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Subdivision Covenants and Restrictions

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RESTRICTIONS ON DEVELOPMENT FOR FRANKLIN PARK ESTATES

THIS DECLARATION, made this day of 1999, by FRANKLIN MOORE LEFAY CO., (hereinafter referred to as the "Developer")...

WITNESSETH

WHEREAS, the Developer is the owner of all the land contained in the area shown on Exhibit 'A' attached hereto...

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted area of the Development and, before doing so, desires to subject and impose upon all real estate within the platted area...

NOW, THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions...

1. DEFINITIONS. The following are the definitions of terms used in this Declaration.

- A. "Committee" shall mean the FRANKLIN PARK ESTATES Development Committee composed of three (3) members appointed by the Developer...
B. "Association" shall mean the FRANKLIN PARK ESTATES Homeowners Association, Inc., a not-for-profit corporation.
C. "Lot" shall mean any parcel of residential real estate described by the plat of the Development...
D. Approvals, determinations, permission or consents required herein shall be deemed given if they are given in writing signed with respect to the Developer...
E. "Owner" shall mean a person, partnership, trust or corporation who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot...

2. CHARACTER OF THE DEVELOPMENT.

- A. In General. Every numbered lot platted as part of the Development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house. No double occupancy dwelling shall be permitted on any part of the Development.
B. Prohibited Improvements. No sheds, outbuildings, above ground pools, antennae, satellite dishes, lawn ornaments in side or front yards, nor clothes lines shall be erected or placed on any Lot.
C. OCCUPANCY OF Residential Use of Partially Completed Dwelling Houses Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed.

3. RESTRICTIONS CONCERNING SITE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

- A. Minimum Living Space Areas. The minimum square footage of living space of dwelling constructed on various residential lots in the Development, exclusive of porches, terraces, garages or enclosures, porches thereof, or similar facilities not modeled and decorated for regular and continuous habitation, shall be designated on the recorded plat within the Development.
B. Residential Backyard Requirements. (i) Front Backyards. Unless otherwise provided in these Restrictions or on the recorded plat, all dwelling houses and above-grade structures shall be constructed or placed on residential lots in the Development so as to comply with the setback lines, as established on the plat of the Development.

- (ii) Side Yards. The smallest side yard setback shall total not less than nineteen (19) feet, and the minimum sideyard setback shall be seven (7) feet.
(iii) Rear Yards. The rear setback line shall be at least twenty (20) feet from the rear lot line.

C. Fences and Tree Preservation. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence or post lamp must be approved by the Committee of site location, height and composition before it may be installed. No live tree with trunk diameter of four (4) inches or more, when measured four (4) feet above the ground or any community planting installed by the Developer may be removed without the prior written consent of the Committee.

D. Landscaping. Each Lot shall have a planting and mulching plan approved by the Committee prior to development. Such plan shall include a minimum of six (6) shrubs, with at least one (1) being an ornamental shrub of twenty-foot (24) inches or more in size and all other shrubs being a minimum of eighteen (18) inches; and a minimum of two (2) trees with shade trees at least two and one-quarter (2 1/4) inches in caliper and ornamental trees at least six (6) feet in height.

E. Exterior Construction. The finished exterior of every building constructed or placed on any Lot in the Development shall be of brick or stone to eye height of first floor and balance of exterior will be solid wood siding. Kerosene brick shall not be used, nor shall irregular brick patterns be used. No plywood, aluminum, vinyl or composition siding will be permitted. No house shall have metal prefabricated flues that extend above the highest roof line. All driveways must be paved with concrete. The minimum roof pitch shall be 6/11. There shall be a separation of two (2) lots before a house type and elevation or color shall be repeated. The same house type and elevation or color cannot be located directly across the street from one another.

F. Committee Approval. All houses in the Development shall be first approved by the Committee. Prior to construction, the builder or owner shall submit to the Committee plans and specifications and a plan showing the location of the structure with all existing trees identified and the elevations. All fences, awnings, lawn ornaments and other improvements shall be approved by the Committee prior to erection.

G. Garages Required. All residential dwellings in the Development shall include a minimum enclosed, two (2) car garage.

H. Heating Plants. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat and cooling for year-round human habitation of the house.

I. Billboards in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within six (6) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than sixty (60) days from the time of such destruction or damage.

