

Taken from original recorded plat of Arden Hills and believed to be accurate.

Do hereby make, plat, subdivide, lay off and dedicate said real estate into lots in accordance with this plat, which subdivision shall be known as ARDEN HILLS, Brown County, Indiana.

That the lots contained in this plat shall be subject to the following restrictions, which restrictions shall be considered and hereby declared to be covenants running with the land, which said restrictive covenants are as follows to wit:

1. All streets shown on the plat and heretofore not dedicated are hereby dedicated to the public.
2. No lot shall be used except for residential purposes. 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 stories in height, and a private garage, no building or any part thereof erected on any lot shall be used for commercial purposes whatsoever.
3. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet for a one-story dwelling and not less than 900 square feet for a dwelling of more than one story. Floor area shall be measured from outside to outside of exterior wall finish. No dwelling house costing less than \$12,000.00 shall be erected in this subdivision.
4. No building or other structure, other than open porches, shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the plat. No building or other structure shall be located within 8 feet of any side line.
5. No dwelling shall be erected or placed on any lot having an area of less than that shown on this plat.
6. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat. No building of any character shall be built in such a manner as to be on any part of any such easement areas.
7. All swales for drainage of lots that are located on side lot lines and on rear lot lines shall be preserved, without obstruction, in accordance with a general drainage plan on file with the Brown County Planning Commission.
8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No fence or screen planting of over 36 inches in height shall be permitted from the building setback line to the front lot line. No trees shall be located within 5 feet of the front lot line of any lot.

9. No residence may be occupied prior to completion and there shall be no temporary living quarters constructed on any lot. No trailer, basement, tent, shack, garage, barn or temporary structure of any kind shall be used on any lot at any time as either a temporary or permanent residence.

10. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent or signs used by builders to advertise the property during the construction and sales period.

11. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

12. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways 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 them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot with respect to the triangular areas formed by the street property line, driveway lines and lines connecting them at points 10 feet from the points where the driveway lines intersect the street property line. No tree shall be permitted to remain within such triangular areas unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. No individual water supply system or sewage disposal system shall be permitted on any lot, or part thereof, unless such system is located, constructed and equipped in accordance with the standards and requirements of the Indiana State Board of Health. No outside toilets shall be erected or maintained on any lot in this subdivision.

16. There shall be no Sub-division of any lot or lots, nor any sale thereof in parcels, except a portion of a lot may be sold to an adjoining owner, if no new lot is to be created. No lot shall be divided to make two (2) or more lots.

17. No unlicensed vehicle shall be parked on any lot in this subdivision.

18. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date of these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

19. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

October 16, 1963.