



# **DAVID BRENTON'S TEAM**

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## **RE/MAX Select, REALTORS**

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

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

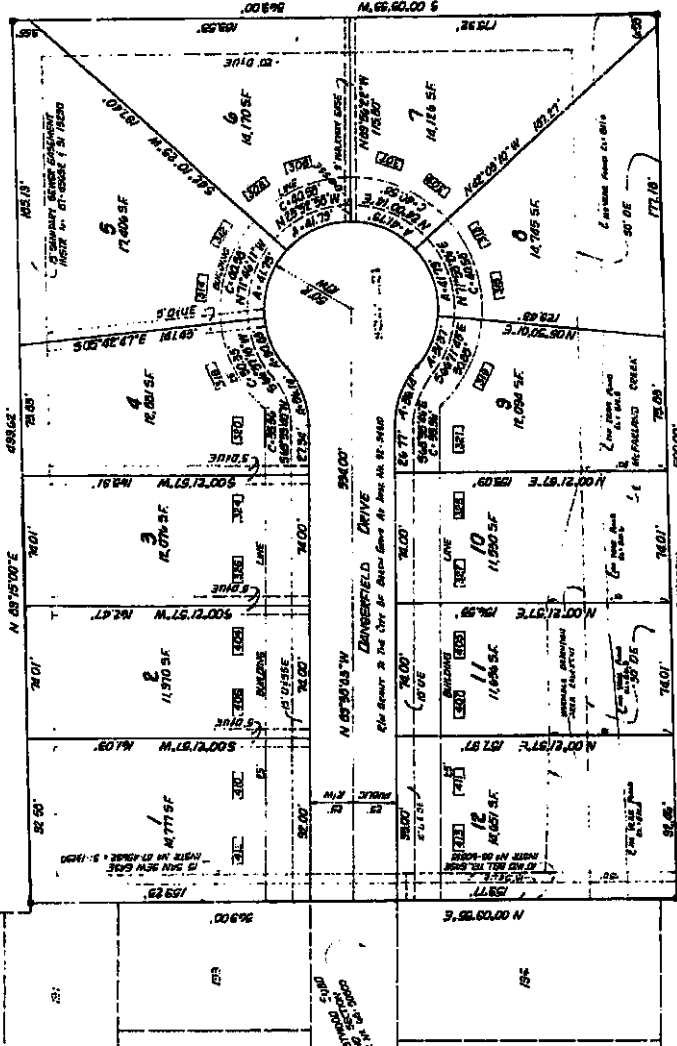
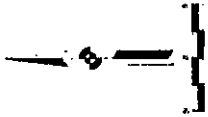
**[www.move2indy.com](http://www.move2indy.com)**

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.**

# SOUTH PARK VILLAGE

CITY OF BEECH GROVE



### LEGAL DESCRIPTION

A part of the East Half of the Southwest Quarter of Section 7, Township 13 North, Range 4 East of the Second Principal Meridian, Jackson County, Indiana, being more particularly described as follows:

Lot 1, 17,406 SF  
 Lot 2, 14,770 SF  
 Lot 3, 14,770 SF  
 Lot 4, 14,770 SF  
 Lot 5, 17,406 SF  
 Lot 6, 14,770 SF  
 Lot 7, 14,770 SF  
 Lot 8, 14,770 SF  
 Lot 9, 14,770 SF  
 Lot 10, 14,770 SF  
 Lot 11, 14,770 SF  
 Lot 12, 14,770 SF

The subdivisions shown on this plat were approved by the City of Beech Grove, Indiana, on the 15th day of August, 1924, and the same are hereby made a part of the public record of the County of Jackson, Indiana, and the City of Beech Grove, Indiana, for the purpose of recording the same.

Witness my hand and the seal of the City of Beech Grove, Indiana, this 15th day of August, 1924.

City Clerk

No person will be allowed to build on any lot shown on this plat until the same has been surveyed and the survey has been approved by the City of Beech Grove, Indiana, and the same has been recorded in the public records of the County of Jackson, Indiana, and the City of Beech Grove, Indiana, for the purpose of recording the same.

