





and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 13th day of September 1917.

Viola M. Christena (L.S)

Notary Public, Marion County, Ind.

My commission expires May 16, 1921

Recorded September 13, 1917 at 3:10 o'clock P. M.

DR 582-279

21996 / Montgomery S. Lewis to Charles S. Lewis 279

This Indenture Witnesseth, That Montgomery S. Lewis and Helen Heywood Lewis, his wife, of Marion County, in the State of Indiana,

Convey and Warrant

to Charles S. Lewis, of Marion County, in the State of Indiana, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following real estate in Marion County, in the State of Indiana, to-wit:

Part of the West Half of Section No. Two (2) and Part of the East Half of Section No. Three (3) and Part of the South-West Quarter of Section No. Three (3) and Part of the North-West Quarter of Section No. Ten (10), all in Township Sixteen (16) North, Range Four (4) East in Marion County, State of Indiana, described as follows to-wit:

Beginning on the South line of said Section No. Three (3) at a point 425 feet East of the South-west corner thereof, thence East along the South line of said Section and along the South line of said Section No. Two (2) 7505.42 feet to the South-East corner of the West Half of said Section No. Two (2), thence North along the East line of the West Half of said Section No. Two (2) 2665 feet to the North-East corner of the South-West Quarter of said Section No. Two (2), thence West along the North line of said South-West Quarter of said Section No. Two (2) 1440.5 feet to a point 184 links West of the North-East corner of the West Half of the South-West Quarter of said Section No. Two (2), thence along the center of Fall Creek following the meanderings thereof in a Westerly, North-Westerly, South-Westerly and Southerly direction to the South line of said Section No. Three (3) at the point of beginning; also beginning in the center of a County road on the North line of said North-West Quarter of said Section No. Ten (10) at a point 1700 feet West of the North-East corner thereof, and running with the center of said road South 79 $\frac{1}{2}$  degrees West 462 feet more or less to the center of Fall Creek, thence Northwardly with the center of said Creek to the North line of said Section No. Ten (10) thence East 474 feet more or less to the point of beginning;

Being all the real estate and property designated and named "Brendonwood" in the Plat thereof as recorded on the 21st day of August, 1917, in the office of the Recorder of said Marion County, Indiana, in Plat Book No. 18 at Page No. 14, which contains one hundred and ten tracts designated and named Plots and numbered respectively from One (1) to One Hundred and Ten (110), both inclusive, and divers private roads, drives, lanes, paths and ways and certain vicinage reservations; all subject to the public easement in the highway designated as Military Drive; and further

Subject to the following conditions and the following covenants, stipulations and agreements, each and all of which covenants, stipulations and agreements are to have the effect of a covenant running with the land; and by his acceptance of this Instrument of Conveyance the said Charles S. Lewis binds himself, his heirs and assigns,

to perform, fulfill, abide by and carry out each and every of said covenants, stipulations and agreements, and, further, at all times to acquiesce in the intent of the above grantors to make, have and keep all of said covenants, stipulations and agreements as to each of said one hundred and ten Plots and the successive owners thereof while in possession, but not in perpetuum, covenants running with the land; to-wit:

A. The said Charles S. Lewis will procure to be presently incorporated under the laws of the State of Indiana, a corporation, which shall have the name, Brendonwood Common, and shall be a corporation not organized for profit and having no more than 110 memberships or interests, and the certificates therefor shall respectively evidence one membership or interest each and shall be numbered from 1 to 110, both inclusive, and the reissued certificates shall bear the original numbers respectively, with the added designation of a letter or letters of the alphabet; and he will convey to such Brendonwood Common all of said real estate and property in said Plat of Brendonwood, save only said one hundred and ten Plots, and will provide that the owner of each of said one hundred and ten Plots shall become the owner of the one of said membership or interest certificates which bears a serial number which is the same as the number of his Plot, and that such certificate shall be and shall forever continue to be appurtenant to said correspondingly numbered Plot and shall be transferable only to the successive purchasers and owners of said Plot in its entirety; and he will make it a part of the terms and provisions of such conveyance that such Brendonwood Common will take and hold the title of said premises, not only for its own corporate purposes but also in such manner and to the end that the several roads, drives, lanes, paths and ways shall not become public, but shall be used by said Brendonwood Common for its own objects and shall be used in common for ingress and egress by the respective owners of said Plots, their families, friends and employes, and that the lands designated on said Brendonwood Plat as "Vicinity Reservations" shall also be held for the uses of said Brendonwood Common and for such uses in common by the respective owners of said Plots, their families, friends and employes, as from time to time the said Brendonwood Common shall devote the same or any part thereof;

