

GRAY MEADOWS SUB

THIRD SECTION

Marion

THE UNDERSIGNED, EARLE M. & EDITH M. GRAY, HUSBAND AND WIFE, OWNERS OF THE REAL ESTATE DESCRIBED ON THE PRECEDING PLAT OF GRAY MEADOWS SUBDIVISION, THIRD SECTION, HEREBY LAY OFF, PLAT AND SUBDIVIDE THE SAME IN ACCORDANCE WITH SAID PLAT AND CERTIFICATE.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS GRAY MEADOWS SUBDIVISION, THIRD SECTION.

THE STREETS, IF NOT HERETOFORE DEDICATED, ARE HEREBY DEDICATED TO PUBLIC USE.

THERE ARE STRIPS OF GROUND MARKED UTILITY STRIPS SHOWN ON THIS PLAT WHICH ARE HEREBY RESERVED FOR PUBLIC UTILITIES, NOT INCLUDING TRANSPORTATION COMPANIES, FOR THE INSTALLATION AND MAINTENANCE OF POLES, MAINS, SEWERS, DRAINS, DUCTS, LINES AND WIRES. PURCHASERS OF LOTS IN THIS SUBDIVISION SHALL TAKE TITLE SUBJECT TO THE EASEMENTS HEREBY CREATED AND SUBJECT AT ALL TIMES TO THE RIGHTS OF PROPER AUTHORITIES TO SERVICE THE UTILITIES AND THE EASEMENTS HEREBY CREATED, AND NO PERMANENT STRUCTURE OF ANY KIND, AND NO PART THEREOF, EXCEPT FENCES, SHALL BE BUILT, ERECTED OR MAINTAINED ON SAID "UTILITY STRIPS". THERE IS ALSO AN EASEMENT TO THE OHIO OIL COMPANY AS SHOWN ON THE PLAT.

THE LOTS IN THIS SUBDIVISION AND THE USE OF THE LOTS IN THIS SUBDIVISION BY PRESENT AND FUTURE OWNERS OR OCCUPANTS SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS AND RESTRICTIONS, WHICH SHALL RUN WITH THE LAND.

1. FRONT BUILDING LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE PRECEDING PLAT, BETWEEN WHICH LINES AND THE PROPERTY LINES OF THE SEVERAL STREETS SHALL BE ERECTED AND MAINTAINED NO PERMANENT OR OTHER STRUCTURES, OR PARTS THEREOF, EXCEPT FENCES.

2. ALL LOTS IN THIS SUBDIVISION SHALL BE DESIGNATED AS RESIDENTIAL LOTS. ONLY ONE SINGLE FAMILY DWELLING NOT EXCEEDING TWO AND ONE-HALF (2½) STORIES OR THIRTY-FIVE (35) FEET IN HEIGHT WITH THE USUAL ACCESSORY BUILDINGS SHALL BE ERECTED OR MAINTAINED ON ANY LOT IN THIS ADDITION.

3. NO RESIDENCE SHALL BE ERECTED OR MAINTAINED ON ANY LOT IN THIS ADDITION HAVING A GROUND FLOOR AREA OF LESS THAN 1000 SQUARE FEET, IF A ONE STORY STRUCTURE, OR 700 SQUARE FEET IN THE CASE OF A HIGHER STRUCTURE.

4. NO TRAILER, TENT, SHACK, BASEMENT, GARAGE OR TEMPORARY STRUCTURE OF ANY KIND SHALL BE USED FOR TEMPORARY OR PERMANENT RESIDENTIAL PURPOSES ON ANY OF THESE LOTS.

5. 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 ALL LOTS 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 DISTANCES OR SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES.

6. NO BUILDING SHALL BE ERECTED, PLACED OR ALTERED ON ANY BUILDING PLOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS, SPECIFICATIONS AND PLOT PLAN SHOWING THE LOCATION OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING AS TO THE CONFORMITY AND HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES IN THIS SUBDIVISION, AND AS TO LOCATION OF THE BUILDING WITH RESPECT TO THE TOPOGRAPHY AND FINISHED GROUND ELEVATION BY WM. S. GRAY, OR BY A REPRESENTATIVE OR REPRESENTATIVES DESIGNATED BY HIM. IF SAID COMMITTEE SHALL FAIL TO ACT UPON ANY PLANS SUBMITTED FOR ITS APPROVAL WITHIN 60 DAYS, THEN THE OWNER MAY PROCEED WITH THE BUILDING PLANS SUBMITTED, PROVIDED SUCH PLANS ARE NOT CONTRARY TO THESE COVENANTS. NEITHER THE MEMBERS OF SUCH COMMITTEE NOR ITS DESIGNATED REPRESENTATIVE SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED

7. THE RIGHT AND RESTRICTIONS AND REMOVAL OF ANY BY INJUNCTION OF OWNER OF THE SEV WHO SHALL BE ENT SHOW ANY DAMAGES POLITAN PLAN COM ENFORCEMENT OF A

8. THESE REST SHALL BE IN EFFR THE EXPIRATION C RENEWED THEREAFT YEAR PRIOR TO TH OF A MAJORITY OF A DECLARATION IN SHALL BE RECORD EVENT THE PROVI

9. INVALIDAT ORDER SHALL IN REMAIN IN FULL

WITNESS OUR SIG

Earle M. Gray
EARLE M.

STATE OF INDIAN
COUNTY OF MARIO

BEFORE ME, THE STATE, APPEARED ACKNOWLEDGED THE ACT AND DEED FOR SIGNATURES THE

WITNESS

My COMMISSI

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RECORDED FOR RECORD
MARCH 15 PM 3:33
MARION COUNTY

SUBDIVISION SECTION

7. THE RIGHT TO ENFORCE EACH AND ALL OF THE LIMITATIONS, CONDITIONS AND RESTRICTIONS SET FORTH HEREIN, TOGETHER WITH THE RIGHT TO CAUSE THE REMOVAL OF ANY BUILDING ERECTED OR ALTERED IN VIOLATION THEREOF BY INJUNCTION OF OTHER LEGAL PROCESS IS HEREBY RESERVED TO EACH AND EVERY OWNER OF THE SEVERAL LOTS IN THIS SUBDIVISION, THEIR GRANTEEES AND ASSIGNS, WHO SHALL BE ENTITLED TO SUCH INJUNCTIVE RELIEF WITHOUT BEING REQUIRED TO SHOW ANY DAMAGES, TOGETHER WITH REASONABLE ATTORNEY'S FEES. THE METROPOLITAN PLAN COMMISSION OF MARION COUNTY SHALL ALSO HAVE THE RIGHT OF ENFORCEMENT OF ALL THE FOREGOING COVENANTS.

8. THESE RESTRICTIONS CONSTITUTE COVENANTS RUNNING WITH THE LAND AND SHALL BE IN EFFECT FOR A PERIOD OF 25 YEARS FROM DATE, PROVIDED THAT AT THE EXPIRATION OF SUCH TERM THESE RESTRICTIONS SHALL BE AUTOMATICALLY RENEWED THEREAFTER FOR PERIODS OF 25 YEARS EACH, UNLESS AT LEAST ONE YEAR PRIOR TO THE EXPIRATION OF EACH 25 YEAR PERIOD, THE OWNER OR OWNERS OF A MAJORITY OF THE LOTS IN THIS ADDITION SHALL EXECUTE AND ACKNOWLEDGE A DECLARATION IN WRITING WAIVING RENEWALS AND SAID WRITTEN DECLARATION SHALL BE RECORDED IN LAND RECORDS OF MARION COUNTY, INDIANA, IN WHICH EVENT THE PROVISIONS ABOVE SET FORTH FOR RENEWALS SHALL BE NULL AND VOID.

9. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

WITNESS OUR SIGNATURES THIS 1st DAY OF September 1967.

Earle M. Gray
EARLE M. GRAY

Edith M. Gray
EDITH M. GRAY

STATE OF INDIANA: :SS
COUNTY OF MARION:

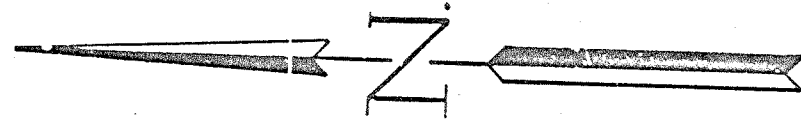
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, APPEARED EARLE M. GRAY AND EDITH M. GRAY, HIS WIFE, WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED FOR THE USE AND PURPOSE THEREIN EXPRESSED, AND AFFIXED THEIR SIGNATURES THERETO.

WITNESS MY HAND AND SEAL THIS 10th DAY OF September 1967.

