

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 16th day of October, 1972, by IVY RIDGE DEVELOPMENT CORP., an Indiana corporation, (hereinafter called "Declarant").

WITNESSETH:

Whereas, Declarant is the owner of Ivy Ridge, First Section; Ivy Ridge, Second Section; Ivy Ridge, Third Section; and, Ivy Ridge, Fourth Section, all located in Marion County, Indiana, and described as follows:

Part of the Northwest Quarter of Section 27; Township 17 North of Range 4 East in Marion County, Indiana, being more particularly described as follows, to-wit:

Beginning at the Southwest corner of said Quarter Section thence North 00 degrees 21 minutes 25 seconds East upon and along the West line of said Quarter Section 765.00 feet to a point; thence North 60 degrees 21 minutes 25 seconds East 350.00 feet to a point; thence North 88 degrees 36 minutes 25 seconds East 263.00 feet to a point; thence South 00 degrees 05 minutes 4 seconds East 225.00 feet to a point; thence South 08 degrees 54 minutes 26 seconds West 69.00 feet to a point; thence South 41 degrees 21 minutes 01 seconds West 38.68 feet to a point; thence South 46 degrees 54 minutes 26 seconds West 235.00 feet to a point; thence South 21 degrees 23 minutes 05 seconds West 81.39 feet to a point; thence South 55 degrees 23 minutes 10 seconds East 182.15 feet to the POINT OF CURVATURE of a 13.171 degree curve to the left, the radius point of said curve being South 55 degrees 23 minutes 10 seconds East 435.00 feet from said point; thence Southwesterly upon and along said curve 120.39 feet to the POINT OF TANGENCY of said curve, the radius point of said curve being South 71 degrees 14 minutes 36 seconds East 435.00 feet from said point; thence South 71 degrees 14 minutes 36 seconds East 110.00 feet to a point; thence South 00 degrees 05 minutes 34 seconds East a distance of 140.00 feet to the South line of said Northwest Quarter Section and the centerline of East 75th Street as now located and established; thence South 89 degrees 54 minutes 26 seconds West upon and along said South line and said centerline of East 75th Street a distance of 535.274 feet to the POINT OF BEGINNING, containing 9.944 acres, more or less.

ALSO: Part of the Northwest Quarter of Section 27, Township 17 North of Range 4 East in Marion County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Southwest corner of the said Northwest Quarter Section thence North 89 degrees 54 minutes 26 seconds East upon and along the South line of the Northwest Quarter Section 535.274 feet to a point; thence North 00 degrees 05 minutes 34 seconds West a distance of 140.00 feet to the POINT OF BEGINNING OF THIS DESCRIPTION; thence North 71 degrees 14 minutes 36 seconds West a distance of 110.00 feet to the POINT OF CURVATURE of a 13.171 degree curve to the right, the radius point of said curve being South 71 degrees 14 minutes 36 seconds East 435.00 feet from said point; thence Northeastly upon and along said curve 120.39 feet to the POINT OF TANGENCY of said curve, the radius point of said curve being South 55 degrees 23 minutes 10 seconds East 435.00 feet from said point; thence North 55 degrees 23 minutes 10 seconds West 182.15 feet to a

