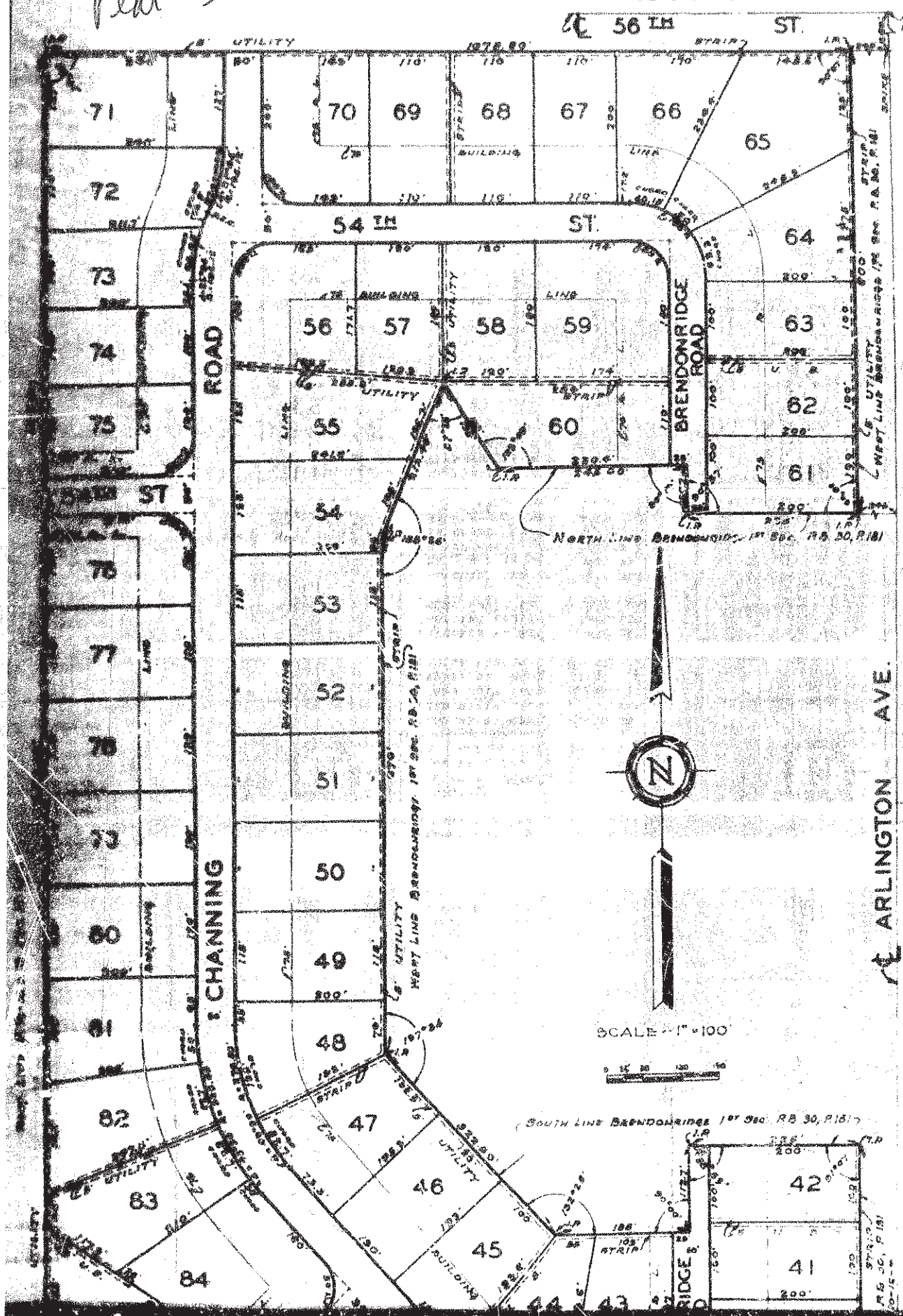
Plat 30-180

BRENDONRIDGE

SECOND SECTION



THE UNDERSIGNED, COMPANY, TRUSTEE THE LEGAL TITLE ACTING WITHIN IT AND SUBDIVIDE TH CERTIFICATE. TH AS BRENDONRIDGE,

THE STREETS SHOW ARE HEREBY DEDIC

THERE ARE STRIPS PLAT WHICH ARE R FOR INSTALLATION DUCTS, DRAINS AN AUTHORITY OF THE HEREIN RESERVED, ERECTED OR MAINT TAKE THEIR TITLE UTILITIES AND TO THIS SUBDIVISION AND THROUGH THE ERECTED ON SAID

ALL LOTS IN THIS AR RESIDENTIAL L PLACED ON PERMIT ONE SINGLE FAMIL HEIGHT, HAVING A SQUARE FEET IN T THAN 1000 SQUARE STRUCTURE, EXCLU IN ALL CASES. A LOTS IN THIS SUB ATTACHED, AND TH

THERE SHALL BE P DWELLING EQUAL I MEASURED AT THE LESSER. NO BUIL EXCEPT FENCES SH PARIES BY THE CI WHERE BUILDINGS THIS RESTRICTION EXTREME BOUNDARI

NO HOTEL BUILDIN FACTORY BUILDING USE SHALL BE ERE DIVISION.

NO TRAILERS, TEM NATURE SHALL BE EXCEPT DURING THE AND FOR THE USE

NO FARM ANIMALS, ON ANY LOT OR LO MESTIC ANIMALS FO USE OF STREETS AN PATHS IS HEREBY

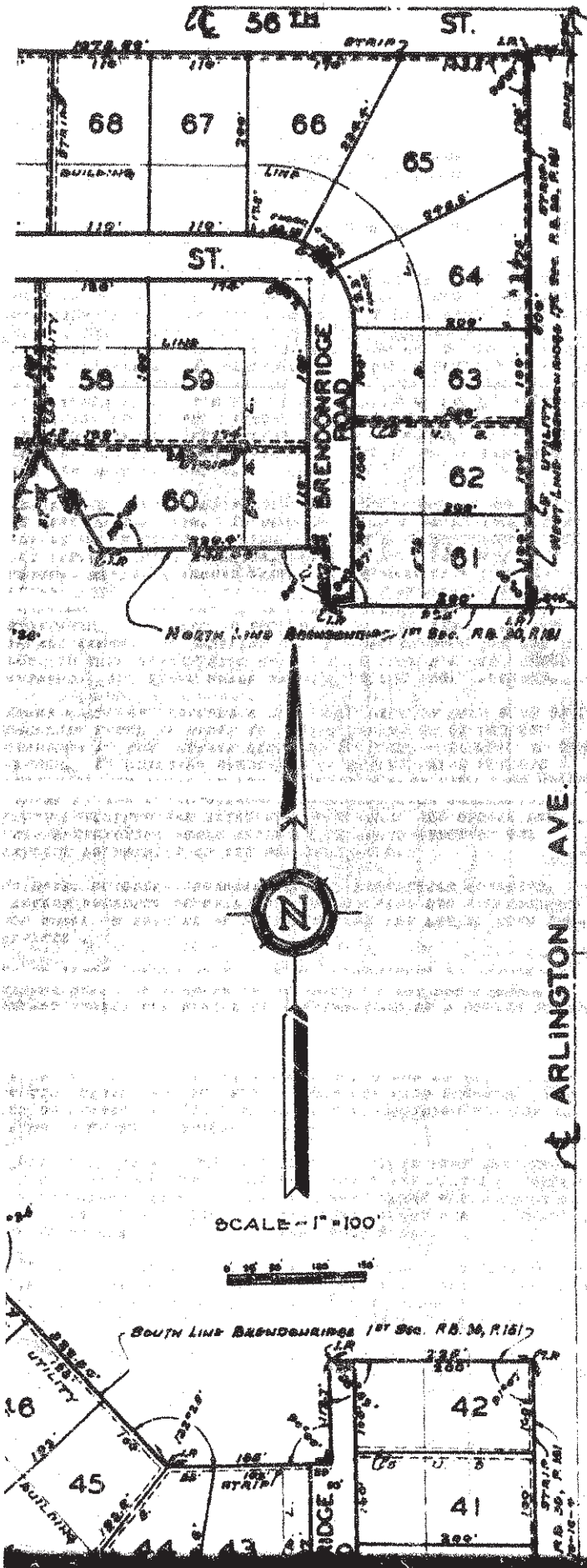
BUILDING LINES THE STREET PROJ WHICH LINES AR ERECTED OR MAIN THEREOF OTHER T

NO FENCE SHALL ANY LOT, THE PO VISION, LIGHT A GOOD REPAIR AND PROPERTY AND DE RESTRICTION TO ERECTED BETWEEN SET BACK LINE AND LOT BETWEEN

LOCATED ON SUB

BRENDONRIDGE

SECOND SECTION



THE UNDERSIGNED, AMERICAN FLETCHER NATIONAL BANK AND TRUST COMPANY, TRUSTEE UNDER DEED DATED MAY 28, 1957, OWNERS OF THE LEGAL TITLE TO THE ABOVE DESCRIBED REAL ESTATE AND ACTING WITHIN ITS AUTHORITY, DOES HEREBY LAY OFF, PLAT AND SUBDIVIDE THE SAME IN ACCORDANCE WITH THIS PLAT AND CERTIFICATE. THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS BRENDONRIDGE, SECOND SECTION.

THE STREETS SHOWN ON THIS PLAT NOT HERE-TO-FORE DEDICATED ARE HEREBY DEDICATED TO PUBLIC USE.

THERE ARE STRIPS OF GROUND 5 FEET IN WIDTH AS SHOWN ON THIS PLAT WHICH ARE HEREBY RESERVED FOR USE OF PUBLIC UTILITIES FOR INSTALLATION AND MAINTENANCE OF POLES, WIRES, DUCTS, DRAINS AND SEWERS, SUBJECT AT ALL TIMES TO THE AUTHORITY OF THE PROPER CIVIL OFFICERS AND TO THE EASEMENTS HEREIN RESERVED. NO PERMANENT OR OTHER STRUCTURE SHALL BE ERECTED OR MAINTAINED IN SAID STRIPS, BUT SAME SHALL REMAIN THEIR TITLES SUBJECT TO THE RIGHTS OF SUCH PUBLIC UTILITIES AND TO THE RIGHTS OF OWNERS OF OTHER LOTS IN THIS SUBDIVISION, FOR INGRESS AND EGRESS, IN, ALONG, ACROSS AND THROUGH THE EXTERNAL STRIPS SO RESERVED. FENCES MAY BE ERECTED ON SAID STRIPS.

ALL LOTS IN THIS SUBDIVISION SHALL BE KNOWN AND CONSTRUCTED AS RESIDENTIAL LOTS. NO STRUCTURE SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE SINGLE FAMILY DWELLING, NOT TO EXCEED 2½ STORIES IN HEIGHT, HAVING A GROUND FLOOR AREA OF ANY SAID DWELLING OF SQUARE FEET IN THE CASE OF A 1 STORY STRUCTURE, NOT LESS THAN 1000 SQUARE FEET IN THE CASE OF 1½, 2 OR 2½ STORY STRUCTURE, EXCLUSIVE OF OPEN PORCHES, BASEMENTS AND GARAGES IN ALL CASES. NO DWELLING SHALL BE BUILT UPON ANY LOT OR LOTS IN THIS SUBDIVISION HAVING LESS THAN A 2 CAR GARAGE ATTACHED, AND THERE SHALL BE NO OPEN CAR PORTS ALLOWED.

THERE SHALL BE PROVIDED A SIDE YARD LINE ON EACH SIDE OF THE DWELLING EQUAL IN WIDTH TO 15% OF THE WIDTH OF THE SAID DWELLING AT THE SETBACK LINE, OR 20 FEET, WHICHEVER IS THE LESSER. NO BUILDING STRUCTURE OR APPURTENANCE THEREOF EXCEPT FENCES SHALL BE LOCATED WITHIN SAID SIDE YARD LINES VARIED BY THE CIVIL AUTHORITIES HAVING SUCH JURISDICTION. WHERE BUILDINGS ARE BUILT UPON MORE THAN ONE SINGLE LOT, THIS RESTRICTION SHALL APPLY TO THE SIDE LINES OF THE EXTERNAL BOUNDARIES OF THE MULTIPLE LOTS.

NO HOTEL BUILDING, BOARDING HOUSE, MERCANTILE BUILDING, FACTORY BUILDING OR BUILDINGS OF ANY KIND FOR COMMERCIAL USE SHALL BE ERECTED OR MAINTAINED ON ANY LOT IN THIS SUBDIVISION.

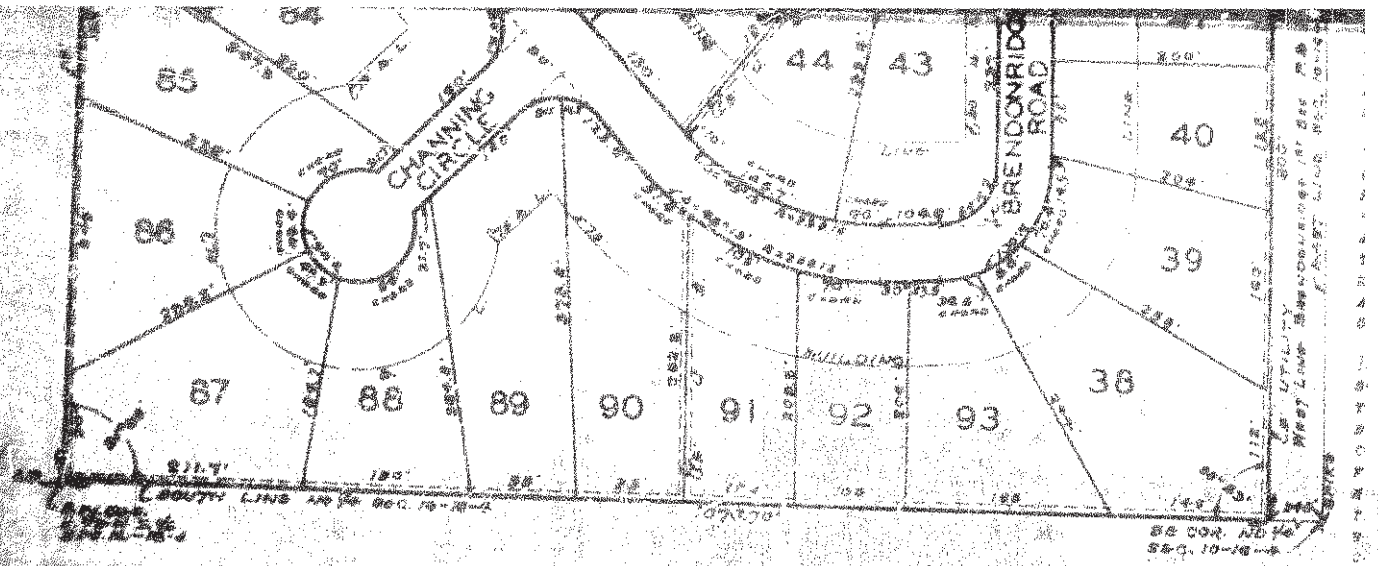
NO TRAILERS, TENTS OR SHACKS OF A PERMANENT OR TEMPORARY NATURE SHALL BE ERECTED OR MAINTAINED ON ANY LOT HEREIN, EXCEPT DURING THE PERIOD OF CONSTRUCTION OF A PROPER STRUCTURE AND FOR THE USE BY THE BUILDER FOR HIS MATERIAL AND TOOLS.

NO FARM ANIMALS, RIDING HORSES OR FOWL SHALL BE PERMITTED ON ANY LOT OR LOTS IN THIS SUBDIVISION AND NO PETS OR DOMESTIC ANIMALS FOR COMMERCIAL PURPOSES KEPT THEREON. THE USE OF STREETS AND/OR LAND IN THIS SUBDIVISION FOR BRIDLE PATHS IS HEREBY PROHIBITED.

BUILDING LINES AS SHOWN ON THIS PLAT, 35 FEET BACK FROM THE STREET PROPERTY LINES ARE HEREBY ESTABLISHED BETWEEN WHICH LINES AND THE STREET PROPERTY LINES THERE SHALL BE ERECTED OR MAINTAINED NO STRUCTURE OF ANY KIND OR PART THEREOF OTHER THAN A ONE STORY OPEN PORCH.