Witness my hand and the seal of the City of Beech Grove, Indiana, this 15th day of August, 1924.

City Clerk

1924 AUG 15

OLD UNLESS RECORDED  
 BEFORE 1-1-84



W. J. LISBEE  
 Notary Public

Beach Grove, Indiana, August 15, 1924. I, the undersigned, being a duly qualified and acting City Clerk of the City of Beech Grove, Indiana, do hereby certify that the foregoing is a true and correct copy of the original plat of the same as the same appears on file in the office of the City Clerk of the City of Beech Grove, Indiana, and that the same has been recorded in the public records of the County of Jackson, Indiana, and the City of Beech Grove, Indiana, for the purpose of recording the same.

Witness my hand and the seal of the City of Beech Grove, Indiana, this 15th day of August, 1924.

City Clerk

NO.	DESCRIPTION	ACRES
1	LOT 1	17.406
2	LOT 2	14.770
3	LOT 3	14.770
4	LOT 4	14.770
5	LOT 5	17.406
6	LOT 6	14.770
7	LOT 7	14.770
8	LOT 8	14.770
9	LOT 9	14.770
10	LOT 10	14.770
11	LOT 11	14.770
12	LOT 12	14.770

## RESTRICTIVE COVENANTS

We, the undersigned Community Development II, Incorporated, owners of the real estate shown and described herein, do hereby lay off, plat and subdivide said real estate in accordance with the hereto plat.

This subdivision shall be known and designated as SOUTH PARK VILLAGE, an addition to the City of Beech Grove, Marion County, State of Indiana. All streets and 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, 2022, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then 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 judgment or court order shall in no wise 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 for the benefit of each and every owner of any lot or lots in the subdivision, binding all the same, now and hereafter, and their grantees, their heirs and personal representatives, and where applicable, their successors and assigns.

Each half of a duplex or double shall have a minimum living area exclusive of garages and open porches of one thousand (1000) square feet.

Each individual lot conveyance is subject to the restrictive covenant that no one under the age of fifty-five (55) shall occupy said real estate unless approved by a majority of the voting members of the not for profit corporation described in the covenants of said subdivision. This restriction shall be a covenant running with the land.

1. Each lot shall be divided into separately designated tracts and each tract shall be conveyed as a separately designated legally described freehold estate, subject to the terms, conditions and provisions in these covenants set forth. The tracts shall be delineated and described as a 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 perimeter.

2. Lots designated in this plat are hereby reserved for attached single-family residential use and will have erected thereon dwellings which shall share a double common wall with a similar single-family structure on the lot, such double 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 each house 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 wall 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.

3. The division walls between any tract described herein and the tract immediately adjoining it shall be a double common wall or party wall and the adjoining landowners shall have cross easements in the walls, and the double walls shall be used for the joint purposes of the building separated by it.

4. Should the common wall or party wall, at any time while in use by both parties as aforesaid, be injured 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 from insurance against such injury or destruction shall be first applied to such repair or restoration. Should the double common wall be injured 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.

5. 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 in any part of the land owned or to be acquired by the other party, the creation of rights in a common wall being the sole purpose hereof.

6. In the event of a dispute or controversy as to any matter within or arising out of these

1. Each lot shall be divided into separately designated tracts and each tract shall be conveyed as a separately designated legally described freehold estate, subject to the terms, conditions and provisions in these covenants set forth. The tracts shall be delineated and described as a metes and bounds part of the lot of which it is a part, done as such time as the dwellings are complete enough to establish the relationship of the party wall to the lots perimeter.

2. Lots designated in this plat are hereby reserved for attached single-family residential use and will have erected thereon dwellings which shall share a double common wall with a similar single-family structure on the lot, such double 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 each house 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 wall 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.

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6. 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 arbitration of the 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.

