

PROTECTIVE COVENANTS

The undersigned, Henry S. Bond, owner of the real estate shown and described herein, do certify that I have laid off, platted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the land contained in such plat.

This subdivision shall be known and designated as "BLOOMFIELD LAKES ESTATES, SECTION III", a subdivision in Marion County, Indiana. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground as shown on the attached plat marked "Drainage and Utility Easements" which are hereby reserved for the use of public utility companies, not including transportation companies, for the installation and maintenance of poles, lines, wires, sidewalks, sewers and drains, subject at all times to the proper authority of Marion County, Indiana, and to the easements herein reserved. No permanent or other structures except fences shall be erected or maintained on said strips. The owners of such lots in this addition, however, shall take their title subject to the rights of the public utilities and to those of the other owners of lots in this addition to said easements granted for ingress and egress in, along and through the strips of ground so reserved.

All lots in this subdivision are reserved for residential use, and no buildings other than a one family residence or structure or accessory facility in use thereto shall be erected thereon.

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 garages, shall be not less than fifteen hundred (1500) square feet in the case of a one-story structure, nor less than twelve hundred (1200) 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 eight hundred (1800) square feet of finished and liveable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size.

No trailer, tent, shack, 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 fences shall be erected in this subdivision between the building lines and the property lines of the streets as shown on the within plat, except with approval of the Developers Committee and/or his Successors, heirs, or assigns, which fences shall not exceed 42 inches in height and shall be of a decorative nature.

No structure in this subdivision shall exceed 2 1/2 stories or 25 feet in height measured from finish grade to the under side of the eave line, and no structure other than an open porch shall be erected between the building line as designated on the plat and the property line of the street.

No building shall be erected or moved upon any lot in this subdivision until building plans, and specifications of such structure proposed have been approved in writing by the Developers Committee, and/or his Successors, heirs, or assigns.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by a committee composed of the undersigned owners of the herein described real estate, or by their authorized representatives. In the



SCALE: 1"=100'



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In the event storm water drainage from any lot or lots flow across another lot, provision shall be made to permit 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 on said plat.

No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.

No fence, wall, hedge or shrub planting, or any other object which obstructs sight lines at elevations between 2 and 6 feet above the street, 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 points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines, extended,

No lot in this subdivision shall be used or maintained as dumping ground for rubbish, trash, garbage, or other waste, and not be kept, except in sanitary containers.

The foregoing covenants, (or restrictions) are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date of this plat, at which time said covenants, (or restrictions) shall be automatically extended for successive periods to ten (10) years unless changed by vote of a majority of the then owners of the building covered by these covenants, or restrictions, in whole or in part. Invalidity of any one of the foregoing covenants or restrictions, by judgement or court order shall in no way effect any of the other covenants or restrictions, 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 Successors, heirs, and assigns.

All Builders must install a minimum 12 inch pipe (CMPO in driveway with end sections. The driveway is to be in place so that all delivery trucks may use same for all materials before construction starts. Sufficient stone is to be in place and compacted before any excavation or construction is begun.

When footings and concrete or concrete blocks are laid, the lot is to be rough graded up to top of the concrete work so that mud-holes are not created on lot.

All sewage connections are to be brought out on the front or street side of the house.

Final sewer connections will be made by Bloomfield Lakes Disposal Co. only and not until exterior of house is completed and house is ready for owner to move in.

Builder will confine materials to the lot only on which the house is being constructed, and promptly remove all scrap and waste materials keeping the lot in clean and neat condition during construction.

All houses will have at least 60% brick or stone exterior. All driveways will be either cement or asphalt.

No sewer connection will be made until all exterior work, including finish grading, driveways are completed, and all scrap material and trash is removed.

APRIL 16 80

[Handwritten signatures and notes]

VOID UNLESS RECORDED

12-13-80

Lawn and garden outbuildings shall not be larger than 10x12 feet and located in rear or side yard only.

No connection to sewer shall be less than two feet above the top of nearest manhole, no garage floor drains, or surface drains or gutter downspouts may be connected to sewer system.

All lots must be kept mowed and in the case of the owner failing to mow his property, Bloomfield Lakes will mow the lot charging the owner not more than \$15.00 per mowing and not to exceed four mowings per year.

No trailers, house-cars, recreational vehicles will be permitted in this section unless stored inside garage, and no temporary living quarters either during, before, or after construction. No inoperative cars, trucks will be permitted, unless stored inside of garage.

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45 LOTS

BLOOMFIELD LAKE
THIRD SE
LOTS 55 TH

PREPARED BY
UNITED CONSULTING
ENGINEERING
INDIANAPOLIS, IN

DESIGNED: _____ DRAWN: *Joy*
CHECKED: _____ CHECKED: *Jo*
SCALE: 1"=100' DATE: 11-22-

CERTIFIED BY: *Jacob E. Free*

REGISTERED LAND SURVEYOR No. 12088
STATE OF INDIANA

50 23683

PROJECT