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First American Title Insurance Company  
Indianapolis Downtown—Corporate  
251 E. Ohio Street, Suite 200  
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.

The undersigned, LAKE MAXIMHALL ESTATES, INC., by M. L. Hall, President and Max Barney, Secretary, do hereby lay-off, plat and subdivide the real estate de-  
scribed herein, into lots and streets. This Subdivision shall be known and designated as LAKE MAXIMHALL ESTATES - SECTION 2, a Subdivision in Washington for  
Indiana. The lots and Blocks in this Subdivision and the use of said lots and Blocks by present and future owners or occupants shall be subject to the following con-  
ditions which shall run with the land.

A - Streets shown on the within plat and not heretofore dedicated, are hereby dedicated to the public.  
B - All lots shall be residential lots except Block "A", a B-5 or Business building zoning, and Block "B", which may be used as a residential lot or as a

C - There are strips of ground marked "Utility Strips", "Drainage Strips", "Sewer Utility Strips", and "Plaster and Utility Strips", of the widths as shown  
herein reserved as easements to the public utilities, not including transportation companies, for the installation of UNDERGROUND MAINS, SEWERS, DRAINAGE  
also, a "WALKWAY 10 feet in width off the entire North line of lots #33 through #38, both inclusive, to be used for an access easement. If  
the "Plaster and Utility Strip" of varying widths along the entire West line of this Subdivision, is herein reserved for the planting of shrubbery and  
shall be maintained as such by the owner or owners of lots which said strip traverse as buffer strip between said West line and the Michel Plate Rail

D - Front and rear building lines are hereby established as shown on the within plat, between which lines and the property lines of the streets,  
and maintained no permanent or other structures or part thereof except open porches and fences; no structure shall be located nearer than 15% of  
line, of 20 feet, whichever is the lesser, to any side line of any lot in this Subdivision, subject, however, to all zoning ordinances, except that  
person or persons own two adjoining lots not separated by an Utility Strip as shown on the within plat, such owner or owners may build a residence  
the dividing line and nearer than 20 feet to such dividing line, but no residence or accessory building thereto shall be erected nearer than 30 feet  
or accessory building.

E - No building shall be erected on any lot having an area of less than 20,000 square feet or a width of less than 100 feet at the front  
nor shall any lot in this Subdivision be re-subdivided into a building plat having an area less than 20,000 square feet.

F - No trailer, tent, basement, shaft, garage, barn or temporary structures of any kind, shall be used for temporary or permanent  
lot in this addition, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

G - No private sewerage or disposal method shall be employed or maintained except that a sanitary septic tank and adequate at-  
type and construction approved, in writing, by the Marion County Health and Hospital Board Corporation, may be used until  
sanitary Sewer system is available.

H - Until an approved water supply system shall be available in this area, individual wells shall be permitted pro-  
ficiency of supply and purity of the water is approved by the Marion County Health and Hospital Board Corporation.

I - No dwelling shall be permitted having a ground floor area of less than 1800 square feet in the east  
not less than 1000 square feet ground floor area in the case of a one and one half, two or two and  
provided, however, that not less than a total of 2000 square feet of living area is incorporated in  
one story in height. For the purpose of this covenant, the ground floor area shall be that area  
nearest to the elevation of the roadway in front of the dwelling. The minimum ground floor area shall  
instead of 1800 square feet as specified above, for lots on the West side of Shorewood Drive, name  
lots 23, 24, 27, 28, 31, 32, 33, 34 and 35 in said LAKE MAXIMHALL ESTATES - SECTION 2.

J - No building shall be erected, placed or altered herein until the building plans, specifications  
the location of such building have been approved in writing as to the conformity and harmon-  
existing structures in the neighborhood, as to conformity with the plat, including those of  
and finished ground elevations, by a commi-

CURVE  
R=1500  
T=1500  
L=3000  
CURVE  
A=180°30'  
R=3000  
T=5000  
L=10000  
EAST LINE  
2690  
WING  
SEC. 8  
EASEMENT  
166V, 24E

INHALL ESTATES, INC., by M. L. Hall, President and Max Barney, Secretary, do hereby lay-off, plat and subdivide the real estate described in the foregoing plat and streets. This subdivision shall be known and designated as LAKE MAXIHALL ESTATES - SECTION 2, a subdivision in Washington Township, Marion County, Indiana. This subdivision and the use of said lots and blocks by present and future owners or occupants shall be subject to the following conditions and restrictions, to be observed by the owner or owners of lots which said strips traverse as buffer strip between said West line and the Nickel Plate Railroad right-of-way.

within plat and not heretofore dedicated, are hereby dedicated to the public.

at identical lots except block "A", a B-5 or Business building zoning, and Block "B", which may be used as a residential lot or as an auxiliary or access area.

Ground marked "Utility Strips", "Drainage Strips", "Sewer Utility Strips", and "Plaster and Utility Strips", of the widths as shown on the within plat and as easements to the public utilities, not including transportation companies, for the installation of UNDERGROUND sewers, drains, ducts, lines and wires; feet in width off the entire North line of Lots #55 through #58, both inclusive, to be used for an access easement for pedestrian traffic only.

Utility Strip" of varying widths along the entire West line of this Subdivision, is herein reserved for the planting of shrubbery and landscaping items and as such by the owner or owners of lots which said strips traverse as buffer strip between said West line and the Nickel Plate Railroad right-of-way.

Building-lines are hereby established as shown on the within plat, between which lines and the property lines of the streets. there shall be erected permanent or other structures or part thereof except open porches and fences; no structure shall be located nearer than 15% of the lot width at the building

, whichever is the lesser, to any side line of any lot in this Subdivision, subject, however, to all zoning ordinances, except that in the case where the same is one two adjoining lots not separated by an Utility Strip as shown on the within plat, such owner or owners may build a residence or accessory building across and nearer than 20 feet to such dividing line, but no residence or accessory building thereto shall be erected nearer than 50 feet to any other residence building.

No building shall be erected on any lot having an area of less than 20,000 square feet or a width of less than 100 feet at the front building set-back line; nor shall any lot in this Subdivision be re-subdivided into a building plat having an area less than 20,000 square feet.

P - No trailer, tent, basement, shack, garage, barn or temporary structures of any kind, shall be used for temporary or permanent residential purposes on any lot in this addition, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

Q - No private sewerage or disposal method shall be employed or maintained except that a sanitary septic tank and adequate absorption bed or dry-wall of type and construction approved, in writing, by the Marion County Health and Hospital Board Corporation, may be used until such time as a public sanitary sewer system is available.

R - Until an approved water supply system shall be available in this area, individual wells shall be permitted provided that location, sufficiency of supply and purity of the water is approved by the Marion County Health and Hospital Board Corporation.

S - No dwelling shall be permitted having a ground floor area of less than 1800 square feet in the case of a one story structure or not less than 1000 square feet ground floor area in the case of a one and one half, two or two and one half story structure, provided, however, that not less than a total of 2000 square feet of living area is incorporated in any structure more than one story in height. For the purpose of this covenant, the ground floor area shall be that area which has an elevation nearest to the elevation of the roadway in front of the dwelling. The minimum ground floor area shall have 1800 square feet instead of 1800 square feet as specified above, for lots on the West side of Shoreswood Drive, namely Lots #12, 15, 16, 19, 20, 25, 24, 27, 28, 31, 32, 33, 34 and 35 in said LAKE MAXIHALL ESTATES - SECTION 2.

T - No building shall be erected, placed or altered herein until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures in the neighborhood, as to conformity with the plat, including these restrictions, and as to location of the building with respect to topography and finished ground elevations, by a committee composed of three to

2690  
SEC. 2  
EMEND. 16V, P. 2E

H - Until an approved water supply system shall be available in this area, individual wells shall be permitted provided that location, sufficiency of supply and purity of the water is approved by the Marion County Health and Hospital Board Corporation.

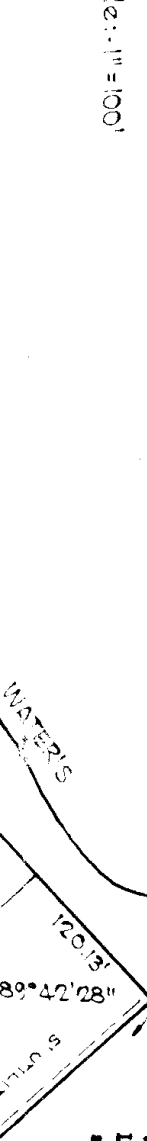
I - No dwelling shall be permitted having a ground floor area of less than 1800 square feet in the case of a one story structure or not less than 1000 square feet ground floor area in the case of a one and one half, two or two and one half story structure, provided, however, that not less than a total of 2000 square feet of living area is incorporated in any structure more than one story in height. For the purpose of this covenants, the ground floor area shall be that area which has an elevation nearest to the elevation of the roadway in front of the dwelling. The minimum ground floor area shall have 1800 square feet instead of 1800 square feet as specified above, for lots on the West side of Shorewood Drive, namely lots #12, 15, 16, 19, 20, 23, 24, 27, 28, 31, 32, 33, 34 and 35 in said LAKE MAXINHALL ESTATES - SECTION 2.

J - No building shall be erected, placed or altered herein until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures in the neighborhood, as to conformity with the plat, including these restrictions, and as to location of the building with respect to topography and finished ground elevations, by a committee composed of three to five persons chosen from among lot owners in Lake Maxinball Estates and elected annually by a majority vote of said lot owners. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee fails to approve or disapprove such design or location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said committee as set forth in this plat shall cease on and after twenty years from the date of the signing of this covenant or upon the erection of a building on each lot in said addition, whichever occurs sooner.

K - The right to enforce each and all of the limitations and 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 or other legal process is hereby reserved to each and every owner of the several lots in this subdivision, their grantees and assigns, who shall be entitled to such injunctive relief without being required to show any damages together with reasonable attorney's fee.

