

# OAK PARK

## DECLARATION OF RESTRICTIVE COVENANTS

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The undersigned, PAR FOUR, LLC, represented by its Members, as owners of Oak Park, an addition to the Town of Plainfield, Hendricks County, Indiana, the legal description of which is more particularly described on attached Exhibit "A", do by this indenture restrict and covenant the lots and other area within said subdivision to itself and its assigns, grantees, successors, heirs, or legal representatives, and to any person, persons, corporations, 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 AREA. The following covenants shall apply to all lots in Oak Park.
2. HOMESITE USE. No portion of said real estate shall be used for any purpose other than single family residential dwellings, nor shall any lot be further subdivided.
3. DWELLING. The ground floor of the main structure, exclusive of porches and garages, shall NOT be less than Two Thousand (2000) square feet in the case of one story structures, nor less than One thousand (1000) square feet in the case of multiple story structures, with no less than Two Thousand (2000) square feet of finished floor area in such multiple story structures. (Determination of sufficiency and adequacy of the term "ground floor of main structure" with respect to dwellings of tri-level, bi-level and one-and-one-half story design shall rest exclusively with the Architectural Control Committee, as defined in Paragraph 4). Basements, either finished or unfinished, shall not be included in square footage calculations. In addition to the above square footage requirements, each structure shall have either an attached or detached garage structure of no less than Four Hundred Forty (440) square feet in size, which is in conforming finish and design with the main structure. No building site is permitted to have both an attached and detached garage. All building locations and elevations must comply with the plat and Hendricks County and Plainfield regulations. The exterior walls of a single story residence (and any detached garage) must be constructed with at least eighty-five percent (85%) of the exterior walls covered with brick or stone veneer. Multiple story structures shall have one hundred percent (100%) of the first floor covered with brick or stone veneer. The above brick requirements also apply to the portion of the residence facing any porches. No Aluminum or vinyl siding (except for soffit areas) is permitted.
4. ARCHITECTURAL DESIGN. No building, or any other structure, shall be erected, placed or altered on any lot in this subdivision until the plans, specifications and plot plan showing the location of such building has been approved by an Architectural Control Committee (the "Committee") comprised of the undersigned owners, 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 (20) days from the date of submission, it shall be deemed that the Committee has DISAPPROVED the presented plan.
5. BUILDING LOCATION. Front yard set back lines and side yard set back lines on corner lots are shown on the plat, between which lines and the property lines of the street there shall be no buildings or structures of any kind erected or maintained. Side yard set back lines on all other lots shall be ten (10) feet unless Hendricks County or Plainfield zoning regulations require a larger set back distance.
6. DRAINAGE AND UTILITY EASEMENTS. The strips of ground marked "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 reserved as drainage swales may be used by the proper authorities and are to be maintained by any owner such that adequate drainage is maintained along such swale. Whenever practical, any lot owner should attempt to keep street drains clear of leaves and other debris in order to maintain a safe and attractive environment. All utility easements are also subject to all restrictions of drainage easements. No permanent or other structures are to be erected or maintained upon any easement shown upon the plat and owners of lots shall take their titles subject to the rights of the above

easements; No sump pump may be discharged into the street after a house is completed. The discharge of a sump pump must be installed underground with plastic pipe or vitrified tile to subsurface drains or approved drainage swales. In order to ensure the proper operation of the drainage system, No dumping of any material into the drainage swales is permitted, including but not limited to leaves, grass clippings, dirt, stones, trash or any other items.

7. UTILITY BUILDINGS. No exterior storage buildings, except for detached garages built in style and finish conforming with the house, are permitted.

8. BUSINESSES. No mercantile building shall be erected, built or placed on any portion of Oak Park nor may any dwelling be used for any business of any nature. However, a house shall be permitted to be used as a model home by a builder for a period of six (6) months measured from the date of issuance of an occupancy permit by the Town of Plainfield, after which the house must be placed on the market and be available for sale by the builder. During such use of the house as a model home, the total signage that may be used on any lot shall not exceed twenty-five (25) square feet with no single sign exceeding sixteen (16) square feet. After the model home period (under the above time period limitation), the sign limits of paragraph 10 shall apply. The above sign limitations shall not apply to signs used by Par Four, LLC to market lots in the subdivision.

9. NUISANCES. No noxious or offensive activity shall be carried out on any homesite or anywhere within the boundaries of the subdivision, 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 moped, motorcycle, off-road vehicle, all-terrain vehicle or similar item on any lot or on any street within the boundaries of the subdivision. No vehicle shall be operated at any time within the subdivision if it is not properly licensed by the driver and legal on public thoroughfares.

