



DAVID BRENTON'S TEAM

RE/MAX Select, REALTORS

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The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

The information is deemed reliable, but not guaranteed.

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CITY OF

LEGAL DESCRIPTION

I, JERRY WIGGINS, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND I DO HEREBY FURTHER CERTIFY THAT I HAVE SUBDIVIDED THE FOLLOWING DESCRIBED REAL ESTATE INTO BLOCKS AND LOTS AS SHOWN ON THE HEREIN DRAWN PLAT. THIS PLAT CORRECTLY REPRESENTS SAID SURVEY OF A PART OF THE SOUTHWEST QUARTER OF SECTION 18 IN NEEDHAM TOWNSHIP, JOHNSON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

JEFFERSON POINT
A PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 NORTH, RANGE 6 EAST OF THE SECOND PRINCIPAL MERIDIAN, NEEDHAM TOWNSHIP, JOHNSON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 04 MINUTES 13 SECONDS WEST, ON AND ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 1002.84 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE CONTINUING SOUTH 89 DEGREES 04 MINUTES 13 SECONDS WEST 882.64 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 16 SECONDS EAST 616.11 FEET; THENCE NORTH 80 DEGREES 04 MINUTES 13 SECONDS WEST 886.73 FEET; THENCE SOUTH 00 DEGREES 31 MINUTES 08 SECONDS WEST 616.20 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT, CONTAINING 6.354 ACRES, MORE OR LESS.

SUBJECT TO ALL PERTINENT EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS.

PROPOSED EAST JEFFERSON STREET

LOCATION

BEGINNING AT THE INTERSECTION OF EAST JEFFERSON STREET AND MILFORD DRIVE, FRANKLIN, INDIANA AND RUNNING EAST; A PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 12 NORTH, RANGE 6 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 12 NORTH, RANGE 6 EAST; THENCE NORTH 87 DEGREES 37 MINUTES 30 SECONDS WEST 67.83 FEET ON AND ALONG THE SOUTH LINE OF SAID QUARTER TO THE EAST RIGHT-OF-WAY LINE OF MILFORD DRIVE; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 625.78 FEET ON AND ALONG SAID EAST RIGHT-OF-WAY LINE TO THE TRUE POINT OF BEGINNING; THENCE NORTH 80 DEGREES 00 MINUTES 00 SECONDS EAST 307.28 FEET TO A POINT OF CURVATURE TO THE LEFT, HAVING A RADIUS OF 252.83 FEET AND A CHORD BEARING NORTH 80 DEGREES 58 MINUTES 54 SECONDS EAST 79.45 FEET ON AND ALONG SAID CURVE A DISTANCE OF 79.78 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 202.83 FEET AND A CHORD BEARING NORTH 80 DEGREES 28 MINUTES 09 SECONDS EAST 60.44 FEET ON AND ALONG SAID CURVE A DISTANCE OF 60.97 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 04 MINUTES 13 SECONDS EAST 1036.84 FEET TO THE NORTHEAST CORNER OF JEFFERSON POINT SUBDIVISION; THENCE NORTH 00 DEGREES 31 MINUTES 08 SECONDS EAST 602 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 13 SECONDS WEST 1036.84 FEET TO A POINT OF CURVATURE TO THE LEFT, HAVING A RADIUS OF 202.83 FEET AND A CHORD BEARING SOUTH 80 DEGREES 28 MINUTES 09 SECONDS WEST 60.44 FEET ON AND ALONG SAID CURVE A DISTANCE OF 60.97 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 252.83 FEET AND A CHORD BEARING SOUTH 80 DEGREES 58 MINUTES 54 SECONDS WEST 79.45 FEET ON AND ALONG SAID CURVE A DISTANCE OF 79.78 FEET TO THE POINT OF BEGINNING, CONTAINING 1.79 ACRES, MORE OR LESS.

