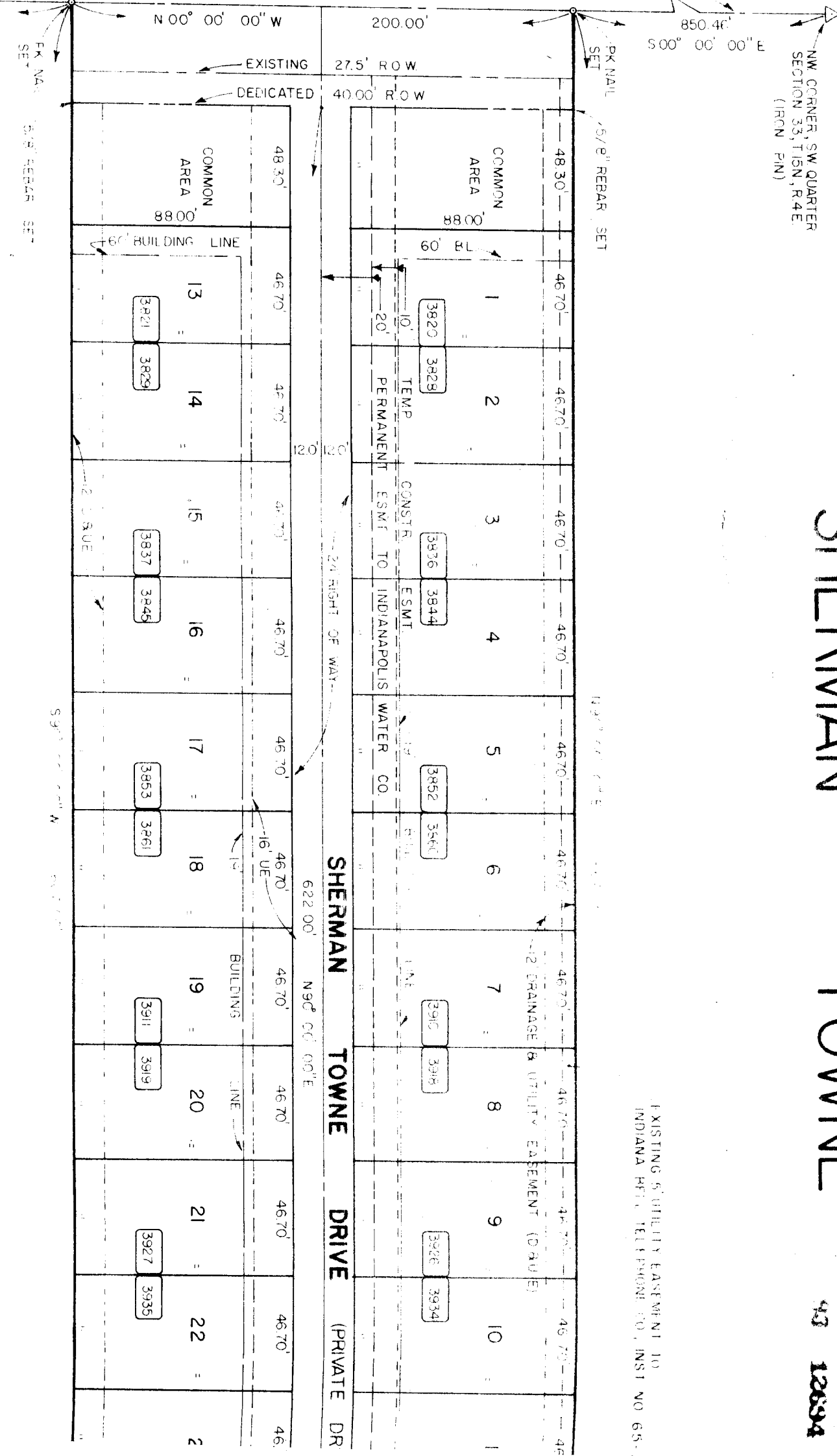


# SHERMAN TOWNE

43 12694

ST LINE, SEC. 33, T.15N, R.4E. (SOUTH SHERMAN DRIVE)

