

BROOKFIELD ESTATES ^{Sec. 1} 86-96487

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RECORD
MARION CO.
RECORDED

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BROOKFIELD ES
RESTRICTIVE

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "BROOKFIELD ESTATES SECTION 1", A RESIDENTIAL SUBDIVISION IN MARION COUNTY, INDIANA

THE STREETS AND RIGHT-OF-WAY AS SHOWN ON THE PLAT SHALL BE DEDICATED TO THE PUBLIC AND MAINTAINED BY THE INDIANAPOLIS DEPARTMENT OF TRANSPORTATION.

THERE ARE STRIPS OF LAND SHOWN ON THE PLAT MARKED AS FOLLOWS:

"DRAINAGE EASEMENTS" WHICH ARE HEREBY RESERVED FOR THE INSTALLATION AND MAINTENANCE OF DRAINAGE IMPROVEMENTS (SWALES, DITCHES, PIPES, MANHOLES, INLETS, ETC.)

"SANITARY SEWER EASEMENTS" WHICH ARE HEREBY RESERVED FOR THE INSTALLATION AND MAINTENANCE OF SANITARY SEWER FACILITIES (PIPE, MANHOLES, CLEANOUTS, ETC. ON THE MAIN.

"LANDSCAPE EASEMENT" WHICH IS HEREBY ESTABLISHED TO PROHIBIT DIRECT ACCESS FROM ANY LOT FRONTING ON EMERSON AVENUE.

"UTILITY EASEMENTS" WHICH ARE HEREBY RESERVED FOR PUBLIC UTILITIES, (ELECTRICITY, GAS, TELEPHONE, WATER, CABLE TELEVISION FACILITIES, ETC) NOT INCLUDING TRANSPORTATION COMPANIES, FOR THE INSTALLATION AND MAINTENANCE OF POLES, MAINS, DUCTS, LINES AND WIRES.

PURCHASERS OF LOTS IN THIS SUBDIVISION SHALL TAKE TITLE, SUBJECT TO THE EASEMENTS HEREBY CREATED AND SUBJECT AT ALL TIME TO THE RIGHTS OF PROPER AUTHORITIES TO SERVICE THE UTILITIES AND THE EASEMENTS HEREBY CREATED. AND NO PERMANENT STRUCTURE OF ANY KIND AND NO PART THEREOF, EXCEPT FENCES, SHALL BE BUILT, ERECTED OR MAINTAINED ON SAID STRIPS. HOWEVER, IT SHALL BE THE LOT OWNERS RESPONSIBILITY TO PAY FOR THE REMOVAL, RELOCATION, REPLACEMENT OR REPAIR OF SAID FENCES WHEN LOCATED WITHIN SAID EASEMENTS. NO FENCE SHALL BE PERMITTED WITHIN "DETENTION AREAS".

THE LOTS IN THIS SUBDIVISION AND THE USE OF THE LOTS IN THE SUBDIVISIONS 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 FOREGOING 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. THE BUILDING LINE SET BACK FOR ALL LOTS FRONTING EMERSON AVENUE SHALL BE SIXTY FEET (60'). THE BUILDING SET BACK FOR ALL OTHER LOTS SHALL BE SO DESIGNATED ON THE PLAT.
2. ALL LOTS IN THIS SUBDIVISION AND RESIDENCES ERECTED ON THESE LOTS SHALL COMPLY WITH THE METROPOLITAN PLAN COMMISSION DWELLING DISTRICT ZONING ORDINANCE, UNDER "D-4" DWELLING DISTRICT THREE REGULATIONS, UNLESS GREATER RESTRICTIONS ARE SET OUT IN THE FOLLOWING RESTRICTIVE COVENANTS.
3. ALL LOTS SHALL BE USED FOR RESIDENTIAL PURPOSES AND NO DWELLING SHALL BE PERMITTED ON ANY LOT IN THIS SUBDIVISION UNLESS THE GROUND FLOOR LIVING AREA, EXCLUSIVE OF OPEN PORCHES AND TWO CAR GARAGES, SHALL NOT BE LESS THAN 1100 SQUARE FEET FOR A ONE-STORY DWELLING, NOR LESS THAN 800 SQUARE FEET FOR A DWELLING OF MORE THAN ONE-STORY.
4. ALL RESIDENCE CONSTRUCTED WITHIN THIS DEVELOPMENT SHALL HAVE ATTACHED TWO CAR GARAGES HAVING BRICK OR STONE FRONTS. IN THE CASE OF A TWO STORY THE UPPER LEVEL SHALL BE EXCLUDED. ALL DRIVEWAYS SHALL BE HARD SURFACES WITH EITHER CONCRETE OR ASPHALT.

