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Indianapolis Downtown—Corporate
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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, owners of record of all of the included tract, does hereby layoff, plat and subdivide the same into lots, streets and common property in accordance with the within plat and do hereby VACATE that part of Lake Maxinhall Estates-Section One, recorded December 1, 1965 as Instrument #64-53503 in the office of the Recorder of Marion County, Indiana, which said part is Lots 5, 7 and 8 including the front and rear building line contained within the boundary of the within plat.

This subdivision shall be known and designated as Lake Maxinhall Estates-Section Three, an addition, in Marion County, Indiana.

1. Street Dedication: All streets shown and not heretofore dedicated are hereby dedicated to the public for its use.
2. All lots, except the peninsula to the Indianapolis Power and Light Company High Tensions Line Tower at the South end of Lake Maxinhall, shall be designated as residential lots. On said residential lots, only 1 single family dwelling, with garage and accessory buildings, may be erected.
3. No structure, other than fences or attached open porches, shall be erected nearer to the front of the lot than the building line shown in the plat and no building shall be nearer than 10 feet to a side property line, subject, however, to all zoning ordinances.
4. No residence shall be erected on any lot which has an area of less than 20,000 square feet, or a width of less than 100 feet at the front building set back line.
5. No noxious or offensive trade or activity shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
6. No trailer, tent, basement, shack, garage, barn or other out-building erected hereon shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
7. No private sewage disposal method shall be employed or maintained.
8. No welling shall be permitted unless the ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1800 square feet, in the case of one-story structures, or not less than 1400 square feet in the case of one and one-half, two, or two and one-half story structures. The ground floor area shall be the floor area which has an elevation nearest to the elevation of the highway in front of the dwelling.
9. 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 Maxinhall 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 have 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.

8. No welling shall be permitted unless the ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1800 square feet, in the case of one-story structures, or not less than 1400 square feet in the case of one and one-half, two, or three and one-half story structures. The ground floor area shall be the floor area which has an elevation nearest to the elevation of the driveway in front of the dwelling.

9. 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 Maxinshall Estates and finished annually by a majority vote of said lot owners. In the event of death or resignation of any member of said committee and elected 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 have 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 service performed pursuant to this covenant. The powers and duties of said committee as set forth in this deed will 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 occur sooner.

10. 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 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 sightline limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway movement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

11. Enforcement: 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 therein 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 to any such owner or owners, by or through any such violation or attempted violation. Said provisions shall be in full force and effect until July 1, 2004 at which time said covenants shall be automatically extended for successive periods of ten years (10), unless by a 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 effect any of the other provisions which shall remain in full force and effect.

12. Covenants run with the land: The foregoing covenants, limitations and restrictions are to run with the land and are binding on all persons and parties claiming under them.

STATE OF INDIANA)
) SS
COUNTY OF MADISON)

Dated this 16 day of March, 1981

Personally appeared before me, the undersigned, a Notary Public in and for said County and State by Lake Maxinshall Estate, Inc. by Max Barney, President and Richard Hall, Secretary - Treasurer, and Estate of M.L. Hall by Mabel B. Hall, Executrix, and Max Barney

LAKE MAXINSHALL ESTATES,

RECEIVED FOR RECORD
APR 21 1981
MAY 7 1981