

CARRIAGE ESTATES, FIFTH SECTION
INSTRUMENT #64-62134
RECORDED NOVEMBER 30, 1964
RESTRICTIONS

The streets if not heretofore dedicated, are hereby dedicated to public use.

There are strips of ground marked utility strips shown on this plat which are hereby reserved for public utilities, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. Purchasers of lots in this subdivision shall take title subject to the easements hereby created and subject at all times to the rights of proper authorities to service the utilities and the easements hereby created, and no permanent structure of any kind, and no part thereof, except fences, shall be built, erected or maintained on said "Utility Strips".

The lots in this subdivision and the use of the lots in this subdivision by present and future owners or occupants shall be subject to the following conditions and restrictions, which shall run with the land.

1. Front building lines are hereby established as shown on the within plat, between which lines and the property lines of the several streets shall be erected and maintained no permanent or other structures, or parts thereof, except fences.

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

3. No residence shall be erected or maintained on any lot in this

addition having a ground floor area of less than 1200 square feet, if a one story structure, or 800 square feet in the case of a higher structure.

4. Every building or part thereof shall be so located as to provide a side yard on each side of said building equal in width to fifteen (15%) percent of the width of the lot at the building setback line or twenty (20) feet, whichever is the lesser, except that in case where the same person or persons own two adjoining lots not separated by a Utility Strip as shown on the plat, then this restriction shall apply to the lot lines of the extreme boundaries of the multiple lots.

5. No trailer, tent, shack, basement, garage or temporary structure of any kind shall be used for temporary or permanent residential purposes on any of these lots. No obnoxious or offensive trades shall be carried on upon any lot or lots in this addition, nor shall anything be done thereof which shall be or become a nuisance to the neighborhood.

6. 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, from the intersection of the street lines extended. The same sightline limitation shall apply to all lots within 10 feet from the intersection of the street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

7. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans specifications and plot plan showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures in this subdivision, and as to location of the building with respect to the topography and finished ground elevation by Robert K. Yeager, or by a representative or representatives designated by him. If said committee shall fail to act upon any plans submitted for its approval within 30 days, then the owner may proceed with the building plans submitted, provided such plans are not contrary to these covenants. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

8. The right to enforce each and all of the limitations, conditions and restrictions set forth herein, together with the right to cause the removal of any building erected or altered in violation thereof by injunction or other legal process is hereby reserved to each and every owner of the several lots in this subdivision, their grantees and assigns, who shall be entitled to such injunctive relief without being required to show any damages, together with reasonable attorney's fees. The Metropolitan Plan Commission of Marion County shall also have the right of enforcement of all the foregoing covenants.

9. These restrictions constitute covenants running with the land and shall be in effect for a period of 25 years from date, provided that at the expiration of such term these restrictions shall be automatically renewed thereafter for periods of 25 years each, unless at least one year prior to the expiration of each 25 year period, the owner or owners of a majority of the lots in this addition shall execute and acknowledge a declaration in writing waiving renewals and said written declaration shall be recorded in Land Records of Marion County, Indiana, in which event the provisions above set for renewals shall be null and void.

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