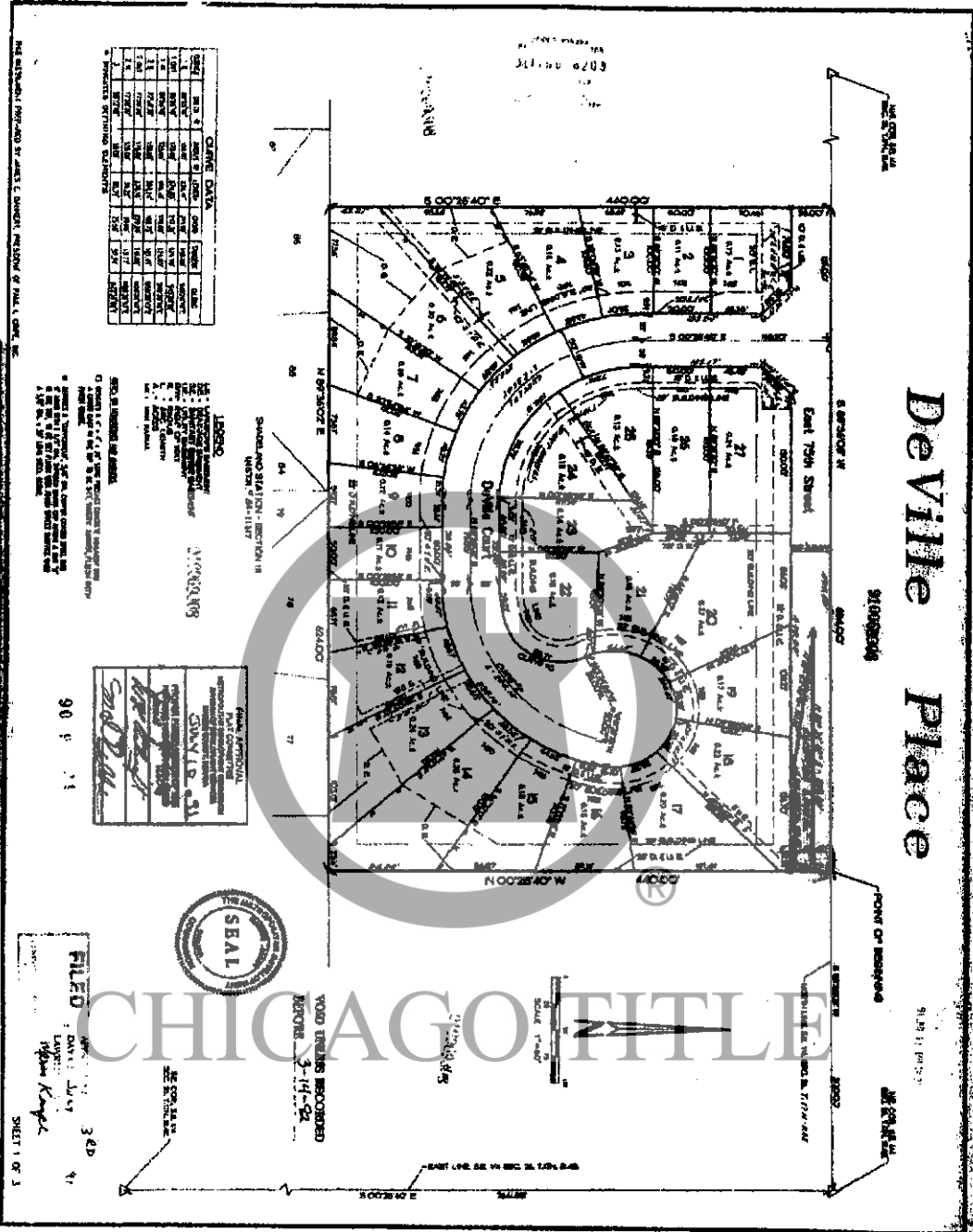


910693016



CHANGING DATA

NO.	DATE	BY	DESCRIPTION
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LABORER

BY: [Signature]

DATE: 1/11/12

SCALE: AS SHOWN

PROJECT: [Project Name]

NO. OF SHEETS: [Number]

SHEET NO. [Number]

CHICAGO TITLE

100 N. LAUREL ST. CHICAGO, IL 60610

TEL: 312.467.1000

WWW.CHICAGOTITLE.COM



FILED

DATE: 1/11/12

BY: [Signature]

