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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

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.

BO-MAR MANOR

-SECTION TWO-

AMENDED - COVENANTS

The undersigned, Wulf Enterprises, Inc. by its President, Robert Wulf, owner 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 BO-MAR MANOR, SECTION 2 AMENDED.

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, the rights of the Grantee of any drainage easement, and to the rights of the owners of the other lots in this subdivision.

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 Surveyor. 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 or other approved structures have been permitted by the County Surveyor.
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 Surveyor will cause said repairs to be accomplished, and the said property owner shall be responsible for the payment of the bill for such repairs, forthwith.
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 20 feet from the intersection of said street line (40 feet for minor street 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.
4. The same sight 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.
5. All lots in this subdivision shall be designated as residential lots.
6. 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 1200 square feet, exclusive of porch or garage, or 750 square feet in the case of a two story residence. Each residence shall have an attached one car garage included in the construction.
7. Each residence shall have an exterior material construction of a minimum of 20% masonry.
8. No trailer, tent, shack, basement, garage, barn or other outbuildings 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 of livestock except domestic pets is prohibited.
9. 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 plat. No accessory building shall be located closer to any front or side lot line than the required minimum front and side yard distances for the primary dwelling. No accessory building shall be located closer to any rear lot than 20 feet, but in no case shall it encroach upon any easement. No livestock, or building to house livestock, shall be kept or built, on any lot nearer than 150 feet from the county road right-of-way.
10. All water systems and methods of sewage and disposal in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health or other civil authority having jurisdiction.
11. Driveway pipes with a minimum of 12 inches diameter shall be placed at all lot entrances before construction begins.
12. No noisy or offensive trade shall be carried on upon any lot in this subdivision nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.
13. All residential construction must be completed within one year after the starting date, including the final grading.
14. Lot Numbered 31 shall have no driveway that accesses State Road 9. All driveways for this lot shall access the interior platted street.

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15. No inoperative or unlic repaired on any lot in
16. No fence or wall shall street than the minimum
17. No above ground swimmin subdivision.
18. The streets, together w shrubbery thereon, as s perpetual use of th dedicators their succes thereof whenever discon
19. No concrete block house
20. All fuel storage tanks
21. No fence or wall shall than the minimum front
22. The foregoing covenants all parties and all per which time said cove nan extended for successive of a majority of the th covenants, or restricti the foregoing covenants shall in no way affect remain in full force an
23. Lots numbered 25, 26, 2 as shown on the diagram Exhibit A shall be subj and Restrictions of the regulating the maintena Said Declaration is inc reference.

State of Indiana)
) SS
County of Hancock)

I, Robert Wulf, Preside that I am the owner of that as such owner, I h be surveyed and subdivi free and voluntary act.

I, MARGARET E. LUM do hereby certify that Rob to me to be the same pe certificate, appeared b they signed the above c deed for the purpose th

Given under my hand and MARCH

My Commission Expires 1-20-88

DULY ENTERED FOR TAXATION

APR 22 1987

Drew H. Finmar
Auditor Hancock County

Be it resolved by the B Indiana, that the dedic are hereby approved and MARCH

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BOA

Approved by the Hancock Subdivision Control Ord 1987

PRESIDENT

BO-MAR MANOR

- SECTION TWO - (COVENANTS)

15. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot in this subdivision or on any street thereof.
16. 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 plat.
17. No above ground swimming pools are allowed on any lot in this subdivision.
18. The streets, together with all existing and future planting, trees and shrubbery thereon, as shown on the attached plat are hereby dedicated to the perpetual use of the public for proper purposes, reserving to the dedicators their successors or assigns the reversion or reversions thereof whenever discontinued by law.
19. No concrete block house shall be permitted on any lot in this subdivision.
20. All fuel storage tanks in this subdivision shall be buried below ground.
21. No fence or wall shall be erected or placed on any lot nearer to any street than the minimum front building setback lines as shown on plat.
22. 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, 2010 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. Invalidation of any one of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any other covenants or restrictions, which shall remain in full force and effect.
23. Lots numbered 25, 26, 27, 51, 52, 53, 60, 65, 66, 67, 68, 69, 70, and 95 as shown on the diagram attached hereto, made a part hereof, and marked Exhibit A shall be subject to the Declaration of Covenants, Conditions and Restrictions of the BoMar Manor Homeowners Association, Incorporated regulating the maintenance and repair of the lake shown on Exhibit A. Said Declaration is incorporated herein and made a part hereof by reference.

