

ENTERED FOR RECORD

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THE ROLLING "R" ADDITION

Marville Abbott
RECORDED HENDRICKS COUNTY

Declaration of Covenants
CROSS REFERENCE

BOOK 91 PAGE 720

The undersigned, Vernon E. Ploughe and Theresa M. Ploughe, as owners and proprietors of the ROLLING "R" ADDITION, Hendricks County, Indiana do hereby this indenture, restrict and covenant the lots in said subdivision to representatives and to any person, persons, corporation, banks, associations and/or anyone who may obtain title to said lots as to the following terms, stipulations, conditions, restrictions, covenants, to wit;

1. FULLY PROTECTIVE RESIDENTIAL AREA: The following covenants in their entirety shall apply to all of the ROLLING "R" ADDITION, Section one, except Lot #9. Said subdivision being located in Hendricks County, Indiana.
2. LOT USE: No portion of said real estate shall be used for any purpose other than single family residential dwelling, nor shall any lot be further subdivided.
3. DWELLING SIZE: The ground floor area of the main structure, exclusive of one story porches and garages shall NOT be less than 1700 square feet in the case of a one story structure, no less than 1150 square feet in the case of a multiple story structure, with no less than 2100 square feet of finished floor area in such multiple story structure. Each dwelling shall have at least a two car attached garage, but open sided carports are specifically prohibited. All garages must be at least twenty-two (22) feet by twenty two (22) feet. No detached garages are permitted.
4. ARCHITECTURAL DESIGN: No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building, well and septic systems, have been approved in writing as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by a committee composed of the undersigned owners of the herein described real estate or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. If the committee fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. The Contractor, or firm that will be known as the Builder, must also be approved by the Committee. Neither the Committee nor the designed representatives shall be entitled to any compensation for services performed pursuant to this covenant.
5. BUILDING LOCATION: No building shall be located on any lot nearer to the front property line than the minimum building setback line shown on the recorded plat. No building shall be located nearer than ten (10) feet to an interior lot line.
6. DRAINAGE AND UTILITY EASEMENTS: The strips of ground marked drainage and utility easements are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines, and wires, 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 Hendricks County Ditch Board or by any of the several owners of this subdivision or any other sections of this subdivision for the installation and the maintenance of either surface or sub-surface drainage. To accomplish said drainage, the existing grade of said easement may be altered to any grade necessary. In no situation shall any owner block the drainage in any manner along said subdivision swales. This

Covenant grants the Hendricks County Ditch Board the authority to accept all drainage and utility easements for the purposes of establishing a legal drain.

7. **LANDSCAPING:** All lots in this subdivision shall be improved with three (3) deciduous type shade trees within one year of the erection of a permanent structure. All lots whether improved or not, shall be mowed by the owner of the lot or his designated representative a minimum on once per month during the months of April through September.
8. **UTILITY BUILDING:** No utility building or shed shall be constructed or placed on any lot without written approval from the committee, referred to in item #4.
9. **NUISANCES:** No noxious or offensive activity shall be carried out on any lot, nor shall 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, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. Any building once approved and under construction must be completed within one (1) year from the time construction was started. No above the ground swimming pools of any kind are permitted.
11. **RECREATIONAL VEHICLES:** No trailer, motor home, boat, camping equipment, disabled motor vehicle or otherwise shall be stored, parked in any manner whatsoever in front of or at the side of the house or dwelling erected on these lots and the residents shall make every effort to keep their yard and lot in an attractive manner and in such condition that it shall not detract from the property value of the addition. In no event shall any disabled vehicle of any kind be kept on any lot.
12. **ANIMALS:** No animals, livestock or poultry shall be raised, bred or kept upon any lot except dogs, cats or other household pets may be kept, provided that they are not kept bred, or maintained for any commercial purposes. No dog pens of any kind is permitted.
13. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the disposal or storage of such materials shall be kept in a clean and sanitary condition and shall not be so used as to create an offensive sight or odor.
14. **SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Hendricks County Board of Health. Approval of such systems shall be obtained from said authority. If, in the future, public sewage disposal facilities are made available to the lots in this subdivision, each owner therein shall attach to such facilities within two (2) years of the availability date. Right of enforcement of this covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.
15. **WATER SUPPLY:** No individual water supply system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the Hendricks County Board of Health. Approval of such system shall be obtained from said authority. If, in the future, public water facilities are made available to the lot owners in this subdivision, each owner therein shall attach to such facilities within two (2) years of the availability

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date. Right of enforcement of this covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.

16. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the 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 25 feet from the intersections of the street or in case of a rounded 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 property line with the edge of a driveway or alley placement. No trees shall be permitted to remain within such distance or such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.
17. **CULVERT PIPES AND DRIVEWAYS:** The owner of each lot shall be responsible for the installation and maintenance of any and all culvert pipes and driveways to provide access to said lots. The size of such culvert pipes shall in all cases, be not less than the minimum requirements of the state or county specification, whichever, shall apply. However, in no case shall any culvert pipe be any less than 12 inches. All driveways into these lots shall be hard surfaced and constructed in a manner befitting the other lots in the neighborhood. Such drives must be complete within one (1) year from the date construction was started on such lot. No sump pumps or down-spout drains shall be permitted to drain to the street.
18. **FENCES:** No fence shall be erected on or along any lot lines, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air and 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 building set back line other than a fence of a decorative nature not exceeding three (3) feet six (6) inches in height.
19. **STORAGE TANKS:** Oil or gas storage tanks shall be either buried or located in a house or a garage area, such that they are completely concealed from outside view.
20. **SIGNS:** No sign of any kind shall be displayed to the public view upon any lot, except one sign of not more than five square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period. Except that, any sign required by law may be displayed.
21. **ENFORCEMENT:** If the parties hereto, or any of them, their heirs or assignees shall violate or attempt to violate any of the covenants herein it shall be lawful for any person, persons owning any lot or lots in said subdivision to prosecute by any proceeding at law or equity against the person or persons violating or attempting to violate any such covenant and either to 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.
22. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10)

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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 part.

- 23. **SEVERABILITY:** Invalidation of any one of these covenants, by court order, shall in no way, affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF: the said parties as owners and proprietors of the above described subdivision has hereunto set their hands and seals this the 17 day of December, 1981.

Vernon E. Ploughe
Vernon E. Ploughe

Theresa M. Ploughe
Theresa M. Ploughe

STATE OF INDIANA)
COUNTY OF HENDRICKS) SS:

Before Me, The Undersigned, A Notary Public in and for said County and State, personally appeared Vernon E. Ploughe and Theresa M. Ploughe, as owners and proprietors of the above described subdivision acknowledge the execution of the above and foregoing Protective Covenants as their voluntary act and deed.

Witness my hand and seal this 17th day of December, 1981.

My Commission Expires: 2-5-84

M. HELEN EGBERT
M. Helen Egbert
Notary Public
Is a Resident of Hendricks County

200700001158
Filed for Record in
HENDRICKS COUNTY IN
PAUL T HARDIN
01-12-2007 At 02:11 pm.
AMEND COVEN 17.00

**AMENDMENT TO COVENANTS
FOR THE ROLLING "R" ADDITION**

WHEREAS there exists a Declaration of Covenants for The Rolling "R" Addition, as recorded on January 15, 1982 Public Record Book 91, page 720 in the office of the Recorder of Hendricks County, Indiana; and

WHEREAS, the Undersigned, as owners of a majority of the lots located within said Rolling "R" Addition, are desirous of amending paragraph Numbered 4 of said Covenants, and

WHEREAS, the undersigned, pursuant to paragraph 22 of said Covenants now declare that they have the legal authority to so amend,

NOW THEREFORE, the Undersigned, do declare and publish this amendment to said Covenants, as follows:

4. Architectural Design No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building, well and septic systems, have been approved in writing as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by a majority of the owners of The Rolling "R" Addition. Any person(s) desiring to erect or alter any building or structure shall obtain the written approval of a majority of the owners of The Rolling "R" Addition, and such signatures must be obtained within a thirty (30) day period. Each lot shall be entitled to only one (1) vote. The Contractor or firm that will be known as the Builder, must also be approved by a majority of the owners. Nothing in this section shall modify any other existing building restrictions as set forth in the Declaration of Covenants.

All other terms and conditions of the Declaration of Covenants shall remain in full force and effect.

The undersigned swear or affirm that they are legal owners of their respective lots as set forth below and that they have authority to execute this Amendment

1. 3614 Peace Dr.
street address

2. 3517 Remar Dr.
street address

signature of all legal owners

Larry S. Dorris
Mary F. Dorris

Robert J. Phillips
Lynette Phillips

Print names Larry S. Dorris
MARY F. DORRIS

Robert J. Phillips
Lynette F. Phillips

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3. 3640 Romar Dr
street address

signature of all legal owners

Douglas E. Campbell
Kellie J. Campbell
Print names Douglas E. Campbell
Kellie J. Campbell

4. 3611 Romar Dr
street address

Mildred P. Williams
Mildred P. Williams
Print names ARVILLE F. WILLIAMS
MILDRED P. WILLIAMS

6. 3585 Romar Dr.
street address

signature of all legal owners

Jeffery A. Mount
Fawn M. Mount
Print names Jeffery A. Mount
Fawn M. Mount

5. 3539 Romar Dr.
street address

Cecil A. Brown
Cathy A. Brown
Print names CECIL G. BROWN
CATY A. BROWN

7. 4730 E County Rd 350N
street address

signature of all legal owners

Randolph E. Eggers
Michelle E. Eggers
Print names RANDOLPH E. EGGERS
MICHELLE E. EGGERS

8. 3056 ROMAR DR
street address

Kelly D. Cook
Kelly D. Cook
Print names KELLY D. COOK

9. 3566 Romar Dr.
street address

signature of all legal owners

Jack E. Bain
Jack E. Bain
Print names JACK E. BAIN

10. 3542 Romar. Dr.
street address

Jason L. Marshall
Amy Marshall
Print names Jason L. Marshall
Amy Marshall

