

VALLE VISTA -- EIGHTH SECTION

Restrictive Covenants

Know all men by these presents: That DEVLAN, INC. by its duly authorized officers, Eugene Duran, President and Marilyn Jo Duran, Secretary, owner of the attached described real estate, hereby lay off, plat and subdivide said real estate in Johnson County, Indiana.

This subdivision shall be known as Valle Vista, Eight Section.

The streets, if not heretofore dedicated, are hereby dedicated to public use.

All lots in this subdivision and the use of the lots in this subdivision by present and future owners or occupants shall be subject to the following conditions and restrictions, which shall run with the land.

1. Front building setback lines are hereby established as shown on this plat, between which lines and property line of the streets there shall be erected or maintained no building or structure. The strips of ground shown on this plat and marked "Easement" 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 to all times to the proper authorities and to the easement herein reserved. No permanent or other structure are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and the rights of the owners of other lots in the subdivision.

1a. 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 25 feet from the Intersection of said street lines (25 feet from minor streets and 40 feet for arterial streets), or in the case of a rounded property corner, from the Intersection of the street right-of-way lines extended.

1b. The same sight line 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.

2. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the permission of the Johnson County Drainage Board. Property owners must maintain these swales as sodded grassways, or other noneroding surfaces. Water from roofs 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 Drainage Board.

2a. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage, after which time, if no action is taken, the Johnson County Drainage Board will cause said repairs to be accomplished, and the bill for said repairs will be sent to the affected property owner for immediate payment.

3. No lot shall be used except for residential purposes and no building shall be erected, altered, or placed on any lot, other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three (3) cars.

4. 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 1500 feet for a one story dwelling, nor less than 1100 square feet for a dwelling of more than one story.

5. No building shall be located on any lot nearer to the front lot line or nearer the side street line than the minimum building set-back lines as shown on the recorded plat. No building shall be located nearer than 10 feet to a side yard line and the total side yard set-back (both sides) must be at least 25 feet. A 5 foot side yard set-back shall be required for an accessory building not exceeding 18 feet in height and if detached from the principal building, it shall be located at least as far back as the rear of the principal building. No building shall be erected closer than 25 feet to the rear lot line.

6. No building shall be erected, placed or altered on any lot until the construction plan specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials. harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line, unless similarly approved. Approval shall be as provided in Part II.
7. 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 representatives 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 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.
8. 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 ejoin the construction has commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
9. 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, by not nearer than 25 feet to any street line.
10. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
11. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used permanently. The exterior surface of all buildings shall be of a material demonstrated to last at least 50 years.
12. 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.
13. No oil drilling, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot. All gas and oil tanks must be concealed.
14. 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 kept, bred, or maintained for any commercial use.
15. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste matter or materials shall be kept in sanitary containers, and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
16. No individual water supply system or sewage disposal system shall be permitted on any lot.
17. 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.
18. Any motor vehicle which is inoperative and not being used for normal transportation shall not be permitted to remain on any lot.

19. The finished yard elevation at the house site on lots in this subdivision shall be not less than elevation 818.0 U.S.G.S. Datum at the West end and 820.8 U.S.G.S. Datum at the East end of this subdivision as shown on the plans on file with the Johnson County Plan Commission.

20. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

21. These restrictions are hereby declared to be covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (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 at any time following recordation, an instrument signed by a majority of then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

Witness our hand and corporate Seal this 14 day of Dec. 1979.

DEVLAN, INC.

Eugene Duran, President (Signature)

Marilyn Jo Duran, Secretary (Signature)

005356

AMENDMENT OF THE COVENANTS AND RESTRICTIONS  
OF SECTION 8, VALLE VISTA

The undersigned, De'lan, Inc., being the record owner of a majority of the lots within Section 8, Valle Vista, and acting pursuant to paragraph number 5 of the covenants and restrictions as per plat thereof, recorded in Plat Book 9, Page 95, in Johnson County, Indiana, do hereby remove all the present members of the Architectural Control Committee and do hereby nominate, appoint, and constitute Larry J. Walker, Douglas Whitson, and F. B. Boushehry as the new Architectural Control Committee. Said committee shall have the same powers and authority as is provided in the covenants and restrictions as per plat thereof.

Furthermore, the undersigned being the record owner of a majority of the lots within Section 8, Valle Vista, and acting pursuant to paragraph 19 of the covenants and restrictions, as per plat thereof, recorded in Plat Book 9, Page 95, in Johnson County, Indiana, do hereby amend the covenants and restrictions in the following particulars:

A.) Paragraph number 5 of the covenants and restrictions that:

"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, one then

recorded owners of a majority of the lots shall have the power

through duly recorded written instrument to change the

membership of the committee or to withdraw from the committee or

therefore to its ability of its powers and duties."

It hereby amends effective immediately after termination of the new

Architectural Control Committee to provide that:

"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. Such designation to be

effective must be by written recorded instrument. In the absence

of such designation, the approval of a majority of the committee is required for the committee to act as authorized by this declaration. 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 representatives shall be entitled to any compensation for services performed pursuant to this covenant. Until September 30, 1982, the then recorded owners of 100% of the lots shall have the power through duly recorded instrument to change the membership of the committee, and thereafter, the then recorded owners of a majority of the lots shall have the power through duly recorded instrument to change the membership of the committee."

B.) Paragraph number 19 of the covenants and restrictions providing that:

"These restrictions are hereby declared to be covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (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 at any time following recordings, an instrument signed by a majority of then owners of the lots has been recorded agreeing to change said covenants in whole or in part."

is hereby amended to provide that:

"These restrictions are hereby declared to be covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten years. Until September 30, 1982, the covenants may be amended in whole or in part by a written recorded instrument signed by 100% of the then lot owners. After September 30, 1982, the covenants may only be amended by a written recorded instrument signed by a majority of the then lot owners agreeing to change said covenants in whole or in part."

In all other respects the covenants and restrictions of Valle Vista, Section 8, recorded in Plat Book 9, Page 95, in Johnson County, Indiana, remain unchanged.

WITNESS OUR HAND AND CORPORATE SEAL THIS 17 DAY OF July, 1981.

DEVLAN, INC.

*Eugene C. Duran*

Eugene Duran, President

*Robert K. Yeager, Vice Pres*

Robert Yeager, Vice-President

STATE OF INDIANA

SS:

COUNTY OF JOHNSON

Before me, the undersigned, a notary public in and for said county and state, personally appeared Eugene Duran, President, and Robert Yeager, Vice-President and Secretary of Devlan, Inc. and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 17 day of July, 1981.

My commission expires

5-11-85

*Beth A. Pitts*

, Notary Public

A resident of Johnson County, India

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RECEIVED FOR RECORD

BOOK 54 PAGE 470

S. KATHRYN PITTS  
JOHNSON COUNTY RECORDER