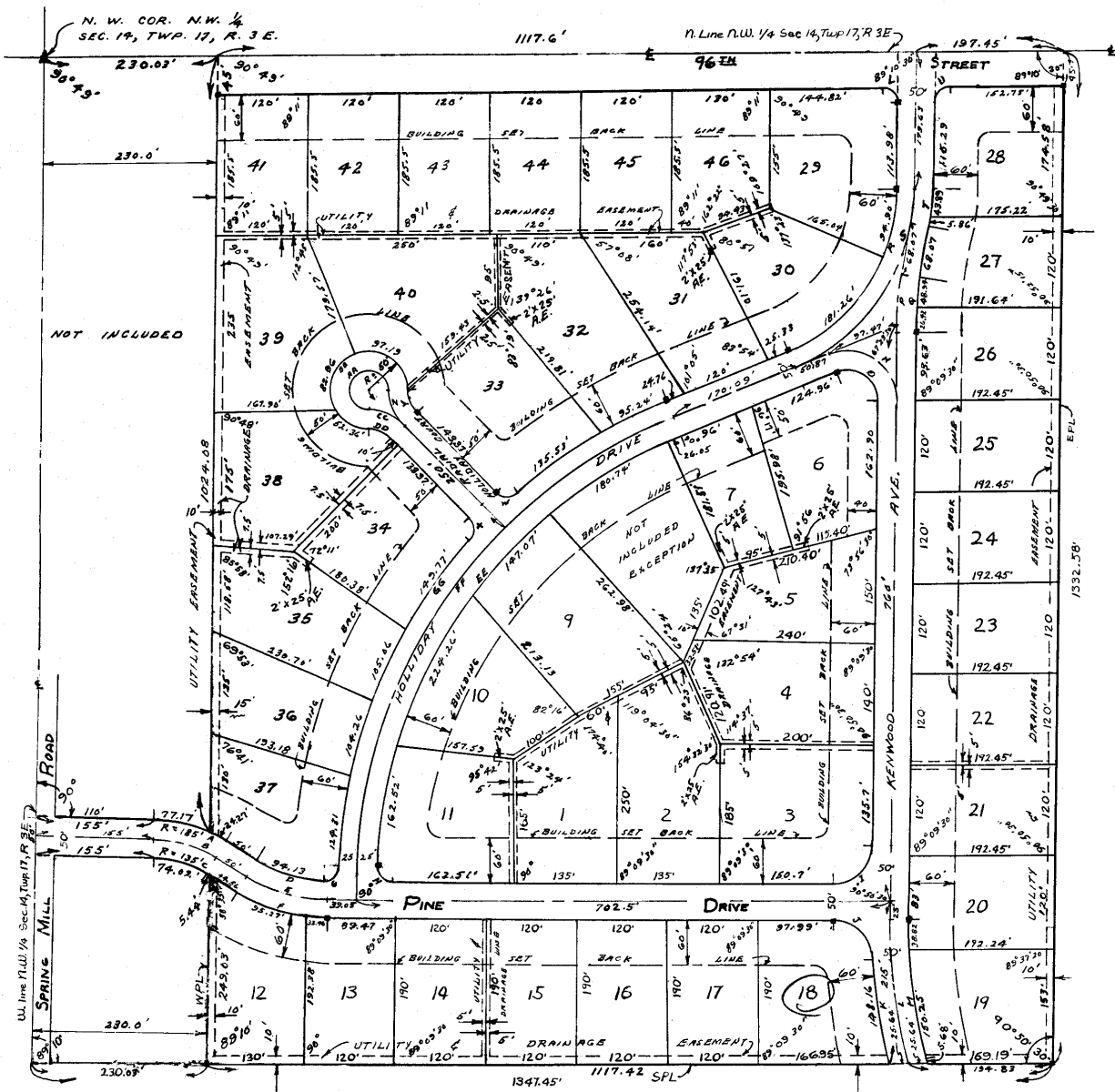


BELLE MEADE ESTATES

PLAT BOOK 31

PAGE 433



W. Line N.W. 1/4 Sec. 14, Twp. 17, R. 3 E.
SPRING MILL ROAD



Lot 69-1643-0 18

UNION TITLE COMPANY

*Side 15'6"-20'
Area 1800-1500
zoned D-2*

BELLE MEADE ESTATES
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RECORDED MARCH 29, 1961

RESTRICTIONS

All streets shown on this plat and not heretofore dedicated are hereby dedicated to the public.

