

VALLEY BROOK FARM - SECTION IV
COVENANTS - RESTRICTIONS

The undersigned, Kenneth L. Bergmann and John R. Wolfe, President and Secretary respectively of **BERGMANN REAL ESTATE DEVELOPMENT, INC.**, being the owners of the real estate described herein, do hereby lay off, plat, and subdivide the same into lots and streets in accordance with this plat and certificate. This addition shall be known and designated as **VALLEY BROOK FARM - SECTION IV**, an addition to Hancock County, Indiana.

1. All 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 60 foot 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 sight line limitations shall apply to any lot within ten (10) feet of 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 set-back 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 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 800 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 residential purposes or any other purpose in any lot in this addition.
7. No noxious or offensive trade shall be carried on upon any 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 residence 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, conduits, 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 by injunction together with any other law of any septic tank installed in violation of the provisions of the several the Town of Cumberland, entitled to such relief kind to any such provisions shall be extended from recording date of this plat to the date of the order of the court in whole or in part. A court order shall in shall remain in full.
11. The within covenants, and shall be binding on the heirs, assigns, and assigns of the Vendor.
12. A strip of ground for utility easement along the street shall be a part of each side lot.
13. Each residence shall be attached to the lot.
14. Vendor, or any Estate Developer (the architect or architects) of Purchase estate prior to the architecture Vendor shall retain the right to enforce the exterior of the event Purchase Vendor shall have the right to construct for filed with the Town of Cumberland for the cost of to file and forty.
15. Purchaser shall prior to completion not be limited.
16. No above-ground storage shed.
17. No external T.V.

IN WITNESS WHEREOF,
President and Secretary
Bergmann, Inc., have hereunto set their hands and seals
this 15th day of April, 1968.


Kenneth L. Bergmann,
President and Secretary
BERGMANN REAL ESTATE DEVELOPMENT, INC.

CHICAGO TITLE

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10. The right to enforce the within provisions, restrictions, and covenants by injunction together with the right to cause removal by the 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 addition, their heirs and assigns, and the Town of Cumberland, 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 owners of the lots it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgment of 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 forty (40) 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 and-Utility Easement on each side lot line unless otherwise noted.
14. Each residence shall have at least a two-car garage which shall be attached.
15. Vendor, or any successor entity controlled by Sunrise Real Estate Development Corp., shall have the right to disapprove the architectural plans (including but not limited to elevations) of Purchaser or any subsequent owner of the real estate prior to building a residence. A complete copy of the architectural plans shall be given to Vendor, which Vendor shall retain prior to commencement of construction.
16. The driveway shall be paved with concrete or asphalt.
17. After commencement of construction, Purchaser must complete the exterior of the residence within nine (9) months. In the event Purchaser fails to complete such construction, Vendor shall have a right of entry for the purpose of completing such construction; shall have the right to complete the construction of the exterior in accordance with the plans filed with the Vendor; and shall be entitled to reimbursement for the cost of such completion. Vendor shall be entitled to file and foreclose a mechanic's lien to enforce the debt.
18. Purchaser shall maintain the real estate in good condition prior to commencement of construction which shall include but not be limited to the cutting of weeds.
19. No above-ground swimming pool.
20. No storage sheds other than attachment to the dwelling.
21. No external T.V. Antennas or satellite dishes.

IN WITNESS WHEREOF, Kenneth L. Borgasno and John R. Wolfe, President and Secretary respectively of Sunrise Real Estate Development, Inc., have hereto caused their names to be subscribed this 26 day of March, 1981.

Kenneth L. Borgasno
 Kenneth L. Borgasno, President
 SUNRISE REAL ESTATE DEVELOPMENT, INC.

John R. Wolfe
 John R. Wolfe, Secretary
 SUNRISE REAL ESTATE DEVELOPMENT, INC.

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21. No external T.V. Antennas or satellite dishes.

IN WITNESS WHEREOF, Kenneth L. Borgmann and John R. Wolfe, President and Secretary respectively of Sunrise Real Estate Development, Inc., have hereunto caused their names to be subscribed this 26th day of March, 1987.

