

JUL-17-2003 18:24 FIRST AMERICAN TITLE 017 884 7339 P.02

The undersigned, _____, by _____, being _____, President and _____, the owners of the described real estate do hereby lay off, plat and subdivide the same into lots and streets in accordance with the within plat. The within plat shall be known and designated as SUMMERFIELD SOUTH, SECTION FOUR, an Addition in Marion County, Indiana.

1. All streets shown and not heretofore dedicated are hereby dedicated to the public.
2. All numbered lots in this Addition shall be designated as residential lots. Only one single family residence with attached accessory building and not exceeding 35 feet in height may be erected or maintained on said lots.
3. Front building lines are established as shown on this plat between which lines and the right-of-way lines of the street no structure shall be erected or maintained. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations two (2) and six (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 twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded corner, from the intersection of the street lines extended. The same sightline limitations shall apply to any lot within ten (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 distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.
4. No one story residence shall be erected on any lot in this Addition having a main floor area of less than 900 square feet and no residence with more than one story shall have a main floor area of less than 660 square feet nor less than 900 square feet of total living area exclusive of open porches, garages or basements.
5. No trailer, boat, camper, motorcycle, truck or other vehicle not related to residential use shall be stored, temporarily or permanently, on any lot in this subdivision, nor shall any tent, shack, barn or other outbuilding or temporary structure be used for temporary or permanent residence purposes or any other purpose in any lot in this Addition.
6. No noxious or offensive trade shall be carried on upon any lot in this Addition nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
7. No poultry or farm animals shall be raised or maintained on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or bird.

SUMMERFIELD SOUTH

SECTION FOUR

COVENANTS

8. There are strips of ground shown on the within plat marked Drainage Easements and / or Utility Easements which are hereby reserved for the use of public utility companies not including transportation companies for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drains subject at all times to the authority of the City of Indianapolis, Indiana and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips. The owners of such lots in this Addition, however, shall take their title subject to the rights of the public utilities.
9. 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 any septic tank, absorption bed or structure erected or maintained in violation thereof is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs and assigns, and the Metropolitan Development 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. Such provisions shall be in full force and effect for twenty-five (25) years from recording date, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
10. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them.
11. It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Department of Public Works of the City of Indianapolis and the requirements of all drainage permits for this plat issued by said Department.
12. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, commitments, restrictions or other limitations

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12. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance 58-AO-3, as amended, or any other conditions attached to approval of this plat by the Plat Committee.

IN WITNESS WHEREOF,

by

its and their names to be subscribed this _____
day of _____, 19____.

BY: C. L. WININGS & ASSOCIATES, INC.

*253-5513

BY: *C. L. Winings*
C. L. WININGS, PRESIDENT

State of Indiana)

County of HARRIS) SS:

Before me, a Notary Public in and for said County and State
personally appeared C. L. WININGS

and who acknowledge the execution of the above
foregoing instrument as its and their voluntary act and deed.

Witness my signature and notarial seal this 31st day of
SEPTEMBER, 1987.

My Commission expires 3-8-91.

Margaret F. Guad

NOTARY PUBLIC