NO FENCE SHALL BE ERECTED ON OR ALONG ANY LOT LINE NOR ON ANY LOT, THE PURPOSE OF WHICH WILL BE TO OBSTRUCT REASONABLE VISION, LIGHT AND AIR, AND ALL FENCES SHALL BE KEPT IN GOOD REPAIR AND ERECTED REASONABLY SO AS TO ENCLOSE THE PROPERTY AND DECORATE THE SAME WITHOUT HINDERANCE OR OBSTRUCTION TO ANY OTHER PROPERTY. NO FENCE SHALL BE ERECTED BETWEEN THE FRONT PROPERTY LINES AND THE BUILDING SET BACK LINE OTHER THAN A FENCE OF A DECORATIVE NATURE AND NOT EXCEEDING THREE FEET, SIX INCHES IN HEIGHT.

NO PRIVATE OR SEMI-PRIVATE WATER SUPPLY AND/OR SEWAGE DISPOSAL SYSTEM MAY BE LOCATED UPON OR ADJACENT TO ANY LOT OR LOTS IN THIS SUBDIVISION THAT IS NOT IN COMPLIANCE WITH REGULATIONS OR PROCEDURE AS PROVIDED BY THE INDIANA STATE BOARD OF HEALTH, OR ANY AUTHORITY HAVING JURISDICTION. NO SEPTIC TANK OR ABSORPTION FIELD SHALL BE LOCATED OR CONSTRUCTED EXCEPT AS APPROVED BY SAID HEALTH



I, THE UNDERSIGNED, BEING A DULY REGISTERED SURVEYOR IN THE STATE OF INDIANA, HEREBY CERTIFY THE WITHIN PLAT TO BE TRUE AND CORRECT, REPRESENTING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTH EAST QUARTER OF SECTION 10, TOWNSHIP 16 NORTH, RANGE 4 EAST, OF THE SECOND PRINCIPAL MERIDIAN, MARION COUNTY, STATE OF INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID ¼-¼ SEC., DISTANT 245 FEET EAST OF THE S.W. CORNER THEREOF, SAID POINT BEING IN COMMON WITH THE S.W. CORNER OF LOT 37 IN BRENDONRIDGE, FIRST SECTION, THE PLAT OF WHICH IS RECORDED IN THE MARION COUNTY RECORDER'S OFFICE, PLAT BOOK 30, PAGE 181; THENCE NORTH ALONG THE SOUTH LINE THEREOF 1076.70 FEET TO THE S.W. CORNER OF SAID LOT; THENCE NORTH ALONG THE WEST LINE THEREOF 2012.0 FEET TO A POINT 600 FEET SOUTH OF THE N.W. CORNER OF SAID ¼-¼ SEC.; THENCE EAST PARALLEL TO THE NORTH LINE THEREOF 1076.80 FEET TO A POINT IN COMMON WITH THE S.E. CORNER OF LOT 1 IN THE ABOVE MENTIONED BRENDONRIDGE, FIRST SECTION; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID ¼-¼ SEC., 600 FEET, TO A CORNER REFLECTING ANGLE TO THE RIGHT OF 90°-51', A DISTANCE OF [illegible] FEET; THENCE SOUTH REFLECTING TO THE RIGHT 89°-05' A DISTANCE OF [illegible] FEET; THENCE SOUTHEASTERLY REFLECTING TO THE LEFT 89°-47' A DISTANCE OF 245.4 FEET; THENCE SOUTHEASTERLY REFLECTING TO THE RIGHT 56°-51' A DISTANCE OF [illegible] FEET; THENCE SOUTHEASTERLY REFLECTING TO THE LEFT 125°-32' A DISTANCE OF [illegible] FEET; THENCE SOUTH REFLECTING TO THE LEFT 24°-34' A DISTANCE OF [illegible] FEET; THENCE SOUTHWESTERLY REFLECTING TO THE LEFT 42°-26' A DISTANCE OF [illegible] FEET; THENCE EAST REFLECTING TO THE LEFT 47°-32' A DISTANCE OF [illegible] FEET; THENCE NORTH REFLECTING TO THE LEFT 90°-00' A DISTANCE OF 112.7 FEET; THENCE NORTHEAST REFLECTING TO THE RIGHT 21°-07' A DISTANCE OF 225 FEET; THENCE NORTH REFLECTING TO THE RIGHT 45°-53' A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 36.62 ACRES MORE OR LESS. SUBJECT TO THE LEGAL EASEMENTS AND/OR RIGHTS OF WAY.

THERE CONSTITUTING THEREIN 58 LOTS NUMBERED FROM 38 TO 95, BOTH INCLUSIVE, AND STREETS AS SHOWN HEREON. THE SIZE OF THE LOTS AND WIDTHS OF THE STREETS ARE GIVEN ON THIS PLAT IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

WITNESS MY SIGNATURE THIS 6TH DAY OF JUNE, 1957

Robert Schneckenburger

ROBERT SCHNECKENBURGER
REGISTERED SURVEYOR NO. 5907
STATE OF INDIANA

ROBERT SCHNECKENBURGER
REGISTERED
No. 5907
STATE OF INDIANA
SURVEYOR

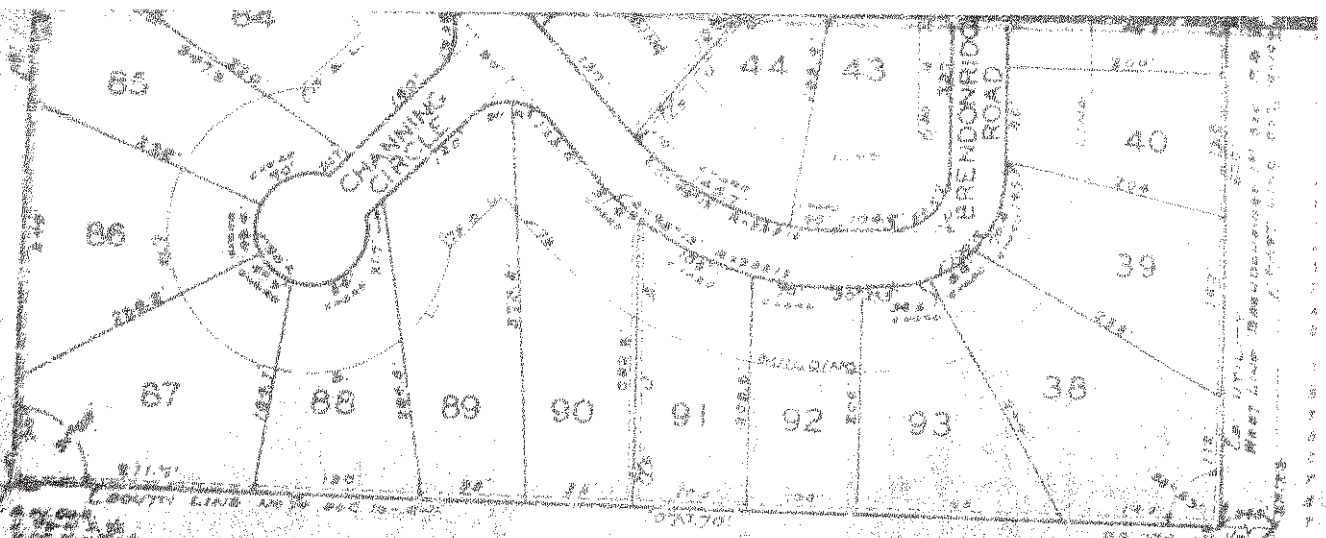
TITLE EXPIRED
FOR TAXATION

APPROVED THIS 2ND
DAY OF JULY 1958
DEPARTMENT OF PLANNING
[illegible] (DIRECTOR)

NOTICE WAS GIVEN
DAY OF JUNE 1957

JULY 10TH
1957

JUL 8 1958



I, THE UNDERSIGNED, BEING A DULY REGISTERED SURVEYOR IN THE STATE OF INDIANA, HEREBY CERTIFY THE WITHIN PLAT TO BE TRUE AND CORRECT, REPRESENTING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTH EAST FRACTION OF SECTION 15, TOWNSHIP 16 NORTH, RANGE 4 EAST, OF THE SECOND PRINCIPAL MERIDIAN, MARION COUNTY, STATE OF INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID S-E SEC., DISTANT 240 FEET WEST OF THE S.E. CORNER THEREOF, SAID POINT BEING IN COMMON WITH THE S.W. CORNER OF LOT 37 IN BRENTWOOD, FIRST SECTION, THE PLAT OF WHICH IS RECORDED IN THE MARION COUNTY RECORDER'S OFFICE, PLAT BOOK 30, PAGE 184; THENCE WEST ALONG THE SOUTH LINE THEREOF 1076.70 FEET TO THE S.W. CORNER OF SAID S-E SEC.; THENCE NORTH ALONG THE WEST LINE THEREOF 2012.0 FEET TO A POINT 660 FEET SOUTH OF THE N.W. CORNER OF SAID S-E SEC.; THENCE EAST PARALLEL TO THE SOUTH LINE THEREOF 1078.80 FEET TO A POINT IN COMMON WITH THE S.W. CORNER OF LOT 1 IN THE ABOVE MENTIONED BRENTWOOD, FIRST SECTION; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID S-E SEC., 800 FEET; THENCE WEST ON A FORWARD DEFLECTION ANGLE TO THE RIGHT OF 90°-31', A DISTANCE OF 225.0 FEET; THENCE SOUTH FORWARD DEFLECTING TO THE RIGHT 89°-03' A DISTANCE OF [illegible] FEET; THENCE NORTHWESTERLY DEFLECTING TO THE LEFT 89°-47' A DISTANCE OF 245.4 FEET; THENCE NORTHWESTERLY DEFLECTING TO THE RIGHT 36°-41' A DISTANCE OF [illegible] FEET; THENCE NORTHWESTERLY DEFLECTING TO THE LEFT 122°-[illegible]' A DISTANCE OF [illegible] FEET; THENCE NORTHWESTERLY DEFLECTING TO THE LEFT 24°-34' A DISTANCE OF [illegible] FEET; THENCE NORTHWESTERLY DEFLECTING TO THE RIGHT 48°-26' A DISTANCE OF [illegible] FEET; THENCE EAST DEFLECTING TO THE LEFT 47°-32' A DISTANCE OF [illegible] FEET; THENCE SOUTH DEFLECTING TO THE LEFT 90°-00' A DISTANCE OF 112.5 FEET; THENCE EAST DEFLECTING TO THE RIGHT 31°-07' A DISTANCE OF 225 FEET; THENCE SOUTH DEFLECTING TO THE RIGHT 43°-53' A DISTANCE OF 500 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 16.68 ACRES MORE OR LESS, SUBJECT TO ALL LEGAL EASEMENTS AND/OR RIGHTS OF WAY.

THE SUBDIVISION CONSISTS OF 56 LOTS NUMBERED FROM 38 TO 93, BOTH INCLUSIVE, WITH WIDTHS AS SHOWN HEREON. THE SIZE OF THE LOTS AND WIDTHS OF THE STREETS AND ALLEYS AS SHOWN ON THIS PLAT ARE FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

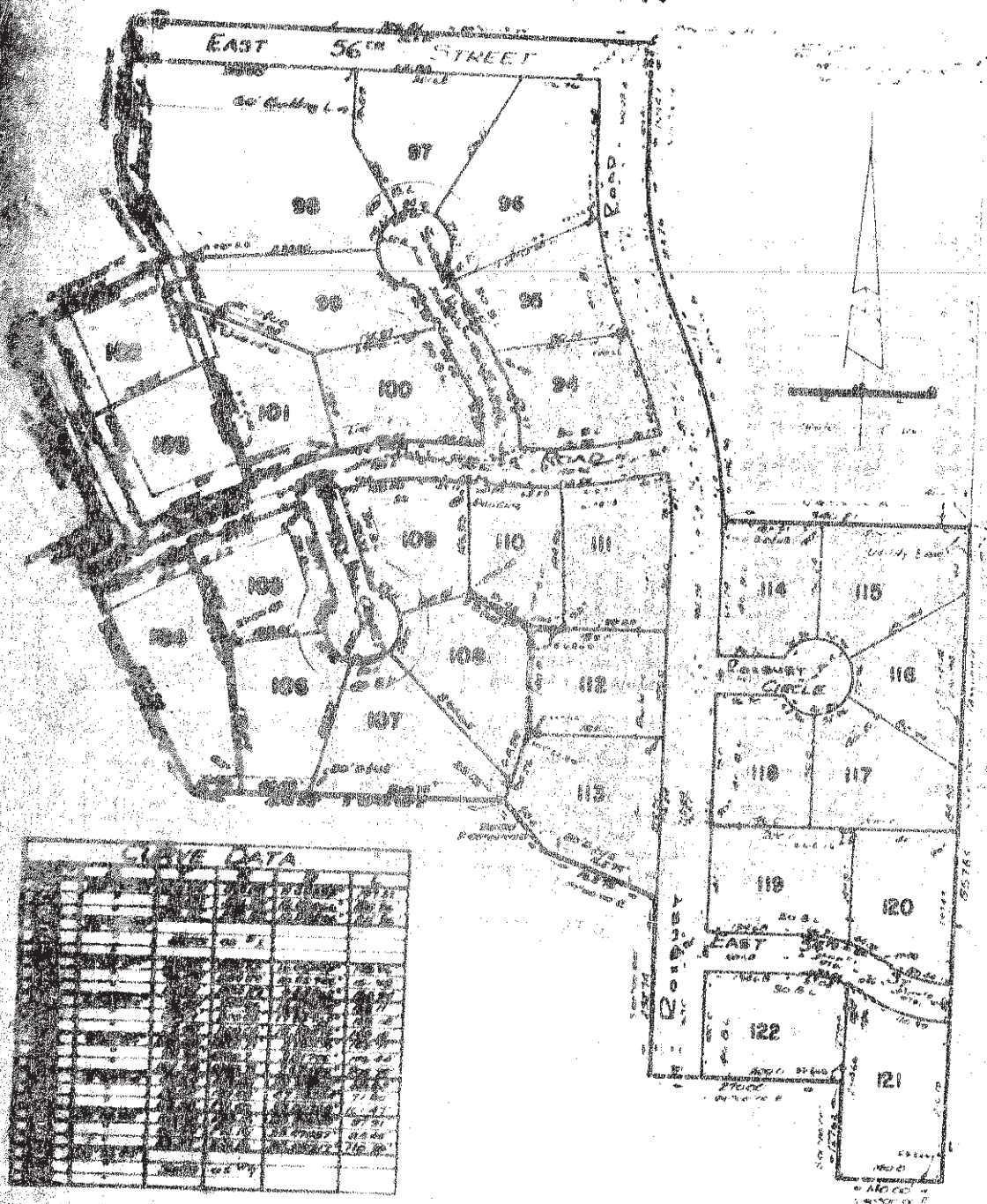
WITNESS MY SIGNATURE THIS 6TH DAY OF JUNE, 1957

ROBERT SCHMERSCHEL
Registered Surveyor No. 5807
State of Indiana

SCHMERSCHEL REGISTERED No. 5807 INDIANA PROFESSIONAL SURVEYOR

APPROVED THIS 2ND
DAY OF JULY 1958

PUBLIC NOTICE WAS GIVEN
29TH DAY OF JUNE 1957



BRENDONRIDGE - THIRD SECTION

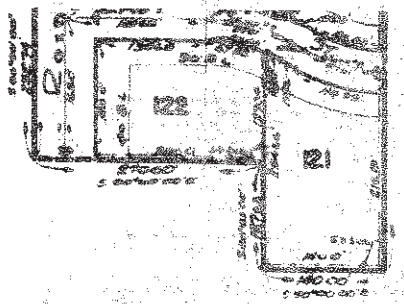
The undersigned, owner as aforesaid hereby [illegible] plant and subdivide the same into lots and [illegible]

[illegible]

[illegible] The streets shown and not [illegible]

[illegible] All lots in this subdivision [illegible] and are hereby dedicated [illegible] structure, excluding of [illegible] allowed.