5. EVERY BUILDING OR PART THEREOF SHALL BE SO LOCATED AS TO PROVIDE A SIDE YARD ON EACH SIDE OF SAID BUILDING IN ACCORDANCE WITH MARION COUNTY ZONING ORDINANCE OF 1966, IN "D-4" CLASSIFICATION, EXCEPT; THAT IN THE CASE WHERE THE SAME PERSONS OWN TWO ADJOINING LOTS NOT SEPERATED BY A UTILITY STRIP AS SHOWN ON THE PLAT, THEN THIS RESTRICTION SHALL APPLY TO THE LOT LINES OF THE EXTREME BOUNDARIES OF THE MULTIPLE LOTS.
 6. NO TRAILER, TENT, SHACK, BASEMENT, GARAGE OR TEMPORARY STRUCTURE OF ANY KIND SHALL BE USED FOR TEMPORARY OR PERMANENT RESIDENTIAL PURPOSES, NOR SHALL ANY STRUCTURE OF ANY TEMPORARY NATURE, EXCEPT MINI-BARNS AND MANUFACTURED OUTBUILDINGS, BE CONSTRUCTED OR MOVED INTO OR USED ON ANY LOT IN THE DEVELOPMENT. NO BOAT, TRAILER, OR CAMPER OF ANY KIND SHALL BE KEPT OR PARKED UPON SAID LOT EXCEPT WITHIN A GARAGE OR OTHER APPROVED STRUCTURE. NO OBNOXIOUS OR OFFENSIVE TRADES SHALL BE CARRIED ON UPON ANY LOT OR LOTS IN THIS ADDITION NOR SHALL ANYTHING BE DONE THEREON WHICH SHALL BE OR BECOME A NUISANCE TO THE NEIGHBORS.
 7. THE REPAIR OR STORAGE OF INOPERATIVE MOTOR VEHICLES OR MATERIAL ALTERATION OF MOTOR VEHICLES SHALL NOT BE PERMITTED ON ANY LOT UNLESS ENTIRELY WITHIN A GARAGE PERMITTED TO BE CONSTRUCTED BY THESE COVENANTS.
 8. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT, EXCEPT DOGS, CATS OR OTHER ANIMALS GENERALLY AND CUSTOMARILY RECOGNIZED AS HOUSEHOLD PETS, PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL USE.
 9. 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 AND 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 MAINTAINED AT SUFFICIENT HEIGHTS TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES. NO FENCES SHALL BE PERMITTED TO BE CONSTRUCTED BETWEEN THE FRONT SET BACK LINE AND THE STREET CURB.
 10. 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 THIS SUBDIVISION, AND AS TO LOCATION OF THE BUILDING WITH RESPECT TO THE TOPOGRAPHY AND FINISHED GROUND ELEVATION BY ROBERT J. COOK AND ROBERT J. WILSON OR BY A REPRESENTATIVE OR REPRESENTATIVES DESIGNATED BY THEM. IF SAID COMMITTEE SHALL FAIL TO ACT UPON ANY PLANS SUBMITTED FOR ITS APPROVAL WITHIN 30 DAYS, THEN THE OWNER MAY PROCEED WITH THE BUILDING PLANS SUBMITTED, PROVIDED 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 PURSUANT TO THIS COVENANT.
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11. ALL AREAS ENCLOSED WITHIN DRAINAGE EASEMENTS ON THE PLAT ARE HEREBY DESIGNATED AS STORMWATER MOVEMENT/DETENTION OR RETENTION AREAS, AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THOSE AREAS TO MAINTAIN SUCH AREAS IN SUCH CONDITION THAT THE FLOW OF STORM DRAINAGE WATERS ON, ACROSS, AND FROM SUCH AREAS SHALL NOT BE IMPEDED, DIVERTED OR ACCELERATED. SUCH USE FOR STORM WATER MOVEMENT OR RETENTION OR DETENTION IS HEREBY DECLARED TO BE AN EASEMENT AND SERVITUDE UPON SUCH LAND FOR THE BENEFIT OF THE OWNERS OF OTHER LAND INCLUDED WITH THE PLAT, UPSTREAM OR DOWNSTREAM, AFFECTED BY SUCH USE, AND FOR ANY PROPER AGENCY OR DEPARTMENT OF THE CITY OF INDIANAPOLIS. THE CITY OF INDIANAPOLIS IS HEREBY GIVEN THE RIGHT TO OBTAIN ACCESS TO SUCH AREAS TO PERFORM MAINTENANCE, AND TO PERFORM SUCH MAINTENANCE AS MAY BE NECESSARY TO PROTECT SUCH EASEMENT AND SERVITUDE RIGHTS, NO PERMANENT STRUCTURE OF ANY KIND AND NO PART THEREOF, EXCEPT FENCES SHALL BE BUILT, ERECTED OR MAINTAINED WITHIN SAID DRAINAGE EASEMENTS, WHEN FENCES ARE BUILT, ERECTED OR MAINTAINED WITHIN SUCH DRAINAGE EASEMENTS, IT SHALL BE THE LOT OWNERS RESPONSIBILITY TO PAY FOR THE REMOVAL, RELOCATION, REPLACEMENT OR REPAIR OF SAID FENCES. THE CITY OF INDIANAPOLIS AND THEIR DEPARTMENTS SHALL HAVE THE RIGHT TO RESTRICT THE PLACEMENT OF FENCES WITHIN SAID DRAINAGE EASEMENTS.

