

Book 393 Page

FINAL PLAT LINCOLN HEIGHTS SUBDIVISION

A part of the Southeast Quarter of the Northeast Quarter
and a part of the Northeast Quarter of the Southeast Quarter
of Section 33, Township 12 North, Range 1 East, City
of Martinsville, Morgan County, Indiana.

LINCOLN HEIGHTS SUBDIVISION COVENANTS AND RESTRICTIONS

Purchasers, their heirs and assigns, of lots in LINCOLN HEIGHTS SUBDIVISION, shall take title subject to the following covenants and restrictions and shall be bound thereby.

Land Use. All lots herein are for residential use only, limited to a single family dwelling per lot.

Street Dedication. All areas shown and designated as streets, if not heretofore dedicated, are hereby dedicated to the public.

Building Location. No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than the setback lines per Martinsville building codes and this plat. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the building; provided, however, that this shall not be construed to permit any portion of any building on any lot to encroach upon any other lot unless the other lot, or part thereof, is owned by the same owner. The division of a lot for the purpose of creating an additional building site is prohibited.

Utility strips. Areas, including access, designated as utility strips on the plat are dedicated as easements for the installation and maintenance of utilities reasonably and conveniently required. No structures shall be erected on or maintained within such areas. Maintenance is the responsibility of the owner.

Drainage Strips. Areas designated as drainage easements on the plat are dedicated as easements for drainage of water. No structure shall be erected or maintained within such areas and drainage shall not be restricted. Maintenance is the responsibility of the lot owner.

Fences. No fence shall be erected on or along any lot or

17. Construction requirements.

- a. Overhang (eaves) shall be a minimum of twelve (12) inches, excluding any exterior finish.
- b. The roof shall have a minimum of 6/12 pitch and shingles shall be asphalt, cedar or fiberglass.
- c. Exterior building materials shall be limited to brick, stone, natural stained or painted wood or vinyl siding. No log cabins, modular or mobile homes shall be permitted.
- d. After construction, all lots shall be graded and landscaped. The grading shall be so as to provide positive drainage from the house as constructed. To insure positive drainage the ground shall slope away from the dwelling a minimum of one (1) inch per foot, for the first six (6) feet outside the perimeter of the foundation, or as determined by the Architectural Control Committee, considering specific lot characteristics.
- e. All driveways and sidewalks are to be of concrete. Sidewalks along streets shall be five feet in width as required by the City of Martinsville. Construction of sidewalks is the responsibility of the lot owner. Sidewalks shall be installed within six months of building completion.
- f. All construction, finish grading, sidewalks and landscaping shall be completed within six (6) months of the start of construction, acts of God and unusual weather or destruction of work in progress excepting
- g. All owners and their builders/contractors shall be responsible for and maintain the job site in a

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6. **Fences.** No fence shall be erected on or along any lot or lot line with intent to obstruct vision, light, or air. All fences are to be erected reasonable so as to enclose the property and decorate the same without hindrance or obstruction of any other property. Stockade or privacy fences shall be constructed of wood, brick, or stone and if over a height of forty-eight (48) inches, shall not be permitted any closer to the front of the lot than the front of the dwelling structure. All fences shall be maintained in good repair.
7. **Signs.** No signs of any kind shall be displayed to the public view on any lot except for one sign of not more than five (5) square feet advertising the property for sale or rent. No more than four (4) signs no larger than five (5) square feet shall be allowed by builder or others to advertise the property during construction; however, any sign required by law may be displayed during the construction period in addition to the permitted signs. This covenant has no application to marketing or promotional signs of the developer while lots are being sold.
8. **Vacant Lot Maintenance.** Vacant lots shall be maintained per the following terms: No trash shall be allowed to accumulate and grass or growth shall not be over eight (8) inches in height. Unsold lots shall be mowed and maintained by the developer. If sold lots are not mowed and maintained, the developer shall have the option to mow, or maintain the property, by removing trash or debris and charge the owner a reasonable fee.
9. **Storage and Refuse Disposal.** No outside storage of equipment, materials, supplies, debris and unfinished or

containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. No incinerators or trash burning shall be allowed.

10. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that each lot shall be allowed three (3) total of either dogs, cats, or other household pets to be kept on any lot, provided they are not kept, bred or maintained for any commercial purposes. All animals shall be restricted to owners' property unless the animal is on a leash accompanied by the lot owner.

11. Nuisance. No noxious or offensive activity shall be suffered or permitted to continue which may annoy or become a nuisance to a neighbor or the neighborhood, nor shall any unlawful act or activity be allowed whatsoever.

