

9707632 04/25/1997 03:04P 1 of 3  
Pamela K. Berglund, Tippecanoe County Recorder

ONLY ENTERED FOR REVISION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER.

RESTRICTIVE COVENANTS  
MILL CREEK SUBDIVISION PHASE I  
R-2 ZONED LOTS 75 THROUGH 132

*Betty A. H. H. H.*  
AUDITOR OF TIPPECANOE CO.  
4-25-97

Abbington Development, Inc., being sole owners of the real estate of Mill Creek Subdivision, R-2 zoned lots, Tippecanoe County, Indiana, more particularly described on Exhibit A attached hereto and incorporated herein by reference, does hereby dedicate forever, for public use, all of the streets and ways on said plat, and does hereby fix and declare the following covenants to be applied in this subdivision:

A. The Land use shall be in conformity with the general zoning ordinance of the County of Tippecanoe, Indiana.

B. No building shall be located nearer to the front lot line nor nearer to the side street line than the building setback lines shown on the recorded plat.

C. No fence, wall, hedge, or shrub planting which obstructs sight-lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the Street lines, or in the 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 pavement. No trees shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines. No fence or shrub planting of over thirty-six (36) inches in height shall be permitted on any lot from front lot line to building setback line.

D. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

E. No trailer basement, tent, shack, garage, barn, or other outbuilding erected in the addition shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

F. The lots in this subdivision are fixed as one and two family dwelling lots and shall not be further subdivided more divided by plan development.

G. Easements as shown on the recorded plat and marked "Easements" are reserved for the use of sewers and/or public utilities for the installation of poles, ducts, wires, lines, and mains, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but the owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and to the rights of the owners of other lots in the subdivision.

H. All building plans shall be reviewed and approved or rejected in writing by an architecture committee, consisting of Derrin P. Gorenson and Ronald H. Whistler. Said plans shall consist of minimum building requirements set forth by the architecture committee.

I. Minimum living area requirements shall be as follows:

1) Minimum living area for a single family dwelling shall be 1100 square feet and all single family dwellings shall have at least a one car attached garage.

2) Minimum living area for a two family dwelling shall be 950 square feet per side, or a total minimum living area of 1900 square feet. Each side of the two family dwelling shall have at least a one car attached garage.

3) All residential dwellings shall have at least 50% of the front face area of the building with brick exterior.

J. All recreational vehicles, trailers, boats, buses or trucks must be stored in a garage or suitable permanent building erected for that purpose.

K. All swingsets, trampolines and recreational equipment must be set up in the backyard only.

L. No vehicular access shall be permitted to Bridgewater Circle from lots 75, 100, 101, 102, 103, 104, 105, 106, 107, 108, and 109 as shown on the final plat. These restrictions shall be enforceable by the Area Plan Commission and irrevocable by the lot owners.

M. In consideration of the City of Lafayette, Indiana for permitting the Developer to connect, at his request, to the City sewerage and City water systems and for other good and valuable consideration, the Developer, being the fee simple owner of all the real estate to be serviced, for itself and its successors-in-interest, hereby waives all rights to object to annexation or resist any proceeding for annexation commenced either by the City of Lafayette or others and does hereby consent to any such annexation of such by the City of Lafayette of all or any part of the Real Estate within the serviced area at any time after recording of these covenants.

N. No fences shall be built in the front yards in this subdivision, nor shall any fences be erected in the back unless Paragraph N. shall be complied with. In no event shall a fence exceed six feet in height.

O. The owners of the lots of this subdivision shall not object to the forming of a Homeowners Association which may be formed for the purpose of maintaining any and all common areas adjacent to the herein described property. Each lot owner shall be required to pay his prorata share of said common area fees.

P. Outlot B, as described on the final plat, shall be used as a drainage way and common walk way and will be owned and maintained by the Homeowners Association, which will be formed at a later date.

The foregoing covenants, restrictions, and conditions shall run with the land and shall be binding on all parties owning or claiming any interest in any lot, thereof, in said addition and all persons claiming under them until January 1, 2022, at which time they shall be automatically extended for successive periods of ten (10) years, unless by vote of majority of the then owners of the lots, it is agreed to change or abolish said covenants in whole or in part. Covenants P above may only be amended, changed or abolished with the consent of the Area Plan Commission.

If said parties, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate property situated in said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages therefore.

Invalidation of any one of these covenants by judgment or decree shall not in any way affect the other provisions which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

WITNESS our hands and seals this 21<sup>st</sup> day of April, 1947.

ABBINGTON DEVELOPMENT, INC.

By: Ronald M. Whistler  
Ronald M. Whistler

By: Derrin P. Sorenson  
Derrin P. Sorenson

STATE OF INDIANA )  
                          )SS:  
COUNTY OF TIPPECANOE )

Subscribed and sworn to before me, a Notary Public, in and for said County and State, personally appeared Derrin P. Sorenson, Ronald M. Whistler, as corporate officers for Abbington Development, Inc. April 23, 1947.

My Commission Expires:

11-4-48

Printed: Shirley A. Leonard  
County of Residence: Clinton



This instrument prepared by:  
ABBINGTON DEVELOPMENT, INC.