



DAVID BRENTON'S TEAM

RE/MAX Select, REALTORS

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The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

The information is deemed reliable, but not guaranteed.

BOULDERS CIVIC ASSOCIATION
COVENANTS

The following is the text of the covenants for the Boulders, as filed in the Marion County Recorders Office, from which copies may be obtained.

The undersigned, Yeager Construction Co., Inc., by its duly authorized officers, Robert K. Yeager, President, and Virginia M. Yeager, Assistant Secretary and Treasurer, owners of the real estate described in the plat of "The Boulders", First Section and Second Section, do hereby lay off, plat and subdivide the same in accordance with the plat and description. The following restrictions, limitations, and covenants are hereby imposed upon and shall run with the land contained in such plat.

1. The foregoing plat shall be known and designated as The Boulders, First Section and Second Section.
2. Streets not heretofore dedicated, are hereby dedicated to the public.
3. There are building lines as shown on the plat and no structure or part thereof shall be erected or maintained between such building lines and the property lines of any street.
4. 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 within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway. No trees 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.
5. No trailer, shack, shed, tent, or temporary building shall be used for temporary or permanent residence on any lot in this addition, and any garage, tool shed, or detached storage building erected or used accessory to a residence in this addition, shall be of a permanent type of construction and conform to the general architecture and appearance of such residence.
6. There are strips of ground as shown on the plat marked as "Drainage and/or Utility Easements" which are reserved as easements for use of the municipality in which this addition is located, and public utility companies, for the access, installation, maintenance, use, repair, and removal of sewers, water mains, gas mains, utility poles, wires and other facilities and utilities necessary or incident to the common welfare and the use and occupancy of residential purposes of the houses to be erected in this addition. No building or other structure except walks or driveways shall be erected or maintained upon, over, under, or across any such utility easement for any use except as set forth herein and owners in this addition shall take title to the land contained in such utility strips subject to the perpetual easements hereby reserved.

7. No building shall be constructed nearer to any side property line than the minimum required by the Marion County Zoning Ordinance. No building shall be erected on any lot herein having a ground floor area less than 1500 square feet in the case of a one story structure, or 1100 square feet in the case of a two story structure, provided however that a dwelling other than a 2 story, consisting of separate levels, shall have no less than a total of 1500 square feet exclusive of open porches and garages in all cases. The same total of 1500 square feet shall also apply to a 2 story residence.

8. The right to enforce the foregoing provisions, restrictions and covenants both to prevent the violation thereof and to recover damages is dedicated and reserved to the owners of lots in this addition, their heirs or assigns, shall be and continue in full force and effect for a period of 30 years from the date hereof; and may be continued for successive periods of 10 years each by a vote of the then owners of a majority of the total area of this addition. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. The Metropolitan Development Commission shall have the right of enforcement of the foregoing covenants.

9. **ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL:** No building, fence, wall, or other structure shall be erected, placed, and altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such structures 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 elevations by an architectural and environmental control committee. The destruction of trees and vegetation and any other such matter as may effect the environment and ecology of "The Boulders" area shall be the proper concern of the committee. This committee shall be 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 locations or to designate a representative with like authority. The committee's approval, or disapproval, as required in this covenant shall be in writing. In the event that such written approval is not received within 14 days from the date of submission, it shall be deemed that the committee has disapproved the presented plan. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

10. **THE FOLLOWING PARAGRAPH APPLIES ONLY TO THE BOULDERS, FIRST SECTION.**

The existing house is in exception to item 3 and item 7 above. The existing house on lot 109 shall be allowed to remain, however, any new construction on lot 109 shall be in accordance with the new 30-foot building line.

THE FOLLOWING PARAGRAPH APPLIES ONLY TO THE BOULDERS, SECOND SECTION.

The existing 50-foot wide Citizen's Gas & Coke easement (in addition to item 6 above) is further restricted to EXCLUDE walks, patios and driveways as allowable structures on said 50-foot easement and further restrict the planting of landscaping material on said 50-foot easement which passes through lots 6, 7, 8, 9, 10, 11, and 28, and owners of said lots shall take title to the land contained in said 50-foot easement subject to the perpetual easement hereby reserved.

11. **UTILITY BUILDINGS:** A utility building may be constructed on each lot, if approved by the architectural and environmental control committee. This utility building shall be constructed in such manner as to meet the standards of construction as used in the construction of the house. The utility building shall be located behind the main dwelling and in no instance shall the utility building be located in front or at the side of the main dwelling.
12. **RECREATIONAL VEHICLES, BOATS & NON-USED VEHICLES:** All boats, non-motorized recreational vehicles and non-used or non-operational vehicles shall be kept in either the dwelling, garage, basement, or utility building.
13. **NUISANCES:** No noxious or offensive activity shall be carried out on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
14. **ANIMALS:** No animals, livestock or poultry shall be raised or kept upon any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.
15. The restrictions, limitations, and covenants herein contained constitute all such restrictions, limitations, and covenants imposed upon the land by the undersigned and supercede, replace, and void any such restrictions, limitations and covenants, verbal or written, which may have been proposed or written, which may have been proposed or imposed prior to the date hereof by the undersigned or its agents.

FIRST SECTION:

Witness our signature and corporate seal this 17th day of September 1975.

SECOND SECTION:

Witness our signature and corporate seal this 14th day of July 1976.

YEAGER CONTRACTING COMPANY, INC.