GRAY MEADOWS SUB

THIRD SECTION

Marion

The undersigned, EARL W. & EDITH K. GRAY, husband and wife, owners of the real estate described on the preceding page 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 herebefore 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 created, and no permanent structures 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 the subdivision, and as to location of the building with respect to the topography and finished ground elevation by Earl W. 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 30 days, frustrated such plans are not contrary to these covenants. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed.

WITNESS OUR HANDS:

[Signature]

State of Indiana  
County of Marion  

Before me, the undersigned, a Notary Public in and for the said State, appeared acknowledges the Act and Deed for signature.

WITNESS

My Committee

[Signature]
SUBDIVISION

7. The right to erect, place 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 the several lots in this subdivision, their grantees and assigns,
who shall be entitled to such injunctive relief without being required to
waive any damages, together with reasonable attorneys' fees. The Metro-
urban Plan Commission of Marion County shall also have the right of
enforcement of all the foregoing covenants.

6. These restrictions constitute covenants running with the land and
shall be in effect for a period of 20 years from date, provided that at
the expiration of the whole term these restrictions shall be automatically
renewed thereafter for periods in 25-year periods, 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 authorizing renewals and joint 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.

8. 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 15th day of September, 1967.

Earl M. Gray
Elden H. Gray

State of Indiana:

County of Marion:

Before me, the undersigned, a Notary Public, in and for said County and
State, appeared Earl M. Gray and Edith H. Gray, his heirs, who
acknowledged the execution of the foregoing instrument as their volun-
tory act and deed for the use and purpose therein expressed, and affixed their
signatures thereto.

Witness my hand and seal this 15th day of September, 1967.

Notary Public

My Commission expires 4-12-68