

1740

RESTRICTIVE COVENANTS FOR EAST RIDGE SUBDIVISION

The undersigned, George W. Rosenbarger and Tony Schuler, being the sole owners of R & S Developers, Inc. of all lots in East Ridge Subdivision, as the same appears of record in the office of the Recorder of Floyd County, Indiana, in Plat Book <sup>1134</sup> 10, at Page 134, does hereby impose the following restrictions upon each lot within the plat of said East Ridge Subdivision, and said restrictions are hereby declared to be covenants running with the land, for the mutual benefit of all persons and corporations who may now or hereafter have any vested interest, legal or equitable, in any lot within said subdivision.

1. LAND USE:

No lot or portion thereof shall be used except for residential purposes, and commercial activities of any nature will not be permitted, except that any lots or portion thereof may be dedicated by the owners thereof as a public street.

2. BUILDING TYPE AND SIZE:

All lots in said subdivision shall be subject to the following restrictions: No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half ( $2\frac{1}{2}$ ) stories in height, and only private attached garages for not more than three (3) cars. The ground floor use of the main structure, exclusive of porches and garages, shall not be less than 1200 square feet for a one-story dwelling, or less than 900 square feet for a dwelling of more than one story, as measured at the outer line of the foundation. No detached storage buildings or any other structures, temporary or otherwise, may be built on any lot except facilities servicing an in-ground swimming pool, and these must meet the approval of the R & S Developers, Inc.

3. BUILDING LOCATION:

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than thirty (30) feet or as shown on the

recorded plat. No building shall be located nearer than 10% of the front feet of a rectangular lot or eight (8) feet on any irregular lot shape, to an interior lot line. No dwelling shall be located on any lot further than five (5) feet behind the building line. For the purpose of this covenant, all adjoining lots or portions thereof used as a site for the construction of a single residence shall be considered one lot, so that these restrictions relative to side lot lines shall mean the side lines of any one or more lots or portion or portions of any lot or lots used as a single residential building site. For the purpose of this covenant, eaves, steps and open porches shall not be constructed to permit any portion of a building to encroach upon any restrictive building line in the recorded plat. In no event shall any buildings be erected in violation of yard requirements of any zoning ordinance, in effect at the time of construction thereof. The minimum lot size shall be as shown on the recorded plat.

#### 4. SIGNS, HOUSE NUMBERS, AND MAIL BOXES:

No billboard, signboard or sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, or one sign of not more than five (5) square feet advertising the property for sale or rent; or, except advertising signs of builders and materialmen erected during the course of construction and which signs shall be removed immediately after the completion of the construction work. All homes shall display a house number in an appropriately placed position; and, all homes having a mail box shall provide that they be maintained in the same state of repair as that of the dwelling and that they will, if lettered, be lettered in a professional manner or have attached thereto an appropriate name plate.

#### 5. GARDENS AND ANIMALS:

Vegetable gardens for private use shall be permitted only adjacent to the rear of a dwelling and may extend no more than twenty-five (25) feet from the

rear and not beyond the sides of the structure; and no animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and provided further that they shall not be or become an annoyance or nuisance to the neighborhood, and shall not exceed a reasonable number.

6. NUISANCES:

No noxious or offensive trade or activity shall be carried on within said tract nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.

7. DRAINAGE, DRIVEWAY CULVERTS AND CONSTRUCTION:

No driveway or other obstruction shall be constructed or permitted to remain between any lot and any roadway which shall restrict the drainage along such roadway. All delivery of material to each lot having a house under construction must be over the area of the curb where the driveway will be constructed and not upon other portions of the lot. Within one year after completion of construction of a residence, all driveways must be paved solidly of concrete or asphalt and shall be kept in proper maintenance, and public sidewalks must be constructed of poured concrete and according to specifications within the subject plat, along the entire front of the property, by the subsequent owners of the individual lots therein.

8. BUILDING USE AND TEMPORARY STRUCTURES:

No building built on any of said lots of this subdivision shall be used for any purpose except a residence, and each residence shall be for one family only. No trailer, tent, shack, garage, basement, or other building or structure of a temporary character may be used as a residence, either temporarily or permanently. No disabled autos nor any other piece of mechanical equipment or building supplies may be stored on the lot, and off street parking for all vehicles appurtenant to the residence must be provided. There shall be no

recreational vehicles namely boats or campers or semi-trucks permitted to be parked on the lots within site of the street.

9. BUILDING COMPLETION:

No structure shall be allowed to remain upon any lot within this subdivision in a partial state of completion for a substantially greater length of time than would normally be required for the completion of such a structure, having regard only for general circumstances and conditions in the vicinity and not circumstances and conditions pertaining to the owner or other person or persons responsible for such construction.

