



# **DAVID BRENTON'S TEAM**

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## **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.**

*Keeping*  
4524

PLAT OF SOUTH GROVE ADDITION SECOND SECTION  
Plat Book 31, page 53-54

- I. No residence or building accessory in use thereto shall be erected in this Addition on any lot closer than 4 feet to either side lot line at any point and the total side yard width on both sides of the house shall not be less than 20% of the average lot width, nor shall any residence be constructed closer than 25 feet to any rear lot line. When two or more lots in this Addition have a common owner, this restriction shall be inoperative as regards the placement of a residence or accessory building in relationship to lot lines lying between and being common to the several lots contained in such ownership, provided that only one residence is built on such lots.
- For purposes of interpretation of this restriction, a front lot line is defined as being the narrowest dimension of the lot at the street, the rear lot line as being the line most nearly opposite the front line, and all other lot lines are side lot lines.
- J. There are "utility strips", shown on the within plat which are reserved as easements for the use of the City in which this Addition is located, owners in this Addition, and public utility companies for the installation, use, maintenance, repair and removal of sewers, water mains, gas mains, utility poles, wires and other facilities and utilities necessary or incident to the common welfare and the use and occupancy for residential purposes of the houses to be erected in this addition. No building or other structure except walks or driveways shall be erected or maintained upon, over, under or across any such utility strip for any use except as set forth herein and owners any such utility strip for any use except as set forth herein and owners in this Addition shall take title to the land contained in such utility strips subject to the perpetual easement hereby reserved.
- K. There are "Sewer easements", shown on the within plat which are reserved for the drainage of storm water, whether by swale, ditch or storm sewer and/or installation and maintenance of sanitary sewers to serve the lots in this Addition. No structures other than storm water drainage structures and/or sanitary sewer structures shall be erected in, on, over, under or across any such easements, except that a "sewer easement" may also be used as a "utility strip" and structures permitted in a "utility strip" may be erected therein provided that they do not interfere with the flow of water.
- Owners in this Addition shall take title to the land contained in such "sewer easements" subject to the perpetual easement herein granted and by acceptance of title agree to keep and maintain such easement in a condition which will insure its primary function as a means of disposing of storm water.
- The right to enforce this provision "K" is hereby dedicated to the public and to the governmental bodies within those limits the platted real estate is now or shall hereafter be situated and this right shall be in addition to, and not derogation of, the right of enforcement set out under provision L.
- L. Lot Area and Lot Width. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the building set back line nor shall any dwelling be erected or placed on any lot having an area of less---7200 square feet.
- 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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- N. 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.
- O. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Land Deed Record 59  
Page 57  
Recorded January 16, 1914

And the said grantee for himself, his heirs, executors, administrators and assigns does further covenant with the said grantor and its grantees and assigns that no intoxicating liquors shall be either manufactured or sold on said lot.

And it is further covenanted between the said parties hereto that the aforesaid covenants shall run with said land for the benefit of other lands owned by the grantor or its assigns in the vicinity of said premises granted to the grantee aforesaid.