point; thence North 21 degrees 23 minutes 05 seconds East 81.39 feet to a point; thence North 46 degrees 54 minutes 26 seconds East 235.00 feet to a point; thence North 41 degrees 21 minutes 01 seconds East 38.68 feet to a point; thence North 08 degrees 54 minutes 26 seconds East 68.00 feet to a point; thence North 00 degrees 05 minutes 34 seconds West 225.00 feet to a point; thence North 12 degrees 54 minutes 26 seconds East 148.71 feet to a point; thence North 28 degrees 54 minutes 26 seconds East 43.97 feet to a point; thence South 49 degrees 35 minutes 34 seconds East 236.34 feet to the POINT OF CURVATURE of a 57.296 degree curve to the left, the radius point of said curve being South 49 degrees 35 minutes 34 seconds East 100.00 feet from said point; thence Southwesterly upon and along said curve 70.69 feet to the POINT OF TANGENCY of said curve, the radius point of said curve being North 89 degrees 54 minutes 26 seconds East 100.00 feet from said point; thence South 00 degrees 05 minutes 34 seconds East 40.00 feet to a point; thence North 89 degrees 54 minutes 26 seconds East and parallel with said South line 160.95 feet to a point; thence South 09 degrees 48 minutes 04 seconds East 89.95 feet to a point; thence South 03 degrees 24 minutes 25 seconds West 371.50 feet to a point; thence South 82 degrees 54 minutes 26 seconds West and parallel with said South line 152.00 feet to a point; thence North 73 degrees 35 minutes 26 seconds West 38.18 feet to a point; thence South 32 degrees 54 minutes 25 seconds West 236.74 feet to the POINT OF CURVATURE of a 25.465 degree curve to the right, the radius point of said curve being North 32 degrees 54 minutes 26 seconds East 225.00 feet from said point; thence Northwesterly upon and along said curve 29.45 feet to the POINT OF TANGENCY of said curve, the radius point of said curve being North 40 degrees 24 minutes 26 seconds East 225.00 feet from said point; thence North 49 degrees 35 minutes 34 seconds West 22.78 feet to a point; thence South 20 degrees 54 minutes 26 seconds West 121.80 feet to the POINT OF BEGINNING, containing 6.910 acres, more or less.

ALSO: Part of the Northwest Quarter of Section 27, Township 17, North of Range 4 East in Marion County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Southwest corner of said Quarter Section thence North 00 degrees 21 minutes 25 seconds East upon and along the West line of said Quarter Section 765.00 feet to a point; thence North 60 degrees 21 minutes 25 seconds East 350.00 feet to a point; thence North 88 degrees 35 minutes 25 seconds East 263.00 feet to a point; thence North 12 degrees 54 minutes 26 seconds East 148.71 feet to a point; thence North 28 degrees 54 minutes 26 seconds East 43.97 feet to the POINT OF BEGINNING OF THIS DESCRIPTION; thence North 28 degrees 54 minutes 26 seconds East 109.17 feet to the South line of "Ivy Hills-Thirteenth Section", a Subdivision in Marion County, Indiana, the plat of which is recorded as Instrument Numbered 65-41991 in the Office of the Recorder of Marion County, Indiana; thence South 89 degrees 46 minutes 56 seconds East upon and along the South line of said "Ivy Hills-Thirteenth Section" 661.00 feet to the West line of "Ivy Hills-Tenth Section", a Subdivision in Marion County, Indiana, the plat of which is recorded as Instrument number 65-41988 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 11 minutes 58 seconds West upon and along the West line of said "Ivy Hills-Tenth Section" 439.00 feet to a point; thence South 89 degrees 54 minutes 26 seconds West and parallel with the South line of said Quarter Section 379.80 feet to a point; thence North 09 degrees 48 minutes 04 seconds West 89.95 feet to a point; thence South 89 degrees 54 minutes 26 seconds West and parallel with said South line 160.95 feet to a point; thence North 00 degrees 05 minutes 34 seconds West 40.00 feet to the POINT OF CURVATURE of a 57.296 degree curve to the right, the radius point of said curve being North 89 degrees 54 minutes 26 seconds East 100.00 feet from said point; thence Northeasterly upon and along said curve 70.69 feet to the POINT OF TANGENCY of said curve, the radius point of said curve being South 49 degrees 35 minutes 34 seconds East 100.00 feet from said point; thence North 49 degrees 35 minutes 34 seconds West

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236.34 feet to the POINT OF BEGINNING, containing 5.794 acres, more or less.

