



# **DAVID BRENTON'S TEAM**

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## **RE/MAX Select, REALTORS**

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The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

**The information is deemed reliable, but not guaranteed.**

1. **Dedication of Streets.** All streets shown and not heretofore dedicated are hereby dedicated to the public.
2. **Corner Lots.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.
3. **Drainage.** It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Cumberland Town Board and the requirements of all drainage permits for this plat as issued by said Board. It shall be the duty of every owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair.
4. **Utility Easements.** There are strips of property as shown on the recorded plat which are hereby designated and reserved for use of the public utilities for the installation and maintenance of utilities and drainage facilities (hereinafter referred to as Utility Easements.) No permanent or other structure or obstruction shall be erected or maintained on such Utility Easement but each owner shall take title to that part of the Utility Easement comprising a part of his lot, subject to the rights of such public utility for ingress and egress in and along, across, through, and over the Utility Easement.
5. **Trees.** No trees shall be planted in the road right-of-way.
6. **Minimum Living Space Areas.** The minimum square footage of living space of dwellings constructed on various residential lots in the Development exclusive of porches, terraces, garages, carports, accessory buildings or basements below ground level shall contain no less than 1800 square feet of ground floor living area for a one-story structure or 1000 square feet of ground floor area if higher than one-story, provided that higher than one-story structures shall have a minimum of 2000 square feet total living area and each dwelling shall have a two or three car attached garage.
7. **Architectural Design.** No building, fence, walls or other structure shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to the topography and finished ground elevations by the Developer or its Assigns.
8. **Building Locations.** No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the plat. No accessory building shall be located closer to any front or side lot line than the required minimum front and side yard distance for the primary dwelling. No accessory building shall be located closer to any rear lot than 15 feet, but in no case shall it encroach upon any easement.
9. **Residential Use Only.** All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this subdivision. No motor home, trailer, tent, shack, boat, garage, basement, or other outbuildings shall be used for temporary or permanent residential purposes on any lot in the subdivision. No dog kennel, junk yard, or commercial business of any kind will be permitted in this subdivision.
10. **Limitation on Time.** All residential construction on any lot must be completed within one (1) year after the starting date, including final grading.
11. **Driveways.** All driveways shall be paved with concrete, asphalt, or other all-weather surface materials. No gravel or stone driveways will be permitted. No additional parking will be permitted on a lot other than the existing driveway.
12. **Parking Limitations.** No inoperative or unlicensed vehicle shall be parked on or repaired on any lot or on the driveway thereof. No camper, trailer, mobile home, boat, truck, school bus or other vehicle of any kind may be parked in the Development unless such vehicle is kept in the garage, except for personal automobiles, vans and pick-up trucks.
13. **Water Systems.** All water systems and methods of sewage and
14. **Fuel.** All fuel storage tanks in this subdivision shall be buried below ground.
15. **Lot Maintenance.** All lots on which construction has not begun must be mowed and maintained by the lot owner. After construction, the structure, grounds and recreational equipment shall be maintained in a neat and attractive manner.
16. **Nuisances.** No noxious or offensive trade shall be permitted upon any lot in this subdivision nor shall anything be done thereon which may be a nuisance or annoyance to the neighborhood. No refuse will be maintained on the lot. Garbage and trash will be kept in approved containers which are not visible from the street, except on collection day.
17. **Outbuildings.** Outbuildings shall be constructed of new materials and be similar in appearance with the residence on the lot on which the building is being built. Metal outbuildings shall not be permitted in any event.
18. **Antennas.** No satellite dish or communications tower antenna shall be allowed. Any TV reception antenna shall not extend more than five (5) feet above the highest point of the primary residence on the lot.
19. **Solar Technology.** Devices for solar technology must be architecturally integrated within the primary residence and must be approved by the Developer or its Assigns.
20. **Swimming Pools.** Swimming pools must be placed behind the residence. Above ground pools will not be permitted.
21. **Pets.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept will not be permitted to roam at large within the subdivision and shall be confined to the owners's premises.
22. **Fencing.** Fencing shall not exceed six (6) feet in height and no fence shall be placed closer to the front lot line than the rear of the primary residence. Chainlink fencing must be of the dark vinyl coated type. All fencing must be maintained in good condition.
23. **Mailboxes.** The Developer or its assigns will require a standardized mailbox for each residence and shall establish a design, material, and paint specification for a mailbox which shall be standard for all mailboxes in this subdivision.
24. **Retention Lake-Use & Maintenance Obligation.** Lots \_\_\_\_\_ inclusive and a separate body of water designated on the plat as "Retention Lake" (hereinafter called "Lake"). These Lakes serve as retention or drainage areas and outlets for surface water in this and other Sections of Glen Oaks Village. Only the owners of the Lots herein mentioned as respects the Lake upon which their Lot abuts, along with the owners of Lots in other sections that also abut the same Lake, shall have the right to use the applicable Lake for fishing so long as it is done solely for the Lot owners land bank. None of the owners herein, relative to the Lake applicable to them, shall have the right to use such Lake for any other purpose including, but not limited to, wading, boating, swimming or fishing from with the Lake.
25. **Builders.** All homes in the subdivision shall be built by custom builders approved by the Developer/Owner.
26. **Control Committee.** After 100% of lots are sold in Glen Oaks Village, an Architectural Control Committee of residents will be set up and original members appointed by the Developer to assume duties previously performed by the Developer and his assigns.
27. **Duration of Covenants.** The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2009, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the Owners of the majority of the numbered lots in the Development.
28. **Severability.** Every one of the restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions, and of and from every combination of the restrictions. Therefore, if any of the restrictions shall be held to be invalid or to unenforceable, or to lack the quality of running with the land, that holding shall be without effect on the validity, enforceability or running quality of any other one of the restrictions.