ALL MONUMENTS SHOWN HEREON WILL EXIST, AND THAT THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE ACCURATELY SHOWN AND THAT THE COMPUTED ERROR OF CLOSURE OF SAID SURVEY IS NOT MORE THAN ONE FOOT IN TEN THOUSAND, AND THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF THE SUBDIVISION ORDINANCE. THE SIZE OF LOTS AND WIDTH OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

WITNESS MY HAND AND SEAL THIS _____ DAY OF JANUARY, 2020.

Jerry D. Wiggins
JERRY D. WIGGINS
REGISTERED LAND SURVEYOR NO. 880042



DECLARATION OF COVENANTS
JEFFERSON POINT

I, THE UNDERSIGNED STOUT DEVELOPMENT GROUP INC., OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAY OFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE HEREIN PLAT.
THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS JEFFERSON POINT, AN ADDITION TO THE CITY OF FRANKLIN, COUNTY OF JOHNSON, STATE OF INDIANA. ALL STREETS, 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, 2024, AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS BY VOTE OF A MAJORITY OF THE 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, EACH AND ALL OF THE BENEFIT OF EACH AND EVERY OWNER OF ANY LOT OR TRACT IN THIS SUBDIVISION, BINDING ALL THE SAID OWNERS AND HEREAFTER, AND THEIR GRANTEES, THEIR HEIRS AND PERSONAL REPRESENTATIVES, AND WHERE APPLICABLE, THEIR SUCCESSORS AND ASSIGNEES.

