

COVENANTS OF THE LAND - DEVONSHIRE, NINTH SECTION

The undersigned, THE INDIANA NATIONAL BANK OF INDIANAPOLIS, as TRUSTEE under Deed recorded in Town Lot Record 1571, Page 397, does hereby certify that it has laid-off, platted and subdivided the land hereinafter described into lots and streets in the attached certified plat the record data described in the attached subdivision in Marion County, Indiana.

The streets not heretofore indicated are hereby dedicated to the public.

The undersigned hereby establishes front and side building lines as shown on the attached plat, between which lines and the property lines of the several streets there shall be erected and maintained no permanent or other structures, or part thereof, except as to the side yard lines under the conditions hereinafter referred to.

There are strips of ground marked "Utility Easements" shown on the plat that are hereby reserved for public utilities, not including, however, transportation companies, for the installation and maintenance of poles, wires, cement, brick, drains, ducts, lines and wires. Purchasers of lots in this addition shall take title subject to these easements hereby created for said utilities, and at all times to the rights of proper authorities to install such utilities. Thereof except fences, shall be built, erected or maintained on said corporation strips, and no permanent structures of any kind, and no part thereof shall not erect, sell or convey any easement for utility or roadway purposes upon and/or across any lot or lots in this addition without the prior written approval of the Building Committee hereinafter mentioned.

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 obstruction of such sight lines.

No laundry tub or sink or basement drain water may be tiled into any open ditch, downspout water may be tiled to the street or any open, natural line of drainage, street ground, the exterior of basement walls and footings may likewise be tiled into any natural drainage available so long as there is no connection with the sewage system of the property involved.

All lots in this addition shall be designated as residence lots. Only one single-family dwelling with accessory buildings, and not exceeding two and one-half stories in height may be erected or maintained on any platted lot in this addition.

No residence shall be erected or maintained on any lot in this addition having a ground floor area of less than 1200 square feet in case of a one-story residence or less than 800 square feet in the case of a one and one-half or two and one-half story residence. The side yard on each side of the residence must be equal in width to 1/4 of the width of the lot at the setback line of 20 feet, whichever is the lesser, except that in the case where the same person or persons own two adjoining lots not separated by an easement for utility as shown on said plat, such owner may build to coincide with or be nearer than 10 feet to such dividing line, but no residence or building of any character shall be built in such manner as to be on any strip covered by such utility easement and provided further that in no case shall any residence or building be erected nearer to any other residence or building than thirty feet. A minimum back yard depth must be maintained of at least forty (40) feet.

No trailer, tent, shack, basement, garage or temporary structure of any kind shall be used for temporary or permanent residential purposes on any lot. 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.

In the event the owner of any portion of said real estate included in this addition shall offer said real estate for sale, lease or rent, no "For Sale", "For Lease" or "For Rent" sign may be erected on said premises and any such sign shall be erected within the boundary lines of such premises, and no such sign so erected shall contain any reference to the sales price of said real estate or to the terms of lease or rent; no such sign shall be erected upon the right of way of any street or road in said addition nor shall any such signs be placed elsewhere in said addition directing the attention of the public to said premises.

No lot or lots in this subdivision shall be subdivided into a greater number of lots than presently platted. Any violation of any one of these covenants by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

No building shall be erected, placed or altered on any of these lots in this addition until the building plat plans and specifications showing the location thereof have been approved in writing by a majority of the committee to be known as the "Devonshire, Ninth Section Building Committee" and composed of W. Linton Atkinson, Wilbur W. Atkinson and Warren M. Atkinson, or approved in writing by Warren M. Atkinson as agent for said committee, for conformity and harmony of external design with existing structures in this area, and also as to location of building with respect to property and building setback lines. In the event of the death of any member of this committee, the surviving member or members shall have the authority to approve or disapprove such design and location. If said committee shall fail to approve or disapprove such design or location within ten (10) days after said plans have been submitted or if the subject to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required. Said committee shall act and serve without compensation. Said committee shall act and serve until July 1, 1967, at which time the then record owners of a majority of these lots in this addition subject to the covenants herein set forth may designate in writing, duly recorded among the land records, their authorized representatives, who thereafter shall have all the powers, subject to the above limitations as were previously delegated herein to said committee.

The right to enforce these restrictions shall vest in the Metropolitan Planning Commission of Marion County, Indiana, its successors or assigns and in the owners of the lots in this addition, and the said right together with the right to cause removal of any structure or part thereof erected or maintained in violation of these restrictions, may be exercised by injunction or by appropriate action at law.

These restrictions constitute covenants running with the land and shall be in effect for periods of 25 years from this date, provided that at the expiration of said term owner or owners of a majority of lots in this addition shall execute and acknowledge a declaration in writing waiving renewals and said written declaration shall be recorded in the office of the Recorder of Marion County, Indiana, in which event the provisions above set out for renewals shall be nullified.

IN WITNESS WHEREOF, THE INDIANA NATIONAL BANK OF INDIANAPOLIS, as TRUSTEE under Deed recorded in Town Lot Record 1571, Page 397, has hereunto set its hand and corporate seal this 22nd day of December, 1962.

APPROVED THIS 22nd DAY OF December 1962 THE INDIANA NATIONAL BANK OF INDIANAPOLIS, as TRUSTEE under Deed recorded in Town Lot Record 1571, Page 397. By: E. J. Bowden, Vice-President

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, to-wit: E. J. Bowden, and E. J. Bowden, Vice-President and Assistant Cashier of The Indiana National Bank of Indianapolis, as Trustee under Deed recorded in Town Lot Record 1571, Page 397, and acknowledged the execution of the foregoing certificate as such Trustee, and first being duly sworn upon their oath they did say that they are duly authorized to sign and affix the seal of said instrument in the name of said corporation as such Trustee for the purposes therein set forth and the seal affixed to said instrument is the seal of said corporation and its affixing was duly authorized.

WITNESS my hand and Notarial Seal this 22nd day of December, 1962. Hazel Reed, Notary Public. Commission Expires September 5, 1966. THIS INSTRUMENT PREPARED BY DALE G. CARD