L - 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 valuing renewals and said written declaration shall be recorded in Land Records of Marion County, Indiana, in which event the provisions above set forth for renewal shall be null and void.

M - Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other

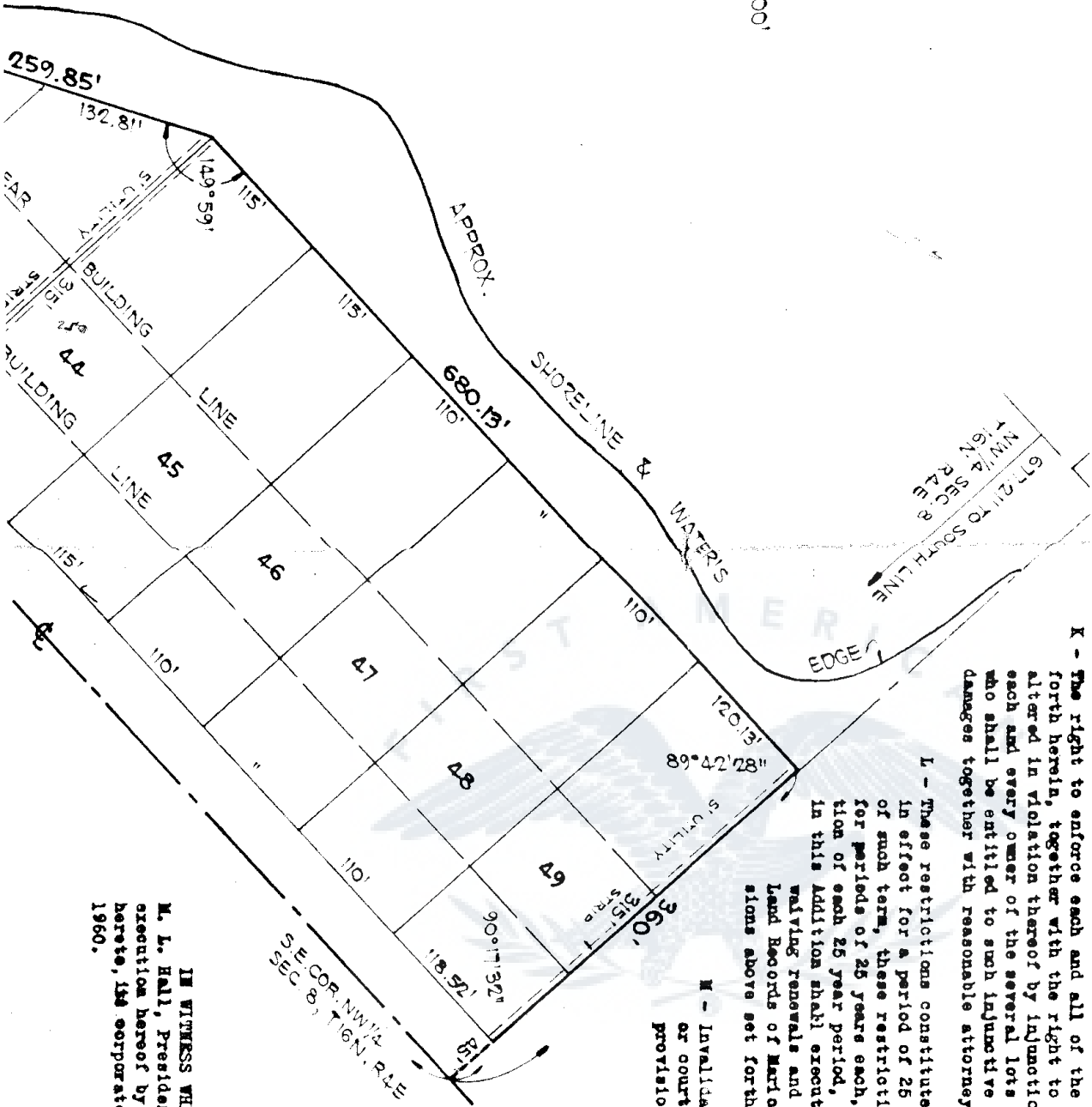


30 47  
SEC. 8  
1/4 SEC. 8  
1/4 SEC. 8

2:11 = 100'



Scale: 1" = 100'



K - The right to enforce each and all of the limitations and 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 or other legal process is hereby reserved to each and every owner of the several lots in this subdivision, their grantees and assigns, who shall be entitled to such injunctive relief without being required to show any damages together with reasonable attorney's fee.

L - 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 valuing renewals and said written declaration shall be recorded in Land Records of Marion County, Indiana, in which event the provisions above set forth for renewal shall be null and void.

M - 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.

IN WITNESS WHEREOF, said LAKE MARIHALL ESTATES, INC., by M. L. Hall, President and Max Barney, Secretary, has caused the execution hereof by its duly authorized officers and affixed hereto, its corporate seal, this 8th day of August 1960.