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JILL L JACKSON  
JOHNSON COUNTY RECORDER

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DECLARATION OF COVENANTS AND RESTRICTIONS OF  
YOUNG ESTATES SUBDIVISION  
(DECLARATION)

CTIC - SMITH VALLEY  
File # 183530

THIS DECLARATION made this 8<sup>th</sup> day of July, 2016, by The Dorothy J. Young Trust  
(hereinafter referred to as "DEVELOPER").

WHEREAS, the following facts are true:

- A. DEVELOPER, at the time of execution hereof, is the sole owner in fee simple of real estate, containing approximately 25.0 acres, describe in YOUNG ESTATES Subdivision Plat (herein referred to as YOUNG ESTATES), as recorded and located in Johnson County, Indiana.
- B. DEVELOPER, by execution of this Declaration, assures that all properties which are conveyed which are part of YOUNG ESTATES shall be conveyed subject to the terms and conditions of this Declaration, which shall run with YOUNG ESTATES and be binding upon all parties having right, title or interest in YOUNG ESTATES, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns the fee simple title to a Lot (herein referred to as "OWNER").
- C. DEVELOPER shall remain the sole source of authority and approvals for YOUNG ESTATES until all Lots are sold. At that time, the DEVELOPER responsibilities as specified in this Declaration will be turned over to a majority vote of the then current OWNERS of the YOUNG ESTATES' Lots with one (1) vote per Lot. The prevailing party in any legal or equitable proceeding against any other party with relation to this Declaration shall be additionally entitled to recover court costs and reasonable attorney fees from the non-prevailing party. Invalidation of any part of this Declaration by judgment or court order shall in no way affect the remaining portions not so affected.

NOW, THEREFORE, DEVELOPER incorporates the RECITALS as if set out in full and hereby makes this Declaration as follows:

1. **Use of Lots:** All Lots in YOUNG ESTATES shall be used solely for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any residential Lot herein, other than one detached single-family dwelling and a private attached garage for cars. No dwelling shall have less than a full size 2 car or more than a 4 car attached garage, unless otherwise approved by the DEVELOPER. Barns and other outbuildings may be approved by DEVELOPER as long as structures are compatible with other structures in YOUNG ESTATES and will not detract from their value and is the sole discretion of the DEVELOPER. All dwellings shall have either a basement, slab or crawl space foundation; wood foundations will not be permitted. Concrete slab foundations will be allowed for

**DECLARATION OF COVENANTS AND RESTRICTIONS OF  
YOUNG ESTATES SUBDIVISION**

**CTIC - SMITH VALLEY (DECLARATION)**

File # 488530

**THIS DECLARATION** made this 8<sup>th</sup> day of July, 2016 by The Dorothy J. Young Trust  
(hereinafter referred to as "DEVELOPER").

**WHEREAS**, the following facts are true:

- A. DEVELOPER, at the time of execution hereof, is the sole owner in fee simple of real estate, containing approximately 25.0 acres, describe in YOUNG ESTATES Subdivision Plat (herein referred to as YOUNG ESTATES), as recorded and located in Johnson County, Indiana.
- B. DEVELOPER, by execution of this Declaration, assures that all properties which are conveyed which are part of YOUNG ESTATES shall be conveyed subject to the terms and conditions of this Declaration, which shall run with YOUNG ESTATES and be binding upon all parties having right, title or interest in YOUNG ESTATES, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns the fee simple title to a Lot (herein referred to as "OWNER").
- C. DEVELOPER shall remain the soul source of authority and approvals for YOUNG ESTATES until all Lots are sold. At that time, the DEVELOPER responsibilities as specified in this Declaration will be turned over to a majority vote of the then current OWNERS of the YOUNG ESTATES' Lots with one (1) vote per Lot. The prevailing party in any legal or equitable proceeding against any other party with relation to this Declaration shall be additionally entitled to recover court costs and reasonable attorney fees from the non-prevailing party. Invalidation of any part of this Declaration by judgment or court order shall in no way affect the remaining portions not so affected.

**NOW, THEREFORE**, DEVELOPER incorporates the RECITALS as if set out in full and hereby makes this Declaration as follows:

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approved garages, barns and outbuildings. Carports with open sides will not be permitted unless approved by DEVELOPER.