NOTARY PUBLIC Lora C. Wilson

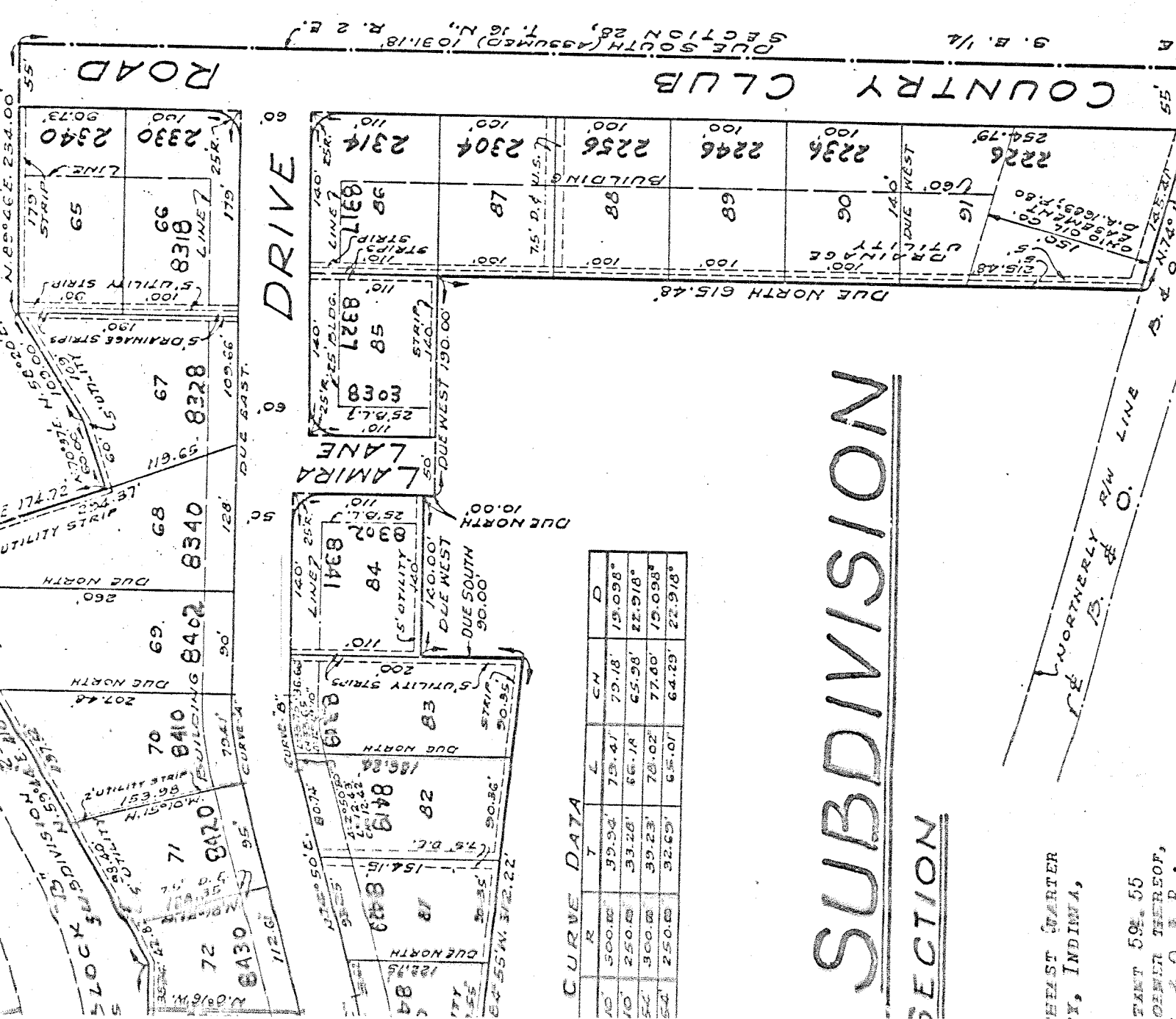
MY COMMISSION EXPIRES 3-12-68

BLOCK



SCALE: 1"=100'

GRA



CURVE DATA

R	T	L	CH	D
40'	500.00'	39.94'	79.18'	19.098°
10'	250.00'	33.26'	66.14'	22.918°
50'	300.00'	39.23'	78.02'	19.098°
54'	250.00'	32.69'	64.29'	22.918°

SUBDIVISION

SECTION

HIGHWAY QUARTER
T. 16 N., R. 2 E.,
S. 10 E., INDIANA,

TAX 59.55
OWNER TERROF,
C. C. TERROF

COUNTRY CLUB

ROAD

DRIVE

LAMIRA LANE

STOCKS DIVISION ROAD

NORTHERLY R/W LINE

SECTION 28, T. 16 N., R. 2 E.

N. 89° 46' E. 254.00'

S. 75° 0' E. 100.00'