

PLAT COVENANTS AND RESTRICTIONS
(Unless Otherwise Noted)

The undersigned Owners of record of the foregoing real estate located in Marion County, State of Indiana, hereby plat and subdivide the same in accordance with the plat and certificate.

This Subdivision shall be known and designated as FRANKLIN MEADOWS SUBDIVISION SECTION I a residential subdivision in Marion County, State of Indiana.

In order to provide adequate protection to all present and future owners of lots in this Subdivision, the following covenants and restrictions are hereby imposed upon the Real Estate and shall run with the Real Estate.

1. DRAINAGE & UTILITY EASEMENTS. There are areas of ground on this plat marked "Drainage Easements" and "Utility Easements" (D & UE), either separately or in combination. The Utility Easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), and governmental agencies for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services.

The Drainage Easements are hereby created and reserved: (i) for the use of Developer during the development of the subdivision for access to and for the installation, repair and removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) for the Department of Public Works of the City of Indianapolis for access to maintenance, repair and replacement of such drainage system; provided, however, that the owner of any lot in this Subdivision subject to a Drainage Easement shall be required to keep the portion of said Drainage Easement on his lot free from obstructions so that the surface water drainage will be unimpeded.

The delineation of the Drainage Easement areas on this plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this paragraph. No permanent structures shall be erected or maintained upon said easements. The owners of lots in this Subdivision shall take and hold title to the lots subject to the Utility Easements and Drainage Easements herein created and reserved.

No filling or construction within the designated Detention Area Easement is permitted.

All utilities serving the Development shall be underground, which include sanitary sewers and City water.

2. DRAINAGE PLAN. It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times within the provisions of the drainage plan as approved for this plat by the Department of Public Works of the City of Indianapolis and the requirements of all drainage permits for this plat issued by said Department.

It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair.

3. DEDICATION OF STREETS. The Rights-of-way of the streets as shown on this plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way, subject however, to a reservation of ingress-egress for the maintenance to medians, if any, in any entranceways to the subdivision.

4. BUILDING LOCATION. Building Set-back lines and set-back lines are as depicted in and on the plat. No building or structure shall be erected or maintained between said set-back lines and the front or rear lot line (as the case may be) of said lot. In addition, no building or structure shall be erected or maintained closer to any side lot line of any lot than 6 feet, with each lot having an aggregate side yard requirement of 16 feet. Where two or more contiguous lots are used as a site for a single dwelling, this side yard restriction shall apply to the combined lots as if they were a single lot. Whenever a dimension is referenced in this item it is strictly for convenience and information and in no instance is it to be or be construed as a plat covenant and/or restriction.

5. MINIMUM LIVING AREA. No residence constructed on a lot herein shall have less than 1200 square feet of finished and livable floor area in the aggregate for a one story residence or less than 1200 feet in the aggregate for a multi-floor residence, exclusive of open porches and garages. A minimum square foot of 800 square feet for the ground level shall be required for a multi-floor residence so as to conform to the Dwelling District Ordinance of Marion County. A minimum living area of 1500 square feet shall be required for lots 31 to 35.

6. TWO CAR GARAGES. All residences are required to have a garage which will accommodate two (2) automobiles.

7. HARD SURFACE DRIVEWAY. Each driveway in this Subdivision shall be of concrete or asphalt material to be completed no later than one year after start of construction of a house. No additional parking permitted on a lot other than existing driveway.

8. TEMPORARY RESIDENCES PROHIBIT/LIMITATION ON VEHICLES. No trailer, shack, tent, boat, basement, garage or any other outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence, except that used by a builder during construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the building.

No inoperative or unlicensed vehicle shall be parked on or repaired on any lot or on the driveway thereof. No camper, trailer, mobile home, boat, truck or school bus may be parked in the Development unless such vehicle is kept in the garage, except for personal automobiles, vans and pick-up trucks.

9. RESIDENTIAL USE ONLY. All lots in this Subdivision shall be used solely for residential purpose except for residences used as model homes during the sale and development of this Subdivision. No business buildings shall be erected on said lots, and no business may be constructed on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Marion County, Indiana. All residences shall be single family homes, no doubles shall be allowed. No residence shall be erected, altered, placed or permitted to remain on any lot herein, other than one detached single-family residence not to exceed two and one-half stories in height and permanently attached residential accessory building. Any attached garage, tool shed, storage building or any other attached building erected or used as an accessory to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of each residence. Detached garages, tool sheds or storage buildings may not be erected on any lot.

10. LIMITATIONS RE: TRASH. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste must be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

11. FENCE LIMITATION. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement: No tree shall be permitted to remain within such instances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

12. SIGN LIMITATIONS. No signs of any kind shall be displayed to the public view on any lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale or rent, except Developer and Builders may use larger signs but only during the sale and development of this Subdivision.

PERMITTED ANIMALS/NUISANCES. 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 purposes. Any animal so kept shall not be permitted to roam at large within the Subdivision and shall be confined to the owners premises.

No noxious or offensive trade shall be permitted upon any lot in this subdivision nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood. No refuse will be maintained on any lot. Garbage and trash shall be kept in approved containers which are not visible from the street, except on collection day. *THURSDAY*

14. EXTERIORS OF RESIDENCES. The exteriors of the residences of lots to be located on Combs Road and Stop 11 Road along with the residences on lots 23 to 35 shall have masonry on the front and rear that at least covers the first level of the residence. All other residences shall require masonry of at least 25% of the exterior on the front of the residence. No T1-11 material or masonite siding shall be used. The residences will not be constructed so as to use exterior concrete block, as that building material is now known, except for building foundation.

15. DURATION OF COVENANTS. These covenants and restrictions shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons or entities claiming under them, until twenty (20) years after date of recording hereof, in the last fifteen (15) years thereof seventy percent (70%) of the lot owners may amend these covenants as a whole or in part. After said twenty (20) years said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by vote of a majority of the then owners of the lots in the Subdivision it is agreed that said covenants and restrictions shall affect any easement hereby created and reserved unless all person entitled to the beneficial use of such easement shall consent thereto. Any such amendment or termination shall be evidenced by a written instrument, signed and acknowledged by the lot owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana.

16. ENFORCEMENT. Violation or threatened violation of these covenants and restrictions shall be grounds for action by Developer, any person or entity having any right, title or interest in the Real Estate (or any part thereof), or any person or entity having any right, title or interest in a lot in the Subdivision and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that the Developer shall not be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

17. SEVERABILITY. Every one of the restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

18. METROPOLITAN DEVELOPMENT COMMISSION. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance, 58-AO-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.