J. Sidewalks Required. Each Lot shall have a sidewalk parallel to the street, or streets, on the east or corner Lot, on which the Lot fronts. The sidewalk shall meet Indianapolis Department of Transportation standards. Sidewalks must be completed by the Owner of a Lot at the time the driveway on the Lot is constructed, but in no case later than eighteen (18) months after the Lot is first conveyed by Developer.

K. Prohibition of Used Structures. All structures constructed or placed on any numbered Lot in the Development shall be constructed with substantially all new material and no used structures shall be relocated or placed on any such Lot.

L. Maintenance of Lots and Improvements. The Owner of any Lot in the Development shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly; and, specifically, such Owner shall:

- (i) Mow the Lot at such times as may be reasonably required in order to prevent the uncontrolled growth of vegetation and unsightly weeds with a four (4) inch maximum height.
(ii) Remove all debris or rubbish.
(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
(iv) Cut down and remove dead trees.
(v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.
(vi) Confine all construction activity and materials to the Lot being improved; and at no time shall the street or adjacent lots (including drainage easements) be used for the delivery or storage of construction materials or construction debris.

M. Association's Right to Perform Certain Maintenance. In the event that the Owner of any Lot in the Development shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, by and through its agents or employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to maintain the Lot in accordance with these Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge on said Lot as a surcharge and may be collected in any manner in which such annual charge may be collected. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

N. Mailboxes and Address Blocks. All mailboxes shall be of a uniform design as provided by the Committee. All homes in the Development shall have an 8" by 16" limestone address block on the frontside (sample - limestone).

O. Solar Panel Installation. Solar panel installation shall be allowed only when the location, type and size have been approved by the Committee.

Other restrictions include:
A. Outside Lighting. No permitted on any Lot in the Development during the period of construction.
B. Construction of Fences. Lines on the residential building and constructed in accordance with requirements of the Marion County Health Department and into sanitary sewers.
C. GENERAL PROHIBITIONS.
A. In General. No nuisance shall be permitted on any Lot anything be done on any Lot which may be deemed a nuisance or be an annoyance to the adjacent Owner of another Lot in the Development.
B. Signs. No signs or displays or placed on any Development, except entry signs.
C. Animals. No animals shall be kept on any Lot in the Development.
D. Vehicle Parking. No trucks or similar vehicles shall be parked on any Lot in the Development of such vehicle by a vehicle not to exceed one (1) week; vehicle shall be loaded, unloading while it is being loaded, used by the Owner.
E. Garbage and Other Refuse. The burning out of doors or including building materials, or accumulation of refuse on any Lot except subparagraph F below. All Development shall be equipped with:
F. Fuel Storage Tanks and Containers. No tanks or containers for the storage of fuel or oil for use in any building, structure or garage shall be installed or placed and kept as not to be within the Development at any time when refuse collections are being made.

G. Model Homes. No Development shall build or permit any dwelling house that home or exhibit house without the approval of the Developer.

H. Temporary Structures. Trailer, tent, garage or other structure erected on any Lot.

I. Utility Services. No utility installed under finished street or drilling or boring.

J. Wells and Septic Tanks. Domestic consumption shall be the only use of any well on the Lots in the Development. In no case shall the operation of septic tanks be allowed unless approved by the Developer.

K. Preservation of Field and Underdrain. Any field or underdrain which is in existence on any Lot in the Development shall be preserved, and all Owners of such Lots shall be required to preserve and maintain the same. The delineation of the Drainage Easement area on this plat shall be the right of any utility for water created and reserved to go on any Lot temporarily to the extent reasonably necessary for the provisions of the plat of this plat by the Department of Public Indianapolis and requirements of all plat issued by said Department.

L. The Drainage Easements are hereby created and reserved to go on any Lot temporarily to the extent reasonably necessary for the provisions of the plat of this plat by the Department of Public Indianapolis and requirements of all plat issued by said Department.

M. The delineation of the Drainage Easement area on this plat shall be the right of any utility for water created and reserved to go on any Lot temporarily to the extent reasonably necessary for the provisions of the plat of this plat by the Department of Public Indianapolis and requirements of all plat issued by said Department.

N. The delineation of the Drainage Easement area on this plat shall be the right of any utility for water created and reserved to go on any Lot temporarily to the extent reasonably necessary for the provisions of the plat of this plat by the Department of Public Indianapolis and requirements of all plat issued by said Department.

