

3249

ENTERED FOR RECORD 9-45
BOOK JUN 25 1991 431 434
126

NEWLIN ACRES
DECLARATION OF RESTRICTIVE COVENANTS

The undersigned, M.E.Wells Inc., as owners of Newlin Acres located in the town of Plainfield, Hendricks County, Indiana, do by this indenture restrict and covenant the lots and other area within said subdivision to itself and its assigns, grantees, successors, heirs, of legal representatives, and to and any person, persons, corporation, banks, associations, and/or anyone who may obtain title to said lots as to the following terms, stipulations, restrictions, conditions and covenants, to wit:

1. Fully protective residential areas: The following covenants shall apply to all area in Newlin Acres, located in the town of plainfield, Hendricks County, Indiana.
2. Homesite use: No portion of Newlin Acres shall be used for any purpose other than family residential dwellings.
3. Dwellings: All structures shall meet the town of Plainfield building and zoning requirements. The living area for a structure is 1400 square feet or larger and a two story structure the ground floor must have 800 square feet of living area. Each structure shall have an attached two car garage which is in conforming finish and design with the main structure and contains 400 square feet. It is the responsibilities of lot owner to provide sidewalks meeting Plainfield requirements.
4. Architectural design: No building shall be erected, placed or altered on any lot in this subdivision until the plans, specifications and plat plan showing the location of such building has been approved by an architectural control committee comprised of the undersigned owners of the therein 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 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 any nearer to the front property line than the minimum setback line, as show on the recorded plat. Such location must in any event conform to the restrictions of zoning of Town of Plainfield.
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 and reserved. The drainage easements may be used by the proper authorities including the Town of Plainfield, Hendricks County Ditch Board or by any of the several owners of this subdivision for the maintenance of surface drainage. In no

431

BOOK 126 PAGE

7. Utility buildings: Buildings can be only one story, constructed of all wood, with roofing material and color matching that of the home constructed on the lot. Item 4 in these covenants also applies to the design and building of any utility building. Only one such building is permitted on each lot in Newlin Acres and can be no larger than 10 feet by 12 feet with a ridge height no higher than 12 feet.

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

9. Nuisances: No noxious 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. This includes, but is not limited to the operation of any motorized vehicle, moped or similar vehicle on any lot or streets within the boundaries of Newlin Acres except while traveling to or from the owners residence. No radio or television antenna that extends more than 5 feet above the uppermost height of the roof shall be placed on any lot. No satellite receivers are permitted.

10. Temporary structures: No structure of a temporary character, mobile home, basement, tent, shed, garage, barn, or other out buildings 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 buildings shall be landscaped with a minimum of two deciduous type shade trees within one year of purchasing the lot. Any additional landscaping to be done by the owner must meet the architectural design of the subdivision.

13. Residence exterior: All dwellings must be 75% brick veneer or stone.

14. Vehicle regulations: No vehicle of more than 3/4 ton hauling capacity and/or a vehicle that can not fit into the garage shall be parked on any homesite except while making a delivery or pickup. No car, truck, or trailer 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 building. Also, no commercial, public vehicle, recreational vehicle, boat, house trailer, camping trailer, and truck-mounted camper can be kept on any lot in Newlin Acres. No parking is permitted on any street within Newlin Acres except by guests during special activities if such parking is not inconveniencing other residents.

15. Animals: No animals, livestock, or poultry shall be

raised, bred, or kept on any homestead except that household pets may be kept provided that they are suitably kept on leash and are not kept, bred, or maintained for any commercial purposes and do not create a nuisance.

15. Swimming pools: No above ground swimming pools of any kind are permitted.

17. Fences: Only fences no taller than 42" are permitted and located only in the area behind the front set back building line.

18. Storage tanks: Oil or gas storage tanks shall be either buried or located in a residence or garage area so that they are completely concealed from outside view.

19. Driveways: All driveways shall be constructed of cement concrete at the time of building of home.

20. Signs: No sign of any kind shall be displayed to the public view upon any homestead, except one sign of not more than six square feet, advertising the property for sale, or rents, or signs used by a builder to advertise the property during the construction and sales period.

21. Enforcement: If the owner of any home in Newlin Acres shall attempt to violate any of the covenants herein, it shall be lawful for any other owners to prosecute at any proceeding at law or prevent him from doing so or to recover any damages or other dues for such violation.

22. Term: These covenants are to run with the land and shall be binding on all parties claiming under them for a period of 25 years from the date that these covenants are recorded, after which time said covenants shall automatically be 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 in part. However, at any time, an instrument signed by all owners may be change any covenant.

23. Severability: Invalidation of any one of these covenants by judgements 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.

In witness whereof: The said parties as owners and proprietor of the above described Newlin Acres, have hereunto set their hand this 8th day of January, 1991.

by: Maurice E. Wells
Maurice E. Wells, President

STATE OF INDIANA

COUNTY OF HENDRICKS

BOOK 26 PAGE 433