10. ARCHITECTURAL CONTROL:

No building shall be erected, placed, or altered upon any lot until the construction plans and specifications and a plan showing the location of the structure shall have been approved by the Developers and Owners as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

11. GARBAGE AND REFUSE DISPOSAL:

No trash, garbage, or other waste or refuse shall be kept within this subdivision except in neat and sanitary containers. Any incinerator or other equipment for the storage or disposal of such materials shall be kept in a clean, neat, and sanitary condition.

12. EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, plantings or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

13. FENCES AND SHRUBS:

No fence or privacy shrubs of any kind shall be allowed on said lots in excess of six (6) feet in height without approval of the Developers, and no fences at all shall be constructed from the rear line of the house to the front property line, or landscaping of no more than twenty-four (24) inches in height along said line excepting ornamental fences not exceeding twenty-four (24) inches in height which are used around shrubs and flower beds, except fences that meet approval of the Developers.

14. SEWER SYSTEM, FUEL TANKS, AND UTILITY CABLES:

All buildings erected on the lots in this subdivision shall be connected to the City of New Albany sewer system and must be installed in accordance and with the approval of the City of New Albany Sewage Department. All fuel tanks must be buried below finish grade. All utility cables, electric, phone or other upon said lots must be buried below finish grade in accordance with the specifications of the installing utility company where underground service is provided.

15. MAINTENANCE OF LOTS:

- A. Lots unimproved: The owner shall maintain the grass at a level not to exceed twelve (12) inches in height.
- B. Lots improved: The owner shall maintain the grass at a level not to exceed a height congruent with other improved lots within said subdivision.
- C. If the owner fails to maintain any unimproved lot, or lots, the Developers may cut the grass and bill the owner for the reasonable cost of same.

16. TERMS AND AMENDMENTS:

These covenants shall be in full force and effect for a period of twenty-five (25) years from the date they are recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an agreement in writing changing said covenants, in whole or in part, and signed by the then owners of not less than 51% of said tract by area, exclusive of

dedicated roadways, has been recorded in the office of the Recorder of Floyd County, Indiana.

17. ENFORCEMENT:

Enforcement of these covenants shall be by proceedings at law or in equity, either to restrain violation or to recover damages, against any person violating or attempting to violate any covenants.

18. SEVERABILITY:

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

The Developers obligation shall cease after the individual lots are sold. The burden of enforcing the aforesaid restrictions and covenants shall then become the duty of a majority of the property owners or their designated representative.

19. RESIDENTIAL OFFICES:

The Schuler Company, Inc. (or Tony Schuler) or George W. Rosenbarger may maintain an office at any residence which either is the owner.

RECEIVED  
FOR RECORD  
TIME 10:16 AM  
DATE MARCH 28, 1983  
RECORDED IN PLAT DRA. 10  
INSTR. NO. 1740

*Fredrick L. Nitner*  
RECORDER OF FLOYD COUNTY

IN WITNESS WHEREOF, George W. Rosenbarger and Tony Schuler, owners and developers herein, have caused this instrument to be executed by affixing their signatures and seals this 2nd day of March, 1983.

OWNERS AND DEVELOPERS

George W. Rosenbarger  
George W. Rosenbarger

Tony Schuler  
Tony Schuler

STATE OF INDIANA     )  
                              ) SS  
COUNTY OF FLOYD     )

Before me, the undersigned, a Notary Public, residing in and for said County and State, this 2nd day of March, 1983, personally appeared the within named George W. Rosenbarger and Tony Schuler, Owners and Developers herein, and acknowledged the execution of the foregoing instrument for the intents and purposes herein stated.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal.

Melissa Louise Snyder     NOTARY  
Melissa Louise Snyder     PUBLIC

My Commission Expires:

October 12, 1985

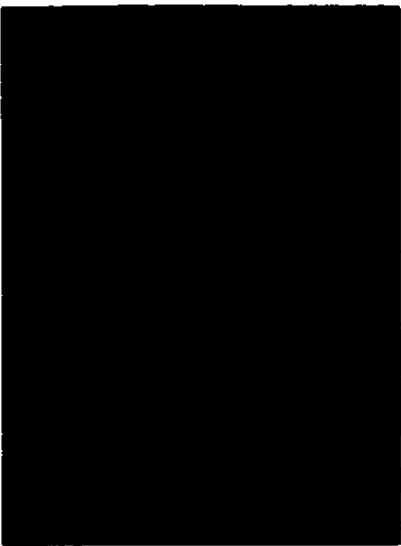
This instrument was Prepared by: George W. Rosenbarger and Tony Schuler, Owners and Developers herein.

