

construction or other public work. The liens of such assessments shall be subordinate at all times to the lien of any bona fide mortgage upon any plot.

B. Brendonwood Common will have charge of the lands designated in said plat of Brendonwood Addition as "Vicinage Reservations" and shall from time to time put the different parts thereof to such uses as to said Brendonwood Common shall seem proper, provided that no part of such Vicinage Reservations which may at any time be devoted to pleasure or recreation-ground purposes shall thereafter be put to any other use except upon the affirmative written vote of the owners of ninety (90) plots as certificate holders, in support of any different object; and the respective uses to which said lands shall be devoted from time to time (including charges and fees therefor) shall be controlled by rules and regulations applicable thereto, which shall be adopted and put in force and carried out by said Brendonwood Common.

VI.

✓ If the owners of one hundred (100) plots as certificate holders shall affirmatively vote for the installation of a plant for the gathering and disposal of sewage or for the installation of any utility plant for serving all the plots in Brendonwood Addition, Brendonwood Common shall thereupon engage the services of competent engineer or engineers to prepare the plans and specifications for such plant and shall obtain competitive bids for its construction from no less than two (2) responsible contractors. When the lowest responsible bid has been ascertained the said Brendonwood Common shall call upon the owners of all the plots in Brendonwood Addition to pay, in proportion to the superficial area of their several plots, to its treasurer or to any bank or trust company as depository which may be designated by the owners of not less than sixty (60) plots as certificate holders the total cost of such plant, including engineer's fees and all other expenses connected with the preparation and prosecution to completion of the work; and when the amount of such total cost has been paid to said treasurer, or to such designated depository, and made subject to withdrawal for payments, to be made from time to time upon proper vouchers and engineer's estimates, for the construction of such plant, and the fees and other expenses connected therewith, the said Brendonwood Common shall proceed to let the contract for constructing such plant to the lowest responsible bidder, who shall be required to furnish the usual and proper bond or bonds for the faithful performance of his contract. The provision for payment by the owners of the plots of the total cost of such plant, before the letting of the contract, may be waived by said Brendonwood Common as to such part of the contract price as is equal to the amount of the personal obligations of

any of the plot owners, which the bidder to whom the contract is to be let shall signify in writing his willingness to accept in lieu of cash; but in all cases of such waiver the contractor must file his undertaking, supported by a bond satisfactory to said Brendonwood Common, that he will not attempt to hold any of the real estate within the limits of Brendonwood Addition, or to enforce any lien thereon, for failure to collect any such personal obligations or any sums due him on his contract for constructing such plant, and that he will save all of such real estate harmless as against the demands of any person or corporation claiming under him. Provided, however, that if within four (4) years from October 1, 1917, the owners of eighty-three (83) plots as certificate holders shall affirmatively vote to install a water system for serving all the plots in Brendonwood Addition, and the owners of all the plots shall pay to the treasurer of Brendonwood Common, or to the aforesaid trustee depository to be designated by the owners of not less than sixty (60) plots as certificate holders, the total cost of such water system, including engineer's fees and other expenses connected with the preparation and prosecution to completion of such work, less the sum of \$15,000.00 to be paid for such purpose by Charles S. Lewis under his agreement with Brendonwood Common to that effect, then and in that event the said Brendonwood Common shall enter into a contract for the construction of such water system, following in every particular the method hereinbefore set out in respect of utility plant contracts, as to employment of engineer or engineers, plans, bids, contract, bonds, payments for constructing and waivers of cash payments on acceptance by contractor of personal obligations of any plot owners, and all other matters. Upon the installation of any service utility the said Brendonwood Common shall establish from time to time fair, equitable and non-discriminatory rates, in which there shall be no element of profit for the services rendered by such utility, and regulations governing the collection of such rates.

VII.