10. TEMPORARY AND OTHER STRUCTURES. No structure of a temporary character, mobile home, basement, tent, shed, garage, barn, or other outbuildings shall be used upon any homesite at any time as a residence, either temporarily or permanently. No animal kennel, paved slab that would serve as a basketball court (except the use of an existing driveway), tennis court, paddle ball court or similar activity is permitted. No exterior antennas, solar panels (if visible beyond the lot boundaries), satellite discs, or signs other than one sign of no more than five (5) square feet used to advertise the property for sale, may be placed on any homesite (except as provided in Paragraph 8. Temporary structures used by builders during construction of a residence shall be allowed to remain during the building period.

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 container out of view from the street except on days of trash collection. There shall be no use of outside incinerators or burners for the burning of leaves, branches or trash.

12. LANDSCAPING AND HOMESITE MAINTENANCE. All homesites, whether improved or not, shall be kept mowed by the owner or representative during the months of April through October. Lot owners are responsible for the removal of any trees or limbs that may block subdivision streets or fall on adjacent properties and even if the homesite is unimproved, should not permit the accumulation of leaves on the sidewalk (if present) and street. It is expressly prohibited for any lot owner or other individual to transport any dirt, stones, rocks, sand, trash or any other materials, to any other lot at any time, including during the final grading and seeding operations. For safety and aesthetic considerations, before removing any tree larger than twelve (12) inches in diameter, lot owners or their representative must notify Par Four, LLC or their designated representative and receive approval for said removal.

13. VEHICLE REGULATIONS. No vehicle of more than 3/4 ton hauling capacity or equivalent vehicle shall be parked on any homesite except while making a delivery or pickup. No trailer, boat or recreational vehicle shall be permitted to remain on any homesite unless kept within a garage. This includes any vehicle that is not in operational condition and bearing the current year's license plate. Routine on-street parking is prohibited except that in instances when guest parking is required for special occasions, on-street parking is permitted but vehicles must be removed as soon as the event ends.

14. ANIMALS. No more than two household pets are permitted per residence. However, additional pets are permitted if kept within the residence at all times. In any event, no animals, livestock, or poultry shall be raised, bred, or kept on any homesite for any commercial purpose or if they cause a disturbance or become a nuisance to the adjacent lot owners. Any dog that is permitted outside must remain within a fenced yard (no outdoor animal kennel is permitted) unless on a leash held by a resident.

15. WATER SUPPLY. No individual water supply system shall be permitted on any homesite.

16. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any homesite.

17. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) 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 twenty-five (25) feet from the intersection of the street line or in the case of a property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any homesite within ten (10) feet from the intersection of a street's property line with the edge of the driveway. No trees shall be permitted to remain within such distance of such intersections unless the foliate line is maintained at such height to prevent obstruction of such sight lines.

18. FENCES. No fence shall be erected on or along any lot line, nor on any homesite, the purpose or result of which will be to limit or obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected so as to decorate the property without hindrance or obstruction to any other property. No fence shall be erected between the front property lines and the front of the dwelling, or in the case of a corner lot between the side property line along the street and the dwelling. Any fence that is intended to block the view, such as around a pool or deck area, shall be located no further from the residence than midway from the residence and the property line (except that the fence may be extended further to the rear of the lot as may be necessary to properly protect and enclose a swimming pool as required in Paragraph 23). Any eligible fence must first be approved by the Committee.

19. SIDEWALKS AND PRIVATE DRIVES. All private drives shall be paved with either blacktop or cement concrete prior to occupancy of the dwelling. Sidewalks must be of concrete and installed according to local code and requirements and for the safety and security of the neighborhood must be completed at time of construction and before occupancy or within one (1) year from the date of purchase of the lot from the undersigned, whichever occurs first. This obligation shall extend to the new owner(s) in the event that the lot is sold by the original purchaser with the one (1) year period still measured from the date of the original purchase from Par Four, LLC. Compliance is an obligation of the current owner. If sidewalks are not installed prior to the above one (1) year requirement, Par Four, LLC shall have them installed and shall invoice the current owner who by receipt of title to the lot agrees to accept this obligation. If sidewalks are thus installed by Par Four, LLC, then the cost of the sidewalk, plus a ten percent (10%) service charge and costs of collection thereof shall thereupon become a continuing lien on the property. Sidewalks must be poured so that they slope toward the curb and be at an elevation of four (4) inches or more above curb level unless current Plainfield ordinances require otherwise. Sidewalks at property lines are to meet flush with no abrupt grade changes from one lot to another. Plainfield regulations regarding sidewalks shall supersede this covenant if applicable.

20. STORAGE TANKS. Oil, gas or any other storage tanks shall either be buried or located within the house or garage area so that they are completely concealed from outside view.

21. HOMEOWNERS ASSOCIATION MEMBERSHIP. All owners of lots in the subdivision shall become members of the Oak Park Homeowners Association (the "Association"). The Association is a not-for-profit corporation with mandatory membership of all the owners of lots in Oak Park.

