

HARTMAN FARMS
SECTION THREE
COVENANTS

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 designed as Hartman Farms, Section Three, a residential subdivision in Marion County, State of Indiana.

The streets and rights-of-way contained herein, if not heretofore dedicated, are hereby dedicated to public use.

There are strips of ground marked Utility Easements, (U.E.) shown on this plat which are hereby reserved for public utilities, not including transportation companies, for the installation and maintenance of poles, mains, cables, ducts, lines and wires and other equipment used in the provision of utility service to the owners of lots within the subdivision. Purchasers of lots in this subdivision shall take title subject to the utility easements hereby created and subject at all times to the rights of proper authorities to service the utility facilities and the easements hereby created and no permanent structure of any kind and no part thereof, shall be built, erected or maintained on said utility easements.

There are strips of ground marked Drainage Utility and Storm Easement, (D.U. & S.E.), shown on this plat which are hereby reserved for the Indianapolis Department of Public Works for the installation and maintenance of swales, ditches, pipes, drains, manholes, detention and retention areas or other drainage facilities. Purchasers of lots in this subdivision shall take title subject to the easements hereby created and subject at all times to the rights of proper authorities to service and maintain the drainage facilities and easements hereby created and no permanent structure of any kind and no part thereof shall be built, erected or maintained on said drainage easements. It shall be the responsibility of the owners of the areas enclosed within the easements to maintain such areas in such conditions that the flow of storm drainage water on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the owners of other land included within the plat, upstream or downstream, affected by such use and for any proper agency or department of the Indianapolis Department of Public Works. The Indianapolis Department of Public Works are hereby given the right to obtain access to such areas to perform maintenance as may be necessary to protect that easement and servitude rights.

It shall be the responsibility of the owner of any lot or parcel of land within the plat to comply at all times with 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 the plat issued by those agencies. Failure to so comply including failure to comply with the Department of Public Works lot grading regulations and recommendations or construction of any building area including basements or lower levels of multi-level homes, below the minimum pad elevations shown on the Drainage Plan, shall operate as a waiver and release of the developer, his engineer and agents from all liability as to damage caused by storm waters or storm drainage.

There are strips of ground marked Drainage, Utility and Sanitary Sewer Easement (D.U.&S.S.E.) shown on this plat which are hereby reserved for not only the purposes stated for Drainage Easements and Utility Easements, but also, reserved for the Indianapolis Department of Public Works for the installation and maintenance of a sanitary sewer system to serve the addition. Purchasers of lots in this subdivision shall take title subject to the easements hereby created and subject at all times to the rights of proper authorities to service and maintain the drainage facilities and easements hereby created and no permanent structure of any kind and no permanent structure of any kind and no part thereof shall be built, erected or maintained on said easements.

The lots of this subdivision and the use of the lots in this subdivision by present and future owners or occupants shall be subject to the following conditions and restrictions which shall run with the land:

1. Front building lines are hereby established as shown on the foregoing plat between which lines and the right-of-way lines there shall be erected, placed, or altered no structure or part thereof except that fences in keeping with the architectural style as specifically approved by the Architectural Review Committee will be permitted, except that in no case will such fences be permitted on the public right-of-way. The building lines which are from public right-of-way lines are parallel to and measured perpendicularly from these public right-of-way lines unless otherwise dimensioned.
2. Lots may be used only for residential purposes and only for one single-family dwelling, a private garage, and other such outbuildings as are usual and incidental to the use of a residential lot may be constructed thereon. Outbuildings shall be of such architectural style as to compliment and/or mirror the primary residence.
3. Each single-family residence constructed upon any lot within this subdivision shall include at a minimum an attached 2 car garage. The means of ingress and egress to such attached garage shall be over a hard surface driveway constructed of concrete or asphalt.
4. No structure of a temporary character, tent, shack, basement, garage, barn or other outbuilding shall be erected, placed, or altered upon any lot for use as a residence either temporarily or permanently or at any time be used for such purpose.