[illegible] Front and side building lines are [illegible] right lines or elevations [illegible] the intersection of each street lines [illegible] of 6 square lines with the edge of [illegible]



[illegible]DNRIDGE — THIRD SECTION

[illegible], American Fletcher National Bank and Trust Company, [illegible] the same into lots and streets in accordance with the [illegible]

[illegible] and not hereinafter dedicated are hereby dedicated to the [illegible]

[illegible] subdivision shall be known and designated as residential lots. [illegible] shall be [illegible] stories in height, having a ground floor area of not less than [illegible] square feet [illegible] exclusive of open porches, breezeways and garages in all cases. [illegible]

[illegible] building lines are established as shown on this plat between which lines and the [illegible] shall be placed or permitted to remain on any other part of the lot [illegible] of said any st lines, or in the case of a rounded property corner, from the intersection [illegible] lines with the edge of a driveway, pavement or alley line. No tree shall be permitted to remain within such distances [illegible] such sight lines.

[illegible] basement, garage, barn or other outbuilding or temporary structure shall be erected [illegible] trailer house shall be parked on any lot in this Addition, nor shall any [illegible] subdivision shall be resubdivided into a building lot having an area [illegible] animals shall be raised or maintained on any lot. This restriction shall not [illegible] subdivision and no pets or domestic animals for commercial purposes shall be [illegible] ground as shown on the plat marked "Drainage Easements" [illegible] the installation and maintenance of mains, ducts, poles, lines, wires, [illegible] shall be erected or maintained on said strips. The owner of each lot in this Addition [illegible] said easement herein granted for ingress and egress in, over, and through the [illegible] water supply and/or sewage disposal system may be located upon or [illegible] and for their heirs, successors and assigns, waive all right to a [illegible] including the right to take an appeal from any order or judgment [illegible] placed or altered on any building plot in this subdivision until the [illegible] or external design with existing structures in this subdivision, and as to location [illegible] representative or representatives designated by them. In the event of the death or [illegible] designate a representative of like authority. If the committee shall fail to [illegible] the building according to the plans submitted, which plans approved, shall [illegible] shall be deemed as approval on the plan so submitted. Neither the [illegible] powers and duties of such committee and of its representatives shall cease [illegible] written instrument shall be executed by the then record owners of a majority of [illegible]

[illegible] provisions, restrictions and covenants by injunction, together with [illegible] the owners of the several lots in this subdivision, their heirs or assigns, who [illegible] violation or attempted violation. Said provisions shall be in full force and effect [illegible] majority of the then owners of the lots it is agreed to change the [illegible] shall remain in full force and effect.

[illegible] restrictions and restrictions are to run with the land and shall be [illegible] in this subdivision until a private driveway is constructed from the [illegible] or asphalt.

[illegible] lot in this subdivision shall be used for the non-[illegible]

[illegible], American Fletcher National Bank & Trust Company, by Lyman H. Wolfe, Trust Officer, and Susan [illegible], Asst. Secretary, [illegible] this [illegible] day of October, 1962.

[illegible] Trust Officer

[illegible] Asst. Secretary

[illegible]

[illegible] before me the undersigned, a Notary Public in and for said County and State, [illegible] 1962, American Fletcher National Bank and Trust Company, Trustee [illegible] Trust Officer and Susan Vaelian, Asst. Cashier, and acknowledged the execution of [illegible] instrument as its free and voluntary act and deed for the uses and purposes [illegible]

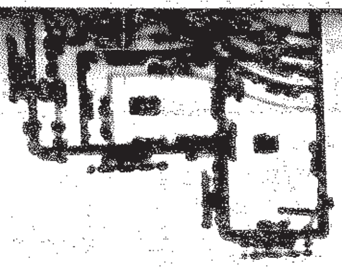
Notary Public

Resident [illegible]

FINAL APPROVAL
PLAT COMMITTEE
METROPOLITAN PLAN COMMISSION
MARION COUNTY, INDIANA
[illegible]
PROPER PUBLIC NOTICE OF THE HEARING HAS BEEN PUBLISHED
[illegible]
[illegible]

DULY ENTERED FOR TAXATION
MAR - 5 1963
[illegible]
COUNTY AUDITOR

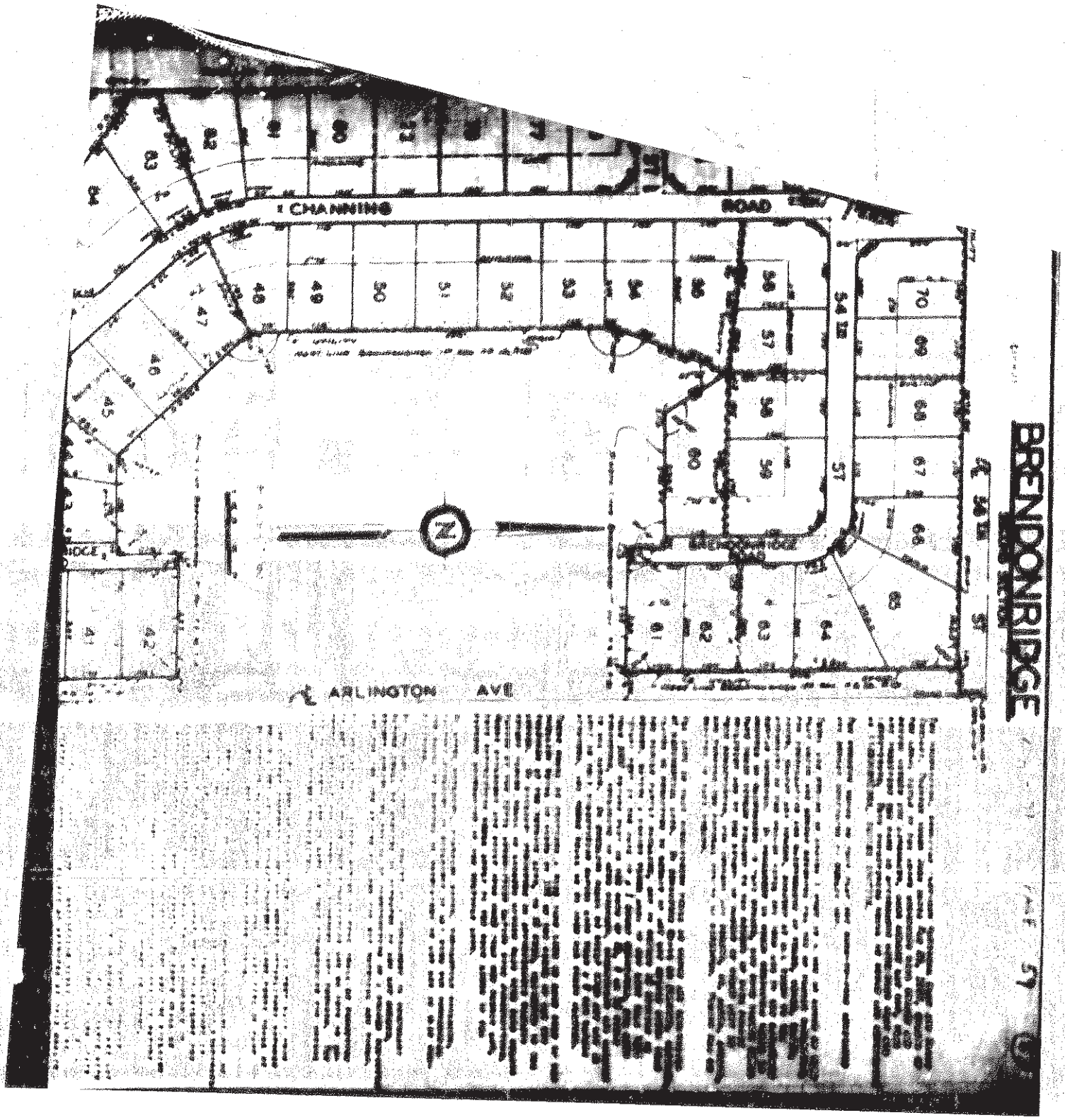
5TH
MAR 1969
[illegible] COUNTY
[illegible] ATTORNEY

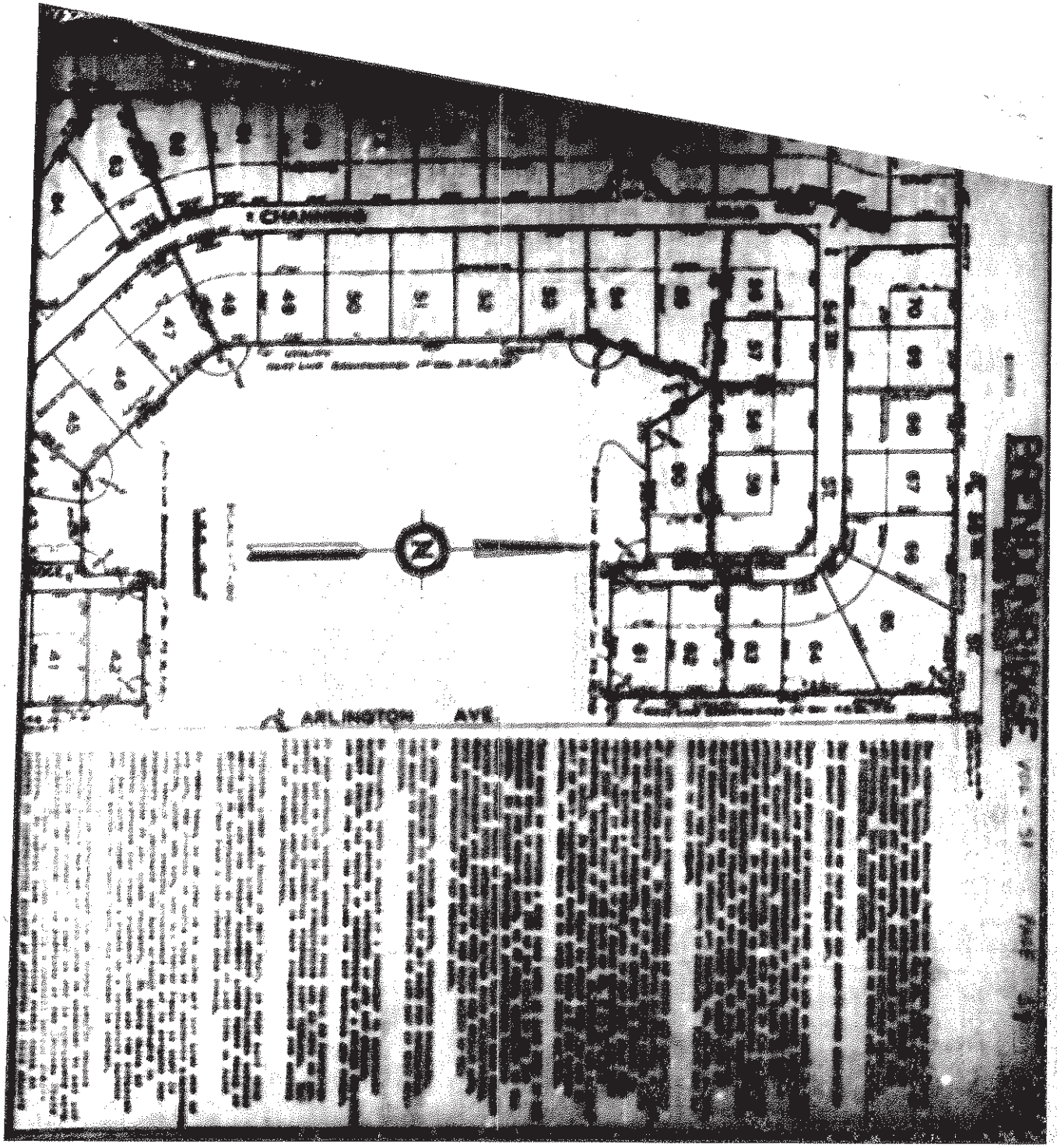


DGE – THIRD SECTION

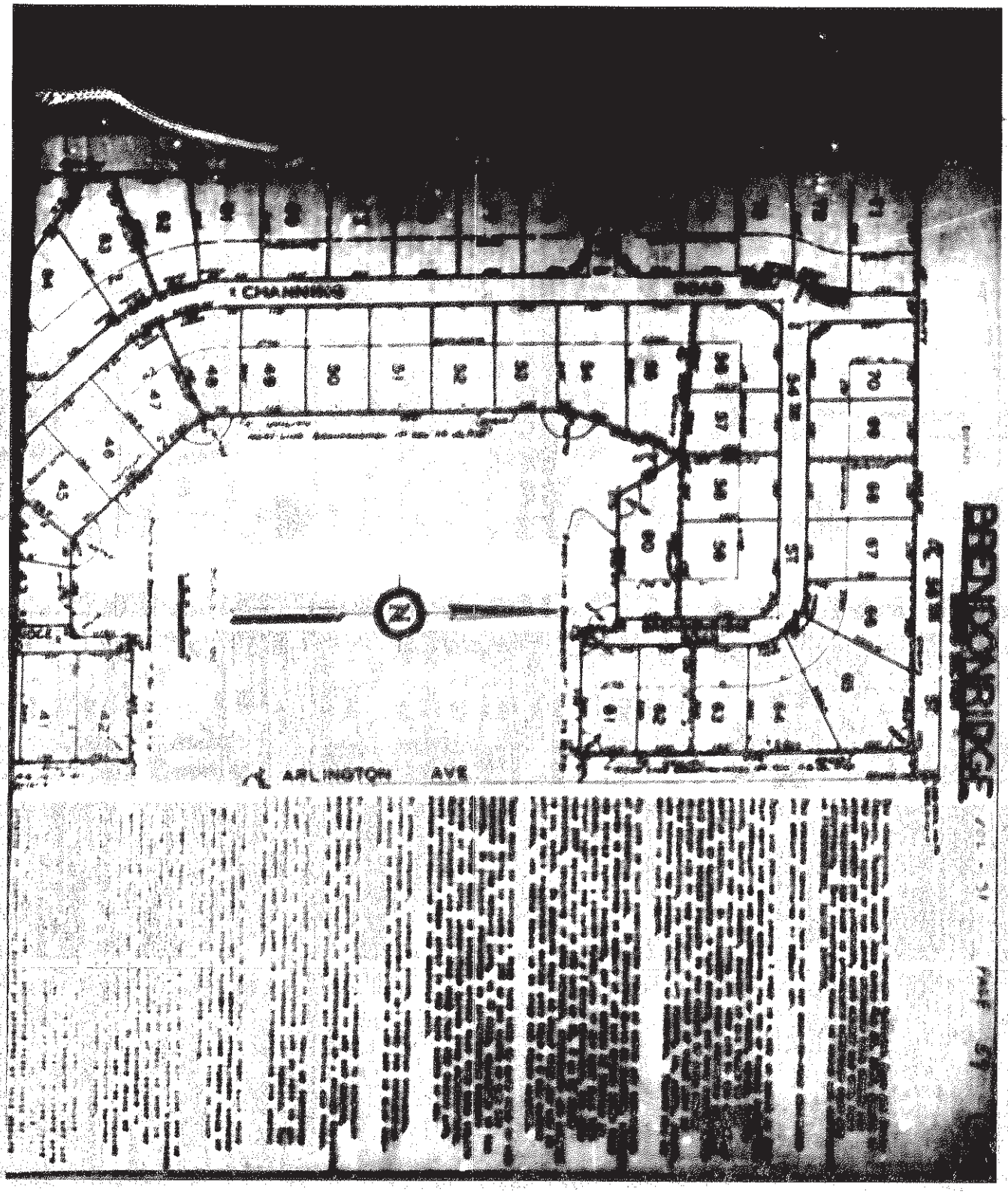
[illegible]

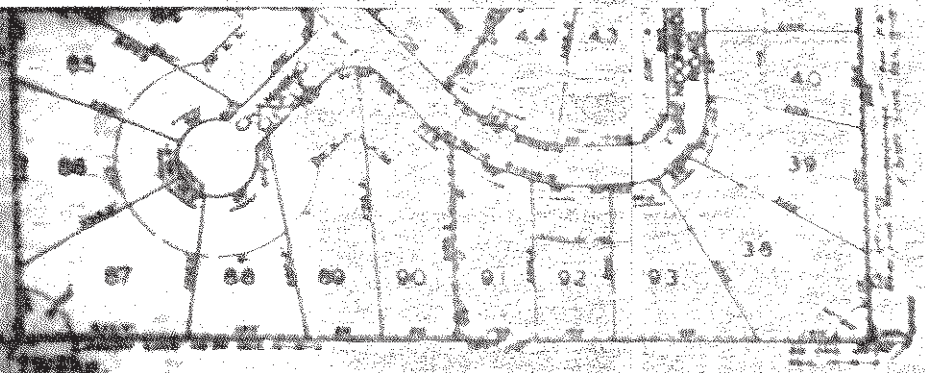
FINAL APPROVAL


CHANNING
ROAD
ARLINGTON
AVE
BRENDONRIDGE



#47


CHANNING
ARLINGTON AVE
BENDONRIDGE


44
40
40
39
38
87
88
89
90
91
92
93

Traphagan, Sarah

From: Norsic, Maureen
Sent: Tuesday, February 04, 2014 11:22 AM
To: Traphagan, Sarah
Subject: order no 4691226