3 4P

90 9 21

VOID WHEN RECORDED

BOOK: 3-14-52

SHEET 1 OF 3

910069308

4. The right to enforce the covenants, conditions and restrictions contained in this Declaration shall be enforceable by the Homeowner's Association, Inc. (the "Homeowner's Association") and its successors and assigns. The Homeowner's Association shall have the right to enforce the covenants, conditions and restrictions contained in this Declaration in its own name and for the benefit of the Homeowner's Association and its successors and assigns. The Homeowner's Association shall have the right to enforce the covenants, conditions and restrictions contained in this Declaration in its own name and for the benefit of the Homeowner's Association and its successors and assigns.
10. The right to enforce the covenants, conditions and restrictions contained in this Declaration, together with the right to cause the removal by the process of law of any structure erected or authorized in violation thereof, is hereby dedicated and reserved to the owners of the several lots in this Addition. The Homeowner's Association shall have the right to enforce the covenants, conditions and restrictions contained in this Declaration in its own name and for the benefit of the Homeowner's Association and its successors and assigns. The Homeowner's Association shall have the right to enforce the covenants, conditions and restrictions contained in this Declaration in its own name and for the benefit of the Homeowner's Association and its successors and assigns.
11. **Joint Liability.** Every one of the restrictions is hereby declared to be independent of, and severable from, the rest of the restrictions set out and from every other one of the restrictions, and of and from every combination of the restrictions. Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable, or shall lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other of the restrictions.
12. The real estate described in this plat is also subject to certain zoning commitments recorded in the Office of the Recorder of Marion County, Indiana as instrument No. 2000-0113 and Deed No. 91-13-04 and 95-AP-02 as approved by the Department of Metropolitan Development of the City of Indianapolis. If there is any irreconcilable conflict between any of the covenants and restrictions contained in this plat and any of the zoning commitments, the zoning commitments, as the same may hereafter be amended in accordance with their terms or as otherwise permitted by law, shall govern and control to the extent only of the irreconcilable conflict, if being the intent thereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible provided, however, that in any case in which any provision contained in said zoning commitments is repeated in these plat restrictions, the amendment, modification or repeal of such provision in said zoning commitments in any manner permitted thereby or by its self automatically constitutes and is deemed to be a concurrent amendment, modification or repeal of such provision in these plat restrictions, without the approval or consent of any other person or party whatsoever.
13. In addition to the covenants and restrictions contained in this plat, portions of all of the real estate described in this plat are or may in the future become subject to certain additional covenants and restrictions, and to the rights, powers, duties and obligations of the Daville Place Homeowner's Association, Inc. (the "Homeowner's Association"), as set forth in the Homeowner's Association Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained in this plat and any of the covenants and restrictions contained in the Homeowner's Association Declaration, the conflicting covenant or restriction contained in this plat shall govern and control to the extent only of the irreconcilable conflict, if being the intent thereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible.

In witness whereof, PINES DEVELOPMENT CORPORATION, has executed this instrument and caused its name to be subscribed thereto this 20th day of July, 1991.

PINES DEVELOPMENT CORPORATION  
By: Larry E. Combs  
Larry E. Combs, President

STATE OF INDIANA )  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Pine Development Corporation, by its President who acknowledged the execution of the foregoing plat for the properties known as "Daville Place" and did, having been duly sworn, state that the representations contained therein are true.

Witness my hand and seal this 20th day of July, 1991.



My Commission Expires: 4-1-92

910069308

It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the sanitary sewer construction approved by the Department of Public Works and the requirements of all sanitary sewer construction permits for this plat issued by said department.

Owner further covenants that no building, structure, tree or other obstruction shall be erected, maintained, or allowed to continue on the portion of the owner's real estate in which the easement and right-of-way is granted without express written permission from the department. Such permission, when duly recorded, shall run with the real estate. The department, and its agents shall have the right to ingress and egress, for temporary periods only, over the owner's real estate adjoining said easement and right-of-way, when necessary to construct, repair or maintain sanitary sewer facilities.

CHICAGO TITLE  
910069308

The Metropolitan Recorder by James E. Johnson Secretary of said County

off. Sec'y  
Marion Place

DECLARATION

This Declaration is made by the Declarant, James H. ... of the County of ... State of ...

Witness my signature this 28th day of June, 1991.

Notarizing as a Notary Public in and for the State of ... I do hereby certify that the foregoing is a true and correct copy of the original Declaration as recorded in my office.

The above described real estate contains, other said acreage, 5.239 acres, more or less.

Witness my signature this 28th day of June, 1991.