State of Indiana)
) SS:
 County of Hancock)

I, Robert Wulf, President of Wulf Enterprises, Inc., do hereby certify that I am the owner of the property described in the above caption and that as such owner, I 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.

Robert L. Wulf

 WULF ENTERPRISES, INC.

BY: ROBERT WULF, President

I, MARGARET E. LUMO, a notary public in and for said County and State, do hereby certify that Robert Wulf personally known to me to be the same person, whose name are subscribed to the above certificate, appeared before me this day in person and acknowledged that they signed the above certificate as their own free and voluntary act and deed for the purpose therein set forth.

Given under my hand and notarial seal this 16th day of MARCH, 1987.

Margaret E. LUMO

 Notary Public
 Resident of Hancock County

My Commission Expires 2-8-91

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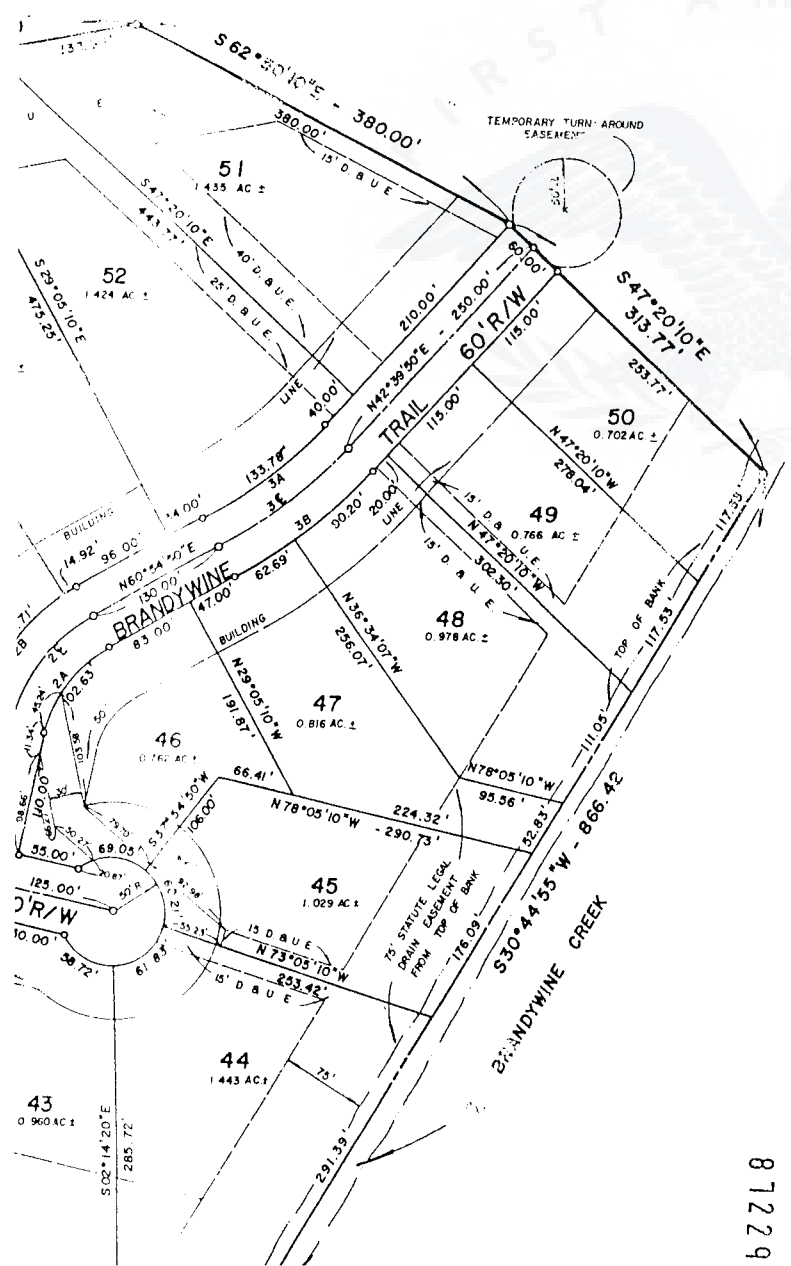
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SLIDE 397
 CABINET A
 INSTR. NO. 872297

*(For amended plat see:
 Slide 1 Cabinet B)*



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