

DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, owner(s) of the above described real estate, hereby certify that they do lay off, plat and subdivide the same in accordance with this plat and certificate.

This subdivision shall be known and designated as "Country Walk", a subdivision in Marion County, Indiana.

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

There are strips of ground as shown on this plat and marked U & D Easement & Drainage Easement which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines and wires, subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title subject to the rights of the public utilities, said rights also including the right of ingress and egress, in, along, across and through said utility easements, and to the rights of owners of the other lots in this addition.

Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets, shall be erected or maintained or no building or structure.

No building, structure or accessory buiding shall be erected closer to the side of any lot than 5 feet, and a total aggregate of not less than 13 (thirteen) feet (as per Variance #79-V2-38) at the building line, whichever is the lesser, except fences. Where buildings are erected on more than one single lot, this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for not more than 2 cars and residential accessory buildings. No private driveways shall be permitted off County Line.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet in the case of a one-story structure, nor less than 660 square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of 1320 square feet of finished and liveable floor area.

No hotel building, boarding house, mercantile or factory building or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.

No trailers, shacks or outhouses of any kind shall be erected or situated on any lot herein, except that for use by the builder during the construction of a proper structure.

No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision.

No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hinderance or obstruction to any other property. No fence shall be erected between the front property lines and the building setback line other than a fence of a decorative nature not exceeding three (3) feet, six (6) inches in height.

No private, or semi-private water supply and/or sewage disposal system may be located upon any lot in this subdivision, which is not in compliance with regulations or procedure as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or any other method of sewage disposal shall be located or constructed on any lot or lots herein except as approved by said health authority.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by a committee 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 location, or to designate a representative with like authority. If the committee fails to act upon any plans submitted to it for its

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If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

No fence, wall, 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 on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sightline limitations shall apply to any lot within 10 feet from 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 distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the lots in this subdivision, it is agreed to change said covenant in whole or in part. Right of enforcement of these covenants is hereby granted to the "Department of Metropolitan Development", its successors or assigns.

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

In witness whereof, the owners of the above described real estate have hereunto caused their names to be subscribed.

SMITH-SPEARS BUILDERS & DEVELOPERS, INC.
344 N. KENYON
INDIANAPOLIS, INDIANA 46219

County of Marion)
State of Indiana) SS:

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the above and acknowledged the execution of this instrument as their voluntary act and deed and affixed their signatures thereto.

Witness my signature and seal this _____ day of _____, 1988.