- 2. Minimum Living Space:** In the case of a one-story structure, the ground floor area, exclusive of one-story open porches, garages and other areas not considered living areas, shall be not less than 1,600 square feet of finished and livable floor area with 8-12 roof pitch minimum. The ground floor of all multi-story dwellings constructed in YOUNG ESTATES, exclusive of one-story open porches, garages and other areas not considered living areas, shall be not less than 1,100 square feet of finished and livable floor area, with a total aggregate of 2,200 minimum square feet of finished and livable floor area with a 6-12 roof pitch minimum. Basement floor areas, both finished and unfinished, shall not be counted in the above square footages and shall be in addition thereto. Notwithstanding the foregoing, the DEVELOPER may in its discretion approve construction of a dwelling that does not comply with the foregoing requirements if in the DEVELOPER's discretion the design and size of the dwelling will be compatible with the other dwellings in YOUNG ESTATES and will not detract from their value. DEVELOPER has final say and must approve all plans.
- 3. Building Setbacks:** No building shall be located on any Lot nearer to the front lot line or side lot line or rear lot line than the minimum building setback lines shown on the recorded plat. Setback for the front line shall be a minimum of 100 feet or at the discretion of the builder DEVELOPER.
- 4. Temporary Construction:** No construction of shacks, out-houses or the like shall be erected or situated on any Lot herein. No structure of a temporary character, trailer, basement, tent, shack, shall be permitted to remain on any Lot or used in any Lot at any time as a residence, either temporarily or permanently. All job sites must remain neat and clean during construction. If the DEVELOPER is not satisfied with the appearance of a construction site, after 10 day notice thereof to the OWNER of the respective Lot, the DEVELOPER may cause the site to be cleaned and may assess such charges, including attorney fees, specifically against the owner thereof.
- 5. Pools:** Above-ground swimming pools shall not be permitted on any Lot. In-ground swimming pools are permissible and shall be subject to any and all state and county regulations.
- 6. Parking:** Except for cars and personal-use pickup trucks, no boats, trucks, campers, trailers, recreational vehicles, motorcycles, or similar vehicles may be parked on a Lot unless it is screened in such a way that it is not visible to the occupants of the adjacent Lots. At no time shall any unlicensed or inoperative vehicles of any kind be parked on any Lot. Acceptable screening will be determined at the sole discretion of the DEVELOPER. RV's (A1-C5) parking is at the discretion of the DEVELOPER.
- 7. Signs:** No sign of any kind shall be displayed to the public view on any Lot and/or structure, except signs used by the builder to advertise the property during the construction period or a professional sign advertising property for sale, as approved by the DEVELOPER. Violation of this sign restriction will result in Fifty Dollars (\$50.00) per day liquidated damages payable to the DEVELOPER.

The DEVELOPER shall approve all signs deemed appropriate by the DEVELOPER advertising properties for sale, all signs shall be uniform in design and placed as the DEVELOPER shall determine proper.

**8. PLANS AND SPECIFICATIONS TO BE SUBMITTED TO DEVELOPER:**

- a. All plans, drawings and blueprints of proposed homes will be of professional quality and drawn to a scale of not less than 1/8" = 1'. All plot plans shall be drawn to a scale of not less than 1" = 50'.
- b. The following plans will be submitted for each element of new construction: front elevation; side elevation; floor plan of each floor; foundation plan.
- c. Specifications of major building material, i.e. brick, stone, wood, etc.
- d. A plot plan which will provide and identify the following items: proposed location of house and driveway on lot; proposed location of septic system on lot; location of any easements and undisturbed areas; location of proposed fences, screening, walkways, existing and proposed grades.

In order to maintain a high quality, residential development, certain criteria for new homes have been established by the DEVELOPER. The DEVELOPER will remain the sole source of approval.

The DEVELOPER has the right to promulgate and enforce rules to "regulate the external design, appearance, use, location and maintenance of land and improvements subject to the restrictions in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography". In order to satisfy this responsibility, the DEVELOPER shall take the following action:

- a. Approve or disapprove plans and specifications for all proposed new construction on land subject to the restrictions. Approve and disapprove Builders/Contractors of homes and accessory buildings.
- b. Approve and disapprove plans and specifications for all improvements of property on land subject to the restrictions. The DEVELOPER shall determine that buildings and grounds subject to the restrictions are in compliance with the restrictions.
- c. Colors of homes and improvements will generally be subdued earthen tones or white and shall be consistent with other structures in the immediate area. No aluminum, vinyl or 4'x8' siding will be allowed on homes.