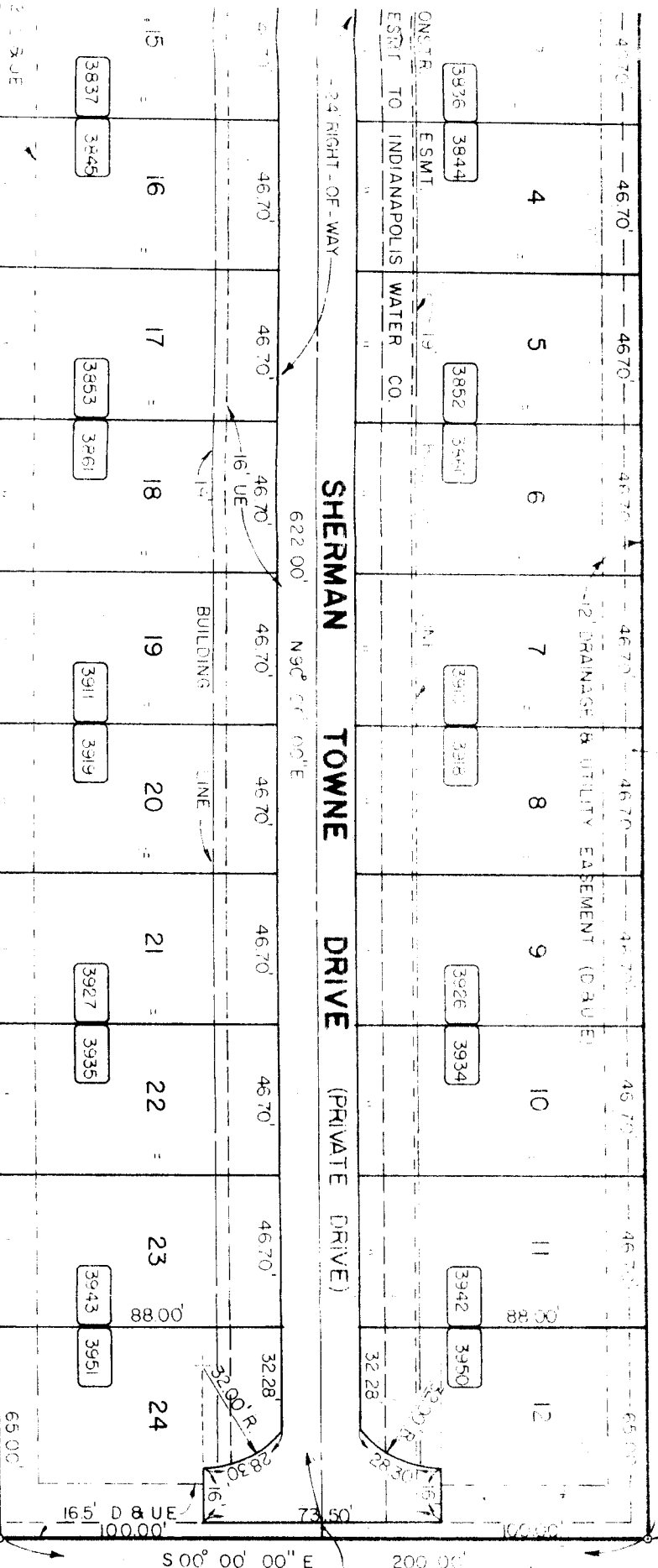


EXISTING UTILITY EASEMENT TO INDIANAPOLIS WATER CO. (INDIANA REG. TELEPHONE CO. INST. NO. 65-1)

# SHERMAN TOWNE

43 12694

EXISTING UTILITY EASEMENT TO INDIANA BEL. TELEPHONE CO., INST NO 65-24119



## SHERMAN TOWNE DRIVE (PRIVATE DRIVE)

RECEIVED FROM CONDO  
 BIRTH RECORD  
 7/1/75 3:00 PM '83

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2. ESTATE, SI
3. AND SANIT, RESERVED, EASEMENTS METERS, C BY THE OW THE LOT(S) THE SAME OR TO ANY
4. HANGS, FI CONSTRUCT IT IS ANT AREA WHIC SUCH PARTI IN DEPTH RESERVED WHOSE STC IS PART C TITLE TO BE UNDERT

## COVENANTS

THE UNDERSIGNED HEREBY CERTIFIES THAT THEY DO LAY OFF, PLAT AND SUBDIVIDE THE ABOVE DESCRIBED REAL ESTATE, IN ACCORDANCE WITH THIS PLAT AND CERTIFICATE.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "SHERMAN TOWNE", A SUBDIVISION IN MARION COUNTY, INDIANA. ALL LOTS WITHIN THE BOUNDARIES OF THIS SUBDIVISION SHALL BE DEVELOPED, USED AND MAINTAINED BY ALL SUBSEQUENT OWNERS AND OCCUPANTS IN ACCORDANCE WITH THE FOLLOWING COVENANTS, RESTRICTIONS AND CONDITIONS OF USE, WHICH SHALL RUN WITH THE LAND, TO-WIT:

1. LOTS DESIGNATED IN THIS PLAT ARE HEREBY RESERVED FOR SINGLE FAMILY RESIDENTIAL USE, BUT WILL HAVE ERECTED THEREON DWELLINGS WHICH SHALL SHARE A COMMON WALL WITH A SIMILAR SINGLE FAMILY STRUCTURE ON AN ADJOINING LOT, SUCH COMMON WALL COMPRISING A PART OF THE COMMON LOT LINES BETWEEN SUCH LOTS. FRONT BUILDING LINES ARE HEREBY ESTABLISHED AT A MINIMUM OF TWENTY (20) FEET BETWEEN WHICH LINES AND THE FRONT PROPERTY LINES SHALL BE ERECTED AND MAINTAINED NO PERMANENT OR OTHER STRUCTURES EXCEPT FENCES OR DRIVES. SIDE AND REAR BUILDING LINES ARE HEREBY ESTABLISHED AS APPROVED BY THE METROPOLITAN BOARD OF ZONING APPEALS AND THE PLAT COMMITTEE OF THE METROPOLITAN DEVELOPMENT COMMISSION.
2. EACH LOT SHALL BE CONVEYED AS A SEPARATELY DESIGNATED LEGALLY DESCRIBED FREEHOLD ESTATE, SUBJECT TO THE TERMS, CONDITIONS AND PROVISIONS HEREOF.
3. UTILITY EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES, INCLUDING STORM AND SANITARY SEWERS AND DRAINAGE, GAS, WATER, TELEPHONE, CABLE TV, AND POWER LINES ARE RESERVED AND DESIGNATED ON THE RECORDED PLAT, AND MARKED AS "UTILITY AND/OR DRAINAGE EASEMENTS". SUCH UTILITY COMPANIES SHALL HAVE THE RIGHT TO INSTALL AND MAINTAIN SEPARATE METERS, CONNECTION BOXES AND RELATED EQUIPMENT AT ONE OR MORE COMMON LOCATIONS DESIGNATED BY THE OWNER ON THE EXTERIOR OF THE STRUCTURES, AND SHALL HAVE THE RIGHT TO ENTER UPON THE LOT(S) UPON WHICH SAME MAY BE LOCATED TO REPAIR, REMOVE, REPLACE, SERVICE AND READ THE SAME FOR SO LONG AS SUCH UTILITY SERVICE SHALL BE MADE AVAILABLE TO SUCH STRUCTURE, OR TO ANY REPLACEMENT THEREOF.
4. AIR RIGHTS, EASEMENTS FOR WALL IRREGULARITIES AND EXTENSION ROOFS, EAVES, OVERHANGS, FIXTURES AND OVERLAPS, WHICH ARE PART OF THE INITIAL ARCHITECTURAL DESIGN AND CONSTRUCTION OF DWELLINGS UPON THE LOTS IN THIS ADDITION, ARE HEREBY RESERVED. FURTHER, IT IS ANTICIPATED THAT EACH RESIDENCE CONSTRUCTED WITHIN THIS ADDITION SHALL HAVE A PATIO AREA WHICH WILL SHARE A COMMON WALL OR DIVIDER WITH THE ADJACENT PATIO AND THAT EACH SUCH PATIO AREA SHALL CONTAIN A STORAGE CABINET FOUR FEET (4') IN LENGTH AND TWO FEET (2') IN DEPTH WHICH SHALL ENCROACH UPON THE ADJACENT PATIO ONE FOOT (1'). EASEMENTS ARE HEREBY RESERVED FOR EACH SUCH ENCROACHMENT INURING TO THE BENEFIT OF THE OWNERS OF EACH DWELLING WHOSE STORAGE CABINET ENCROACHES UPON THE ADJACENT PATIO, TO THE EXTENT SUCH ENCROACHMENT IS PART OF THE INITIAL ARCHITECTURAL DESIGN AND CONSTRUCTION. FOLLOWING CONVEYANCE OF TITLE TO A SINGLE LOT, FURTHER UTILIZATION OF ANY AIR RIGHT OR ENCROACHMENT EASEMENT SHALL BE UNDERTAKEN ONLY UPON APPROVAL OF THE DIRECTORS OF SHERMAN TOWNE ASSOCIATIONS, INC.