James H. ... Notary Public



The undersigned, Pine Development Corporation, owner of record of the within described real estate, does hereby lay off, plat and subdivide into lots and streets, in accordance with the within plat, which plat shall be known and designated as 'NEVILLE PLACE'.

1. Definitions. The following terms, as used herein, unless context clearly requires otherwise, shall mean the following:

- a. "D.H.D." means the Department of Metropolitan Development of Marion County, Indiana, its successors or assigns or any or all of its rights under this Declaration.
b. "Declarant" means Pine Development Corporation, the owner of the property at the time of the recording of this Declaration, its successors and assigns to its interest, or any person designated by it in a recorded instrument as having its rights hereunder, other than persons purchasing the property or parts thereof by deed from Declarant (unless the conveyance indicated an intent that the grantee assume the rights and obligations of Declarant).
c. "Neville Place" means the name of the Declarant's development of which the property is a part thereof.
d. "Owner" means every person or persons of ability or abilities who is the record owner of a fee or undivided fee interest in the property, their heirs, successors, legal representatives or assigns.
e. "Property" means the real estate described above.
f. "Restrictions" means the covenants, conditions, easements and restrictions and all other provisions set forth in this Declaration, as the same may from time to time be amended.

910669308

2. All streets shown on the within plat are hereby dedicated to the public for its use.

3. Set Back (Minimum) Lines. Each lot in the within plat shall be subject to the following set back lines:

Front building setback lines are established on the plat and further defined herein; no building shall be erected or maintained between the established front setback lines and the property lines of the streets.

No residence or attached accessory building shall be erected closer to the side of any lot than the following required setbacks.

There shall be a minimum distance of ten (10) feet between buildings on adjoining lots measured at the building foundation except for porches, screens and awnings (such as awning foundations, some of which shall exceed an additional ten (10) feet). There shall be no windows on a sidewalk constructed closer than four (4) feet to a sidewalk line with the exception of those windows the bottom of which are above five (5) feet high which are used to provide light only.

Within four yards of at least 25 feet in depth shall be provided wherever the project or lots abut adjoining perimeter property.

4. Limited Maintenance Easements. There is hereby reserved by the Declarant for the benefit of the owner of any lot, a maintenance and utility easement four (4) feet in width adjacent to a side yard line separating lots where a building is erected closer than three (3) feet to a side yard line for the limited purpose of performing maintenance and repair work and installing utilities on the dwelling benefited by such easement, and for the encroachment, if any, of the roots, gutters, overhangs or other improvements resulting from the original construction of the adjacent dwelling.

The owner of any house built within three (3) feet of a sideyard property line shall have an express right of access and use along the adjoining lot, for the limited purpose described above, to the limited maintenance easement as contained from sideyard property line.

Any person entering upon a lot under the rights granted hereunder shall be responsible for repair of any damage resulting from the use of the area.

5. No wall, hedge or shrub planting which obstructs sight lines of motorists between 2 and 6 feet above the street shall be placed or permitted to remain on the corner within the triangular area formed by the closed 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 decreased. The same sight line limitations shall apply to any lot within 10 feet 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 distance of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of the sight line.

6. Easements. There are strips of ground as shown on the within plat which are hereby reserved as "Drainage Easements" (D.E.), "Storm Easements" (S.E.), "Utility Easements" (U.E.) and "Landscape Easements" (L.E.) either separately or in any combination of the foregoing, which are reserved for the use of public utility companies, governmental agencies and others as follows: "Drainage Easements" (D.E.) are reserved to provide water and drainage for areas and local storm drainage, either overland or in adequate underground conduits, to receive the runoff of this and adjoining ground under the public drainage system. No structures, including fences, shall be built upon said easements which will obstruct flow from the area being served. "Storm Easements" (S.E.) are created for the use of the local governmental agency or authority responsible for the collection of storm water and authority under disposal system of any city, village town, district and property for the purpose of installation and maintenance of means, therefor a part of said system. "Utility Easements" (U.E.) are created for the use of all public utility and cable TV companies, not including franchise companies for the installation and maintenance of lines, conduits, pipes, lines, poles, and other appurtenances and other appurtenances thereon. "Landscape Easements" (L.E.) are created and reserved for the use and enjoyment of the Declarant and the Homeowner's Association for the installation, maintenance, repair and replacement of walls, fences, hedges, and other landscaping material, including landscaping. The owners of all lots in this subdivision shall remain subject to the rights of the public utilities, governmental agencies, and the rights of the other lot owners in this subdivision, to said easements herein granted.