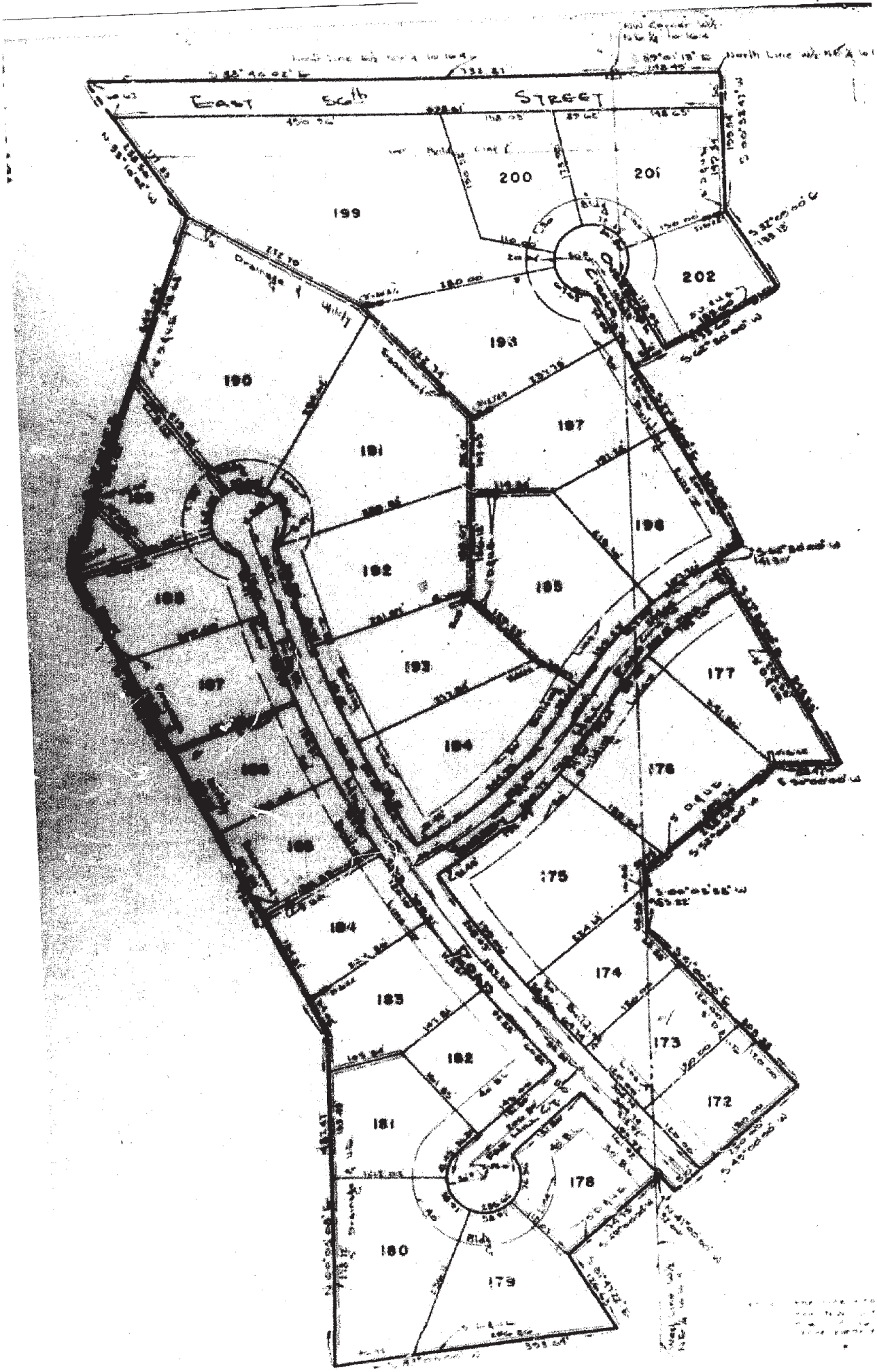
Need copy of plat for Brendon ridge sec 1 to 6 in 30-180, 31-59, 32,291 32-321 32-383 32-407

Maureen Norsic

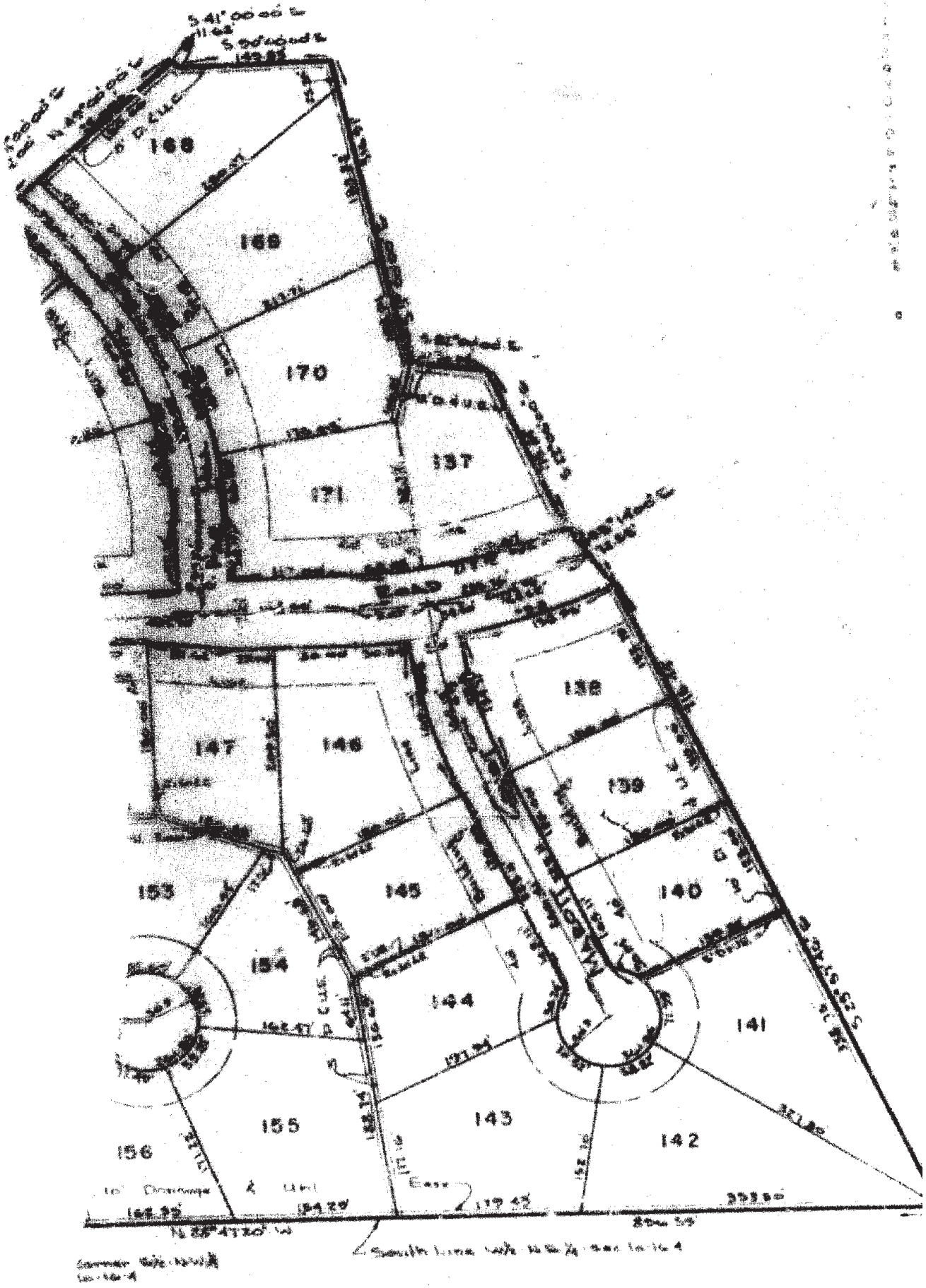
TitleWave
REAL ESTATE SOLUTIONS

Maureen.Norsic@fnf.com
www.TitleWaveRES.com

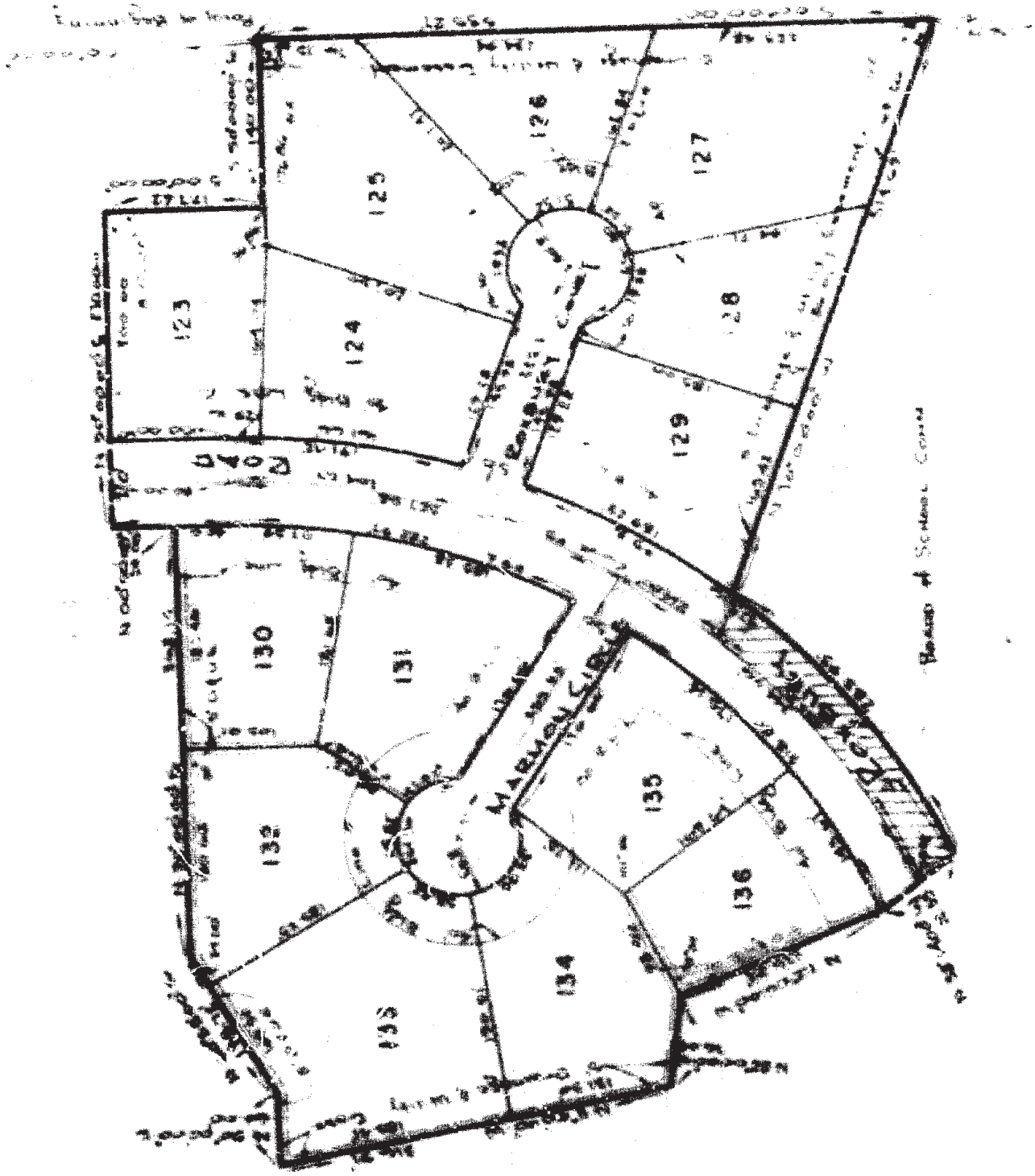
The information contained in this communication may be confidential, is intended only for the use of the recipient named above, and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please re-send this communication to the sender and delete the original message and any copy of it from your computer system. Thank you


East 56th Street
199
200
201
202
193
190
191
187
196
192
195
188
193
177
194
176
175
184
174
183
173
182
172
181
178
180
179