- EACH LOT SHALL BE DIVIDED INTO SEPARATELY DESIGNED TRACTS AND EACH TRACT SHALL BE CONVEYED AS A SEPARATELY DESIGNATED LEGALLY DESCRIBED FREEHOLD ESTATE, SUBJECT TO THE TERMS, CONDITIONS AND PROVISIONS OF THE COVENANTS SET FORTH. THE TRACTS SHALL BE DELINEATED AND DESCRIBED AS METES AND BOUNDS PART OF THE LOT OF WHICH IT IS A PART, DONE AT SUCH TIME AS THE DWELLINGS ARE COMPLETE ENOUGH TO ESTABLISH THE RELATIONSHIP OF THE PARTY WALL TO THE LOTS.
- LOTS DESIGNATED IN THE PLAT ARE HEREBY RESERVED FOR ATTACHED SINGLE-FAMILY RESIDENTIAL USE AND WILL HAVE ERECTED THEREON DWELLINGS WHICH SHALL SHARE A COMMON WALL WITH A SIMILAR SINGLE-FAMILY STRUCTURE ON THE LOT. SUCH COMMON WALL COMPRISING A PART OF THE COMMON TRACT LINES BETWEEN SUCH TRACTS, EACH WALL WHICH IS BUILT AS A PART OF THE ORIGINAL CONSTRUCTION OF THE HOUSES UPON THE LOTS AND CONNECTS TWO DWELLING UNITS SHALL CONSTITUTE A COMMON WALL OR PARTY WALL, AND TO THE EXTENT NOT INCONSISTENT WITH THE PROVISIONS OF THESE RESTRICTIONS, THE GENERAL RULES OF LAW REGARDING COMMON WALLS OR PARTY WALLS AND LIABILITY FOR PROPERTY DAMAGE DUE TO NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS SHALL APPLY THERETO. HEREAFTER, THE TERMS COMMON WALL AND PARTY WALL SHALL BE USED INTERCHANGEABLY.
- THE SUBDIVISION WALL BETWEEN ANY TRACT DESCRIBED HEREIN AND THE TRACT IMMEDIATELY ADJOINING IT SHALL BE A COMMON WALL OR PARTY WALL AND THE ADJOINING LANDOWNERS SHALL HAVE CROSS EASEMENTS IN THE WALL, AND THE WALL SHALL BE USED FOR THE JOINT PURPOSES OF THE BUILDING SEPARATED BY IT.
- SHOULD THE COMMON WALL OR PARTY WALL, AT ANY TIME WHILE IN USE BY BOTH PARTIES AS AFORESAID, BE DAMAGED BY ANY CAUSE OTHER THAN THE ACT OR OMISSION OF EITHER PARTY, THE WALL SHALL BE REPAIRED OR REBUILT AT THEIR JOINT EXPENSE, PROVIDED THAT ANY SUM RECEIVED BY INSURANCE AGAINST SUCH DAMAGE OR DESTRUCTION SHALL BE FIRST APPLIED TO SUCH REPAIR OR RESTORATION. SHOULD THE COMMON WALL BE DAMAGED BY THE ACT OR OMISSION OF EITHER PARTY, THE WALL SHALL BE REPAIRED OR REBUILT AT THE EXPENSE OF THE PARTY DEEMED RESPONSIBLE FOR THE AFORESAID ACT OR OMISSION.
- THIS COMMON WALL COVENANT AND THE COVENANTS HEREIN CONTAINED, SHALL RUN WITH BOTH PARCELS OF LAND UTILIZING THE COMMON WALL BUT SHALL NOT OPERATE TO CONVEY TO EITHER PARTY THE FEE TO ANY PART OF THE LAND OWNED OR TO BE ACQUIRED BY THE OTHER PARTY, THE CREATION OF RIGHTS TO A COMMON WALL BEING THE SOLE PURPOSE THEREOF.
- 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 REPRISATION OF A BUILDING COMMITTEE, AND THE ARBITRATION OF SUCH MATTERS SHALL BE AN EXPRESS CONDITION PRECEDENT TO ANY LEGAL OR EQUITABLE ACTION OR PROCEEDING OF ANY NATURE WHATSOEVER.
- 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 THE 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 IMPROVEMENT, NOR SHALL ANY GRADING RESTRICT, IN ANY MANNER, THE WATER FLOW. SAID AREAS ARE SUBJECT TO CONSTRUCTION OR RECONSTRUCTION TO ANY EXTENT NECESSARY TO OBTAIN ADEQUATE DRAINAGE AT ANY TIME BY GOVERNMENTAL AUTHORITY HAVING JURISDICTION OVER DRAINAGE OR BY THE DEVELOPMENT 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 JEFFERSON POINT, UPSTREAM OR DOWNSTREAM, AFFECTED BY SUCH USE.
(B) SEWER EASEMENTS (S.E.) ARE CREATED FOR THE USE OF THE LOCAL GOVERNMENTAL AGENCY HAVING JURISDICTION OVER THE STORM AND SANITARY WASTE DISPOSAL SYSTEM DESIGNATED TO SERVE THE ADDITION OF THE PURPOSE OF INSTALLATION AND MAINTENANCE OF SEWERS THAT ARE A PART OF SAID SYSTEM. EACH OWNER OF A LOT MUST CONNECT WITH ANY PUBLIC SANITARY SEWER AVAILABLE.
(C) UTILITY EASEMENTS (U.E.) ARE CREATED FOR THE USE OF PUBLIC UTILITY COMPANIES, NOT INCLUDING TRANSPORTATION COMPANIES, FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF MAINS, LINES, POLES, TOWERS AND WIRING, METERS AND METER BOXES. ALL SUCH EASEMENTS INCLUDE THE RIGHT OF REASONABLE INGRESS AND EGRESS FOR THE EXERCISE OF RIGHTS, INCLUDING READING OF THE METERS. NO STRUCTURE, INCLUDING FENCING, SHALL BE BUILT ON ANY DRAINAGE, SEWER, OR UTILITY EASEMENT.
(D) LANDSCAPE EASEMENTS (L.E.) ARE CREATED TO MAINTAIN LANDSCAPE.