ALSO: Part of the Northwest Quarter of Section 27, Township 17 North of Range 4 East in Marion County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Southwest corner of said Quarter Section thence North 89 degrees 54 minutes 26 seconds East upon and along the South line of said Northwest Quarter Section 535.274 feet to the POINT OF BEGINNING OF THIS DESCRIPTION; thence North 09 degrees 05 minutes 34 seconds West 140.00 feet to a point; thence North 20 degrees 54 minutes 26 seconds East 121.80 feet to a point; thence South 49 degrees 35 minutes 34 seconds East 22.78 feet to the POINT OF CURVATURE of a 25.465 degree curve to the right, the radius point of said curve being North 40 degrees 24 minutes 26 seconds East 225.00 feet from said point; thence Southeasterly upon and along said curve 29.45 feet to the POINT OF TANGENCY of said curve, the radius point of said curve being North 32 degrees 54 minutes 26 seconds East 225.00 feet from said point; thence North 32 degrees 54 minutes 26 seconds East 236.74 feet to a point; thence South 73 degrees 35 minutes 34 seconds East 38.18 feet to a point; thence North 89 degrees 54 minutes 26 seconds East and parallel with said South line 152.00 feet to a point; thence North 03 degrees 24 minutes 26 seconds East 371.50 feet to a point; thence North 89 degrees 54 minutes 26 seconds East and parallel with said South line 379.80 feet to the West line of "Ivy Hills - Tenth Section", a Subdivision in Marion County, Indiana, the plat of which is recorded as Instrument Numbered 65-41988 in the Office of the Recorder of Marion County, Indiana, thence South 00 degrees 11 minutes 58 seconds West upon and along the West line of said "Ivy Hills - Tenth Section" 779.822 feet to the South line of said Northwest Quarter Section (said point also being the Southwest corner of "Ivy hills - Tenth Section"); thence South 89 degrees 54 minutes 26 seconds West upon and along the South line of said Quarter Section 800.607 feet to the POINT OF BEGINNING, containing 10.216 acres, more or less.

(which property is hereinafter referred to as "The Properties"), and,

Whereas, Declarant desires to provide for the preservation of the values and amenities of The Properties and desires to provide and affect the good appearance and aesthetic values of The Properties; and, to these ends desires to subject The Properties to the covenants, restrictions, assessments and liens hereinafter set forth, each and all of which is and are for the benefit of The Properties and each owner thereof; and,

Whereas, there has been incorporated under the laws of the State of Indiana, as a Not-For-Profit Corporation, Ivy Ridge Civic Association, Inc. (which corporation is hereinafter referred to as "The Corporation"), for the purposes of exercising the functions aforesaid; and,

Whereas, Declarant shall be granting an easement of a portion of The Properties to The Corporation which portion is located in Marion County, Indiana, and described as follows:

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A part of Lots numbered 1, 2, 3, and 18 in Proposed Ivy Ridge - First Section together with part of Lots numbered 54, 55, 56, 57, 58, 59, and 60 in Proposed Ivy Ridge - Fourth Section in a part of the Northwest Quarter of Section 27, Township 17 North of Range 4 East in Marion County, Indiana, being more particularly described as follows, to-wit:

Beginning at a point on the West line of the said Northwest Quarter Section (said point being the Southwest corner of Proposed Lot 3 in Proposed Ivy Ridge - First Section) 35.00 feet North 00 degrees 21 minutes 25 seconds East of the Southwest corner thereof; thence north 00 degrees 21 minutes 25 seconds East upon and along said West line and the West line of said Proposed Lot 3 a distance of 30.00 feet to a point; thence North 89 degrees 54 minutes 26 seconds East and parallel with the South line of the said Quarter Section 5.00 feet to a point, thence South 00 degrees 21 minutes 25 seconds West and parallel with the said West line 25.00 feet to a point; thence North 89 degrees 54 minutes 26 seconds East and parallel with the said South line 342.56 feet to a point on a 11.575 degree curve to the left, the radius point of said curve being South 89 degrees 30 minutes 50 seconds East 495.00 feet from said point; thence Southwesterly upon and along said curve 5.00 feet to the POINT OF TANGENCY thereof, (said point also being the Southeast corner of Proposed Lot numbered 1) the radius point of said curve being North 89 degrees 54 minutes 26 seconds East 495.00 feet from said point; thence South 89 degrees 54 minutes 26 seconds West upon and along the South line of Proposed Lots numbered 1, 2, and 3 and parallel with the South line of said Quarter Section 347.57 feet to the POINT OF BEGINNING CONTAINING 0.043 ACRES, MORE OR LESS.

