

PLEASANT CREEK ACRES

RESTRICTIVE COVENANTS

b-58U

re undersigned, R J Realty, Inc., owners of the attached described real estate hereby make, plat, subdivide, lay off and dedicate said described real estate to lots and streets in accordance with the plat hereto attached, which addition shall be known as "Pleasant Creek Acres", Johnson County, Indiana, that the streets shown on the attached plat are hereby dedicated to public use and that all of the lots contained in the above plat or any portion thereof shall be subject to the following restrictions, which restriction shall be considered and hereby declared to be covenants running with the land, which said restrictive covenants are as follows, to-wit:

No lot shall be used except for residential purposes, no building shall be erected, altered or placed or permitted on any lot other than the single-family dwelling, not to exceed two (2) stories in height and an attached garage for not more than two (2) cars. Detached buildings or detached accessory buildings shall not be permitted on any lot.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality or workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in part 10.

No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet for a one story dwelling, nor less than 900 square feet for a dwelling of more than one story.

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line or to any side street line except on cul-de-sacs, which shall require 25 feet setback. No building shall be located nearer than 10 feet to an interior lot line, for the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

No residence shall be built on any lot having an area of less than that shown on the recorded plat.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 7.5 feet of each lot.

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

No structure of a temporary nature, or outbuilding of any kind not connected to the main residence, including, but not necessarily limited to any trailer, tent, base-

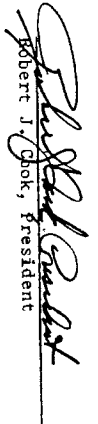
ained at sufficient height to prevent obstruction of such sight lines.

18. These covenants 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 these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change them in whole or in part.

19. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

20. Any field tile or underground drain which is encountered in construction of any improvement within this subdivision shall be perpetuated, and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.

IN WITNESS WHEREOF, this indenture has been executed by the undersigned Robert J. Cook, President and Robert J. Wilson, Secretary Treasurer, of R J Realty, Inc. for and in behalf of such ownership this 5th day of July, 1977.

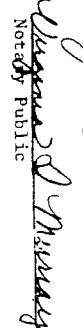

Robert J. Cook, President


Robert J. Wilson, Secretary Treasurer

STATE OF INDIANA)
COUNTY OF JOHNSON) SS:

I, the undersigned, a notary public, duly commissioned to take acknowledgements and administer oaths in the State of Indiana, certify that Robert J. Cook and Robert J. Wilson personally appeared before me and acknowledged the execution of the foregoing indenture, as their duly authorized acts, this 5th day of July, 1977.

MY COMMISSION EXPIRES: Jan 8, 1978


Notary Public

JOHNSON COUNTY PLAN COMMISSION

Under authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly, State of Indiana, and all acts amendatory thereto, this plat was given approval by the Johnson County Plan Commission at a meeting held on the 10th day of July, 1977.

of the addition and the sole judge as to whether or not being kept shall remain in the Architectural Control Committee, members of which are provided hereafter.

9. The Architectural Control Committee is composed of three members, appointed by the developer. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor, neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

10. The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

11. With written approval of the Architectural Control Committee, and where in the opinion of said committee, the location will not detract materially from the appearance and value of other properties, a dwelling may be located nearer to a street than above provided, but not nearer than 30 feet to any street line.

12. Obstructions shall not be placed in, nor be permitted to remain in areas designated as drainage easements, these areas shall be preserved and maintained as permanent drainage easements, as shown on the general development plan, on file with the Johnson County Plan Commission.

13. No individual water wupply system or sewage disposal system shall be permitted on any lot unless such system is approved by Johnson County and is located, designed, and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health.

14. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

15. No animals, livestock, or poultry of any kind 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 bred, kept or maintained for any commercial purpose.

16. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

17. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line, and a line connecting them at points 25 feet from the intersection of the street lines extended. The same sight line property corner form the intersection of the street lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street to property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is main-

JOHNSON COUNTY COMMISSIONERS

Under authority provided by Chapter 47, Acts of 1951, enacted by the General Assembly, and all acts amendatory thereto, and an ordinance by the Board of County Commissioners of Johnson County, State of Indiana, this plat was given approval by the Board of County Commissioners at a meeting held on the 2nd day of August, 1977.

Medic Sturgeon William R. Drake
Medric Sturgeon William R. Drake

Eugene L. Barger
Eugene L. Barger

Approved by the Johnson County Drainage Board this 2nd day of August, 1977.

Medic Sturgeon William R. Drake
Medric Sturgeon William R. Drake

Eugene L. Barger
Eugene L. Barger

Entered for taxation this 22 day of August, 1977.

June M. Wood
June M. Wood, Auditor, Johnson County, Indiana

No. 0084971 Received for record this 22nd day of

Plat Book 8, Page 104, 1977 at 4:30 P.M. and recorded in

FEE 75c Mary Etta Houglund
Mary Etta Houglund, recorder, Johnson County, Indiana