

P R O T E C T I V E C O V E N A N T SPART A. PREAMBLE

ALDEN REALTY & BUILDING CO., INC., an Indiana Corporation,
of Marion County, State of Indiana, owner of the following
described real estate in Marion County, Indiana:

Lots 37 to 46, both inclusive, in Lafayette
Heights Revised Addition to the City of
Indianapolis, as per plat thereof recorded
in Plat Book 20, page 22 in the office of
the Recorder of Marion County, Indiana,

for the purposes of protecting and encouraging the orderly and
attractive development of such real estate, does hereby establish
the protective covenants hereinafter set forth.

All persons, including corporations who now own or shall here-
after acquire any lots therein shall be taken and held to agree
and covenant with the owner hereof and with its successors and
assigns to conform to and observe the following restrictions and
stipulations as to the use thereof and construction of the
improvements thereon:

PART B. AREA OF APPLICATION

B-1. FULLY-PROTECTED RESIDENTIAL AREA. The residential area
covenants in Part C in their entirety shall apply to Lafayette
Heights, Lots 37 to 46 inclusive.

PART C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. No lot shall be used except
for residential purposes. No building shall be erected, altered,

150 placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

C-2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part D.

C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$8,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 850 square feet for a one-story dwelling, nor less than 720 square feet for a dwelling of more than one story.

C-4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat.

In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 9 feet to any side street line, No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot. Where buildings are erected on more than one single lot this restriction shall apply to the side line of the extreme boundary of the multiple lots or portions thereof on which said buildings are erected.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6500 square feet.

C-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. In addition thereto there is hereby created, saved, reserved and accepted an easement for drainage facilities and the installation and maintenance of such facilities over the following described land:

A strip of land ten (10) feet in width by parallel lines off the entire North side of Lot 42 in Lafayette Heights Revised Addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 20, page 22 in the office of the Recorder of Marion County, Indiana.

There is also saved, reserved and accepted an easement

150 for installation and maintenance of utilities and drainage facilities over the rear ten (10) feet of each lot and in addition thereto, if the alleyway now dedicated as shown on the recorded Plat of Lafayette Heights Revised Addition, immediately adjoining said lots on the east thereof, should ever be vacated, then such portion of said alleyway as reverts to the owners of said lots is also saved, reserved and accepted and added to the easement herein above described for the installation and maintenance of utilities and drainage facilities.

C-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-10. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C-11. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways 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 them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. 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.

PART D. ARCHITECTURAL CONTROL COMMITTEE.

D-1. MEMBERSHIP. The architectural control committee is composed of Horace O. Wright, 430 Lemcke Building, Indianapolis, Indiana, James W. Hurt, Jr., 212 N. Delaware Street, Indianapolis, Indiana, and William S. Hall, 1311 Fletcher Trust Bldg., Indianapolis, Indiana. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E. GENERAL PROVISIONS

E-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. If there is any conflict between the minimum requirements set out herein and applicable zoning and building restrictions of Marion County, the latter shall control.

The undersigned persons executing this instrument on behalf of said owner Corporation represent and certify that they are duly elected officers of said Corporation and have been fully

empowered by proper resolution of the Board of Directors of said Corporation to execute and make this instrument. That the said Corporation has full corporate capacity to make and execute the agreements, restrictions and covenants described herein and that all necessary corporate action for the making of such instrument has been taken and done.

IN WITNESS WHEREOF the said Alden Realty & Building Co., Inc. by Horace O. Wright, its President, and William S. Hall, its Secretary, has caused this instrument to be executed this 20th day of March, 1959.

ALDEN REALTY & BUILDING CO., INC.

By Horace O. Wright President
Horace O. Wright

ATTEST:

William S. Hall Secretary
William S. Hall

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Horace O. Wright and William S. Hall, President and Secretary respectively of Alden Realty & Building Co., Inc., a Corporation organized and existing under the laws of the State of Indiana and acknowledged the execution of the foregoing instrument for and on behalf of said corporation and who having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 20th day of March, 1959.

My Commission Expires:

June 30, 1959

Allen Jones
Notary Public

RECORDED AT 9:25 A.M.
MARION COUNTY, INDIANA

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APR 16 1959