12. Auto Mechanics. Except for minor or routine repair and maintenance of the owners' personal vehicles, no welding, restoration, reconstruction, overhauling, painting or other type of auto mechanics, whether for hire or otherwise, shall be permitted.

13. Architectural Control Committee. An architectural control committee shall review and approve all plans for the construction of residential dwelling houses and accessory buildings to promote harmony of design and compatibility with existing structures. The committee also shall approve any technical variation or exception from any construction requirements. No reasonable design may be denied. The committee shall initially consist of two (2) developer's representatives. The developer shall make all appointments until all lots are sold in Lincoln Heights Subdivision. Thereafter, the committee shall consist of five (5) resident owners to be appointed by the Developer.

14. Dwelling Restrictions. No mobile home, trailer or other portable device or outbuilding, garage or basement shall be used as a residence. This provision shall not be construed to prevent a builder from using such for material or tool storage or office during the period of construction or a temporary office for developer's marketing or promotional purposes.

15. Building Type. No dwelling shall exceed two and one-half (2 1/2) stories in height. Each dwelling shall have a one car attached garage. One (1) residential accessory building, such as a mini-barn, not to exceed an interior ground floor area of 144 square feet, will be permitted per lot.

All accessory buildings must observe building setback line. The accessory building shall be of wood construction, including exterior siding and shall have asphalt, cedar or fiberglass shingles.

16. Dwelling Quality and Size. The ground floor of the dwelling structure, exclusive of porches, basements and garages, shall be not less than one-thousand (1000) square feet for a one-story dwelling nor less than one-thousand five-hundred (1500) square feet for a dwelling of more than one-story, with a minimum of one-thousand (1000) square feet on the ground level.

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- f. All construction, finish grading, sidewalks and landscaping shall be completed within six (6) months of the start of construction, acts of God and unusual weather or destruction of work in progress excepting.
- g. All owners and their builders/contractors shall be responsible for and maintain the job site in a reasonable, sightly order, containing all trash and debris within the lot and properly disposed of or removed.
- h. All owners and their builders/contractors shall be responsible for and repair or restore any damage during construction, whether or not inadvertent or unavoidable, including but not limited to curbs, sidewalks, gutters, streets, drainage area, utilities or other improvements.

18. Erosion and Sediment Control.

Each owner and their builders/contractors shall be responsible for erosion and sediment control on their lot in accordance with Title 327, Article 15, Indiana Administrative Code, commonly referred to as "Rule 5". Erosion and sediment control measures shall include but are not limited to: silt fencing, storm inlet protection, bank protection with erosion control blankets, sodding, mulch seeding and/or a combination thereof. Owners and their builders/contractors shall not allow mud, silt or building debris to collect on sidewalks, streets or drainage swales. If the Developer, City of Martinsville, or any duly authorized agency of State or Federal Government finds that an owner or their builder/contractor has not taken adequate erosion and sediment control measures than appropriate action will be taken against the lot owner and/or builder/contractor to force compliance with this provision.

19. Enforcement. The right to enforce these covenants by injunction or to seek damages for violation or other remedy is dedicated to the owners of the lots herein, the developer, and the City of Martinsville. The covenants and restrictions shall remain in full force and unchanged in perpetuity unless otherwise agreed by a two-thirds vote of lot owners, one vote for each lot owned, and with the approval of the City of Martinsville. Invalidation of any covenant or restriction herein by judgement, court order or otherwise, shall not affect any other covenant or restriction. Violation of a covenant or restriction shall not cause forfeiture or reversion of title.

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DEVELOPERS CERTIFICATION AND DEDICATION

This declaratory statement of dedication, limitations,

restrictions and covenants, to run with the land, shown hereon,

is hereby so declared and executed by the undersigned, JOHN

FEWELL, owner of said property, this 4th day of

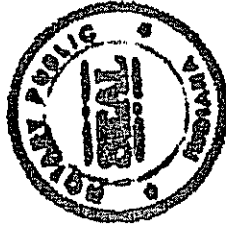
December, 1996.

John Fewell
John Fewell

State of Indiana)
County of Morgan)

Before me, the undersigned, a Notary Public, personally appeared John Fewell, and acknowledged the execution of this instrument to be his voluntary act and deed.