**9. Nuisances:** No noxious, waste or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Activities upon Lots are to be conducted in a quiet and controlled manner.

**10. Non-residential Uses:** The use of each Lot is restricted to that of a single-family residence and accessory building(s) uses as permitted herein. Except for those activities conducted as a part of the marketing and development program of the DEVELOPER, no industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage or other use of a Lot, shall be conducted, maintained or permitted in any part of a Lot, nor

shall any Lot be used or rented for transient, hotel or motel purposes. A single-family residence is defined as a single housekeeping lot, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area. NO immoral, improper, offensive or unlawful use may be made of the Lot and OWNERS shall comply with and conform to all applicable laws and regulations of the United States and of the State of Indiana and all other ordinances, rules and regulations of the County of Johnson. The violating OWNER shall hold the DEVELOPER and other OWNERS harmless from all fines, penalties, costs and prosecution for the violation thereof or noncompliance therewith.

**11. Animals:** Animals, livestock or poultry may be raised, bred or kept on any Lot, but shall be confined to OWNER's premises. Animals so kept shall not be permitted to roam at large within YOUNG ESTATES and shall be confined to the OWNER's premises. Animals specifically not allowed are potbellied or midget pigs and hogs. Animals shall be kept only in a quiet manner. Any animal which, in the sole judgment of the DEVELOPER, is causing or creating a nuisance or unreasonable disturbance or noise, may be required to be permanently removed from YOUNG ESTATES within ten (10) days after written notice from the DEVELOPER to the respective animal OWNER to do so. All animals will be kept in an outbuilding of pole construction.

**12. Dumping:** No Lot or common area shall be used or maintained as a dumping ground for rubbish, trash, garbage, waste matter or material. Any such waste material shall be kept on each Lot only in sanitary containers screened in such a way that it is not visible to the occupants of the adjacent lots, and all incinerators or other equipment for the storage or disposal of such material be kept in a clean and sanitary condition. During the construction of a residence, all construction and waste shall be kept in enclosure(s) on the subject Lot and not permitted to be strewn about. It is the responsibility of the builder of any residence or residential improvements to dispose of all excess building material, trash, waste, etc., from the subject Lot.

**13.** Any field tile or underground drain which is encountered during the construction of any improvement with YOUNG ESTATES shall be perpetuated and all OWNERS and their successors shall comply with the Indiana Drainage Code of 1965 and all amendments thereto.

**14.** Swales, drainage ditches and rear or side yard swales shall not be obstructed or altered by structures, fences, planting, fill or other material which may damage, interfere, alter or obstruct the flow or surface water through the drainage channels. If an OWNER desires to construct a fence within the confines of any of the above mentioned drainage ways, the location and type of fence must first be approved by the DEVELOPER to insure that proper drainage flows will not be effected. Upon completion of the fence installation, the DEVELOPER reserves the right to order the fence to be removed or reconstructed if perpetuation of surface drainage is damaged or obstructed as a result of the fence construction, the expense of the removal and/or reconstruction shall be the sole responsibility of the OWNER and not the DEVELOPER. **All fences must be approved** by the DEVELOPER as to type, size and material to insure a desired appearance consistent with the overall aesthetics of YOUNG ESTATES.