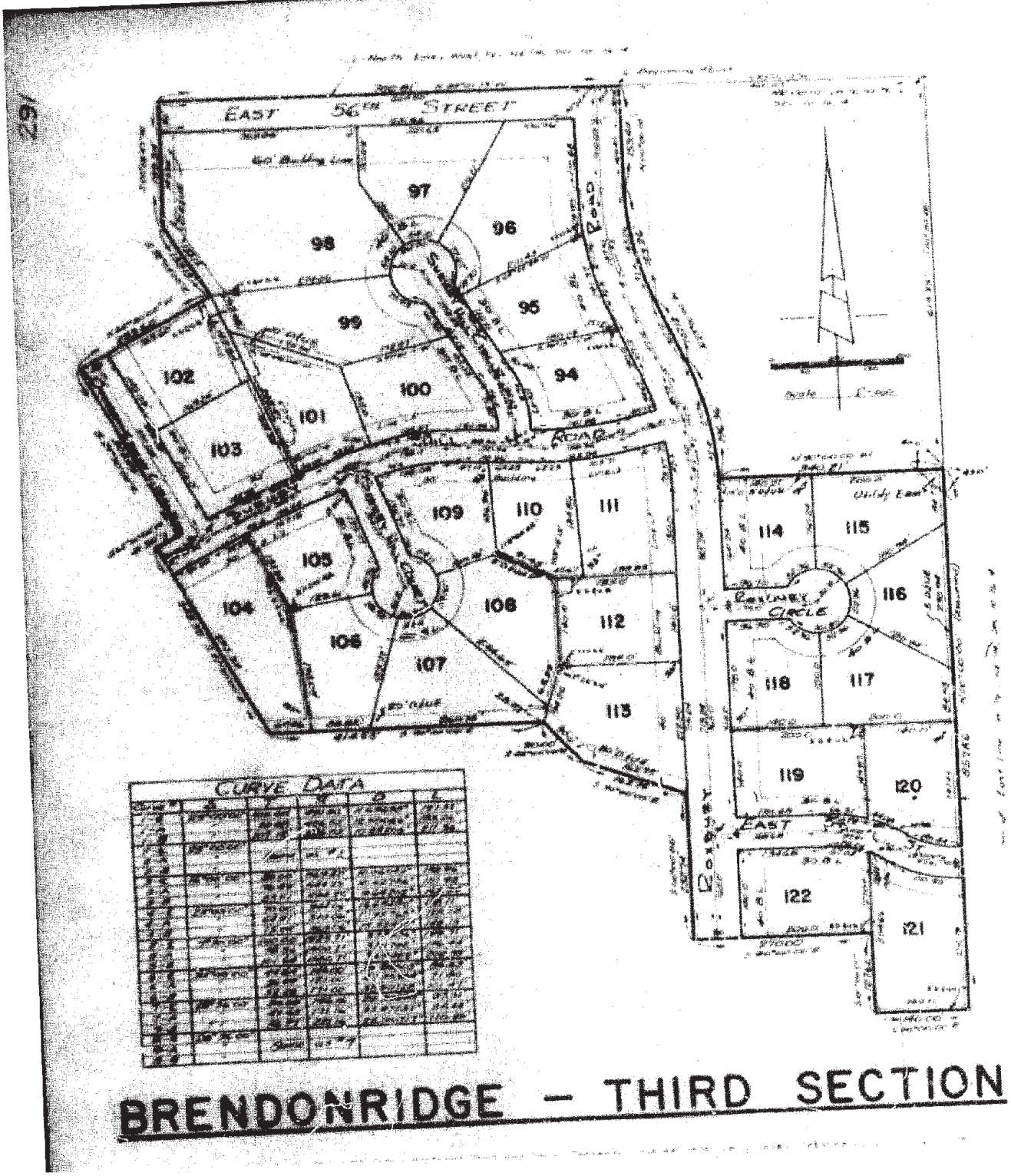
PB 32-383


169
168
170
171
137
138
139
140
141
142
143
144
145
146
147
153
154
155
156

PB 32-407

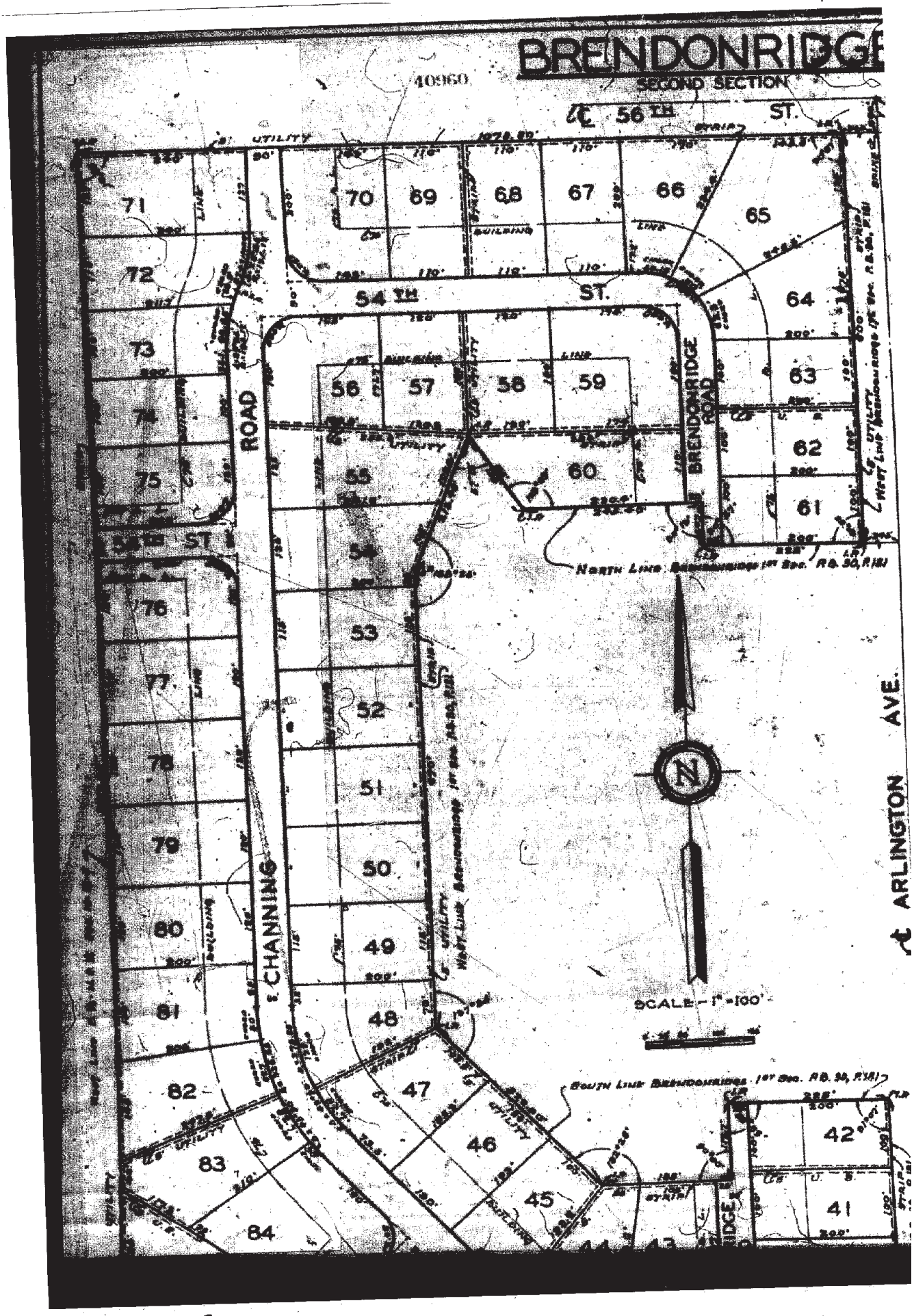

123
124
125
126
127
128
129
130
131
132
133
134
135
136
MARMON CIRCLE

PB 32-321

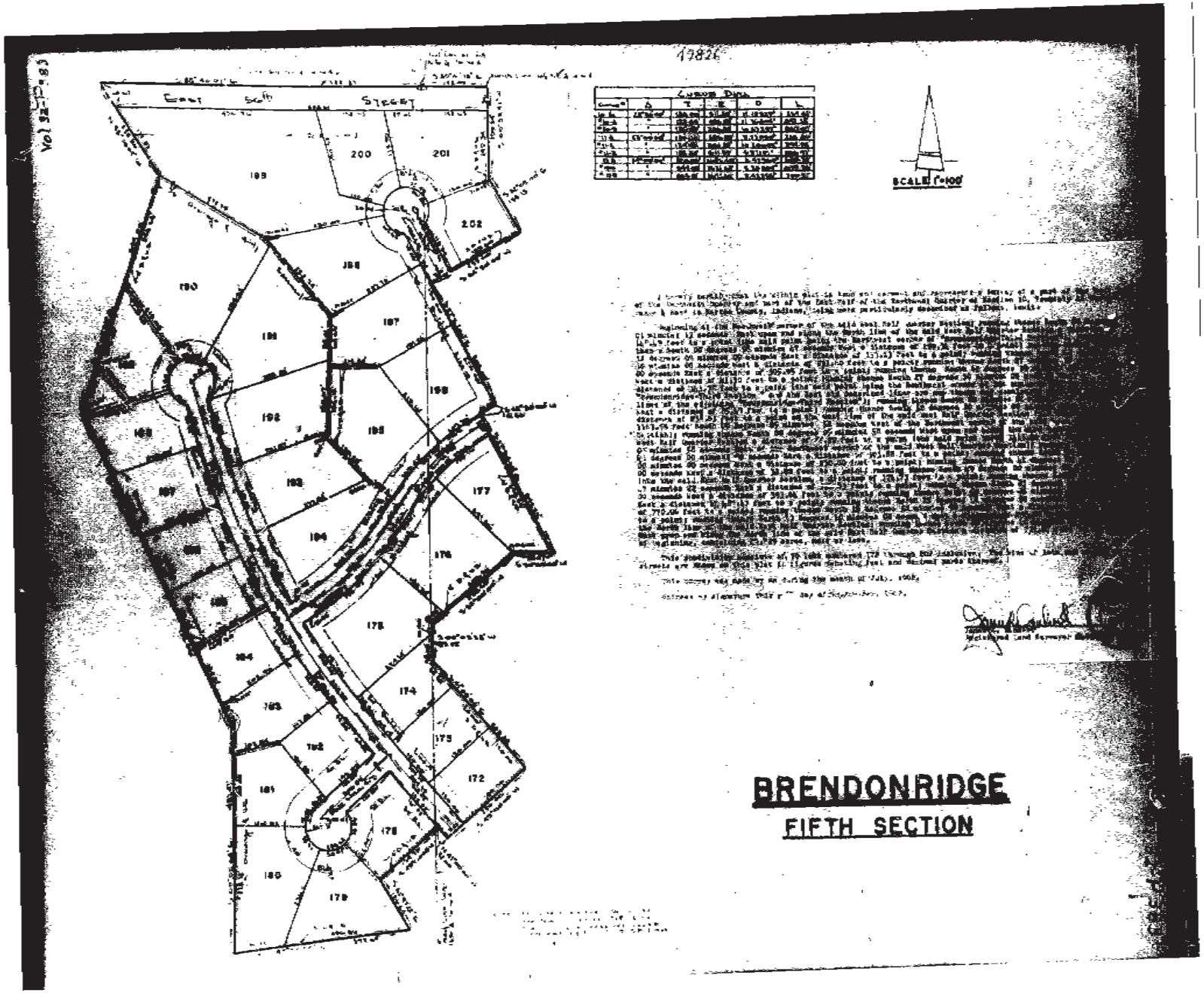


BRENDONRIDGE – THIRD SECTION

PB 32- 291

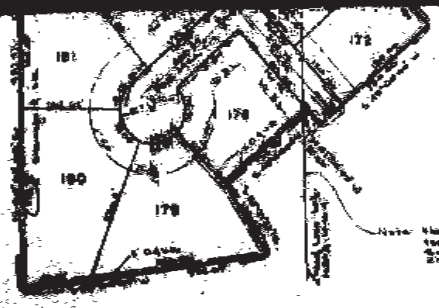

BRENDONRIDGE
SECOND SECTION
40160
56TH ST.
54TH ST.
BRENDONRIDGE ROAD
S. CHANNING ROAD
ARLINGTON AVE.
NORTH LINE BRENDONRIDGE 1ST SEC. P.B. 30, P.181
SOUTH LINE BRENDONRIDGE 1ST SEC. P.B. 30, P.181
SCALE - 1" = 100'
N
71
72
73
74
75
76
77
78
79
80
81
82
83
84
70
69
68
67
66
65
64
63
62
61
56
57
58
59
55
60
54
53
52
51
50
49
48
47
46
45
42
41

PB 31-59


17826
Vol 92 Pg 83
East 56th Street
200
201
202
199
190
189
187
198
197
196
195
194
193
192
191
177
176
175
174
173
172
171
170
169
168
167
166
165
164
163
162
161
160
159
158
157
156
155
154
153
152
151
150
149
148
147
146
145
144
143
142
141
140
139
138
137
136
135
134
133
132
131
130
129
128
127
126
125
124
123
122
121
120
119
118
117
116
115
114
113
112
111
110
109
108
107
106
105
104
103
102
101
100
99
98
97
96
95
94
93
92
91
90
89
88
87
86
85
84
83
82
81
80
79
78
77
76
75
74
73
72
71
70
69
68
67
66
65
64
63
62
61
60
59
58
57
56
55
54
53
52
51
50
49
48
47
46
45
44
43
42
41
40
39
38
37
36
35
34
33
32
31
30
29
28
27
26
25
24
23
22
21
20
19
18
17
16
15
14
13
12
11
10
9
8
7
6
5
4
3
2
1
Curve Data
SCALE 1"=100'
BRENDONRIDGE
FIFTH SECTION

BRENDONRIDGE

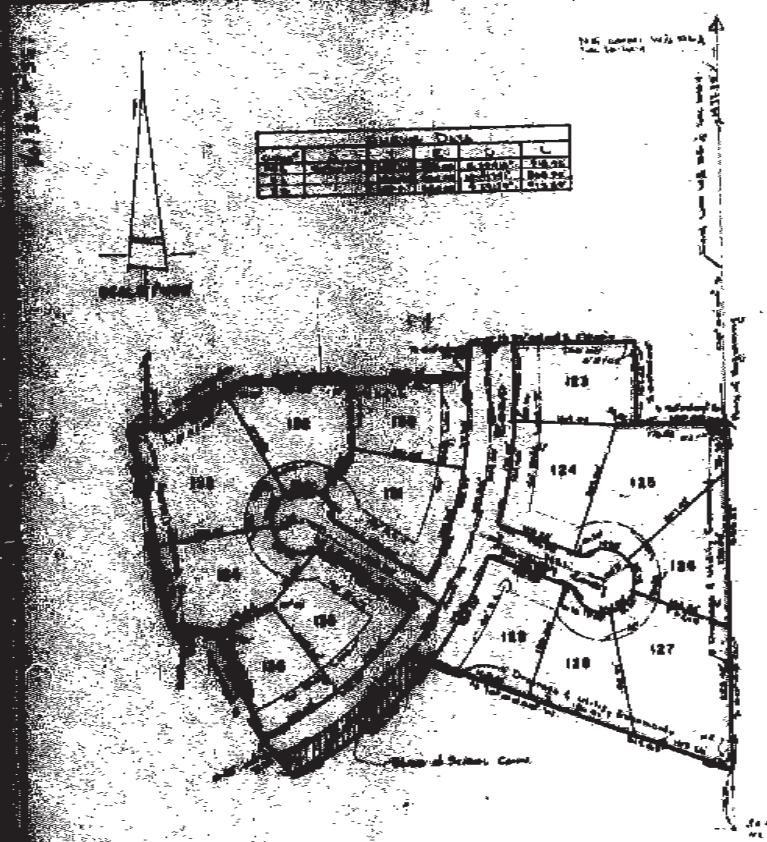
FIFTH SECTION



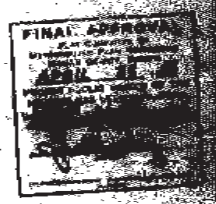
Note: The line from the Quarter on the NW Corn of the NE 1/4 of Sec. 20 to the center of the NE 1/4 of Sec. 20 is the Bearing Basis.

RECORDED FOR RECORD

FINAL APPROVAL



BRENDONRIDGE—FOURTH SECTION



SE Corner, NW ¼ [illegible]

[illegible]ENDONRIDGE — FOURTH SECTION

[illegible] National Bank and Trust Company, Trustee under Trust dated January 2, 1962 [illegible] do hereby lay off, plat and subdivide the same into lots and streets in accordance with the plat. The within plat shall be known as "Brendonridge-Fourth Section", an addition in Marion County, Indiana.

[illegible] are hereby dedicated to the public.

[illegible] designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot [illegible] than one single family [illegible] in height, having a ground floor area of not less than 1000 square feet in the case of a one story structure, nor less than 1000 square feet in the [illegible] half story structure, exclusive of open porches, breezeways and garages in all cases. No dwelling shall be built upon any lot or lots in this subdivision [illegible] shall be no open car ports allowed.

[illegible] on this plat between which lines and the property lines of the street, no structure shall be erected or maintained. No fence, wall, hedge or shrub [illegible] 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 [illegible] intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same [illegible] 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 [illegible] maintained at a sufficient height to prevent obstruction of the sight line.

[illegible] other outbuilding or temporary structure shall be used for temporary or permanent residential purposes in any lot in this addition.

[illegible] upon any lot in this addition, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

[illegible] a building lot having an area of less than 15,000 square feet.

[illegible] raised on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or bird. No farm animals, [illegible] and no pets or domestic animals for commercial purposes kept thereon. The use of streets and/or land in this subdivision for [illegible]

[illegible] marked "Drainage Easements" and/or "Utility Easements" which are hereby reserved for the use of public utility companies, not including [illegible] maintenance of mains, ducts, poles, lines, wires, sewers and drains, subject at all times to the authority of Marion County, Indiana, and [illegible] be erected or maintained on said strips. The owners of such lots in this addition, however, shall take their title subject to the [illegible] lots in this addition to said easement herein granted for ingress and egress in, along and through the strips of ground so reserved.

[illegible] disposal system may be located upon or adjacent to any lot or lots in this subdivision.

[illegible] successors and assigns, waive all right to object to or remonstrate against any annexation or proposed annexation of the real estate subject to [illegible] to file a complaint or other [illegible] the right to take an appeal from any order or judgment annexing said real estate, or

[illegible] building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building [illegible] with existing structures in this subdivision, and as to location of the building with respect to the topography and finished [illegible] or a representative or representatives designated by them. In the event of the death or resignation of any member of [illegible] of like authority. If the committee shall fail to act [illegible]

[illegible]

[illegible] automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots [illegible] one of the covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and [illegible]

[illegible] are to run with the land and shall be binding on all parties and persons claiming under them.

[illegible] a private driveway is constructed from the public right-of-way to the garage entrance, and such home shall not be occupied until such private driveway [illegible]

[illegible] shall be used for the open-air storage of a boat, boat trailer, house trailer, or similar contrivance.

[illegible] National Bank and Trust Company, by Lyman S. Wolfla, Trust Officer, and Jameson Woollen, Asst. Cashier, have hereunto caused its and their names to be [illegible]

AMERICAN FLETCHER NATIONAL BANK AND TRUST COMPANY, TRUSTEE

[illegible] Wolfla, Trust Officer

[illegible] Jameson Woollen, Asst. Cashier

DULY ENTERED
FOR TAXATION
APR 25 1963
COUNTY AUDITOR

STATE OF INDIANA)
) SS
COUNTY OF MARION)

[illegible] before me, the undersigned, a Notary Public in and for said County and State, [illegible] National Bank and Trust Company, [illegible] acknowledged the execution of the foregoing [illegible] for the uses and purposes therein expressed.