In order to afford adequate protection to all present and future owners of lots in this subdivision, the undersigned owners hereby adopt and establish the hereinafter described protective covenants, each and all enuring to the benefit of each and every owner of any lot or lots in said subdivision, their heirs or assigns, binding all the same each grantor and their heirs or assigns. These covenants are to run with the land and shall be binding on all owners of lots in this subdivision and all persons claiming under them until January first (1st), 1980, at which time said covenants shall expire unless, by a majority vote of the owners of the lots in said subdivision at that time, said covenants shall be extended or changed and such extension or change be evidenced in writing and recorded in the Office of the Recorder of Marion County, State of Indiana.

1. All lots in this subdivision shall be known and described as residential lots.
2. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one (1) single-family dwelling not to exceed two (2) stories in height, a private garage for not more than three (3) cars, and such other out-buildings usual and incidental to the use of such residential lot.
3. No building shall be erected, placed, or altered on any building plot in said subdivision unless the external design and a plot plan showing the location of such building, shall have been approved in writing as to conformity and harmony of external design with existing structures in said subdivision and as to the location of the building with respect to topography and finished ground elevations by the above named owners or their duly authorized agent. In the event such owners, or their agents, fail to approve or disapprove such design and location within ten (10) days after such plans have been submitted to them, then such approval will not be required and this covenant will be deemed to have been fully complied with. The completion, alteration or placement of a structure for thirty days shall be considered prima facie evidence of said approval. No charge shall be made to any purchaser of any of said lots for examining plans or giving approval as above provided. The aforesaid approval shall not be required after June 1, 1966, unless prior thereto and effective thereon a written instrument shall be executed by the recorded owners of the majority of the lots in said subdivision at that time, and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same power with respect to such approval or disapproval previously exercised by the aforesaid owners or agent.
4. 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 sightline limitations shall apply to any lot 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 of such intersections unless the foliage line is maintained at sufficient height to prevent abstraction of such sight lines.
5. No building or other structure be located nearer to the front line of any lot than the building set-back line shown on this plat. No building, except a detached garage or other out-building located one hundred (100) feet or more from the front lot line, shall be located nearer than 15 percent of the width of the lot at the building set-back line shown on this plat or twenty (20) feet, whichever is the lesser, to any side line, unless two or more lots are used as the site of one dwelling which extends across the dividing line or lines of such lots; in which event, the aforesaid "side line" shall mean an outside boundary of the lots so used as said site. In addition to conforming with the foregoing part of this covenant numbered 5, each lot owner shall comply with limitations with respect to side and rear yard lines imposed by any Metropolitan Plan Commission or by any ordinance adopted by any Marion County, or other authority having jurisdiction over said lot.
6. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.
7. No trailer, basement, tent, shack, garage, barn or other out-building erected in said subdivision shall be used at any time as a residence temporarily or permanently; nor shall any structure of temporary character be used as a residence.
8. The ground floor area of the main structure, exclusive of one-story open porches, shall be not less than eighteen hundred (1800) square feet in the case of a one-story structure, nor less than fifteen hundred (1500) square feet in case of a one and one-half or two story structure.
9. There are several strips of ground of a width shown on this plat and marked "Utility Easement," which are reserved for public utility companies, not including transportation companies, for the installation and maintenance of poles, mains, ducts, lines, wires, sewers and drains, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structure shall be erected on any of said strips, but owners of lots in this subdivision shall take title to the same, subject to the rights of the public utility companies and owners to ingress and egress in, along, across, and through the strips so reserved.
10. There are some strips of ground shown on this plat and marked "Drainage Easement" which are reserved for surface drainage purposes subject at all times to the proper authorities. No structure tending to interfere with any such drainage purposes shall be erected upon or over any such strip, and owners of lots upon which such easements are so indicated shall take title to such lots respectively, subject to such easements and reservations and the rights of the proper authorities with respect thereto and subject also to the rights of the utilities companies as set forth in covenant numbered 9 above.
11. Until such time as a sanitary sewer system is available for use in this subdivision, no sewage disposal method be installed or maintained except a sanitary septic tank and adequate absorption bed of a type and construction conforming to the Marion County Sanitary Code. No other sanitary provision or device shall be employed or permitted to remain on any lot in this subdivision except that where a proper septic tank shall have been installed prior to the availability of a sanitary sewer system, said septic tank may be maintained and there shall be no obligation to connect to the said sanitary sewer system.