5. THE STREET AND RIGHT-OF-WAY THEREFOR, AS SHOWN AND DESCRIBED IN THE PLAT AND INCORPORATED HEREIN BY THIS REFERENCE, SHALL BE AND REMAIN A PRIVATE STREET, NOT DEDICATED FOR PUBLIC USE AND SHALL BECOME THE PROPERTY OF SHERMAN TOWNE ASSOCIATION, INC., A NOT FOR PROFIT ASSOCIATION WHOSE MEMBERSHIP SHALL BE COMPRISED OF THE OWNERS OF ALL LOTS IN THE SUBDIVISION, WHICH ASSOCIATION SHALL BE RESPONSIBLE FOR ITS MAINTENANCE AND IMPROVEMENT IN ACCORDANCE WITH THE PROVISIONS OF THE DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS OF USE OF SHERMAN TOWNE ASSOCIATION, INC., WHICH HAVE BEEN EXECUTED AND RECORDED CONCURRENTLY WITH THIS PLAT. EASEMENTS OF INGRESS AND EGRESS AND RIGHT-OF-WAY OVER AND UPON THE SAID STREET ARE GRANTED TO THE OWNERS OF EACH OF THE LOTS IN THE SUBDIVISION, THEIR GRANTEEES, SUCCESSORS, ASSIGNEES, AGENTS, AND INVITEES, PERPETUALLY, SUBJECT TO THE COVENANTS, RESTRICTIONS AND CONDITIONS OF THIS PLAT AND THE SAID DECLARATION.
6. EACH WALL WHICH IS BUILT AS A PART OF THE ORIGINAL CONSTRUCTION OF THE HOUSES UPON THE LOTS AND CONNECTS TWO DWELLING UNITS SHALL CONSTITUTE A PARTY WALL, AND TO THE EXTENT NOT INCONSISTENT WITH THE PROVISIONS OF THESE RESTRICTIONS, THE GENERAL PRINCIPLES OF LAW REGARDING PARTY WALLS AND LIABILITY FOR PROPERTY DAMAGE DUE TO NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS SHALL APPLY THERETO.
7. AREAS SHOWN AS COMMON AREAS INCLUDING SIDEWALKS, ON THE PLAT ATTACHED TO THESE COVENANTS ARE SET ASIDE FOR PURPOSES OF COMMON USE, LANDSCAPING AND DRAINAGE FOR THE BENEFIT OF ALL LOTS WITHIN THE SUBDIVISION. MAINTENANCE OF SUCH COMMON AREAS, INCLUDING SIDEWALKS, STREET AND STREET RIGHT-OF-WAY SHALL BE ACCOMPLISHED BY THE UNDERSIGNED DEVELOPER UNTIL EIGHTEEN (18) OF THE LOTS IN THE SUBDIVISION HAVE SOLD AND CONVEYED BY THE UNDERSIGNED TO INITIAL OWNERS, AFTER WHICH TIME THE UNDERSIGNED SHALL CONVEY FEE SIMPLE TITLE IN THE SAID COMMON AREAS, INCLUDING SIDEWALKS, STREET AND STREET RIGHT-OF-WAY TO SHERMAN TOWNE ASSOCIATION, INC., WHICH ASSOCIATION SHALL THEREAFTER ASSUME ALL RESPONSIBILITY FOR SUCH MAINTENANCE AND ANY IMPROVEMENT OF THE COMMON AREAS, INCLUDING SIDEWALKS, STREET OR STREET RIGHT-OF-WAY. IN THE EVENT THAT SHERMAN TOWNE ASSOCIATION, INC., CEASES TO EXIST AT ANY TIME, UNDIVIDED INTERESTS IN THE COMMON AREAS, INCLUDING SIDEWALKS, STREET AND STREET RIGHT-OF-WAY SHALL BE VESTED IN THE INDIVIDUAL LOT OWNERS OF RECORD OF THE SUBDIVISION AT SUCH TIME, WHO SHALL OWN SUCH COMMON AREAS, INCLUDING SIDEWALKS, STREET AND STREET RIGHT-OF-WAY AS TENANTS IN COMMON AND WHO SHALL BE RESPONSIBLE FOR THE COMPLETE MAINTENANCE THEREOF. MAINTENANCE TO THE EXTERIOR OF THE UNITS SHALL ALSO BE INCLUDED AS OUTLINED IN THE ASSOCIATION BY-LAWS.
8. NO FENCE, BARRIER OR OTHER OBSTRUCTION OF ANY KIND SHALL BE ERECTED ON OR ALONG ANY COMMON LOT LINE OR ANY PART OF SUCH COMMON DRIVE, OR ALONG THE COMMON WALKS AND ENTRY, WITHOUT PERMISSION OF THE DIRECTORS OF SHERMAN TOWNE ASSOCIATION, INC.
9. THESE COVENANTS ARE TO RUN WITH THE LAND, AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR TWENTY (20) YEARS FROM THE DATE OF THIS PLAT, AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS BY A VOTE OF THE MAJORITY OF THE THEN OWNERS OF THE LOTS IN THIS SUBDIVISION, IT IS AGREED TO CHANGE SAID COVENANTS, IN WHOLE OR IN PART.
10. THE RIGHT TO ENFORCE EACH AND ALL OF THE LIMITATIONS, CONDITIONS AND RESTRICTIONS