7. 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 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 overhead or in adequate underground conduit, to serve the need 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 circumstance 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 waterflow. Said areas are subject to construction or reconstruction to any extent, necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision. Said easements are for the mutual use and benefits 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 the South Park Village, upstream or downstream, affected by such use. (B) Sewer Easements (S.E.) are created for the use of local governmental agency having jurisdiction over the storm and sanitary waste disposal system designated to serve the addition for 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, ducts, poles, line and wires, 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 fences, shall be built on any drainage, sewer or utility easements.

8. No building or other structure shall be erected, placed upon, altered, or repainted on any lot in this subdivision until building plans, specifications, plot plans, and color schemes are

approved as to the conformity and harmony of exterior design and color schemes with existing structures within the subdivision, and as to the building with respect to topography and finished ground elevation, by a building committee composed of Mauri Young, or by their successors, in the event of the death, disability or resignation of any member of said committee, any remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plan submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the owner may proceed then with the building according to the plans submitted, without approval. Neither the building committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. Upon the death, disability or resignation of all of the original members of the building committee, the owners of the lots, by a majority, shall elect a new building committee for the purpose set forth in these covenants.

9. Front building lines (U.L.) are hereby established, between which lines and the front property lines, no permanent or other structure, other than drives, shall be erected and maintained. Side and rear building lines are established in accordance with the zoning ordinances applicable to the subdivision and variances therefrom as may have been granted by the Metropolitan Development Commission of Marion County under Docket No. 91-2-172.

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

11. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points twenty-five (25) feet from the intersection of said street lines or in the case of a rounded property corner, from the intersection of the street lines extended. The same sightline limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonable so as to enclose the property and decorate the same without hindrance or obstruction to any other property.

12. All residence construction within the subdivision shall have attached garages. All driveways shall be hard surfaced with either concrete or asphalt. Any changes and alterations of structures or driveways are subject to building committee approval.

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

14. No trailers, trucks or outhouses of any kind shall be erected or situated on any lot herein, except that for use by the builder during the construction of a proper structure.

15. No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision.

16. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

17. No private, or semi-private water supply or sewage disposal system, may be located upon any lot in this subdivision which is not in compliance with regulations or procedure as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or any other method of sewage disposal shall be located or constructed on any lot or lots herein, except as approved by said health authority.

18. The repair or storage of inoperative motor vehicles, or material alteration of motor vehicles shall not be permitted on any lot, unless entirely within a garage permitted to be constructed by these covenants.

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18. The repair or storage of inoperative motor vehicles, or material alteration of motor vehicles shall not be permitted on any lot, unless entirely within a garage permitted to be constructed by these covenants.

19. No school, preschool, day-care facility, church or similar institution of any kind shall be maintained, conducted or operated upon any lot.

20. No exterior lighting shall be directed outside the boundaries of any lot, nor shall any lighting be used which constitutes more than normal convenience lighting, unless the same is approved by the building committee.

21. All laundry shall be dried on a special drying apparatus in the form of a folding rack or umbrella which shall be placed at the rear of each lot. Clotheslines shall not be strung or hung between trees and shrubbery on any lot.

22. No signs of any nature, including for sale or for rent signs, or other advertisement, shall be displayed on any lot, right-of-way or any part of the subdivision, except as approved by the building committee, or as used by the undersigned, and its agents in the development of the properties and the maintenance thereof during such development.

23. All television or other antennas shall be affixed to improvements located on the respective lot involved. No freestanding antennas for any purpose shall be permitted unless approved by the building committee. No outside television antennas will be permitted if a master antenna is available for a lot.

24. Owners shall not dump any trash, waste, refuse or other objectionable matter upon any lot, easement or common area within the properties. All trash, garbage and refuse stored on any lot shall be stored in covered receptacles. Owners must provide approved receptacles for garbage and trash. There shall be no burning of trash and no open fires, except fires in an approved grill or fire ring. All open fires are prohibited unless written approval is obtained from the building committee.

25. It shall be the responsibility of the owner of any lot or parcel of land within the plat to comply at all times with the provisions of the drainage plan as approved for this plat by the City of Indianapolis Board of Public Works and Safety Drainage Section and the requirements of all drainage permits for the plat issued those agencies.

26. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, filled or otherwise changed without the written permission of the City of Indianapolis Board of Public Works and Safety Drainage Section. Property owners must maintain these swales as graded grassways, or other non-curling surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Board of Public Works and Safety Drainage Section.

27. Any property owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given ten days notice by certified mail to repair said damage, after which time, if no action is taken, the Board of Public Works and Safety will cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment. Failure to pay will result in a lien against the property.

28. Unless a delay is caused by strikes, war, coast injunction or acts of God, the exterior of any dwelling or structure built upon any lot shall be completed within one (1) year after the date of commencement of the building process, after which time, the building committee may re-enter, take possession of said lot, without notice, sell the same together with improvements; and after payment of liens and expenses, pay the balance of the sale proceeds to the owner of said lot at the time of sale.

29. No campers, motor home, truck, trailer or boat may be stored on any lot in open public view.

30. Lot owner shall not permit the growth of weeds and voluntary trees and bushes, and shall keep their lot reasonable clear from unsightly growth at all times. Failure to comply shall warrant the building committee to cut weeds and clear the lot of such growth at the expense of the lot owner, and the building committee shall have a lien against said real estate for the expense thereof.

31. Any gas or oil storage tanks used in connection with a lot shall be either buried, or located in a garage or house, in such a manner that they are completely concealed from public view.

32. Walk easements (W.E.) are hereby established as set forth on the recorded plat for the purposes of construction and maintenance of sidewalks to allow public passage therein.

33. It is expressly understood that the building committee may make assessments to cover any costs incurred in enforcing these covenants, or in undertaking any maintenance or other activity which is a responsibility of a lot owner, but which such lot owner has not undertaken as required hereunder. Any such assessment shall be assessed only against those lot owners whose failure to comply with the requirements of these covenants has necessitated the action to enforce these covenants or the undertaking of the maintenance, or other activity.

34. Each owner of a lot by acceptance of a deed therein, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay assessments as the same become due in a manner herein provided. All such assessments, together with the interest thereon and

costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made until paid in full. Such assessments shall also be the personal obligation of the owner of the lot at the time when the assessment became due and payable. Any assessment not paid within thirty (30) days after the date the same became due and payable shall bear interest from the due date at a percentage rate not greater than twelve per cent (12%) per annum. The building committee, or any member thereof, shall be entitled to institute in any court of competent jurisdiction such procedure, at law or in equity, by foreclosure or otherwise, to collect the delinquent assessment, plus any expenses or costs, including attorney fees, incurred by the building committee, or such member, in collecting the same. If the building committee has provided for collection of any assessment in installments, upon default in the payment of any one or more installments, the building committee may accelerate payment and declare the entire balance of said assessment due and payable in full. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or otherwise. The lien of the assessments provided for herein shall be subordinate to the lien of any recorded first mortgage covering such lot to any valid tax or special assessment lien on such lot in favor of any governmental taxing or assessing authority. Sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such lot from liability for any assessments due prior to

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35. Upon the transfer of ownership of all platted lots Community Development II, Inc. will cease, to be incorporated under the laws of the State of Indiana, a not-for-profit corporation under the name "South Park Village, Inc.", or a similar name, as such agency for the purpose of ownership and maintenance of all common areas as designated on the recorded plat, to assume the rights and duties of the building committee as specified in the recorded covenants, and administer and enforce said covenants, disbursing 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 bylaws, duly recorded in the Office of the Recorder, Marion County, Indiana, establishing procedures and rules for the efficient execution of these recorded covenants. Upon incorporation of "South Park Village, Inc.", all lot owners are automatically and immediately members of the corporation.

36. Right to enforce. The right to enforce each and all of the limitations, conditions and restrictions set forth herein, together with the right to cause the removal of any building erected or altered in violation thereof the injunction or other legal process, is hereby reserved to each and every owner of the several lots in this subdivision, their grantees and assigns, who shall be entitled to such injunctive relief without required to show any damages, together with reasonable attorney fees. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants or other limitations contained in this plat other than those covenant restrictions or limitations that expressly run in favor of the Metropolitan



**SOUTH PARK VILLAGE  
HOMEOWNERS ASSOCIATION**

April 2006

South Park Village Homeowners

Attached are proposed Amended and Restated Restrictive Covenants for South Park Village Homeowner's Association dated May 2006.

