

Restrictions affecting Prairie Lane Estates, Phase I, dated March 13, 1975 and recorded June 16, 1975 as Document No.189957: Lots 1-40

PHASE I - RESTRICTIVE COVENANTS

All that real estate divided into lots and known as Prairie Lane Estates Addition in Harris Township, St. Joseph County, Indiana, until at least January 1, 1992, at which time all or any of such covenants and restrictions may be revoked or repealed only by the written consent of the owners of a majority of the frontage on that part of any particular street affected that lies within the limits of the real estate, a part of, and described in Prairie Lane Estates Addition excepting as hereinafter set forth shall run with the land and bind the present owners and their successors, personal representatives and assigns, and any and all persons claiming by, through or under them, but no restrictions hereinafter set forth shall be personally binding on any person excepting in respect to breaches committed during the period of ownership of such real estate.

1. Each lot in this addition shall be used only as a residential lot, and no structure shall be erected on any lot other than a single family dwelling, not exceeding two stories in height, and a breezeway and a private garage.

2. No building shall be erected nearer than thirty-five (35) feet to the front lot line nor nearer than ten (10) feet to any side lot line. These line restrictions also apply to the garages. If the owner of one lot, however; shall purchase a second lot, and the second lot purchased adjoins the first, he may construct a dwelling house on both said lots and the restrictions herein set out shall govern the said lots as a unit, and he may not thereafter sell any part of said tract which will leave less than ten (10) feet space from either side of said structure.

3. No such residential lot shall be further divided or re-subdivided into a smaller building lot.

4. No business or trade shall be conducted on any lot; nor shall anything be done thereon which may be, or might become, an annoyance or nuisance to the neighborhood, nor shall they be used for the manufacture, storage or sale of intoxicating liquor; nor shall any display signs of any kind be attached to any part of any residence or buildings located on said lot.

5. No house trailer, basement, tent, shack, garage or any other structure or outbuildings erected on said lot shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted. No partially completed structure shall be used as a residence. Yards will be maintained in order not to detract from the appearance of the neighborhood.

6. No structure shall be moved onto any lot.

7. No dwelling shall be erected on any lot, the floor square foot area of which shall be less than 1,200 square feet, if a single story building, nor less than 1,500 square feet if a multiple story building. The square footage restrictions apply to the residence only and do not include a

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breezeway or garage. Each dwelling house shall be connected to a garage of sufficient size to house two automobiles. The driveway from the street shall be hard surface either with black-topping or concrete.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the real estate herein referred to, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Any question of interpretation under this paragraph shall be decided by the Committee hereinafter referred to whose decisions in this regard shall be final.

9. Roadside standard ditches, or swales, for drainage purposes shall be constructed in accordance with St. Joseph County specifications adopted by the County Commissioners July 17, 1967, and any amendments thereto, and such ditches or swales shall not be filled in. Where required by the County Highway Department culverts shall be installed and maintained and kept clear by the homeowner so as to allow the free flow of surface water.

10. Any and all building plans shall be submitted for approval, prior to the commencement of construction, to a Committee designated by the Platters, and no construction shall be commenced without the approval of the Committee noted in writing on such plans. The approval of any member of the Committee shall constitute approval by the entire Committee. The initial Committee shall be composed of Mildred Klinedinst, Dale Klinedinst, John Lambert, and Arthur Moser.

11. Sewage disposal facilities shall be of a type and construction as shall be approved by the Indiana State Board of Health and shall comply with all health and sanitary regulations of St. Joseph County, Indiana.

12. The Platters and the owner or owners of any abutting or adjacent residential real estate shall have a right of action to enforce the provisions of these restrictions to prevent their violation, and the failure to enforce any or all of the restrictions herein set forth shall in no event be deemed a waiver of the right to enforce the same against subsequent violations. The same may be enforced by suit for specific performance or injunction in any court of record of general jurisdiction in St. Joseph County, Indiana.

13. The invalidation of any of the covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions, and in such event the remaining restrictions shall continue in full force and effect.

14. The Platters reserve the right, in their discretion, to change, amend, modify or repeal these restrictions for a period of one year following the recording of the plat of Prairie Lane Estates Addition.

15. No storage shed shall be erected on any lot in Prairie Lane Estates Addition with an outside square foot area of more than one hundred (100) square feet and any such storage shed erected shall be erected on the rear one-half of any said lot.

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16. Approved individual post lights with automatic timer must be installed.

The above and foregoing Restrictive Covenants shall apply to the lots in Prairie Lane Estates Addition, Part One, and shall be effective from the date of recording, all of which shall remain in full force and effect.

Dated this 13th day of March, 1975

KLM and Associates

By: Dale L. Klinedinst
Mildred M. Klinedinst
John P. Lambert
Arthur D. Moser