✓ Whenever the owners of one hundred (100) plots as certificate holders by their affirmative vote submit a written request to Brendonwood Common for a "further improvement", in accordance with the procedure stated in the aforesaid By-Law VI, the said Brendonwood Common shall forthwith make and complete such "further improvement" after the manner of procedure set out in By-Law VI aforesaid, and not otherwise.

VIII.

In advance of doing any work upon any one of said plots the owner of such plot shall submit to Brendonwood Common, for its approval (and the approval of its consulting architect, if, at the time of such submission said Brendonwood Common shall have

in its employ a consulting architect) all plans for any major grading of plots, for driveways and walks over roadside lawns, for all buildings, fences, walls and other structures, and alterations thereof and additions thereto, including in all cases the locations thereof; and will do none of such work until the plans therefor shall have been approved as herein provided. But no such approval shall be given for the erection or maintenance on or along any road or path boundary of any plot, of any fence, wall or other barrier excepting only plantations of trees, shrubbery and vines for which plantations approval will be given subject to the provisions that such plantations shall always be kept and maintained in a condition satisfactory to Brendonwood Common.

The development plans for plantations made by Charles S. Lewis, while owner of all said plots, notwithstanding the provisions hereof, may be carried out by him, and all plantations heretofore made or hereafter to be made by Charles S. Lewis shall be perserved and maintained by his successors in title as to their respective plots in a condition satisfactory to Brendonwood Common

The following set-backs of buildings on plots are now established. These set-backs may be altered or amended as to the boundaries between plots of any plot or plots on the written affirmative vote as certificate holders of the owners of eighty (80) plots, including the owners of the plots the boundaries of which are affected by such alteration or amendment, but no alteration or amendment of path boundaries or road boundaries shall be made save on the affirmative written vote as certificate holders of the owners of all the plots in said Brendonwood Addition.

Set-backs of residences, including portecocheres, porches, verandas, bay windows, eaves, cornices, attached garages and other attachments:

FROM ALL BOUNDARIES BETWEEN PLOTS 25 feet

FROM PATH BOUNDARIES:

Brookpath }
Pembroke Lane } All Plots 25 feet
Woodland Path }

The Serpentine:

All Plots 40 feet

Boulder Gap:

All Plots 75 feet

FROM ROAD BOUNDARIES

Military Drive:

Plots Nos. 1,2,3,4 50 feet
All other Plots. 100 feet

The Mall:

All Plots 75 feet

Lawrence Drive:

Plots Nos. 11, 12, 28, 29, 30, 31, 48, 56,
57, 77, 103, 104 75 feet
All other Plots 100 feet

Around The Hills Road:

Plots Nos. 93, 94, 97. 50 feet
Plots Nos. 95, 96, 98, 103, 104. 75 feet
Plots Nos. 105, 106, 107, 109. 100 feet

Old Orchard Road:

Plots Nos. 85, 97 50 feet
Plot No. 101 100 feet
All other Plots. 75 feet

Braewick Road:

Plots Nos. 91, 92, 94. 50 feet
Plots Nos. 65, 66, 67, 83, 84, 85, 86,
87, 88, 98, 99, 102 75 feet
Plots Nos. 61, 62, 63, 64, 89, 90. . . . 100 feet

Highfall Road:

Plots Nos. 67, 74, 86, 87, 88, 89, 90. . 50 feet
Plot No. 73 75 feet
Plots Nos. 68, 72. 100 feet

Hunterglen Road

- Plots Nos. 64, 65 50 feet
- Plots Nos. 58, 59, 69, 70, 71, 76, 77 . . . 75 feet
- Plots Nos. 60, 68 150 feet

Brookwood Road:

- Plots Nos. 56, 61 50 feet
- Plots Nos. 48, 55, 58, 59, 60 75 feet
- Plots Nos. 53, 54 100 feet

Ridge Road:

- All Plots 75 feet

Guard Hill Lane:

- All Plots 25 feet

Wenlock Road:

- All Plots 25 feet

Winddoor Road:

- All Plots 50 feet

The Greenwood Road:

- Plot No. 104 50 feet

Breck Lane:

- Plot No. 94 25 feet
- Plot No. 93 50 feet
- Plot No. 92 No set-back

There are no set-backs from Fall Creek and eastern boundary lines of Brendonwood.