SUBDIVISION, WHICH ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIRS THEREOF IN ACCORDANCE WITH THE PROVISIONS OF THE DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS OF USE OF SHERMAN TOWNE ASSOCIATION, INC., WHICH HAVE BEEN EXECUTED AND RECORDED CONCURRENTLY WITH THIS PLAT. EASEMENTS OF INGRESS AND EGRESS AND RIGHT-OF-WAY OVER AND UPON THE SAID STREET ARE GRANTED TO THE OWNERS OF EACH OF THE LOTS IN THE SUBDIVISION, THEIR GRANTEEES, SUCCESSORS, ASSIGNEES, AGENTS, AND INVITEES, PERPETUALLY, SUBJECT TO THE COVENANTS, RESTRICTIONS AND CONDITIONS OF THIS PLAT AND THE SAID DECLARATION.

6. EACH WALL WHICH IS BUILT AS A PART OF THE ORIGINAL CONSTRUCTION OF THE HOUSES UPON THE LOTS AND CONNECTS TWO DWELLING UNITS SHALL CONSTITUTE A PARTY WALL, AND TO THE EXTENT NOT INCONSISTENT WITH THE PROVISIONS OF THESE RESTRICTIONS, THE GENERAL PRINCIPLES OF LAW REGARDING PARTY WALLS AND LIABILITY FOR PROPERTY DAMAGE DUE TO NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS SHALL APPLY THEREON.

7. AREAS SHOWN AS COMMON AREAS INCLUDING SIDEWALKS, ON THE PLAT ATTACHED TO THESE COVENANTS ARE SET ASIDE FOR PURPOSES OF COMMON USE, LANDSCAPING AND DRAINAGE FOR THE BENEFIT OF ALL LOTS WITHIN THE SUBDIVISION. MAINTENANCE OF SUCH COMMON AREAS, INCLUDING SIDEWALKS, STREET AND STREET RIGHT-OF-WAY SHALL BE ACCOMPLISHED BY THE UNDERSIGNED DEVELOPER UNTIL EIGHTEEN (18) OF THE LOTS IN THE SUBDIVISION HAVE SOLD AND CONVEYED BY THE UNDERSIGNED TO INITIAL OWNERS, AFTER WHICH TIME THE UNDERSIGNED SHALL CONVEY THE SIMPLE TITLE IN THE SAID COMMON AREAS, INCLUDING SIDEWALKS, STREET AND STREET RIGHT-OF-WAY TO SHERMAN TOWNE ASSOCIATION, INC., WHICH ASSOCIATION SHALL THEREAFTER ASSUME ALL RESPONSIBILITY FOR SUCH MAINTENANCE AND ANY IMPROVEMENT OF THE COMMON AREAS, INCLUDING SIDEWALKS, STREET OR STREET RIGHT-OF-WAY. IN THE EVENT THAT SHERMAN TOWNE ASSOCIATION, INC., CEASES TO EXIST AT ANY TIME, UNDIVIDED INTERESTS IN THE COMMON AREAS, INCLUDING SIDEWALKS, STREET AND STREET RIGHT-OF-WAY SHALL BE VESTED IN THE INDIVIDUAL LOT OWNERS OF RECORD OF THE SUBDIVISION AT SUCH TIME, WHO SHALL OWN SUCH COMMON AREAS, INCLUDING SIDEWALKS, STREET AND STREET RIGHT-OF-WAY AS TENANTS IN COMMON AND WHO SHALL BE RESPONSIBLE FOR THE COMPLETE MAINTENANCE THEREOF. MAINTENANCE TO THE EXTERIOR OF THE UNITS SHALL ALSO BE INCLUDED AS OUTLINED IN THE ASSOCIATION BY-LAWS.

8. NO FENCE, BARRIER OR OTHER OBSTRUCTION OF ANY KIND SHALL BE ERECTED ON OR ALONG ANY COMMON LOT LINE OR ANY PART OF SUCH COMMON DRIVE, OR ALONG THE COMMON WALKS AND ENTRY, WITHOUT PERMISSION OF THE DIRECTORS OF SHERMAN TOWNE ASSOCIATION, INC.

9. THESE COVENANTS ARE TO RUN WITH THE LAND, AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR TWENTY (20) YEARS FROM THE DATE OF THIS PLAT, AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS BY A VOTE OF THE MAJORITY OF THE THEN OWNERS OF THE LOTS IN THIS SUBDIVISION, IT IS AGREED TO CHANGE SAID COVENANTS, IN WHOLE OR IN PART.

10. 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 BEING REQUIRED TO SHOW ANY DAMAGES, TOGETHER WITH REASONABLE ATTORNEY'S FEES. THE METROPOLITAN DEVELOPMENT COMMISSION OF MARION COUNTY, INDIANA, SHALL ALSO HAVE THE RIGHT TO ENFORCEMENT OF THE FOREGOING COVENANTS.

11. ALL RESIDENCES CONSTRUCTED WITHIN THE SUBDIVISION SHALL HAVE ATTACHED GARAGES. ALL DRIVEWAYS SHALL BE HARD SURFACED WITH EITHER CONCRETE OR ASPHALT. ANY CHANGES AND ALTERATIONS OF STRUCTURES OF DRIVEWAYS ARE SUBJECT TO APPROVAL OF THE DIRECTORS OF SHERMAN TOWNE ASSOCIATION, INC.