CABINET None DRAWER 10 INSTRUMENT NO. 1760 ENTRY BOOK None CARD 1 OF 3 CARDS

DESCRIPTION

Recollections - East Ridge, Ind. Plat 9/180

See Map 2044 4391



THIS INSTRUMENT WAS FILED FOR RECORD IN THE  
OFFICE OF THE RECORDER OF FLOYD COUNTY, INDIANA

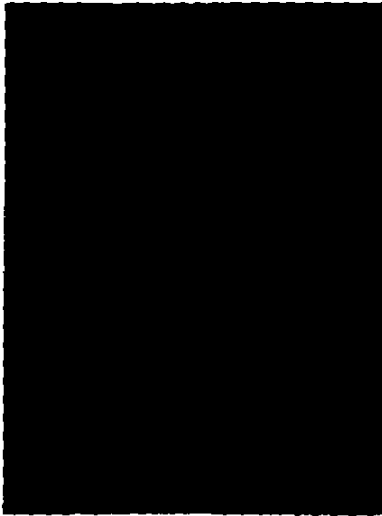
**DO NOT RE-FILE THIS FILM CARD**

RETURN TO CLERK OR PLACE IN RE-FILE TRAY ON COUNTER

THIS CARD MAY NOT BE REMOVED FROM RECORDERS OFFICE UNDER PENALTY OF LAW.  
Floyd County Recorder's Office  
MMM 7909  
FILMSORT® BRAND APERTURE & CAMERA CARDS AND DUPLICARD® BRAND COPY CARD PRODUCT OF 3M COMPANY, ST. PAUL, MINN.

Filed  
March 28, 1983  
Jong Schuler Schuler Co  
2867 Charleston Road, N.C.

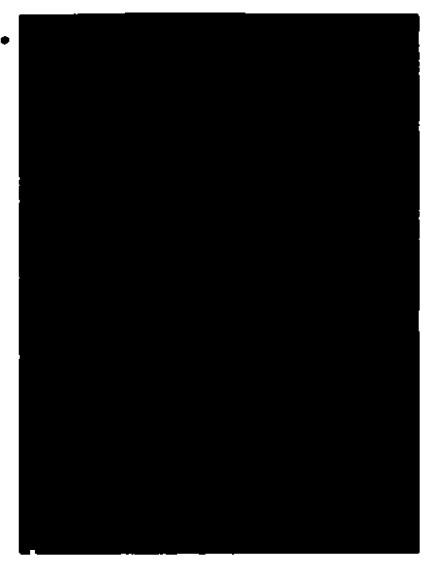
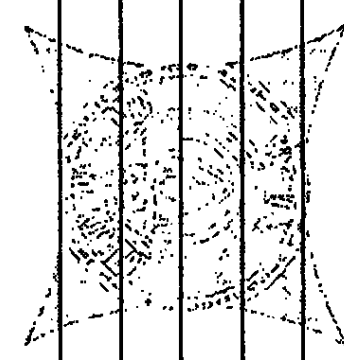
Fredrick S. Wilmer  
RECORDER FLOYD CO.



CABINET Mai DRAWER 10 INSTRUMENT NO. 1740 ENTRY BOOK Misc CARD 2 OF 3 CARDS

DESCRIPTION Instructions - East hudge sent Plat 9/16

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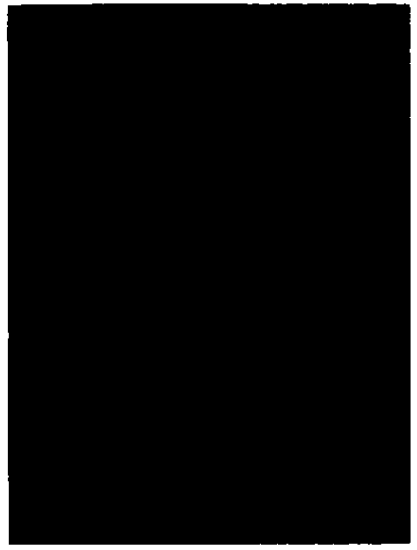
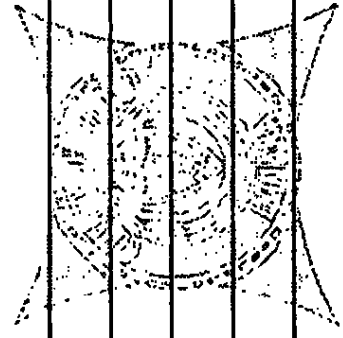
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THIS CARD MAY NOT BE REMOVED FROM RECORDERS OFFICE UNDER PENALTY OF LAW.  
Floyd County Recorder's Office Document # 83000170  
MMM 7909 RECORDED & INDEXED BRAND COPY CARD PRODUCT OF 3M COMPANY, ST PAUL, MINN.

CABINET Misc. DRAWER 10 INSTRUMENT NO. 1740 ENTRY BOOK Misc. CARD 3 OF 3 CARDS

DESCRIPTION  
Instructions - Easthedge Sub Plot 9/6

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OFFICE OF THE RECORDER OF FLOYD COUNTY, INDIANA

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MMM 7909  
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