When two or more plots are merged in one ownership the restrictions as to building within twenty-five feet of any boundary between plots may be construed as applying to the boundaries of plots adjoining the merged plots, provided, however, that only one residence and its necessary appurtenant buildings shall be erected on the merged plots. If, thereafter, the plots so merged shall pass to different ownerships, immediately thereupon the original restrictions shall be restored.

If, at any time, the ownership of Plots 108, 109 and 110 shall be in one person, who shall desire thereafter to hold them as one plot for the purpose of one residence site only (without, however, forfeiting his voting rights as the holder of a certificate of membership for each plot) and shall ask Brendonwood Common to surrender to him its rights over any part or all of Winddoor Road, the officers of said Brendonwood Common are authorized to execute to such plot owner the quit claim deed of Brendonwood Common to such part or all of Winddoor Road, reciting in such deed that it is for the sole purpose of creating one residence site of the three plots after the general plan of Brendonwood Addition. But, if, thereafter, any owner of Plots 108, 109 and 110 shall wish to hold them as separate units and building sites after the general plan of Brendonwood Addition, before Brendonwood Common shall consent to such use of said plots the owner of said plots shall restore to its condition when conveyed to him or any predecessor of his in ownership by Brendonwood Common and reconvey to Brendonwood Common by quit claim deed any part or all of Winddoor Road so previously conveyed to him or any predecessor of his in ownership.

And, likewise, if, at ^{any} time, the ownership of Plots 6, 7, 8 and 9 shall be in one person who shall desire thereafter to hold them as one plot for the purpose of one residence site only (without, however, forfeiting his voting rights as the holder of a certificate of membership for each plot) and shall ask Brendonwood Common to surrender to him its rights over any part or all of Guard Hill Lane, the officers of Brendonwood Common are authorized to execute to such plot owner the quit claim deed of Brendonwood Common to such part or all of Guard Hill Lane, reciting in such deed that it is for the sole purpose of creating one residence site of the four plots after the general plan of Brendonwood Addition. But if, thereafter, any owner of Plots 6, 7, 8 and 9 shall wish to hold them as separate units and building sites after the general plan of Brendonwood Addition, before Brendonwood Common shall consent to such use the owner of said plots shall restore to its condition when conveyed to him or any predecessor of his in ownership by Brendonwood Common, and reconvey to Brendonwood Common by quit claim deed any part or all of Guard Hill Lane so previously conveyed to him or any predecessor of his in ownership.

And, likewise, if, at any time, the ownership of Plots 3 and 4 shall be in one person who shall desire thereafter to hold them as one plot for the purpose of one residence site only (without, however, forfeiting his voting rights as the holder of a certificate of membership for each plot) and shall ask Brendonwood Common to surrender to him its rights over any part or all of Wenlock Road, the officers of Brendonwood Common are authorized to execute to such plot owner the quit claim deed of Brendonwood Common to such part or all of Wenlock Road, reciting in such deed that it is for the sole purpose of creating one residence site of the two plots after the general plan of Brendonwood Addition. But if, thereafter, any owner of Plots 3 and 4 shall wish to hold them as separate units and building sites after the general plan of Brendonwood Addition, before Brendonwood Common shall consent to such use the owner of a said plots shall restore to its condition when conveyed to him or any predecessor of his in ownership by Brendonwood Common, and reconvey to Brendonwood Common by quit claim deed any part or all of Wenlock Road so previously conveyed to him or any predecessor of his in ownership.

