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GOLFVIEW ESTATES

1977 PAGE 4949

PLAT, DESCRIPTION, DEDICATION  
CONDITIONS, LIMITATIONS  
RESTRICTIONS AND COVENANTS

We, Robert Mihaljevic and Mary Ann Mihaljevic, husband and wife, hereinafter referred to as the Grantors, represent that we are the owners of the lands described in the annexed plat of lots being the south 940 feet of the east  $\frac{1}{2}$  of the east  $\frac{1}{2}$  of the southwest  $\frac{1}{4}$  and of the west 39 acres of the south east  $\frac{1}{4}$  all in Section 2, Township 33 North, Range 1 East, 2D.P.M., Marshall County, Indiana, which plat we have named and hereby dedicate and offer for record as Golfview Estates.

The lands embraced within said plat are as described in the description thereon and certified by J. B. Smrt who made the survey thereof, which lots of said plat are numbered consecutively from 1 to 37 inclusive, and the dimensions of each are shown by the figures on said plat. We do hereby dedicate to the public use the roads as shown on said plat, and do hereby dedicate for utility easements the utility easements shown on said plat.

The following conditions, limitations, restrictions, and covenants are hereby made a part of said plat; all lots and lands embraced within said plat are hereby made subject to the provisions, terms, conditions, restrictions and covenants which shall insure to all lots and lands embraced within said plat and shall be deemed and considered running with the land for the benefit of all subsequent owners thereof.

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In order to operate as a Restricted & R-1 Residential Subdivision we presented our outstanding design to the Township, County, and State Authorities. We strive at all times to comply with all those local, county and state regulations governing the operation of our estates and subdivision and require that residents do likewise.

In addition to this, we have formulated specific rules and regulations in order to protect the best interest of each resident.

Each contract will automatically, by direct incorporation, include the following Rules and Regulations. We shall, assist the residents with any problems they might have under these rules and aid residents with any enforcement problems within the scope of our authority.

Grantors reserve the right to interpret and enforce these Rules and Regulations; and, upon thirty (30) days written notice, add to and/or ammend these rules so that they will conform with current estate and subdivision policies.

1. USE OF LOTS. Each lot in the subdivision shall be restricted to a one-family dwelling and no more than one family shall reside in any dwelling. No homeowner may take in another person as a roomer without written permission from the grantors.

2. BUILDINGS. No lot shall have more than a one-family dwelling with not less than a 2 car garage, and no utility shed shall be placed on said lot. Nor shall any trailers, mobile homes, boats or campers be stored on any vacant lot nor lot with existing home. All homes shall be neat-appearing and well-kept. It shall also be of sufficient size to house all the proposed occupants of the home.

3. FARM ANIMALS. No owner of any lot shall maintain or keep any farm animal within the estates or subdivision. All four legged pets (dogs and cats) must be leashed and/or under the restraint of their owners at all times, and are not to be a disturbance to other residents.

4. BUSINESSES. No lot nor any building erected thereon shall at any time be used for the purpose of any trade, business, manufacture or profession. Peddling, soliciting, or commercial enterprises are not allowed in the estates or subdivision.

5. BUILDING CODE. All dwellings and buildings shall comply with the set-back line as shown on the plat or in the Master Plan of Marshall County, Indiana, for R-1-Residential-First Class Use, as defined in said Master Plan, whichever is the more restrictive.

6. NUISANCES. No noxious or offensive activity shall be carried on on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Alcoholic beverages are only to be served within your own home or on your own lot and nowhere else on the estates or subdivision property. Any vehicle, not in running condition and/or without current license plates, shall **not** be allowed or stored within the subdivision and must be removed within 15 days after written notice. All rubbish, trash, garbage or other waste shall be placed in sanitary containers to be hauled from the premises, at the home owners cost. No incinerators or other equipment for the disposal of garbage shall be placed on said lot. All rubbish, trash, garbage or other waste shall be kept in a clean, orderly and sanitary condition and kept in an inconspicuous place, such as the rear of the home. All garbage cans must be kept covered.