12. THE RIGHT TO ENFORCE EACH 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 THE INJUNCTION OR OTHER LEGAL PROCESS, IS HEREBY RESERVED TO EACH AND EVERY OWNER OF THE SEVERAL LOTS IN THIS SUBDIVISION, THEIR GRANTEEES AND ASSIGNS, WHO SHALL BE ENTITLED TO SUCH INJUNCTIVE RELIEF WITHOUT REQUIRED TO SHOW ANY DAMAGES, TOGETHER WITH REASONABLE ATTORNEY'S FEES. "THE METROPOLITAN DEVELOPMENT COMMISSION, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT, POWER OR AUTHORITY, TO ENFORCE ANY COVENANTS, COMMITMENTS, 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 CONDITIONS ATTACHED TO APPROVAL OF THIS PLAT BY THE PLAT COMMITTEE".

13. THESE RESTRICTIONS CONSTITUTE COVENANTS RUNNING WITH THE LAND AND SHALL BE IN AFFECT FOR A PERIOD OF 25 YEARS FROM DATE, PROVIDED THAT AT THE EXPIRATION OF SUCH TERM THESE RESTRICTIONS SHALL BE AUTOMATICALLY RENEWED THEREAFTER FOR PERIODS OF 25 YEARS EACH, 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 WAIVING RENEWALS AND SAID WRITTEN DECLARATION SHALL BE RECORDED IN LAND RECORDS OF MARION COUNTY, INDIANA, IN WHICH EVENT THE PROVISIONS SET ABOVE FORTH FOR RENEWALS SHALL BE NULL AND VOID.

14. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

15. ANY FIELD TILE OR UNDERGROUND DRAIN WHICH IS ENCOUNTERED IN CONSTRUCTION OF ANY IMPROVEMENTS WITHIN THIS SUBDIVISION SHALL BE PERPETUATED, AND ALL OWNERS OF LOTS IN THIS SUBDIVISION AND THIER SUCCESSORS SHALL COMPLY WITH THE INDIANA DRAINAGE CODE OF 1965, AND ALL AMENDMENTS THERETO.


ROBERT J. COOK, PRESIDENT
R. J. REALTY, INC.