And, likewise, if, at any time, the ownership of Plots-92, 93 and 94 shall be in one person who shall desire thereafter to hold them as one plot for the purpose of one residence site only (without, however, forfeiting his voting rights as the holder of a certificate of membership for each plot) and shall ask Brendonwood Common to surrender to him its rights over any part or all of Breck Lane, the officers of Brendonwood Common are authorized to execute to such plot owner the quit claim deed of Brendonwood Common to such part or all of Breck Lane, reciting in such deed that it is for the sole purpose of creating one residence site of the three plots after the general plan of Brendonwood Addition. But, if, thereafter, any owner of Plots 92, 93 and 94 shall wish to hold them as separate units and building sites after the general plan of Brendonwood addition, before Brendonwood Common shall consent to such use the owner of said plots shall restore to its condition when conveyed to him or any predecessor of his in ownership by Brendonwood Common, and reconvey to Brendonwood Common by quit claim deed any part or all of Breck Lane so previously conveyed to him or any predecessor of his in ownership.

X.

Brendonwood Common shall, as the requirements therefore arise, adopt and put in force appropriate Rules and Regulations for policing, prohibiting nuisances; removing from plots, through its own or contractual agencies, all garbage, ashes and solid and liquid refuse, assessing and collecting from the respective plot owners for the cost of such service and establishing a lien therefore; and promoting the general welfare of the community of Brendonwood Common, and especially the preservation of the landscape, including the prohibition of the dumping of waste or refuse in any ravine and protecting the roads, drives, lanes and ways from injury by heavy traffic, and forbidding the cultivation of any farm crops on any plots.

XI.

Brendonwood Common shall require the owners of plots, whether occupied or vacant, not to allow their plots to become unkempt and unsightly, and shall also require the owner of any building that may be partially destroyed by fire or storm to restore the building or remove the debris within one year after notice to do so, and in the event that the owner of any plot shall fail to conform to such requirement of not allowing a plot to become unkempt and unsightly, Brendonwood Common will do the necessary work and charge the cost thereof to the owner of such plot; and in the event that the owner of any partially destroyed building shall fail to restore or remove such building and debris after notice as above stated Brendonwood Common, upon the written request of the owner or owner of any plot or plots, who shall guarantee the payment of the cost of such work, shall either restore such building or remove the debris, in pursuance of such request, and charge the cost thereof to the owner of the plot on which such building stood; and all charges hereunder made shall have the force and effect of a mechanic's lien under the laws of Indiana against the plot upon which the work shall have been done.

XII.

Save only a way of necessity to his plot, the owner of any plot who shall have failed to comply with the By Laws of Brendonwood Common and its Rules and Regulations shall be debarred from any use by the property of Bren-

If and when, at any time, a sale of any part or parts of the lands of Brendonwood Common by the affirmative vote as certificate holders of all the owners of said 110 plots is requested, the officers of Brendonwood Common shall use their best efforts to make and conclude such sale or sales, and the net proceeds of any and all of such sales shall be promptly disbursed to the owners of said plots on the basis of the superficial area of their respective plots as compared with the total area of the 110 plots; and in the event that the State or any persons exercising the State's delegated power of eminent domain shall condemn and appropriate any part or parts of the lands of Brendonwood Common, the proceeds of any amount of money received by Brendonwood Common in any such condemnation proceedings shall in like manner be disbursed to the owners of said plots on the same basis.

XIV.

These By-Laws may only be amended, altered, modified, added to or repealed at any regular or special meeting of the membership by the affirmative votes of the owners of all of said 110 plots as certificate holders, provided that the guardian of any infant or other incompetent person may, without express authority so to do obtained from court, cast the vote of his ward.



and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 13th day of September 1917.

Viola M. Christena (L.S.)

Notary Public, Marion County, Ind.

My commission expires May 15, 1921

Recorded September 13, 1917 at 3:10 o'clock P. M.

DR 582-279

2195 Montgomery C. Lewis to Charles S. Lewis 279

This Indenture Witnesseth That Montgomery C. Lewis and Helen Heywood Lewis, his wife, of Marion County, in the State of Indiana.