7. Maintenance of Easements. In order to maintain the easements of the property, no trees, underbrush or other obnoxious growths shall be permitted to grow or remain upon any lot, and no refuse pile or weighty objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall warrant the Declarant or D.H.D. to cut down or clear the refuse from the property at the expense of the Owner, and there shall be no right against said property for the expense thereof.

8. Building Use. All lots in this subdivision shall be known and designated as residential lots. No business buildings shall be erected on said lots and no business may be conducted on any part thereof, other than the business operations permitted in the zoning ordinance of Indianapolis, Marion County, Indiana. No structure shall be erected, altered, placed or permitted to remain on any residential lot hereunder, other than one detached single-family dwelling.

910669308

Att. Corp. Neville Place

910069308

I, the undersigned, hereby certify that to the best of my professional knowledge and belief, the within plat accurately represents supervision during February, 1990 of part of the Northeast Quarter of the Southeast Quarter of Section 26, Township 17 North Indiana, more particularly described as follows:

Beginning at a point on the North line of the said Quarter Section, which said point bears South 89 degrees 36 minutes 02 seconds 300.00 feet from the Northeast corner thereof; thence continue South 89 degrees 36 minutes 02 seconds West 624.00 feet along 00 degrees 28 minutes 40 seconds East 440.00 feet parallel with the East line of the said Quarter Section; thence North 89 degrees 624.00 feet parallel with the said North line; thence North 00 degrees 28 minutes 40 seconds West 440.00 feet parallel with beginning, containing 6.303 acres, more or less.

Except therefrom the following:

Part of the Northeast Quarter of the Southeast Quarter of Section 26, Township 17 North, Range 4 East in Marion County, Indiana as follows:

Beginning at a point on the North line of the said Quarter Section, which said point bears South 89 degrees 36 minutes 02 seconds 300.00 feet from the Northeast corner thereof; thence South 00 degrees 28 minutes 40 seconds East 15.00 feet parallel with Section to the Point of Beginning; thence continue South 00 degrees 28 minutes 40 seconds East 17.00 feet parallel with the degrees 36 minutes 02 seconds West 99.00 feet parallel with the said North line; thence North 82 degrees 57 minutes 02 seconds which bears South 89 degrees 36 minutes 02 seconds West 229.00 feet from the said beginning point; thence North 89 degrees feet parallel with the said North line to the point of beginning, containing 0.064 acres, more or less.

The within described real estate contains, after said exception, 6.239 acres, more or less.

This subdivision consists of 27 lots numbered 1 thru 27 inclusive. The size of the lots and width of the streets are shown decimal parts thereof.

Witness my signature this 28<sup>th</sup> day of June, 1991.

  
James E. Dankert, R.L.S. #4028

The undersigned, Pines Development Corporation, owner of record of the within described real estate, does hereby lay off, plat streets, in accordance with the within plat, which plat shall be known and designated as "DEVILLE PLACE". The following covenants are hereby imposed upon and shall run with the land and shall be binding upon the grantor, his heirs, successors

1. Definitions. The following terms, as used herein, unless context clearly requires otherwise, shall mean the following:

The undersigned, Pines Development Corporation, owner of record of the within described real estate, does hereby lay off, streets, in accordance with the within plat, which plat shall be known and designated as "DEVILLE PLACE". The following covenants are hereby imposed upon and shall run with the land and shall be binding upon the grantor, his heirs, successors

1. Definitions. The following terms, as used herein, unless context clearly requires otherwise, shall mean the following:

- a. "D.M.D." means the Department of Metropolitan Development of Marion County, Indiana, its successors or assigns or Declaration.
- b. "Declarant" means Pines Development Corporation, the owner of the property at the time of the recording of this instrument, assigns to its interest, or any person designated by it in a recorded instrument as having its rights hereunder, property or parts thereof by deed from Declarant (unless the conveyance indicated an intent that the grantee assume Declarant.)
- c. "Deville Place" means the name of the Declarant's development of which the property is a part thereof.
- d. "Owner" means every person or persons of entity or entities who is the record owner of a fee or undivided fee interest in successors, legal representatives or assignee.
- e. "Property" means the real estate described above.
- f. "Restrictions" means the covenants, conditions, easements and restrictions and all other provisions set forth in from time to time be amended.

910939308

2. All streets shown on the within plat are hereby dedicated to the public for its use.

3. Set Back (Building) Lines. Each lot in the within plat shall be subject to the following set back lines:

Front building setback lines are established on the plat and further defined herein; no building shall be erected or front setback lines and the property lines of the streets.

