

# RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENT THAT Nancy A. and David M. Dowden, being the Owners in fee simple of the attached described real estate in Johnson County, Indiana, hereby lays off, plats and subdivides said real estate in accordance with the plat and certificate.

This subdivision shall be known and designated as Northpointe.

The streets, 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 Powell Ditch except public utilities required in the 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 one story in height and an optional attached carport for not more than two (2) cars.

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 carports shall be not less than 900 square feet for a one story dwelling.

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 5 feet to a side yard line, nor 15 feet to the rear lot line. An accessory building not exceeding the height and width of the carport, may be attached to the rear of the carport. Minimum aggregate side yard set-back shall be 14 feet.

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 other than approved on the original plot plan. 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. Approval shall be as provided in Part 6.

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 to any compensation for services performed pursuant to this covenant. At any time, the then recorded owner 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 withdraw from the Committee or restore to it any of its powers and duties.

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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. Out buildings and storage sheds will not be allowed except as permitted in Part 3 above. 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. All driveways shall be paved with either Portland cement concrete or bituminous concrete. Concrete head walls will not be permitted on private driveway drainage structures. Standard metal end sections as approved by the Johnson County Highway Department shall be used.

11. 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.
12. 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.
13. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage; nor radio or TV antennas, masts or towers shall be permitted except conventional types which are attached to the dwelling.
14. 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 limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement.
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 Nancy A. and David W. Dowden for and in behalf of such ownership this 26<sup>th</sup> day of

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.

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IN WITNESS WHEREOF, this indenture has been executed by the undersigned Nancy A. and David W. Dowden for and in behalf of such ownership this 26<sup>th</sup> day of January 1983.

Nancy A. Dowden  
Nancy A. Dowden

David W. Dowden  
David W. Dowden

STATE OF INDIANA )  
                                  )SS:  
COUNTY OF JOHNSON)

Before me, the undersigned, a notary public in and for said County and State, appeared Nancy A. and David W. Dowden who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the use and purpose therein expressed and affixed their signatures thereto.

WITNESS MY HAND AND SEAL THIS 26<sup>th</sup> day of January, 1983.

MY COMMISSION EXPIRES April 21, 1985 Clarence T. Murray  
Johnson County, Indiana

Under authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Common Council of the City of Franklin, Indiana, this plat was given approval by the City of Franklin as follows:

APPROVED BY the City Plan Commission at a meeting held September 14, 1982.

Max Brown  
Max Brown, Secretary

Approved by the Common Council at a meeting held \_\_\_\_\_, 1983.

APPROVED by the Johnson County Drainage Board this 13<sup>th</sup> day of November 1984.

William Ray      Russ Ferrill      James Long  
William Ray      Russ Ferrill      James Long

ENTERED FOR TAXATION THIS 21<sup>st</sup> day of November, 1983.

Sally L. Higdon  
Sally L. Higdon, Auditor  
Johnson County, Indiana

NO. 9843

RECEIVED FOR RECORD THIS 21 day of November, 1984 at 8:36 A.M.

AND RECORDED IN PLAT BOOK NO. 11 PAGE NUMBER 12

FEE 13<sup>00</sup>

S. Kathryn Pitts  
S. Kathryn Pitts, Recorder  
Johnson County, Indiana