

VALLEY BROOK FARMS - SECTION II

COVENANTS

The undersigned, WOODCREEK DEVELOPMENT, INC. by Darrel J. Phelps, President and Carol J. Phelps, Secretary being the owners of the described real estate do hereby lay off, plat and subdivide the same into lots and streets in accordance with the within plat. The within plat shall be known and designated as VALLEY BROOK FARMS - SECTION II an Addition in Hancock County, Indiana

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1. The streets shown and not heretofore dedicated are hereby dedicated to the public.
2. All numbered lots in this Addition shall be designated as residential lots. Only one single family residence with attached accessory building and not exceeding 35 feet in height may be erected or maintained on said lots.
3. Front building lines are established as shown on this plat between which lines and the right of way lines of the street no structure shall be erected or maintained. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations two (2) and six (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 corner from the intersection of the street lines extended. The same sightline limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway, pavement or alley line. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
4. No building shall be erected or located nearer to the front lot line, nor nearer to the side street line, than the building set-back line shown on the within plat. In all other respects, the minimum side yard setback line shall be ten (10) feet, and the minimum rear yard set-back line shall be twenty-five (25) feet.
5. No one story residence shall be erected on any lot in this Addition having a ground floor area of less than 1600 square feet and no residence with more than one story shall have a ground floor area of less than 980 square feet, exclusive of open porches and garages.
6. No trailer, boat, camper, motorcycle, truck or other vehicle not related to residential use shall be stored, temporarily or permanently, on any lot in this subdivision, nor shall any tent, shack, barn or other outbuilding or temporary structure to be used for temporary or permanent residence purposes or any other purpose in any lot in this Addition.
7. No noxious or offensive trade shall be carried on upon and lot in this Addition nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
8. No poultry or farm animals shall be raised or maintained on any lot. This restriction shall not prohibit a resident from keeping an usual pet animal or bird provided that they are not kept, bred or maintained for commercial purposes or that they do not create or constitute a nuisance.
9. There are strips of ground as shown on the within plat marked Drainage Easements and/or Utility Easements which are hereby reserved for the use of public utility companies not including transportation companies for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drains subject at all times to the authority of the Town of Cumberland, Indiana, and to the easements herein reserved. No permanent or other structures 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.
10. The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by due process of law of any septic tank, absorption bed or structure erected or maintained in violation thereof is hereby dedicated and reserved to the owners of the several lots in this subdivision. Their heirs and assigns, and the Town of Cumberland, and their successors or assigns who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners by or through any such violation. Such provisions shall be in full force and effect for twenty-five (25) years from recording date, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
11. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them.
12. A strip of ground twenty (20) feet wide is reserved for drainage and utility easement along the front of all lots unless otherwise noted.
13. There shall be a ten (10) foot Drainage Easement of each side lot in the areas otherwise noted.

In Witness Whereof, WOODCREEK DEVELOPMENT, INC. by Darrel J. Phelps, President and Carol J. Phelps, Secretary have herein caused its and their names to be subscribed this _____ day of _____, 1979.

STATE OF INDIANA)
SS
COUNTY OF HANCOCK)

By: DARREL J. PHELPS
President

Before me, a Notary Public in and said County and State personally appeared WOODCREEK DEVELOPMENT, INC. Darrel J. Phelps, President and Carol J. Phelps, Secretary and acknowledge the execution of the above foregoing instrument as its voluntary act and deed.

Attest: CAROL J. PHELPS
Secretary

Witness my signature and notarial seal this _____ day of _____, 1979.

My Commission expires _____

Approved by the CUMBERLAND PLANNING COMMISSION, at a public hearing on _____