

COVENANTS OF THE LAND

AVALON ESTATES

The undersigned, Fred T. Horsley and Marilyn R. Horsley, being the owners of record of all of the included tract, do hereby lay off, plat and subdivide the same into lots and streets in accordance with the attached plat.

The subdivision shall be known and designated as "AVALON ESTATES, SECTION THREE, an Addition in Marion County, Indiana.

All streets shown and not heretofore dedicated are hereby dedicated to the public.

All lots in this addition shall be designated as residential lots. Only one single family dwelling with accessory buildings, and not exceeding two and one-half stories in height, may be erected or maintained on any platted lot in this addition.

Front and side building lines are established as shown on the attached plat, between which lines and the property lines of the streets there shall be no other structures erected and maintained.

No residence shall be erected or maintained on any lot in this addition having a ground floor area of less than 1500 square feet, in case of a one-story residence, or less than 1000 square feet, in the case of a one and one-half, two, two and one-half story residence.

There are strips of ground as shown on the attached plat marked "Drainage and Utility Easements" which are hereby reserved for the use of public utility companies, not including transportation companies, for the installation and maintenance of poles, lines, wires, sidewalks, sewers and drains, subject at all times to the authority of Marion County, Indiana, and to the easements herein reserved. No permanent or other structures except fences shall be erected or maintained on said strips. The owners of such lots in this addition, however, shall take their title subject to the rights of the public utilities and to those of the other owners of lots in this addition to said easements here-in granted for ingress and egress in, along and through the strips of ground so reserved.

No trailer, tent, shack, basement, garage or temporary structure of any kind shall be used for temporary or permanent residential purposes on any lot. No noxious or offensive trade shall be carried on upon any lot in this addition, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

No lots or lot in this addition shall be resubdivided into a greater number of lots than presently platted.

No building shall be erected on any lot until the design plans have been approved by the platters. The building of all improvements shall be subject to inspection by the platters, or their representative, and shall meet their construction standards.

No fence, wall, hedge or shrub 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 area formed by the street property lines 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 extended. The same sight line limitations 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 trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

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 erected or maintained in violation thereof, 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 or assigns, who shall be entitled to such relief without being required to show any damage of any kind of any such owner or owners by or through any such violation or attempted violation. Said provisions shall be in full force and affect until March 1, 1987, 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 of the lots it is agreed to change the 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 remain in full force and effect.

IN WITNESS WHEREOF, FRED T. HORSLEY and MARILYN R. HORSLEY, husband and wife, have hereunto set their hands and seals this 17th day of April, 1974.

Fred T. Horsley
FRED T. HORSLEY

Marilyn R. Horsley
MARILYN R. HORSLEY

STATE OF INDIANA, COUNTY OF MARION, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 17th day of April, 1974, personally appeared the within named Fred T. Horsley and Marilyn R. Horsley, husband and wife, owners of the above addition, and acknowledged the execution of the foregoing plat and dedicated the streets and utility easements shown therein, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires: 4-19-78 NOTARY PUBLIC: [Signature]

THIS INSTRUMENT PREPARED BY: KENNETH E. LEWIS, ATTORNEY AT LAW, INDIANAPOLIS, INDIANA

APRIL 17 1974