

# MAUXFERRY FARMS

## FIRST SECTION RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: THAT ERNEST CRONE KNOY, being the Owner in fee simple of the following described real estate in Johnson County, Indiana, To-Wit:

Part of Section 1 Township 11 North Range 4 East of the Second Principal Meridian described as follows:

Commencing at the Northeast corner of the Southeast quarter of the said Section 1; thence West on and along the North line thereof 2643.35 feet to the centerline of Mauxferry Road; thence North 13 degrees 38 minutes 33 seconds West on and along the said centerline 400.90 feet to the Place of Beginning of this described tract; thence South 58 degrees 55 minutes 36 seconds West 133.40 feet; thence South 39 degrees 37 minutes 52 seconds West 221.50 feet; thence South 26 degrees 28 minutes 23 seconds West 167.56 feet; thence North 89 degrees 58 minutes 34 seconds West 170.00 feet; thence South 00 degrees 04 minutes 47 seconds West 25.00 feet; thence South 89 degrees 58 minutes 04 minutes 47 seconds East 200.00 feet; thence South 00 degrees 04 minutes 47 seconds West 115.00 feet; thence North 89 degrees 58 minutes 34 seconds West 200.00 feet; thence South 00 degrees 04 minutes 47 seconds West 78.91 feet; thence North 89 degrees 55 minutes 13 seconds West 779.19 feet to the centerline of Buckhart Creek; thence on and along the said centerline the following distances and bearings, North 46 degrees 42 minutes 06 seconds East 208.18 feet; thence North 33 degrees 17 minutes 20 seconds East 148.93 feet; thence North 52 degrees 56 minutes 26 seconds East 168.38 feet; thence North 31 degrees 43 minutes 26 seconds East 286.80 feet; thence North 54 degrees 46 minutes 45 seconds East 184.23 feet; thence North 28 degrees 30 minutes 28 seconds East 176.46 feet; thence North 63 degrees 28 minutes 03 seconds East 206.40 feet; thence North 49 degrees 53 minutes 15 seconds East 203.22 feet; thence North 81 degrees 43 minutes 38 seconds East 41.50 feet to the centerline of Mauxferry Road; thence South 13 degrees 38 minutes 33 seconds East on and along the said centerline 480.13 feet to the Place of Beginning containing 13.973 Acres, more or less, subject to all legal rights-of-way and Easements.

The undersigned, Ernest Crone Knoy, owner of the attached described real estate, hereby lay off, plat and subdivide said real estate described above, in accordance with the plat and certificate.

This subdivision shall be known and designated as " Mauxferry Farms, First Section ".

The street, if not heretofore dedicated, are hereby dedicated to public use.

There are strips of ground marked "Utility and Drainage Strips" shown on the plat which are hereby reserved for public utilities, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. Purchasers of lots in this subdivision shall take their titles subject to the easements hereby created, and subject at all times to the rights of proper authorities to service the utilities and the easements hereby created, and no permanent structure of any kind, and no part thereof, except fences, shall be built, erected or maintained on said "Utility and Drainage Strips".

There are strips of ground marked Drainage Easement which are hereby reserved for the installation and maintenance of drainage improvements. Purchasers of lots in this subdivision shall take their title subject to the easement hereby created and subject at all times to the proper authorities and the easements hereby created, and no permanent structure of any kind shall be built, erected or maintained on said Drainage Easements. No fence or structure of any kind shall be constructed within the irregular drainage easement along Buckhart Creek except public utilities required in the 15 foot utility easement shown.

All 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. No lot shall be used except for residential purposes and no building shall be erected, altered, or placed on any lot, other than one detached single family dwelling not to exceed two stories in height (excluding basements) and an optional private garage for not more than three (3) cars. Carports with open sides shall not be permitted.
2. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one story open porches and garages shall be not less than 1500 square feet for a one story dwelling, nor less than 1000 square feet for a dwelling of more than one story.
3. No building shall be located on any lot nearer to the front lot line or nearer the side street line than the minimum building set-back lines as shown on the recorded plat. No building shall be located nearer than 12 feet to a side yard line, and the total side yard set-back (both sides) must be at least 30 feet. A five (5) foot side yard set-back shall be required for an accessory building not exceeding 18 feet in height and if detached from the principal building, it shall be located at least as far back as the rear of the principal building. No building shall be erected closer than 20 feet to the rear lot line.
4. No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. All finish grades and elevations must be approved by the Architectural Control Committee and no structure, out building, shed or fence shall be constructed or placed on any lot so as to impair or obstruct the drainage of any or all lots. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line, unless similarly approved. All swimming pools either above or below ground level must be approved by the Architectural Control Committee.

5. The Architectural Control Committee is composed of three members, appointed by the developer. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled any compensation for services performed pursuant to this covenant. At any time, then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withhold from the Committee or restore to it any of its powers and duties.
6. The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representatives, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
7. 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.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as residence, either temporarily or permanently. The exterior surface of all buildings shall have the written approval of the Architectural Control Committee. All out buildings and storage sheds must be approved by the Architectural Control Committee. Outside trash burners will not be permitted.
9. 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 a builder to advertise the property during the construction and sales period.
10. No oil drillings, oil development operations, oil refining, quarries or mining operations 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 on any lot. All gas and oil tanks must be concealed.
11. 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 that they are not kept, bred, or maintained for any commercial purpose.
12. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. No radio or TV antennas, masts or towers shall be permitted except convention types which are attached to the dwelling.
13. No fence, wall, hedge or shrub planting which obstructs the sight lines at elevations between two and six feet above 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, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement.

