35 MINUTES 50 SECONDS EAST, ON AND ALONG SAID NORTH BOUNDARY, 95.00 FEET TO A 6 1/8" IRON NAIL; THENCE SOUTH 85 DEGREES 16 MINUTES 43 SECONDS WEST, 24.18 FEET TO A 6 1/8" IRON NAIL; THENCE SOUTH 85 DEGREES 11 MINUTES 24 SECONDS WEST, 45.00 FEET TO A 6 1/8" IRON NAIL; THENCE SOUTH 85 DEGREES 40 MINUTES 20 SECONDS WEST, 54.15 FEET TO A 6 1/8" IRON NAIL; THENCE SOUTH 85 DEGREES 35 MINUTES 50 SECONDS EAST, 195.00 FEET TO A 6 1/8" IRON NAIL; THENCE SOUTH 85 DEGREES 35 MINUTES 50 SECONDS EAST, 296.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.50 ACRES, MORE OR LESS, AND SUBJECT TO ALL LOCAL ORDINANCES, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

SAID DESCRIPTION CONSISTS OF FOUR (4) LOTS, NUMBERED 1-4. THE LOCATION AND DIMENSIONS OF THE LOTS, STREETS AND EASEMENTS ARE SHOWN ON THE PLAT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

I DO HEREBY CERTIFY THAT ALL THE ABOVE IS TRUE AND CORRECT, AND IN WITNESS WHEREOF DO HEREBY SET MY HAND AND SEAL THIS 11TH DAY OF April, 1991.

William R. Cole
 WILLIAM R. COLE
 LICENSED LAND SURVEYOR NO. 10623
 STATE OF INDIANA

REMARKS

IN THE UNDERSIGNED, COPIES OF THE REAL ESTATE SHOW AND REFERRED ON THE PLAT HEREBY DO CERTIFY THAT WE HAVE LAYED OFF, PLATTED AND SUBMITTED AND DO HEREBY LAY OFF, PLAT AND SUBMIT SAID REAL ESTATE IN ACCORDANCE WITH THE ABOVE PLAT. WE CERTIFY THAT ALL EASEMENTS REFLECTED ON SAID PLAT, EXCEPTIVE OF THOSE ALREADY DESIGNATED AND HEREBY DEDICATED TO THE PUBLIC FOR ITS USE AS SUCH, WERE ALL STRICTLY OF GROUND BY THE VIRTU CALLED FOR ON THE PLAT WHICH ARE HEREBY DESIGNATED FOR PUBLIC UTILITY PURPOSES (NOT INCLUDING TRANSPORTATION PURPOSES), FOR THE INSTALLATION OF POLES, LINES, SEWER, GAS AND WATER LINES, LATERALS AND EASEMENTS. SUBJECT TO ALL THINGS TO THE PUBLIC AUTHORITIES AND TO THE SANCATION HEREBY ASSESSMENT. THERE ARE STRIPS OF GROUND OF THE WIDTH CALLED FOR ON THE PLAT, WHICH ARE HEREBY DESIGNATED FOR SURFACE WATER DRAINAGE AND FOR STORM SEWER SYSTEMS. NO PAVEMENT ON ALL SUCH UTILITY INSTALLATIONS SHALL BE MADE UNTIL THE PROPERTY OWNER OF SAID SYSTEMS, BUT SUCH OWNERS SHALL TAKE THEIR TITLE SUBJECT TO THE RIGHTS OF PUBLIC UTILITIES. THE REAL ESTATE DESCRIBED IN THIS PLAT IS SUBJECT TO RESTRICTIVE COVENANTS SEPARATELY RECORDED AND REFERRED TO BY REFERENCE.

OWNERS OF UNOCCUPIED LOTS SHALL AT ALL TIMES KEEP AND MAINTAIN SUCH LOTS IN THIS SUBDIVISION IN AN OPEN AND UNIMPROVED STATE. TREES AND OTHER GROWTH SHALL BE SEASONALLY CUT. THERE SHALL BE NO ACCUMULATION OF RUBBISH AND DEBRIS ON THESE LOTS.