- 15. Utilities:** All utilities in YOUNG ESTATES are to be installed underground.
- 16. D&UE:** Strips of ground marked "Drainage and/or Utility Easements" are reserved for the use of public utilities and/or drainage facilities. Within these easements, no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may alter or obstruct the flow of surface water through the drainage channels. The designated location of these easements will be dictated at the time a building permit is issued by Johnson County Planning & Zoning and the Johnson County Highway Department.
- 17. Exterior antennas & Outdoor Lighting:** Satellite, TV, radio and cable transmission/receiving devices are not permitted unless approved by the DEVELOPER in regards to size and location. Outdoor lighting shall be approved by DEVELOPER and shall not be intrusive to other lots in YOUNG ESTATES.
- 18. Exterior Facing:** Materials and colors used on the exterior of all homes and improvements are subject to the approval of the DEVELOPER. All exterior colors are, generally, to be subdued, earthen tones or white and compatible with other structures in or planned for the immediate area. No vinyl or aluminum siding shall be used on exterior construction of the homes. All exterior facing must **also be approved** by the DEVELOPER as to type and material to insure a desired appearance consistent with the overall aesthetics of YOUNG ESTATES. A stone, rock or brick wrap up to the bottom of the windows is a minimum requirement. The remaining siding must be of cement board construction and/or cedar siding. Notwithstanding the foregoing, the DEVELOPER may in its discretion approve construction of a dwelling that does not comply with the foregoing requirements if, in the DEVELOPER's discretion, the design and size of the dwelling will be compatible with the other dwellings in YOUNG ESTATES and will not detract from their value.
- 19. Roofing:** All roofing materials of homes must be a dimensional asphalt/fiberglass shingle or as approved by the DEVELOPER.
- 20. Driveways:** All driveways to those serving the primary residence shall be of a paved or hard surface material or as approved by the DEVELOPER. Driveway locations shall be approved by the DEVELOPER and the Johnson County Highway Department. Drive locations shall be located such that adequate site distance shall be confirmed to eliminate the need for warning signs. Prior to any drive construction, the location of the proposed access shall be staked by the OWNER for review by the DEVELOPER and the Johnson County Highway Department.
- 21. Outbuildings:** Outbuildings will be of pole construction. The exterior will be metal, wood or a type of cement board. No 8 foot sheets of plywood will be allowed. DEVELOPER must approve all outbuildings and they are at the discretion of the DEVELOPER. All outbuildings must be in line with the house or behind the back corners. A gravel, concrete or asphalt drive is acceptable going to the outbuilding, but must be approved by the DEVELOPER.

22. **Lot Maintenance:** All lots must be maintained until a house is started & during construction. No lot is allowed to be overgrown. Lot maintenance is subject to discretion of the DEVELOPER.

23. **Camp Atterbury 1-Mile Buffer:** A purchaser of any lot or 853 E 600 Trafalgar, IN 46181 is advised of the existence of a major military training facility southeast of the real estate and lies in, or near a major flight path frequently used by military aircraft, both rotary and fixed wing, conducting airborne training activities at the installation.

**IN WITNESS WHEREOF**, the undersigned has caused the Declaration to be executed the day and year first above written.

*Donald G. Young Trustee*  
DONALD G. YOUNG TRUSTEE  
(DEVELOPER)

BY: \_\_\_\_\_ By: \_\_\_\_\_

STATE OF INDIANA  
COUNTY OF JOHNSON

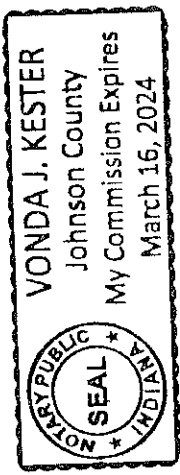
)SS:

Before me, a Notary Public, in and for said County and State, personally appeared Donald G. Young, Trustee by me known, who acknowledged the execution of the foregoing "Declaration of Covenants and Restrictions of YOUNG ESTATES SUBDIVISION".

WITNESS my hand and Notary Seal this 8<sup>th</sup> day of July, 2016.

My Commission Expires: \_\_\_\_\_

*[Signature]*  
\_\_\_\_\_  
Notary Public



\_\_\_\_\_  
(Printed)

I affirm, under the penalties for perjury, ~~that I have taken reasonable care to redact each Social Security number in this document, unless required by law~~

*Vonda J. Kester*

This instrument prepared by:  
Don Young  
8098 S. Nineveh Road  
Nineveh, IN 46164  
KOE Engineering & Surveying  
70 E. Main Street #A  
Greenwood, IN 46143

County of Residence

488530

**EXHIBIT A**

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 11 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, NINEVEH TOWNSHIP, JOHNSON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID QUARTER-QUARTER SECTION; THENCE SOUTH 00 DEGREES 01 MINUTE 05 SECONDS EAST ON AND ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 561.08 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 56 SECONDS WEST A DISTANCE OF 488.84 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 04 SECONDS WEST A DISTANCE OF 530.70 FEET TO A POINT ON THE NORTH LINE OF SAID QUARTER-QUARTER SECTION; THENCE NORTH 86 DEGREES 23 MINUTES 43 SECONDS EAST ON AND ALONG SAID NORTH LINE A DISTANCE OF 490.11 FEET TO THE POINT OF BEGINNING CONTAINING 6.128 ACRES MORE OR LESS.

EXCEPTING THEREFROM, 0.711 ACRES RIGHT-OF-WAY DEDICATION OF COUNTY ROAD 600 SOUTH AND COUNTY ROAD 100 EAST (NINEVEH ROAD) RESULTING IN 5.417 ACRES NET.