O. The delineation of the Drainage Easement area on this plat shall be the right of any utility for water created and reserved to go on any Lot temporarily to the extent reasonably necessary for the provisions of the plat of this plat by the Department of Public Indianapolis and requirements of all plat issued by said Department.

P. The delineation of the Drainage Easement area on this plat shall be the right of any utility for water created and reserved to go on any Lot temporarily to the extent reasonably necessary for the provisions of the plat of this plat by the Department of Public Indianapolis and requirements of all plat issued by said Department.

Q. The delineation of the Drainage Easement area on this plat shall be the right of any utility for water created and reserved to go on any Lot temporarily to the extent reasonably necessary for the provisions of the plat of this plat by the Department of Public Indianapolis and requirements of all plat issued by said Department.

R. The delineation of the Drainage Easement area on this plat shall be the right of any utility for water created and reserved to go on any Lot temporarily to the extent reasonably necessary for the provisions of the plat of this plat by the Department of Public Indianapolis and requirements of all plat issued by said Department.

S. The delineation of the Drainage Easement area on this plat shall be the right of any utility for water created and reserved to go on any Lot temporarily to the extent reasonably necessary for the provisions of the plat of this plat by the Department of Public Indianapolis and requirements of all plat issued by said Department.

T. The delineation of the Drainage Easement area on this plat shall be the right of any utility for water created and reserved to go on any Lot temporarily to the extent reasonably necessary for the provisions of the plat of this plat by the Department of Public Indianapolis and requirements of all plat issued by said Department.

U. The delineation of the Drainage Easement area on this plat shall be the right of any utility for water created and reserved to go on any Lot temporarily to the extent reasonably necessary for the provisions of the plat of this plat by the Department of Public Indianapolis and requirements of all plat issued by said Department.

V. The delineation of the Drainage Easement area on this plat shall be the right of any utility for water created and reserved to go on any Lot temporarily to the extent reasonably necessary for the provisions of the plat of this plat by the Department of Public Indianapolis and requirements of all plat issued by said Department.

W. The delineation of the Drainage Easement area on this plat shall be the right of any utility for water created and reserved to go on any Lot temporarily to the extent reasonably necessary for the provisions of the plat of this plat by the Department of Public Indianapolis and requirements of all plat issued by said Department.

X. The delineation of the Drainage Easement area on this plat shall be the right of any utility for water created and reserved to go on any Lot temporarily to the extent reasonably necessary for the provisions of the plat of this plat by the Department of Public Indianapolis and requirements of all plat issued by said Department.

Y. The delineation of the Drainage Easement area on this plat shall be the right of any utility for water created and reserved to go on any Lot temporarily to the extent reasonably necessary for the provisions of the plat of this plat by the Department of Public Indianapolis and requirements of all plat issued by said Department.

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The setbacks also shall not be less than fifteen (15) feet on any side and shall be set from the rear lot line.

Planting. In order to fully and aesthetically enhance the appearance of areas within the Development, all trees and shrubs to be planted shall be approved by the Committee and shall be planted before the first frost of the year when measured four (4) feet from the ground line. All trees shall be planted in accordance with the specifications set forth in the attached planting plan.

Lot shall have a planting and by the Committee prior to shall include a minimum of six (6) feet in diameter and all trees shall be planted in accordance with the specifications set forth in the attached planting plan.

SE. The finished exterior of or placed on any Lot in the brick or stone to give height of exterior may be solid wood shall not be used, nor shall be used. No plywood, aluminum, or other materials shall be used for exterior walls that extend above all driveways must be paved with a finish shall be 1/2". There of two (2) Lots before a house shall be repeated. The same color cannot be located from one another.

All houses in the Development by the Committee. Prior to or owner shall submit to the Commission a plan showing the structure with all existing trees. All fences, awnings, and improvements shall be approved in writing.

All residential dwellings include a minimum enclosed, two

every house in the Development plant installed. The plant shall be capable of providing oxygen for year-round human

condition. Every building whose on any residential lot in the be completed within six (6) months of the date of the plat or at which has partially or by fire or otherwise shall be destroyed or damaged.

