



DAVID BRENTON'S TEAM

RE/MAX Select, REALTORS

48 N Emerson Ave Suite 600 Greenwood, IN 46143-8895

(317) 882-7210 Office • (317) 888-7201 Fax

www.move2indy.com

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.

All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot herein other than one single family dwelling, not to exceed 2 1/2 stories in height, and a private garage for not more than two cars, and residential accessory buildings.

No hotel, boarding house, double house, mercantile building, factor building, or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.

No building, structure, or appurtenance thereto, except fences shall be located within 5 feet of any side lot line, except where buildings are built upon more than one single lot, then this restriction shall apply to the side lot lines of the extreme boundaries of the multiple lots. No residence buildings shall be erected or maintained nearer than 15 feet or 15% of the lot frontage, whichever is the lesser, to any lot or property line upon which it is situated, including attached garages.

No trailers, shacks, or out houses of a permanent nature shall be erected or situated on any lot except during the period of construction of a proper structure and for use by the builder for his material and tools.

Building lines as shown on this plat in feet back from the street property lines are hereby established, between which line and the street property line there shall be erected or maintained no structure of any kind or part thereof other than a one story open porch.

All fences erected in this subdivision shall be of substantial construction, kept in good repair and reasonably erected to enclose the property and decorate the same without hinderance of obstruction to the adjacent property. No fence shall be erected other than a fence of a decorative nature not exceeding 3 feet 6 inches in height.

No farm animals shall be permitted on any lot or lots in this subdivision and no pets or domestic animals for commercial purposes shall be kept thereon.

No residence shall be erected or maintained on lots numbered from 1 through 13, both inclusive, having a ground floor area, exclusive of open porches and garages, of less than 1100 square feet in the case of a one story structure, nor less than 900 square feet in the case of a higher structure. No residence shall be erected or maintained on lots 14 through 39 both inclusive, having a ground floor area of less than 1050 square feet in the case of a one story structure, nor less than 900 square feet in the case of a higher building.

Private water supply and/or sewage system may be located, constructed and maintained to serve any building lot in this subdivision, provided said systems are approved in writing by the proper public and/or civil authorities.

No noxious trade or activity shall be carried on upon any lot in this subdivision, nor shall anything be done herein which may become an annoyance or a nuisance to the neighborhood at large.

If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants, restrictions, provisions or conditions herein, it shall be lawful for any person owning real estate in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and to prevent him or them from doing so, or to recover damages or other dues for such violation

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The foregoing restrictions, covenants and provisions shall run with the land and shall remain in full force and effect until January 1st, 1973, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by vote of the majority of the then owners of the lots in this subdivision it is agreed to change said covenants in whole or in part.

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