- NO BUILDING OR OTHER STRUCTURE SHALL BE IN ACCORDANCE WITH BUILDING PLANS, SPECIFICATIONS, PLAT PLANS, AND DESIGN AND COLOR SCHEMES WITH THE EXISTING; AND FINISHED GROUND ELEVATION, BY A BUILDING (1) WITHIN THE SUBDIVISION, RESERVATION OF RIGHTS OF THE SUCH DESIGN AND LOCATION, OR TO DESIGNATE A LOT SUBMITTED TO IT FOR ITS APPROVAL WITHIN A PERIOD OF THIRTY (30) DAYS AFTER THE DATE OF THE APPROVAL, NOR THE DESIGNATED REPRESENTATIVES SHALL BE COMMITTEED. THE OWNERS OF THE LOTS, BY A MAJOR COVENANT.
- FRONT BUILDING LINES (B.L.) AND FRONT PROPER STRUCTURE, OTHER THAN DRIVEWAYS, SHALL BE ERECTED WITHIN THE SUBDIVISION IN ACCORDANCE WITH THE PLAN COMMISSION OR FRANKLIN BOARD OF ZONING AND PLANNING.
- IF THE PARTIES HERETO, OR ANY OF THEM, OR COVENANTS, RESTRICTIONS, PROVISIONS, OR COVDIT SITUATED IN THE SUBDIVISION TO PROSECUTE ANY ATTEMPTING TO VIOLATE SUCH COVENANT, AND EIR FOR SUCH VIOLATION.
- NO FENCE, WALL, HEDGE OR SHRUB PLANTING IN THE STREET, SHALL BE PLACED OR PERMITTED TO RIGHT-OF-WAY LINES AND A LINE CONNECTING THE CORNER OF A ROUNDED PROPERTY CORNER, FROM THE CENTER OF CURVATURE TO THE CORNER OF THE PROPERTY LINE. NO TREE SHALL BE PERMITTED TO REMAIN INSUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF ANY LOT, THE PURPOSE OR RESULT OF WHICH WILL BE TO OBTAIN A VIEW FROM ANY LOT, WHICH WILL BE TO ANY OTHER PROPERTY.
- ALL RESIDENCE CONSTRUCTED WITHIN THE SUBDIVISION SHALL BE EITHER CONCRETE OR ASPHALT. ANY CHANGE IN APPROVAL.
- NO HOTEL BUILDING, BOARDING HOUSE, MEDICAL BUILDING OR MAINTAINED ON ANY LOT IN THIS SUBDIVISION.
- NO TRAILERS, SHACKS, OR OUTHOUSES OF ANY KIND BUILT DURING THE CONSTRUCTION OF THE PROJECT.
- NO FARM ANIMALS, FOWLS, OR DOMESTIC ANIMALS BE KEPT ON ANY LOT IN THIS SUBDIVISION.
- NO NOXIOUS, UNLAWFUL, OR OTHERWISE OFFER BE DONE THEREON, WHICH MAY BE OR MAY BECOME A NUISANCE.
- NO PRIVATE OR SEMI-PRIVATE WATER SUPPLY IS NOT IN COMPLIANCE WITH REGULATIONS OR PROVISIONS OF THE BOARD OF PUBLIC WORKS, WHICH WILL BE TO ANY OTHER PROPERTY.
- THE REPAIR OR STORAGE OF INOPERATIVE MOTOR VEHICLES, UNLESS ENTIRELY WITHIN A GARAGE OR PORCH, SHALL BE PROHIBITED ON ANY LOT.
- NO SCHOOL, PRESCHOOL, DAY-CARE FACILITY, OPERATED UPON ANY LOT.
- NO EXTERIOR LIGHTING SHALL BE DIRECTED AT MORE THAN NORMAL CONVENIENCE LIGHTING, UNLESS NECESSARY.
- ALL LAUNDRY SHALL BE DRIED ON A SPECIAL PLACED AT THE REAR OF EACH LOT, CLOTHESLIPS.
- NO SIGNS OF ANY NATURE, INCLUDING FOR THE RIGHT-OF-WAY OR ANY PART OF THE SUBDIVISION AND ITS AGENTS IN THE DEVELOPMENT OF THE PROJECT.
- NO OUTSIDE TELEVISION ANTENNAS WILL BE PLACED ON ANY LOT INVOLVED. NO FREESTANDING ANTENNAS.
- OWNERS SHALL NOT DUMP TRASH, WASTE, OR DEBRIS IN THE PROPERTIES. ALL TRASH, GARBAGE AND DEBRIS SHALL BE REMOVED FROM THE PROPERTIES AND PROVIDED APPROVED RECEPTACLES FOR GARBAGE, AN APPROVED GRILL OR FIRE RING. ALL OPEN FIRES SHALL BE PROHIBITED.
- IT SHALL BE THE RESPONSIBILITY OF THE OWNER PROVISIONS OF THE DRAINAGE PLANS AS APPROVED BY THE COUNTY DRAINAGE BOARD AND THE REQUIREMENT TO MAINTAIN THE DRAINAGE SYSTEM.
- DRAINAGE DITCHES ALONG DEDICATED ROADWAYS SHALL BE MAINTAINED BY THE OWNER OF THE PROPERTY. OWNERS MUST MAINTAIN THE DRAINAGE SYSTEM. PARKING AREAS MUST BE CONTAINED ON THE PRIVATE PROPERTY. DRIVEWAYS MAY BE CONSTRUCTED OVER DRAINAGE DITCHES IF APPROVED BY THE BOARD OF PUBLIC WORKS.
- ANY PROPERTY OWNER ALTERING, CHANGING, OR REMOVING ANY STRUCTURE OR WALL, SHALL BE RESPONSIBLE FOR SUCH ACTION AND WILL BE OVEN TEN (10) DAYS AFTER THE DATE OF SUCH ACTION, TO NOTIFY THE AFFECTED PROPERTY OWNER FOR IMMEDIATE ACTION.
- UNLESS A DELAY IS CAUSED BY STRIKES, WARS, OR OTHER UNUSUAL CIRCUMSTANCES, THE BUILDING COMMITTEE MAY RE-ENTER THE PROPERTY AT ANY TIME AFTER PAYMENT OF THE TIME OF SALE.
- NO CAMPERS, MOTOR HOMES, TRUCKS OR BUSES SHALL BE KEPT ON ANY LOT IN THIS SUBDIVISION.
- LOT OWNERS SHALL NOT PERMIT THE GROWTH OF WEEDS OR UNDESIRABLE PLANTS ON ANY LOT, THE LOT OF SUCH GROWTH AT THE EXPENSE OF ESTATE FOR THE EXPENSE THEREOF.
- ANY GAS OR OIL STORAGE TANKS USED IN CONNECTION WITH THE SUBDIVISION SHALL BE KEPT IN SUCH A MANNER THAT THEY ARE COMPLETELY CONCEALED FROM VIEW.
- WALK EASEMENTS (W.E.) ARE HEREBY ESTABLISHED TO ALLOW PUBLIC ACCESS TO THE SUBDIVISION.
- IT IS EXPRESSLY UNDERSTOOD THAT THE BUILDING COMMITTEE, OR IN UNDERTAKING ANY MAJOR PROJECTS, SHALL BE ENTITLED TO INSTITUTE IN THE SUBDIVISION, OR OTHERWISE, TO COLLECT THE PERSONAL OBLIGATION OF THE OWNER OF A LOT, TO PAY ASSESSMENTS FOR THE PURPOSES OF THE BUILDING COMMITTEE, OR SUCH BUILDING COMMITTEE MAY ACCELERATE PAYMENT OF ASSESSMENTS FOR THE PURPOSES OF THE BUILDING COMMITTEE. THE BUILDING COMMITTEE MAY WAIVE OR OTHERWISE ESCAPE THE LIEN OF THE ASSESSMENTS PROVIDED FOR SUCH LOT AND TO ANY WALKS TAX OR SPECIAL ASSESSMENTS. THE BUILDING COMMITTEE, OR SUCH BUILDING COMMITTEE, SHALL HAVE THE RIGHT TO ENFORCE THE LIEN OF SUCH ASSESSMENTS. A TRANSFER SHALL RELIEVE SUCH LOT FOR LIEN OF SUCH ASSESSMENTS. THE BUILDING COMMITTEE SHALL, FROM TIME TO TIME, ENFORCE THE LIEN OF SUCH ASSESSMENTS. THE BUILDING COMMITTEE SHALL, FROM TIME TO TIME, ENFORCE THE LIEN OF SUCH ASSESSMENTS. THE BUILDING COMMITTEE SHALL, FROM TIME TO TIME, ENFORCE THE LIEN OF SUCH ASSESSMENTS.

