

DEDICATION OF NORTHRIDGE SUBDIVISION, SECTIONS 8 - 9

I, the undersigned Mildred R. Foltz, owner of the real estate, shown and described on the hereon plat do hereby certify that I have laid off, platted, subdivided, and so hereby lay off, plat and subdivide, said real estate in accordance with the shown plat.

This subdivision shall be known and designated as Northridge Subdivision, Section 8 and Section 9, being located in the City of Brownsburg, Indiana. All streets heretofore dedicated, are dedicated to the public.

Front yard set back lines, and side yard set back lines on corner lots are to be as shown on the plat, between which lines and the property lines of the street there shall be no buildings or structures erected or maintained.

"Utility Easements" shown shall be reserved for the use of the public utilities for the installation of water, sewer, gas, tile, and or electric lines, poles, ducts, pipes, etc., on, over, under and to said easements for local public use. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owners of the land at the time said transmission line is to be constructed.

"Drainage Easements" reserved as drainage swales, and said swales are to be maintained by any owner such that water from any adjacent lot shall have adequate drainage along such swale. All easements shown as "Utility Easements" are also to be considered drainage easements and are subject to all restrictions of drainage easements.

No permanent, or other structures are to be erected or maintained upon any easements shown upon the plat, and owners of lots shall take their titles subject to the rights of the above described easements.

The "Protective Covenants" are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1996, at which time said covenants shall be automatically extended for successive periods of 10 years unless changed by a vote of the majority of the then owners of the building sites covered by these covenants in whole or in part. Invalidity of any one of the covenants, by judgement of court order, will in no way affect the other covenants which shall remain in full force and effect.

**REAL ESTATE RESTRICTIONS AND PROTECTIVE COVENANTS
FOR NORTHRIDGE SUBDIVISION, SECTION 8 & 9**

1. LAND USE AND BUILDING TYPE - No lot shall be used except for residential purposes, nor shall any lot be further subdivided. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private garage for not more than four cars. In the event the purchaser should buy two lots with the purpose of building one single family dwelling across the center lot line the lot line restrictions shall not apply to the boundary lines dividing any two said lots.
2. ARCHITECTURAL CONTROL - No building shall be erected, placed or altered on any lot until the construction plans and specifications and the complete plot plan (conforming in all respects to the plot plan, as required by F.H.A.) have been approved by the Architectural Committee, as to the quality and type of materials and workmanship, in harmony with external design and with existing structures of finished grade elevations. The ground floor of the main structure, exclusive of open porches and garages, shall not be less than 2,200 square feet, or at least 1,300 feet on first floor of houses of more than one story. All drainage conduits or tubes for individual lot driveways shall be subject to approval as to size, material and quality of construction by the project engineer.
3. BUILDING LOCATION - No building shall be located on any lot nearer to the front lot line, nor nearer to the side street lines than the minimum set-back line shown on the recorded plat. In any event, no building shall be located on any lot nearer than 50 feet to the front lot line, nor shall any building be located nearer than ten feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 35 feet to the rear lot line. 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 a building on a lot to encroach upon another lot.
4. After the building has been staked and before construction begins, the Project Engineer must confirm the location of building with the plot plan.
5. No swimming pool or associated structure shall be erected or placed on any lot until the construction, including a plot plan, have been approved the Architectural Committee.
6. NUISANCES - No noxious or offensive activity shall be carried upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.
7. TEMPORARY STRUCTURES - No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot, as a residence, or for any other purpose, either temporarily or permanently. For the purposes of these covenant structures needed and used by the builders shall be allowed to remain during the building period.
8. LIVESTOCK AND POULTRY - No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except family pets, which may be kept, provided they are not kept, bred or maintained for commercial purposes, and do not create or constitute a nuisance.
9. GARBAGE AND REFUSE DISPOSAL - No lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept except in sanitary containers. All incinerators, or other equipment for disposal or storage of such materials shall be kept in a clean and sanitary condition, and shall not be used so as to create an offensive sight or odor.

10. WATER SUPPLY - No individual water supply system shall be permitted on any lot, unless such system is located, constructed and equipped in accordance with the standard recommendations of the Indiana State Board of Health. Approval of such systems, installed, shall be obtained from such authority.

11. SEWAGE DISPOSAL - No individual sewage disposal system shall be permitted upon any lot, unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Indiana State Board of Health. Approval of such systems, as installed, shall be obtained from such authority.

12. SIGHT DISTANCE AT INTERSECTIONS - No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the 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 twenty-five feet from the intersection of the street line, or, in the case of a property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street's property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

13. FENCES - Ornamental fences, or continuous shrub plantings, which would, in any way, serve the purposes of a fence, shall not be erected until approved by the Architectural Committee.

14. STORAGE TANKS - Oil or gas storage tanks shall either be buried or located within the house or garage area so that they are completely concealed from outside view.

15. SIGNS - 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 for rent, or signs used by a builder to advertise the property during construction and sales period.

16. ARCHITECTURAL COMMITTEE - The Architectural Control Committee shall be composed of Mildred R. Foltz (Mrs. L.E. Foltz), or their assigns, and a professional engineer of her designation. At all times the said Mildred R. Foltz shall have the majority vote of such committee. The said Mildred R. Foltz shall have the right to designate a representative to act for and on her behalf. In the event of the death of said Mildred R. Foltz, the chairman of the Architectural Control Committee hereinabove referred to with the consent of the heir or heirs of Mildred R. Foltz, as the case may be, shall have the right to make the appointment to succeed said deceased member, Mildred R. Foltz. The Committee's approval or disapproval, as required in these covenants shall be in writing. In the event that said written approval is not received from the committee within 14 days from the date of submission, it shall be deemed that the committee has disapproved the presented plans.

The violation of any restriction, as herein enumerated, shall give to Mildred R. Foltz (Mrs. L.E. Foltz) or her successors, any and all rights for injunction, damage, or any other action at law or equity which he, she or they may have to restrain and prohibit the same in keeping with the restrictions hereof.

IN WITNESS WHEREOF, the undersigned have set her Hand and Seal this ___ day of ___.
Mildred R. Foltz