

The undersigned, The Colleze Life Insurance Company of America, by John Rabb Erlson, Vice-President and George B. Jeffrey, Secretary, being the owner of record of a plat and subdivide the same into lots and streets in accordance with the within plat.

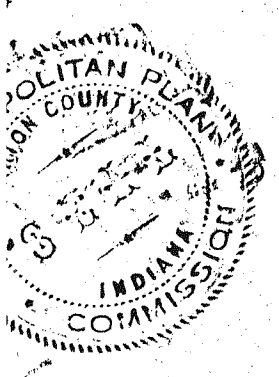
The within plat shall be known and designated as "AVALON HILLS-SECTION THIRTEEN", an Addition in Marion County, Indiana.

- A. All streets shown and not heretofore dedicated are hereby dedicated to the public.
- B. All numbered lots in this addition shall be designated as residential lots. Only one single family dwelling with accessory building and not exceeding two stories in lots.
- C. Front and side building lines are established as shown on this plat between which lines and the property lines of the street, no structure shall be erected or maintained planting which obstructs sight lines at elevations between 2 and 6 feet above the street shall be placed or permitted to remain on any corner lot within the triangular and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street line shall apply to any lot within 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 unless foliage line is maintained at sufficient height to prevent obstruction of sight line.
- D. No trailer, tent, shack, basement, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residential purposes on any lot or camper of any kind (including but not in limitation thereof house trailers, camping trailers or boat trailers) shall be kept or parked upon said lot except within a
- E. No noxious or offensive trade shall be carried upon any lot in this addition nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
- F. No lot in this subdivision shall be resubdivided into a building lot having an area of less than 15,000 square feet.
- G. No poultry or farm animals shall be raised or maintained on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or bird.
- H. There are strips of ground as shown on the within plat marked "Drainage Easements" (D.E.), "Sewer Easements" (S.E.) and "Utility Easements" (U.E.), either separately are reserved for the use of public utility companies and governmental agencies, as follows: "Drainage Easements" (D.E.) are created to provide paths and courses for overland or in adequate underground conduit, to serve the needs of this and adjoining ground and/or the public drainage system. No structure, including fences, shall obstruct flow from the area being served. "Sewer Easements" (S.E.) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary and/or county for the purposes of installation, and maintenance of mains, ducts, poles, lines, wires, and also all rights and uses specified for sewer easements above transportation companies, for the installation, and maintenance of mains, ducts, poles, lines, wires, and also all rights and uses specified for sewer easements above addition shall take title subject to the rights of the public utilities, governmental agencies, and the rights of the other lot owners in this addition, to said easements, along and through the strips of ground for the purposes herein stated.
- I. No residence or outbuildings may be erected on the above described property for a period of twenty (20) years from date hereof until the plan, elevation, location and College Life Insurance Company of America, its nominee, successors or assigns, nor shall any change or alteration be made in the exterior design of any such residence construction thereof, and during said period of time, until approval thereof has been given by The Colleze Life Insurance Company of America, its nominee, successors time, no fences or walls may be erected on the above described property without such approval; provided, however, such approval shall be presumed unless notification provided by The Colleze Life Insurance Company of America, its nominee, successors or assigns, within fifteen (15) days following submission of any such plans.
- J. The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by due process of law of structures is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs or assigns, and the Metropolitan Plan Commission, their successor relief without being required to show any damage of any kind to any such owner or owners by or through any such violation or attempted violation. Said provision shall March 1, 1989, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners covenants in whole or in part. Invalidation of any one of the covenants by judgement or court order shall in no wise affect any of the other provisions which shall

IN WITNESS WHEREOF, The Colleze Life Insurance Company of America, by John Rabb Erlson, Vice-President, and George B. Jeffrey, Secretary, have executed this instrument a day of January, 1967.

STATE OF INDIANA )  
COUNTY OF MARION ) SS

Personally appeared before me, the undersigned, a Notary Public, in and for said county



**FINAL APPROVAL**

PLAT COMMITTEE OF  
METROPOLITAN PLAN COMMISSION  
MARION COUNTY, INDIANA

APPR. 19 1967

PROPER PUBLIC NOTICE OF THE  
HEARING HAS BEEN PUBLISHED

*John Rabb Erlson*

THE COLLEGE  
*John Rabb Erlson*

John Rabb Emison, Vice-President and George B. Jeffrey, Secretary, being the owner of record of all of the included tract, do hereby lay off, within plat.

