

1. NAME: This subdivision shall be known and designated as RAINBOW PLACE, SECTION ONE-B, a subdivision located in the Town of Zionville, Indiana. All streets not heretofore dedicated are hereby dedicated to the public.
2. BUILDING LINE: Front yard set back lines and side yard set back lines on corner lots are to be as shown on the plat, between which lines and the property lines of the street there shall be no buildings or structures erected or maintained. Minimum side yard shall be (10) ten feet. Minimum rear yard shall be 30 feet, except Lot 60, which shall have a minimum rear yard of 25 feet.
3. UTILITY EASEMENTS AND DRAINAGE: "Utility easements" as shown shall be reserved for the use of public utilities for the installation of water, sewer, gas, tile and/or electric or telephone lines, poles, ducts, pipes, etc. on, over, under and to said easement for local public use. "These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time said transmission lines or pipes are constructed. "Drainage easements" reserved as drainage swales are to be maintained by any owner such that water from any adjacent lot shall have adequate drainage along such swale and cannot be blocked to prevent the flow of natural drainage, even if specified easement is not shown on plat. All easements shown as "Utility Easements" are also to be considered drainage easements and are subject to all restrictions of drainage easements. No permanent, or other structures are to be erected or maintained upon any easements shown upon the plat and owners of lots shall take their titles subject to the rights of the above easements. No sump pump can be discharged into the street after a house is completed. There will be designated drainage swales and storm sewers for this discharge of water. The discharge of a sump pump must be installed underground with plastic pipe or vitrified tile to those designated areas.
4. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private attached garage for not more than four cars. In the event the purchaser should buy two lots with the purpose of building one single family dwelling across the center lot line, the lot line restrictions shall not apply to the boundary lines dividing any two said lots. No access drive to any lot shall be directly onto Highway 334.
5. ARCHITECTURAL CONTROL: No building or outbuilding shall be erected, placed or altered on any lot until the construction plans and specifications and the complete plot plan have been approved by the Architectural Committee, as to the quality and type of material and workmanship and are in harmony with external design and with existing structures of finished grade elevations. The ground floor of the main structure, exclusive of open porches and garages, shall not be less than 2000 square feet for houses of one story and at least 1400 square feet on the first floor of houses of more than one story. (Determination of sufficiency and adequacy of the term "ground floor of main structure" with respect to dwellings of tri-level, bi-level and one and one-half story design shall rest exclusively with the Architectural Committee.)
6. BUILDING LOCATION: No building shall be located on any lot nearer to the front line, nor nearer to the side street lines than the minimum set-back line shown on the record plat. For the purpose of this covenant, eaves, steps and open porches shall not be considered 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 building floor elevation shall be unprotected below elevation 838.5 above mean sea level, as recommended by the State of Indiana, Department of Natural Resources.
7. NO SWIMMING POOL OR ASSOCIATED STRUCTURE shall be erected or placed on any lot until the construction plans, including a plot plan have been approved by the Architectural Committee. Same elevation restrictions apply as in #6 above.
8. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may or may become an annoyance or nuisance to the neighborhood.
9. TEMPORARY STRUCTURES: No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot as a residence or for any other purpose, either temporarily or permanently. For the purpose of this covenant, structures needed and used by the builders shall be allowed to remain during the building period.
10. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be housed, bred or kept on any lot except family pets, which may be kept, provided they are not kept, bred or maintained for commercial purposes and not to create or constitute a nuisance.
11. GARBAGE AND REFUSE DISPOSAL: No lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept except in sanitary containers. There shall be no use of incinerator or trash compactor within said home.

Rainbow Place 1B
Boona

I, the undersigned, Ben Bolaman, owner of the real estate shown and described on the hereon plat do hereby certify that we have laid out, platted, subdivided and do hereby lay off, plat and subdivide said real estate in accordance with the shown plat.

pump can be atomized into the street after a house is completed. There will be designated drainage swales and storm sewers for this discharge of water. The discharge of a sump pump must be installed underground with plastic pipe or vitrified tile to those designated areas.

4. LAMP USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private attached garage for not more than four cars. In the event the purchaser should buy two lots with the purpose of building one large family dwelling across the center lot line, the lot line restrictions shall not apply to the boundary lines dividing any two said lots. No access drive to any lot shall be directly onto Highway 334.

5. ARCHITECTURAL CONTROL: No building or outbuilding shall be erected, placed or altered on any lot until the construction plans and specifications and the complete plot plan have been approved by the Architectural Committee, as to the quality and type of material and workmanship and are in harmony with existing structures and with the existing structures of finished grade elevations. The ground floor of the main structure, exclusive of open porches and garages, shall not be less than 2000 square feet for houses of one story and at least 1400 square feet on the first floor of houses of more than one story. (Determination of sufficiency and adequacy of the term "ground floor of main structure" with respect to dwellings of tri-level, bi-level and one and one-half story design shall rest exclusively with the Architectural Committee.)