. Each Lot shall have a tree, or streets in the case of the Lot fronts. The sidewalk Department of Transportation must be completed by the driveway on the Lot is less than fifteen (15) feet wide by Developer.

Structures. All structures on any numbered Lot in the Development shall be relocated

and Improvements. The Owner shall at all times improvements situated thereon on the Lot or any other part of the Lot, and, specifically, such Owner

t at such times as may be in order to prevent the vegetation and systems under maintenance.

the existence of any other blemishes to detract from or aesthetic appearance of the remove dead trees.

rior of all improvements in repair or maintenance as to avoid

construction activity and Lot being improved; and at no time shall any materials be used for the delivery or for materials or construction

to Perform Certain Maintenance. The Owner of any Lot in the Development shall be responsible for the maintenance and repair of the same in accordance with the specifications set forth in the attached maintenance plan.

Subject. The Association shall be responsible for the maintenance and repair of the same in accordance with the specifications set forth in the attached maintenance plan. The Association shall be responsible for the maintenance and repair of the same in accordance with the specifications set forth in the attached maintenance plan.

A. All wellbores shall be furnished by the Committee. All wellbores shall be furnished by the Committee. All wellbores shall be furnished by the Committee.

Installation. Solar panel shall be installed in the location, provided by the Committee.

2. Sight Line. The sight line shall be maintained at all times. The sight line shall be maintained at all times. The sight line shall be maintained at all times.

4. PROVISIONS RESPECTING SIGNAL OF SANITARY SEWER. A. Outside Toilets. No outside toilets shall be permitted on any Lot in the Development (except during a period of construction).

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building Lots shall be designed and constructed in accordance with the provisions and requirements of the Marion County Board of Health. No storm water (aboveground or surface) shall be discharged into sanitary sewers.

5. GENERAL PROHIBITIONS. A. In General. No noxious or offensive activities shall be permitted on any Lot in the Development, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another Lot in the Development.

B. Signs. No signs or advertisements shall be displayed or placed on any Lot or structures in the Development, except entry signs and home or Lot sales signs.

C. Animals. No animals shall be kept or maintained on any Lot in the Development except the usual household pet. No dog, cat, or other animal shall be kept on any Lot in the Development except as set forth in the attached animal control ordinance.

D. Vehicle Parking. No trucks, campers, trailers, boats, or similar vehicles shall be parked on any street or on any Lot in the Development, except for the parking of such vehicle by a visiting house guest for a period not to exceed one (1) week; or the parking of such vehicle for a period not to exceed twenty-four (24) hours while it is being loaded, unloaded or prepared for use by the Owner.

E. Garbage and Other Refuse. No Owner of a Lot or Builder on a Lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, including building materials, nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his Lot, except as may be permitted in subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

F. Fuel Storage Tanks and Trash Receptacles. No tank for the storage of fuel or oil shall be allowed on any Lot. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

G. Model Homes. No Owner of any Lot in the Development shall build or permit the building upon said Lot any dwelling house that is to be used as a model home or house without permission to do so from the Developer.

H. Temporary Structures. No temporary house, trailer, garage or other outbuilding shall be placed or erected on any Lot.

I. Utility Services. No utility services shall be installed under finished streets except by jacking, drilling or boring.

J. Wells and Septic Tanks. No water wells for domestic consumption shall be drilled on any of the Lots in the Development, unless public water is unavailable. Wells for irrigation or for the operation of geothermal heating and cooling systems shall be installed only upon approval of the Committee.

K. Preservation of Field Tiles. Any field tile or underground drain which is encountered in construction of any improvements within this subdivision shall be preserved and the Owners of Lots in this subdivision and their successors will comply with the Indiana Drainage Code 1965 and all amendments thereto.

6. UTILITY AND DRAINAGE EASEMENTS. There are areas of ground on the plat of the Developer marked "Drainage Easements" and "Utility Easements" (D. & U.E.), and Sanitary Sewer Easements (S.S.E.) either separately or in combination. The Utility Easements are hereby created and reserved for the use of all public utility companies (not including transportation companies) and governmental agencies for access to and installation, maintenance, repair or removal of poles, lines, ducts, sanitary sewers, storm sewers, drainage systems, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services.