Notary Public

[illegible] Expires: [illegible]

[illegible] prepared by Paul I. Cripe, Inc., [illegible]

STATE OF INDIANA)
) SS
COUNTY OF MARION)

The Board of School Commissioners of the City of Indianapolis, [illegible] join in this platting for the purpose of dedicating the [illegible] way for Newbury Road, being a part of the tract to which title was [illegible] Pages 329, 330 and 331, and as indicated on the above plat.

THE BOARD OF SCHOOL COMMISSIONERS OF THE CITY OF INDIANAPOLIS

By [illegible]

[illegible]

APPROVED THIS 25th DAY OF April 1963

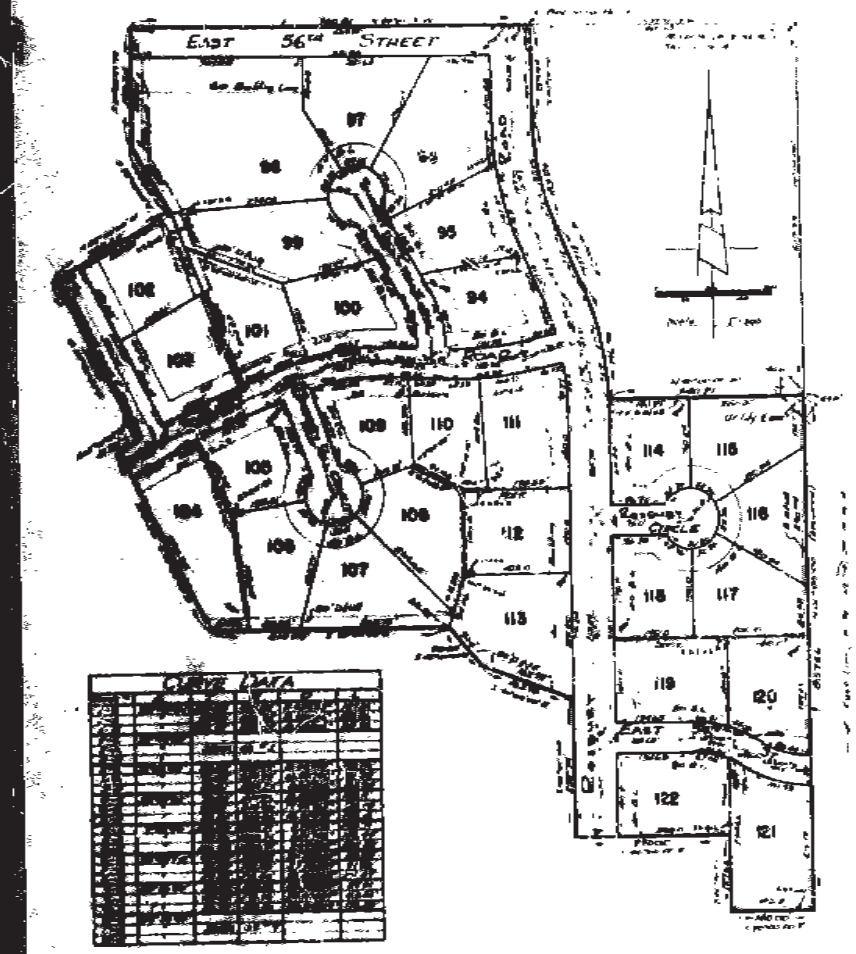
AUDITOR OF MARION COUNTY

STATE OF INDIANA)
) SS
COUNTY OF MARION)

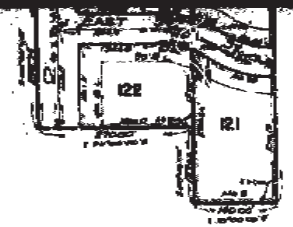
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, The Board of School Commissioners of the City of Indianapolis, by [illegible] Manager and A. B. Ellenberry, Secretary, and acknowledged the execution of the [illegible] going certificate as its and their voluntary act and deed for the uses and purposes therein expressed.

Notary Public

My Commission Expires:



BRENDONRIDGE – THIRD SECTION



BRIDGE – THIRD SECTION

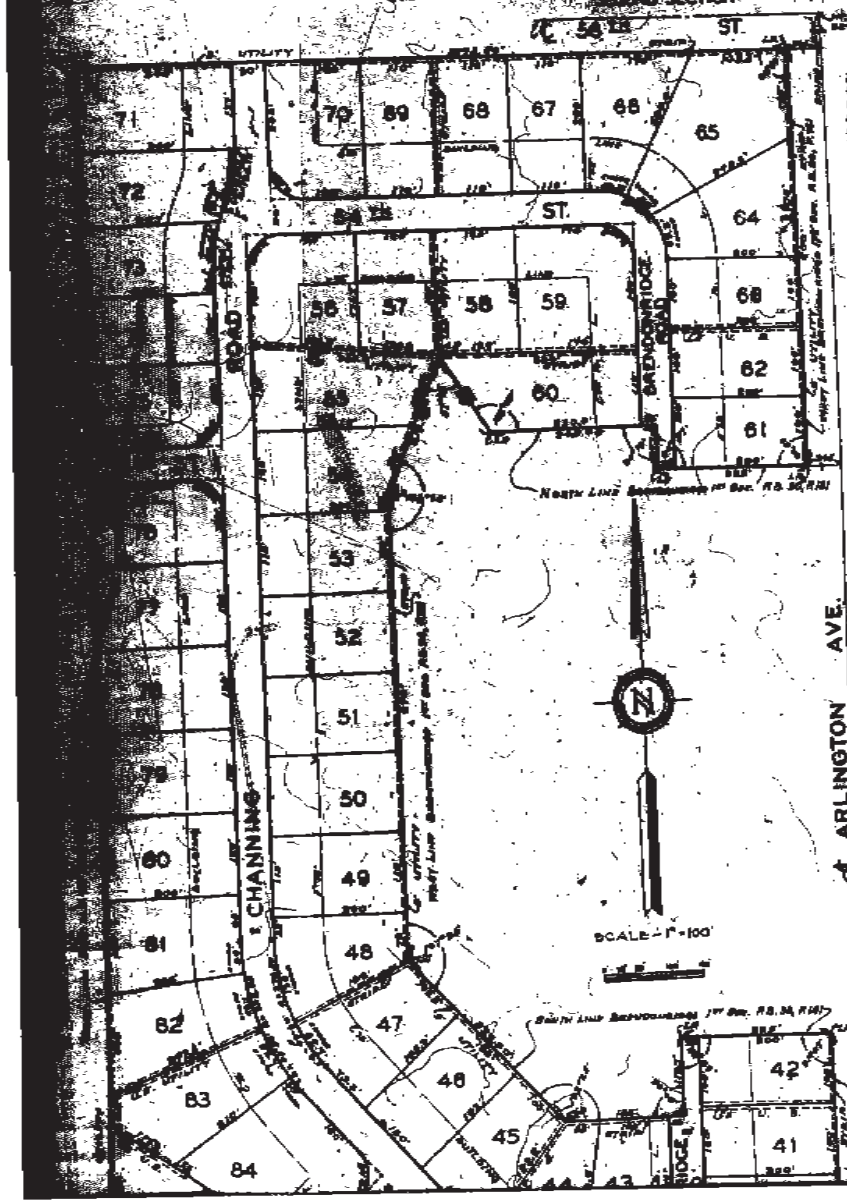
FINAL APPROVAL

POST APPROVED FOR ELECTION

BRENDONRIDGE

SECOND SECTION

VOL - 31 — PAGE 59 (87)



THIS WHEREAS, AMERICAN FEDERAL SAVINGS BANK AND TRUST COMPANY, [illegible] DULY OWNER MAY 31, 1987, OWNERS OF THE LAND, TITLE TO THE ABOVE DESCRIBED REAL ESTATE AS APPEARS RECORDED IN THE RECORDS, DOES HEREBY LAY OUT, PLAT AND SUBDIVIDE THE SAME IN ACCORDANCE WITH THIS PLAT AND CERTIFICATE. THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS BRENDONRIDGE, SECOND SECTION.

THE STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO PUBLIC USE.

THERE ARE STRIPS OF GROUND 5 FEET IN WIDTH AS SHOWN ON THIS PLAT WHICH ARE HEREBY RESERVED FOR USE OF PUBLIC UTILITIES FOR INSTALLATION AND MAINTENANCE OF POLES, WIRES, [illegible] AUTHORITY OF THE PROPER CIVIL OFFICERS AND TO THE [illegible] OWNERS HEREBY. NO PERMANENT OR OTHER STRUCTURES SHALL BE ERECTED ON [illegible] OF SAID STRIPS, BUT SUCH OWNERS SHALL HAVE THEIR TITLES SUBJECT TO THE RIGHTS OF PUBLIC UTILITIES AND TO THE RIGHTS OF OWNERS OF OTHER LOTS IN THIS SUBDIVISION, FOR INGRESS AND EGRESS, TO, ALONG, ACROSS, AND THROUGH THE SEVERAL STRIPS SO RESERVED. FENCES MAY BE ERECTED ON SAID STRIPS.

ALL LOTS IN THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS RESIDENTIAL LOTS. NO STRUCTURE SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE SINGLE FAMILY DWELLING, NOT TO EXCEED 2½ STORIES IN HEIGHT, HAVING A GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE STORY OPEN PORCHES AND GARAGES, OF NOT LESS THAN 1000 SQUARE FEET IN THE CASE OF 1½, 2 OR 2½ STORY STRUCTURES, EXCLUSIVE OF ONE STORY OPEN PORCHES, GARAGES AND BASEMENTS, BUILT UPON THE SAME LOT, AND NOT LESS THAN 1000 SQUARE FEET IN THE CASE OF 1½, 2 OR 2½ STORY STRUCTURES, EXCLUSIVE OF ONE STORY OPEN PORCHES, GARAGES AND BASEMENTS, BUILT UPON ANY ONE LOT, IN ALL CASES. NO DWELLING SHALL BE BUILT UPON ANY ONE OR MORE LOTS IN THIS SUBDIVISION HAVING LESS THAN A 2 CAR GARAGE ATTACHED, AND THERE SHALL BE NO OPEN CAR PORT ALLOWED.

THERE SHALL BE PROVIDED A SIDE YARD LESS ON EACH SIDE OF THE DWELLING SHALL BE WIDER TO 15% OF THE WIDTH OF THE LOT, MEASURED AT THE BUILDING LINE, OR 20 FEET, WHICHEVER IS THE GREATER. NO BUILDING STRUCTURE OR IMPROVEMENT PERMITTED EXCEPT FENCES SHALL BE LOCATED NEARER TO THE FRONT LOT LINE THAN THE BUILDING LINE SHOWN UPON THIS PLAT. EXCEPT BY THE CITY AUTHORITIES. CORNER LOTS, ALL BUILDINGS AND OTHER STRUCTURES SHALL APPLY TO THE SIDE LINES OF THE LOT, THIS RESTRICTION SHALL APPLY TO THE SIDE LINES OF THE EXTERIOR BOUNDARIES OF THE SUBDIVISION LOTS.

NO MOBILE DWELLING, BOARDING HOUSE, MERCANTILE DWELLING, FACTORY BUILDING OR BUILDING OF ANY KIND FOR COMMERCIAL USE SHALL BE ERECTED OR MAINTAINED ON ANY LOT IN THIS SUBDIVISION.

NO TRAILERS, TENTS OR SHACKS OF A PERMANENT OR TEMPORARY NATURE SHALL BE ERECTED OR MAINTAINED ON ANY LOT HEREIN, EXCEPT DURING THE PERIOD OF CONSTRUCTION OF A DWELLING STRUCTURE AND FOR THE USE BY THE BUILDER FOR HIS MATERIAL AND TOOLS.

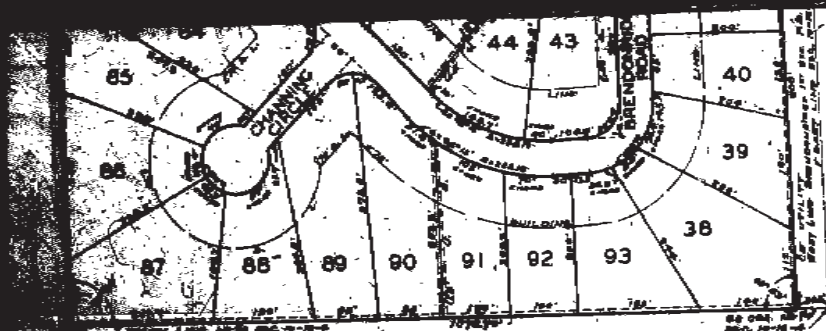
NO FARM ANIMALS, POULTRY HOUSES OR POPS SHALL BE MAINTAINED ON ANY LOT OR LOTS IN THIS SUBDIVISION AND NO STOCK OR DOMESTIC ANIMALS FOR COMMERCIAL PURPOSES KEPT THEREON. THE USE OF ADJACENT AND/OR LAND IN THIS SUBDIVISION FOR RURAL FARM IS HEREBY PROHIBITED.

BUILDING LINES AS SHOWN ON THIS PLAT, IN FEET BACK FROM THE STREET PROPERTY [illegible] ARE HEREBY ESTABLISHED BETWEEN WHICH LINES AND THE STREET PROPERTY LINES THERE SHALL BE ERECTED OR MAINTAINED NO STRUCTURE OF ANY KIND OR PART THEREOF OTHER THAN A ONE STORY OPEN PORCH.

NO FENCE SHALL BE ERECTED ON OR ALONG ANY LOT LINE NOR ON ANY LOT, THE PURPOSE OF WHICH WILL BE TO OBSTRUCT REASONABLE VISION, LIGHT AND AIR, AND ALL FENCES SHALL BE KEPT IN GOOD REPAIR AND ERECTED REASONABLY SO AS TO ENHANCE THE PROPERTY AND DECORATE THE SAME WITHOUT REASONABLY OBSTRUCTION TO ANY OTHER PROPERTY. NO FENCE SHALL BE ERECTED BETWEEN THE FRONT PROPERTY LINES AND THE BUILDING SET BACK LINE OTHER THAN A FENCE OF A DECORATIVE NATURE AND NOT EXCEEDING THREE FEET, SIX INCHES IN HEIGHT.

NO PRIVATE OR SEMI-PRIVATE WATER SUPPLY AND/OR SEWAGE DISPOSAL SYSTEM MAY BE LOCATED UPON OR ADJACENT TO ANY LOT OR LOTS IN THIS SUBDIVISION THAT IS NOT IN COMPLIANCE WITH REGULATIONS OR PROCEDURE AS PROVIDED BY THE INDIANA STATE BOARD OF HEALTH, OR OTHER CIVIL AUTHORITY HAVING JURISDICTION. NO SEPTIC TANK OR ABSORPTION FIELD SHALL BE LOCATED OR CONSTRUCTED EXCEPT AS APPROVED BY SAID HEALTH

02/05/2014 05:54 FAX 3178164467 FIRST-AMERICAN-TITLE 009/012



DULY ENTERED FOR TAXATION

JUL 9 1957

COUNTY AUDITOR

No. 5907

APPROVED THIS 1st DAY OF July 1957

MARION COUNTY

DRAFTSMAN

NOTICE WAS GIVEN JUNE 1957

JULY 1958

APPROVED THIS 22nd DAY OF July 1957

SECRETARY

WITNESS OUR SIGNATURES AND CORPORATE SEAL THIS 23rd DAY OF July 1957.

AMERICAN FLETCHER NATIONAL BANK AND TRUST COMPANY
TRUSTEE UNDER DEED DATED MAY 29, 1957.

