

- SECTION FIVE -

**BO-MAR-Manor
Hendricks Co.**

(COVENANTS)

The undersigned, Wulf Enterprises, Inc. by its President, Robert Wulf, owner of the real estate shown and described herein, do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as BO-MAR MANOR, SECTION FIVE. All streets shown and not dedicated are hereby dedicated to the public.

Front building setback lines are hereby established as shown on this plat, between which lines and property lines of the streets there shall be erected or maintained no buildings or structures. The strips of ground shown on this plat and marked "drainage and utility easement (D. & J. E.)" are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, drainage facilities 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 on said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, the rights of the Grantee of any drainage easement, and to the rights of the owners of the other lots in this subdivision.

This subdivision shall be subject to the following restrictions which shall operate as perpetual covenants.

Drainage swales (ditches) along dedicated roadways and within the right-of-way or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Hancock County Surveyor. Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the County Surveyor.

Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given 10 days notice by registered mail to repair said damage, after which time, if no action is taken, the Hancock County Surveyor will cause said repairs to be accomplished, and the said property owner shall be responsible for the payment of the bill for such repairs, forthwith.

No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 2, 5, and 8 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 20 feet from the intersection of said street line (40 feet for minor street and 75 feet for arterial streets) or in the case of a rounded property corner from the intersection of the street right-of-way lines extended.

The same sight limitations shall apply to any lot within 10 feet of the intersection of a street right-of-way line with the edge of the driveway pavement or alley line. No driveway shall be located within 70 feet of the intersection of two street lines.

All lots in this subdivision shall be designated as residential lots.

No residence shall be erected, placed or permitted to remain on any lot unless said residence shall have a ground floor area of not less than 1200 square feet, exclusive of porch or garage, or 750 square feet in the case of a two story residence. Each residence shall have an attached one car garage included in the construction.

Each residence shall have an exterior material construction of a minimum of 20% masonry.

Outbuildings shall be constructed of new materials and be similar in appearance with the residence on the lot on which building is being built. Outbuildings not located on a permanent foundation shall not be permitted. Metal outbuildings shall not be permitted in any event.

No trailer, tent, shack, basement, garage, barn or other outbuildings or temporary structure shall be used for temporary or permanent residential purposes on any lot in the subdivision. No commercial dog kennel, hospital or junk yard will be permitted in the subdivision. Keeping of livestock except domestic pets is prohibited.

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 plat. No accessory building shall be located closer to any front or side lot line than the required minimum front and side yard distances for the primary dwelling. No accessory building shall be located closer to any rear lot than 20 feet, but in no case shall it encroach upon any easement. No livestock, or building to house livestock, shall be kept or built, on any lot nearer than 150 feet from the county road right-of-way.

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AL. 1992
AUG 24 1992
Auditor of Hancock County

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2-1-1992

STAR MANOR

SECTION FIVE-

(COVENANTS)

Slide 92
Cabinet B
Instr. No. 92-8211

11. All water systems and methods of sewage and disposal in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health or other civil authority having jurisdiction.
12. Driveway pipes with a minimum of 12 inches diameter shall be placed at all lot entrances before construction begins.
13. No noxious or offensive trade shall be carried on upon any lot in this subdivision nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.
14. All residential construction must be completed within one year after the starting date, including the final grading.
15. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot in this subdivision or on any street thereof.
16. No fence or wall shall be erected or placed on any lot nearer to any street than the minimum front building setback line as shown on plat.
17. No above ground swimming pools are allowed on any lot in this subdivision.
18. The streets, together with all existing and future planting, trees and shrubbery thereon, as shown on the attached plat are hereby dedicated to the perpetual use of the public for proper purposes, reserving to the dedicators their successors or assigns the reversion or reversions thereof whenever discontinued by law.
19. No concrete block house shall be permitted on any lot in this subdivision.
20. All fuel storage tanks in this subdivision shall be buried below ground.
21. No fence or wall shall be erected or placed on any lot nearer to any street than the minimum front building setback lines as shown on plat.
22. The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2010 at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the building sites covered by these covenants, or restrictions, in whole or part. Invalidation of any one of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any other covenants or restrictions, which shall remain in full force and effect.

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State of Indiana)
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I, Robert Wulf, President of Wulf Enterprises, Inc., do hereby certify that I am the owner of the property described in the above caption and that as such owner, I have caused the said above described property to be surveyed and subdivided as shown on the herein drawn plat, as our own free and voluntary act and deed.

Robert Wulf
WULF ENTERPRISES, INC.
BY: ROBERT WULF, President

I, _____, a notary public in and for said County and State, hereby certify that Robert Wulf, personally known to me to be the same person whose name is subscribed to the above certificate, appeared before me this day in person and acknowledged that he signed the above certificate as his own free and voluntary act and deed for the purpose therein set forth.

Given under my hand and notarial seal this 24th day of AUGUST, 1992

Raymond E. Lusk Notary Public
Resident of Hancock County

DULY ENTERED FOR TAXATION
AUG 27 1992
Notary Public
Hancock County

My Commission Expires
2-8-95