

COLLEGE PARK - SECTION THREE
INSTRUMENT #68-50808
RECORDED OCTOBER 7, 1968
RESTRICTIONS

- A. Street Dedication: All streets shown and not heretofore dedicated are hereby dedicated to the public for its use.
- B. Use: All numbered lots in this Addition shall be designated as residential lots. Only one single family dwelling with accessory building and not exceeding 2-1/2 stories in height may be erected or maintained on said lots. Minimum ground floor area shall be 1200 square feet for one story and 800 square feet for two story house exclusive of garages, open porches and breezeways.
- C. Building Lines: Front and side building lines are established as shown on this plat between which line and the property lines of the streets, no structure shall be erected or maintained. No fence, wall, hedge or shrub planting which obstructs sight lines at elevation 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 sighting limitation 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 trees shall be permitted to remain within such distances of such intersection unless foliage line is maintained at sufficient height to prevent obstruction of sight line. No wooden or wire fence shall be permitted to extend forward of the established building lines. No residence shall be erected closer than 7 feet to any side lot line and shall have a total side yard of not less than 19 feet. No residence shall be built closer than 20 feet to the rear lot line.
- D. Prohibited Use: No trailer, tent, shack, basement, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residential purposes on any lot in this Addition and no boat, trailer or camper of any kind (including but not in limitation thereof, house trailers, camping trailers, or boat trailers) shall be kept or parked upon said lot except within a garage or other approved structure.
- E. Signs: No sign of any kind shall be displayed to the public view on any dwelling lot, except one sign, not more than five square feet, advertising the property for sale or rent, or signs used to advertise a property during the construction and sale.
- F. Accessory Buildings and Uses: Not more than one detached accessory building, not to exceed 30' X 30' in dimension, shall be erected on any residential lot, and such accessory building shall be situated on the rear half of the lot no closer than five feet to the side or rear lot line. The ground floor area of all buildings on each lot shall not exceed 30 per cent of the total lot area.
- G. Motor Vehicles: All motor vehicles belonging to members of a household shall have permanent parking spaces in garages or carports and no disabled vehicles shall be openly stored on any residential lot. Only passenger cars and station wagons shall be regularly parked in residential areas.
- H. Trash and Waste: All trash, garbage and refuse stored outside any building shall be stored in covered receptacles to the rear of principal buildings and screened from view.
- I. Lot Maintenance: At no time shall any lot or parcel be stripped of its top soil, trees, or allowed to go to waste by being neglected, excavated, unmowed, or having refuse or trash thrown or dumped upon it. No lumber, brick, stone, cinder block, concrete block or other materials used for building purposes, shall be stored upon any lot more than a reasonable time for the purpose in which they are to be used to be completed.
- J. Swimming Pools: Private swimming pools may be constructed only on the rear half of any residential lot, no closer than 20 feet to any side or rear lot line, and shall be enclosed by a substantial protective barrier at least five feet in height, which shall be adequate to protect persons, children or animals from danger or harm, and shall be equipped with a self-closing, self-latching gate. Further, a buffer landscape screen shall be maintained between pool and adjoining properties.
- K. Nuisance: 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.
- L. 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.
- M. Easements: There are strips of ground as shown on the within plat marked "Drainage Easements" (D.E.); "Sewer Easements" (S.E.) and "Utility Easements" (U.E.) either separately or in any combination of the three which are reserved for the use of the public utility companies and governmental agencies, as follows: "Drainage Easement" (D.E.) are created to provide paths and courses for area and local storm drainage, either overlaid or in adequate underground conduit, to serve the needs of this and adjoining ground and/or the public drainage system. No structure, including fences, shall be built upon said easement which will obstruct flow from the area being served. "Sewer Easements" (S.E.) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county for the purpose of installation and maintenance of sewers that are part of said system. "Utility Easements" (U.E.) are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires; and also, all rights and uses specified for sewer easement above designated. The owners of all lots in this addition shall take title subject to the rights of the public utilities, governmental agencies, and the rights of the other lot owners in this addition, to said easement herein granted for 1 acre and excess in, along and through the strips of ground for the purposes herein stated.
- N. Design Restriction: No residence or outbuildings may be erected on the above described property for a period of twenty (20) years from the date hereof, until the plan, elevation, and grade thereof have been approved by "College Properties, Inc.", its nominee, successors or assigns, nor shall any change or alteration be made in the exterior design of any such residence or outbuilding after the original construction thereof, and during the said period of time, until approval thereof has been given by "College Properties, Inc.", its nominees, successors or assigns, and during said period of time, no fences or walls may be erected on the above described property without such approval; provided, however, such approval shall be presumed unless notification in writing to the contrary has been provided by College Properties, Inc., its nominee, successors or assigns, within fifteen (15) days following submission of any such plans.
- O. Enforcement: 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 structures erected or maintained in violation thereof is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs or assigns, who shall be entitled to such relief without 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. Said provision shall be in full force and effect until August 15, 1989, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a 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 judgment of court order shall in no wise effect any one of the other provisions which shall remain in full force and effect.
- P. Common Properties: The areas designated "Common Properties"; and/or "Common Properties-Pedestrian Easement" in this addition shall be devoted to the common use and enjoyment of the owners of lots of land in this Addition of College Park and various sections thereof presently platted or to be platted at a later date. Ownership, management and control over "Common Properties and/or "Common Properties-Pedestrian Easements" shall be exclusively exercised by College Park Club, Inc., an Indiana Non-Profit Corporation, in accordance with its Charter, By-Laws and a certain Instrument entitled "Declaration of Covenants and Restrictions" recorded as Instrument No. 68-22374 in the Office of the Recorder of Marion County, Indiana, and all addendums thereto. Each owner of every lot in this addition shall as a condition precedent to ownership covenant and agree to pay monthly charges to College Park Club, Inc. in accordance with the Articles of Incorporation, By-Laws and the Declaration of Covenants and Restrictions and Addendums thereto.
- Q. Covenants Run With Land: The foregoing covenants, limitations and restrictions are to run with the land and are binding on all parties and persons claiming under them.