5. The repair or storage of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any lot unless entirely within a garage permitted to be constructed by these covenants, conditions and restrictions.
6. Owners of undeveloped or unoccupied lots shall at all times keep and maintain such lots in an orderly manner causing weeds and other growths to be reasonably cut and prevent the accumulation of rubbish and debris thereon.
7. No noxious or offensive activities shall be carried on or be permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance. Any structure or building permitted to be constructed on any lot by these covenants, which may be all or in part destroyed by fire, wind, storm or any other reason, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debris accumulated in connection therewith shall be removed within a reasonable time after any such occurrence.
8. Tanks for the storage of a fuel, whether above or below ground, shall be strictly prohibited within the confines of the proposed subdivision.
9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other animals generally and customarily recognized as household pets, provided they are not kept, bred or maintained for any commercial purpose.
10. No use shall be made of any lot in this subdivision except as permitted by the regulations of the dwelling districts zoning ordinance of Marion County, as amended for the zoning classification under which this project is developed.
11. Every building or part thereof shall be so located as to provide a side yard on each side of every said building in accordance with the Marion County Dwelling Districts Zoning Ordinance of 1989, as amended for the D-3 and D-4 zoning classification, except that in the case where the same person or persons own two adjoining lots not separated by a utility easement or a drainage easement which serves lots beyond the lots owned by a utility owner as described above, then this restriction shall apply to the lot lines of the extreme boundaries of the multiple lots under common ownership. Where adjoining lots are owned by the same owner or owners, and the drainage easements or utility easements which may separate those lots are not used to provide drainage or utility services to any area beyond the lots commonly owned, then those easements on the boundary line between the two lots shall be extinguished for so long as the lots are owned by the same owner or owners. Notwithstanding the regulations of the D-3 zoning ordinance the minimum rear yards for lots 56-66, 86 and 102-117 within this subdivision shall be twenty feet, and the minimum side yard of each lot or the combined lots under the circumstances described above shall be not less than six (6) feet, and the aggregate of both side yards shall not be less than sixteen (16) feet. In addition, the open space which is comprised of the total horizontal area of all uncovered open space plus one half of the total horizontal area of all covered open space shall comprise at least seventy percent of the total lot area. Notwithstanding the regulations of the D-4 zoning ordinance the minimum rear yards for lots 67-85 and 87-101 within this subdivision

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at least seventy percent of the total lot area. Notwithstanding the regulations of the D-4 zoning ordinance the minimum rear yards for lots 67-85 and 87-101 within this subdivision shall be twenty feet, and the minimum side yard of each lot or the combined lots under the circumstances described above shall not be less than five (5) feet, and the aggregate of both side yards shall not be less than thirteen (13) feet. In addition, the open space which is comprised of the total horizontal area of all uncovered open space plus one half of the total horizontal area of all covered open space shall comprise at least seventy percent of the total lot area.

12. No boat, trailer or camper of any kind shall be kept or parked upon said lot except within the garage or other approved structure.

13. Aboveground swimming pools shall be considered structures and shall be prohibited unless approved by the Architectural Review Committee which consists entirely of lot owners within the proposed subdivision development.

14. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 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 and a line connecting points 2.5 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 all lots within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fences shall be permitted to be constructed between the front set back line and the street curb.

15. No house footing drain or roof water drain shall be discharged into the sanitary sewers.

16. No solar panels, radio towers, CB antennas, satellite dishes or other radio, T.V. or radar equipment shall be allowed in this proposed subdivision without prior Architectural Review Committee approval. In no case shall any communication structure exceed a height of five lineal feet (5LF) above the roof line of the dwelling.

17. An Architectural Review Committee is hereby created, which committee will consist of not less than one member. Said initial members of the Architectural Review Committee will be appointed jointly by the persons who have executed this plat. Those people who have executed this plat will also have the right to replace the member or members of the Architectural Review Committee and to expand the membership of the Architectural Review Committee with rights of appointing additional members. In the event of the death, disability or resignation of the originally appointed member of members, the person or persons who have executed this plat will be authorized to select the successor or successors to fill the vacancies thereby created. A majority of the members of the committee will be authorized to determine whether the proposed structure plans and specifications show conformity and harmony of exterior design with existing structures of the development and whether the building and property set back lines are in conformity with the applicable plat requirements and these covenants, conditions and restrictions. The committee shall also undertake such other duties and responsibilities as may be assigned to it. No charges will be made to any

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purchaser of a lot for examination of plans or for giving approval for construction thereon. In the event the committee does not indicate in writing its approval or disapproval of plans submitted for its review within a period of fifteen calendar days after submission, the committee will be deemed to have approved such plans. Action of the committee need not be at a formal meeting but may be evidenced informally in writing, signed by a majority thereof. Prior to construction of any structure upon a lot within this subdivision, the building plans, including plot plan, specification and plans for landscaping and any other data or information which may be requested by the committee must be submitted to the Architectural Review Committee for its approval.

