

The undersigned, L. D. G., INC., an Indiana corporation, owner of the real estate described in the plat of BRUNSON ACRES SECTION VII does hereby lay off, plat and subdivide the same in accordance with the plat and description. BRUNSON ACRES SECTION VII consists of 126 lots numbered 245 through 369 inclusive. The following restrictions, limitations and covenants are hereby imposed upon and shall run with the land contained in such plat.

1. The foregoing plat shall be known and designated as BRUNSON ACRES SECTION VII.
2. All numbered lots (Lots) in this subdivision are reserved for residential purposes only.
3. There are front and rear building lines as shown on the plat and no structure or part thereof shall be erected or maintained between such building lines and the property lines of the lot. The minimum side yards of any lot would be an aggregate of 17 feet; provided, however, no side yard shall be less than 7 feet. The minimum width of Lots at the setback line shall be 75 feet.
4. No lot shall hereafter be subdivided into parcels for additional residential purposes.
5. No trailer, tent, garage or other out building erected in the subdivision shall be used as a residence, temporarily or permanently, nor shall any building of a temporary character be erected.
6. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
7. No trailer, shack, shed, tent or temporary building shall be used for a temporary or permanent residence on any lot in this addition and any garage, tool shed or detached storage building erected or used accessory to a residence in this addition shall be of a permanent type construction and conform to the general architecture and appearance of such residence.
8. Not more than one building shall be erected or used for residential purposes on any lot in this addition.
9. No fence, wall hedge or shrub planting which obstructs site lines at elevations between 2' or 6' above the street shall be placed or permitted to remain within the triangular area formed by the street, property lines and a line connecting points 25 feet from the intersection of said street lines. The same site line limitation shall apply to any lot within 10 feet from the intersection of the street line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of site lines.
10. No animals, livestock or poultry shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

11. All residences constructed on the Lots in Brunson Acres Section VII shall have an area of 1,325 square feet exclusive of open porches, basements and attached garages with at least 60% of the residences constructed in Brunson Acres Section VII to have at least 1,440 square feet exclusive of open porches, basements and attached garages.
12. All driveways in the subdivision shall be paved with either asphalt or concrete.
13. There are strips of ground as shown on the plat marked drainage and/or utility easements which are reserved as easements for the use of the municipality in which this addition is located and public utility companies for the installation, maintenance, use, repair and removal of sewers, water mains, gas mains, utility poles, wires and other facilities and utilities necessary or incident to the common welfare and the use and occupancy of residential purposes of the houses to be erected in this addition. No buildings or other structure except walks or driveways shall be erected or maintained upon, over, under or across any such utility strip for any use except as set forth herein and owners in this addition shall take title to the land contained in such utility strips subject to the perpetual easements hereby reserved.
14. Streets as designated on the plat if not heretofore dedicated are hereby dedicated to the public.
15. No lot in the subdivision shall be less than 11,250 square feet.
16. Lots 323 through 348 inclusive in Brunson Acres Section VII (hereinafter called "Lake Lots") abut or are a part of a body of water designated on the plat as drainage retention and utility easement (hereinafter called "Lake VII"). Such lake serves as a retention pond or drainage outlet for the subdivision. The owners of the Lake Lots shall have the right to use Lake VII for fishing; provided, however, no owner shall have a right to enter into the water to fish or for any other purpose. Swimming in Lake VII is prohibited.
17. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance, 58-AO-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.
18. The within covenants, limitations and restrictions shall run with the land and shall be binding on all parties and persons claiming under them. Such provisions shall be in full force and effect until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of the majority of the then owners of the lots it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, L.D.G., INC. has executed the  
Restrictions this 30th day of SEPTEMBER, 1987

L.D.G., INC.

By: Robert M. [Signature]

its president

STATE OF INDIANA )  
COUNTY OF MARION ) SS:

Before me, a Notary Public in and for said County of Marion, State, personally appeared R. N. Thompson, by me known to be the President, respectively, of L.D.G., Inc., and acknowledged the execution of the foregoing "plat Res on behalf of said corporation.

WITNESS my hand and Notarial Seal this 30th day of SEPTEMBER, 1987.

Judy K. Sealey  
Notary Public

My Commission Expires:

APRIL 6, 1990 JUDY K. SEALEY  
(Printed Signature)

My County of Residence:

MARION

This instrument was prepared by Raymond Good, Attorney at Law, Schnorr, Good & Olvey, 144 North Delaware Street, Indianapolis, Indiana 46204.

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Brunson Acres  
Sec. VIII

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DEPT. OF AGRICULTURE  
WASHINGTON, D.C.

