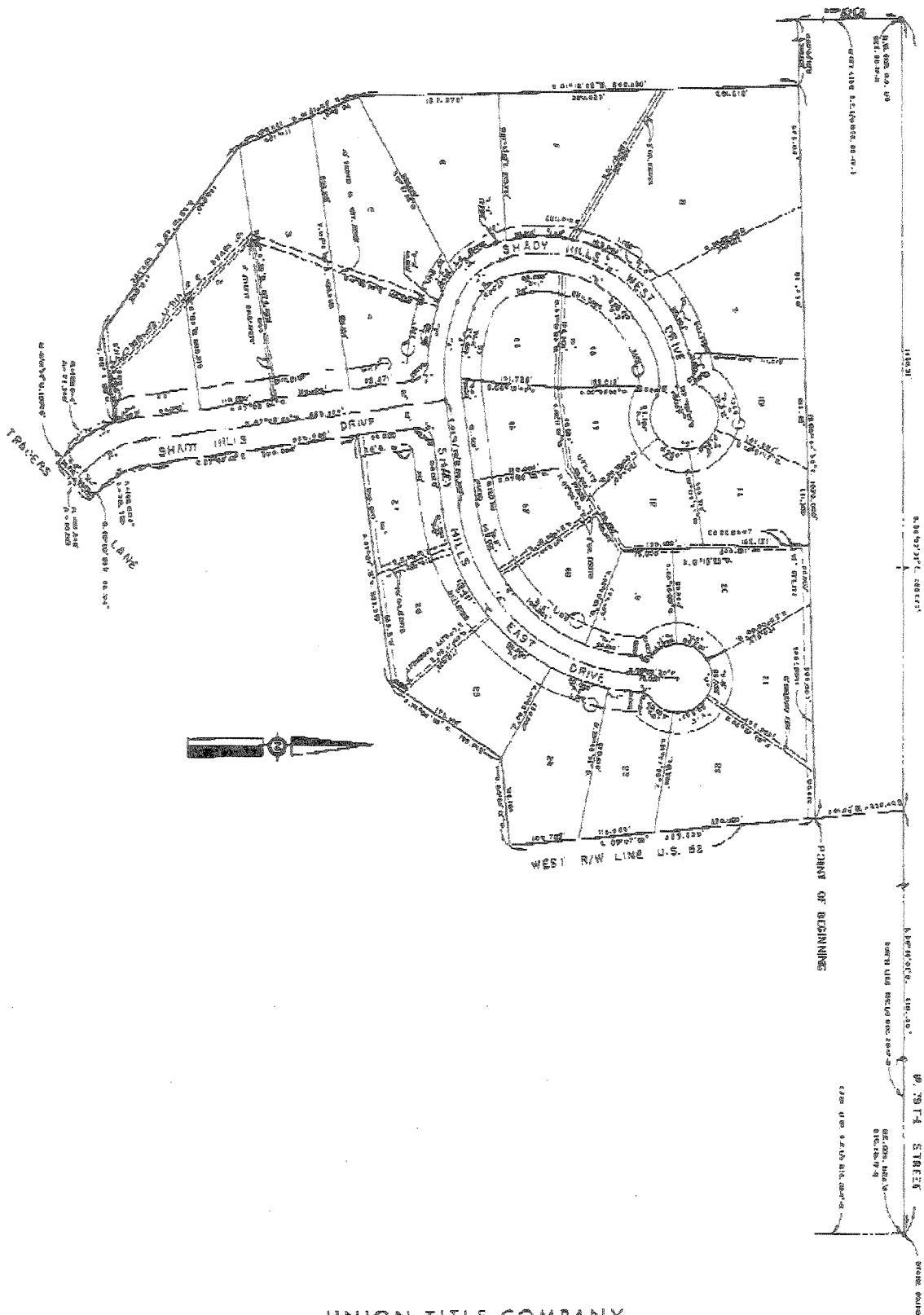


SHADY HILLS
INSTRUMENT #64-54531
RECORDED OCTOBER 21, 1964
RESTRICTIONS.

1. The streets not heretofore dedicated are hereby dedicated to the public. The lots in this subdivision and the use of said lots by present and future owners shall be subject to the following conditions and restrictions which shall run with the land.
2. There are strips of ground marked "Utility and/or Drainage Easements" shown on the within 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. The purchasers of lots in this subdivision shall make their title subject to the easements herein created and subject at all times to the rights of the proper authorities to service the utilities and the easements herein created. No permanent structures of any kind and no part thereof shall be built, erected or maintained on said utility easements. Trees shall not be placed in said easements except by the written permission of a duly authorized officer of all utility companies concerned.
3. Building setback lines are hereby established as shown on the within plat, between which lines and the property line of the streets, there shall be erected or maintained no permanent or other structures or part thereof.
4. All lots in this subdivision shall be designated as residential lots, except that with the consent of a majority of lot owners, a lot or lots may be used for School or Church purposes. Only one single family dwelling not exceeding three stories in height with accessory buildings, shall be erected or maintained on any lot in this subdivision.
5. No residence shall be maintained in this subdivision having a ground floor area, exclusive of garage and open porches, of less than 1200 square feet, if a 1½, 2 or 3 story structure.
6. No building or part thereof shall be constructed within 20 feet or 15% of the width of the lot at the building setback line, whichever is the smaller, from the side lot line. In a case where the same person or persons own one, two or more adjoining lots not separated by a utility easement as shown on the within plat, the foregoing restrictions shall apply only to the exterior side lines of said lots.
7. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the streets, 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 30 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 of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.
8. No trailer, tent, shack, basement, garage or temporary structure of any kind shall be used for temporary or permanent residential purposes on any lot in this subdivision. No noxious or offensive trade shall be carried on upon any lot in this subdivision nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
9. The right to enforce each and all limitations and conditions and restrictions are 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 lot 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 fees.
10. 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 for periods of 25 years each, unless at least one year prior to the expiration of a 25 year period, the owner or owners of a majority of the lots in this subdivision shall execute and acknowledge a declaration in writing waiving renewals and said written declaration shall be recorded in the Land Records of Marion County, Indiana, in which event the provisions above set forth shall be null and void.
11. Invalidiation 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.
12. The right of enforcement of these covenants is hereby granted to the Metropolitan Plan Commission, its successors or assigns.

SHADY HILLS
INSTRUMENT #64-34531



UNION TITLE COMPANY