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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.

EXHIBIT
ARLINGTON AVENUE
NORTH LOT DEED COVENANTS

The property described in the Deed to which these covenants are attached shall be held, sold and conveyed subject to the following easements, covenants and restrictions:

1. No residence shall be erected or maintained on any lot having a total living area, exclusive of porches and/or attached garages, of less than 3500 square feet. All dwellings must be fully completed on the outside before being occupied.
2. Prior to the issuance of a building permit and/or prior to construction (if no permit required) of the primary residence, in ground or above ground pool(s), mini-barn(s), temporary or permanent storage shed(s), detached garage(s), hot-tub(s), deck(s), fence(s), porch(es), or other addition(s), detailed construction plans and landscaping plans shall be submitted to the owner(s) of the remaining part of the unplatted portion of the original ten (10) acre parcel which was rezoned in Case No. 97-CP-2Z, for their review. Said owner(s) shall review said plans within sixty (60) days to confirm compliance with the written standards and also that the project is of a suitable quality and design and will not damage the usefulness or the fair market value of the said reviewing owner(s) property. No construction shall commence without such unanimous approval of the reviewing owner(s). Approval shall be deemed granted if not denied in writing within 60 days of receipt of the required plans by the reviewing owner(s).
3. ~~No building shall exceed thirty-five (35) feet in height without a written waiver signed by Barbara A. Jackson or her heirs or assigns prior to construction.~~
4. No mobile home, construction trailer, unfinished basement, tent, shack, barn, or any temporary or permanent outbuilding erected upon any lot shall, at any time, be used as a residence, either temporarily or permanently. A job trailer and/or an outhouse may be placed on the lot, during the period of construction only.
5. No noxious or offensive activity shall occur on any lot, nor shall anything be done thereon which reasonably is or may become an annoyance or nuisance to the surrounding neighborhood. No pigs, goats, livestock or poultry of any kind shall be raised, bred, or kept on any lot. Dogs, cats, or other common household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. No more than two (2) pet dogs over the age of four (4) months may be kept on any lot.
6. No sign of any kind shall be displayed to public view, except that one professional sign of not more than five square feet in area advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period may be displayed.
7. All lawns shall be finished, graded and seeded within sixty days after completion of the principal building. All weeds shall be eradicated or mowed. All lawns shall be neatly and regularly mowed and/or maintained in a manner consistent with the surrounding lots. All gardens shall be limited to the usual home garden type.
8. No modular homes, log homes, manufactured homes, mobile homes, or house trailers shall be constructed or placed on any lot.

9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, junk or other unsightly materials or other waste shall not be kept except in sanitary containers. No inoperable or junk vehicles, or automobiles or trucks under major repair, shall be placed on any lot. No trash, grass clippings or other refuse shall be dumped on any adjacent property.
10. Following the closing on any sale of any lot by Declarant to the new owner or their builder, and prior to and during the construction of any residence or building on any lot, said lot shall be neatly maintained by the new owner. The new owner and/or the builder shall be responsible for all expenses and damages to any other surrounding real estate which are caused by breach of this covenant.
11. Each residence shall have at least a two car attached garage, with no carports to be allowed.
12. No concrete block will be used on the exterior of the residences, with the exception that concrete block may be used for the building foundation.
13. An easement for drainage and all utility purposes across the South 10 feet of this lot, the specific description of which will be included in the Deeds for Lots 1 and 2 of Evergreen Subdivision and in the Deed herein, has been reserved for the benefit of said Lots 1 and 2. This easement shall be twenty (20) feet in width, the center line of which shall be the swale along the common border between the two Lots outside the platted area making up the balance of the original ten acre parcel, of which this North lot is one. This easement shall extend in a primarily Westerly direction along such approximate common border, from the West edge of the platted area at the common border between Lots 1 and 2, approximately West to the West edge of the original 10 acre tract. Any and all improvements, construction, et cetera within such easement area shall be the sole responsibility of the owners of Lot 1 and/or Lot 2. To the extent that any lines or structures benefit both lots, the construction costs, maintenance and repair, et cetera shall be shared equally between the owners of Lots 1 and 2. Any construction within such easement shall be co-ordinated with the owner(s) of the balance of the ten (10) acre tract. Following the completion of construction the disturbed ground will be restored to as near as possible to pre-existing condition; again, at the sole expense of the owner(s) of the tract(s) benefiting from said construction or improvement.
14. Any existing underground tiles and/or drainage lines shall not be damaged, restricted or stopped up by any Lot Owner.
15. An additional 10 foot half right of way, along the Arlington Avenue frontage, resulting in a total 35 foot half right of way as indicated on the Final Plat, must be dedicated by the lot owner to DCAM Transportation prior to receiving a building permit.
16. This lot shall not be further subdivided.
17. The lot owner is responsible for the lot's compliance with the overall drainage plan for the subdivision and/or any requirements from any of the other agencies of the City of Indianapolis, the State of Indiana, et cetera, necessary for the lot to comply with the applicable code.