PHASE II, SECTION 3

CARSON CITY, INC., an Indiana Corporation, being the owner of all real estate platted as Southern View, Phase II, Section 3, an addition to the City of Indianapolis, Marion County, Indiana, does hereby dedicate forever for public use all the streets and ways shown on said plat, and the easements shown on the recorded plat are hereby reserved for the purposes thereon indicated.

Said owner does also hereby establish the following conditions, covenants, and restrictions to govern the use and occupancy of the lots in said addition:

A. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than a dwelling not to exceed 2 & ½ stories or thirty-five (35) feet, in height and must include a private attached garage for not less than one (1) car nor more than three (3) cars.

B. No building shall be located nearer to the front lot line, nor nearer to a side street line, than the building setback lines shown on the recorded plat, and in any event, no building shall be located on any building lot nearer than twenty-five (25) feet to the front lot line or side street line, nor nearer than five (5) feet to any side property line.

C. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevation between two (2) and six (6) feet above the roadways 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 them at points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the street property lines extended.

The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line, with the edge of a driveway or alley pavement.

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 such sight lines. No fence or shrub planting (trees excepted) of over 36" in height shall be permitted on any lot from front lot line to building setback line.

D. No noxious or offensive trade or activity shall be permitted upon any lot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood.

E. No trailer, tent, shack, or other out building erected on any lot in the addition shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

F. All lots in this subdivision shall be designated as residential lots. Only one single family dwelling not exceeding two and one half (2½) stories or thirty-five (35) feet in height with the usual accessory buildings shall be erected or maintained on any lot in this subdivision.

G. No residence shall be erected on a lot within the subject real estate should same be platted which has a ground floor area exclusive of garage less than 900 square feet if a one story structure, or if a multi-story structure then a minimum of 900 square feet for each story in such building.

H. All driveways built on any lot in this addition shall be paved. A four (4) foot concrete public sidewalk parallel to the street(s) shall be installed by buyer concurrent with the installation of driveway(s). Provided, however, in any event, buyer shall install said sidewalk(s) no later than one year from date that premises are deeded to him.

I. No building, wall, fence, or other structure shall be erected, or placed on any building plot in this addition until plans and specifications of such building, wall, fence, or other structure and the plat plan showing the location of the same, have been approved in writing as to the conformity and harmony of external design with existing structures in said addition, and as to location of such structure or structures with respect to topography and finished ground elevation, by a committee to be appointed by the owner. Said committee may be abolished at any time at the owner's discretion, provided a written document is recorded accordingly.

The foregoing covenants, restrictions and conditions shall run with the land and shall be binding upon all parties owning, or claiming any interest in, any lot, or part thereof, in said addition, and all persons claiming under them until January 1, 1991, at which time they shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots of the addition, it is agreed to change or abolish said covenants in whole, or in part.

If any parties owning or claiming an interest in any lot, or part thereof, in the addition, or any person or persons holding under them, or occupying any lot, or part thereof, violate any of the covenants herein, it shall be lawful for any person, or persons, owning any real estate in said addition to prosecute any proceedings at law, or in equity against the person, or persons, violating or attempting to violate any such covenants, either to prevent him, or them, so doing, or to recover damages therefor.

Invalidation of any one of these covenants by judgement, or decree of court, shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

The right of enforcement of these covenants is hereby granted to the DEPARTMENT OF METROPOLITAN DEVELOPMENT OF MARION COUNTY, its successors or assigns.

I, the undersigned, hereby certify that the within plat is believed to be true and correct, representing a part of the Northeast Quarter and part of the Southwest Quarter of Section 3, Township 14 North, Range 4 East, Marion County, Indiana, described as follows:

Beginning at the northeastern corner of the Southwest Quarter of said Section Three; thence South 0° 05' 45" West, along the eastern line of the Southwest Quarter of said Section Three, 620.30 feet; thence South 88° 54' 26" West, 405.09 feet; thence North 0° 05' 46" East, crossing into the Northwest Quarter of said Section Three, 557.43 feet; thence North 12° 37' 53" West, 144.04 feet; thence North 28° 07' 30" West, 145.43 feet; thence North 29° 11' 00" West, 230.09 feet; thence North 39° 19' 00" West, 77.79 feet; thence North 10° 36' 45" West, 148.03 feet; thence North 4° 22' 00" West, 246.69 feet; thence North 88° 54' 26" East, 666.74 feet to the eastern line of the Northwest Quarter of said Section Three; thence South 0° 08' 48" West along the eastern line of the Northwest Quarter of said Section Three, 978.11 feet to the point of beginning, containing 18.36 acres, more or less, also containing 73 lots.

The above bearings are based on Deed Records.

Subject to all legal highways and/or rights of way.

This subdivision consists of 73 lots numbered 104 through 177, with streets as shown hereon. The size of the lots and widths of the streets are shown in figures denoting feet and decimal parts thereof.

WITNESS my signature this 19th day of July 1977.

John E. Fisher, L.S. 80025
1520 Main Street
Lafayette, Indiana 47905
Telephone: (317) 448-1535

IN WITNESS WHEREOF, Carson City, Inc., by John E Smith, President, and James C. Hilligoss, Assistant Secretary, have hereon caused its and their names to be subscribed this 3rd day of August 1978.

CARSON CITY, INC. BY: _____
John E Smith, President

ATTEST: James C. Hilligoss
James C. Hilligoss, Asst. Sec.

STATE OF INDIANA } SS: Before me, a Notary Public in and for said County and State, personally appeared Carson City, Inc., by John E Smith, its President, and James C. Hilligoss, Assistant Secretary, and acknowledged the execution of the above foregoing instrument as its voluntary act and deed.

Witness my signature and notarial seal this 3rd day of August 1978.

My Commission expires 2-10-81

Notary Public Mary Dehnn Nipple
MARY DEHNN NIPPLE

84418
FILED
MAY 19 1979

APPROVED THIS 19TH
DAY OF MAY 1979
AUDITOR OF MARION COUNTY
DRAFTSMAN

MARION COUNTY AUDITOR

Rev. 11-15-77

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