

Restrictions, Limitations & Protective Covenants  
Brennan's Addition Section II  
Columbia City, Indiana

All lots in said plat shall be subject to and impressed with the Restrictions, Limitations and Protective covenants hereinafter set forth; and they shall be considered a part of the conveyance of any lot in said addition without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present and future, of any and all lots in said addition; and they shall run with the land and inure to the benefit of and be enforceable by said owners by action for injunctive relief against any violation or attempted violation of the provisions hereof and also damages for any injuries resulting from any violation thereof; but there shall be no right of revision or forfeiture of title resulting from such violation.

1. No motor vehicle shall be permitted on any lot unless the same is currently licensed and plated.
2. All construction materials must be new and all homes shall be on-site constructed. Fences, walls and hedges, if any, shall be of open construction of not more than five feet in height and shall not extend in front of a dwelling. All structures must be completed and site graded, sodded or seeded and reasonably landscaped within one year from date of commencement thereof. During the period of construction the premises shall be kept and maintained in a slightly and orderly manner. Cutting down of trees will not be permitted without the approval of the developer.
3. No pre-fab, manufactured, modular or sectional dwelling will be erected or placed on any lot. The developer or his designee must approve all building plans.
4. No dwelling unit shall have less than 1400 square feet of living area exclusive of porches, garages, basements or breezeways.
5. Each dwelling shall install a yard light in front yard fifteen (15) feet (plus or minus one foot) from the road right-of-way. Said yard light will be of such design and construction as to be similar to other exterior lighting in the subdivision, and shall be approved by the developer who maintains the authority to approve a change in the location of said yard lights.
6. Owners of unoccupied lots shall at all times keep and maintain their property in the subdivision in an orderly manner, causing weeds and other growth to be seasonably cut and prevent accumulation of rubbish and debris on the premises. Any dwelling or garage on any lot in this subdivision which may in whole or in part be destroyed by fire, windstorm or for any other reason, must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness.
7. No structure of a temporary character, and no trailer, basement, tent, shack, garage, or other outbuilding shall be used on lot at any time as a residence, either temporarily or permanently.
8. No noxious or offensive activities 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.

9. No sign of any kind shall be displayed to the public view on any lot by any homeowner excepting on one professional sign of not more than one square foot or one sign of not more than five square feet advertising the property for sale.
10. 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 they are not kept, bred or maintained for any commercial use or purpose.
11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept or allowed except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
12. All weeds and grass must be mowed or sprayed not less than twice each calendar year, and must be kept under the city code height of 12 inches.
13. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and four 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 property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.
14. The constructions of the street drainage ditches shall not be altered in any way unless written permission is first obtained from the Board of Works of the Columbia City.
15. No lot in this subdivision shall be re-subdivided for building purposes.
16. All buildings must be kept in good repair, neat appearance, and painted at all times.
17. All sidewalk requirements as decided by the Columbia City Plan Commission or the Columbia City Board of Works are to be the responsibility of the buyer of each lot.
18. No fencing of wire or chain link will be allowed in the subdivision.
19. No above ground swimming pools are allowed in the subdivision.
20. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty five years from the date 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.
21. The owner, present and future, of any of said lots, his legal representative, successors, grantees and assigns, may enforce any and all of the foregoing covenants, restrictions and limitations by injunction or otherwise and for any violation or an attempt to violate any of the covenants herein, they and each of them shall have a cause of action for damages and injunctive relief of law or in equity against the person or persons attempting to violate such covenants, either to prevent him or them or it from so violating any such covenant or to recover damages for violation; providing, however, that the failure to exercise such right

or cause of action to enforce any of the covenants herein at the time of such violation or attempted violation of such covenants shall in no way be deemed to be a waiver of the right to do so thereafter; and provided further that any violation of these covenants shall not give a right to re-entry nor shall it affect the interest of any person holding a lien upon said premises excepting for the violation thereof after such lien has ripened into a possessory title.

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

These Restrictions, Limitations and Protective Covenants are made a part of Brennan's Addition, Section II as if fully set forth in said Addition.

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Barry Brennan

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Mark Brennan

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Joseph Brennan

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Kathleen Brennan

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James Brennan

All homes must have minimum 250 SF of brick, by developer policy.

Additionally, by policy of the Columbia City Board of Works, all lots must have sidewalks: