

17-22-00

THIS IS TO CERTIFY THAT THIS IS A TRUE AND EXACT COPY

4

HARRELL-RHODES MINI FARMS SECTION I & II

SIGNATURE FIRST AMERICAN TITLE INSURANCE COMPANY

We, the undersigned, do hereby set aside eleven (11) building tracts to be known hereafter as Harrell-Rhodes Mini Farms-Section I & II. This property shall be controlled by the Johnson County Plan Commission under zoning classification A-1 by present and future tract owners and shall be subject to the following covenants which shall run with the land.

COPY

1. Field Drainage Tile

- A. All field drainage tile encountered during excavation and construction shall be reconnected or shall be rerouted and reconnected allowing uninterrupted flow as originally provided. There shall be no perimeter drains or extension tile added to existing field tile.
B. Any tract owner damaging or failing to maintain the field drainage tile shall be held responsible for such action and shall be given ten (10) days notice by certified mail to repair said damage, after which time, if no action is taken, the County shall cause said repair to be accomplished and the bill for said repairs shall be sent to the affected tract owner for immediate payment. Failure to pay said bill shall result in a lien against the tract owners property.
C. If required, all roadside ditch culverts installed by tract owners shall be installed so as to provide perpetual and free flow of drainage of all tracts.

2. Permits

- A. Prospective tract owners shall be responsible for investigating the ability of obtaining building and septic permits prior to closing.
B. All septic systems on said tracts must be approved and constructed in accordance with Johnson County Health Department regulations.

3. Residences or Dwellings

- A. No residence or dwelling shall be permitted on any tract that does not provide at least 1,800 square feet of living area on the ground floor for a one story or one and one half story house or residence, exclusive of the area taken up by attached garages and breezeways. No residence shall be permitted on any tract that does not provide at least 2,400 square feet of living area for a two story house or residence, exclusive of the area taken up by attached garages and breezeways.
B. All residences or dwellings shall be constructed of masonry, stone, or brick upon seventy percent (70%) of the ground floor elevations. Colonial and Victorian style residences or dwellings may be constructed using cedar or vinyl siding. This shall also apply to porches, breezeways, and attached garages. No aluminum siding or artificial brick or stone shall be used.
C. No residence or dwelling shall be erected closer than one hundred feet (100') from the County Road 125 South or County Road 100 East property lines.

Doc ID: 003561610005 Type: MISC
Recorded: 08/24/2007 at 11:26:01 AM
Fee Amt: \$23.00 Page 1 of 5
Job-Kflow# 491022
Johnson County-Recorded as Presented
Sue Anne Mlsiniec Recorder
Inst: 2007-020823

COPY

- D. Actual construction work on any dwelling or accessory building shall commence within one (1) month after a basement is dug, weather permitting, or building material of any kind is delivered on any building site in this plotted area and exterior of said building shall be completed within six (6) months, unless an extension is applied for and approved by the Architectural Control Committee.
- E. All lawns shall be finish graded and seeded within sixty (60) days after completion of the construction of the principal building. All weeds shall be kept eradicated or mowed.
- F. No trailer, mobile home, manufactured home, or modular home shall be erected on any tract at any time. No basement, garage, barn, shack, or other out building erected on any tract at any time shall be used as a residence, temporary or permanent, nor shall any structure of a temporary nature be used as a residence.

4. Architectural Control Committee

- A. No building shall be erected, placed, altered, owned, moved, used, or occupied until building plans, specifications, and plot plan for all structures proposed to be erected thereon, showing location of such buildings, have been approved in writing as to conformity and harmony with other structures on tracts within this plotted area, by the Architectural Control Committee. This committee shall be composed of Margaret J. Rhodes, Timothy O. Smart, Maurice G. Harbert, and added committee representatives designated by a majority of the members of said committee. Maurice G. Harbert shall serve as Chairman of the Architectural Control Committee.
- B. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design, specifications, and location.
- C. In the event said committee fails to approve or disapprove such design, specifications, and location within fifteen (15) days after such plans and specifications have been submitted to it, or in any event if no suit to enjoin the erection, placing, altering, owning, moving, using, or occupying such building has been commenced prior to completion thereof, such approval shall not be required and these covenants shall be deemed to have been fully complied with. Members of said committee shall not be entitled to any compensation for services performed pursuant to these covenants.
- D. The powers and duties of said committee shall cease on and after November 12, 2019. Thereafter, the approval described in these covenants shall not be required, unless prior to said date and effective thereon a written instrument shall be executed by the majority of the tract owners within this plotted area, and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers exercised previously by said committee.

5. Detached Buildings and Fences
 - A. All detached buildings shall blend with the residential nature of the surrounding properties. No galvanized sheds shall be allowed.
 - B. Fences are the responsibility of the tract owners. Cooperation in building fences on property lines is encouraged, but not mandatory to those who do not need them. Fencing material and construction shall be pleasing and strong enough to contain the horses a tract owner keeps. Board fence, plastic decorative fence, and rail fences are encouraged to make the area as neat appearing as possible.
6. Improved tracts, unimproved tracts, and portions thereof, shall receive regular mowing by tract owners to control unsightly and menacing weeds.
7. No industrial or commercial enterprise shall be conducted on any tract within this plotted area.
8. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any tract, except dogs, cats, or other household pets, provided they are not kept, bred, or maintained for any commercial or industrial purpose.
9. A maximum of four (4) horses may be kept on each tract, provided they are not kept, bred, or maintained for any commercial or industrial purpose, and are fenced in at all times.
10. No tract shall be subdivided into two or more tracts.
11. No disabled vehicles shall be stored longer than sixty (60) days on any tract within this plotted area and there shall be no outside storage of unsightly materials of any kind.
12. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which might become an annoyance or nuisance to the neighborhood.
13. Invalidation of any of these covenants by court order shall in no way affect any of the other provisions which shall remain in full force and effect and shall be binding upon all parties claiming under them, unless an instrument signed by a majority of the then tract owners has been recorded, agreeing to change said covenants in whole or in part.
14. These covenants shall run with the land and inure to the benefit of all the grantees of the subject land, their heirs, assigns, successors in interest, transferees, and/or personal representatives, and the said grantees, their heirs, assigns, and/or personal representatives and the said grantors, their heirs, assigns, and/or personal representatives, including but not limited to, restraining orders and permanent injunctions against the breach of the continued breach of said covenants.

WITNESS my signature this 12th day of November, 1999.

COPY

COPY

Margaret J. Rhodes
Margaret J. Rhodes

Ruth J. Harrell Trustee
Ruth J. Harrell, Trustee
Ruth J. Harrell Family Trust

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Personally appeared before me, a Notary Public in and for said County and State, Margaret J. Rhodes and Ruth J. Harrell, Trustee, acknowledged the execution of the above and foregoing certificate as their voluntary act and deed of the use and purpose therein expressed.

WITNESS my hand and seal this 12th day of November, 1999.

Maurice G. Harbert
Notary Public
PRINTED: Maurice G. Harbert
RESIDING IN: Marion County

MY COMMISSION EXPIRES: March 10, 2000

Prepared by Margaret J. Rhodes and Ruth J. Harrell, Trustee,
Ruth J. Harrell Family Trust.

"I affirm, under the penalties for perjury,
that I have taken reasonable care to
redact each Social Security number in
this document, unless required by law."

A. Payson