14. Each lot shall be kept in a neat and pleasing manner. Campers, recreational vehicles or boats of any kind may not be stored or parked on any lot in front of the rear line of the main dwellings. It is the intention of this restriction to assure that all lots and surroundings present a park-like appearance.
15. No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is approved by Johnson County and is located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health.
16. Any field tile or underground drain which is encountered in construction of any improvements within this subdivision shall be perpetuated, and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.
17. Any motor vehicle which is inoperative and not being used for normal transportation shall not be permitted to remain on any lot.
18. These restrictions are hereby declared to be covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded-after which time said covenants shall be automatically extended for successive periods of ten years, unless at any time following recordation, 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 the person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, this indenture has been executed by the undersigned Ernest Crone Knoy for and in behalf of such ownership this 8th day of March, 1978.  
Ernest Crone Knoy  
Ernest Crone Knoy

STATE OF INDIANA )  
COUNTY OF JOHNSON ) SS:

Before me, the undersigned, a notary public in and for said county and state appeared Ernest Crone Knoy who acknowledged the execution of the foregoing instrument as his voluntary act and deed for the use and purpose therein expressed and affixed his signature thereto.

WITNESS MY HAND AND SEAL THIS  
Notary Public Mira Beltz St day of March, 1978. Mira Beltz,  
Johnson County My Commission Expires: 6-17-1981  
Under authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly, State of Indiana, and all acts amendatory thereto, this plat was given approval by the Johnson County Plan Commission at a meeting held on the 14th day of February, 1978.

Floyd V. Estes  
Floyd V. Estes, President  
Under authority provided by Chapter 47; Acts of 1951, enacted by the General Assembly, and all acts amendatory thereto, and an ordinance by the Board of County Commissioners of Johnson County, State of Indiana, thus plat was given approval by the Board of County Commissioners at a meeting held on the 10th day of March, 1978.

Kedric Sturgeon  
Kedric Sturgeon  
APPROVED by the Johnson County Drainage Board this 10th day of March, 1978.  
Kedric Sturgeon  
Kedric Sturgeon  
ENTERED FOR taxation this 13 day of March, 1978.

June M. Wood  
June M. Wood Auditor, Johnson County, Indiana  
No. 001912 Received for Record this 13 day of March, 1978 at  
aw 2:20 PM M. and recorded in Plat Book 9, Page 17.  
Mary Etta Hougland  
Mary Etta Hougland, Recorder, Johnson County, Indiana

5-18-92 For Change of Membership see 4 of 5  
Misc 64 Pg 630

THIS INSTRUMENT WAS PREPARED BY ROBERT M. MURRAY

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92003484

NOTICE OF CHANGE OF MEMBERSHIP  
OF ARCHITECTURAL CONTROL COMMITTEE  
OF MAUXFERRY FARMS FIRST SECTION

Pursuant to the terms and conditions of the Restrictive Covenants for the subdivision known and designated as "Mauxferry Farms, First Section" duly re-recorded in the Office of the Recorder of Johnson County, Indiana as Instrument No. 001942, recorded on the 13th day of March, 1978 at 2:20 P.M. and recorded in Plat Book 9, Page 11, notice is hereby given that the members of the committee shall be changed to the following:

1. Ron Ditton  
3505 Buckhart Creek Road  
Franklin, Indiana 46131
2. Nancy Schilling  
3495 Buckhart Creek Road  
Franklin, Indiana 46131
3. Gina Dias  
3460 Buckhart Creek Road  
Franklin, Indiana 46131

the change being; the replacement of Ricky D. Adams with  
Gina Dias.

DATED and effective this 15 day of May 1992.

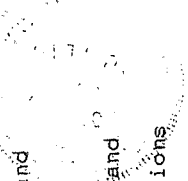


Ron Ditton, Representative for the  
Architectural Control Committee of  
Mauxferry Farms First Section

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0000630

STATE OF INDIANA )  
 ) SS:  
COUNTY OF JOHNSON )



Before me, a Notary Public in and for said County and State, personally appeared Ronald Dittor, who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations therein are true.

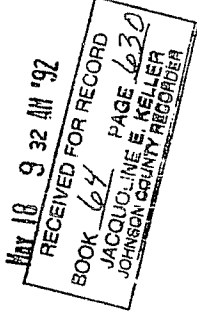
WITNESS my hand and notarial seal this 15 day of May, 1992.

George Osborne  
Notary Public

GEORGE OSBORNE  
Printed Signature  
Residing in Marion County,  
Indiana

My Commission Expires:

4-30-95 GEORGE OSBORNE  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. APR 30, 1995



THIS INSTRUMENT PREPARED BY NANCY  
A. SCHILLING.