Lawrence  
Township

1919-353-6161  
Evergreen

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880017873  
**Evergreen**  
Planners, Inc.

239 SOUTH FRANKLIN RD., INDIANAPOLIS, INDIANA 46218  
317/353-6161

**CROSS REFERENCE**  
SURVEYOR'S CORRECTION  
BRUNSON ACRES SECTION VII

<b>APPROVAL OF ENGINEER'S CORRECTION</b>
METROPOLITAN DEVELOPMENT COMMISSION DIVISION OF DEVELOPMENT SERVICES PLAT COMMITTEE
3-1 1988 <i>Paul E. Hester</i>

The purpose of this correction is to change the shown in the heading of the Plat Covenants and sheet 3 of 3 of the Plat of BRUNSON ACRES SECTION VII, as Inst. No. 87-115746, in the Office of the Marion County Recorder from "lots numbered 245 through 369 inclusive" to "lots numbered 246 through 371 inclusive."

I, the undersigned, hereby certify the above description to be true and correct to the best of my knowledge and belief.

WITNESS my hand and Registered Land Surveyor's Seal this 23rd day of February, 1988.



*Arthur L. Kaser*  
Arthur L. Kaser  
Registered Land Surveyor  
88 MAR -1 AM 11:31

STATE OF INDIANA )  
COUNTY OF MARION )

Before me, the undersigned, a Notary Public in and for said state and county, personally appeared Arthur L. Kaser, who acknowledged the execution of the foregoing document to be his free and voluntary act and deed.

WITNESS my hand and Notarial Seal this 23rd day of February, 1988.

*Judy K. Seeley*  
Judy K Seeley, a resident of Marion County, Indiana,  
my commission expires April 6, 1990.

This Instrument prepared by Arthur L. Kaser P.L.S.

**FILED**  
MAR 01 1988  
LAWRENCE TOWNSEND  
ASSESSOR

MARION COUNTY AUDITOR  
1500533  
DUE FEBRUARY 29  
FOR TAXATION

860050451

11/16 OK JWS 5-23-86

STATEMENT "B"

NOTE:

Article VI, Section 3(b) of the rules of the Metropolitan Development Commission requires use of this form in recording commitments made with respect to zoning and approval cases in accordance with I.C. 36-7-4-607

COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE MADE IN CONNECTION WITH A REZONING OF PROPERTY OR PLAN APPROVAL

In accordance with I.C. 36-7-4-607, the owner of the real estate located in Marion County, Indiana, which is described below, makes the following COMMITMENTS concerning the use and development of that parcel of real estate:

Legal Description: See Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Real Estate")

Statement of COMMITMENTS:

1. See Exhibit "B" attached hereto and made a part hereof, consisting of one page for the Statement of Commitments.

2. \_\_\_\_\_

3. \_\_\_\_\_

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5. \_\_\_\_\_

RECEIVED FOR RECORD  
BETH O'LAUGHLIN  
RECORDER - MARION CO.  
MAY 22 1986  
CITY-COUNTY BLDG.

these COMMITMENTS shall be binding on the owner, subsequent owners of the real estate and other persons acquiring an interest therein. These COMMITMENTS may be modified or terminated by a decision of the Metropolitan Development Commission made at a public hearing after public notice has been given.

MAY 22 1986  
CITY-COUNTY BLDG.

MD-171b, 2/83

COMMITMENTS contained in this instrument shall be effective upon:

- (a) the adoption of rezoning petition # 85-2-117 by the City-County Council changing the zoning classification of the real estate from a A-2 zoning classification to a D-2 zoning classification; or
- (b) the adoption of approval petition # \_\_\_\_\_ by the Metropolitan Development Commission; and shall continue in effect for as long as the above-described parcel of real estate remains zoned to the D-2 zoning classification or until such other time as may be specified herein.

These COMMITMENTS may be enforced jointly or severally by:

1. The Metropolitan Development Commission;
2. Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six-hundred-sixty (660) feet from the perimeter of the real estate, and all owners of real estate within the area included in the petition who were not petitioners for the rezoning or approval. Owners of real estate entirely located outside Marion County are not included, however. The identity of owners shall be determined from the records in the offices of the various Township Assessors of Marion County which list the current owners of record. (This paragraph defines the category of persons entitled to receive personal notice of the rezoning or approval under the rules in force at the time the commitment was made); and

3. Castleton East Civic Organization

The undersigned hereby authorizes the Division of Development Services of the Department of Metropolitan Development to record this Commitment in the office of the Recorder of Marion County, Indiana, upon final approval of petition # 85-2-117.