Witness my Hand and Seal this 4th day of December, 1996



Alan W. Seller
Signed Notary Public

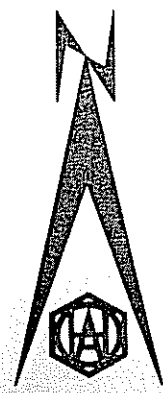
ALAN W. SELLER
Printed or Typed

Resident of Johnson County.
My Commission Expires: July 14, 1997

RECEIVED AND RECORDED
December 13 1996

FINAL PLAT LINCOLN HEIGHTS SUBDIVISION

A part of the Southeast Quarter of the Northeast Quarter and a part of the Northeast Quarter of the Southeast Quarter of Section 33, Township 12 North, Range 1 East, City of Martinsville, Morgan County, Indiana.



System Assumed



inch = 60 feet

LAND SURVEY CERTIFICATION

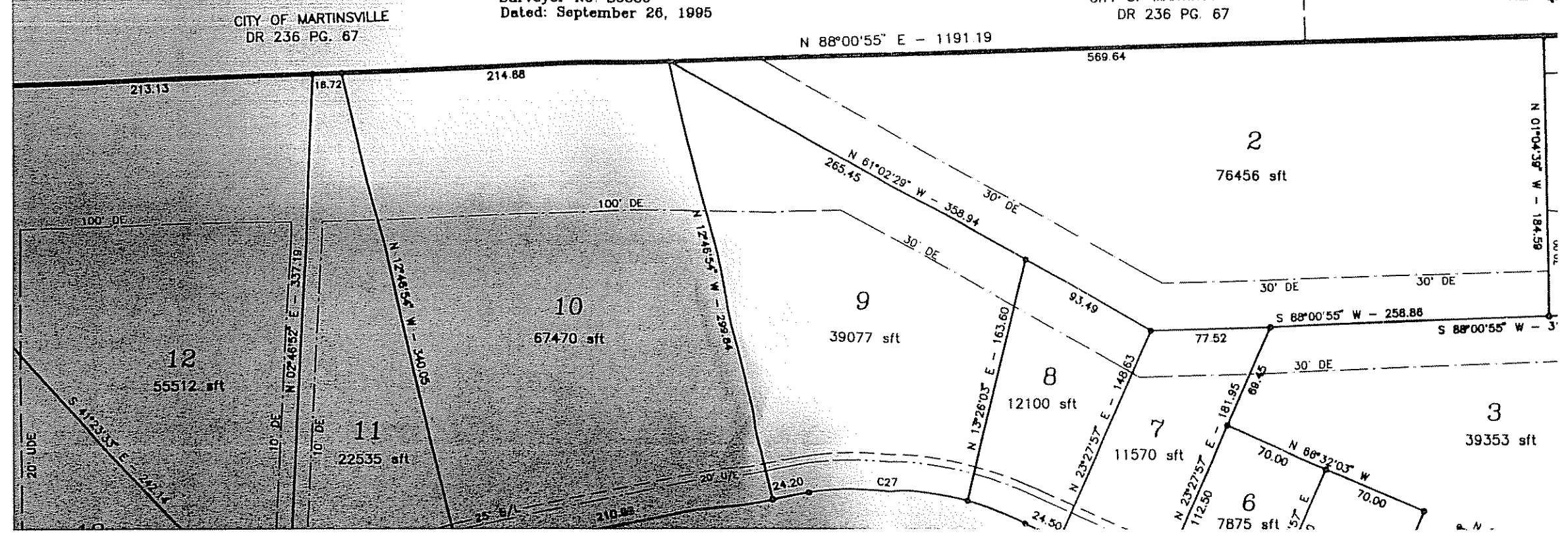
I, Ross O. Holloway, an Indiana Registered Land Surveyor, hereby certify that, to the best of my information, knowledge and belief, this plat represents a land survey performed in compliance with Title 865, Article 1.1, Chapter 12, of the Indiana Administrative Code, and was completed under my direct supervision on September 22, 1995

