

THE BOULDERS - THIRD

RESTRICTIVE COVENANTS

The undersigned, Eugene Dapar and Marilyn J. Dapar, husband and wife, owners of the real estate described in the plat of "The Boulders", Third Section, do hereby lay off, plat and subdivide the same in accordance with the plat and description. The following restrictions, limitations and covenants are hereby imposed upon and shall run with the land contained in such plat.

1. The foregoing plat shall be known and designated as "The Boulders", Third Section.
2. Streets not heretofore dedicated, are hereby dedicated to the public.
3. There are building lines as shown on the plat and no structure or part thereof shall be erected or maintained between such building lines and the property lines of any street.
4. No fence, walls, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street shall be placed or permitted to remain within the triangular area formed by the street property lines and a line connecting points 15 feet from the intersection of said street lines. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
5. No trailer, shack, shed, tent or temporary building shall be used for temporary or permanent residence on any lot in this addition, and any garage, tool shed, or detached storage building erected or used accessory to a residence in this addition, shall be of a permanent type of construction and conform to the general architecture and appearance of such residence.
6. There are strips of ground as shown on the plat marked "Drainage and/or Utility Easements" which are reserved as easements for the use of the municipality in which this addition is located, and public utility companies, for the access, installation, maintenance, use, repair, and removal of sewers, water mains, gas mains, utility poles, wires and other facilities and utilities necessary or incident to the common welfare and the use and occupancy of residential purposes of the houses to be erected in this addition. No building or other structure except walks or driveways shall be erected or maintained upon, over, under or across any such utility easement for any use except as set forth herein and owners in this addition shall take title to the land contained in such utility strips subject to the perpetual easements hereby reserved.
7. No building shall be constructed nearer to any side property line than the minimum require by the Marion County Zoning Ordinance. No building shall be erected on any lot herein having a ground floor area of less than 1500 square feet in the case of a one story structure, or 1100 square feet in the case of a two story structure, provided however that a dwelling other than a 2 story, consisting of separate levels, shall have no less than a total of 1500 square feet exclusive of open porches and garages in all cases. The same total of 1500 square feet shall also apply to a two (2) story residence.
8. The right to enforce the foregoing provisions, restrictions and covenants both to prevent the violation thereof and to recover damages is hereby dedicated and reserved to the owners of lots in this addition, their heirs, or assigns, and shall be and continue in full force and effect for a period of 30 years from the date hereof: and may be continued for successive periods of 10 years each by a vote of the then owners of a majority of the total area of this addition. 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. The Metropolitan Development Commission shall have the right of enforcement of the foregoing covenants.
9. Architectural Design and Environmental Control: No building, fence, walls, or other structure shall be erected, placed and altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structure herein and as to the building with respect to topography and finished ground elevations by an Architectural and Environmental Control Committee. The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of the "The Boulders" area shall be the proper concern of the Committee. This Committee shall be

13. Animals: No animals shall be kept upon any lot except that they are not kept

14. The restrictions, such restrictions, and supercede, repl verbal or written, proposed or imposed

WITNESS OUR HAND AND


Eugene Dapar

STATE OF INDIANA)
COUNTY OF JOHNSON)

Before me,
state, appeared Eugene Dapar,
execution of the foregoing

WITNESS MY HAND AND

Notary Public

abandon. No building or other structure except walks or driveways shall be erected or maintained upon, over, under or across any such utility easement for any use except as set forth herein and owners in this addition shall take title to the land contained in such utility strips subject to the perpetual easements hereby reserved.

7. No building shall be constructed nearer to any side property line than the minimum require by the Marion County Zoning Ordinance. No building shall be erected on any lot herein having a ground floor area of less than 1500 square feet in the case of a one story structure, or 1100 square feet in the case of a two story structure, provided however that a dwelling other than a 2 story, consisting of separate levels, shall have no less than a total of 1500 square feet exclusive of open porches and garages in all cases. The same total of 1500 square feet shall also apply to a two (2) story residence.

