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First American Title Insurance Company
Indianapolis Downtown—Corporate
251 E. Ohio Street, Suite 200
Indianapolis, IN 46204
Telephone (317) 684-7556

Subdivision Covenants and Restrictions

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BLUE RIVER ESTATES

(COVENANTS) PAGE TWO OF RECORD PLAT

We, Michael M. and Carol N. Larrabee, owners of the real estate shown and described herein, do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as BLUE RIVER ESTATES. All streets shown and not heretofore dedicated are hereby dedicated to the public.

Front building setback lines are hereby established as shown on this plat, between which lines and property lines of the streets there shall be erected or maintained no buildings or structures. The strips of ground shown on this plat and marked drainage and utility easement (D. & U.E.) are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, drainage facilities subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained on said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and to the rights of the owners of the other lots in this subdivision.

The undersigned does hereby further create, establish and grant unto the Hancock County Drainage Board the drainage easements and public rights-of-way shown on the accompanying plat and the drainage improvements constructed within, or to be constructed within, said easements, and/or public rights-of-way, as County Regulated Drainage Easements and as a County Regulated Drainage System and the right to establish a maintenance fund therefor. We hereby waive hearings, notice of hearings and publications of notice of the decision of the Board.

This subdivision shall be subject to the following restrictions which shall operate as perpetual covenants.

1. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Hancock County Drainage Board (Commissioners). Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts are installed as set out in 7-47 (5) of the Hancock County Subdivision Control Article.
2. Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given 10 days notice by registered mail to repair said damage, after which time, if no action is taken, the Hancock County Drainage Board (Commissioners) will cause said repairs to be accomplished, and the bill for such repairs will be sent to the affected property owner for the immediate payment.
3. No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 2.5 and 8 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 40 feet from the intersection of said street lines (40 feet for minor streets and 75 feet for arterial streets) or in the case of a rounded property corner from the intersection of the street right-of-way lines extended. The same sight line limitations shall apply to any lot within 10 feet of the intersection of a street right-of-way line with the edge of the driveway pavement or alley line. No driveway shall be located within 70 feet of the intersection of two street lines. No drainage structures shall be located within driveway limits.
4. No sump pump drains or other drains shall outlet on to the street.
5. All numbered lots in this subdivision shall be designated as residential lots. Only one single family dwelling shall be permitted on one lot. The residence shall have an attached two (2) car garage included with the construction.
6. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the plat. No accessory building shall be located closer to any front or side lot line than the required minimum front and side yard distance for the primary dwelling. No accessory building shall be located closer to any rear lot line than 15 feet, but in no case shall it encroach upon any easement.
7. All water systems and methods of sewage disposal in this subdivision are to be in compliance with the regulations or procedures established by the State Board of Health or other civil authority having jurisdiction.

8. No residence shall on any lot unless of not less than garage or 1000 sq. A minimum of at brick or masonry
9. No modular home; home or homes c all new materials. on any such lot.
10. No trailer, tent, sl outbuilding or ter permanent reside; commercial dog k the subdivision. K prohibited.
11. No noxious or offe in this subdivision may become a n lots must be kep
12. All residential con year after the st.
13. No boat, camper, street than the t unlicensed vehicl in this subdivisio.
14. No fence or wall to any street ths shown on the pls
15. All outbuildings st
16. The foregoing cov binding on all pa until January 1, restrictions shall periods of ten (1 majority of the t these covenants. Invalidatio of an restrictions, by j affect any other remain in full fo.

DULY ENTERED
FOR TAXATION

Marilyn W. Counter
Auditor of Hancock County

STATE OF INDIANA

COUNTY OF HANCOCK

We, Michael M. and Carol N. Larrabee, are the owners of the property to be surveyed drawn plat, as our own

Michael M. Larrabee
Michael M. Larrabee

I, said County and State N. Larrabee, personally names are subscribed this day in person an certificate as his own purpose therein set f

Given under my hand, July, 199

My commission expire

COUNTY OF RESIDENCE

ESTATES

CABINET	B	SLIDE	146
INSTR. NO.		93-7205	

S)
ORD PLAT

8. No residence shall be erected, placed or permitted to remain on any lot unless said residence shall have a ground floor area of not less than 1500 square feet, exclusive of porch or garage or 1000 square feet in the case of a two story residence. A minimum of at least 50% of the residence exterior shall be of brick or masonry construction.
9. No modular homes shall be permitted upon the real estate. Any home or homes constructed shall be custom built with substantially all new materials. No used structures shall be relocated or placed on any such lot.
10. No trailer, tent, shack, basement, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residential purposes on any lot in the subdivision. No commercial dog kennel, hospital or junk yard will be permitted in the subdivision. Keeping livestock, except domestic pets is prohibited.
11. No noxious or offensive trade shall be carried upon any lot in this subdivision nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood. All lots must be kept mowed.
12. All residential construction must be completed within one year after the starting date, including the final grading.
13. No boat, camper, bus or trailer shall be parked closer to the street than the building setback line. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot in this subdivision or on any street thereof.
14. No fence or wall shall be erected or placed on any lot nearer to any street than the minimum front building setback line as shown on the plat.
15. All outbuildings shall be constructed of new materials.
16. The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2011 at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the building sites covered by these covenants, or restrictions, in whole or part. Invalidations of any one of the foregoing covenants, or restrictions, by judgement or court order shall in no way affect any other covenants or restrictions, which shall remain in full force and effect.

9307205

REC'D JUL 13 AM 11
Sharon D. Gibson

DULY ENTERED FOR TAXATION

JUL 13 1994

Marilyn W. Counter
Auditor of Hancock County

STATE OF INDIANA }
COUNTY OF HANCOCK } SS:

We, Michael M. and Carol N. Larrabee, do hereby certify that we are the owners of the property described in the above caption and that as such owners, we have caused the said above described property to be surveyed and subdivided as shown on the herein drawn plat, as our own free and voluntary act and deed.

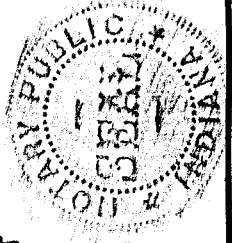
Michael M. Larrabee *Carol N. Larrabee*
Michael M. Larrabee Carol N. Larrabee

I, _____ a notary public in and for said County and State do hereby certify that Michael M. and Carol N. Larrabee, personally known to me to be the same persons whose names are subscribed to the above certificate, appeared before me this day in person and acknowledged that he signed the above certificate as his own free and voluntary act and deed for the purpose therein set forth.

Given under my hand and notarial seal this 13th day of July, 1993.

My commission expires 12/25/94

Sharon D. Gibson
NOTARY PUBLIC
PRINTED SIGNATURE *Sharon D. Gibson*



COUNTY OF RESIDENCE HANCOCK