ON THIRTEEN", an Addition in Marion County, Indiana.

to the public.

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between which lines and the property lines of the street, no structure shall be erected or maintained. No fence, wall, hedge or shrub set above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations set line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distance of such intersection structure of sight line.

or temporary structure shall be used for temporary or permanent residential purposes on any lot in this addition, and no boat, trailer or trailers, camping trailers or boat trailers) shall be kept or parked upon said lot except within a garage or other approved structure.

addition nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

having an area of less than 15,000 square feet.

This restriction shall not prohibit a resident from keeping a usual pet animal or bird.

Ge Easements" (D.E.), "Sewer Easements" (S.E.) and "Utility Easements" (U.E.), either separately or in any combination of the three which agencies, as follows: "Drainage Easements" (D.E.) are created to provide paths and courses for area and local storm drainage, either its and adjoining ground and/or the public drainage system. No structure, including fences, shall be built upon said easements which will be created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city wewers that are part of said system. "Utility Easements" (U.E.) are created for the use of all public utility companies not including in this ns, ducts, poles, lines, wires, and also all rights and uses specified for sewer easements above designated. The owners of all lots in this es, governmental agencies, and the rights of the other lot owners in this addition, to said easement herein granted for ingress and egress ated.

roperty for a period of twenty (20) years from date hereof until the plan, elevation, location and grade thereof have been approved by The . assigns, nor shall any change or alteration be made in the exterior design of any such residence or outbuildings after the original thereof has been given by The College Life Insurance Company of America, its nominee, successors or assigns, and during said period of ty without such approval; provided, however, such approval shall be presumed unless notification in writing to the contrary has been e, successors or assigns, within fifteen (15) days following submission of any such plans.

s by injunction together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof in this subdivision, their heirs or assigns, and the Metropolitan Plan Commission, their successors or assigns, who shall be entitled to such uch owner or owners by or through any such violation or attempted violation. Said provision shall be in full force and effect until tended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots it is agreed to change the nts by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

in Rabb Emison, Vice-President, and George B. Jeffrey, Secretary, have executed this instrument and caused their seals to be affixed this