BY: H. F. Ivy
TRUST OFFICER

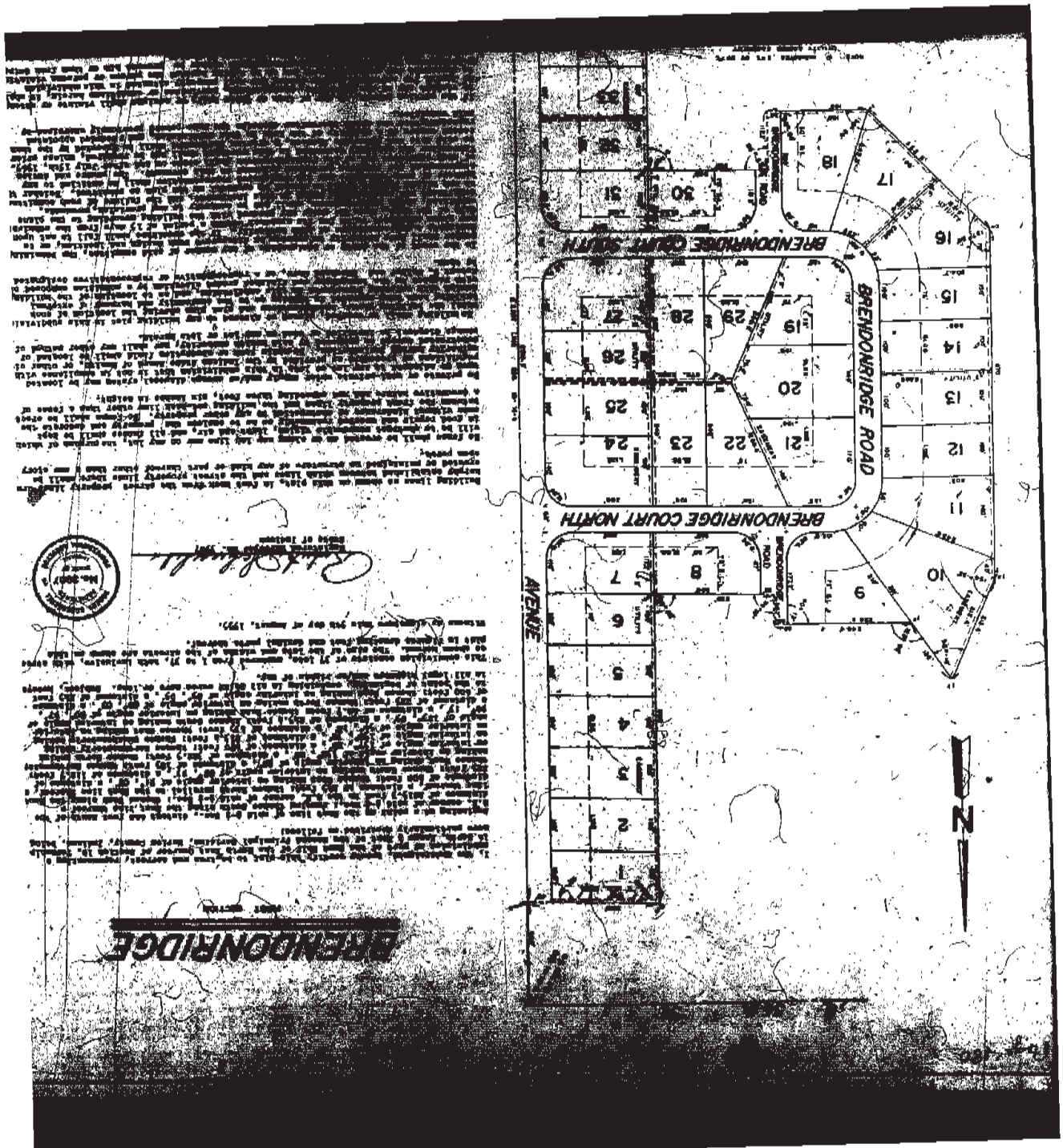
ATTEST: Kenneth Jackson
ASSISTANT SECRETARY

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED AMERICAN FLETCHER NATIONAL BANK AND TRUST COMPANY, TRUSTEE, BY H. F. Ivy AND Kenneth Jackson JR. ITS TRUST OFFICER AND ASSISTANT SECRETARY RESPECTIVELY, WHO AS SUCH OFFICERS AND FOR AND IN BEHALF OF SUCH CORPORATION ACKNOWLEDGED THE EXECUTION OF THE ABOVE AND FOREGOING DEED TO BE ITS FREE AND VOLUNTARY CORPORATE ACT AND DEED AS SUCH TRUSTEE.

WITNESS MY HAND AND NOTARIAL SEAL THIS 23rd DAY OF July 1957.

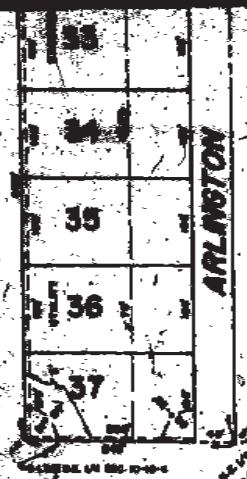
Mary L. Vurnell
Mary Butler

MY COMMISSION EXPIRES: 1-1-55


BRENDONRIDGE
BRENDONRIDGE COURT NORTH
BRENDONRIDGE ROAD
BRENDONRIDGE COURT SOUTH
AVENUE
N

02/05/2014 05:55 FAX 3178184487 FIRST-AMERICAN-TITLE 011/012

NOTE: IF MARGATE ST. IS NOT A UTILITY EASEMENT



Fletcher National Bank and Trust Company, Trustee under designated [illegible] of the legal title to the above described real estate and acting within [illegible] lay off, plat and subdivide the same in accordance with this plat. [illegible] subdivision shall be known and designated as [illegible], FIRST SECTION.

[illegible] this plat not heretofore dedicated are hereby dedicated to public use.

[illegible] feet in width as shown on this plat [illegible] hereby reserved for [illegible] installation and maintenance of poles, wires, conduits, drains [illegible] to the authority of the proper [illegible] easement or other structure shall be [illegible] shall take their title subject to the [illegible] of other lots in this subdivision, [illegible] lateral strips so reserved. Running any [illegible]

[illegible] shall be known and designated as re[illegible] No structure [illegible] permitted to remain on any [illegible] single [illegible] in height, having a [illegible] of not less than [illegible] feet, in the case [illegible] a story structure, nor less than [illegible] feet in the case [illegible] exclusive of open porches, [illegible] and garages in all cases. [illegible] and between lots in this subdivision [illegible] than a 5 foot [illegible] side yard and parts allowed.

[illegible] building line on each side of the [illegible] street in width to 15' [illegible] feet from the outside line, or 30 feet [illegible] the center line. [illegible] shall be placed within only side [illegible] such building line shall [illegible] shall supply to the [illegible]

[illegible] building, apartment building, factory [illegible] shall be erected or maintained on any lot [illegible]

[illegible] of a permanent or temporary nature [illegible] or structure, [illegible] during the period of construction of a [illegible] structure and for the [illegible] for the material and tools.

[illegible] trailer house or tent shall be permitted on any lot or lots in this subdivision [illegible] for commercial purposes kept thereon. The use of streets and/or [illegible] subdivision for bridal paths is hereby prohibited.

If the parties hereto, or any of them or their heirs or assigns, shall violate any of the covenants, restrictions, provisions or conditions herein, it shall be lawful for any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 15th, 1975, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots in this subdivision, it is agreed to change said covenants in whole or in part.

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS our signatures and corporate seal this 12th day of [illegible]

AMERICAN FLETCHER NATIONAL BANK AND TRUST COMPANY
TRUSTEE UNDER AND BANK [illegible]

By [illegible]
Trust Officer

Attested by:

[illegible]
Assistant Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared [illegible] Fletcher National Bank and Trust Company, Trustee, by [illegible] its Trust Officer and [illegible] Secretary, who as such Officers and for and in behalf of said corporation acknowledged the execution of the above and foregoing deed to be its free and voluntary corporate act and deed as said Trustee.

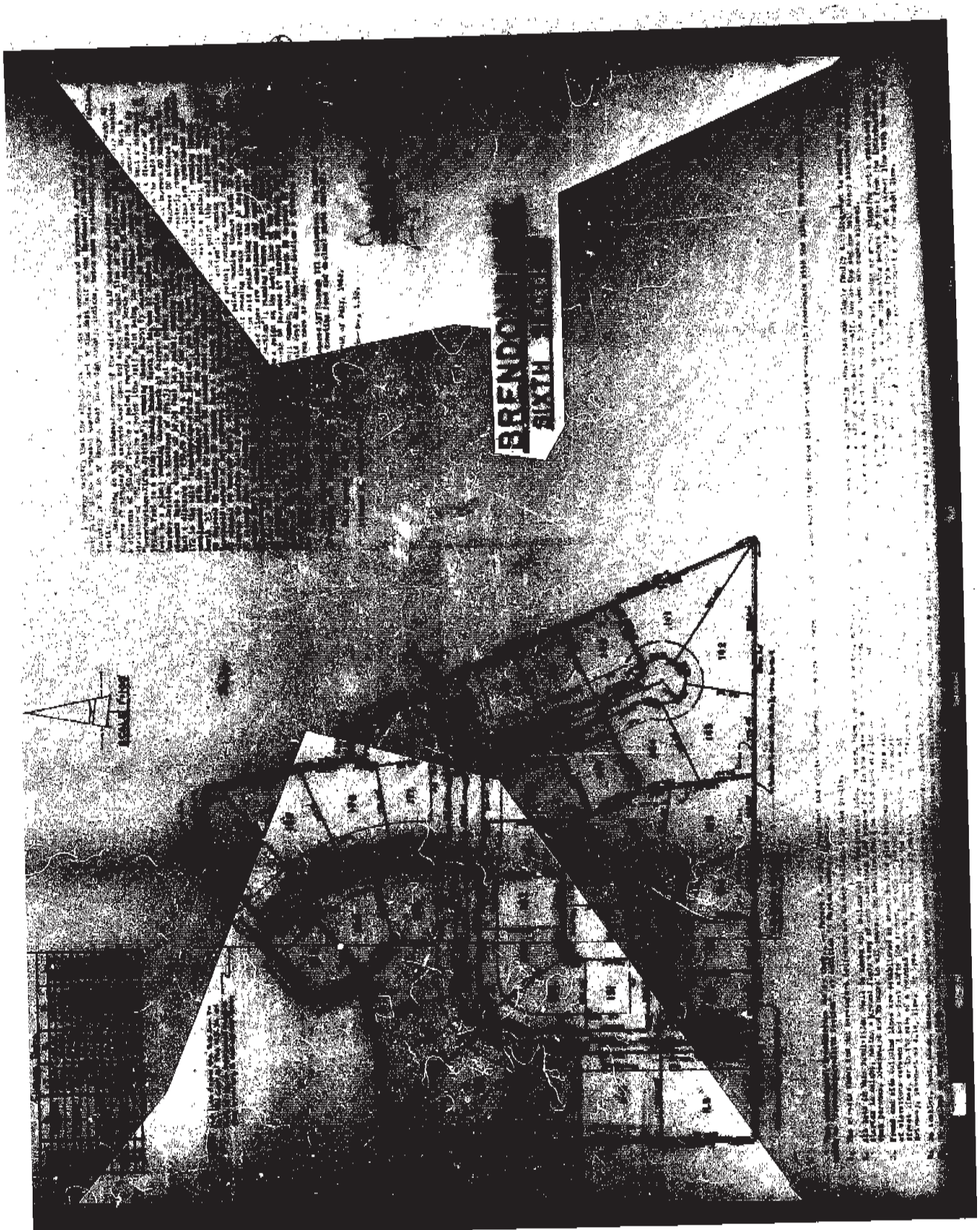
WITNESS my hand and Notarial Seal this 12th day of [illegible], 19[illegible]

[illegible]
William F. Nathan, Notary Public

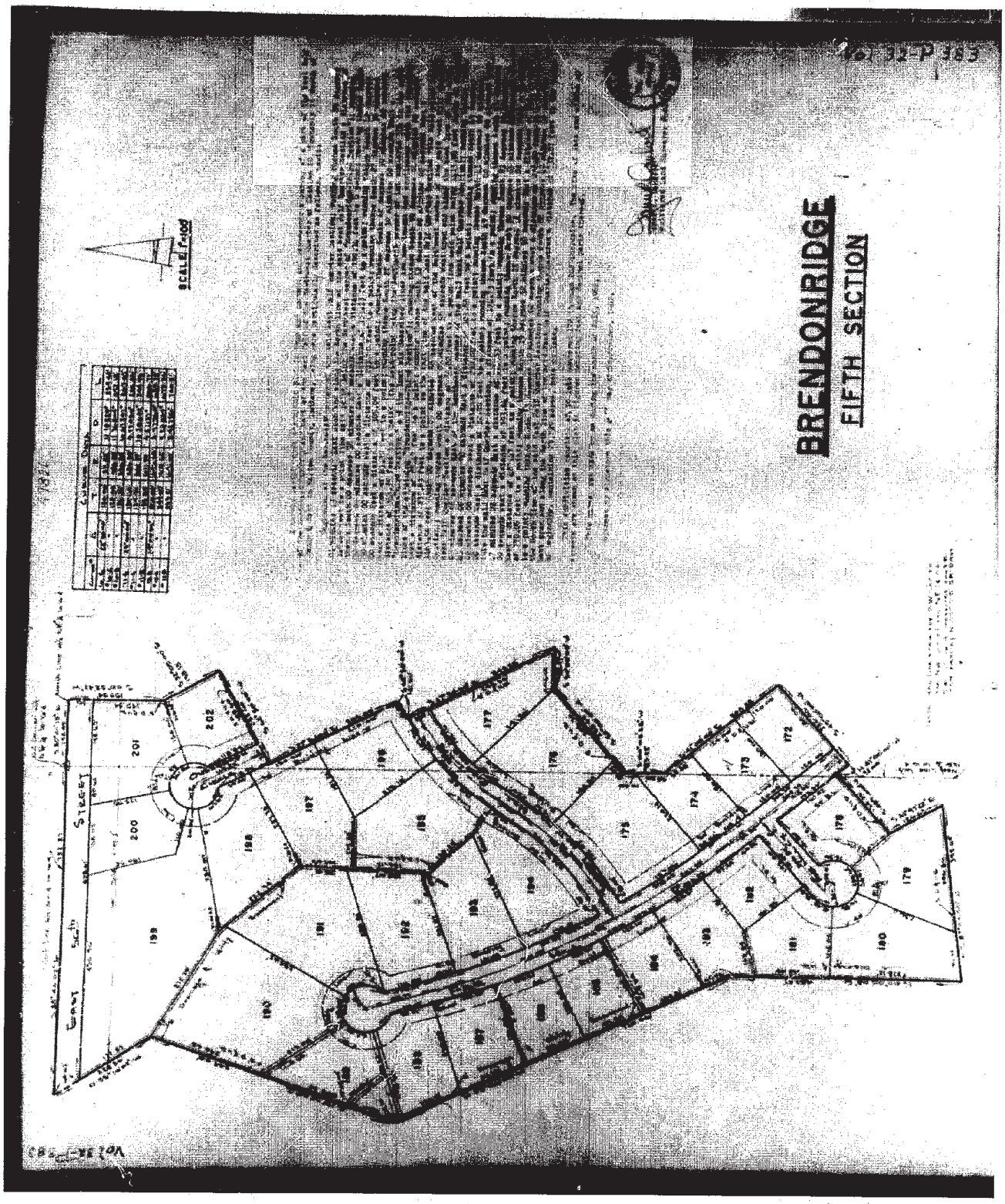
My commission Expires:
April 13, 1959

APPROVED THIS 12th
DAY OF [illegible] 19[illegible]
[illegible] M.D.
[illegible] Engineer

APPROVED THIS 8th
DAY OF September 19 65
COUNTY PLAN COMMISSION
COUNTY OF MARION
[illegible] President
[illegible] Secretary

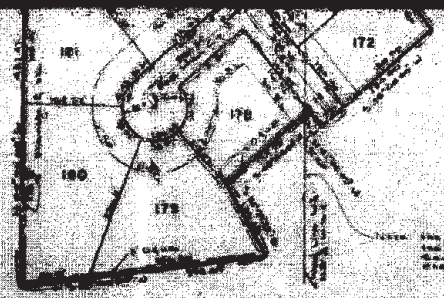

BRENDON
SIXTH

Maureen


Vol. 32 P 385
BRENDONRIDGE
FIFTH SECTION
SCALE 1"=100'
STREET
EAST
SOUTH
201
202
200
193
194
195
196
197
198
199
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
172
173
174
175
176

BRENDONRIDGE

FIFTH SECTION



FINAL APPROVAL

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

AFFIDAVIT

The undersigned being first duly sworn and upon my oath state:

1. That I am the President of Brendonridge Resident's Association, Inc., an Indiana Not-for-Profit corporation which represents the property owners of Brendonridge, a Subdivision within the City of Indianapolis, State of Indiana.