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35. UPON THE TRANSFER OF OWNERSHIP OF ALL PLATTED LOTS, JEFFERSON POINTE, WILL CAUSE TO BE INCORPORATED UNDER THE LAWS OF THE STATE OF INDIANA, A NOT-FOR-PROFIT CORPORATION UNDER THE NAME "JEFFERSON POINTE HOMEOWNERS ASSOCIATION, INC." OR A SIMILAR NAME, AS SUCH AGENCY FOR THE PURPOSE OF OWNERSHIP AND MAINTENANCE OF ALL COMMON AREAS A DESIGNATED ON THE RECORDED PLAN; TO ASSUME THE RIGHTS AND DUTIES OF THE BUILDING COMMITTEE AS SPECIFIED IN THE RECORDED COVENANTS, AND ADMINISTER AND ENFORCE SAID COVENANTS, OBSERVING THE ASSESSMENTS AND CHARGES IMPOSED AND CREATED HEREBY AND HEREUNDER OR BY AND UNDER ANY OTHER AGREEMENT TO WHICH THE PROPERTY MAY AT ANY TIME BE SUBJECT, AND PROMOTING THE HEALTH, SAFETY AND WELFARE OF THE OWNERS OF THE PROPERTY; AND ALL PARTS THEREOF AND THAT SAID ASSOCIATION SHALL HAVE THE POWER TO ESTABLISH BY-LAWS, DULY RECORDED IN THE OFFICE OF THE RECORDER, JOHNSON COUNTY, INDIANA, ESTABLISHING PROCEDURES AND RULES FOR THE EFFICIENT EXECUTION OF THESE RECORDED COVENANTS. UPON INCORPORATION OF "JEFFERSON POINTE HOMEOWNERS ASSOCIATION, INC.", ALL LOT OWNERS ARE AUTOMATICALLY AND IMMEDIATELY MEMBERS OF THE CORPORATION.

