

VALLE VISTA -- FIFTH SECTION

Know all men by these present; That Yeager Contracting Co., Inc., by its duly authorized officers, Robert K. Yeager, President and Virginia M. Yeager, Assistant Secretary, owner of the attached described real estate, hereby lay off, plat and subdivide said real estate in Johnson County, Indiana.

Part of the North half of Section 4, Township 13 North, Range 4 East of the Second Principal Meridian described as follows:

Beginning on the south line of the said half section at a point that is 69.39 feet south of and 1964.54 feet west of the southeast corner thereof; thence south 37 degrees 58 minutes 37 seconds west 2173.01 feet to the east right-of-way of Penn Central Railroad; thence north 16 degrees 21 minutes 51 seconds west on and along said right-of-way line 753.74 feet; thence north 73 degrees 38 minutes 09 seconds east 195.00 feet; thence south 31 degrees 30 minutes 55 seconds east 66.12 feet; thence north 73 degrees 38 minutes 09 seconds east 150.00 feet; thence south 16 degrees 21 minutes 51 seconds east 76.02 feet; thence north 87 degrees 58 minutes 37 seconds east 413.78 feet; thence south 02 degrees 01 minutes 23 seconds east 154.94 feet; thence south 53 degrees 43 minutes 58 seconds east 91.40 feet; thence south 02 degrees 01 minutes 23 seconds east 155.00 feet; thence north 87 degrees 58 minutes 37 seconds east 1013.53 feet; thence north 02 degrees 01 minutes 23 seconds west 210.00 feet; thence north 87 degrees 58 minutes 37 seconds east 365.00 feet; thence south 02 degrees 01 minutes 23 seconds east 85.00 feet; thence north 62 degrees 23 minutes 17 seconds east 277.19 feet; thence south 42 degrees 59 minutes 35 seconds east 99.85 feet; thence south 65 degrees 36 minutes 46 seconds east 65.00 feet; thence south 42 degrees 59 minutes 35 seconds east 188.13 feet; thence south 47 degrees 00 minutes 25 seconds west 561.82 feet to the place of beginning containing 31.383 acres, more or less, subject to all legal rights-of-way and easements.

This subdivision shall be known and designated as VALLE VISTA, Fifth Section.

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

There are strips of ground marked "Utility and Drainage Strips" shown on the plat which are hereby reserved for public utilities. Not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. Purchasers of lots in this subdivision shall take their titles subject to the easements hereby created, and subject at all times to the rights of proper authorities to service the utilities and the easements hereby created, and no permanent structure of any kind, and not part thereof, except fences, shall be built or maintained on said "Utility and Drainage Strips".

There are strips of ground marked drainage easement which are hereby reserved for the installation and maintenance of drainage improvements. Purchasers of lots in this subdivision shall take their title subject to the easement hereby created and subject at all times to the proper authorities and the easements hereby created, and no permanent structure of any kind shall be built, erected or maintained on said drainage easements.

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

5. 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 ten 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 power and duties.
6. 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 or in any event, if no suit to enjoin 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.
7. 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 swelling may be located nearer to a street than above provided, but not nearer than 25 feet to any street line.
8. 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.
9. No structure of a temporary character, trailer, basement, tent, shack, garage, bar, or other out-buildings shall be used in any lot at any time as a residence, either temporarily or permanently. The exterior surface of all buildings shall be of a material demonstrated to last at least 50 years.
10. 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.
11. 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.
12. 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.
13. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage, waste matter or materials shall be kept only in sanitary containers, and all incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
14. No fence, wall, hedge or shrub planting which obstructs the sight lines at elevations between two and six feet above 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 25 feet from the intersections of the street property lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersections of a street property line with the edge of a driveway pavement.
15. No individual water supply system or sewage disposal system shall be permitted on any lot.
16. 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.
17. Any motor vehicle which is inoperative and not being used for normal transportation shall not be permitted to remain on any lot.
18. The finished yard elevation at the house site on lots in this subdivision shall be not less than elevation - U.S.C.S. Datum.

19. 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 the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

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 wise affect any of the other provisions which shall remain in full force and effect.

Witness our hand and corporate seal this 23 day of June, 1975.

Yeager Contracting Company, Inc.

Robert K. Yeager, President  
Virginia M. Yeager, Assistant Secretary