6. BUILDING LOCATION: No building shall be located on any lot nearer to the front line, nor nearer to the side street lines than the minimum set-back line shown on the record plat. For the purpose of this covenant, bays, steps and open porches shall not be considered 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 building elevation shall be unprotected below elevation 838.5 above mean sea level, as recommended by the State of Indiana, Department of Natural Resources.

7. NO SWIMMING POOL OR ASSOCIATED STRUCTURE shall be erected or placed on any lot until the construction plans, including a plot plan have been approved by the Architectural Committee. Same elevation restrictions apply as in #6 above.

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

9. TEMPORARY STRUCTURES: No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot as a residence or for any other purpose, either temporarily or permanently. For the purpose of this covenant, structures needed and used by the builders shall be allowed to remain during the building period.

10. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be housed, bred or kept on any lot except family pets, which may be kept, provided they are not kept, bred or maintained for commercial purposes and not to create or constitute a nuisance.

11. GARBAGE AND REFUSE DISPOSAL: No lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept except in sanitary containers. There shall be no use of exterior or outside incinerators or burners for the burning of trash. Each home must have an incinerator or trash compactor within said home.

12. WATER SUPPLY: No individual water supply system shall be permitted on any lot, unless such system is designed, located and constructed and equipped in accordance with the standards and recommendations of all necessary governmental regulating authorities and agencies having jurisdiction thereof. Approval of such systems, installed, shall be obtained from such authorities.

13. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted upon any lot, unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of all necessary governmental agencies.

14. SIGN DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways 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 them at points twenty-five feet from the intersection of the street line. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street's property line with the edge of a driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

15. FENCES: Fences, walls of continuous shrub plantings, which would in any serve the purpose of a fence, shall not be erected until approved by the Architectural Committee.

16. STORAGE TANKS: Oil or gas storage tanks shall either be buried or located within the house or garage area so that they are completely concealed from outside view.

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

18. ARCHITECTURAL COMMITTEE: The Architectural Committee shall be composed of Ben Bolzman, hereinafter called the Developer, or his assign, and a professional engineer of his designation. At all times the said Developer and/or his assignee shall have the majority vote of said Committee. The said Developer shall further have the right to designate a representative to act for and on his behalf. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event that written approval is not received from the Committee within fourteen (14) days from the date of submission, it shall be deemed that the Committee has disapproved the presented plan.

19. VIOLATIONS: The violation of any restriction, as herein enumerated, shall give to the said Developer, or his successor, any and all rights for injunction, damage, or any other action at law or equity which he and his assignee may have to restrain and prohibit the same, in keeping with the restrictions herein set out.

20. PREPARED BY: [Illegible]

1660 THIS DAY OF April 1975
Record No. 73 Page 445
Not release of the within mortgage see instrument
PLATE 37111

This instrument prepared by Paul I. Crispe, Inc. by James E. Dankert, Secretary, this 17th day of June, 1975.

- 13. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted upon any lot, unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of all necessary governmental agencies.
- 14. RIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways 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 them at points twenty-five feet from the intersection of the street line. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street's property line with the edge of a driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.
- 15. FENCES: Fences, walls of continuous shrub plantings, which would in any serve the purpose of a fence, shall not be erected until approved by the Architectural Committee.
- 16. STORAGE TANKS: Oil or gas storage tanks shall either be buried or located within the house or garage area so that they are completely concealed from outside view.
- 17. SIGNS: No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet, advertising the property for sale or for rent, or signs used by a builder to advertise the property during construction and sales period.
- 18. ARCHITECTURAL COMMITTEE: The Architectural Committee shall be composed of Ben Boleman, hereinafter called the Developer, or his assigns, and a professional engineer or his designator. At all times the said Developer and/or his assigns shall have the majority vote of said Committee. The said Developer shall further have the right to designate a representative to act for and on his behalf. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event that said written approval is not received from the Committee within fourteen (14) days from the date of submission, it shall be deemed that the Committee has disapproved the presented plan.
- 19. VIOLATIONS: The violation of any restriction, as herein enumerated, shall give to the said Developer, or his successor, any and all rights for injunction, damage, or any other action at law or equity which he and his assigns may have to restrain and prohibit the same, in keeping with the restrictions herein set out.
- 20. PROTECTIVE COVENANTS: The "Protective Covenants" are to run with the land and shall be binding on all parties and all persons claiming unto them until January 1, 1998, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless changed by a vote of the then owners of the building sites covered by these covenants in whole or in part. Invalidation of any one of the covenants, by judgement or court order will in no way affect the other covenants which shall remain in full force and effect.

STATE OF INDIANA)
)SS
COUNTY OF MARION)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Ben Boleman and acknowledged the execution of the above and foregoing certificate as his voluntary act and deed for the uses and purposes therein expressed.

Ben Boleman



Notary Public