



DAVID BRENTON'S TEAM

RE/MAX Select, REALTORS

48 N Emerson Ave Suite 600 Greenwood, IN 46143-8895

(317) 882-7210 Office • (317) 888-7201 Fax

www.move2indy.com

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.

09/25/00 14:08 [] 02/04 NO:801
WRIGHT - BOULDERS
FIRST SECTION
RESTRICTIVE COVENANTS

The undersigned, Fredo D. Wright, of Marion County, State of Indiana being the owner in fee simple of the attached described real estate, hereby lay off, plat and subdivide said real estate described on the preceding page, in accordance with the plat and certificate.

This subdivision shall be known and designated as "Wright-Boulders, First Section"

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

There are strips of ground marked "Drainage Easement" which are hereby reserved for the installation and maintenance of drainage improvements. Purchasers of lots in this subdivision shall take their title subject to the easement hereby created and subject at all times to the proper authorities and the easements hereby created, and no permanent structure of any kind shall be built, erected, or maintained on said Drainage Easement.

There are strips of ground marked "Utility and Drainage Strips" shown on the 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 their titles subject to the easements hereby created, and subject at all times to the rights of proper authorities to service the utilities and easements hereby created, and no permanent structure of any kind, fence, shrubbery, planting, etc., will be placed or permitted to remain within the Utility and Drainage Strip.

There are strips of ground marked "Utility Easement" shown on the 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 their titles subject to the easement hereby created, and subject at all times to the rights of proper authorities to service the utilities hereby created, and no permanent structure of any kind, fence, shrubbery, planting, etc., will be placed or permitted to remain within the Utility Easement.

All lots in this subdivision and the use of the lots in this subdivision by present and future owners or occupants shall be subject to the following conditions and restrictions, which shall run with the land.

There are portions of lots numbered 6, 7, 8, 19, & 20 that are in floodway. Chapter 318 of the Acts of 1945, as amended, Sections 17 and 19, requires Commission approval of any construction in a floodway, and of any works for flood control. This includes bridges, dams, levees, dikes, floodwalls, wharves, piers, dolphins, booms, weirs, bulkheads, jetties, groins, excavations, fills or deposits of any kind, utility lines, or any other building, structure, or obstruction. The approval of the Natural Resources Commission, in writing, must be obtained before beginning construction.

1. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of unfinished basements, open porches and garages shall be not less than 1500 square feet for a one story dwelling, nor less than 1100 square feet for a dwelling of more than one story, but any multi-level dwelling shall not be less than 1500 square feet total.

2. No building shall be located on any lot nearer to the front lot line or nearer the side street line than the minimum building set-back lines as shown on the recorded plat. No building shall be located nearer than 7 feet to a side yard line, and the total side yard set-back (both sides) must be at least 19 feet. An eight (8) foot side yard set-back shall be required for an accessory building not exceeding 20 feet in height and if detached from the principal building, it shall be located at least as far back as the rear of the principal building. No building shall be erected closer than 25 feet to the rear lot line.

3. ~~Utility Buildings~~
if approved by the Architectural and Environmental Control Committee. This utility building is to 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.

4. That no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said 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 to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement. No trees shall be permitted to remain within such distances of such intersection unless foliage line is maintained at sufficient height to prevent obstruction of sight line.

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. The right to enforce the foregoing provisions, restrictions and covenants both to prevent the violation thereof and to recover damages is hereby dedicated and reserved to the owners of lots in this addition, their heirs, or assigns, and 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.

7. Architectural Design and Environmental Control: No building, fence, walls, or other structures 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 structure herein and as to the build and 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 affect the environment and ecology of the "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 said written approval is not received from the Committee within 15 days from the date of submission, it shall be deemed that the Committee had 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.

8. Recreational vehicles, boats, and 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.

9. 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.

SUBDIVISION

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10. Animals: No animals, livestock or poultry shall be raised, bred 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.

11. 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.

12. The finished yard elevation at the house site on lots in this subdivision shall be not less than the elevation (U.S.G.S. Datum) shown on the general development plan on file in the office of the Metropolitan Plan Commission of Marion County, City of Indianapolis, Indiana.

WITNESS MY HAND AND SEAL THIS 6th DAY OF June, 1983.

BY: Freda D. Wright
Freda D. Wright



STATE OF INDIANA }
COUNTY OF Marion } SS

Before me, the undersigned, a notary public in and for said county and state, personally appeared Freda D. Wright, sole owner of the attached real estate, and acknowledged the execution of the foregoing indenture, as her voluntary act this 6th day of June, 1983.

Notary Public: Raymond Good
Raymond Good
County Marion

My Commission Expires: 2/1/1985