12. 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 A TEMPORARY NATURE, OR OUTBUILDING OF ANY KIND NOT CONNECTED TO THE MAIN RESIDENCE, INCLUDING BUT NOT NECESSARILY LIMITED TO ANY TRAILER, TENT, BASEMENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING, 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.

13. 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.

*Covenants Continued On Page 2*

*Page 1 of 2 Pages*

REC'D - SHERMAN TOWNE ASSOCIATION  
RECEIVED  
1974

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# SHERMAN

## COVENANTS

14. NO MANMADE BREEDING OF 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 PURPOSE.

15. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN 2 AND 7 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 LINES, NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCE OR SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT 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.

16. 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 BUILDINGS 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 THE DIRECTORS OF SHERMAN TOWNE, INC., BY A REPRESENTATIVE OR REPRESENTATIVES DESIGNATED BY IT. IF SAID COMMITTEE SHALL FAIL TO ACT UPON ANY PLANS SUBMITTED FOR ITS APPROVAL WITHIN THIRTY (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.

17. ALL AREAS ENCLOSED WITHIN DRAINAGE EASEMENTS ON THE PLAT ARE HEREBY DESIGNATED AS STORMWATER MOVEMENT, COLLECTION OR RETENTION AREAS, AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THESE AREAS TO MAINTAIN SUCH AREAS IN SUCH CONDITION THAT THE FLOW OF STORM DRAINAGE WATERS ON, ABOVE, 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 LANDS INCLUDED WITHIN THE PLAT, UPSTREAM OR DOWNSTREAM, AFFECTED BY SUCH USE, AND FOR ANY PUBLIC 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 REPAIR, RE-MAINTAIN AND REPAIR AS NECESSARY TO PROTECT SUCH EASEMENT AND SERVITUDE RIGHTS.

18. NO SIGN, BILLBOARD, POSTER, PICTURE, SIGN OR OTHER ADVERTISEMENT OF ANY KIND SHALL BE PERMITTED TO BE DISPLAYED OR OPERATED UPON ANY LOT.

19. NO EXTERIOR LIGHTS SHALL BE ERECTED OUTSIDE THE BOUNDARIES OF ANY LOT BEYOND THE FRONT CURB LINE, UNLESS, IN THE OPINION OF THE DEVELOPER, CONSTITUTES MORE THAN A MINOR INCONVENIENCE TO THE ADJACENT.

20. ALL LAWN MOWERS SHALL BE DRIED ON A SPECIAL DRYING APPARATUS IN THE FORM OF A FOLD-UP DRYER OR WHEELS WHICH SHALL BE PLACED AT THE REAR OF EACH LOT. CLOTHESLINES SHALL NOT BE STUNG OR HUNG BETWEEN TREES AND SHRUBBERY ON ANY LOT.

21. NO SIGN OF ANY NATURE INCLUDING FOR SALE OR FOR RENT SIGNS, OR OTHER ADVERTISEMENTS SHALL BE DISPLAYED ON ANY SIDE WALK OR ANY OTHER PART OF THE PROPERTIES, UNLESS APPROVED BY THE DEVELOPER OR PROVIDED BY THE DEVELOPER IN THE MAINTENANCE OPERATION AND DEVELOPMENT OF THE PROPERTIES.

22. ALL TELEVISION OR OTHER ANTENNAS SHALL BE AFFIXED TO IMPROVEMENTS LOCATED ON THE LOT. NO FREESTANDING ANTENNA FOR ANY PURPOSE SHALL BE PERMITTED EXCEPT THOSE ERECTED, MAINTAINED OR CONSTRUCTED BY THE DEVELOPER. NO OUTSIDE TELEVISION ANTENNA WILL BE PERMITTED IF A MASTER ANTENNA OR CABLE TELEVISION IS AVAILABLE TO A LOT.

23. OWNERS SHALL NOT DUMP ANY TRASH, WASTE, REFUSE OR OTHER OBJECTIONABLE MATTER UPON ANY COMMON AREA OR COMMON AREA WITHIN THE PROPERTIES. ALL TRASH, GARBAGE AND REFUSE SHALL BE STORED AND SHALL BE STORED IN COVERED RECEPTACLES. OWNERS MUST PROVIDE RECEPTACLES FOR GARBAGE AND TRASH AS APPROVED BY THE DIRECTORS OF SHERMAN TOWNE ASSOCIATION, INC. THERE SHALL BE NO BURNING OF TRASH AND NO OPEN FIRES, EXCEPT FIRES IN AN APPROVED GRILL OR FIRE PIT. ALL OPEN FIRES ARE PROHIBITED UNLESS WRITTEN APPROVAL IS OBTAINED FROM THE DEVELOPER.