No residence or attached accessory building shall be erected closer to the side of any lot than the following require

There shall be a minimum distance of ten (10') feet between buildings on adjoining lots measured at the building front and similar items which overhang foundations, none of which shall exceed and additional two (2') feet. There shall be constructed closer than four (4') feet to a sideyard line with the exception of those windows the bottom of which are used to provide light only.

Minimum rear yards of at least 25 feet in depth shall be provided wherever the project or lots abuts adjoining property

4. Limited Maintenance & Utility Easement. There is hereby reserved by the Declarant for the benefit of the owner of an easement four (4) feet in width adjacent to a side yard line separating lots where a dwelling is erected closer than for the limited purpose of performing maintenance and repair work and installing utilities on the dwelling beneficial encroachment, if any, of the roofs, gutters, overhangs or other improvements resulting from the original construction

The owner of any house built within three (3) feet of a side-yard property line shall have an express right of access for the limited purposes described above, in the limited maintenance easement as measured from side-yard property line

Any persons entering upon a lot under the rights granted hereunder shall be responsible for repair of any damage resulting

5. No wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street shall be planted within the triangular area formed by the street property lines and a line connecting points 25 feet from

4. Limited Maintenance & Utility Easement. There is hereby reserved by the Declarant for the benefit of the owner of an easement four (4) feet in width adjacent to a side yard line separating lots where a dwelling is erected closer than for the limited purpose of performing maintenance and repair work and installing utilities on the dwelling benefited encroachment, if any, of the roofs, gutters, overhangs or other improvements resulting from the original construction. The owner of any house built within three (3) feet of a side-yard property line shall have an express right of access for the limited purposes described above, in the limited maintenance easement as measured from side-yard property line. Any persons entering upon a lot under the rights granted hereunder shall be responsible for repair of any damage resulting.
5. No wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street shall be on any corner within the triangular area formed by the street property lines and a line connecting points 25 feet from the lines or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight lines on any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No within such distances of such intersection unless the foliage is maintained at sufficient height to prevent obstruction.
6. Easements. There are strips of ground as shown on the within plat which are marked hereon as "Drainage Easements" ("Drainage Easements" (U.E.) and "Landscape Easements" (L.E.) either separately or in any combination of the four, which utility companies, governmental agencies and others as follows: "Drainage Easements" (D.E.) are created to provide for storm drainage, either overland or in adequate underground conduit, to serve the needs of this and adjoining ground. No structure, including fences, shall be built upon said easement, which will obstruct flow from the area being served. Created for the use of the local governmental agency or private "Association of Owners" bearing jurisdiction over the system of any city, private sewer district and/or county for the purpose of installation and maintenance of sewers, "Utility Easements" (U.E.) are created for the use of all public utility and cable TV companies, not including for sewers installation and maintenance of mains, ducts, poles, lines, wires, and also all rights and uses specified for sewers "Landscape Easements" or "LE's" are created and reserved for the use and benefit of Declarant and the Homeowner's Association. Maintenance, repair and replacement of walls, signage, fences, and other screening material including landscaping. In addition shall take title subject to the rights of the public utilities, governmental agencies, and the rights of the to said easements herein granted.
7. Maintenance of Premises. In order to maintain the standards of the property, no weeds, underbrush or other unsightly or remain upon any land, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain on the property at the expense of the Declarant or D.M.D. to cut weeds or clear the refuse from the property at the expense of the Owner said property for the expense thereof.
8. Dwelling Use. All lots in this subdivision shall be known and designated as residential lots. No business building or no business may be conducted on any part thereof, other than the home occupations permitted in the Zoning Ordinance of Indiana. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than dwelling.

910069308

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est of my professional knowledge and belief, the within plat accurately represents a survey performed under my  
Northeast Quarter of the Southeast Quarter of Section 26, Township 17 North, Range 4 East in Marion County,

1d Quarter Section, which said point bears South 89 degrees 36 minutes 02 seconds West (assumed bearing)  
hence continue South 89 degrees 36 minutes 02 seconds West 624.00 feet along the said North line; thence South  
parallel with the East line of the said Quarter Section; thence North 89 degrees 36 minutes 02 seconds East  
hence North 00 degrees 28 minutes 40 seconds West 440.00 feet parallel with the said East line to the point of

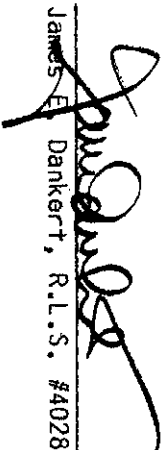
Quarter of Section 26, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described