18. The right to enforce each and all of the covenants, conditions and restrictions set forth herein, together with the right of cause the removal of any building erected or altered in violation thereof by injunction or by any other legal process, is hereby reserved to the Architectural Review Committee and each and every owner of the several lots in this subdivision, their grantees and assigns, who shall be entitled to such injunctive relief without being required to show any damages together with reasonable attorney fees. The Metropolitan Development Commission, its successors and assigns, shall have no rights, power or authority, to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations 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.


19. These covenants, conditions and restrictions constitute covenants running with the land and shall be effective for a period of twenty years from the date of recordation of the plat, provided that at the expiration of such term such covenants, conditions and restrictions shall be automatically renewed thereafter for periods of ten years each, unless at least one year prior to the expiration of each ten year period, the owners of the majority of the lots in this subdivision shall execute and acknowledge the declaration in writing waiving renewal, and said written declaration shall be recorded in the land records of Marion County, State of Indiana, in which event the provisions as set forth for renewal shall be null and void.


20. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which will continue to remain in full force and effect.

COV12360A

WITNESS MY SIGNATURE THIS 6th DAY OF October, 1992.


Thomas A. Grant, General Partner
Mark/Anthony Partnership


John B. Scheumann, General Partner
Mark/Anthony Partnership


Richard H. Crossover, General Partner
Mark/Anthony Partnership

State of Indiana)
) SS
County of Marion)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Thomas A. Grant, John B. Scheumann, & Richard H. Crossover, and acknowledged the execution of this instrument as his voluntary act and deed.

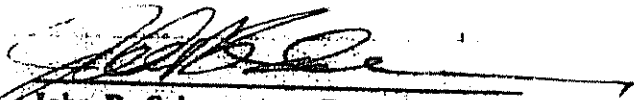
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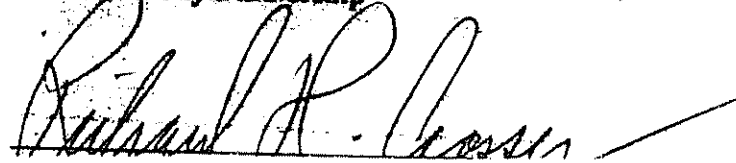
WITNESS MY SIGNATURE THIS 6th DAY OF October, 1992.



Thomas A. Grant, General Partner
Mark/Anthony Partnership



John B. Scheumann, General Partner
Mark/Anthony Partnership



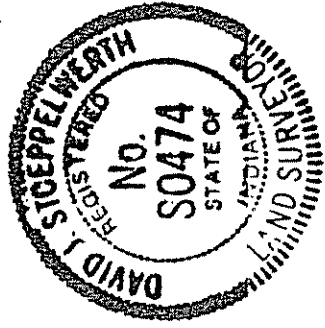
HARTMAN FARMS
SECTION 3

I the undersigned Registered Land Surveyor, hereby certify that the included plat correctly represents a subdivision of a part of the East Half of the Southeast Quarter of Section 34, Township 16 North, Range 5 East and also part of the East Half of the Northeast Quarter of Section 3, Township 15 North, Range 5 East in Marion County, Indiana more particularly described as follows:

Beginning at the Southeast corner of said Southeast Quarter of Section 34; thence South 89 degrees 55 minutes 09 seconds West 45.41 feet to the Northeast corner of said Northeast Quarter of Section 3, said line also being the North line of said Northeast corner of Section 3; thence South 00 degrees 21 minutes 23 seconds East along the East line of said Northeast Quarter of Section 3 25.00 feet; thence South 89 degrees 55 minutes 09 seconds West parallel with the aforesaid North line 545.48 feet; thence North 00 degrees 04 minutes 51 seconds West 25.00 feet to a point on the aforesaid North line of said Northeast Quarter of Section 3, said point also being on the South line of said Southeast Quarter of Section 34; thence South 89 degrees 55 minutes 09 seconds West along the aforesaid South line of said Southeast Quarter of Section 34; said line also being the North line of the Northeast Quarter of Section 3 a distance of 285.69 feet; thence North 00 degrees 06 minutes 05 seconds West 122.25 feet; thence North 89 degrees 55 minutes 09 seconds East 9.96 feet; thence North 00 degrees 12 minutes 52 seconds West 273.75 feet; thence South 89 degrees 55 minutes 09 seconds West 9.42 feet; thence North 00 degrees 06 minutes 05 seconds West 35.00 feet to the Southwest corner of Hartman Farms, Section 2 recorded as Instrument #910099970 in the Office of the Recorder of Marion County, Indiana; (the following nine (9) courses being along the eastern and southern boundary of said Section 2): (1) North 89 degrees 55 minutes 09 seconds East parallel with the aforesaid South line of said Southeast Quarter of Section 34 a distance of 135.01 feet; (2) thence South 00 degrees 04 minutes 51 seconds East 35.00 feet; (3) thence North 89 degrees 55 minutes 09 seconds East parallel with the aforesaid South line of said Southeast Quarter of Section 34 146.00 feet; (4) thence North 00 degrees 06 minutes 05 seconds West 155.00 feet; (5) thence North 73 degrees 21 minutes 07 seconds East 87.68 feet; (6) thence North 00 degrees 06 minutes 05 seconds West 205.54 feet; (7) thence North 41 degrees 45 minutes 53 seconds East 274.46 feet; (8) thence North 00 degrees 04 minutes 51 seconds West 222.00 feet; (9) thence North 89 degrees 55 minutes 09 seconds East parallel with the aforesaid South line of said Section 34 325.77 feet to a point on the East line of said Southeast Quarter of Section 34, said point also being the southeast corner of Hartman Farms, Section 2; thence South 00 degrees 12 minutes 52 seconds East (Assumed Bearing) along the East line of said Section 34 1208.00 feet to the place of beginning containing 16.787 acres, more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

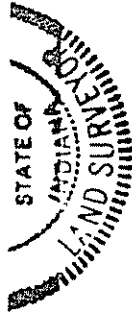
This subdivision consists of 62 lots numbered 56-117 together with streets and easements shown hereon, the size of lots and widths of streets are shown in feet and decimal parts thereof.

Witness my signature this 5th day of OCTOBER, 1992.



David J. Stoepelwerth
David J. Stoepelwerth
Registered Land Surveyor
No. S0474

"Street Sight Line Restriction" No. 56-117



"**Street Sight Line Restrictions**". No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 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 and a line connecting points 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 all lots within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. Not tree shall be permitted to remain within such distance of such intersections unless the foliage lines is maintained at sufficient height to prevent obstruction of such sight lines. No fences shall be permitted to be constructed between the front set back line and the street curb.

"**Right of Enforcement**". In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the Association, or any Owner and all parties claiming under them shall have the right to enforce the covenants, conditions and, restrictions contained herein, and pursue any and all remedies, at law, or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by and restrictions contained herein, and shall be entitled to recover reasonable attorney's fees and the costs and expenses incurred as a result thereof. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those 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-A0-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.

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LEGEND

100	LOT NUMBER
14000 S.F	LOT SQUARE FOOTAGE
1500	LOT ADDRESS
D.U.8S.S.E.	DRAINAGE, UTILITY, 8 SANITARY SEWER EASEMENT
D.U.8S.E.	DRAINAGE, UTILITY & SEWER EASEMENT
D.8U.E.	DRAINAGE & UTILITY EASEMENT
B.L.	BUILDING SETBACK LINE

MONUMENTS

DENOTES A "COPPERWELD" 5/8" DIA. STEEL ROD
 36' LONG WITH 1-1/2" DIA. TAPERED BRASS CAP
 HAVING A CUT "X" IN TOP SET FLUSH WITH
 THE FINISH STREET SURFACE.