

PLAT COVENANTS, CONDITIONS AND RESTRICTIONS

SHERMAN OAKS III

1. NAME. This Subdivision shall be known and designated as Sherman Oaks III, a Subdivision located in Indianapolis, Marion County, Indiana.
2. STREET DEDICATION. The street shown as Lima Court is hereby dedicated to the public.
3. LAND USE. All lots within this Subdivision shall be used exclusively for residential and related purposes.
4. TYPE, SIZE AND NATURE OF IMPROVEMENTS PERMITTED. Every lot within this Subdivision shall be improved in accordance with the following minimum standards:
 - a. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be erected, placed or constructed on any lot within this Subdivision for use as a residence, either temporarily or permanently, or at any time be used for such purposes.
 - b. All materials used on the exterior of any single family dwelling, garage or outbuilding erected, placed or constructed on any lot within this Subdivision shall be demonstrated to last at least thirty (30) years.
 - c. Every dwelling, garage or outbuilding erected, placed or constructed on any lot within this Subdivision shall be completed, including at least one (1) coat of paint, stain, varnish or preservative on any exterior wood surfaces. Until all work is completed and such dwelling is ready for occupancy, the lot shall be kept and maintained in a sightly and orderly manner and no trash or other rubbish shall be permitted to unreasonably accumulate thereon.
 - d. Any tank for the storage of fuel erected, placed or constructed on any lot within this Subdivision outside of any structure or building permitted hereunder shall be concealed or otherwise located below the surface of the ground.
 - e. Every dwelling, garage, outbuilding or other structure permitted to be erected, placed or altered on any lot within this Subdivision by these Plat Covenants, Conditions and Restrictions shall be located so as to satisfy the setback lines and minimum yards in the Dwelling District Zoning Ordinance of Marion County, Indiana, 66-AO-2, as amended, except that in the case where a dwelling, garage, outbuilding or other structure is erected, placed, or altered on two (2) or more adjoining lots, this restriction shall only apply to the lot lines of the extreme boundaries of the multiple lots.
 - f. No individual sewage disposal system shall be installed for use or be used to provide for the disposal of sewage on any lot within this Subdivision.
 - g. No fence, wall, hedge or shrub planting which obstructs site lines and elevations between two (2) and six (6) feet above any street shall be placed or

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LIBRARY
25000000000000000000

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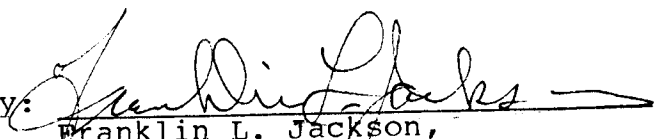
permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points twenty-five (25) feet from the intersection of such lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same site line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway, pavement or alley line.

5. STORAGE AND DISPOSAL OF TRASH, RUBBISH OR GARBAGE. No refuse or other unsightly or objectionable materials or things shall be allowed or maintained on any lot within this Subdivision. Rubbish, trash, garbage or the like shall be kept only in sanitary containers and all incinerators or other equipment for the storage or disposal thereof shall be kept in a clean and sanitary condition. Open burning of trash, rubbish or other debris (other than fallen leaves) shall not be permitted within the Subdivision.
6. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot within this Subdivision, except dogs, cats or other animals generally and customarily recognized as house pets, provided that they are not kept, bred or maintained for any commercial purpose.
7. NUISANCE. No noxious or offensive activity shall be carried on or permitted to exist on any lot within this Subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners of other lots. Any structure or building permitted to be constructed on any lot which may be in whole or in part destroyed by fire, windstorm or for any other reason, shall be rebuilt and restored to its previous condition within a reasonable length of time or all debris accumulated in connection therewith shall be removed within a reasonable length of time after any such occurrence.
8. EASEMENTS. Easements for the installation and maintenance of public utilities, sewers or drainage facilities as shown on the recorded plat of this Subdivision and designated as "Utility & Drainage Strips (U.D.S.)" are hereby granted to public utility companies and the City of Indianapolis for the installation, construction, operation and maintenance of lines, wires, sewers, mains, drains and any other public improvements whether under or above ground. No changes shall be made in the finished grade elevations of any lot in this Subdivision, whether in connection with the construction of improvements thereon or otherwise, so as to modify, alter or change the location or depth of any drainage swails, ditches or creeks located within this Subdivision without the approval of all federal, state, county or municipal authorities from whom approvals are required by law or in any way which could prohibit, impede, restrict or adversely alter the natural flow of surface water drainage. No permanent structure or building permitted on any lot within this Subdivision shall be erected or maintained within any designated easement area. An easement is hereby granted for use in case of emergency by emergency vehicles and personnel over and upon the 20' Drive Easements shown on the Plat and, to the extent necessary, on any lot.
9. STORAGE, REPAIR OR MATERIAL ALTERATION OF MOTOR VEHICLES. The repair or storage of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any lot within this Subdivision unless entirely within a garage permitted to be constructed by these Plat Covenants, Conditions and Restrictions.

10. SIGNS. No sign of any kind shall be displayed to the public view on any lot within this Subdivision except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising any such lot or the improvements thereon for sale or rent, or signs used by a builder or developer to advertise a lot or any improvements constructed thereon during construction or the sales period.
11. RIGHT OF ENFORCEMENT. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, E & F Realty Co., its nominee, successors and assigns, the persons in ownership from time to time of the lots in this Subdivision and all parties claiming under them and the Department of Metropolitan Development of Indianapolis, Marion County, Indiana shall all have the right to enforce the covenants, conditions and restrictions contained herein or in the Declaration of Covenants, Conditions and Restrictions of Sherman Oaks III, and pursue any and all remedies, in law or equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein or in the Declaration, and shall be entitled to recover reasonable attorneys fees and other costs and expenses incurred as a result thereof.
12. GENERAL. These Plat Covenants, Conditions and Restrictions may be amended or changed upon the express written approval of the fee simple owners of at least a majority of the lots in this Subdivision, which amendments or changes shall become effective upon recordation of the same in the Office of the Recorder of Marion County, Indiana. These Plat Covenants, Conditions and Restrictions shall run with the land and shall be binding upon all parties claiming under them for a period of twenty (20) years from the date of recordation in the Office of the Recorder of Marion County, Indiana, and shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten (10) year period they are amended or changed in whole or in part as hereinabove provided. Invalidation of any of these Plat Covenants, Conditions and Restrictions by judgment or decree shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, E & F Realty Co., by Franklin L. Jackson, General Partner, has caused these Plat Covenants, Conditions and Restrictions to be executed this 10 day of December, 1980.

E & F REALTY CO.

By: 
Franklin L. Jackson,
General Partner