The Drainage Easements are hereby created and reserved. (i) for the use of Developer during the development of the Subdivision for access to and for the installation, repair or removal of drainage systems, either by surface drainage or appropriate underground installations, on the easement and adjoining property and (ii) for the Department of Public Works of the City of Indianapolis for access to maintenance, repair and replacement of such drainage systems provided, however, that the Owner of any Lot in this Subdivision subject to a Drainage Easement shall be required to keep the portion of said Drainage Easement on his Lot free from obstructions so that the surface water drainage will be unimpeded.

The delineation of the Drainage Easement and Utility Easement areas on this plat shall not be deemed a limitation on the ability of any utility or other person to create and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this paragraph. No permanent structures or fences shall be erected or maintained upon said easements. The Owners of Lots in this Subdivision shall take and hold title to the Lots subject to the Drainage Easements and Utility Easements herein created and reserved.

It shall be the responsibility of the Owner of any Lot or parcel of land within the area of this plat (together with all times with the provisions of the drainage plan as approved for this plat by the Department of Public Works of the City of Indianapolis) to obtain all drainage permits for this plat issued by said Department.

It shall be the duty of every Owner of every Lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair.

7. DEDICATION OF RIGHTS. The rights-of-way of the Development shall be dedicated to the public for use as a public right-of-way, subject, however, to a reservation of ingress-egress for the maintenance of medians, if any, in any easements to the Subdivision.

8. COMMON FACILITIES, USE AND ENJOYMENT OF COMMON FACILITIES. Common facilities, if any, depicted on the recorded plat of the Development shall remain private, and neither the Developer's association or restrictions of record, nor the public, shall have any right-of-way, subject, however, to a reservation of ingress-egress for the maintenance of medians, if any, in any easements to the Subdivision.

9. ASSOCIATION. A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party for an estoppel of that party to assert any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Enforcement by Metropolitan Development Commission. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority to enforce any covenants, commitments, or limitations contained in this plat other than those covenants, commitments, or limitations that expressly run in favor of the Developer, and of the Association provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance, 58-AD-1, as amended, or any conditions attached to approval of this plat by the Plat Committee.

10. EFFECT OF BECOMING AN OWNER. The Owners of any Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such Lot, shall be deemed to have agreed to be bound by these Restrictions and to execute such contract subject to each and every Restriction and agreement herein contained. B. acceptance of such deed or execution of such contract; the Owner acknowledges the rights and powers of the Developer, and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owner covenant, agree and consent to and with the Developer, the Association and to and with the Owner and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

11. TITLES. The titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the Restrictions. Whenever applicable, the singular form of any word shall be taken to mean or apply to the feminine or to the neuter.

12. DURATION. These covenants shall run with the land and shall be binding on all persons or entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons or entities claiming under them, until twenty (20) years after the date of recording hereof, in the last fifteen (15) years thereof seventy percent (70%) of the lot owners may amend these covenants in whole or in part. After said twenty (20) years, the covenants shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then Owners of the Lots in the Subdivision it is agreed that said covenants shall terminate in whole or in part; provided, however, that no termination of said covenants shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto. Any such amendment or termination shall be evidenced by a written instrument, signed and acknowledged by the Lot Owner or Owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana.

13. AMENDMENT. This Declaration may be amended at any time by an instrument recorded in the office of the Recorder of Marion County, Indiana, executed by the Association and at least seventy-five percent (75%) of the Lot Owners.

14. SEVERABILITY. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions; and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 14th day of April, 1990.

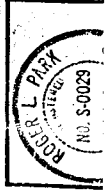
FRANKLIN MOORE ESTATES CO.
By David E. Conley, President
DAVID E. CONLEY, President

ATTEST:

STATE OF INDIANA
COUNTY OF MARION
I, David E. Conley, President of Franklin Moore Estates Co., do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Recorder of Marion County, Indiana.

My Commis
David

This Instr
Law, 5101



PARK ENGINEERING
Engineers, Surveyors & Planners

REVISIONS

FRANKLIN PARKE ESTATES

Drawn by
Project No.
89201

POOR ORIGINAL

3000-10317

Street Intersections. No building or other structure shall be placed on any lot within the street property lines and within ten feet from the intersection of the street line limitations with the edge of a sidewalk, unless the same are permitted to remain in place unless the same are removed to the satisfaction of the City of Indianapolis.

SEWERAGE.

