

3935

RESTRICTIONS  
DOW KNOB ESTATES

The undersigned, Mel P. Jacobi and Pearl Lee Jacobi, husband and wife, of Borden, Indiana, hereby impose the following restrictions upon each and every lot within the Plat of Dow Knob Estates, as the same appears of record in the office of the Recorder of Clark County, Indiana, in Plat Book 8, Page 62, and such restrictions are hereby declared to be covenants running with the land for the mutual benefit of all persons and corporations who may now or who may hereafter have any vested interest, legal or equitable, on any lot within said subdivision.

1. All lots in Dow Knobs Estates, shall be for one family residence only. The main structure of any residence erected on any lot, exclusive of porches and breezeways shall have a ground floor area of not less than 1,000 square feet for one-story dwelling, and not less than 1,800 for one and one-half story.
2. No noxious or offensive trade shall be carried on upon the lots of said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
3. No trailer, basement, tent, shed, garage, barn or other outbuildings erected on said lots shall be used for a residence, temporarily or permanently, and no structure shall be moved onto any lot unless it shall conform to the restrictions herein set forth.
4. Vegetable gardens shall be permitted only within those areas within which a building could be erected. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
5. No structures 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 peculiar to the owner or other person or persons responsible for such construction. No structure shall be occupied as a residence until entirely completed.
6. No building within this subdivision shall be erected or permitted to remain nearer than 40 feet to the right-of-way line of any dedicated street. There shall be two side yards per each lot, the minimum width of each side yard shall be 10% and 15% of the lot width. No building shall be located no closer to the back lot line than 25% of the lot depth.
7. No owner of any lot within said tract may require any other such owner to erect a line fence. No fence or screen planting over 36" high shall be permitted between the building set-back line and the front lot line. No fence may be erected on easement for storm water.
8. Lot owners are required to keep their lawns mowed whether the house is built or not.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials 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 or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through 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.
10. The covenants, conditions and restrictions herein contained shall run with all of the lots or parts of lots of this plat, and shall be binding on all owners of any lot, their heirs, executors, administrators, and assigns, and all persons claiming under them for a period of 25 years from the date the covenants are recorded, after which time said covenants shall automatically extend for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.
11. Enforcement shall be by proceeding at law or in equity against any persons violating or attempting to any covenant either to restrain violation or to recover damages.
12. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions.

IN WITNESS WHEREOF the said Melvin F. Jacobi and Pearl Lee Jacobi have caused the execution hereof by affixing hereto their signatures this 24<sup>th</sup> day of April, 1975.

RECEIVED  
 FOR RECORD  
 MAY 15 7 54 AM '75  
 RECORDED *Misc* DRA 7  
 INSTR. NO. 3935  
 JULIA LOVE  
 RECORDER OF CLARK CO.

Melvin F. Jacobi (SEAL)  
 Melvin F. Jacobi  
Pearl Lee Jacobi (SEAL)  
 Pearl Lee Jacobi

STATE OF INDIANA:

SS:

COUNTY OF CLARK :

Before the undersigned, a Notary Public in and for said county and state, this 24<sup>th</sup> day of April, 1975, personally appeared the within named Melvin F. Jacobi and Pearl Lee Jacobi, husband and wife, owners of the property known as Dow Knob Estates, and acknowledged the execution of the foregoing Restrictions.

WITNESS my hand and Notarial seal.

Barbara H. Jacobs  
 NOTARY PUBLIC

My Commission Expires:

12-19-79

This instrument prepared by Robert H. Kempf, Jr., Attorney, Jeffersonville, Indiana.