8. The right to enforce the foregoing provisions, restrictions and covenants both to prevent the violation thereof and to recover damages is hereby dedicated and reserved to the owners of lots in this addition, their heirs, or assigns, and shall be and continue in full force and effect for a period of 30 years from the date hereof: and may be continued for successive periods of 10 years each by a vote of the then owners of a majority of the total area of this addition. 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. The Metropolitan Development Commission shall have the right of enforcement of the foregoing covenants.

9. Architectural Design and Environmental Control: No building, fence, walls, or other structure shall be erected, placed and altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structure herein and as to the building with respect to topography and finished ground elevations by an Architectural and Environmental Control Committee. The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of the "The Boulders" area shall be the proper concern of the Committee. This Committee shall be composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such design and locations, or to designate a representative with like authority. The Committee's approval, or disapproval, as required in this covenant shall be in writing. In the event that said written approval is not received from the Committee within 14 days from the date of submission, it shall be deemed that the Committee has disapproved the presented plan. Neither the Committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

10. Utility Building: A utility building may be constructed on each lot, if approved by the Architectural and Environmental Control Committee. This utility building is to be constructed such as to meet the standards of construction as used in the construction of the house. The utility building shall be located behind the main dwelling and in no instance shall the utility building be located in front or at the side of the main dwelling.

11. Recreational vehicles, boats, and non-used vehicles: All boats, non-motorized recreational vehicles and non-used or non-operational vehicles shall be kept in either the dwelling, garage, basement, or utility building.

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

S - THIRD SECTION

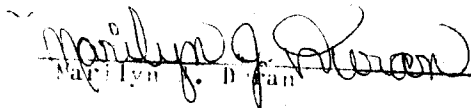
VE COVENANTS

13. Animals: No animals, livestock or poultry shall be raised, bred or kept upon 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 purposes.

14. The restrictions, limitations and covenants herein contained constitute all such restrictions, limitations and covenants imposed upon the land by the undersigned and supercede, replace and void any such restrictions, limitations and covenants, verbal or written, which may have been proposed or written, which may have been proposed or imposed prior to the date hereof by the undersigned or its agents.

WITNESS OUR HAND AND SEAL THIS 18th DAY OF July, 1980.


Eugene Duran


Marilyn J. Duran

STATE OF INDIANA
COUNTY OF JOHNSON) SS:

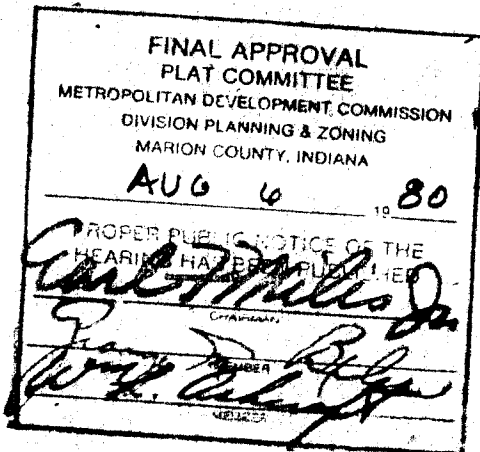
Before me, the undersigned, a notary public in and for said county and state, appeared Eugene Duran and Marilyn J. Duran and acknowledged the execution of the foregoing instrument as their voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL THIS 18th DAY OF July, 1980.

