



... OF INDIANA, BEING OWNERS IN FEE OF THE ...

... THAT ALL THE ...

... THAT ALL OF THE ...

1. ALL LOTS IN THE TRACT SHALL BE USED FOR RESIDENTIAL BUILDING PURPOSES ...

2. NO BUILDING SHALL BE ERRECTED, PLACED, OR ALTERED ...

3. NO DWELLING SHALL BE PERMITTED ON ANY LOT ...

4. NO LOT SHALL BE RE-SUBDIVIDED INTO AN AREA ...

5. NO BUILDING SHALL BE LOCATED ON ANY LOT ...

6. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES ...

7. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE ENGAGED ...

8. NO STRUCTURES OF TEMPORARY CHARACTER, TENT, SHED, ...

9. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC ...

10. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING ...

11. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND ...

12. NO OIL DRILLING, MINING DEVELOPMENT OPERATIONS, ...

13. THESE COVENANTS ARE TO RUN WITH THE LAND ...

Fred Altum
FRED ALTUM

I, ROBERT M. MURRAY, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER ...

STATE OF INDIANA)
COUNTY OF JOHNSON)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED FRED ALTUM AND WILLIAM L. ALTON AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING AS THEIR VOLUNTARY ACT AND CONSENT.

ALTUM ADDITION
To The Town of Bargersville, Indiana

Know all men by these presents, that Fred Ernest Altum, an unmarried adult, of Johnson County, State of Indiana, being owner in fee simple of the following described real estate in Johnson County, State of Indiana, To-Wit:

Part of the Northeast quarter of the Southwest quarter of Section 35, Township 13 North, Range 3 East of the Second Principal Meridian, described as follows:

Commencing at the intersection of the West side of Main Street in Dawson's First Addition to the Town of Bargersville, Indiana, with the North line of an alley running along the North side of said Addition; thence South 89 degrees and 13 minutes West on and along the North side of said alley 119.20 feet to the Place of Beginning of this described real estate; thence continuing South 89 degrees and 13 minutes West on and along the said North line 297.10 feet; thence North 0 degrees 00 minutes East parallel with the West side of Main Street 310.00 feet; thence North 89 degrees and 13 minutes East parallel with the North line of said alley 157.00 feet; thence South 0 degrees 00 minutes East parallel with the West side of Main Street 114.00 feet; thence North 89 degrees and 13 minutes East parallel to the North line of said alley 259.30 feet to the said West line of Main Street; thence South 0 degrees and 00 minutes East on and along said West line 40.00 feet; thence South 89 degrees and 13 minutes West 119.20 feet; thence South 00 degrees 00 minutes East 154.00 feet to the Place of Beginning, containing 1.85 Acres, more or less, subject to all legal Rights-of-Way.

Do Hereby make, replatt, subdivide, lay off and dedicate said described real estate into lots and streets in accordance with the Plat hereto attached, which subdivision shall be known as the "Altum Addition."

That all the streets as shown on the attached plat are hereby dedicated to public use and that all of the lots contained in the above plat or any portion thereof shall be subject to the following restrictions, which restrictions shall be considered and hereby declared to be covenants running with the land, which said restrictive covenants are as follows, To-wit:

- A. All lots in the tract shall be used for residential building purposes only. No structures shall be erected, altered, placed or permitted to remain on any building site other than one detached single-family or double-family dwelling not to exceed two stories in height, and a private garage or carport for not more than two cars.
- B. No building shall be erected, placed or altered on any lot until the building plans, specifications and plot plan showing the location of such buildings have been approved by an Architectural Control Committee, appointed by the developer, as to the quality of workmanship and materials, and conformity and harmony of external design with existing structures, and as to location of the building with respect to topography and finished ground elevation. No compensation shall be paid to the members or representatives of the Committee. At any time, the then owners of record of fifty-one (51%) percent 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. Said Committee shall have the right to refuse any such plans or specifications, which are not suitable or desirable, in its opinion, for asthetic or other reasons. Committee action shall be a majority action of its members.

(Continued next page)

C. No dwelling shall be permitted on any lot, the habitable floor area of which, exclusive of basements, porches and garages or carports, is less than 720 square feet per living unit, in the case of a one or two story structure.

D. No lot shall be re-subdivided into an area less than that shown on the recorded plat.

E. No building shall be located on any lot nearer to the front lot line nor nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than 10 feet to any interior lot line, except that in cases where the same person owns two adjoining tracts or lots, such owner may build a residence or garage or carport across the dividing line or to coincide therewith, but in no case shall any residence be erected nearer than 20 feet to any other residence.

F. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

G. 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.

H. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

I. No sign of any kind shall be displayed to the public view on any lot other than one professional sign of not more than one square foot, 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.

J. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

K. 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.

L. No oil drilling, oil development operations, oil refining, quarrying 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 upon any lot.

M. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which the said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant 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 24th day of November, 1971, Fred Ernest Altum, an unmarried adult, has set his hand and seal.

(Continued next page)

STATE OF INDIANA)
COUNTY OF JOHNSON) SS

Before me, the undersigned Notary Public in and for the County and State, personally appeared Fred Ernest Altum, well known to me, and acknowledged the execution of the foregoing instrument as being his voluntary action and deed for the purposes contained therein. Witness my hand and notarial seal this 29th day of November, 1971.

Fred E. Altum

Deani Burford
Notary Public

My commission expires
9/27/75.

I, Robert M. Murray, do hereby certify that I am a Professional Engineer in Indiana and this plat correctly represents a survey completed by me in November, 1971.

Robert M. Murray
Registered Engineer No. 6840
November 15, 1971

Approved by the Town Board of Bargersville, Indiana, on the 29th day of November, 1971.

Marvin Baker President	Frances Switzer Clerk-Treasurer	Russell Stralley Member	George Utterback Member
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This plat was given approval by the Town of Bargersville, Johnson County, Indiana, as follows:

Approved by the Town of Bargersville Plan Commission at a meeting held November 29, 1971,

George Utterback President	Doris Fulmer Secretary
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Entered for taxation this 30th day of November, 1971.
Fee \$7.00
June M. Wood, Auditor
Johnson County, Indiana

No. 01389
Received for record this 30th day of November, 1971, at 4:20 p.m., and recorded in Plat Book 7, page No. 36.
Fee \$7.00
Mary Etta Hougland, Recorder
Johnson County, Indiana