

64. 32201

PLAT RESTRICTIONS - GLICK'S MOUNT VERNON ADDITION, SECTION ONE

WHEREAS, East Twenty-First St. Development Co. has filed a plat with the Metropolitan Plan Commission known as "Glick's Mount Vernon Addition, Section One", consisting of sixty (60) lots, the legal description of which platted area is described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, it is intended to construct upon said platted area single-family attached units known as "Town Houses";

NOW, THEREFORE, in consideration of the premises, the following plat restrictions are herewith adopted:

1. The 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 dwelling not exceeding two (2) stories in height and accessory building may be erected or maintained on said lots.
3. Front building lines are established as shown on this plat, between which lines and the property lines of the street there shall be erected and maintained no structure or part other than an open one-story porch. Side building lines are provided on those lots constituting the ends of each building, and no structure or part thereof shall be erected or maintained between said side yard lines and the side boundary on said lot. Except as otherwise hereinafter provided, no fence, wall, hedge, shrub planting or obstruction of any kind shall be erected between the building and the front property line. Except as otherwise hereinafter provided, no fence, wall, hedge, shrub planting or obstruction of any kind shall be erected in the rear of said building which extends more than twenty (20) feet in depth from the rear of the building. On those lots in which a side yard is provided, except as hereinafter provided, no fence, wall, hedge, shrub planting or obstruction of any kind shall be erected between the end of any building and the lot line. Notwithstanding the other provisions of this Paragraph 3, nothing shall prevent or prohibit the erection of a fence, wall, hedge or shrub planting not to exceed three and one-half ($3\frac{1}{2}$) feet in height upon and along any rear yard or any side yard where the same exists between buildings, providing said fence, wall, hedge or shrub planting does not extend more than five (5) feet into said lot.

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4. No basement, trailer, tent, shack, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residential purposes on any lot in this Addition.

5. No trade or business of any nature shall be carried on upon any lot in this Addition in violation of the zoning ordinances of the City of Indianapolis or the Metropolitan Plan Commission, and in no event shall any noxious or offensive trade be carried on upon any lot in the said Addition, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

6. No poultry or farm animal or undomesticated animal of any type shall be raised or maintained on any lot in this Addition. This restriction shall not prohibit the residences from keeping the usual pet animal or bird, provided the same shall not constitute a nuisance to the neighborhood.

7. There are strips of ground as shown on the within plat marked "Utility easements" and/or "drainage easements," which are hereby reserved for the use of public utility companies, not including streetcar 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 and to the easement herewith reserved. No permanent or other structure shall be erected or maintained on said strips. There are also strips of ground as shown on the within plat marked "public walkway easements," which are hereby reserved for the mutual use and benefit of the owners of all of the lots provided for herein. No structures, hedges, plants or other obstructions of any nature shall be erected or maintained on any of said public walkway strips. The owners of the lots in this Addition, however, shall take title subject to the rights of the public utilities in said utility and drainage easements and the rights of the other lot owners in said public walkway easements herein granted, all for ingress and egress and the other purposes herein set forth, in, along, across and through all of the strips of ground so reserved.

8. In addition to all other easements provided for in these covenants, there is hereby created in favor of each lot owner an easement concerning party walls:

(a) Within each separate building, the individual dwelling units are connected by division walls, which division walls are located on the lot lines separating the individual lots. These said dividing walls shall be party walls between the adjoining residences erected on adjoining lots.

(b) The cost of maintaining these party walls shall be borne equally by the owner on either side of the wall, except where said wall extends above or beyond the dwelling unit of one of the parties and encloses living space of one of the parties only, the cost of maintaining that portion of said party wall which extends above or beyond the dwelling unit of one of the parties shall be borne solely by the owner of the dwelling unit whose space is enclosed by said wall.

(c) In the event of damage or destruction of said wall from any cause other than the negligence of either party thereto, the then owners shall at joint expense (in the manner provided in subparagraph (b) of this paragraph) repair or rebuild said wall, and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence shall cause damage to or destruction of said wall, said negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share or all of said cost in case of neglect, the other party may have such wall repaired or restored and shall be entitled to have a mechanic's lien on the premises of the party so failing to pay for the amount of such defaulting party's share of repair or replacement cost, and all costs and expenses incident to the enforcement of said lien.

(d) Neither party shall alter or change said party wall in any manner, interior decorating excepted, and said party wall shall always remain in the same location as when erected, and each party to said common or division wall shall have a perpetual easement in that part of the premises of the other on which said party wall is located for party wall purposes.