IN WITNESS WHEREOF, owner has executed this instrument this \_\_\_\_\_ day of May 21, 19 86.

Signature Robert J. Hadley (Seal) -- Signature Ruth M. Chamness (Seal)

Printed Robert J. Hadley

Printed Charles A. Chamness

Harriet E. Hadley  
Harriet E. Hadley

Ruth M. Chamness  
Ruth M. Chamness

MD-171b, 2/83

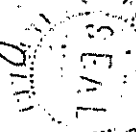
860050451

STATE OF INDIANA )  
COUNTY OF MARION )

SS:

Before me, a Notary Public in and for said County and State, personally appeared Robert J. Hadley and Harriet E. Hadley and Charles A. Chamness and Ruth M. Chamness, owner(s) of the real estate who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 21<sup>st</sup> day of May, 1986.



Signature Sara Jane Sliter  
Printed Sara Jane Sliter  
County of Residence Marion

My Commission expires: 7-30-88 860050451

This instrument was prepared by James W. Beatty



\* LEGAL DESCRIPTION €

Part of the Northeast Quarter of Section 13, Township 17 North, Range 4 East  
in Marion County, Indiana, described as follows:

Beginning at a point 1100.315 feet west of the Northeast corner of said  
Section, to a point, thence west 422.865 feet to a point, thence south 2657.4  
feet to a point, thence east 422.975 feet to a point, thence north 2658.675  
feet to the point of beginning, containing 25.81 acres more or less.

\*This description subject to correction from Legal Description and Survey to  
be made as per terms elsewhere herein setforth.

860050451

EXHIBIT "A" 0

LEGAL DESCRIPTION

Part of the Northeast Quarter of Section 13, Township 17 North, Range 4 East in Marion County, Indiana, described as follows:

Beginning at a point on the north line thereof 667.45 feet west of the north east corner of said section, thence West 422.865 feet, thence south 2658.675 feet to the south line of said quarter section, thence east 422.975 feet to a point 677.5 feet west of the south east corner of said quarter section, thence north 2659.95 to the place of beginning, containing 25.81 acres more or less.

860050451

EXHIBIT "A" (2)

COMMITMENTS IN CONNECTION WITH REZONING  
CASE NO. 85-2-117 and 86-CV-12

1. The streets within the Real Estate as shown on the preliminary plat shall be constructed to comply with applicable Department of Transportation standards so as to permit the acceptance thereof by the Department of Transportation for maintenance purposes. All such streets shall be dedicated to the public.
2. No septic system shall be permitted to be installed on the Real Estate and sanitary sewage disposal shall be accomplished exclusively through a sanitary sewer system designed and constructed in accordance with plans approved by the City of Indianapolis, Department of Public Works.
3. All utility service to the Real Estate shall be extended underground with only such installation above the ground as required in accordance with the normal underground extension thereof. Nothing contained herein shall require removal of above ground utility service installations existing on the Real Estate as of the date of the execution of these Commitments.
4. Storm water will be collected, retained and distributed through the Real Estate by the construction of drainage facilities on the Real Estate which meet or exceed applicable design criteria of the City of Indianapolis, Department of Public Works.
5. No commercial use of the Real Estate shall be permitted except to the extent reasonably required in the sale of single-family homes and a signage for the marketing of such homes.
6. The following developmental standards shall be applicable to and control the improvements and development of all lots within the Real Estate:
  - (a) The minimum width of any lot at the setback line shall be 75 feet;
  - (b) The minimum side yards shall be maintained as to each lot which total an aggregate of 17 feet and no side yard shall be less than 7 feet;
  - (c) The minimum area of any lot shall be 11,250 square feet;
  - (d) The minimum square footage of any single-family residence on and any lot shall be 1325 feet; provided, however, at least 50% of the single-family residences constructed on the lots shall have a minimum square foot area exclusive of open porches, basements and attached garages of 1440 square feet.
7. Invalidation of any one of these Commitments by a judgment or court order shall in no way affect any of the other Commitments and the same shall remain in full force and effect; provided, however, nothing herein shall prevent the amendment, modification or termination of these Commitments pursuant to applicable law.
8. To the extent not already granted, petitioner will grant to the Department of Transportation sufficient right-of-way along 96th Street to provide for a 40 foot right-of-way along the south side of 96th Street.
9. All lots shall be platted for and restricted to single family dwellings only.
10. Density overall shall be limited to 2.6 dwelling units per acre.

EXHIBIT "B"