Kenneth L. Borgmann
Kenneth L. Borgmann, President
SUNRISE REAL ESTATE DEVELOPMENT, INC.

John R. Wolfe
John R. Wolfe, Secretary
SUNRISE REAL ESTATE DEVELOPMENT, INC.

SUNRISE OF ILLINOIS)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for the State of Illinois, appeared Kenneth L. Borgmann and John R. Wolfe, both of whom are known to me to be the persons whose names are subscribed to the foregoing instrument as that

Witness my signature and notarial seal:
John R. Schaefer
Notary Public
My Commission Expires MARCH
County of Residence: MARION

Approved by the ILLINOIS FLAME at a public hearing on 3-1
Donald J. H. En
DONALD J. H. EN
Bonnie Rainey
BONNIE RAINEY

CHICAGO TITLE

in and for said County and State, personally
in and John R. Wolfe, President and Secretary of
Development, Inc., and acknowledged the execution
as their voluntary act and deed.
Notarial seal this 16th day of March, 1987.

Wolfe
Notary Public
9001 90, 1991
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D PLANNING COMMISSION
1-15, 1987.
Engerer
President
Wolfe
Secretary

871964

DULY ENTERED
FOR TAXATION

MAR 23 1987

Jeanette H. Roman
Auditor Hancock County

DULY ENTERED
FOR TAXATION

MAR 7 1987

Jeanette H. Roman

FBI MAR 26 A 11:06

Oliver Lane
HANDOFF TO REGISTER

THIS INSTRUMENT
PREPARED BY:

CHICAGO TITLE
BRYAN GULLMAN ASSOCIATES, INC.
CHICAGO, ILLINOIS
INDIANA

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STATE OF INDIANA)
COUNTY OF MARION) SS
I, John R. Wolfe, a Notary Public
appointed Kenneth L. Bergeson
Mayor of Sunrize Real Estate
of the foregoing instrument a
Witness my signature and not
John R. Wolfe
My Commission Expires MA
County of Residence: MA
Agreed by the OWNER
in a public hearing on
Donald J. H.
FRANK J. H. H.
Bonnie Rose
BORNE HAISSY

John R. Wolfe
Wolfe, Secretary
REAL ESTATE DEVELOPMENT, INC

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COUNTY OF INDIANA)
COUNTY OF MARSH)

before me, a Notary Public in and for said County and State, personally appeared Kenneth L. Szymanski and John R. Wolfe, President and Secretary respectively of Sunlink Real Estate Development, Inc., and acknowledged the execution of this foregoing instrument as their voluntary act and deed.

Witness my signature and Notarial seal this 26th day of March 1987.

John R. Wolf
Secretary Public

My Commission Expires MARCH 30, 1991

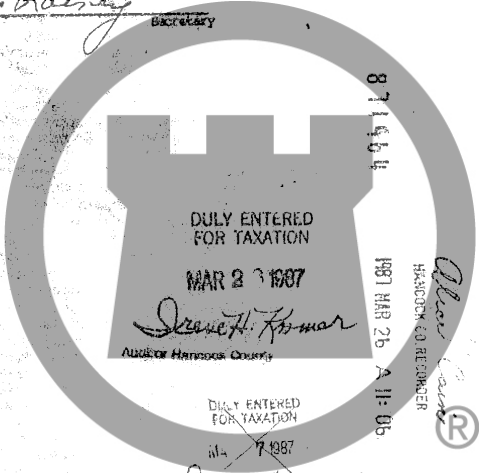
County of Residence: MARSH

shall

Approved by the COMMERCE PLANNING COMMISSION
at a public hearing on 1-15, 1987.

Donald J. H. Engerer
DONALD J. H. ENGERER President

Bonnie Roney
BONNIE RONEY Secretary



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SUNLINK
DEVELOPMENT, INC

CHICAGO TITLE



THIS INSTRUMENT
PREPARED BY