(e) For purposes of definition in this paragraph, the term "party wall" shall include the roof existing above the said division wall and the entire area from the footings below said division wall to the roof above said division wall for the thickness of such division wall.

9. The exterior of each and every dwelling in any single-family dwelling unit shall be decorated in a uniform and compatible manner and with uniform and compatible colors, all of which shall be agreed upon by a majority of the lot owners owning lots comprising each building. The decision of a majority of such lot owners shall be binding upon each and all of the owners in said building. The necessity and times for making such exterior decorations shall be

determined in the same manner, and if any owner or owners shall fail or refuse to pay the cost of such uniform decoration of the property, owned by him or her, the majority may have the work done and have a mechanic's or materialmen's lien placed against the property of the defaulting owner. Where there are five or more owners of any single lot, only one vote for each lot shall be counted to determine a majority vote.

10. The easements, covenants, limitations and restrictions herein created shall be perpetual and construed as covenants running with the land, and each and every person accepting a deed to any lot shall be deemed to accept said deed with the understanding that each and every other purchaser is also bound by the provisions herein contained, and each and every purchaser by accepting a deed to any lot shall thereby consent and agree to be bound by the covenants herein contained to the same extent as though he had signed this instrument. In addition to the lot owners, the Metropolitan Plan Commission of Marion County, Indiana, its successors and assigns, reserves the right of enforcement of the within easements, covenants, limitations and restrictions. In addition, the right to enforce the within easements, covenants, limitations and restrictions by injunction is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs 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. Said provisions shall be in full force and effect until February 28, 1989, at which time said covenants shall be automatically extended for successive period of ten (10) years unless by majority vote of the then owners of the lots, it is agreed to change the covenants in whole or in part; provided, nevertheless, that the easements herein created, including but not limited to the easements for public walkways and for party walls, shall continue and be perpetual as hereinabove set forth in those covenants, unless and until changed or dissolved by agreement of the then owners of all of the lots benefited or affected by said easements. Invalidation of any one of the covenants or easements by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

11. It is anticipated that an association will be formed by the several lot owners in this Addition for the purpose of maintaining the exterior yards, snow removal, and such other purposes as shall be agreed upon by the members of said association. In the

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event such association shall be formed, then by a majority vote of such association or by such other method as shall be provided in the By-Laws of said association, the restrictions and prohibitions provided in Paragraph 3 hereof regarding the construction of any fence, wall, hedge, or shrub planting, may be varied, modified or changed without the necessity of actual recorded amendments to these restrictions, provided any such change, modification or variance shall be in accordance with the zoning and subdivision control ordinances of the City of Indianapolis and the Metropolitan Plan Commission.

IN WITNESS WHEREOF, the said land owner has hereunto set its hand this 10 day of June, 1964.

EAST TWENTY-FIRST ST. DEVELOPMENT CO.

BY James T. Bisesi
General Partner

STATE OF INDIANA) SS:
COUNTY OF MARION }

Before me, a Notary public in and for said state and county, personally appeared East Twenty-First St. Development Co. by James T. Bisesi, one of its general partners, and acknowledged the execution of the foregoing restrictions for and on behalf of said partnership.

WITNESS my hand and Notarial seal this 10th day of June, 1964.

Jane Ciolli
NOTARY PUBLIC
Jane Ciolli

My Commission Expires
June 29, 1965

FINAL APPROVAL
PLAT COMMITTEE OF
METROPOLITAN PLAN COMMISSION
MARION COUNTY, INDIANA

July 1, 1964
PROPERTY SUBJECT OF THE
HEARING HAS BEEN DISMISSED

Stephen W. Burns
CHAIRMAN

Robert S. ...
MEMBER

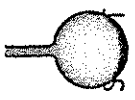
John H. ...
MEMBER



This instrument prepared by Bernard Landman, Jr.

