

Marvella Abbott  
RECORDER HENDRICKS COUNTY

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RUDGATE IN THE WOODS - SECTION ONE SUBDIVISION  
COVENANTS, LIMITATIONS AND RESTRICTIONS

1. NAME. This subdivision shall be known and designated as Rudgate in the Woods - Section One, a subdivision located in Plainfield, Hendricks County, Indiana.
2. STREET DEDICATION. The streets shown and not heretofore dedicated are hereby dedicated to the public.
3. LAND USE AND PERMITTED STRUCTURES. All lots shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling, one (1) private, attached garage and such other out buildings as are usual and incidental to the use of each lot for single-family residential purposes.
4. TYPE, SIZE AND NATURE OF CONSTRUCTION PERMITTED AND APPROVALS REQUIRED. No single-family dwelling, garage, out building, swimming pool, tennis court or other recreational facility shall be erected, placed or altered on any lot without the prior written approval of the Building Control Committee to be established in accordance with paragraph 5 of these Subdivision Restrictions. Such approval shall be obtained prior to the commencement of construction and shall take into account restrictions as to the type of materials, exterior facade, design, layout, location, landscaping and finished grade elevations. Approvals will be considered upon the submission of satisfactory plans, including a plot plan, building plan showing floor areas and elevation, specifications, landscaping plan and such other data or information as may be reasonably requested, all subject to the following minimum standards:
  - a. Any single-family dwelling erected, placed or altered shall have a minimum ground floor area, exclusive of open porches and garages, of 1,500 square feet in the case of a one story structure and 1,800 square feet in the case of a structure higher than one story. (Determination of sufficiency and adequacy of the term "ground floor area" with respect to single-family dwellings of tri-level, bi-level and one and one-half story designs shall rest exclusively with the Building Control Committee.) Side entry garage required on ranches under 1,750 square feet.
  - b. No single-family dwelling, garage, out building or other structure of any kind shall be moved onto any lot and all materials incorporated into the construction thereof shall be new, except that used brick, weathered barn siding, or the like, or interior design features utilizing other than new materials, may be approved by the Building Control Committee. No trailer, mobil home, tent, basement, shack, garage, barn or other structure shall be placed or constructed on any lot at any time for use as either a temporary or permanent residence or for any other purpose, except as reasonably required in connection with the construction of a single-family dwelling on a lot.
  - c. No fence, wall, hedge or shrub planting which obstructs site lines and elevations between 2 and 6 feet above any street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right of way lines and a line connecting points 25 feet from the intersection of the street lines extended. The same site line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line.

d. Every single-family dwelling, garage, out building or other structure permitted to be constructed or remain on any lot shall be completed on the exterior within one (1) year from the start of construction, including at least one (1) coat of paint, stain or varnish on any exterior wood surfaces. All such structures must be completed and the site graded, sodded or seeded and reasonably landscaped within one (1) year from the date of the commencement of construction thereof. During the period of construction of any structure on any lot, the lot shall be kept and maintained in a sightly and orderly manner and no trash or other rubbish shall be permitted to accumulate unreasonably on any such lot.

e. No dwelling, garage, out building or other structure permitted to be constructed or to remain on any lot by these Subdivision Restrictions shall be located on any lot near the front line or the side street line nearer than the minimum building set back lines as shown on the recorded plat.

5. BUILDING CONTROL COMMITTEE. The Building Control Committee shall be composed of three (3) members to be elected within the sole discretion of Rudgate in the Woods Development Co. as developer of this subdivision, or its designated nominee. Individual members of the Building Control Committee shall be subject to appointment and removal within the sole discretion of Rudgate in the Wood Development Co. or its designated nominee.

In the event the owners of Rudgate in the Woods - Section One form or incorporate a property owners' association then, Rudgate in the Wood Development Co. may, at its option and at any time, transfer the rights, duties and responsibilities of the Building Control Committee to the property owners' association.

In the event the owners of Rudgate in the Woods - Section One do not form or incorporate a property owners' association then, Rudgate in the Wood Development Co. may, upon written notice to all lot owners, and at any time, transfer the rights, duties and responsibilities of the Building Control Committee to any three (3) persons who own lots within the subdivision and upon such notice and transfer the Rudgate in the Woods Development Co. shall be fully removed and relieved of any obligations, duties or responsibilities of the Building Control Committee. These assignee(s) shall be the Building Control Committee until such time as they may assign their rights, duties and obligations. Provided however, that any assignee, other than a property owners' association, must be a lot owner within this subdivision.

The Building Control Committee's approval or disapproval as required by these Subdivision Restrictions shall only be effective if in writing. In the event that a written approval is not received from the Building Control Committee within twenty-one (21) days from the date of receipt of any plans required to be submitted by these Subdivision Restrictions, the failure to issue such written approval shall be construed as the disapproval of any such plans submitted.