24. NO OFFENSIVE, IMMORAL OR ILLEGAL ACTIVITY SHALL BE CARRIED ON, IN OR ABOUT ANY LOT, NOR UPON THE PROPERTIES OR ANY EASEMENT, FACILITY OR OTHER IMPROVEMENT OWNED BY THE DEVELOPER, OR ON, BY OR IN ANY WATERWAYS, NATURAL OR MANMADE, IN, ON OR ADJOINING THE PROPERTIES, NOR SHALL ANY ACTIVITY OF ANY KIND OR NATURE WHATSOEVER BE CARRIED ON OR PERMITTED TO EXIST OR CONTINUE WHICH WOULD CONSTITUTE AN ANNOYANCE, A NUISANCE OR OTHER INTERFERENCE WITH THE USE OF ANY LOT OR ANY ADJACENT OR NEIGHBORING AREAS OR PROPERTY.

25. NO PILE, STUMPS, TRASH, GRASS CLIPPINGS, WASTE, DEBRIS OR OTHER REFUSE OF ANY KIND SHALL BE PLACED ON ANY LOT OR ON ANY PORTION OF THE PROPERTIES. THE ASSOCIATION SHALL HAVE THE RIGHT TO ENTER UPON ANY LOT, TO REMOVE SUCH DEBRIS, AS WELL AS THE RIGHT, AT ALL REASONABLE TIMES, TO CUT AND REMOVE ANY GRASS, WEEDS, DEBRIS OR UNDERGROWTH WHICH IS DEEMED TO BE UNSIGHTLY BY THE ASSOCIATION, AND CHARGE THE OWNER UPON WHICH THE SAME IS LOCATED THE COST THEREOF, PLUS TWENTY PERCENT (20%).

ALL PLANTS AND TREES WHICH ARE PLANTED WITHIN THE BOUNDARIES OF ANY LOT AND WHICH ARE NOT PLANTED OR MAINTAINED IN THE OPINION OF THE DEVELOPER, CONSTITUTE MORE THAN A MAINTENANCE OPERATION.

ALL CLOTHES SHALL BE DRIED ON A SPECIAL DRYING APPARATUS IN THE FORM OF A RIGIDLY SUPPORTED WIRE WHICH SHALL BE PLACED AT THE REAR OF EACH LOT. CLOTHESLINES SHALL NOT BE STUNG OR RUN BETWEEN TREES AND SHRUBBERY ON ANY LOT.

NO SIGN OR ANY NATURAL SIGNING FOR SALE OR FOR RENT SIGNS, OR OTHER ADVERTISEMENTS SHALL BE PLACED ALONG THE RIGHT-OF-WAY OR ANY OTHER PART OF THE PROPERTIES. THE SIGNAGE SHALL BE THE SAME AS USED BY THE DEVELOPER IN THE MAINTENANCE OPERATION AND MAINTENANCE OF THE PROPERTIES.

NO OUTSIDE TELEVISION OR OTHER ANTENNAS SHALL BE AFFIXED TO IMPROVEMENTS LOCATED ON THE PROPERTIES. NO OUTSIDE TELEVISION ANTENNA FOR ANY PURPOSE SHALL BE PERMITTED EXCEPT THOSE ERECTED, MAINTAINED OR CONTROLLED BY THE DEVELOPER. NO OUTSIDE TELEVISION ANTENNA WILL BE PERMITTED IF A WALL MOUNTED ANTENNA OR CABLE TELEVISION IS AVAILABLE TO A LOT.

OWNERS SHALL NOT DUMP ANY TRASH, WASTE, REFUSE OR OTHER OBJECTIONABLE MATTER UPON ANY EASEMENT OR COMMON AREA WITHIN THE PROPERTIES. ALL TRASH, GARBAGE AND REFUSE SHALL BE PLACED IN AND MAINTAINED IN COVERED RECEPTACLES. OWNERS MUST PROVIDE RECEPTACLES FOR GARBAGE AND TRASH AS APPROVED BY THE DIRECTORS OF SHERMAN TOWNE ASSOCIATION, INC. THERE SHALL BE NO BURNING OF TRASH AND NO OPEN FIRES. EXCEPT FIRES IN AN APPROVED GRILL OR FIRE PIT. ALL OPEN FIRES ARE PROHIBITED UNLESS WRITTEN APPROVAL IS OBTAINED FROM THE DEVELOPER.

NO OFFENSIVE, IMMORAL OR ILLEGAL ACTIVITY SHALL BE CARRIED ON, IN OR ABOUT ANY LOT, NOR UPON THE PROPERTIES OR ANY EASEMENT, FACILITY OR OTHER IMPROVEMENT OWNED BY THE DEVELOPER, OR ON, BY OR IN ANY WATERWAYS, NATURAL OR MANMADE, IN, ON OR ADJOINING THE PROPERTIES, NOR SHALL ANY ACTIVITY OF ANY KIND OR NATURE WHATSOEVER BE CARRIED ON OR PERMITTED TO EXIST OR CONTINUE WHICH WOULD CONSTITUTE AN ANNOYANCE, A NUISANCE OR OTHER INTERFERENCE WITH THE USE OF ANY LOT OR ANY ADJACENT OR NEIGHBORING AREAS OR PROPERTY.