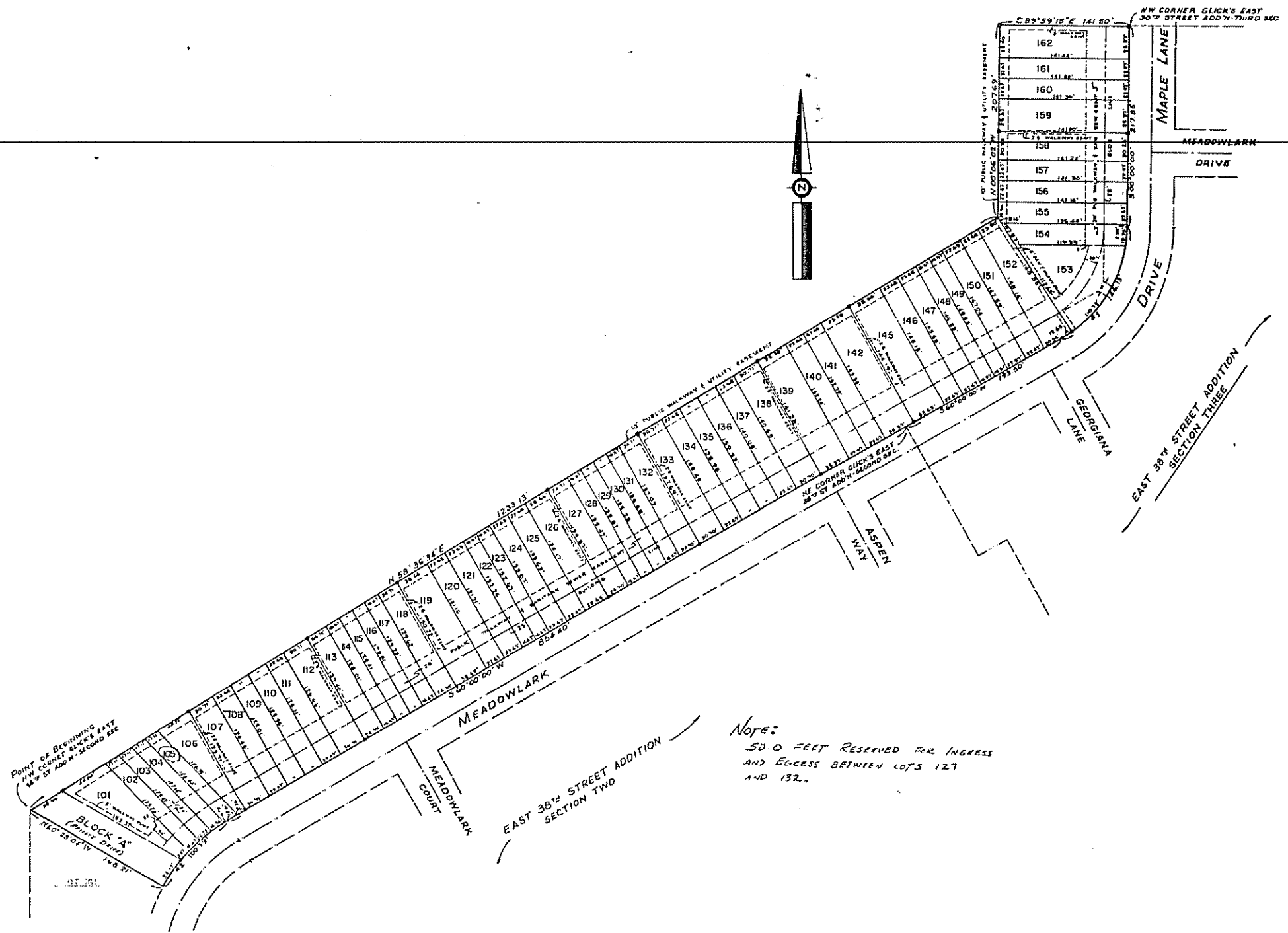
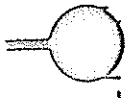
VOID UNLESS RECORDED
BEFORE June 3, 1966

110279/170



GLICK'S MOUNT VERNON ADDITION, FIRST SECTION

RECORDED AS INSTRUMENT #64-32202 RERECORDED AS INSTRUMENT #64-33364



UNION TITLE COMPANY

show specific easements

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(Over)

1. Said real estate for the period hereinafter fixed shall be used solely for residential purposes for single-family or multi-family dwellings, subject to proper zoning by the agencies of Indianapolis, Indiana, and Marion County, Indiana, having jurisdiction thereof. Said property shall not be used during the term of this Agreement for non-residential purposes as such term is defined by the zoning regulations of the City of Indianapolis and Marion County, Indiana.
2. The foregoing restrictive covenants shall be in full force and effect for a period of thirty (30) years from and after this date or for such period of time as any of the adjoining property to the described property shall be subject to a mortgage insured by the Federal Housing Administration, whichever is shorter.
3. In addition to the foregoing restriction, the following restrictions are also placed upon said property for the period of time hereinafter set forth:
 - (a) No trailer, tent, shack, garage, barn or other out building or temporary structure shall be used for temporary or permanent residential purposes on any of the described property.
 - (b) No noxious or offensive trade shall be carried on upon any of the described property nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
 - (c) No poultry or farm animals shall be raised or maintained on any of the described property. This restriction shall not prohibit a resident from keeping a usual pet, animal or bird.
4. The right to enforce all of 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 above described property and to the owners of Lots 162-164 and 208-214 in Glick's Thirty-eight Street Addition, Second Section, their heirs and assigns, who shall be entitled to such relief without being required to show any damage or violation. The restrictions set forth in Paragraph 1 of this Agreement shall be for the period set forth in Paragraph 2 of this Agreement. The restrictions set forth in Paragraph 3 of this Agreement shall be in full force and effect until February 18, 1985, at which time said covenants shall be automatically extended for a successive period of ten (10) years, unless by a vote of the majority of the then owners of the above described property, together with the owners of Lots 162-164 and Lots 208-214 in Glick's Thirty-eight Street Addition, Second Section, it is agreed to change the covenants in whole or in part. Invalidation of any one of the covenants by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.
5. The within covenants, limitations and restrictions are to run with the land and shall be binding upon all parties and persons claiming under them.

