

RESTRICTIONS

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

There are strips of ground five (5) feet in width as shown on this plat and marked "Utility Strip" which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines and wires, subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent or other structure are to be erected or maintained upon said utility easements, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, said rights also including the right of ingress and egress, in, along and thru said utility easements, and to the rights of the owners of the other lots in this Addition.

Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets shall be erected or maintained no building or structure other than open unenclosed, one-story porches.

No building structure or accessory building shall be erected closer to the side line of any lot than 15', except lots 1-14 being 20', or 15 percent of the width of the lot at the building line whichever is the lesser, except fences. Where buildings are erected on more than one single lot, this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling not to exceed 2½ stories in height and a private garage for not more than 2 cars and residential accessory buildings.

The ground floor area of the main structure exclusive of one-story open porches and garages, shall not be less than 900 sq. ft., except lots 1-14 shall be 1200 sq. ft., in the case of a one-story structure nor less than 800 sq. ft. except lots 1-14 which shall be 1000 sq. ft. in the case of a 2 or 2½ story structure, provided no structure of more than one-story shall have less than an aggregate of 900 square feet, except lots 1-14 which shall be 1200 sq. ft. of finished and liveable floor area.

No Hotel building, boarding, Mercantile or factory building or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.

No trailers, tents, shacks or outhouses of any kind shall be erected or situated on any lot, herein, except that for use by the builder during the construction of a proper structure necessary for housing his materials and tools.

No farm animals, fowls, or pets or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision.

No fence shall be erected on or along any lot, the purpose or result of which will be to obstruct reasonable vision, light, or air; and all fences shall be kept in good repair and erected reasonably, so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence shall be erected between the front property lines and the building set-back line other than a fence of decorative nature not exceeding three (3) feet six (6) inches in height.

No private or semi-private water supply and/or sewage disposal system may be located upon or adjacent to any lot in this subdivision, which is not in compliance with regulations or procedure as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank or absorption field shall be located or constructed except as approved by said Health authority, nor shall any other method of sewage disposal be installed or used on any lot or lots herein.

No fence, wall, hedge, shrubs or other planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines, or in the case of a rounded corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet of the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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 as to the conformity and harmony of external design with existing structures herein, and as to the location of the building with respect to topography and finished ground elevation, by a committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representative. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. If the committee shall fail to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed with the building according to the plans as approved. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

All lots in this subdivision shall be improved with three (3) deciduous type shade trees.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions, it shall be lawful for any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until July 1, 1976, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the lots in this subdivision, it is agreed to change said covenants in whole or in part.

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.