B. Said Charles S. Lewis shall procure it to be provided in and by the Articles of Association of such Brendonwood Common or by its By-Laws that such Brendonwood Common shall have among its other allied franchises the following powers, to-wit:

- (1) To make contracts for the installation, and maintenance and operation of service utilities.
- (2) To adopt, and enforce by appropriate methods, By-Laws prescribing Rules and Regulations providing for the assessment and collection of charges against the owners of said Plots and the land thereof for meeting the expenses of the reasonable care, protection, maintenance and further development of all the property in said Brendonwood Plat devoted to a use in common by the owners of the several Plots, as hereinbefore outlined, including the installation of service utilities, and for the payment of all taxes, municipal assessments or any other governmental charges that may at any time be laid upon or against the property of said Brendonwood Common, or the said Corporation

itself, and the equitable reimbursement to any owner of a Plot of any sum which has been paid for any municipal or other governmental assessments, not, however, including interest or costs attached thereto, for benefits to his Plot resulting from any highway improvement, sewer construction or other like public work.

(3) To adopt, and enforce by appropriate methods, By-Laws regulating all matters of policing, prohibiting nuisances; removing through its own or contractual agencies all garbage, ashes and solid and liquid refuse from said Plots, and providing for assessing and collecting from the respective owners of the Plots from which such garbage, ashes and liquid and solid refuse are removed the cost of such removal and establishing a lien for such assessment; and protecting the general welfare of the community.

(4) To adopt, and enforce by appropriate methods, By-Laws prescribing Rules and Regulations touching structure locations and set-backs, and plans and designs of buildings.

C. It is expressly understood and agreed that by his acceptance of this deed of conveyance the grantee, said Charles E. Lewis, agrees for himself, his heirs and assigns, that he takes the said deed of conveyance and all the real estate thereby to him conveyed subject to each of the following covenants which shall run with the land respectively against and in favor of each and all persons who shall from time to time respectively be the owners of the several Plots in said Brendonwood, which by the plat thereof, is designated "An Addition" and hereinafter referred to as Brendonwood Addition, and of Brendonwood Common (the owner of the vicinage reservations) but shall not be considered as working forfeiture of title or reversion, and the obligation of said covenants shall be binding on each owner of a Plot while he is in possession thereof, not, however, in perpetuum, but each successive owner of a Plot by his act of taking title thereto shall be held to assent to all of said covenants and to assume and to bind himself by and to every positive and negative obligation thereof, viz:

(1) That said Charles E. Lewis, his heirs and assigns, will not use any one of said Plots, or fractional part thereof, for the building, maintaining, keeping or suffering thereon any dairy, laundry, sanitarium, undertaking establishment, any kind of business building or place for the manufacture or sale of commodities of any sort; apartment house, two-family house, more than twofamily house, double or duplex house; inn, boarding house or place of any sort for the serving of food or other refreshments to the public; public garage, stable or hall; sign painted on or attached to any building or Plot; cess pool, privy or privy vault, or receptacle of any kind for the storage of liquid waste, except septic tanks and the dry wells connected therewith and the stable and stable yard drainage, or other equally efficacious sanitary device; draft horses, wagons and equipment for doing work under contract or for hire; hogs, goats, stallions, rams, bulls or jacks; or nuisance of any sort;

(2) That said Charles E. Lewis, his heirs and assigns, will not erect or maintain on any of said one hundred and ten Plots more than one residence building designed for occupancy by one family only, together with buildings for servants' quarters, garage, stable and other customary appurtenant uses, which residence and appurtenant buildings shall be located and constructed in accordance with plans approved in advance by said Brendonwood Common, provided that no plan for the construction of a residence building at a cost less than \$5,000.00 shall be approved save upon the consent in writing of the owners of all the Plots;