PROPERTY SHALL REMAIN IN FULL FORCE AND EFFECT

SEE PAGE TO

GLICK'S MOUNT VERNON ADDITION, FIRST SECTION
RESTRICTIONS
INSTRUMENT #64-32201
RECORDED JULY 1, 1964

1. The 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 dwelling not exceeding two (2) stories in height and accessory building may be erected or maintained on said lots.
3. Front building lines are established as shown on this plat, between which lines and the property lines of the street there shall be erected and maintained no structure or part other than an open one-story porch. Side building lines are provided on those lots constituting the ends of each building, and no structure or part thereof shall be erected or maintained between said side yard lines and the side boundary on said lot. Except as otherwise hereinafter provided, no fence, wall, hedge, shrub planting or obstruction of any kind shall be erected between the building and the front property line. Except as otherwise hereinafter provided, no fence, wall, hedge, shrub planting or obstruction of any kind shall be erected in the rear of said building which extends more than twenty (20) feet in depth from the rear of the building. On those lots in which a side yard is provided, except as hereinafter provided, no fence, wall, hedge, shrub planting or obstruction of any kind shall be erected between the end of any building and the lot line. Notwithstanding the other provisions of this Paragraph J, nothing shall prevent or prohibit the erection of a fence, wall, hedge or shrub planting not to exceed three and one-half (3½) feet in height upon and along any rear yard or any side yard where the same exists between buildings, providing said fence, wall, hedge or shrub planting does not extend more than five (5) feet into said lot.
4. No basement, trailer, tent, shack, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residential purposes on any lot in this Addition.
5. No trade or business of any nature shall be carried on upon any lot in this Addition in violation of the zoning ordinances of the City of Indianapolis or the Metropolitan Plan Commission, and in no event shall any noxious or offensive trade be carried on upon any lot in the said Addition, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
6. No poultry or farm animal or undomesticated animal of any type shall be raised or maintained on any lot in this Addition. This restriction shall not prohibit the residences from keeping the usual pet animal or bird, provided the same shall not constitute a nuisance to the neighborhood.
7. There are strips of ground as shown on the within plat marked "utility easements" and/or "drainage easements", which are hereby reserved for the use of public utility companies, not including streetcar 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 and to the easement herewith reserved. No permanent or other structure shall be erected or maintained on said strips. There are also strips of ground as shown on the within plat marked "public walkway easements", which are hereby reserved for the mutual use and benefit of the owners of all of the lots provided for herein. No structures, hedges, plants or other obstructions of any nature shall be erected or maintained on any of said public walkway strips. The owners of the lots in this Addition, however, shall take title subject to the rights of the public utilities in said utility and drainage easements and the rights of the other lot owners in said public walkway easements herein granted, all for ingress and egress, and the other purposes herein set forth, in, along, across and through all of the strips of ground so reserved.
8. In addition to all other easements provided for in these covenants, there is hereby created in favor of each lot owner an easement covering party walls:
 - (a) Within each separate building, the individual dwelling units are connected by division walls, which division walls are located on the lot lines separating the individual lots. These said dividing walls shall be party walls between the adjoining residences erected on adjoining lots.
 - (b) The cost of maintaining these party walls shall be borne equally by the owner on either side of the wall, except where said wall extends above or beyond the dwelling unit of one of the parties and encloses living space of one of the parties only, the cost of maintaining that portion of said party wall which extends above or beyond the dwelling unit of one of the parties shall be borne solely by the owner of the dwelling unit whose space is enclosed by said wall.
 - (c) In the event of damage or destruction of said wall from any cause other than the negligence of either party thereto, the then owners shall at joint expense (in the manner provided in subparagraph (b) of this paragraph) repair or rebuild said wall, and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence shall cause damage to or destruction of said wall, said negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share or all of said cost in case of neglect, the other party may have such wall repaired or restored and shall be entitled to have a mechanic's lien on the premises of the party so failing to pay for the amount of such defaulting party's share of repair or replacement cost, and all costs and expenses incident to the enforcement of said lien.
 - (d) Neither party shall alter or change said party wall in any manner, interior decorating excepted, and said party wall shall always remain in the same location as when erected, and each party to said common or division wall shall have a perpetual easement in that part of the premises of the other on which said party wall is located for party wall purposes.
 - (e) For purposes of definition in this paragraph, the term "party wall" shall include the roof existing above the said division wall and the entire area from the footings below said division wall to the roof above said division wall for the thickness of such division wall.
9. The exterior of each and every dwelling in any single-family dwelling unit shall be decorated in a uniform and compatible manner and with uniform and compatible colors, all of which shall be agreed upon by a majority of the lot owners owning lots comprising each building. The decision of a majority of such lot owners shall be binding upon each and all of the owners in said building. The necessity and times for making such exterior decorations shall be determined in the same manner, and if any owner or owners shall fail or refuse to pay the cost of such uniform decoration of the property, owned by him or her, the majority may have the work done and have a mechanic's or materialmen's lien placed against the property of the defaulting owner. Where there are two or more owners of any single lot, only one vote for each lot shall be counted to determine a majority vote.
10. The easements, covenants, limitations and restrictions herein created shall be perpetual and construed as covenants running with the land, and each and every person accepting a deed to any lot shall be deemed to accept said deed with the understanding that each and every other purchaser is also bound by the provisions herein contained, and each and every purchaser by accepting a deed to any lot shall thereby consent and agree to be bound by the covenants herein contained to the same extent as though he had signed this instrument. In addition to the lot owners, the Metropolitan Plan Commission of Marion County, Indiana, its successors and assigns, reserves the right of enforcement of the within easements, covenants, limitations and restrictions. In addition, the right to enforce the within easements, covenants, limitations and restrictions by injunction is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs 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. Said provisions shall be in full force and effect until February 28, 1989, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a majority vote of the then owners of the lots, it is agreed to change the covenants in whole or in part; provided, nevertheless, that the easements herein created, including but not limited to the easements for public walkways and for party walls, shall continue and be perpetual as hereinafter set forth in those covenants, unless and until changed or dissolved by agreement of the then owners of all of the lots benefited or affected by said easements. Invalidation of any one of the covenants or easements by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
11. It is anticipated that an association will be formed by the several lot owners in this Addition for the purpose of maintaining the exterior yards, snow removal, and such other purposes as shall be agreed upon by the members of said association. In the event such association shall be formed, then by a majority vote of such association or by such other method as shall be provided in the By-laws of said association, the restrictions and prohibitions provided in Paragraph J hereof regarding the construction of any fence, wall, hedge, or shrub planting, may be varied, modified or changed without the necessity of actual recorded amendments to these restrictions, provided any such change, modification or variance shall be in accordance with the zoning and subdivision control ordinances of the City of Indianapolis and the Metropolitan Plan Commission.