As a homeowner it is a requirement that you approve or disapprove these proposed Restrictive Covenants.

After you have had an opportunity for review, you will be contacted the last week of April for your approval or disapproval.

Board Of  
South Park Village Homeowner's Association

**AMENDED AND RESTATED  
RESTRICTIVE COVENANTS OF SOUTH PARK VILLAGE**

May \_\_, 2006

**I. Generally**

**1. Resolution** We, the South Park Village Homeowners Association, a non-profit Indiana corporation, the members of which are the owners of the real estate originally platted subdivision, and known as South Park Village, an addition to the City of Beech Grove, Marion County, State of Indiana, as evidenced by the signed votes of two-thirds of the members attached hereto, hereby amend and restate the original "Declaration" recorded as Instrument Number 75-69315 in the Office of the Recorder of Marion County, Indiana, and the "1<sup>st</sup> Amendment" recorded as Instrument Number 2003-0171660, in the Office of the Recorder of Marion County, Indiana.

**2. Purpose** 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 for the benefit of each and every owner of any lot or lots in the subdivision, binding all the same, now and hereafter, and their grantees, their heirs and personal representatives, and where applicable, their successors and assigns.

**3. Duration** The covenants herein are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2022, at which time said covenants shall be extended for successive periods of ten years unless by vote of a majority of the then owners of the building sites covered by these covenants, it is agreed to change such covenants in whole or in part.

**II. Building Restrictions**

**1. Square Footage** Each half of a duplex or double shall have a minimum living areas exclusive of garages and open porches of one thousand feet.

**2. Single-Family** Lots designated in the original plat are hereby reserved for attached single-family residential use and will have erected thereupon dwellings which shall share a double common wall with a similar single-family structure on the lot, such double common wall comprising a part of the common tract lines between such tracts.

**3. Building Lines** Front building lines (B.L.) are hereby established, between which lines and the front property lines, no permanent or other structure, other than drives, shall be erected and maintained. Side and rear building lines are established in accordance with the zoning ordinances applicable to the subdivision and variances therefrom as may have been granted by the Metropolitan Development Commission of Marion County under Docket No 91-Z-172.

**4. Walk Easements** Walk easements (W.E.) are hereby established as set forth on the original recorded plat for the purposes of construction and maintenance of sidewalks to allow public passage therein.

**5. Attached Garages** All residence construction within the subdivision shall have attached garages. All driveways shall be hard surfaced with either concrete or asphalt. Any changes and alterations of structures or driveways are subject to building committee approval.

**6. Antennas** All television or other antennas shall be affixed to improvements located on the

respective lot involved. No freestanding antennas for any purpose shall be permitted unless approved by the building committee.

7. Prior Approval No building or other structure shall be erected, placed upon, altered, or repainted on any lot in this subdivision until building plans, specifications, plot plans, and color schemes are approved as to the conformity and harmony of external design and color schemes with existing structures within the subdivision, and as to the building with respect to topography and finished ground elevation, by the building committee, which shall have full authority to approve or disapprove the such design and location.

8. Easements No structure, including fences, shall be built on any drainage, sewer, or utility easements.

9. Sight Lines No wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points twenty-five feet from the intersection of said lines or in the case of a rounded property corner, form the intersection of the street lines extended. The same sight line limitations shall apply to any lot within ten feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines. No fences shall be erected on any lot.

10. Trailers, Shacks No trailers, shacks, or outhouses of any kind shall be erected or situated on any lot herein, except that for use by the builder during construction of a proper structure.

11. Sewers No private, semi-private water or sewage disposal system, may be located upon any lot in this subdivision which is not in compliance with regulations or procedure as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or any other method of sewage disposal shall be located or constructed on any lot or lots herein, except as provide by said health authority.

12. Storage Tanks Any gas or oil storage tanks used in connection with a lot shall be either buried, or located in a garage or house, in such manner that they are completely concealed from public view.