ALSO:

Commencing at the Southwest corner of the said Quarter Section; thence North 89 degrees 54 minutes 26 seconds East upon and along the South line of the said Quarter Section 1335.881 feet to the Southwest corner of "Ivy Hills - Tenth Section" a subdivision in Marion County, Indiana, the plat of which is recorded as Instrument numbered 65-41988 in the Office of the Recorder of Marion County, Indiana; thence North 00 degrees 11 minutes 58 seconds East upon and along the West line of said "Ivy Hills - Tenth Section" 35.00 feet to the POINT OF BEGINNING OF THIS DESCRIPTION, (said point being the Southeast corner of Proposed Lot 54 in Proposed Ivy Ridge - Fourth Section); thence South 89 degrees 54 minutes 26 seconds West upon and along the South line of Proposed Lots numbered 54, 55, 56, 57, 58, 59, 60, and 18 and parallel with the South line of said Quarter Section 918.22 feet to the POINT OF CURVATURE of a 13.481 degree curve to the right, the radius point of said curve being North 89 degrees 54 minutes 26 seconds East 425.00 feet from said point (said point also being the Southwest corner of Proposed Lot numbered 18) thence Northeasterly upon and along said curve 5.00 feet to a point, the radius point of said curve being South 89 degrees 25 minutes 07 seconds East 425.00 feet from said point; thence North 89 degrees 54 minutes 26 seconds East and parallel with the South line of said Quarter Section 913.22 feet to a point; thence North 00 degrees 11 minutes 58 seconds East 25.00 feet to a point; thence North 89 degrees 54 minutes 26 seconds East and parallel with said South line 5.00 feet to the West line of said "Ivy Hills - Tenth Section"; thence South 00 degrees 11 minutes 58 seconds West upon and along the said West line 30.00 feet to the POINT OF BEGINNING, containing 0.108 acres, more or less.

(and which property is hereinafter referred to as the "Civic Association Property"); and will further be transferring ownership of the improvements on the Civic Association Property to The Corporation.

Whereas, the Civic Association Property has certain improvements consisting of a decorative wall, which wall enhances the appearance and aesthetic value of The Properties and Declarant is desirous of providing for the maintenance of such wall; and

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Whereas, Declarant deems it desirable, for the efficient maintenance and preservation of such wall, to delegate and assign the powers of maintaining the Civic Association Property and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created to be paid to The Corporation.

NOW THEREFORE, Declarant declares that The Properties are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, assessments and liens hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Subject Property. The Properties shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

Section 2. Covenant to Grant Easement and Transfer Ownership of Improvements. Declarant hereby covenants and declares that it will grant an easement of the Civic Association Property to The Corporation and will transfer the ownership of the improvements presently on the Civic Association Property to The Corporation.

ARTICLE II

MEMBERSHIP AND VOTING

Section 1. Membership. Every person or entity who is record owner of a fee interest in any lot which is a part of The Properties shall be a member of The Corporation.

Section 2. Voting Rights. Every such member of The Corporation shall be entitled to one (1) vote for each such lot in which they hold the interest required for membership in The Corporation. When more than one person or entity holds such interest or interests in any such lot, all such persons or entities shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Section 3. Security Interests. Any person or entity

who holds an interest in The Properties merely as a security for the performance of an obligation shall not be a member of The Corporation.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant for each lot owned by it within The Properties hereby covenants and each purchaser of any lot within The Properties by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay The Corporation (1) Annual Assessments and (2) Special Assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment was due.

