

759

COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MINOR PLAT NO. 577

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made this 11th day of January, 1995, by Merrill L. Butler and Calie S. Butler, husband and wife, hereafter referred to as the "Declarant/Developer,"

WITNESSETH:

WHEREAS, the Declarant/Developer is the sole owner of certain real property located in Hendricks County, Indiana, and described as follows:

Minor Plat No. 577, located on County Road 650E in Brown Township, Hendricks County, Indiana, *PC2 54186 P2*

AND, WHEREAS, the Declarant desires that, an exclusive, high-quality residential community be developed and maintained on the said property, that all site planning, building and landscaping be attractive and harmonious with the surroundings and that the peaceful character of the property be protected; and, to these ends, desires to subject the property to the covenants, conditions and restrictions hereinafter set forth, it being intended that such covenants, conditions and restrictions shall run with the land and shall be binding upon all persons and entities having or acquiring any right, title or interest in any portion of the said property, and shall inure to the benefit of each owner thereof;

NOW, THEREFORE, Declarant, for and in consideration of the premises and the covenants contained herein, does hereby impose upon the said real property the following protective covenants, conditions, and restrictions:

I.

DEFINITIONS

1. The word "lot" shall mean any of the lots located within the above described property; and
2. The word "structure" shall mean any building, fence, walkway, driveway, swimming pool, tennis court, solar or energy devices, antennas, exterior lighting, or other item constructed on a lot, and all additions or alterations to any of the foregoing.

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II.

LAND USE

The lots shall be used for residential purposes only. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling, and attached private garage. All homes must be approved and built by M. L. Butler & Associates, Inc.

III.

PARTIAL CONSTRUCTION, COMPLETION OF CONSTRUCTION

No foundation or basement of a building shall be constructed on any lot except as an integral part of a continuous process of constructing the main structure of such building, which construction must proceed uninterrupted until the structure is completed. The construction of a building, once begun, must be completed (including, without limitation, all landscaping and exterior painting) within 180 days after its commencement. No dwelling shall be occupied until it is completed.

IV.

STANDARD OF QUALITY OF WORKMANSHIP AND MATERIALS

With respect to construction of improvements on any lot, it is required that the standard of architectural design, materials, and workmanship be of superior quality.

V.

APPROVAL OF PLANS AND SPECIFICATIONS BY DEVELOPER

No structure shall be erected, placed or (externally) altered on any lot until the plans and specifications therefore (including elevations, materials of exterior, and site plan showing the location of the structure with grading modifications) shall have been approved by the Developer in writing. This paperwork should be directed to Merrill Butler, 10490 N. County Rd. 650 E., Brownsburg, IN 46112. One copy of all information will be retained by the developer for their files.

VI.

OTHER STRUCTURES

No structure of a temporary character, commercial or public vehicle, recreational vehicle, boat, house trailer, camping trailer, quonset hut, shack, or privy shall be erected, placed or allowed to

remain on any lot; provided, that a boat, a commercial or public vehicle, a camping trailer, a truck-mounted camper, a recreational vehicle, or similar vehicle may be kept on a lot if it is enclosed in a garage or a structure approved in writing by the Developer.

VII.

NUISANCES

No noxious or offensive activity shall be carried on in any area of the subdivision, nor shall anything be done or permitted to remain on any lot, which may be or become a nuisance to a neighboring owner or resident.

VIII.

ANIMALS, LIVESTOCK, AND POULTRY

No wild animals, livestock, or poultry of any kind shall be kept or maintained or bred on any lot for commercial purposes or for any other purpose without prior written approval by the Developer.

IX.

SIGNS

No sign, billboard, or advertising matter shall be erected or displayed on any lot, except as follows after Developer approval of sign:

1. During construction of a dwelling, one non-illuminated sign, not exceeding three feet by four feet in dimension, may be displayed on a lot for the identification of the builder.
2. A temporary, non-illuminated sign, not more than four square feet in area, advertising the property for sale or rent, may be displayed on a lot.

X.

SUBDIVISION OF LOTS PROHIBITED

No lot shall be further divided or resubdivided. Alteration of boundary lines between lots may be accomplished with the prior written consent of the Developer and in conformity with applicable ordinances and requirements of Hendricks County Planning Commission.

XI.