7. SWIMMING POOLS AND FENCES. All swimming pools hereafter erected shall be enclosed with an appropriate fence for the protection of children. No fence within the subdivision shall be erected to a height greater than 5'6", nor shall any fence be erected on the utility easement.

8. TRAILERS. No trailer nor structure of a temporary character shall be placed or used on any lot at any time whether temporary or permanent. Non-licensed motorcycles, motorbikes, snowmobiles and like noise producing vehicles are not to be driven in the estates or subdivision.

9. RESALE OF LOTS. For so long as the owners are active in the selling of lots and construction of residences thereon, no "For Sale" signs shall be placed upon any lot or home by any real estate agent without prior written consent of the grantors, and no "For Sale" signs shall be placed upon the lots or homes by the owners of the lot or home without the prior written consent of the grantors.

10. OPTION TO REPURCHASE. No sale of any home in the subdivision shall be consummated without giving the grantors at least sixty (60) days written notice, and the grantors shall have said period of sixty (60) days to either buy said home, or to list said home for sale with a real estate agent at a price and terms fixed by the owners of the home. No deed or title shall be clear without this option being released by the grantors. This option shall be renewed if the owners of the home shall reduce their price or substantially change the terms and conditions of the offer. This restriction shall be effective only so long as the grantors are actively engaged in promoting the sale of lots in the subdivision

and the construction of homes thereon.

The purchaser of a lot has one year from the date of purchase to erect a home on said lot, in accordance with the Subdivision By-Laws, or purchaser will forfeit sale of said lot and will be paid back the exact amount of monies they paid for said lot with no interest or monies accrued. A letter will be forwarded to said lot owner of the notice of termination date within thirty (30) days after one year ends and then ten (10) days thereafter, grantors will re-purchase same lot for no more or no less monies. Purchaser of said lot will keep same in a clean and orderly condition. If not kept in a clean and orderly condition, purchaser will be billed for maintenance of lot by developer. Said maintenance fee shall be paid within a thirty (30) day period.

11. ARCHITECTURAL CONTROL. No dwelling house, garage, or other structure shall be erected upon any lot in said subdivision, nor any alteration made in the exterior structure of any dwelling or building which may be hereafter erected upon any lot in said subdivision until and unless complete plans and specifications showing accurately the proposed location of such building design and floor plan, the kind of materials to be used in the construction of the same, together with the name of the builder and his qualifications and the approximate cost of such building or alteration, shall be first submitted to the makers of this plat, and by them approved in writing.

12. MINIMUM COST. No dwelling shall be constructed on any lot at a cost of less than Forty Thousand Dollars (\$40,000.00), based upon the costs prevailing upon the date these covenants are recorded, it being the intention and purpose of this covenant to insure that all dwellings shall be a quality of workmanship and materials substantially the same or better than that which can be produced on

the date these covenants are recorded for Fourty Thousand Dollars (\$40,000.00). This cost shall include the single family dwelling and attached two car garage.

13. COVENANTS RUN WITH THE LAND. The above and foregoing limitations, restrictions and covenants shall be construed as covenants running with the land for the benefit of future owners of lots within this subdivision and shall extend to and be obligatory and binding upon the person or persons to whom title may be conveyed by the grantors, and to all future owners of the lots in the subdivision, and may be enforced against any person violating the same or any of them by the owner or owners of any lots in this subdivision by injunctive proceedings, and the plaintiff or plaintiffs shall be entitled to recover, as a part of their judgment, reasonable fees for their attorney in the prosecution of such action.

IN WITNESS WHEREOF, the grantors hereunto set their hands this 29th day of June, 1977.

RECORDED

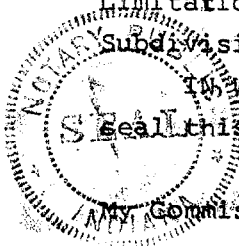
JUL 1 4 03 PM '77

OLIVER C. GREER RECORDER  
MARSHALL COUNTY, INDIANA  
STATE OF INDIANA SS:  
COUNTY OF MARSHALL

Robert Mihaljevic  
ROBERT MIHALJEVIC  
Mary Ann Mihaljevic  
MARY ANN MIHALJEVIC

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert Mihaljevic and Mary Ann Mihaljevic, husband and wife, and acknowledged the execution of the above and forgoing Plat, Description, Dedication, Conditions, Limitations, Restrictions and Covenants for Golfview Estates, a Subdivision in Marshall County, Indiana.

