

### **Covenants and Restrictions**

#### **Wilson Overlook Subdivision**

City of Franklin, Indiana

Recorded Johnson County, Indiana

Jean Harmon, Recorder

Date 11/16/2001 Time 14:39:05 1 of 5 Pgs

Inst # 2001-035537 OFF

Fee Amt: 19.00

We, the undersigned, REDFRED Inc. owners of the real estate shown and described herein, do hereby layoff, plat and subdivide said real estate in accordance with the herein plat.

This subdivision shall be known and designated as "Wilson Overlook Subdivision", an addition to the City of Franklin, Johnson County, State of Indiana. All streets and alleys and public open spaces shown and not heretofore dedicated are hereby dedicated to the public. The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2022 at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the than owners of the building sites covered by these covenants, it is agreed to change such covenants in whole or in part.

Invalidation of any one of the foregoing covenants by judgement or court order shall in no way affect any of the other covenants, which shall remain in full force and effect.

In order to afford adequate protection to all present and future owners of lots and tracts in this subdivision, the undersigned owners hereby adopt and establish the following protective covenants and restrictions each and all for the benefit of each and every owner of a lot or lots in the subdivision, binding all the same now and hereafter, and their grantees, their heirs and personal representatives, and were affable, the successors and assignees.

#### **WILSON OVERLOOK**

##### **Covenants and restrictions**

1. No residential structures shall be less than 1300 square feet of living space if a ranch style home and not less than 1600 Square feet for a two story. No residential structure shall be constructed closer than 7 feet to any side lot line. No residential structure shall be constructed closer than 25 feet from any street right-of-way, and no residential structure shall be constructed closer than 20 feet to any rear property line.
2. Lots designated in this plat are hereby reserved for single-family residential use and may be single or two-story structures.
3. In the event of a dispute or controversy as to any matter within or arising out of these covenants. Such dispute or controversy shall be submitted to the arbitration of the Committee, and arbitration of such matters shall be an express conditioned precedent to any legal or equitable action or proceeding of any nature whatsoever.
4. Residents shall have off street parking for a minimum of 4 automobiles of which garage space can be counted. No automobiles are to be parked over city sidewalks at any time. The

- driveway space between the sidewalk and the city street will not be counted towards the required off street parking space. All garages must be built at least 20 feet behind the front building line of the main structure. The only exception to this rule would be on corner lots with end load garages. All detached garages and outbuildings must match the main structure in both roof pitch and building material.
5. No on-street parking is to be allowed between the hours of 11:30 PM and 7 AM
  6. Lots are subject to drainage easements, sewer easements and utility easements, either separately or in any combination of the three, as shown on the Plat, which are reserved for the use of lot owners, public utility companies and governmental agencies as follows: (a) drainage easements (D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/ or public drainage system and it shall be the individual responsibility of each land owner to maintain the drainage across his or her lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvements nor, shall any lot grading restrict, in any manner, the designed waterflow. Said areas are subject to construction or reconstruction to any extent, necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision. Said easements are for the mutual use and benefit of the owners of all lots in the addition and are a servitude upon such land for the benefit of the owners of other land included within the upstream or downstream, affected by such use. (B) Utility easements (U.E.) are created for the use of public utility companies, not including transportation companies, for the use of installation, maintenance, repair and replacement of mains, ducts, poles, lines and wires, meters, and meter boxes. All such easements include the right of reasonable ingress and egress for the exercise of the rights, including reading of the meters. No structure, including fences, shall be built on any drainage, sewer, or utility easement.
  7. No buildings or other structures shall be erected or placed on any lot in this subdivision until building plans, specifications and plot plans are approved as to the conformity and harmony of external design with the existing structures within the subdivision, any new construction homes built would have to be of such styles and were common during the period date of the homes moved into the subdivision (examples would be bungalows, cape cods, Gothic Review, Tudor Review, Queen Ann, Italianate, Victorian, pre World War II 1870- 1940), and as to the building with respect topography and finished ground elevation, by the Architectural Control Committee composed of the developer REDFRED Inc., and its designees, or by their successors in the event of the death, disability or resignation of any member of said Architectural Control Committee. Any remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plans submitted to it for its approval with any period of thirty (30) days from the submission date of the same, the lot owner may proceed then with the building according to the plans submitted without approval. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. Upon the death, disability or resignation of all of the original members of The Committee, the owners of the lots herein defined may by a majority vote, elect a new building committee for the purposes set forth in these covenants.
  8. Front building lines (B.L.) are hereby established, between which lines and the front property lines, no permanent or other structure other than drives shall be erected and maintained.