and for said county  
Emison, Vice-President,



**FINAL APPROVAL**

PLAT COMMISSION OF  
METROPOLITAN PLAN COMMISSION  
MARION COUNTY, INDIANA

APPLIC 19, 1967

PROPER PUBLIC NOTICE OF THE  
HEARING HAS BEEN PUBLISHED

*John Rabb Emison*

THE COLLEGE LIFE INSURANCE COMPANY OF AMERICA

*John Rabb Emison*  
John Rabb Emison, Vice-President

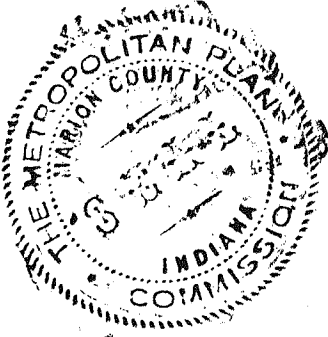


- C. Front and side building lines are established as shown on this plat between which lines and the property lines of the street, no structure shall be erected or maintained planting which obstructs sight lines at elevations between 2 and 6 feet above the street shall be placed or permitted to remain on any corner lot within the triangular and a line connecting points 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 shall apply to any lot within 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 unless foliage line is maintained at sufficient height to prevent obstruction of sight line.
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- E. No noxious or offensive trade shall be carried upon any lot in this addition nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
- F. No lot in this subdivision shall be resubdivided into a building lot having an area of less than 15,000 square feet.
- G. No poultry or farm animals shall be raised or maintained on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or bird.
- H. There are strips of ground as shown on the within plat marked "Drainage Easements" (D.E.), "Sewer Easements" (S.E.) and "Utility Easements" (U.E.), either separately or reserved for the use of public utility companies and governmental agencies, as follows: "Drainage Easements" (D.E.) are created to provide paths and courses for overland or in adequate underground conduit, to serve the needs of this and adjoining ground and/or the public drainage system. No structure, including fences, shall obstruct flow from the area being served. "Sewer Easements" (S.E.) are created for the use of the local governmental agency having jurisdiction over the storm and and/or county for the purposes of installation, and maintenance of sewers that are part of said system. "Utility Easements" (U.E.) are created for the use of all transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, and also all rights and uses specified for sewer easements above addition shall take title subject to the rights of the public utilities, governmental agencies, and the rights of the other lot owners in this addition, to said easements, along and through the strips of ground for the purposes herein stated.
- I. No residence or outbuildings may be erected on the above described property for a period of twenty (20) years from date hereof until the plan, elevation, location and College Life Insurance Company of America, its nominee, successors or assigns, nor shall any change or alteration be made in the exterior design of any such residence construction thereof, and during said period of time, until approval thereof has been given by The College Life Insurance Company of America, its nominee, successor in time, no fences or walls may be erected on the above described property without such approval; provided, however, such approval shall be presumed unless notification provided by The College Life Insurance Company of America, its nominee, successors or assigns, within fifteen (15) days following submission of any such plans.
- J. The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by due process of law of structure is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs or assigns, and the Metropolitan Plan Commission, their successors relief without being required to show any damage of any kind to any such owner or owners by or through any such violation or attempted violation. Said provision shall March 1, 1969, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners covenants in whole or in part. Invalidation of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions which shall

IN WITNESS WHEREOF, The College Life Insurance Company of America, by John Rabb Emison, Vice-President, and George B. Jeffrey, Secretary, have executed this instrument 24th day of January, 1967.

STATE OF INDIANA )  
COUNTY OF MARION ) SS

Personally appeared before me, the undersigned, a Notary Public, in and for said county and state, The College Life Insurance Company of America, by John Rabb Emison, Vice-President, and George B. Jeffrey, Secretary, and acknowledge the execution of the above and foregoing instrument as its and their voluntary act and deed for the purposes therein expressed this 24th day of January, 1967.



**FINAL APPROVAL**  
PLAT COMMITTEE OF  
METROPOLITAN PLAN COMMISSION  
MARION COUNTY, INDIANA  
APRIL 19, 1967  
PROPER PUBLIC NOTICE OF THE  
HEARING HAS BEEN PUBLISHED

*John Rabb Emison*  
MEMBER  
*George M. Curry*  
MEMBER

THE COLLEGE LIFE INSURANCE COMPANY OF AMERICA  
*John Rabb Emison*  
Vice-President  
*George B. Jeffrey*  
Secretary

My commission expires April 17, 1969

*George M. Curry*  
NOTARY PUBLIC

VOID UNLESS RECORDED  
BEFORE 3-1-69

as shown on this plat between which lines and the property lines of the street, no structure shall be erected or maintained. No fence, wall, hedge or shrub  
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of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Company of America, by John Rabb Emison, Vice-President, and George B. Jeffrey, Secretary, have executed this instrument and caused their seals to be affixed this

id, a Notary Public, in and for said county  
urice, by John Rabb Emison, Vice-President,  
the execution of the above and foregoing  
l for the purposes therein expressed this



**FINAL APPROVAL**  
PLAT COMMITTEE OF  
METROPOLITAN PLAN COMMISSION  
MARION COUNTY, INDIANA  
APRIL 19, 1967  
PROPER PUBLIC NOTICE OF THE  
HEARING HAS BEEN PUBLISHED

*John Rabb Emison*  
MEMBER

*George M. Curry*  
MEMBER

VOID UNLESS RECORDED

BEFORE 3-1-69

*John Rabb Emison*  
Notary Public

THE COLLEGE LIFE INSURANCE COMPANY OF AMERICA

*John Rabb Emison*  
John Rabb Emison, Vice-President

*George B. Jeffrey*  
George B. Jeffrey, Secretary



Instrument was prepared by PAUL I. CHLPE, INC., by James E. Dankert, Secretary, this day of , 1967.

67-16271