REMOVAL OF MATERIAL FROM LOT;
CHANGE OF NATURAL CONTOUR OF LOT;
CONSTRUCTION BY OWNERS OF DRIVEWAY ENTRANCES, SIDEWALKS AND APRONS

Except for necessary excavation and grading in connection with construction (in conformity with this declaration) of improvements on a lot, no fill, dirt, muck, or rock shall be removed from any lot, nor shall the elevation of any portion thereof be changed in any manner, without the prior written approval of the Developer. No owner of a lot shall cause, suffer, or permit the alteration by unnatural means, obstruction or diversion of the flow of surface water across his lot, without the prior written consent of the Developer. Construction of driveway entrances, aprons, and sidewalks (per county specifications) shall be the responsibility of the lot owner, and such construction shall not interfere with surface water drainage on or onto the road.

XII.

MAINTENANCE OF LOT AND PROTECTION OF ADJACENT
PROPERTY DURING CONSTRUCTION

Each lot owner shall protect the streets and street shoulders from damage related to construction activities with respect to his lot, and agrees to keep the streets and driveways clear of equipment and building materials. In connection with any construction, the lot owner shall take appropriate precautions in excavation and movement of earth, so as to prevent siltation and unnecessary erosion, and he shall also comply at his expense with all applicable governmental laws and regulations regarding siltation control. The streets in front of the subdivision shall be cleaned by the lot owner whenever construction activity on his lot results in a significant accumulation of dirt or debris; and if the lot owner should fail to do so, after notification from the Declarant that such cleaning is required, then the Declarant may perform such cleaning and charge the reasonable cost thereof to the lot owner. The foregoing shall in no way create an obligation on Declarant to clean the streets under any circumstances.

XIII.

GARBAGE AND REFUSE DISPOSAL

Refuse and refuse containers shall not be permitted to remain in public view except on days of trash collections. No accumulation or storage of litter, construction debris, or trash of any other kind, shall be permitted on any lot.

XIV.

FENCES

No fences of any kind may be erected or constructed on any portion of any lot without approval from the Developer.

XV.

LOT MAINTENANCE

All lots are to be kept mowed/maintained during the season by the owner.

XVI.

ENFORCEMENT

Enforcement of the restrictions and covenants herein contained shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same, which proceedings may be either to restrain such violation or to recover damages or both; and such proceedings may be brought or prosecuted by the declarant, its successors or assigns, or by any person or persons owning any lot or interest therein, or both. Without restricting the generality of the foregoing, any such owner or owners, or the Declarant or its successors or assigns, in lieu of or in addition to any other legal or equitable remedy, may seek an order from a court of competent jurisdiction permitting it or them to enter upon the property where such violation exists and summarily to abate or remove the same, using such force as may be reasonably necessary, at the expense of the owner of such property. Neither the person or persons entering nor the person or persons directing the entry shall be deemed liable for any manner of trespass for such action. In any proceeding to enforce any of these covenants or restrictions, the party against whom enforcement is obtained shall pay the enforcing parties' costs and attorney's fees.

XVI.

SEVERABILITY

Invalidation of any of these covenants by a judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

XVII.

EXCLUSIONS

Notwithstanding any other provision of this Declaration, nothing herein shall be construed to prevent the Declarant, or any other party constructing improvements in conformity with the provisions hereof, from permitting commercial vehicles and construction equipment to enter and remain on the street or on the lot being improved, or from storing materials and supplies on such lot, all to the extent reasonably necessary to facilitate such construction.

XVIII.

DURATION

These covenants and restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any lot, his legal representatives, heirs, successors, and assigns.

These covenants and restrictions may at any time be amended or revoked by an instrument signed by the owners of all the lots.

DECLARANT/DEVELOPER

Merrill L. Butler
Merrill L. Butler

Callie S. Butler
Callie S. Butler

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared Merrill L. Butler and Callie S. Butler, husband and wife, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions.

Witness my hand and Notarial Seal this 11th day of JANUARY, 1995.

George W. Curry
Notary

My Commission Expires:

GEORGE W CURRY
NOTARY PUBLIC STATE OF INDIANA
HENDRICKS COUNTY
MY COMMISSION EXP. JAN. 3, 1998

PREPARED BY MERRILL L. BUTLER