IN WITNESS WHEREOF, I have hereto set my hand and official seal this 30th day of JUNE, 1977.



My Commission Expires: Sept 15, 1977

Adalene C. Schorer  
Notary Public

GOLF VIEW ESTATE

Restrictions and Covenants for Golf View Estates Lots Number 4, 10, 11, 13, 14, 15, 16, 17, and 26 through 33.

We, the undersigned, Richard D. Day, Jr. and Martha Ann Day, husband and wife, do hereby certify that we are the owners of the following-described real estate:

Lots Number 4, 10, 11, 13, 14, 15, 16, 17, and 26 through 33 and the retention pond areas as platted in Golf View Estates recorded in Record 1979, p. 2275 (Office of the Recorder of Marshall County, Indiana), located in the east half of the southwest quarter of Section 2, Township 33 North, Range 1 East situated in West Township, Marshall County, Indiana.

The following conditions, limitations, restrictions and covenants are hereby imposed against the real estate above referred to and shall inure to all lots and lands described above and shall be deemed and considered running with the land for the benefit of all subsequent owners thereof:

1. Plan Approval. All plans for any structure to be placed upon any lot must be first approved by Richard D. Day, Jr.
2. No Manufactured Housing. Further, no modular, manufactured or mobile home may be placed on any of said lots.
3. Each lot owner will provide at the time of his residence construction a yard light which will be used and maintained by him, and used from dusk to dawn.
4. Building Lines. Front and side building lines are established as shown on the plat. Between the front building line and the street, no structure may be constructed. No residence

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 Duly entered for taxation subject to final 10 2 33/1 041 10 2 33/1 038 10 2 33/1 035  
 acceptance for transfer 4-21-95 " 042 " 039 " 036  
 " 10 2 33/1 052 " 043 " 040 " " 060  
 " 045 *Grey Lewis Howell* " 044 " 033 " " 059  
 " Key Number 046 Auditor: Marshall Cty. " 037 " 034

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 11:20  
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 JOHN R. ZEHLE, RECORDER  
 MARSHALL COUNTY, INDIANA

front shall be erected nearer than forty (40) feet to the front line, nor nearer than twelve (12) feet to the side line of any lot, provided, however, that in the case where one person owns adjoining lots, such owner may build a residence or dwelling house or appurtenant garage across the dividing line or to coincide therewith; provided further, that in no case shall any residence be erected nearer to any other residence than twenty-four (24) feet.

5. Building Size. No dwelling shall be permitted of less than fifteen hundred (1,500) square feet, exclusive of open porches and garages in the case of a one-story structure; or, not less than twelve hundred (1,200) square feet in the case of a one and one-half (1-1/2) story or twelve hundred (1,200) square feet in the case of a two-story dwelling.

6. Nuisances. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood. No trucks having a rated capacity in excess of three-quarter ton shall be parked within this subdivision except those used during construction, or for a reasonable period for pick up and/or delivery.

7. Driveways. All driveways shall be concrete, a minimum of sixteen (16) feet wide from the garage to the street and an eight-inch (8") culvert for draining underneath said driveway.

8. General Appearance. All lots shall be kept neat in appearance, free of weeds, unused material, unused vehicles, and other items which will detract from the looks of the property. All



houses or garages must have a completed exterior and the lot must be graded and seeded within a period of twelve (12) months from the first breaking of the ground. If a house is not completed within one (1) year after commencement of construction, a letter will be forwarded to said lot owner of a notice of forfeiture. In the event the house is completed within ninety (90) days, the property shall not be forfeited to seller. If not so completed, the seller shall be entitled to declare said property forfeited and retake possession and ownership after recognizing the priority of the lien of any financial institution. Further, seller shall have the right to grade and seed and recover the costs from owners, including attorney fees for having to do so.