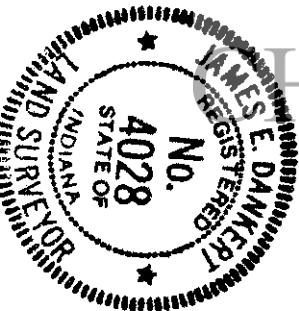
1d Quarter Section, which said point bears South 89 degrees 36 minutes 02 seconds West (assumed bearing)  
hence South 00 degrees 28 minutes 40 seconds East 15.00 feet parallel with the East line of the said Quarter  
South 00 degrees 28 minutes 40 seconds East 17.00 feet parallel with the said East line; thence South 89  
parallel with the said North line; thence North 82 degrees 57 minutes 02 seconds West 151.13 feet to a point  
West 229.00 feet from the said beginning point; thence North 89 degrees 36 minutes 02 seconds East 229.00  
feet of beginning, containing 0.064 acres, more or less.

said exception, 6.239 acres, more or less.

thru 27 inclusive. The size of the lots and width of the streets are shown in figures denoting feet and

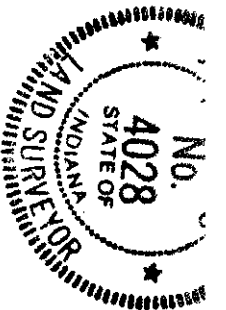
June \_\_\_\_\_, 1991.

  
James E. Dankert, R.L.S. #4028



owner of record of the within described real estate, does hereby lay off, plat and subdivide into lots and  
the plat shall be known and designated as "DEVILLE PLACE". The following restrictions, limitations and  
with the land and shall be binding upon the grantor, his heirs, successors and assigns.

James E. Dankert, R.L.S., #4028



if the within described real estate, does hereby lay off, plat and subdivide into lots and known and designated as "DEVILLE PLACE". The following restrictions, limitations and shall be binding upon the grantor, his heirs, successors and assigns.

Context clearly requires otherwise, shall mean the following:

of Marion County, Indiana, its successors or assigns or any or all of its rights under this of the property at the time of the recording of this Declaration, its successors and in a recorded instrument as having its rights hereunder, other than persons purchasing the the conveyance indicated an intent that the grantee assume the rights and obligations of pment of which the property is a part thereof. is who is the record owner of a fee or undivided fee interest in the property, their heirs, s and restrictions and all other provisions set forth in this Declaration, as the same may , the public for its use. **910939308**

I be subject to the following set back lines:

further defined herein; no building shall be erected or maintained between the established closer to the side of any lot than the following required setbacks.

buildings on adjoining lots measured at the building foundation except for eaves, cornices shall exceed and additional two (2') feet. There shall be no windows on a sidewalk with the exception of those windows the bottom of which are above five (5') feet high which are

vided wherever the project or lots abuts adjoining perimeter property.

erved by the Declarant for the benefit of the owner of any lot, a maintenance and utility separating lots where a dwelling is erected closer than three (3) feet to a side yard line work and installing utilities on the dwelling benefited by such easement, and for the her improvements resulting from the original construction of the adjacent dwelling.

-yard property line shall have an express right of access and use along the adjoining lot, measurement as measured from sidewalk property line.





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9. Mandatory Homeowner's Association Membership. Each owner of a lot, by acceptance of title, shall automatically be homeowner's association to be activated by the developer of the property on or before the time ninety percent (90%) Development. The Association shall have the duty to enforce the plat restrictions and these commitments, including cause to be entered upon any lot in the subdivision to provide continuous and adequate maintenance of the drainage on the plat.

In the performance of its duties hereunder, the Association, by its duly elected Directors, shall further have the the owners of lots a special assessment to cover expense of performing remedial work to the drainage system and for reasonable attorneys fees for enforcement thereof. Such cost shall be secured by a lien upon any lot whose owner a lien shall be secondary only to current taxes and a first mortgage upon an improved lot. Such lien shall be enforced Mechanics' and Materialmen's Liens (I.C. 32-8-3-3, et seq.) are enforced.

Enforcement of all commitments and maintenance of drainage structures and easements shall be the obligation of the Association when it is activated by the Developer and this commitment shall run with the land and be binding upon assigns.