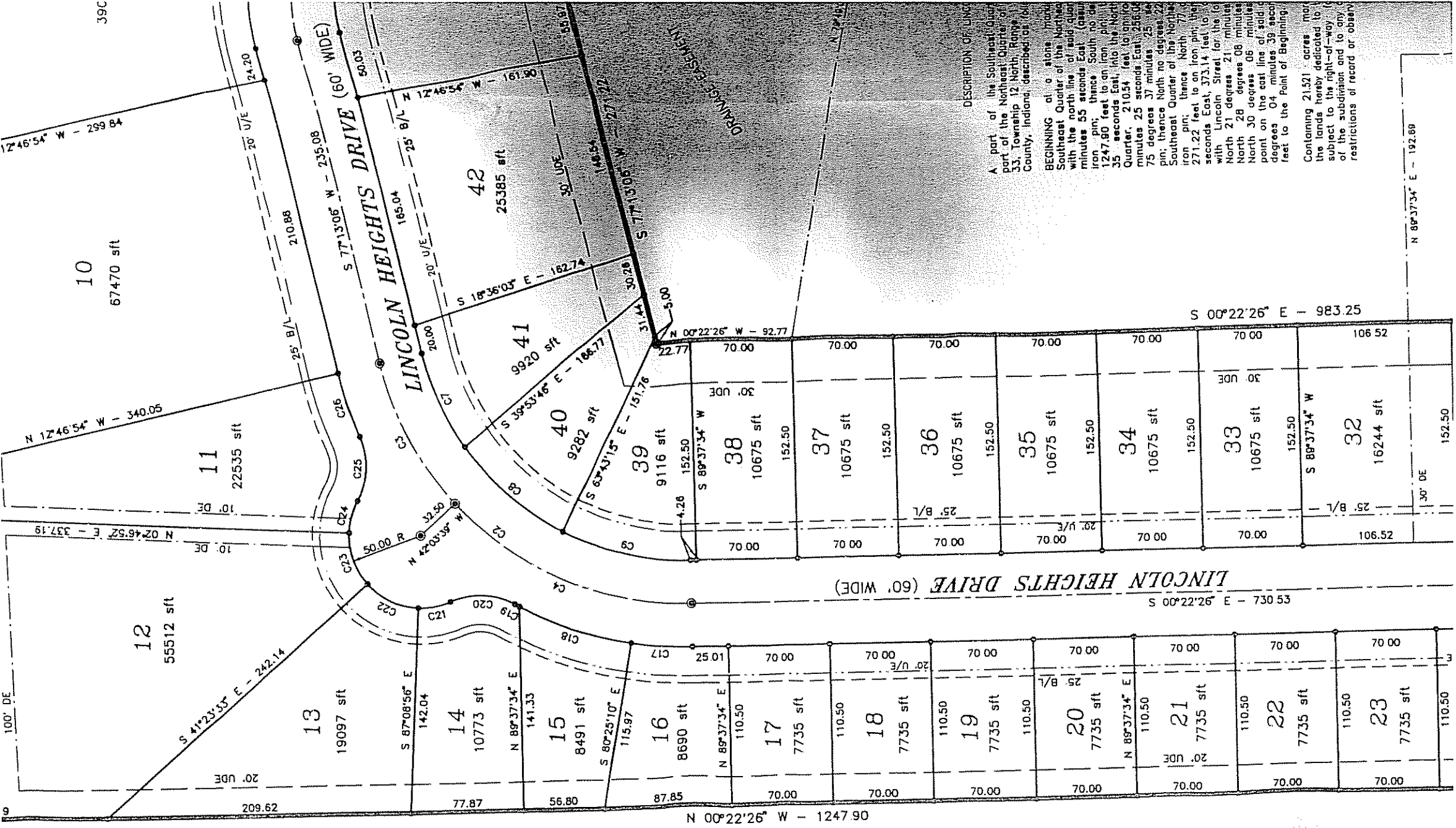
Ross O. Holloway
Indiana Registered
Surveyor No. S0530
Dated: September 28, 1995