Convey and Warrant

to Charles S. Lewis, of Marion County, in the State of Indiana, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following real estate in Marion County, in the State of Indiana, to-wit:

Part of the West Half of Section No. Two (2) and Part of the East Half of Section No. Three (3) and Part of the South-East Quarter of Section No. Three (3) and Part of the North-East Quarter of Section No. Ten (10), all in Township Sixteen (16) North, Range Four (4) East in Marion County, State of Indiana, described as follows to-wit:

Beginning on the South line of said Section No. Three (3) at a point 425 feet East of the South-west corner thereof, thence East along the South line of said Section and along the South line of said Section No. Two (2) 7905.42 feet to the South-East corner of the West Half of said Section No. Two (2), thence North along the East line of the West Half of said Section No. Two (2) 2665 feet to the North-East corner of the South-West Quarter of said Section No. Two (2), thence West along the North line of said South-West Quarter of said Section No. Two (2) 1449.5 feet to a point 184 lines West of the North-East corner of the West Half of the South-East Quarter of said Section No. Two (2), thence along the center of Fall Creek following the meanderings thereof in a Westerly, North-Westerly, South-Westerly and Southerly direction to the South line of said Section No. Three (3) at the point of beginning; also beginning at the center of a County road on the North line of said North-East Quarter of said Section No. Ten (10) at a point 1700 feet East of the North-East corner thereof and running with the center of said road South 72 1/2 degrees West 462 feet more or less to the center of Fall Creek, thence Northwardly with the center of said Creek to the North line of said Section No. Ten (10) thence East 474 feet more or less to the point of beginning;

Being all the real estate and property designated and named "Abandoned" in the Plat thereof as recorded on the 21st day of August, 1917, in the office of the Recorder of said Marion County, Indiana, in Plat Book No. 13 at Page No. 14, which contains one hundred and ten tracts designated and named Plats and numbered respectively from One (1) to One Hundred and Ten (110), both Inclusive, and divers private roads, drives, lanes, paths and ways and certain vicinaga reservations, all subject to the public easement in the highway designated as Military Drive; and further

Subject to the following conditions and the following covenants, stipulations and agreements, each and all of which covenants, stipulations and agreements are to have the effect of a covenant running with the Land; and by his acceptance of this Instrument of Conveyance the said Charles S. Lewis binds himself, his heirs and assigns.

to perform, fulfill, abide by and carry out each and every of said covenants, stipulations and agreements, and, further, at all times to acquiesce in the intent of the covenants granted to make, have and keep all of said covenants, stipulations and agreements as to each of said one hundred and ten Plots and the successive owners thereof while in possession, but not in perpetuum, covenants running with the land; to-wit:

A. The said Charles S. Lewis will procure to be presently incorporated under the laws of the State of Indiana, a corporation, which shall have the name, Brandonwood Common, and shall be a corporation not organized for profit and having no more than 110 memberships or interests, and the certificates therefor shall respectively evidence one membership or interest each and shall be numbered from 1 to 110, both inclusive, and the said certificates shall bear the original numbers respectively, with the added designation of a letter or letters of the alphabet; and he will convey to such Brandonwood Common all of said real estate and property in said Plat of Brandonwood, save only said one hundred and ten Plots, and will provide that the owner of each of said one hundred and ten Plots shall become the owner of the one of said membership or interest certificates which bears a serial number which is the same as the number of his Plot, and that such certificate shall be and shall forever continue to be appurtenant to said correspondingly numbered Plot and shall be transferable only to the successive purchasers and owners of said Plot in its entirety; and he will make it a part of the terms and provisions of such conveyance that such Brandonwood Common will take and hold the title of said premises, not only for its own corporate purposes but also in such manner and to the end that the several roads, drives, lanes, paths and ways shall not be nor ever become public, but shall be used by said Brandonwood Common for its own objects and shall be used in common for ingress and egress by the respective owners of said Plots, their families, friends and employees, and that the lands designated on said Brandonwood Plat as "Vicinity Reservations" shall also be held for the uses of said Brandonwood Common and for such uses in common by the respective owners of said Plots, their families, friends and employees, as from time to time the said Brandonwood Common shall devote the same or any part thereof;

