

# SUNRISE VILLAGE TRAFALGAR, INDIANA COVENANTS

Hereby subdivide said real estate into lots and streets in accordance with the plat hereon, said subdivision to be known as "SUNRISE VILLAGE", in Trafalgar, Johnson County, Indiana, this subdivision having 13 lots numbered 1 thru 13 inclusive, with streets as shown hereon. All streets as shown on plat and heretofore not dedicated, are hereby dedicated to public use.

There are strips of ground marked "Utility and Drainage Easements" shown on this 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 title 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 no part thereof, shall be built, erected, or maintained on said "UTILITY AND DRAINAGE EASEMENTS".

The lots in the subdivision and the use of lots in this subdivision by present or 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, placed, or permitted on any lot other than the single family dwelling, not to exceed two (2) stories in height and a garage for not more than (2) cars, and a storage building not to exceed one (1) story in height and 100 square feet of floor area, said storage building shall conform to the design and exterior materials of the dwelling. A detached garage shall not be located nearer to the front lot line than the rear of the principal residence.
2. No building shall be erected, placed or altered on any lot until the builder's construction plan, specification and plot plan have been approved by the Architectural Control Committee as to the acceptability and 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 setback line unless similarly approved. Approval shall be as provided in Covenant No. 14.
3. 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 1000 square feet for one story dwellings and not less than 750 square feet for a dwelling of more than one story.

4. A building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback line shown on the Recorded Plat. In any event, no building shall be located nearer than 25 feet to any side street line. No building shall be located nearer than 6 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building, to project upon another lot.
5. No structure of a temporary character, trailer, boat, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, nor shall a partially completed dwelling be permitted.
6. Obstructions shall not be placed in, nor be permitted to remain in areas designated as drainage easements. These areas shall be preserved and maintained as permanent drainage easements, as shown on the General Development Plan, on file with the Trafalgar Plan Commission.
7. 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 builders to advertise the property during the construction and sale period.
8. No oil drilling, oil development operations, oil refining, quarrying, 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 upon any lot.
9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Trailers, boats and similar equipment shall not be kept or stored in the front or side yard.
10. At no time shall any unlicensed, inoperative automobile or truck be permitted on any lot.
11. No individual water supply system or sewage disposal system shall be permitted on any lot.
12. All utility lines placed within this subdivision, whether private or individual, shall be installed underground.
13. The Architectural Control Committee is composed of two 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 member shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of 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.
14. 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 within 30 days after plans and specifications have been submitted to it, 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 covenant shall be deemed to have been fully complied with.
15. Any yield tile or underground drain which is encountered in construction of any improvement within this subdivision shall be perturbed, and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965 and all amendments thereto, and further, that portion of natural waterways through a lot shall be maintained by the owner thereof.

16. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the property line and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines, and all existing farm fences bordering an any lot shall be maintained by the owner in a condition to contain livestock using contiguous lands.
17. 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 bred, kept or maintained for commercial purposes.
18. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
19. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
20. These restrictions are hereby declared Covenants running with this 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 the said Covenants shall be automatically extended for successive periods of ten (10) years unless, at any time following recordation, and instrument signed by the owners of the majority of the lots has been recorded agreeing to change said Covenants in whole or in part.

FIRST AMENDMENT TO COVENANTS OF SUNRISE VILLAGE

This First Amendment To Covenants is made this 18th day of Oct. 1995 by the undersigned lot owners (the "Lot Owners") of Sunrise Village subdivision located in Trafalgar, Johnson County, Indiana ("Sunrise Village").

W I T N E S S E I H:

WHEREAS, the following facts are true:

A. On Dec 8th, 1989, the developer of Sunrise Village filed a Plat of the Sunrise Village subdivision in the Office of the Recorder of Johnson County, Indiana as Instrument No. 89012835 (the "Plat").

B. The Plat contains certain covenants intended to run with the land that restrict the development and use of the lots within Sunrise Village (the "Covenants").

C. Paragraph 20 of the Covenants permits the Covenants to be amended upon recording an instrument describing such amendments that has been approved by a majority of the lot owners of Sunrise Village.

D. The Plat describes Sunrise Village as having thirteen (13) lots; therefore, the approval of seven (7) lot owners is required to amend the Covenants.

E. Because the public water system providing water to Sunrise Village is inadequate, the Lot Owners desire to amend Paragraph 11 of the Covenants to permit the owners of each lot in Sunrise Village to install individual water systems.

NOW THEREFORE, Covenants are amended to read as follows:

1. Paragraph 11 of the Covenants is amended to read as follows:

N Individual water supply system or sewage disposal system shall be permitted on any lot so long as access to an existing public water system is available to such lot. During any period of time which access to an existing public water system is not available to any lot, the owner of such lot may install a well and water supply system on such owner's lot at such owner's expense for the sole benefit of such owner's lot. Once access to a public water system becomes available to such lot, the owner of such lot shall obtain access to such public water system and shall thereafter cease using any individual well or water system.

2. To the extent not amended by this First Amendment To Covenants, all other terms, provisions and conditions of the Covenants remain the same.

IN WITNESS WHEREOF, the undersigned acknowledge that each is the owner of the indicated lot in Sunrise Village and have executed this First Amendment To Covenants as of the day and year first above written.

RECORDED FOR JOURNAL  
JOHNSON COUNTY, INDIANA  
DEAN

55 OCT 10 11 00 AM '95

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My Commission Expires: 12-6-97

My County of Residence: Johnson

(Printed Signature)

Ruth Anne Gregory

Notary Public

Ruth Anne Gregory

WITNESS my hand and Seal this 17th day of Oct, 1995

Before me, a Notary Public in and for said County and State, personally appeared James Moore and Vickie L. Moore by me known and by me known to be the owners of Lot # 12 of the Sunrise Village subdivision located in Trafalgar, Johnson County, Indiana, who acknowledged the execution of the foregoing "First Amendment To Covenants" as their voluntary act and deed.

STATE OF INDIANA )  
COUNTY OF JOHNSON )  
SS: )

By: Vickie L. Moore  
Printed: Vickie L. Moore

By: James Moore  
Printed: James Moore

Lot # 12

(Joint Owners)

My Commission Expires: 12-6-97

My County of Residence: Johnson

Ruth Anne Gregory  
Notary Public  
(Printed Signature)

WITNESS my hand and Seal this 17th day of Oct., 1995.

Before me, a Notary Public in and for said County and State, personally appeared Lila E. Dunn, by me known and by me known to be the owner of Lots # 2, 4, 5, 6, 7 and 11 of the Sunrise Village subdivision located in Trafalgar, Johnson County, Indiana, who acknowledged the execution of the foregoing "First Amendment To Covenants" as his or her voluntary act and deed.

STATE OF INDIANA )  
COUNTY OF JOHNSON )  
SS: )

By: Lila E. Dunn  
Printed: Lila E. Dunn  
Lila E. Dunn

Lot # 2, 4, 5, 6, 7, 11

(Single Owner)