### **III. Use Restrictions**

1. Age 55 Each individual lot conveyance is subject to the restrictive covenant that no one under the age of fifty-five shall occupy said real estate unless approved by a majority of the voting members of the South Park Village Homeowners Association. This restriction shall be a covenant running with the land.

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

3. Animals No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision.

4. Nuisances No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot within this subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. Vehicle Repair The repair or storage of inoperative motor vehicles, or material alteration of motor vehicles shall not be permitted on any lot, unless entirely within a garage permitted to be constructed by these covenants.

6. Childcare, Church No school, preschool, childcare facility, church, or similar institution of any kind shall be maintained, conducted, or operated on any lot.

7. Exterior Lights No exterior lighting shall be directed outside the boundaries of any lot, nor shall lighting be used which constitutes more than normal convenience lighting, unless same is approved by the building committee.

8. Laundry All laundry should be dried on a special drying apparatus in the form of a folding rack or umbrella which shall be placed at the rear of each lot. Clotheslines shall not be strung or hung between trees and shrubbery on any lot.

9. Signs No signs of any nature, including for sale or for rent signs, or other advertisement, shall be displayed on any lot, right-of-way or any part of the subdivision, except as approved by the building committee.

10. Vehicle Storage No campers, motor home, truck, trailer or boat may be stored on any lot in open public view.

11. Garbage Owners shall not dump any trash, waste, or refuse or other objectionable matter upon any lot, easement, or common area within the properties. All trash, garbage, and refuse stored on any lot shall be stored in covered receptacles. Owners must provide approved receptacles for garbage and trash. There shall be no burning of trash and no open fires, except fires in an approved grill or fire ring. All open fires are prohibited unless written approval is obtained from the building committee.

12. Lawns Lot owner shall not permit the growth of weeds and voluntary trees and bushes, and shall keep their lot reasonably clear from unsightly growth at all times.

#### **IV. Easements for Drainage, Sewer, and Utilities**

1. Generally Lots are subject to drainage easements, sewer easements, and utility easements, either separately or in any combination of the three, as shown on the original 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 circumstance 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 waterflow. Said areas are subject to construction or reconstruction to any extent, necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision. (B) Sewer Easements (S.E.) are created for the use of any local government agency having jurisdiction over the storm and sanitary waste disposal system designated to serve the addition for the purpose of installation and maintenance of sewers that are part of said system. (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, ducts, poles, line, and wires, meters, and meter boxes. All such easements include the

right of reasonable ingress and egress for the exercise of rights, including reading of meters.

**2. Swales** It shall be the responsibility of the owner of any lot or parcel of land within the plat to comply at all times with the provisions of the drainage plan as approved for this plat by the City of Indianapolis Board of Public Works and Safety Drainage Section and the requirements of all drainage permits for the plat issued by those agencies. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the City of Indianapolis Board of Public Works and Safety Drainage Section. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the City of Indianapolis Board of Public Works and Safety Drainage Section.

#### **V. Common Wall**

**1. Generally** Each wall which is built as part of the original construction of the house 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 the common wall 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 are to be used interchangeably.

**2. Easement** The division walls between any tract described herein and the tract immediately adjoining it shall be a double common wall or party wall and the adjoining landowners shall have cross easements in the walls, and the double walls shall be used for the joint purposes of the building separated by it.

**3. Liability** Should the common wall or party wall, at any time while in use by both parties as aforesaid, be injured by any cause other than the act or omission of either party, the wall shall be repaired or rebuilt as their joint expense, provided that any sum received from insurance against such injury or destruction shall be first applied to such repair or restoration. Should the double common wall be injured by the act of omission of either party, the wall shall be repaired or rebuilt by the party deemed responsible for the aforesaid act or omission.