36. THE RIGHT OF ENFORCEMENT OF EACH OF THE FOREGOING RESTRICTIONS BY RIGHT OF INJUNCTION, TOGETHER WITH THE RIGHT TO CAUSE THE REMOVAL BY DUE PROCESS OF LAW OF STRUCTURES ERECTED OR MAINTAINED IN VIOLATION THEREOF, IS RESERVED TO THE BUILDING COMMITTEE, AND THE OWNERS OF THE LOTS IN THE SUBDIVISION, THEIR HEIRS AND PERSONAL REPRESENTATIVES, THEIR SUCCESSORS AND ASSIGNEES, WHO ARE ENTITLED TO SUCH RELIEF WITHOUT BEING REQUIRED TO SHOW ANY DAMAGE OF ANY KIND TO THE BUILDING COMMITTEE OR TO ANY OTHER OWNER OR OWNERS. THE RIGHT OF ENFORCEMENT OF THE COVENANTS IS HEREBY ALSO GRANTED TO THE PLAN COMMISSION OF THE CITY OF FRANKLIN, ITS SUCCESSORS OR ASSIGNEES.

37. THE FOREGOING RESTRICTIONS MAY BE AMENDED AT ANY TIME BY THE OWNERS OF AT LEAST TWO-THIRDS (2/3) OF THE LOTS SUBJECT TO SUCH RESTRICTIONS. EACH SUCH AMENDMENT MUST BE EVIDENCED BY A WRITTEN INSTRUMENT, SIGNED AND ACKNOWLEDGED BY THE OWNER OR OWNERS CONCERNING THEREIN, SETTING FORTH FACTS SUFFICIENT TO INDICATE COMPLIANCE WITH THIS PARAGRAPH, AND RECORDED IN THE JOHNSON COUNTY RECORDER'S OFFICE. EXCEPT AS THE SAME MAY BE AMENDED FROM TIME TO TIME, THE FOREGOING COVENANTS WILL BE IN FULL FORCE AND IN EFFECT UNTIL JANUARY 1, 2025, AT WHICH TIME THEY WILL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS BY A VOTE OF THE MAJORITY OF THE THEN OWNERS IT IS AGREED THAT THESE COVENANTS SHALL TERMINATE IN WHOLE OR IN PART.