Section 2. Purpose of Assessments. The assessment levied by The Corporation shall be used exclusively for the purpose of the improvement and maintenance of the Civic Association Property and the improvements thereon, including but not limited to, the payment of taxes and insurance for the Civic Association Property, if any; the grass cutting, grounds keeping of the Civic Association Property; the repair, replacement and additions to the Civic Association Property and improvements thereon; and, the costs of labor, equipment, materials, management and supervision of the Civic Association Property.

Section 3. Annual Assessments. The Board of Directors of The Corporation shall set the amount of the annual assessment to be charged and shall determine the date due and manner of payment of such annual assessment, subject to the provision of Section 4 of this Article.

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Section 4. Maximum Annual Assessment. Such annual assessment shall not exceed the sum of \$35.00 per lot. Such maximum annual assessment of \$35.00 per lot may be increased by a vote of the members of The Corporation, provided that such change shall have the assent of two-thirds (2/3) of the votes of the members of the Corporation.

Section 5. Special Assessments. In addition to the Annual Assessments authorized herein, The Corporation may levy in any year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements upon the Civic Association Property. Such special assessment shall have the assent of two-thirds (2/3) of the votes of the members of the Corporation.

Section 6. Assessments-Miscellaneous. The Corporation shall furnish, upon demand, to any owner liable for an assessment, a written statement signed by an officer of The Corporation setting forth whether said assessment has been paid. Such written statement shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Remedies for Non-Payment of Assessment. If the assessments are not paid when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, successors and assigns. The personal obligation of the then owner to pay such assessments, however, shall remain his personal obligation.

If the assessment is not paid within thirty (30) days after it is due, the assessment shall bear interest from the date due at the rate of eight per cent (8%) per annum and The Corporation may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of

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such assessment, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 9. "Junior Lien" Provision. If any premises subject to the lien hereof shall become subject to the lien of a mortgage or deed of trust, (1) the foreclosure of the lien hereof shall not operate to affect or impair the lien of the mortgage or deed of trust; and (2) the foreclosure of the lien of the mortgage or deed of trust or the acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or deed of trust with the foreclosure purchaser or deed in lieu grantee taking title free of the lien hereof for all such charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE IV

GENERAL PROVISIONS

Section 1. The covenants and restrictions of this

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declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by The Corporation, or the Owner of any land subject to this declaration, his respective legal representative heirs, successors and assigns, for a term of twenty-five (25) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages and against the land or to enforce any lien to recover assessments created by these covenants; and failure by The Corporation, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, IVY RIDGE DEVELOPMENT CORP.,
Declarant, has caused this document to be executed the day,
month and year first mentioned.

IVY RIDGE DEVELOPMENT CORP.

BY William A. Schmadeke
William A. Schmadeke, President

(SEAL) ATTEST:

Debra Vanarsdall
Debra Vanarsdall, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, Notary Public in and for said County and State,

RECEIVED FOR RECORD
NOV 27 11 28 AM '72
FAVE I. JOYERY
RECORDER
OF MARION CO.

personally appeared William A. Schmadeke and G. Debra Vanorsdall, the President and Secretary, respectively of Ivy Ridge Development Corp., who acknowledged execution of the foregoing Declaration Of Covenants And Restrictions for and on behalf of said corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 16 day of

October, 1972.



Signature Mary M. Burke
Printed Mary M. Burke
Notary Public

My Commission Expires:

June 16, 1976

This instrument prepared by Harry A. Rider, Rider and Freiherr, Attorneys At Law.

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Dodge, Chuck

From: Karla Taylor [ktaylor@ilts.net]

Sent: Friday, November 05, 2004 8:38 AM

To: indysearch@ctt.com

We need ccrs for Ivy Ridge, Section 3, sent today if possible.

