First American Title Insurance Company
Indianapolis Downtown—Corporate
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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.
The undersigned, Wolf Enterprises, Inc., by its President, Robert Wolf, owner of the real estate shown and described hereunder, do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall hereafter be known and designated BO-MAR MANOR, SECTION 2 AMENDED.

Preceding building setback lines are hereby established as shown on this plat, but any which lines and property lines of the streets there will be granted or maintained no buildings or structures. The streets of U. K. are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ditches, lines for wires, and drainage easements herein reserved. No permanent or other structures are to be erected on 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 utility companies 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 consent of the Hancock County Surveyor. Property owners must maintain these swales or soddies in grassy or other non-eroding soil. Water from that said drainage swales or ditches will not be damaged by such water. Approaches to the culverts of 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 liable for the cost of the bill for such repairs.

3. No trees, wall, hedge, tree or shrub planting which obstructs sight lines or elevations between 2, 5, and 8 feet above the street shall be planted on any corner lot within the pedestrian area of the street right-of-way and a line connecting points 20 feet from the intersection of said street line (20 feet for minor street and 30 feet for arterial streets) or in the case of a rounded corner from the intersection of the street right-of-way line extended.

4. The building 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 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 storage shall be erected, placed or permitted to remain on any lot other than residential. Each residence shall be a two story residence having an attached garage included in the construction.

7. Each residence shall have exterior material construction of a minimum of 20% masonry.

8. No temporary, tent, shack, basement, garage, barn or other outbuildings or temporary outbuilding shall be used for temporary or permanent residential purposes in any lot in the subdivision. All commercial dog kennels, livestock yard or junk yard will be permitted in the subdivision, keeping in mind that they are not to be more than 20' except domestic pets is prohibited.

9. No building shall be located on any lot nearer to the front line or out of the side street line than the minimum building setback lines shown on this plat. No accessory building shall be located closer than 20 feet to the front street line or side street line. No accessory building shall be located closer than 20 feet to the front street line or side street line. No accessory building shall be located closer than 20 feet to the front street line or side street line. Each residence shall have an attached garage included in the construction.

10. No storage shall be permitted on any lot in the subdivision for storage of anything beyond which may become a nuisance subject to the neighborhood.

11. All water systems and methods of sewage and disposal in this subdivision are in compliance with the regulations or procedures by the State Board of Health or other civil authority having jurisdiction.

12. All driveways with a minimum of 12 inches diameter shall be placed at all intersections before construction begins.

13. All driveways must be completed within one year after the date of issuance of a building permit, including the final grading.

14. Lot Number 31 shall have no driveway that accesses State Road 4. All driveways for this lot shall access the interior platted street.
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 dedicatees 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 Bohr Manor Homeowners Association, Incorporated, regulating the maintenance and repair of the lakes shown on Exhibit A. Said Declaration is incorporated herein and made a part hereof by reference.

State of Indiana
County of Hancock

I, Robert Wolf, 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 Wolf
WULF ENTERPRISES, INC.

By: Robert Wolf, President

I, Margaret E. Lund, a notary public in and for said County and State, do hereby certify that Robert Wolf, personally known to me to be the same person whose name is 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. Lund, Notary Public

Resident of Hancock County
SLIDE 397
CABINET A
INSTR. NO. 8712297

(As amended plat see: Slide 1 Cabinet B)