CAREFREE ESTATES - SECTION ONE

RESTRICTIVE COVENANTS

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 CAREFREE ESTATES - SECTION I.

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

There are strips of ground of varying width as shown on this plat and marked Drainage & Utility Easements which are hereby reserved for the use of public utilities, not including transportation companies, or for the installation and maintenance of poles, mains, ducts, drains, lines and wires, subject to all easements herein granted and reserved. No permanent division shall take place 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 subdivision.

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

No building, structure, or accessory building shall be erected closer to the side of any lot than 15', nor closer than 20' to the rear of any lot, except fences. Where buildings are erected on more than one lot, all lots in such subdivision shall apply to the 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, except one detached single family dwelling, not to exceed two and one-half stories in height, and a private garage not more than three cars and residential accessory buildings.

The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1,800 square feet in the case of a one-story structure, nor less than 400 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 1,800 square feet of finished and livable 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 trailer, shack or outhouse 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 noisy, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done therein which may be or become an annoyance 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 hindrance or obstruction to any other property. No fence shall be erected between the front property line and the building setback line other than a fence of a decorative nature not exceeding three feet 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 plat in this subdivision until the building is approved as to the conformance and harmony of external design with the 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 such other interested committees.
No building, structure, or accessory building shall be erected closer to the side or any lot than 25', nor closer than 10' to the rear of any lot, except in single-family structures. Where buildings are erected on more than one single lot these restrictions shall apply to the 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 more than three cars and residential accessory buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,400 square feet in the case of a one-story structure, nor less than 1,800 square feet in the case of a multiple structure, provided no structure of more than one story shall have less than an aggregate of 1,800 square feet of finished and liveable floor area.

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

No trailers, sheds or outbuildings of any kind shall be erected or situated on any lot herein, except 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 nuisance, 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 become an annoyance 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 separate it without hindrance or obstruction to any other property. No fence shall be erected between the front property line and the building setback line other than a fence of a decorative nature not exceeding three feet 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 buildings 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(s) shall have full authority to approve or disapprove 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 approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed with the plans if approved by the appropriate local agencies. Neither the committee members or the designated representatives shall be entitled to any compensation or services performed pursuant to this covenant.

All private sewage disposal systems must be abandoned if and when sewers become available to the lot.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under any of them. The covenants shall be automatically extended for successive periods of ten (10) years, unless a vote of a majority of the then owners of the lots in the subdivision is to change said covenants in whole or in part. Right of enforcement of these covenants is hereby granted to the Marion County Plan Commission, its successors or assigns. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or other process, which shall remain in full force and effect.

In Witness whereof, the owner(s) of the above described real estate have hereto caused their names to be subscribed.

[Signatures]

County of Marion

State of Indiana

Before me, the under-mentioned, 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.

My commission expires [date].

[Seal]

Notary Public