10. The right to enforce the within provisions, restrictions and covenants by injunction, together with the right to a of structures erected or maintained in violation thereof, is hereby dedicated and reserved to the owners of the several heirs or assigns, the Homeowner's Association when it is activated and the Metropolitan Development Commission, the entitled to such relief without being required to show any damage of any kind to any such owner or owners by or the violation. Said provisions shall be in full force and effect until January 1, 2020, at which time said covenants, successive periods of ten years, unless changed in whole or in part by a majority vote of those persons who are the invalidation of any one or more of the covenants by judgment or court order shall in no way affect any of the other force and effect. The Metropolitan Development Commission, its successors and assigns, shall have no right, power commitments, restrictions or other limitations contained in the plat or these restrictions other than those covenants limitations that expressly run in favor of the Metropolitan Development Commission; provided further that nothing in the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance 58-A0-3 attached to approval of this plat by the Plat Committee.

11. Severability. Every one of the Restrictions is hereby dedicated to be independent of, and severable from, the rest every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of invalid or to be unenforceable, or shall lack the quality of running with the land, that holding shall be without enforceability or "running" quality of any other of the Restrictions.

12. The real estate described in this plat is also subject to certain zoning commitments recorded in the Office of the Instrument No. 900004575 and Docket No. 91-V3-54 and 91-AP-69 as approved by the Department of Metropolitan Development there is any irreconcilable conflict between any of the covenants and restrictions contained in this plat and any zoning commitments, as the same may hereafter be amended in accordance with their terms or as otherwise permitted in extent only of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall to the greatest extent possible; provided, however, that in any case in which any provision in said zoning commitments or plat restrictions, the amendment, modification or termination of such provision in said zoning commitments in any shall automatically constitute and be deemed to be a consent to amendment, modification or termination of the same.

11. ~~Enforceability.~~ Every one of the Restrictions is hereby dedicated to be independent of every other one of the Restrictions, and of and from every combination of the Restriction invalid or to be unenforceable, or shall lack the quality of running with the land, that enforceability or "running" quality of any other of the Restrictions.

12. The real estate described in this plat is also subject to certain zoning commitments recited in Instrument No. ~~900004575~~ and Docket No. 91-V3-54 and 91-AP-69 as approved by the Department of Planning and Zoning. There is any irreconcilable conflict between any of the covenants and restrictions contained in this plat and any of the zoning commitments, as the same may hereafter be amended in accordance with their terms, zoning commitments, as the same may hereafter be amended in accordance with their terms, to the greatest extent possible; provided, however, that in any case in which any provision of these plat restrictions, the amendment, modification or termination of such provision in said plat shall automatically constitute and be deemed to be a concurrent amendment, modification or termination of these plat restrictions, without the approval or consent of any other persons or party with

13. In addition to the covenants and restrictions contained in this plat, portions or all of become subject to certain additional covenants and restrictions, and to the rights, powers, and interests of the Homeowner's Association, Inc. (the "Homeowner's Association"), as set forth in the Homeowner's Association Declaration, the conflicting covenant or restriction contained in this plat shall govern and prevail over the conflicting covenant or restriction contained in this plat shall govern it being the intent thereof that all such covenants and restrictions shall be applicable

In witness whereof, PINES DEVELOPMENT CORPORATION, has executed this instrument and caused its name to be subscribed thereto this and day of July, 1991.

PIN

By:

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Pinus Development Corporation, by its President who acknowledged the execution of the foregoing plat for the properties known as "Devil's Place" and who, having been duly sworn, stated that the representations contained therein are true.

Witness my hand and seal this and day of July, 19\_\_.

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*Robert G. Hill*

Before me, a Notary Public in and for said County and State, personally appeared Pines Development Corporation, by its President who acknowledged the execution of the foregoing plat for the properties known as "Denville Place" and who, having been duly sworn, stated that the representations contained therein are true.

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Witness my hand and seal this and day of July, 19    .



Holly J. Lee  
(HOLLY J. LEE), Notary Public

My Commission Expires:

County of Residence:

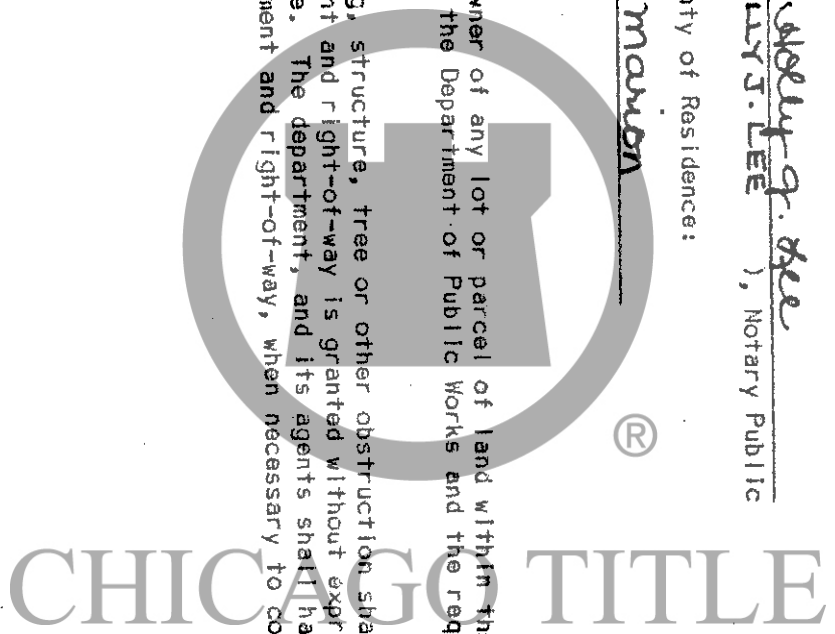
4-1-92

Morgan



It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times sanitary sewer construction approved by the Department of Public Works and the requirements of all sanitary sewer construction said department.

Owner further covenants that no building, structure, tree or other obstruction shall be erected, maintained, or allowed to be Owner's real estate in which the easement and right-of-way is granted without express written permission from the department, recorded, shall run with the real estate. The department, and its agents shall have the right to ingress and egress, for the owner's real estate adjoining said easement and right-of-way, when necessary to construct, repair or maintain sanitary sewer



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Each owner of a lot, by acceptance of title, shall automatically become a member of a to-be-formed cshlp. by the developer of the property on or before the time ninety percent (90%) of the lots are sold within the subdivision to provide continuous and adequate maintenance of the drainage structures and easements as designated

the Association, by its duly elected Directors, shall further have the right and duty to impose equally upon to cover expense of performing remedial work to the drainage system and landscape areas including costs and at thereof. Such cost shall be secured by a lien upon any lot whose owner does not pay such assessment, which taxes and a first mortgage upon an improved lot. Such lien shall be enforced in the same manner as Indiana . 32-8-3-3, et seq.) are enforced.

tenance of drainage structures and easements shall be the obligation of the developer until the Homeowner's Developer and this commitment shall run with the land and be binding upon the owner, its heirs, successors and ons, restrictions and covenants by injunction, together with the right to cause the removal by due process of law violation thereof, is hereby dedicated and reserved to the owners of the several lots in this Addition, their violation when it is activated and the Metropolitan Development Commission, their successors or assigns, who shall be required to show any damage of any kind to any such owner or owners by or through any such violation or attempted full force and effect until January 1, 2020, at which time said covenants shall be automatically extended for changed in whole or in part by a majority vote of those persons who are then the owners of the property. covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full development Commission, its successors and assigns, shall have no right, power or authority to enforce any covenants, restrictions or conditions contained in the plat or these restrictions other than those covenants, commitments, restrictions or of the Metropolitan Development Commission; provided further that nothing herein shall be construed to prevent from enforcing any provisions of the Subdivision Control Ordinance 58-A0-3, as amended, or any conditions e Plat Committee.

tions is hereby dedicated to be independent of, and severable from, the rest of the Restrictions and of and from d of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be lack the quality of running with the land, that holding shall be without effect upon the validity, any other of the Restrictions.

is also subject to certain zoning commitments recorded in the Office of the Recorder of Marion County, Indiana as 91-V3-54 and 91-AP-69 as approved by the Department of Metropolitan Development of the City of Indianapolis. If between any of the covenants and restrictions contained in this plat and any of the said zoning commitments, the latter be amended in accordance with their terms or as otherwise permitted by law, shall govern and control to the



only and stated permission of  
President who acknowledged  
properties known as "Devilille  
d that the representations

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July, 19\_\_.

W. G. Lee  
J. LEE, Notary Public

Residence:

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if any lot or parcel of land within the area of this plat to comply at all times with the provisions of the  
Department of Public Works and the requirements of all sanitary sewer construction permits for this plan issued by  
structure, tree or other obstruction shall be erected, maintained, or allowed to continue on the portion of the  
right-of-way is granted without express written permission from the department. Such permission, when duly  
department, and its agents shall have the right to ingress and egress, for temporary periods only, over the  
and right-of-way, when necessary to construct, repair or maintain sanitary sewer facilities.

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CHICAGO TITLE