

*Handwritten signatures and names at top left.*

RECORDER  
FAIRFIELD COUNTY RECORDS

DECLARATION OF COVENANTS  
FAIRFIELD FARMS - SECTION 1

SECTION 1  
PAR  
SECTION 1  
HAMILTON

LD FARMS  
SECTION 1  
DINARY PLAT  
ART SE 1/4  
TION 30-19N-5E  
N COUNTY, INDIANA

Record No. 9819509  
P.C. No. 1-1-113

PLAN COMMISSION, UNDER AUTHORITY PROVIDED BY TITLE 36, ACTS 1081, 1082, 1083 AND 1084, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY OR SUPPLEMENTARY THERETO AND AN ORDINANCE APPROVED BY THE COMMON COUNCIL OF THE CITY OF NOBLESVILLE, INDIANA, THIS PLAN WAS GIVEN APPROVAL BY THE CITY OF NOBLESVILLE, AS FOLLOWS:  
ADOPTED BY THE NOBLESVILLE PLAN COMMISSION AT A MEETING HELD MAY 5, 1987

NOBLESVILLE PLAN COMMISSION

*Handwritten signatures of commission members.*

SECRETARY STEVEN R. HORTLEY

SECRETARY STEVEN R. HORTLEY

The undersigned, Thompson Land Company, Inc. by Cory D. Thompson, President, and Jeffrey E. Thompson, Secretary of Hamilton County, in the State of Indiana, being the owners of record of all of the within described and hereby declare the lot, plat and subdivision into lots and streets and hereby intend to dedicate to the public use any of such streets not previously dedicated, in accordance with the within plat. The following restrictions, conditions, and covenants are hereby imposed and shall run with the land conveyed in such plat.

The within plat shall be known and designated as Fairfield Farms, Section 1, a subdivision in Noblesville Township, Hamilton County, in the State of Indiana. Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

The ground floor area of the main structure, exclusive of one-story open porches and patios, shall be not less than one thousand three hundred (1300) square feet in the case of a one-story structure, nor less than eight hundred (800) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of one thousand six hundred (1600) square feet of finished and finished floor area. All basements shall be attached to the main structure and shall be a minimum of two car stalls.

No lot, lot, tract, street attached shed, basement, garage, or temporary building shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage, tool shed, or detached storage building erected or used as an accessory to a residence in this subdivision shall be of a permanent type of construction and conform to the general architecture and appearance of such residence.

No fence shall be erected in this subdivision between the building lines and the right-of-way lines of the streets as shown on the within plat, except with the approval of the Architectural Control Committee, which fence shall not exceed 42 inches in height and shall be of a decorative nature.

No building, structure, or accessory building shall be erected closer to the adjacent lot than eight (8) feet, provided that such side yards shall equal at least twenty percent (20%) of the total lot width. Where buildings are erected on more than one lot, this restriction shall apply to the buildings of the entire tract bounded by the multiple lots.

No structure in this subdivision shall exceed 2 and 1/2 stories or twenty-five (25) feet in height measured from finish grade to the under side of the eave line, nor an structure other than an open porch shall be erected between the building lines and the right-of-way lines of the street as depicted on the within plat.

Interlot Maintenance: On drainage easements, the City of Noblesville shall be responsible for the care, maintenance, repair, and/or replacement of arched structures in places, such as sewer pipes, manhole endings, etc., and each property owner shall be liable for the cost of such maintenance and repair. The City shall have access rights over and across said easements.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such items shall not be kept, except in a primary container.

No campers, trailers, boats, or all-terrain vehicles shall be parked on any lot in this subdivision unless the same shall be parked in such a manner that it is not visible to the occupants of other lots in this subdivision or the street or any access to this subdivision.

The drainage easements shown on the within plat are reserved for the drainage of storm water runoff by swale, ditch, or storm sewer. No structure other than such water drainage structure, retaining walls, or elevated walks and driveways shall be erected in, on, over, under, or across any such easement, except that a drainage easement may also be used as a utility easement, and structures permitted in a utility easement may be erected thereon, provided that they do not interfere with the flow of water. The owners in this subdivision shall take their title to the land conveyed in such drainage easements subject to the perpetual easement herein reserved.

In the event storm water drainage from any lot or lots flows across another lot, provision shall be made to prevent such drainage to continue without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided by the within plat.

The right to enforce the within restrictions, limitations, and covenants by injunction is hereby declared and reserved to the owners of lots in this subdivision, their heirs and assigns, who shall be entitled to seek relief without being required to show any damage or attempt of violation. Said provisions shall be and through any such violation or attempted violation. Said provisions shall be and through no fault force an effect for a period of twenty (20) years from the date of this plat and thereafter unless so nullified by a vote of the three owners of a two-third majority of the total lots in this subdivision. It is agreed to change to covenant in whole or in part. Invalidity of any one of these covenants by agreement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Owners of lots within Fairfield Farms Section 1 shall be members of an incorporated association known as Fairfield Farms Property Owners Association, Inc. and shall be subject to an additional declaration of restrictions recorded in Hamilton County, Indiana, as Instrument # 98-18193.

WITNESS OUR HANDS THIS 13TH DAY OF JULY 1987.

THOMPSON LAND COMPANY, INC.  
AN INDIANA CORPORATION

CORY D. THOMPSON  
PRESIDENT

JEFFREY E. THOMPSON  
SECRETARY

STATE OF INDIANA )  
COUNTY OF HAMILTON )

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE PERSONALLY APPEARED CORY D. THOMPSON, SECRETARY AND JEFFREY E. THOMPSON, SECRETARY, AND EACH SEVERALLY AND JOINTLY ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN WITNESS WHEREOF I HAVE AFFIXED MY SEAL AND SIGNATURE AS NOTARY PUBLIC AS THIS OR HER VOLUNTARY ACT AND DEED, FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS 13TH DAY OF JULY 1987.  
NOTARY PUBLIC, *Signature*  
MY COMMISSION EXPIRES 06/30/90  
COUNTY OF RESIDENCE Hamilton  
THIS INSTRUMENT PREPARED BY CORY D. THOMPSON, PRESIDENT, THOMPSON LAND CO., INC AN INDIANA CORPORATION.