Notary Public Betty Burns

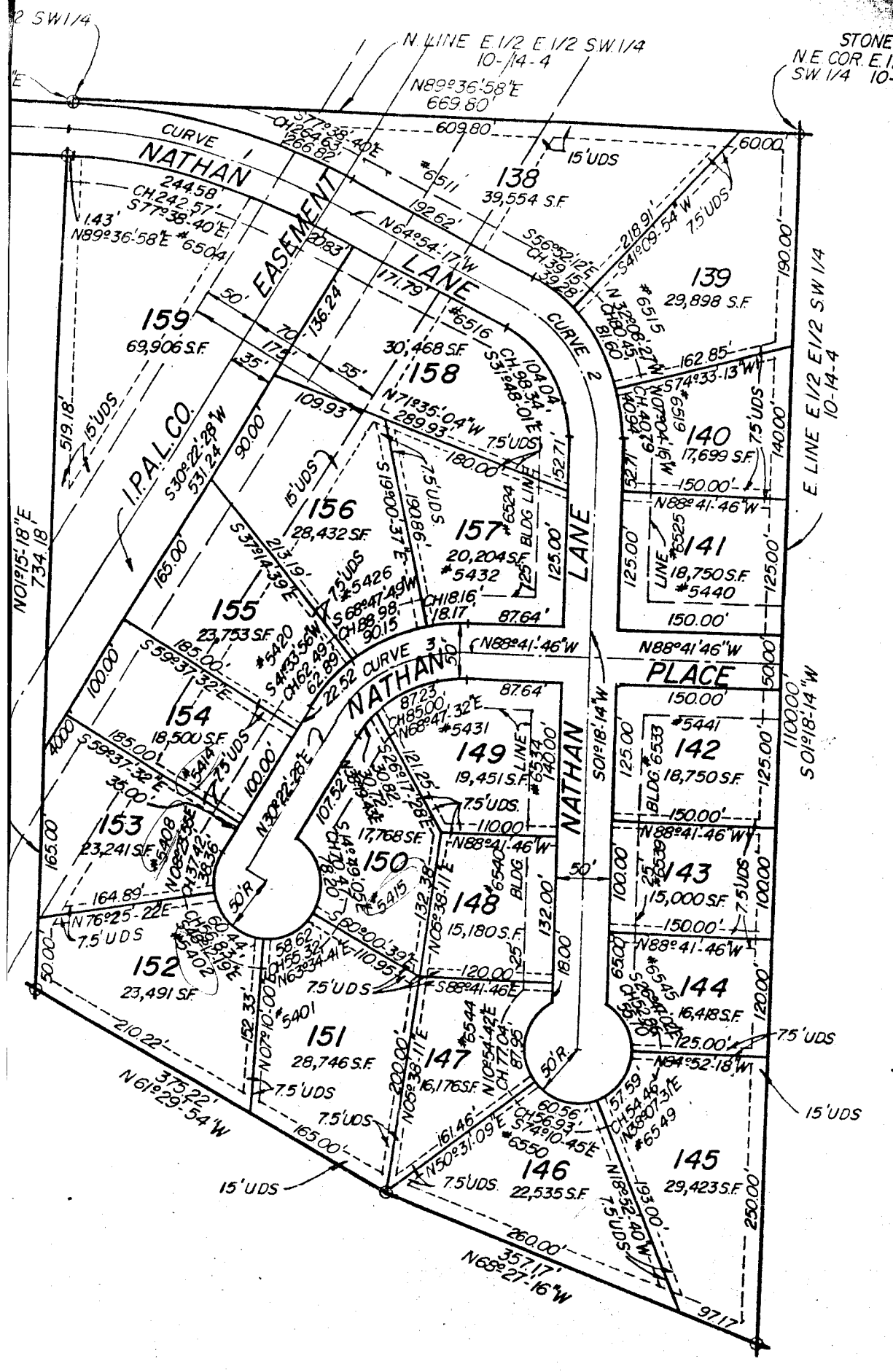
My Commission Expires: 3/29/82

Resident of Marion Cty



VOID UNLESS RECORDED
BEFORE 12-14-80





STONE
NE COR E 1/2 E 1/4
SW 1/4 10-14-4

OLDERS

ON

the East half of the East half of the Southwest quarter of Section 10, Township
 quarter of the said Section 10, 0.56 feet South of the Northwest corner
 feet a curved distance of 10.25 feet, said arc being subtended by a chord
 degrees 36 minutes 58 seconds East parallel to the North line of the said
 st half of the said Southwest quarter Section; thence North 01 degrees 15
 corner thereof; thence North 89 degrees 36 minutes 58 seconds East