All sanitary sewage to be disposed of shall be designed in accordance with the provisions and standards of the Code of Ordinances of the City of Indianapolis, which shall be discharged into the sewerage system.

Offensive activities on the development, or on any lot, shall be prohibited, including, but not limited to, the following:

- Use of any lot for the storage of refuse or other material.
- Use of any lot for the storage of vehicles, trailers, or other equipment.
- Use of any lot for the storage of materials, except as may be permitted in the Code of Ordinances of the City of Indianapolis.

Landscaping. No trees shall be removed from any lot, except as may be permitted in the Code of Ordinances of the City of Indianapolis.

Any field, tile or other area on any lot entered in construction subdivision will be subject to the Code of Ordinances of the City of Indianapolis.

II. There are areas hereafter marked "Drainage Easements" and "Sanitary Easements" on the plat of the subdivision, and reserved for the use of the City of Indianapolis for the maintenance, repair or replacement of the same. No permanent structure shall be placed on said Drainage Easements and Sanitary Easements and no structure shall be placed on said Drainage Easements and Sanitary Easements so that the surface of the same is not below the grade of the adjacent lots.

Easement and Utility. No structure shall be placed on any lot so that the same is not subject to the easement and utility of the City of Indianapolis.

It shall be the duty of every Owner of every Lot in the Development on which any part of an open storm drainage ditch or sewer is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair.

DEDICATION OF STREETS. The rights-of-way of the streets as shown on this plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way, subject however to a reservation of ingress-egress for the maintenance of medians, if any, in any circumstances to the satisfaction of the City of Indianapolis.

OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES. Common Facilities, if any, depicted on the recorded plat of the Development shall remain private, and neither the Developer's execution or recording of the plat nor the failure of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the common facilities. Ownership of the common facilities shall be conveyed in fee simple title, free of financial encumbrances, to the Association upon their completion as provided in the Declaration of Covenants, Conditions and Restrictions of FRANKLIN PARKE ESTATES. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof, and the recording of a deed or deeds conveying such common facilities to the Association.

ARTICLES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the continuation of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party for an estoppel of that party to assert any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Enforcement by Metropolitan Development Commission. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority to enforce any covenants, commitments, or limitations contained in this plat other than those covenants, commitments, or limitations that expressly run in favor of the Metropolitan Development Commission, provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance, 58-10-1, as amended, or any conditions attached to approval of this plat by the Plat Committee.

10. EFFECT OF BECOMING AN OWNER. The Owners of any Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such Lot, shall accept, such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer and the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owner covenant, agree and consent to and with the Developer, the Association and to and with each and every subsequent Owner of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

11. TITLES. The titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the Restrictions. However, whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

12. DURATION. These covenants shall run with the land and shall be binding on all persons or entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons or entities claiming under them, until twenty (20) years after the date of recording hereof. In the last fifteen (15) years thereof seventy percent (70%) of the lot owners may amend these covenants in whole or in part. After said twenty (20) years said covenants shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then Owners of the Lots in the Subdivision it is agreed that said covenants shall terminate in whole or in part; provided, however, that no termination of said covenants shall effect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto. Any such amendment or termination shall be evidenced by a written instrument, signed and acknowledged by the Lot Owner or Owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana.

13. AMENDMENT. This Declaration may be amended at any time by an instrument recorded in the Office of the Recorder of Marion County, Indiana, executed by the Association and at least seventy-five percent (75%) of the Lot Owners.

14. SEVERABILITY. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 10 day of April, 1990.

FRANKLIN PARKE ESTATES CO.
By David E. Conley, President
DAVID E. CONLEY, President

ATTEST:

STATE OF INDIANA)
COUNTY OF MARION) ss:
Before me, a Notary Public, in and for said County and State, personally appeared DAVID E. CONLEY, President of FRANKLIN PARKE ESTATES CO., who, having first been duly sworn, stated that he has read the foregoing and that the facts and representations contained therein are true.

WITNESS my hand and Notarial Seal this 10th day of April, 1990.

Jeanine Bristow
(Notary Public)
Jeanine Bristow
(Printed)
Johnson County Resident

My Commission Expires:
August 1992

This Instrument Was Prepared by DAVID KONNERSMAN, Attorney At Law, 5101 Madison Avenue, Indianapolis, Indiana 46227.

3000-10317

1st
May 1990