(a) Each lot owner, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for the maintenance of certain areas within the subdivision. Each such annual assessment shall be the personal obligation of the person(s) who was the owner of the property at the time when the assessment was due. The annual assessment date shall be the first day of May with the first such assessment due at the time of closing of the lot purchase by the original owner with the payment immediately transferred to the Association for deposit in its bank account. The next assessment shall be due on the first day of the following May without proration or adjustments.

(b) The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Association members, and in particular for the upkeep of the landscaped areas, mowing of the drainage easements and common areas as specified by the Association Board of Directors and other general maintenance functions that the Association shall determine is in the best interests of its members. Additional uses of Association funds are dependent on the decisions of the membership in scheduled Association meetings.

(c) The original annual assessment shall be in the amount of seventy-five and no/100 dollars (\$75.00) (unless changed pursuant to paragraph 21(d)) per each lot sold by the undersigned, its representatives or assigns. All such annual assessments shall be paid to the Treasurer of the Association at the time of closing of the purchase of the lot. In no event shall any assessment or charge be levied against or be due from the undersigned, its representatives or assigns. Future assessments are to be determined by the Association. If the assessments are not paid on the date when due, then the assessment and costs of collection thereof shall thereupon become a continuing lien on the property. Sales of a lot to a builder for the purpose of construction of a residence for resale require a similar payment by the builder at the time of closing as provided earlier in this section.

(d) Subject to the limitations of subparagraph 21(c), the Association may change the maximum and basis of the assessments, provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

(e) The management, affairs and policies of the Association shall be vested in the Board of Directors (the "Directors"). The Directors shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such roster shall be kept in the office of the Association. Written assessment shall thereupon be sent to every Association member subject thereto.

22. SPECIAL PROVISIONS DURING CONSTRUCTION. It is the responsibility of the owner of any homesite to maintain a clean and safe construction site, placing such condition in the contractual agreement with a building contractor. Immediately upon commencement of construction activities, a stone driveway area shall be created to minimize mud and debris carryover to the subdivision and adjacent streets. Likewise, in order to ensure the continued operation of the underground street drains, contractors **MUST BE REQUIRED BY THE CONTRACTUAL AGREEMENT** signed with the lot owner to clear streets of any excess mud or dirt that is tracked by construction vehicles on a daily basis. Loose trash shall not be allowed to carry over to adjacent homesites. If the construction site is not maintained in conformity with this paragraph, Par Four, LLC reserves the right to perform such cleanup functions that it deems necessary to protect the interests of the other lot owners and will invoice the owner accordingly, similar to the provisions of Paragraph 19.

23. SWIMMING POOLS. No Swimming pool or associated structure shall be erected or placed on any homesite until the construction plans, including plot plan, have been approved by the Committee. No above ground pool is permitted. Below ground pools shall be fenced for the safety of other residents.

24. MAIL BOXES. As long as a mailbox is required to be installed at a street location for Postal delivery, it shall be supported and mounted on 4x 4 wood material. No brick or other forms of mailbox enclosures are permitted unless approved by the Committee. Builders or homeowners must provide mailboxes of a uniform design approved by the Committee.

Specifications are available upon request. The location of the mailbox must be acceptable to the Plainfield Postmaster.

25. ENFORCEMENT. If the owner of any lot in Oak Park shall attempt to violate any of the covenants herein, it shall be lawful for any other owner(s) and/or the Association to prosecute at any proceeding at law or equity against the person(s) violating any such covenant and either prevent such violating owner from doing so or to recover any damages or other dues for such violation. It is solely the responsibility of the lot owners and the Association to monitor compliance with these covenants and Par Four, LLC has no obligation in this regard beyond approving the architectural plans (Architectural Committee).

26. TERM. These Covenants are to run with the land and shall be binding on all parties claiming under them for a period of twenty-five (25) years from the date that these Covenants are recorded, after which time said Covenants shall automatically be extended for successive periods of ten (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 of the lots in Oak Park may be recorded to change any covenant.

27. SEVERABILITY. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the provisions otherwise contained in this document and all remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties as owner and proprietor of the above-described Sections in Oak Park, have hereunto set their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Par Four, LLC

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

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF HENDRICKS )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Par Four, LLC, represented by its authorized Member, \_\_\_\_\_ as owner and proprietor of the above-described subdivision, and acknowledged the execution of the above and foregoing RESTRICTIVE COVENANTS as his voluntary act and deed.

WITNESS my Hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

My commission expires \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

Resident of \_\_\_\_\_ County.

\_\_\_\_\_  
Printed

This instrument was prepared by Ben Comer, Attorney at Law, 71 W. Marion St., Danville, Indiana 46122.