



*First American  
Title Insurance Company*

**INDIANA**

Not Just for One Transaction, But for Life

First American Title Insurance Company  
Indianapolis Downtown—Corporate  
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Indianapolis, IN 46204  
Telephone (317) 684-7556

## Subdivision Covenants and Restrictions

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.

COVENANTS

The undersigned, Thomas A. Grant and Carla J. Grant being the owners of the described real estate do hereby lay off, plat and subdivide the same into lots and streets in accordance with the within plat. The within plat shall be known and designated as Grant Wood, a subdivision in Marion County, Indiana.

1. All streets shown and not heretofore dedicated are hereby dedicated to the public.
2. All numbered lots in this Addition shall be designated as residential lots. Only one single family residence with attached accessory building and not exceeding two stories in height may be erected or maintained on said lots.
3. 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. 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 tree shall be permitted to remain within such distance of such intersection unless foliage line is maintained at sufficient height to prevent obstruction of sight line.
4. 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 in this addition, and no boat, trailer or camper of any kind shall be kept or parked upon said lot except within a garage or other approved structure.
5. 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.
6. No lot in this subdivision shall be resubdivided into a building lot having an area of less than 15,000 square feet.
7. 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.
8. There are strips of ground as shown on the within 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, ducts, lines, wires, mains, sewers and drains, subject at all times to the authority of the City of Indianapolis, Indiana, and to the easements herein reserved. No permanent or other structures 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.
9. 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 any septic tank, absorption bed or structure erected or maintained in violation thereof is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs and assigns, and the Metropolitan Development Commission, their successors or assigns who shall be entitled to such 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. Such provisions shall be in full force and effect for twenty five (25) years from recording date, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Invalidations of any of the covenants by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
10. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them.
11. No building shall be erected on any lot until the design plans have been approved by the plattee, its successors or assigns. The building of all improvements shall be subject to inspection by the plattee or its representative, and shall meet the construction standards. If the construction of any house shall not meet the approval of plattee, it shall have the right to prohibit the commencement or continuation of such improvement. The provisions of this paragraph shall expire December 31, 2004.
12. The Dry Well Trench, as indicated on Sheet S-2 of 5 of the Construction Plans prepared by Schneider Engineering Corporation, is to be constructed by the home builder of each lot. The trench need not be a straight line, or need not be at the back of the lot. The final grade of each lot after the building is constructed shall be such that all storm water will be contained on each individual lot.

STATE OF INDIANA  
COUNTY OF MARION  
SS

Before me, a Notary Public in and for said County and State of Indiana, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records and acknowledge

FINAL APF  
PLAT COM  
METROPOLITAN DEVELOPMENT  
COMMISSION  
MARION COUNTY  
FEB 2

PROSPECTIVE  
OWNER  
THOMAS A. GRANT  
CARLA J. GRANT  
MAY 2004

VOID UNLESS R  
BEFORE JAN 1