NO FILL, STUMPS, TRASH, GRASS CLIPPINGS, WASTE, DEBRIS OR OTHER REFUSE OF ANY KIND SHALL BE PLACED ON ANY LOT OR ON ANY PORTION OF THE PROPERTIES. THE ASSOCIATION SHALL HAVE THE RIGHT TO ENTER UPON ANY LOT, TO REMOVE SUCH DEBRIS, AS WELL AS THE RIGHT, AT ALL REASONABLE TIMES, TO CUT AND REMOVE ANY GRASS, WEEDS, DEBRIS OR UNDERGROWTH WHICH IS DEEMED TO BE UNSIGHTLY BY THE ASSOCIATION, AND CHARGE THE OWNER UPON WHICH THE SAME IS LOCATED THE COST THEREOF, PLUS TWENTY PERCENT (20%).

THE DEVELOPER HEREBY RESERVES THE RIGHT TO POST SPEED TRAFFIC SIGNS AND INSTALL SPEED MONITORS FROM TIME TO TIME THROUGHOUT THE PROPERTIES IN ORDER TO PROTECT THE SAFETY AND WELL BEING OF THE OWNERS AND THEIR GUESTS, AND ALL PERSONS SHALL BE REQUIRED TO OBEY THE POSTED TRAFFIC SIGNS AS THEY EXIST FROM TIME TO TIME. PEDESTRIANS AND BICYCLISTS SHALL HAVE THE RIGHT-OF-WAY.

THESE RESTRICTIONS MAY BE AMENDED AT ANY TIME BY THE OWNERS OF AT LEAST TWO THIRDS OF THE LOTS SUBJECT TO SUCH RESTRICTIONS. PROVIDED, HOWEVER, THAT UNTIL ALL OF THE LOTS IN THE SUBDIVISION HAVE BEEN SOLD BY THE UNDERSIGNED, ANY SUCH AMENDMENT OF THESE RESTRICTIONS SHALL REQUIRE PRIOR WRITTEN APPROVAL OF THE UNDERSIGNED, ITS HEIRS, EXECUTORS, OR ASSIGNS. EACH SUCH AMENDMENT MUST BE EVIDENCED BY A WRITTEN INSTRUMENT, SIGNED AND ACKNOWLEDGED BY THE OWNER OR OWNERS CONCURRENCE THEREIN, SETTING FORTH FACTS WHICH INDICATE NO CONFLICT WITH THIS PARAGRAPH AND RECORDED IN THE MARION COUNTY CLERK'S OFFICE.

# TOWNE

TS CONTINUED

IN VALIDATION OF ANY OF THE FOREGOING COVENANTS, PROVISIONS, RESTRICTIONS OR CONDITIONS BY JUDGMENT OF COURT ORDER SHALL, IN NO WAY, AFFECT ANY OF THE OTHER COVENANTS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

THIS PLAT IS SUBJECT TO THE VARIANCES GRANTED BY THE METROPOLITAN BOARD OF ZONING APPEALS, DIVISION 11, IN ITS DETERMINATION OF USE VARIANCE PETITION DATED FEBRUARY 19, 1974, INCLUDING APPROVAL OF MINIMUM AGGREGATE SIDEYARD DISTANCES BETWEEN BUILDINGS OF 15.4 FEET.

IN ADDITIONAL USE AND DEVELOPMENT COVENANTS AND RESTRICTIONS AND ALL OTHER COVENANTS, RESTRICTIONS AND CONDITIONS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND CONDITIONS OF USE OF SHERMAN TOWNE ASSOCIATION, INC., AND THAT DECLARATION ITSELF, ARE HEREBY INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THE COVENANTS AND RESTRICTIONS OF THE PLAT OF SHERMAN TOWNE.

ALL COVENANTS AND RESTRICTIONS ARE HEREBY ACCEPTED BY THE SELLER AND BUYER OF THIS PLAT AND THE BUYER OF THIS PLAT AND THE BUYER OF THIS PLAT.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the State of Indiana, at Indianapolis, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

*[Handwritten signatures]*

STATE OF INDIANA  
COUNTY OF \_\_\_\_\_  
I, \_\_\_\_\_, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my office.

WITNESSE MY HAND AND SEAL AT INDIANAPOLIS, INDIANA, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

*[Handwritten signatures and notary information]*

COMMISSION EXPIRES: \_\_\_\_\_  
RECORDED AT \_\_\_\_\_ COUNTY