Thanks

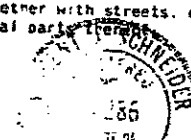
Karla Taylor

(please send to me ktaylor@ilts.net)

11/5/2004

lots and widths of streets and easements are shown in figures denoting feet and decimal parts thereof together with streets, easements and public ways as shown on the within plat. The size of

WITNESS MY SIGNATURE this 13th day of Sept. 1972


Vincent J. Schneider
VINCENT J. SCHNEIDER, Reg. Land Surveyor - Indiana #10286

The undersigned, Ivy Ridge Development Corp., by William A. Schmadeke, President and David K. Vanarsdall, Vice President, being the owners of the above described real estate do hereby lay off, plat and subdivide the same into lots and streets in accordance with the within plat. The within plat shall be known and designated as

SW COR NW/4
SEC. 27-17-4E

1. The streets shown and not heretofore dedicated are hereby dedicated to the public.
2. All numbered lots in this Addition shall be designated as residential lots. Only one single family with accessory building and not exceeding two stories in height may be erected or maintained on said lots.
3. Front and side building lines are established as shown 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 planting which obstructs sight lines at elevations 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 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 for the intersection of the street lines extended. The same sightline 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 lines. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of the sight line.
4. No one story house shall be erected on any lot in this Addition having a ground floor area of less than 1200 square feet and no one and one-half story house having a ground floor area of less than 900 square feet, exclusive of open porches, garages, or basements.
5. No trailer, tent, shack, basement, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residential purposes in any lot in this Addition.
6. No noxious or offensive trade shall be carried on upon any lot in this Addition nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
7. No poultry or farm animals shall be raised or maintained on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or bird.
8. There are strips of ground as shown on the within plat marked "Drainage Easements" and/or "Utility Easements" which are hereby reserved for the use of public utility companies, not including transportation companies for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drains, subject at all times to the authority of Marion County, Indiana, and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips. The owners of such lots in this Addition however shall take their title subject to the rights of the public utilities and to those of the owners of said lots in this Addition to said Easement herein granted for ingress and egress in, along and through the strips so reserved.
9. The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by due process of law of any septic tank, absorption bed or structure erected or maintained in violation thereof is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs and assigns. The Metropolitan Development Commission, their successors or assigns who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners by or through any such violation or attempted violation. Such provisions shall be in full force and effect until June 1, 1994, 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 one of the covenants by judgement or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
10. The within covenants, limitations, and restrictions are to run with the land and shall be binding on all parties and persons claiming under them.
11. No building shall be erected, placed or altered on any Lot in such subdivision until and unless the building plans, specifications and plot plan showing the location of such building have been approved as to conformity and harmony of external design and location with existing structures in the subdivision and as to the topography and finished ground elevation of such Lot by Ivy Ridge Development Corp. or any person to whom the right of such approval has been assigned by Ivy Ridge Development Corp.: PROVIDED, HOWEVER, that such requirements shall be conclusively deemed satisfied for all purposes if any such building or alteration is substantially completed without the filing by Ivy Ridge Development Corp. or such assignee of an action to enforce such erection or alteration. The requirement set forth in this Paragraph 11 may be assigned only in writing by Ivy Ridge Development Corp. to any person or entity and may be waived in writing by Ivy Ridge Corp. or any successor or assign, with respect to any Lot or Lots.

IN WITNESS WHEREOF, Ivy Ridge Development Corp., by William A. Schmadeke, President and David K. Vanarsdall, Vice President, have hereunto caused its and their names to be subscribed this 13th day of Sept. 1972.

STATE OF INDIANA) Before me, a Notary Public in and said County and State,
SS) personally appeared Ivy Ridge Development Corp. by
COUNTY OF MARION) William A. Schmadeke, its President and David K. Vanarsdall,
its Vice President, and acknowledge the execution of the
above foregoing instrument as its voluntary act and deed.

Witness my signature and notarial seal this _____ day of _____ 1972.

My Commission expires _____

Notary Public _____

IVY RIDGE DEVELOPMENT CORP.
BY: William A. Schmadeke
WILLIAM A. SCHMADEKE
President

ATTEST: _____
DAVID K. VANARSDALL
Vice President