#### **VI. Authority of the South Park Village Homeowners Association**

**1. Rights and Powers** Pursuant to these covenants, the South Park Village Homeowners Association has the following rights and powers:

1. Ownership and maintenance of all common areas designated on the original recorded plat;
2. Administration and enforcement of the covenants;
3. Assessments and disbursements of assessments and charges imposed hereby and hereunder the covenants;
4. Establishment of bylaws and procedures for the Association;
5. Establishment of rules in furtherance and enforcement of the covenants;
6. Lawn care, snow removal, and related maintenance on common and private areas.

2. Building Committee The building committee members shall be appointed by the South Park Village Board President.

## **VII. Assessments**

1. Generally Each owner of a lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay assessments and charges as the same become due in a manner herein provided. Assessments include general assessments, special assessments, and individual assessments. All assessments, together with the interest and charges, costs and attorney's fees thereon and collection as herein provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made until paid in full. Such assessments shall also become the personal obligation of the owner of the lot at the time when the assessment became due and payable. Any assessment not paid within thirty days after the date the same became due and payable shall bear interest or late fee charges, as may be written in the by-laws. Any suit instituted by the South Park Village Homeowners Association, at law or in equity, by foreclosure or otherwise, to collect the delinquent assessment, plus any expenses or costs, including attorney fees, incurred by the building committee, or such member, in collecting same. No owner may waive or otherwise escape liability for the assessments provided herein by abandonment of his lot or otherwise. No sale or transfer shall relieve such lot from liability for any assessments. The building committee shall, upon demand at any time, furnish a certificate in writing, that the assessments on the lot have been paid, or that certain assessments remain unpaid, as the case may be.

2. General Assessments General assessments are assessments levied on every lot and owner annually to cover the anticipated operating costs, maintenance, covenant enforcement, and related items. The budget is to be proposed by the officers of the South Park Village Homeowners Association and approved by a majority of the members.

3. Special Assessments Special assessments are levied on every lot and owner as necessary to cover unanticipated or special projects. The assessment is to be proposed by the officers of the South Park Village Homeowners Association and approved by two-thirds of the members.

4. Individual Assessments Individual assessments are levied on particular lots and owners for violations of covenants. These assessments are dictated by the building committee in conformity with the covenant and bylaws, and may include charges, interest, costs of enforcement, damages, and attorney's fees.

## **VIII. Enforcement of Restrictions**

1. Arbitration In the event of dispute or controversy as to any matter within or arising out of these covenants, such dispute or controversy shall be submitted to the arbitration of the 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.

2. Legal Relief If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for the building committee or any other person owning any real property situated in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent him or them from doing

so, or to recover damage or other dues for such violation, together with reasonable attorney fees.

3. Injunctive Relief The right to enforce each and all of the limitations, conditions and restrictions set forth herein, together with the right to cause the removal of any building erected or altered in violation thereof through injunction or other legal process, is hereby reserved to each and every owner of the several lots in this subdivision, and the building committee, who shall be entitled to such injunctive relief without being required to show any damages, together with reasonable attorney fees.

4. Time for Response If the building committee fails to act upon any plan submitted for its approval within a period of thirty days from the submission date of the same, the owner may proceed then with the building according to the plans submitted, without approval.

5. Costs of Enforcement It is expressly understood that the building committee may make assessments to cover any costs incurred in enforcing these covenants, or in undertaking any maintenance or other activity which is a responsibility of a lot owner, but which such lot owner has not undertaken as required hereunder. Any such assessment shall be assessed only against those lot owners whose failure to comply with the requirements of these covenants has necessitated the action to enforce these covenants or the undertaking of the maintenance or other activity. In addition to assessments, lot owners may be charged penalties explicitly established in the rules or by-laws failure to comply with the covenants.

#### **IX. Amendment of Covenants and Restrictions**

The foregoing restrictions may be amended at any time by the owners of at least two-thirds 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 concurring therein, setting forth facts sufficient to indicate compliance with this paragraph, and recorded in the Marion County Recorder's Office.

#### **X. Miscellaneous**

1. Dedication All streets and alleys and public open spaces shown and not heretofore dedicated are hereby dedicated to the public.

2. Severability Invalidation of any one of the foregoing covenants by judgment or court order shall in no wise affect any of the other covenants which shall remain in full force and effect.