ALL STRUCTURES SHALL BE COMPLETED BY THE EXTERIOR WITHIN SIX (6) MONTHS FROM START OF CONSTRUCTION, INCLUDING TWO (2) YEARS OF PAINT OR STAINING ON ANY EXTERIOR WOOD SURFACES. ALL STRUCTURES MUST BE COMPLETED AND SITE GRADED, DRAINAGE OR SLOPED TO PROVIDE A GOOD DRAIN OFF AND REASONABLY LANDSCAPED WITHIN ONE YEAR FROM THE DATE OF COMMENCEMENT THEREOF.

IT SHALL BE THE DUTY AND RESPONSIBILITY OF EACH LANDOWNER IN THIS ADDITION TO MAINTAIN ANY DRAINAGE DITCH WHICH IS SHOWN ON THE DEVELOPMENT PLAN SUBJECT TO THE USE OF HIS PROPERTY. SAID DEVELOPMENT PLAN BEING APPROVED BY THE MERRICKS COUNTY PLAN COMMISSION AND IS FILED WITH SAID BODY. MAINTENANCE SHALL INCLUDE BOTH THE MAINTENANCE OF THE ELEVATIONS SHOWN ON THE DEVELOPMENT PLAN (AS ORIGINALLY CONSTRUCTED) AND ALSO MAINTENANCE OF THE HYDRAULIC CHARACTERISTICS OF THE DITCH, BY REMOVAL OF ALL TREES AND SHRUBS GROWING WITHIN THAT WOULD SO AS NOT INTERFERE WITH THE FLOW OF WATER IN SAID DITCH. THE WORD "DRAIN" SHALL APPLY TO ANY DITCH OR CHANNEL CONSTRUCTED TO PROVIDE A DRAINAGE WATERWAY.

SEE UNRECORDED RECORD BOOK _____ PAGE _____ FOR ADDITIONAL RESTRICTIVE COVENANTS.

A PETITION SUBMITTED TO THE MERRICKS COUNTY DRAINAGE BOARD HAS BEEN FILED IN REPLACATE WITH THE COUNTY SURVEYOR SUBSCRIBING THAT THIS SUBDIVISION'S STORM DRAINAGE SYSTEM AND THE EASEMENTS THEREON BE ACCEPTED INTO THE COUNTY'S LOCAL DRAINAGE SYSTEM SO THAT A MAINTENANCE FUND MAY BE ESTABLISHED BY AGREEMENT UNDER THE AUTHORITY OF THE INDIANA DRAINAGE CODE AND SO THAT SAID BOARD MAY EXERCISE OTHER POWERS AND DUTIES AS PROVIDED FOR IN SAID CODE.

THIS SUBDIVISION CONTAINS 100 LINEAL FEET OF OPEN DITCHES AND 750 FEET OF TIE Ditches.

JACQUELINE HALLS

CARLEEN RAY

STATE OF INDIANA)
) SS:
 COUNTY OF MERRICKS)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED THE ABOVE SIGNED OWNERS OF THE ABOVE DESCRIBED SUBDIVISION, AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED FOR THE USE AND PURPOSE THEREIN EXPRESSED. WITNESS MY SIGNATURE THIS 11TH DAY OF April, 1991. BY COMMISSION EXPIRES April 9, 1993.

Jacqueline Halls Carleen Ray
 COUNTY OF RESIDENCE Cole & Chalk TYPE OF RELATIONSHIP NOTARY PUBLIC

CERTIFICATE

UNDER THE AUTHORITY PROVIDED BY SECTION 16-36-7-4-700 FT. 625, AND ALL APPROPRIATE STATUTES, THE UNDERSIGNED HEREBY CERTIFIES THAT PUBLIC NOTICE OF THE MAKING OF THE MERRICKS COUNTY PLAN COMMISSION OF THE FOREGOING ORDER(S) APPLICATION FOR APPROVAL OF THIS PLAT HAS BEEN GIVEN AS REQUIRED BY SECTION 16-36-7-4-700 AND ARCHIVED THEREIN, AND THAT SAID PLAT WAS HEREBY APPROVED BY SAID COMMISSION, WITH A MAJORITY OF THE MEMBERS OF SAID COMMISSION CONSIDERING IN SUCH APPROVAL. DATED April 11, 1991.

C. Richard Bricker *Wanda L. Jester*
 C. RICHARD BRICKER WANDA L. JESTER
 PRESIDENT OF SAID COMMISSION SECRETARY OF SAID COMMISSION

Lewis Engineering, Inc.
 1001 EAST MAIN STREET
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