9. If the parties hereto, or any of them, or their heirs or assignees shall violate or attempt to, violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for any other person owning any real property situated in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant and, and either to prevent him or them from doing so, or to recover damages or other dues for such violation.
10. No hedge or scrub planting which obstructs site lines at elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points twenty-five (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 period the same sight line limitations shall apply to any lot within ten (10) feet from the intersection of the street line with the edge of a driveway pavement or alley line.
11. All fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. **No prefabricated, stockade type fencing will be allowed in the subdivision, the maximum height of any fencing in this subdivision will be four (4) feet and no fencing shall be placed on any area in front of the front building line as shown on the subdivision plat, any fencing between the front building line and the front of the home will not exceed three (3) feet in height.** The Architectural Control Committee must approve all fencing plans.
12. All Driveways and Public walks within the City right-of-way will be built to the design and specifications supplied by the architectural control committee.
13. No hotel buildings, boarding houses, mercantile or factory buildings or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.
14. No trailers, shacks or outhouses of any kind shall be erected or situated on any lot herein, except that for use by the builder during the construction of a proper structure.
15. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision. No homeowner in the subdivision shall keep more than two domesticated cats or dogs. And all homeowners further agree that if at any time their pets become a nuisance or noise disturbance to their neighbors then said neighbor may under the terms and conditions of these covenants take legal action if necessary to have said unruly pet removed from the premises. All property owners further agree to become familiar with city ordinances concerning pets and leash laws, and hereby agreed to abide by them at all times.
16. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
17. The repair or storage of inoperative motor vehicles, or material or portions of motor vehicles shall not be permitted on any lot, unless the activity is entirely within a garage permitted by these covenants.
18. No exterior lighting shall be directed outside the boundaries of any lot, nor shall any lighting be used which constitutes more than normal convenience lighting, unless the same is approved by The Committee.
19. Owners shall not dump any trash, waste, refuse or other objectionable matter upon any lot, easement or common area within the properties. All trash, garbage and refuse stored on any

lot shall be stored in covered receptacles. All open fires are prohibited unless written approval is obtained from the affected fire department.

20. 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 Planning Commission of the City of Franklin and the requirements of all drainage permits for the plat issued by those agencies. Failure to so comply, including failure to comply with the approved grading plan and Federal Housing Administration lot grading regulations and recommendations, or construction of any building shall be subject to action by appropriate authority.

21. All prospective, current and future lot owners are to be aware that the main objective behind the development of Wilson overlook was to provide a safe haven for older homes that have been moved into the subdivision to save them from demolition. Many of the original homes placed on lots in this edition were relocated here from around Franklin College. The original building date of most of the homes were between 1870 and 1940. Many of the homes were updated over the years. Some with room additions and aluminum siding. It is the goal of the developer to maintain and enhance the integrity of the original buildings. Therefore no new construction in this addition will be allowed to have aluminum siding and the current and future owners of the original homes moved to this addition should consider returning exteriors of the homes to as close to original as possible when they update and remodel said homes.

22. The developer ( REDFRED Inc. & Fred Paris) has made a commitment to the City of Franklin to maintain Tract A on the plat consisting of 6.293 acres as green space and a natural area and have agreed to give an easement to The City of Franklin Parks Department for extension of the Green Way Trail. The Developer (REDFRED Inc. & Fred Paris) further agree that at any time in the future they would sell their remaining property which is contiguous to Tract A , they would at that date deed Tract A to the City of Franklin Park Department.

OWNER'S CERTIFICATE

We the Undersigned, Owners of the real estate shown and described herewith, do hereby lay off, plat, and subdivide said real estate in accordance with this plat.

Witness our hands and seals this 15<sup>th</sup> day of November, 2001

Fred L Paris  
Fred L Paris  
REDFRED Inc.

Jason Eck  
Jason Eck

STATE OF INDIANA )  
                          ) SS:  
County of Johnson )

Before me the undersigned notary public, in and for the State of Indiana, personally appeared Fred L Paris and Jason Eck who acknowledged the execution of the foregoing instrument as there voluntary act and deed for the purpose expressed herein.

WITNESS MY HAND AND SEAL THIS 15<sup>th</sup> DAY OF November 2001

County of residence Johnson Notary Public signature  
RHONDA W. CORB



Rhonda W. Cobb

My commission expires Sept 25, 2007 Notary Public printed

Prepared By

STEVE WILLIAMS