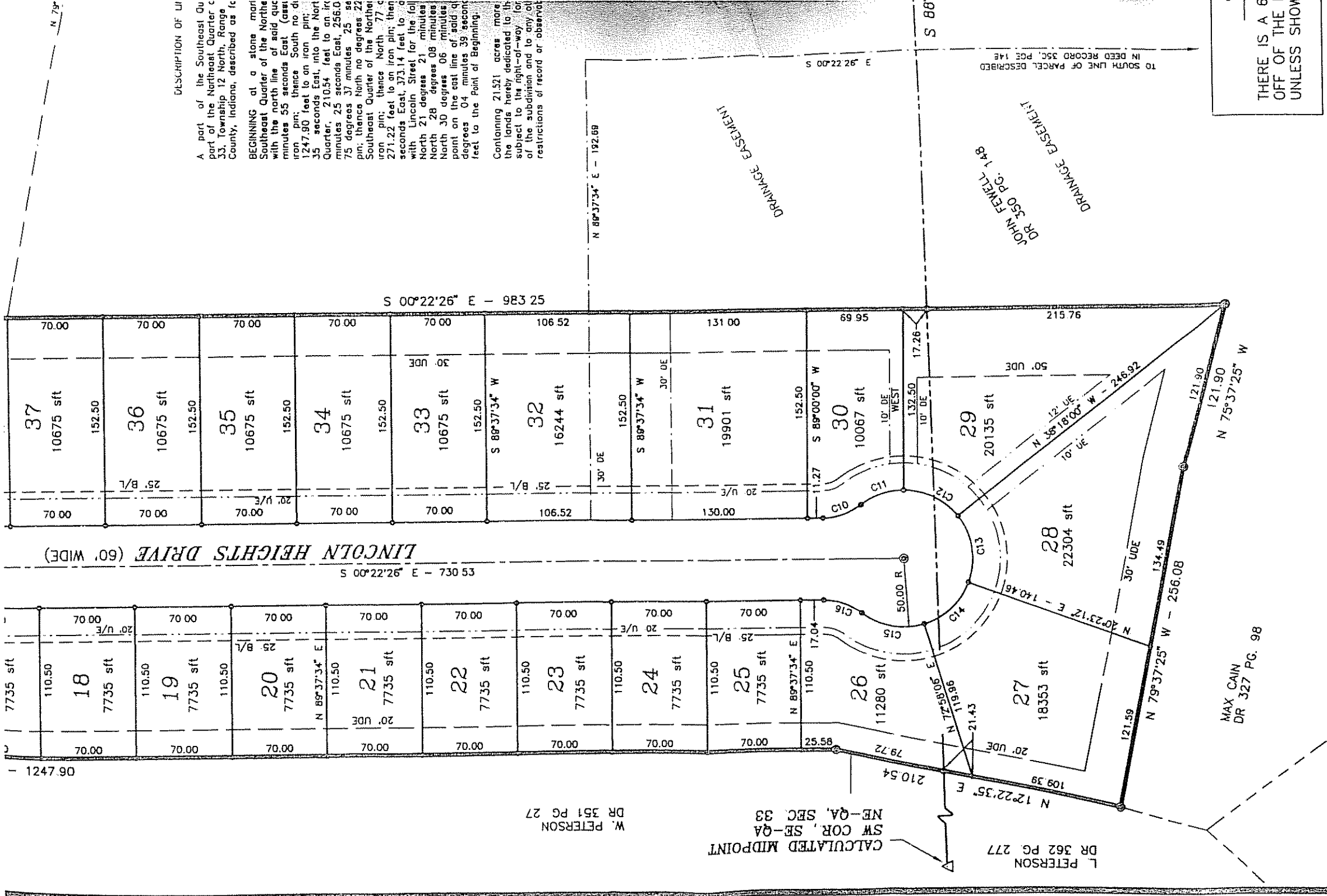
CITY OF MARTINSVILLE
DR 236 PG. 67

J. COWAN
DR 300 PG. 574

STONE
COUN.
NE C
NE-Q







DESCRIPTION OF LOT

A part of the Southeast Quarter of the Northeast Quarter of Township 12 North, Range 33, County, Indiana, described as follows: BEGINNING at a stone mark with the north line of said quarter 55 seconds East (east iron pin); thence South no distance 1247.90 feet to an iron pin; 35 seconds East, into the Northeast Quarter; 210.54 feet to an iron pin; 25 seconds East, 256.0 minutes 37 minutes 25 seconds North no degrees 22 iron pin; thence North 77 seconds 271.22 feet to an iron pin; then seconds East, 373.14 feet to a with Lincoln Street for the following North 21 degrees 21 minutes North 30 degrees 06 minutes North 30 degrees 06 minutes point on the east line of said quarter 04 minutes 39 seconds degrees 04 minutes 39 seconds feet to the Point of Beginning.

Containing 21.521 acres more or less the lands hereby dedicated to the public for the right-of-way for Lincoln Street and to any other restrictions of record or observation.

THERE IS A 6' OFF SET FROM THE 1' UNLESS SHOWN

1247.90

W. PETERSON
DR 351 PG 27

CALCULATED MIDPOINT
SW COR., SE-QA
NE-QA, SEC 33

L. PETERSON
DR 362 PG 277

MAX CAIN
DR 327 PG. 98

LINCOLN HEIGHTS DRIVE (60' WIDE)

JOHN FELL
DR 350 PG. 148

TO SOUTH LINE OF PARCEL DESCRIBED
IN DEED RECORD 35C, PG. 148

DRAINAGE EASEMENT

N 89°37'34" E - 192.69

S 00°22'26" E - 983.25

S 00°22'26" E - 730.53

S 88°

N 75°37'25" W

N 79°37'25" W - 256.08

N 40°23'12" E - 140.46

N 38°18'00" W - 246.92

S 89°00'00" W

S 89°37'34" W

S 89°37'34" W

N 89°37'34" E

20' U/E

25' B/L

20' U/E

25' B/L

20' UDE

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17.04

25.58

79.72

210.54

109.39

121.59

134.49

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