9. Mailbox Provision. Each lot owner will provide a private mailbox to conform to postal regulations which will be black in color, approximately seven inches by eight inches (7" x 8") and twenty (20) inches in size and which will be mounted on a black metal standard or pole.

10. Garage or Yard Sales. Yard sales or garage sales are forbidden.

11. Swimming Pools. No above-ground pools are allowed. Any below ground pool must be safely fenced or enclosed.

12. Fences. No fences shall be constructed, except decorative split rail or board fences no higher than three and one-half (3-1/2) feet. Privacy fences are allowed provided they are decorative, no higher than six (6) feet and enclose a much smaller area than the lot itself, i.e. a patio or swimming pool.

13. Sight Distance. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot.

14. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other domestic household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. No pit bulls shall be allowed.

15. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign advertising the property for sale.

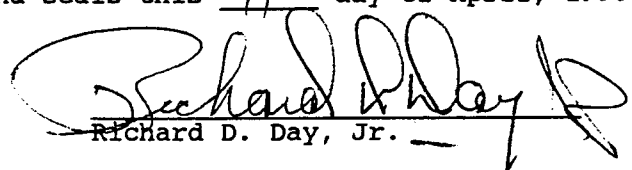
16. Temporary Structures. No structure of a temporary character, house, trailer, basement house, tent, shack, tree house, shed, barn or outbuilding shall be used upon any lot at any time as a residence or for any other purpose, either temporarily or permanently. No garage shall be used on any lot at any time as a residence.

Furthermore, dish antennas are not permitted, unless eighteen (18) inches or less in diameter and placed so as not to be observed from the roadway. No trailers, mobile homes, campers or boats shall be kept or stored on any lot.

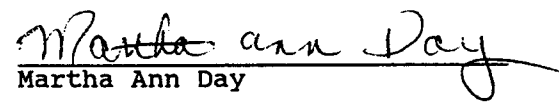
17. Enforcement and Termination of Covenants. These covenants are to run with the land and shall be binding on all owners and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after

which time, said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part. If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said plat to proceed at law or in equity against the person or persons violating or attempting to violate any such covenant and to enjoin them from so doing, to recover damages for such violations, and to seek all other appropriate relief. Grantees of any deed agree that enforcement of any violations of restrictions shall be pursuant to paragraph 13 of the original restrictions recorded in Record 1977, p. 4949 et seq. and shall not be the obligation of the Grantors.

WITNESS our hands and seals this 11 day of April, 1995.

  
Richard D. Day, Jr.

REC-100  
APR 21 2 49 PM '95  
MARSHALL COUNTY  
PLYMOUTH IN 46003

  
Martha Ann Day

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARSHALL )

Before me the undersigned a Notary Public in and for said County and State, personally appeared Richard D. Day, Jr. and

951989

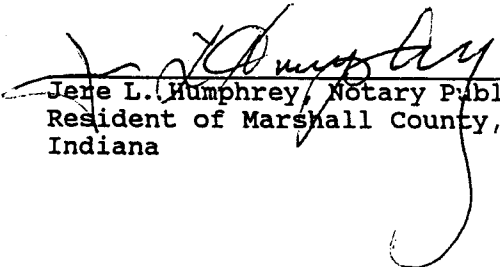
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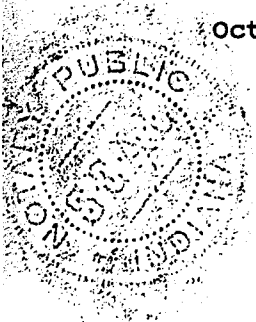
Martha Ann Day, husband and wife, and each separately and severally acknowledged the execution of the foregoing instrument as his or her voluntary act and deed for the purposes therein expressed.

WITNESS my hand and seal this 11 day of April, 1995.

My Commission Expires:

October 10, 1996

  
Jere L. Humphrey, Notary Public  
Resident of Marshall County,  
Indiana



This instrument prepared by Jere L. Humphrey, Attorney No. 7885-50, KIZER & NEU, 319 West Jefferson Street, P.O. Box 158, Plymouth, Marshall County, Indiana 46563-0158.

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