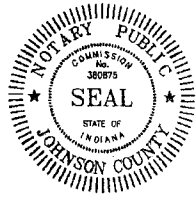
38. INVALIDATION OF ANY OF THESE COVENANTS AND RESTRICTIONS OR ANY PART THEREOF BY JUDGMENT OR COURT ORDER SHALL NOT AFFECT OR RENDER THE REMAINDER OF SAID COVENANTS AND RESTRICTIONS INVALID OR INOPERATIVE.

WITNESS MY HAND AND SEAL THIS _____ DAY OF JANUARY, YEAR OF 2000.

ALBERT STOUT

STATE OF INDIANA)
COUNTY OF JOHNSON)

SUBSCRIBED AND SWORN TO BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THIS _____ DAY OF JANUARY, YEAR OF 2000.



JAMES GREGORY CANTWELL
NOTARY PUBLIC
MY COMMISSION EXPIRES FEBRUARY 12, 2000.

CERTIFICATE OF APPROVAL

AFTER HAVING GIVEN PUBLIC NOTICE OF THE TIME, PLACE AND NATURE OF HEARING ON THE APPLICATION FOR PRIMARY APPROVAL OF THIS SUBDIVISION BY PUBLICATION IN THE DAILY JOURNAL MORE THAN TEN (10) DAYS BEFORE THE DATE SET FOR HEARING THEREON, UNDER AUTHORITY PROVIDED BY CHAPTER 136, ACTS 1957, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS SUPPLEMENTAL AND AMENDATORY THEREOF, THIS PLAT WAS GIVEN PRIMARY APPROVAL BY A MAJORITY OF THE MEMBERS OF THE CITY OF FRANKLIN PLAN COMMISSION MEETING HELD ON THE 8 DAY OF SEPTEMBER, 1998.

CITY OF FRANKLIN PLAN COMMISSION

BY: _____ PRESIDENT _____ SECRETARY

BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY, CITY OF FRANKLIN, JOHNSON COUNTY, INDIANA THAT THE DEDICATIONS SHOWN ON THE PLAT ARE HEREBY APPROVED AND ACCEPTED THIS _____ DAY OF _____ 2000.

NORMAN BLANKENSHIP, MAYOR
FRANKLIN, INDIANA

MEMBER _____ MEMBER _____

ATTEST:
JANET P. ALEXANDER, CLERK/TREASURER

ENTERED FOR TAXATION THIS _____ DAY OF _____ 2000.

DEBORAH A. SHUTTA, AUDITOR
JOHNSON COUNTY, INDIANA

NO: _____

RECEIVED THIS _____ DAY OF _____ 2000, AT _____ AND RECORDED IN PLAT BOOK _____ PAGE _____

FEE: _____

JEAN HARMON, RECORDER
JOHNSON COUNTY, INDIANA

COPY RECEIVED BY: MARLA A. HASH, ASSESSOR
JOHNSON COUNTY, INDIANA

SCALE NONE	REVISIONS	PROJECT JEFFERSON POINTE CITY OF FRANKLIN, JOHNSON COUNTY, IN. SHEET TITLE FINAL PLAT
DRAWN DFP		
DESIGNED BY	CKW LAND SURVEYING 229 South Main Street, Franklin, Indiana 46151 Office (317) 738-0761 - fax (317) 738-0761	
CHECKED BY		
JUR		SHEET 2
		OF 2
		WORK ORDER NO. 9900580
		DATE January 12 2000

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JEFFERSON POINTE