6. FUEL RECEPTACLES AND TRASH ACCUMULATION. Any tank for the storage of fuel placed or maintained on any lot outside of any structure or building permitted by these Subdivision Restrictions shall be located below the surface of the ground. No refuse pile or any other unsightly or objectionable materials or things shall be allowed or maintained on any lot. The burning of trash, rubbish or other debris (other than fallen leaves) shall not be permitted on any lot within this Subdivision.

7. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot within this Subdivision except dogs,

cats or other animals generally and customarily recognized as household pets, which may be kept if not for any commercial purposes.

8. MAINTENANCE OF UNDEVELOPED OR UNOCCUPIED LOTS. Owners of undeveloped or unoccupied lots within this Subdivision shall at all times keep and maintain such lots in an orderly manner causing weeds and other growths to be reasonably cut and prevent the accumulation of rubbish and debris thereon, all in accordance with standards with respect to lot maintenance established from time to time by the Building Control Committee. Rudgate in the Woods Development Co. shall have the right to cut any and all weeds of owners of undeveloped and/or unoccupied lots and to make reasonable charges to owners for such work.

9. NUISANCE. No noxious or offensive activities shall be carried on or permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of other lots. Any structure or building permitted to be constructed on any lot which may be in whole or in part destroyed by fire, windstorm or for any other reason shall be rebuilt and restored to its previous condition within a reasonable length of time. All debris shall be removed within a reasonable time after the occurrence.

10. UTILITY EASEMENTS AND DRAINAGE. "Utility Easements" as shown on recorded plat shall be reserved for the use of public utilities for the installation of water, sewer, gas, tile and/or electric lines, poles, ducts, pipes, etc. on, over, under and to said easements for local public use. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time said transmission line is to be constructed. "Drainage Easements" as shown on recorded plat shall be reserved as drainage swales, and said swales are to be maintained by any owner such that water from any adjacent lot shall have adequate drainage along such swale. All easements shown as "Utility Easements" are also to be considered drainage easements and are subject to all restrictions of drainage easements. Any utility poles, guys, anchors or other utility accessories that may be placed within the utility and drainage easements may be placed within the utility or drainage easements but shall be offset from the thread of such easement so as not to create an obstruction in said easement or to create a collecting of trash or other articles which may pass along, over and through said easement.

11. RIGHTS OF ENFORCEMENT. In the event of the violation, or threatened violation of any of the Subdivision Restrictions herein enumerated, Rudgate in the Woods Development Co. or its designated nominee, the persons in ownership from time to time of the lots in this subdivision and all parties claiming under them, and the Hendricks County Plan Commission shall have the right to enforce these Subdivision Restrictions and pursue any and all remedies, in law or equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any building structure or facility not in compliance with these Subdivision Restrictions and shall be entitled to recover reasonable attorneys' fees and other legal costs and expenses incurred as a result thereof.

12. GENERAL. These Subdivision Restrictions may be amended or changed (except paragraphs 5 and 10 hereof which shall not be subject to amendment or change except by Rudgate in the Woods Development Co. or its designated nominee) upon the express written approval of the fee simple owners of at least a majority of the lots in this subdivision, which amendments or changes shall become effective upon recordance of the same in the office of the Recorder of Hendricks County, Indiana. These Subdivision Restrictions shall run with the land and shall be binding on all parties claiming under them for a period of twenty (20) years from the date of recordation, and shall automatically extend for successive periods of ten (10) years each unless prior to the expiration

of any such ten (10) year period they are amended or changed in whole or in part as provided above. The invalidation of any portion of these Subdivision Restrictions by judgment or decree shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS THEREOF, MKW Corporation, doing business as Rudgate in the Woods Development, Co., being the owner of Rudgate in the Woods - Section One, by all of its officers has caused these Covenants, Limitations and Restrictions to be executed this 4th day of January, 1980.

MKW CORPORATION d/b/a  
RUDGATE IN THE WOODS DEVELOPMENT CO.

BY: Greg W. Mahler, President

BY: William F. Kuntz, V.P.

BY: James Lee Whiten, Secretary

STATE OF INDIANA )  
                              )ss:  
COUNTY OF HENDRICKS )

Before me, a Notary Public in and for said County and State, personally appeared Greg W. Mahler, President, William F. Kuntz, Vice President and James Lee Whiten, Secretary, MKW CORPORATION d/b/a RUDGATE IN THE WOODS DEVELOPMENT CO.,

being all of the officers of MKW Corporation d/b/a Rudgate in the Woods Development Co., who acknowledged the execution of the foregoing Rudgate in the Woods - Section One Subdivision Covenants, Limitations and Restrictions, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 4th day of January, 1980.

My commission expires:  
May 19, 1981  
County of residence:  
Hendricks

Lee Comer  
Notary Public

This instrument was prepared by:

Lee T. Comer, Attorney-at-Law  
P. O. Box 207  
Danville, Indiana 46122  
(317) 745-5401.