B. Said Charles S. Lewis shall procure it to be provided in and by the Articles of Association of such Brandonwood Common or by its By-Laws that such Brandonwood Common shall have among its other allied franchises the following powers, to-wit:

- (1) To make contracts for the installation, and maintenance and operation of service utilities.
- (2) To adopt, and enforce by appropriate methods, By-Laws prescribing rules and regulations providing for the assessment and collection of charges against the owners of said Plots and the land thereof for meeting the expenses of the reasonable care, protection, maintenance and further development of all the property in said Brandonwood Plat devoted to a use in common, by the owners of the several Plots, as heretofore outlined, including the installation of service utilities, and for the payment of all taxes, municipal assessments or any other governmental charges that may at any time be laid upon or against the property of said Brandonwood Common, or the said Corporation

itself, and the equitable reimbursement to any owner of a Plot of any sum which has been paid for any municipal or other governmental assessments, not, however, including interest or costs attached thereto; for benefits to his Plot resulting from any highway improvement, sewer construction or other like public work.

(5) To adopt, and enforce by appropriate methods, By-Laws regulating all matters of policing, prohibiting nuisances; removing through its own or contractual agencies all garbage, ashes and solid and liquid refuse from said Plots, and providing for assessing and collecting from the respective owners of the Plots from which such garbage, ashes and liquid and solid refuse are removed the cost of such removal and establishing a lien for such assessment; and protecting the general welfare of the community.

(4) To adopt, and enforce by appropriate methods, By-Laws prescribing Rules and Regulations touching structure locations and set-backs, and plans and designs of buildings.

It is expressly understood and agreed that by his acceptance of this deed of conveyance the grantee, said Charles S. Lewis, agrees for himself, his heirs and assigns, that he takes the said deed of conveyance and all the real estate thereby to him conveyed subject to each of the following covenants which shall run with the land respectively against and in favor of each and all persons who shall from time to time respectively be the owners of the several Plots in said Brandonwood, which by the plat thereof, is designated "An Addition" and hereinafter referred to as Brandonwood Addition, and of Brandonwood Common (the owner of the vicinage reservation) but shall not be considered as working forfeiture of title or reversion, and the obligation of said covenants shall be binding on each owner of a Plot while he is in possession thereof, not, however, in derogation, but each successive owner of a Plot by his act of taking title thereto shall be held to accept to all of said covenants and to agree and to bind himself by and to every positive and negative obligation thereof, viz:

(1) That said Charles S. Lewis, his heirs and assigns, will not use any one of said Plots, or fractional part thereof, for the building, maintaining, keeping or suffering thereon any entry, laundry, sanitarium, undertaking establishment, any kind of business building or place for the manufacture or sale of commodities of any sort; apartment house, two-family house, more than two-family house, double or duplex house; inn, boarding house or place of any sort for the serving of food or other refreshments to the public; public garage, stable or stall; sign painted on or attached to any building or Plot; cess pool, privy or privy vault, or receptacle of any kind for the storage of liquid waste, except septic tanks and the dry wells connected therewith and the stable and stable yard drainage; or other equally offensive sanitary devices; draft horses, wagons and equipment for doing work under contract or for birds, hogs, goats, stallions, sows, bulls or jacks; or nuisances of any sort.