GLICK'S MOUNT VERNON ADDITION, FIRST SECTION

RESTRICTIONS
INSTRUMENT #64-32201
RECORDED JULY 1, 1964

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5. No trade or business of any nature shall be carried on upon any lot in this Addition in violation of the zoning ordinances of the City of Indianapolis or the Metropolitan Plan Commission, and in no event shall any noxious or offensive trade be carried on upon any lot in the said Addition, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
6. No poultry or farm animal or undomesticated animal of any type shall be raised or maintained on any lot in this Addition. This restriction shall not prohibit the residences from keeping the usual pet animal or bird, provided the same shall not constitute a nuisance to the neighborhood.
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 - (c) In the event of damage or destruction of said wall from any cause other than the negligence of either party thereto, the then owners shall at joint expense (in the manner provided in subparagraph (b) of this paragraph) repair or rebuild said wall, and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence shall cause damage to or destruction of said wall, said negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share or all of said cost in case of neglect, the other party may have such wall repaired or restored and shall be entitled to have a mechanic's lien on the premises of the party so failing to pay for the amount of such defaulting party's share of repair or replacement cost, and all costs and expenses incident to the enforcement of said lien.
 - (d) Neither party shall alter or change said party wall in any manner, interior decorating excepted, and said party wall shall always remain in the same location as when erected, and each party to said common or division wall shall have a perpetual easement in that part of the premises of the other on which said party wall is located for party wall purposes.
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