(3) That the said Charles E. Lewis, his heirs and assigns, will, in advance of doing any work upon any one of said Plots of the character hereinafter

stated submit to said Brendonwood Common for its approval, the plans for any major grading of Plots, for driveways and walks over road-side lawns, for all buildings, fences, walls and other structures, including alterations thereof and additions thereto, and the locations of driveways and walks over road-side lawns, buildings, fences, walls and other structures, and will do none of such work until the plans therefor shall have been approved by said Brendonwood Common;

(4) That said Charles S. Lewis, his heirs and assigns, will not occupy as a dwelling house, temporarily or otherwise, any structure not designed for residence except after the granting of a written permission so to do for a limited time by said Brendonwood Common, provided that this requirement shall not be applicable to the servants' quarters on any Plot, the residence on which is occupied;

(5) That said Charles S. Lewis, his heirs and assigns, will not cut or remove from any hillsides or slopes, any shrubbery or undergrowth, or any tree wherever standing on any Plot, except for building or landscaping purposes, and then not without the written permission of said Brendonwood Common;

(6) That said Charles S. Lewis, his heirs and assigns, will not do any act that will result in the partition or subdivision of any one of said one hundred and ten Plots, and will not by voluntary deed or by acquiescence in any judicial sale, or other judicial proceedings, assist in making a separate ownership of any possible fractional parts of any Plots, except with the written consent of said Brendonwood Common authorized by the affirmative votes of the owners of not less than one hundred and five (105) Plots;

(7) That said Charles S. Lewis, his heirs and assigns, will not grant any easements, licenses, or rights of way in, upon, under or over any Plot for any conduits, lines, poles or pipes of any public or private utility except with the written consent of said Brendonwood Common;

(8) That said Charles S. Lewis, his heirs and assigns, will not discharge effluent, sanitary or other drainage from any building or animal or poultry yard except through septic tanks or other equally efficacious sanitary devices (the plans and locations of which tanks or devices shall have been approved in advance of their construction and installation by said Brendonwood Common) and then not above or below the surface thereof onto or into any adjoining Plot, road, drive, lane, path, way, ravine, brook, stream, or creek (including Fall Creek) or the surface drainage system of said Brendonwood Addition, and after connection may be had with a sanitary sewer system will not discharge any such above designated drainage into any receptacle or channel except such sewer system, without the written consent of said Brendonwood Common;

(9) That said Charles S. Lewis, his heirs and assigns, will not sell and convey or demise and lease for any term whatsoever any Plot to any person who is not a member of the White race;

(10) That said Charles S. Lewis, his heirs and assigns, will faithfully adhere to the general plan, antecedently to this deed adopted by both the grantors and grantee, that said Brendonwood Addition shall be and remain a Self-Regulated Residential Zone, as stated in the certificate of the Recorded Plat of said Addition, and will always recognize that each and all of the aforesaid covenants which run with the land are essential factors in the carrying out of said general plan, and do and will agree that each of the foregoing provisions

In Witness Whereof, the said Montgomery S. Lewis and Helen Heywood Lewis,  
his wife, have hereunto set their hands and seals this Thirteenth day of September,  
1917.

Montgomery S. Lewis (Seal)

Helen Heywood Lewis (Seal)

State of Indiana,

Marion County, SS:

Personally appeared before me, the undersigned, a Notary Public in and for  
said County and State, Montgomery S. Lewis and Helen Heywood Lewis, his wife, grantors  
in the annexed and foregoing deed of conveyance, and duly and severally acknowledged  
the execution of said deed of conveyance to be their voluntary act and deed for the  
uses and purposes therein expressed.

Witness my hand and Notarial Seal this 13th day of September 1917.

Viola M. Christena (M.C.)

Notary Public, Marion County, Ind.

My commission expires May 16, 1921

Recorded September 13, 1917 at 3:10 o'clock P. M.