(2) That said Charles S. Lewis, his heirs and assigns, will not erect or maintain on any of said one hundred and ten Plots more than one residence building designed for occupancy by one family only, together with buildings for servants' quarters, garage, stable and other customary appurtenant uses, which residence and appurtenant buildings shall be located and constructed in accordance with plans approved in advance by said Brandonwood Common, provided that no plan for the construction of a residence building at a cost less than \$5,000.00 shall be approved save upon the consent in writing of the owners of all the Plots;

(3) That the said Charles S. Lewis, his heirs and assigns, will, in cases of doing any work upon any one of said Plots of the character hereinafter

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stated submit to said Brandonwood Common for its approval, the plans for any major grading of Plots, for driveways and walks over road-side lawns, for all buildings, fences, walls and other structures, including alterations thereof and additions thereto, and the locations of driveways and walks over road-side lawns, buildings, fences, walls and other structures, and will do none of such work until the plans therefor shall have been approved by said Brandonwood Common;

(4) That said Charles S. Lewis, his heirs and assigns, will not occupy as a dwelling house, temporarily or otherwise, any structure not designed for residence except after the granting of a written permission so to do for a limited time by said Brandonwood Common, provided that this requirement shall not be applicable to the servants' quarters on any Plot, the residence on which is occupied;

(5) That said Charles S. Lewis, his heirs and assigns, will not cut or remove from any hillsides or slopes, any shrubbery or undergrowth, or any tree wherever standing on any Plot, except for building or landscaping purposes, and then not without the written permission of said Brandonwood Common;

(6) That said Charles S. Lewis, his heirs and assigns, will not do any act that will result in the partition or subdivision of any one of said one hundred and ten Plots, and will not by voluntary deed or by acquiescence in any judicial sale, or other judicial proceedings, assist in making a separate ownership of any possible fractional parts of any Plots, except with the written consent of said Brandonwood Common authorized by the affirmative votes of the owners of not less than one hundred and five (105) Plots;

(7) That said Charles S. Lewis, his heirs and assigns, will not grant any easements, licenses, or rights of way in, upon, under or over any Plot for any conduits, lines, poles or pipes of any public or private utility except with the written consent of said Brandonwood Common;

(8) That said Charles S. Lewis, his heirs and assigns, will not discharge effluent, sanitary or other drainage from any building or animal or poultry yard except through septic tanks or other equally efficacious sanitary devices (the plans and locations of which tanks or devices shall have been approved in advance of their construction and installation by said Brandonwood Common) and then not above or below the surface thereof onto or into any adjoining plot, road, drive, lane, path, way, ravine, brook, stream, or creek (including Fall Creek) or the surface drainage system of said Brandonwood Addition, and after connection may be had with a sanitary sewer system will not discharge any such above designated drainage into any receptacle or channel except such sewer system, without the written consent of said Brandonwood Common;

(9) That said Charles S. Lewis, his heirs and assigns, will not sell and convey or demise and lease for any term whatsoever any Plot to any person who is not a member of the White race;

(10) That said Charles S. Lewis, his heirs and assigns, will faithfully adhere to the general plan, antecedently to this deed adopted by both the grantors and grantees, that said Brandonwood Addition shall be and remain a Self-Regulated Residential Zone, as stated in the certificate of the Recorded Plat of said Addition, and will always recognize that each and all of the aforesaid covenants which run with the land are essential factors in the carrying out of said general plan, and do and will agree that each of the foregoing provisions

In Witness Whereof, The said Montgomery S. Lewis and Helen Keywood Lewis
his wife, have hereunto set their hands and seals this Thirteenth day of September,
1917.

Montgomery S. Lewis (Seal)
Helen Keywood Lewis (Seal)

State of Indiana.

Marion County, SS:

Personally appeared before me, the undersigned, a Notary Public in and for
said County and State, Montgomery S. Lewis and Helen Keywood Lewis, his wife, grantors
in the annexed and foregoing deed of conveyance, and duly and severally acknowledged
the execution of said deed of conveyance to be their voluntary act and deed for the
uses and purposes therein expressed.

Witness my hand and Notarial Seal this 13th day of September 1917.

Vicla H. Christens (Seal)
Notary Public, Marion County, Ind.

My commission expires May 10, 1921

Recorded September 13, 1917 at 3:10 o'clock P. M.