2. That the six sections of Brendonridge were platted and said plats were recorded with the Marion County, Indiana, Recorder.

3. That pursuant to the plats recorded to create Brendonridge the owners of the various lots in Brendonridge were permitted, by majority vote, to amend said Covenants effective July, 1985 and again effective July, 1995.

4. That a vote was taken to be effective July 1, 1995 and, by a majority vote of the lot owners of Brendonridge the Covenants were amended and said covenants were amended as stated in the Amended Declaration of Covenants, Conditions and Restrictions of Brendonridge attached hereto.

5. That said action was taken by a majority vote of the record landowners and copies of the written ballots are attached to said Amended Declaration of Covenants, Conditions and Restrictions of Brendonridge.

AND FURTHER AFFIANT SAYETH NOT.

Keith Locke
Keith Locke, President
Brendonridge Residents Association, Inc.

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Keith Locke and acknowledged the execution of the foregoing instrument this 22 day of December, 1995.

Marie A Wood
Notary Public
Printed Name: MARIE A WOOD
A Resident of Marion County

My Commission Expires:

10-14-97

This document prepared by Steven R. Hall, Attorney at Law.

01/19/96 04:07PM JOAN N. ROMERIL MARION CTY RECORDER CJP 9.00 PAGES: 1

Inst # 1996-0007700

X-ref P9 10

(10)

AMENDED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF BRENDONRIDGE

This amendment to Declarations of Covenants, Conditions and Restrictions, is made this 1st day of July, 1995 by the majority of the owners of record of the real estate know as Brendonridge, an addition to the City of Indianapolis, State of Indiana, (hereinafter referred to as "Declarant").

WHEREAS, Declarants are the owners of lots in the subdivision known as Brendonridge in the City of Indianapolis described as follows:

WHEREAS, under the terms of the original restrictive covenants filed by the original developers of Brendonridge, Robert E. Walker and Burchard Carr; the present owners of the lots in Brendonridge, by action of a majority of such property owners, are permitted to extend and amend the said Restrictive Covenants, such owners, as identified herein below, hereby declare this to be the amended Declaration of Covenants, Conditions and Restrictions of Brendonridge.

NOW, THEREFORE, Declarants hereby declare that hereinafter all of the platted lots within Brendonridge shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following restrictions and covenants. All the restrictions and covenants are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the neighborhood as a whole as of the Lots therein. All the Restrictions and Covenants shall run with the land and be binding upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions and Covenants, and shall insure to the benefit of the various property owners ot Lots within Brendonridge and their successors in title to any real estate in Brendonridge.

ARTICLE I
DURATION OF COVENANTS

Section 1.1: Extension of Covenants. The covenants, conditions and restrictions herein shall be in full force and effect until July 1, 2005, at which time such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years unless amended by a majority vote of lot owners.

Section 1.2: Severability. The restrictions and covenants are to run with the land and shall be binding on all parties and persons claiming under them. Invalidation of any

01/19/96 04:07PM JOAN N. ROMERIL MARION CTY RECORDER CJP 78.00 PAGES: 10

Inst # 1996-0007699

restriction or covenant by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE II
USE RESTRICTIONS

Section 2.1: Lot Use and Conveyance. All lots shall be used for single family residential purposes. No lot shall be subdivided to form smaller lots. Each lot shall be conveyed as a separately-designated and legally-described freehold estate subject to the covenant, conditions, and restrictions herein. Each house shall be maintained as a high quality dwelling and not be permitted to deteriorate. No modifications of the outside of the dwelling shall be permitted without prior approval of the Covenants Committee, defined below.

Section 2.2: Architectural Guidelines. The Association has established the following guidelines for construction of new or replacement homes or improvements to existing ones.

2.2.1: Plan Submission to Covenants Committee. The house, and any accessory buildings, landscaping, drives, walks and patios shall be maintained as a high quality residence.

At least seven days before applying for a building permit with the appropriate governmental agency, the property owner shall submit to the President of the Association a copy of the floor plan, elevations, and site plan for any proposed modification or addition to his/her property. As defined in Section 2.2.2 below, the President shall refer the plans to the Covenants Committee for its review prior to issuance of a building permit. The Covenants Committee shall have the authority to approve or disapprove of such plans. Approval shall not be unreasonably withheld, however, the Committee shall assure that the proposed modifications and additions are consistent with the covenants and are compatible with the neighborhood.

Exempt from these notification and committee review requirements are re-roofing and repairs that do not change the appearance of the property.

2.2.2: Covenants Committee. The Brendonridge Residential Association, Inc. is authorized to serve as agent for all property owners in Brendonridge for purpose of establishing a Covenants Committee. The size and composition of the committee and the method by which its membership is determined shall be defined by the Bylaws of the Brendonridge Residential Association, Inc.

2.2.3: Dwelling Size. The ground floor area of the main structure shall exceed 2400 square feet for a one-story dwelling and 1300 square feet for a two-story dwelling. The total finished interior floor space--excluding patios, porches, basement, and garage--of a two-story dwelling shall exceed 2600 square feet.

2.2.3: Garages. All dwellings shall have at least two-car attached garages. Garage doors must be stained or painted to match the dwelling. Garage windows in the front wall of the dwelling must have appropriate window coverings such as drapes or blinds.

2.2.4: Driveways. All driveways must be constructed from asphalt, concrete or brick. Driveways, driveway extensions, or turnarounds may not be paved with gravel.

2.2.5: Roofs. The main portions of a dwelling may not be covered by a flat or nearly flat roof. A dwelling must be roofed with shingles of a uniform color or a uniform blend of colors.

2.2.6: Sidewalks. Each dwelling shall have a continuous concrete or brick sidewalk from the driveway to the front porch.

2.2.7: HVAC Equipment. No heat pumps, air conditioning condensing units, gas meters, or window air conditioners shall be installed on the front of the house.

2.2.8: Storm Doors. Unfinished aluminum storm doors shall not be used on the front of thehouse.

2.2.9: Fireplace Chimneys. All fireplace chimneys shall be enclosed in brick or stone. Unenclosed metallic chimneys shall not be used regardless of their compliance with fire codes.

2.2.10: Swimming Pools. With the exception of seasonal children's pools under 24" in height that are removed yearly, only permanent in-ground swimming pools may be installed. Required fencing surrounding the pool shall be of harmonious design.

2.2.11: Outdoor Play Equipment. Children's outdoor play equipment such as swing sets, slides, playhouses, and tents shall be kept in good repair, including painting, by the homeowner. Playground equiment shall not be placed in the front yard of a Brendonridge lot and shall not exceed sixteen feet in height.

Architectural features of a Brendonridge lot which are non-conforming at the time of the 1995 ratification of these restrictive covenants shall be exempt from the provisions of this section provided that they conform to the covenants in force prior to 1995 ratification. This exemption shall expire should the non-conforming architectural feature be voluntarily removed by the lot owner or destroyed by fire or an act of God.

Section 2.3: Home Occupations. Brendonridge lots are to be used for single-family residences. However, a home occupation may be permitted if it complies with zoning regulations *and*:

2.3.1: the home occupation is conducted entirely within the residence and participated in solely by a member of the immediate family residing in the residence. The home occupation may not employ persons for work within the residence who do not reside in the residence

2.3.2: the home occupation is secondary and incidental to the use of the property as a residence and does not change the character of the residence

2.3.3: there is no exterior signage or display that suggests the dwelling is used for anything other than a residence

2.3.4: no physical commodity is to be sold on the premises except that telephone or mail order sales are permitted

2.3.5: there is no storage of inventory, tools, or equipment outside the dwelling or garage.

2.3.6: the home occupation usage consists solely of an office for a resident of the home

2.3.7: is not one of the following prohibited occupations:

--barber shop, beauty parlor, or styling salon
--tanning salon
--tea room or fortune-telling parlor
--any form of animal care or grooming
--sale or storage of firewood
--maintenance or sale of vehicles or boats

2.3.8: if the occupation is child care it shall be limited to three children

2.3.9: if the occupation is care of the elderly it shall be limited to three clients

To the extent that requirements of this section relating to home occupations section are more restrictive than state, county, or city regulations regarding home occupations, this section shall prevail.

Section 2.4: Fences. With the exception of decorative fencing defined in Section 2.5 below, fencing must not extend further forward than the rear foundation of the dwelling and be less than 72 inches at its highest point.

Chain link perimeter fencing of yards is discouraged. Chain link fencing may be employed if it is less than 48" high and covered with black or green vinyl. Uncoated or ungalvanized metal mesh similar to that used for animal fencing is not permitted. Vinyl slats are not permitted in chain link fences.

Section 2.5: Decorative Fences. Only decorative fencing shorter than 24 inches in height is permitted forward of the rear foundation line. Decorative fencing may not be chain link or constructed of metal mesh.

ARTICLE III
GENERAL PROHIBITIONS

Section 3.1: Nuisance Activities. No noxious or offensive activity shall be carried out on any lot in Brendonridge, nor shall anything be an unreasonable annoyance or nuisance to any other Brendonridge resident or property owner.

Section 3.2: Stored Vehicles. Except as exempted in Section 3.3 below, no automobile, truck, camper, truck camper, trailer, recreational vehicle, or boat shall be kept on a Brendonridge lot unless it is contained in an enclosed garage as defined in Section 2.2.3 above.

Section 3.3: Auto and Small Truck Exclusion. Automobiles and trucks under 7000 lbs. gross weight are excluded from the garaging requirements of Section 3.2 above if all of the following requirements are continuously met:

--the vehicle is moved weekly
--the vehicle is drivable and not missing parts
--the vehicle is continuously-equipped with a current license plate registered to that vehicle

Section 3.4: Parking Vehicles in Yard. No vehicle (even those meeting the requirements of Section 3.3) may be parked in a Bredonridge yard, regardless of whether the yard is fenced.

Section 3.5: On-Street Parking of Vehicles. On-street overnight parking of any vehicle is prohibited on streets within Brendonridge.

Section 3.6: Large Antennas. No satellite dish greater than 36 inches in diameter may be kept on a Brendonridge lot. Satellite dishes and all other antennas must be mounted no further forward than the front foundation line of the dwelling.

Section 3.7: Garbage and Refuse. Except for bagged leaves awaiting collection at curbside or yard vegetation composting in a backyard pile, rubbish, garbage, or other waste shall be kept in sanitary containers (including plastic trash bags) out of public view except on collection day. Building materials shall not be stored outside, even if supported above the ground.

Section 3.8: Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other pets generally recognized as household pets may be kept, provided that:

--they are not kept, bred, or maintained for commercial purposes
--they are confined to the lot so as not to be a nuisance
--there are no exterior runs or detention areas
--they are leashed when walked in the neighborhood
--their droppings are attended immediately by the owner

Section 3.9: Fuel Storage Tanks. Above-ground fuel storage tanks are not permitted, except for 20 lb. propane containers attached to portable gas grills.

Section 3.10: Outbuildings. Any outbuilding constructed on a lot shall be of harmonious design. The outbuilding shall not be:

3.10.1: constructed of metal
3.10.2 greater than 120 square feet in floor area
3.10.3: taller than ten feet at its highest point
3.10.4: positioned forward of the rear foundation of the dwelling
3.10.5: used as a temporary or permanent residence

Section 3.11: Signs. With the exception of neighborhood entry signage maintained by the Association at various entries to Brendonridge, no sign shall be displayed to public view on any lot or on any dwelling unless:

3.11.1: related to the sale of the dwelling
3.11.2: associated with a pending election
3.11.3: announcing a birthday or anniversary
3.11.4: acknowledging a contractor's participation in the improvement of the dwelling

Signs permitted by the enumerated exclusions must be temporary, mounted on the ground, and be less than 6 square feet in area. With the exception of real estate open-house signs, only one sign shall be allowed per house at any time.

Section 3.12: Lingering Exterior Construction. Unless a delay is caused by a strike, court injunction, or act of God, construction on the exterior of a dwelling shall be completed within one year of the commencement of the building process. No dwelling which is totally or partially destroyed by fire or wind can remain in such condition more than three months

ARTICLE IV
MAINTENANCE OF LOTS
RIGHTS OF ENFORCEMENT

Section 4.1: Obligation of Maintenance. A Brendonridge lot owner has an obligation to maintain his/her property and prevent it from becoming an eyesore:

--Mow the lot to prevent unsightly growth of grass or weeds
--Remove all debris and rubbish
--Cut down and remove dead trees and stumps
--Clear debris from water drains
--Paint the dwelling
--Maintain the gutters and downspouts

Section 4.2: Enforcement Rights by Association. In the event of violation of the Covenants by a lot owner, the Association shall have the right to enforce the covenants and pursue any and all remedies, at law or in equity, applicable under Indiana law without proving actual damages. The Association shall have the right to secure injunctive relief against the lot owner and secure, by due process, the repair or removal of the offending dwelling or forced clean-up of an unsightly lot. The Association shall have the right to recover its reasonable costs and expenses, including attorney's fees, associated with the aforementioned action.

AMENDED BYLAW CHANGES

Article IIIa. BRA Membership. The present wording of the Bylaws permits residents of the Roxbury Arms condominiums to be members. That group has its own tenants association and historically has not been involved in Brendonridge governance.

FORMER: "All single family residents of Brendonridge Sections 1,2,3,4,5, and 6 that make up the Brendonridge Subdivision and the residents of the Roxbury Terrace Condominiums...may apply for membership in this corporation."

AMENDED: "Every lot owner in Brendonridge Subdivision shall be a member of the Brendonridge Residential Association."

Article IIIc. New Amendment Defining Voting Rights of Multiple-Owner Lots.

AMENDED: "Members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot all such persons shall be members of the Association. The single vote allocated to that lot shall be exercised as the multiple owners among themselves determine. In no event shall more than one vote be cast with respect to any lot."

Article IX Section 4. New Amendment Defining Quorum for Membership Meetings.

AMENDED: "Members holding ten percent of the votes that may be cast at any membership meeting shall constitute a quorum at such meeting. However, a meeting with sub-quorum attendance may be adjourned by a majority vote of those present.

Article VIII Section 1g. New Covenants Committee.

AMENDED: "Covenants. This committee was mandated by amendments to Brendonridge covenants in 1995. It shall review proposed building permits in Brendonridge. In addition, the committee shall monitor compliance with Brendonridge covenants and make recommendations to the Board of Directors regarding enforcement of the covenants.

The Covenants Committee shall be appointed annually by the President of the Association after the Annual meeting. The committee shall consist of at least three, but not more than six, homeowners including a chairperson chosen by committee members."

Adopted by a majority of lot owners on July 1, 1995.

Keith Locke, President
Brendonridge Residents Association, Inc.

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Keith Locke, President of Brendonridge Residents Association, Inc. and acknowledged the execution of the foregoing instrument this 27 day of Dec, 1995.

Notary Public
Printed Name: Shawna J McCarthy
A Resident of Marion County

My Commission Expires:

1/8/96

LEGAL DESCRIPTION

Lots 1 through 37 in Brendonridge Section 1, an addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 30, Pages 180 and 181 in the Office of the Recorder of Marion County, Indiana.

Lots 38 through 93 in Brendonridge Section 2, an addition to the City of Indianapolis, as per plat thereof in Plat Book 31, Pages 59 and 60 in the Office of the Recorder of Marion County, Indiana.

Lots 94 through 122 in Brendonridge Section 3, an addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 32, Page 291 in the Office of the Recorder of Marion County, Indiana.

Lots 123 through 136 in Brendonridge Section 4, an addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 32, Page 321 in the Office of the Recorder of Marion County, Indiana.

Lots 172 through 202 in Brendonridge Section 5, an addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 32, Page 383 in the Office of the Recorder of Marion County, Indiana.

Lots 137 through 171 in Brendonridge Section 6, an addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 32, Page 407 in the Office of the Recorder of Marion County, Indiana.