

Garden Court Village

Second Section

216, Book 26

I, the undersigned hereby certify that the within plat is true and correct and represents a subdivision of Blocks A and B, South of 20th Street in Garden Court Village 1st Section, an Addition to the City of Indianapolis, Indiana, and recorded in plat book 26, page 121 in the office of the Recorder of Marion County, Indiana.

The size of lots and width of streets are shown on the within plat in figures, denoting feet and decimal parts thereof. This subdivision consists of 66 lots, numbered from 164 to 229, both inclusive and public ways as shown on the within plat. Cross cut top monuments 4 inches square and not less than 16 inches long has been placed as shown on the within plat.

Witness the undersigned this 3rd day of June - 1944.

George F. Rober

REGISTERED ENGINEER #350 STATE OF INDIANA

We, the undersigned, Fidelity Trust Co., Trustee by J. Albert Smith its Vice President, and T. X. Lanahan its Secretary, do hereby certify that they have laid off, platted and sub-divided and do hereby lay off, plat and sub divide said real estate in accordance with the within plat. The within plat shall be known and designated as "Garden Court Village, Second Section, an Addition to the City of Indianapolis."

Streets shown, and not dedicated, are hereby dedicated to the public, and the parkway south of 20th street is so dedicated. Front and side building lines established as shown on this plat, between which lines, and the property lines of the streets, there shall be erected and maintained no structure other than open one-story porches.

There are strips of ground as shown on the within plat, marked "Utility Strips" reserved for the use of public Utilities, not including Street Car, or Transportation Companies, for the installation of poles, mains, ducts, lines and wires, sewers, subject at all times to the proper authorities, and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips, but such owners shall take their title subject to the rights of the utility companies, and to the rights of the other owners in this Addition.

Only one single family dwelling with a one or two car garage may be erected on any lot in this Addition, except that lots 33 to 66, both inclusive may accommodate one or two family dwellings with one or two car garages.

No building shall be erected on any lot nearer than 5 feet to any side lot line of interior lots. This side line restriction shall not apply to a garage located on the rear one-quarter of a lot. No structure shall be permitted nearer than 10 feet to the side street line.

No residential lot shall be re-subdivided into building lots having less than 6,000 square feet of area or a width of less than 50 feet each, at the front Building Line, nor shall any building be erected on any residential building lot having an area of less than 6,000 square feet or a frontage of less than 50 feet, at front Building Line.

The ownership, occupancy of lots or buildings in this Addition are restricted to the members of the white race. No negro, Mulatto, Japanese, Chinese, or person of any race, except members of the white race, shall acquire title to any lot or building in this Addition, or acquire the right to occupy any such lot or building or part of lot or building, as owner, tenant, roomer or otherwise, except that the white tenants of any lot or lots and residence building thereof may permit his or her domestic servant or servants not of the white race to occupy a room or rooms in his or her residence building during the time of such domestic service. If any person not of the white race shall occupy or attempt to occupy any lot or building or part of lot or building in this Addition, as owner, tenant, roomer or otherwise, except as a domestic servant of a white owner or a white tenant of a residence building, therein, such occupants enjoined by any court of competent jurisdiction at the suit of any owner or owners of any lot or building or lots or buildings or part of lot or building in this Addition.

No residence costing less than 3,000 dollars shall be erected on any lot in this Addition, and no residence shall be erected on any lot in this Addition, the ground floor square foot area of which is less than 700 square feet in the case of a one-story structure, nor less than 500 square feet in the case of a one and one-half or two-story structure.

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

No trailer, basement, tent, shack, garage, barn or other out-building erected on any lot shall at any time be used as a residence temporarily or permanently, nor shall any residence of any temporary character be used or permitted, and no outbuilding having a shed roof shall be erected on any lot in this Addition.

No structure shall be removed onto any lot unless it shall conform to and be in harmony with existing structures in this Addition.

No building shall be erected, placed, or altered on any building plot in this sub-division until the building plans, specifications, and plat plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the sub-division and as to location of the building with respect to topography and finished ground elevation, by a committee composed of T. E. Grinslade and C. O. Grinslade and, or by a representative designated by the members of said committee. 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. In the event said committee, or its designated representative fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and, or its designated representative, shall cease on and after January 1, 1946. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then recorded owners of a majority of the lots in this sub-division and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

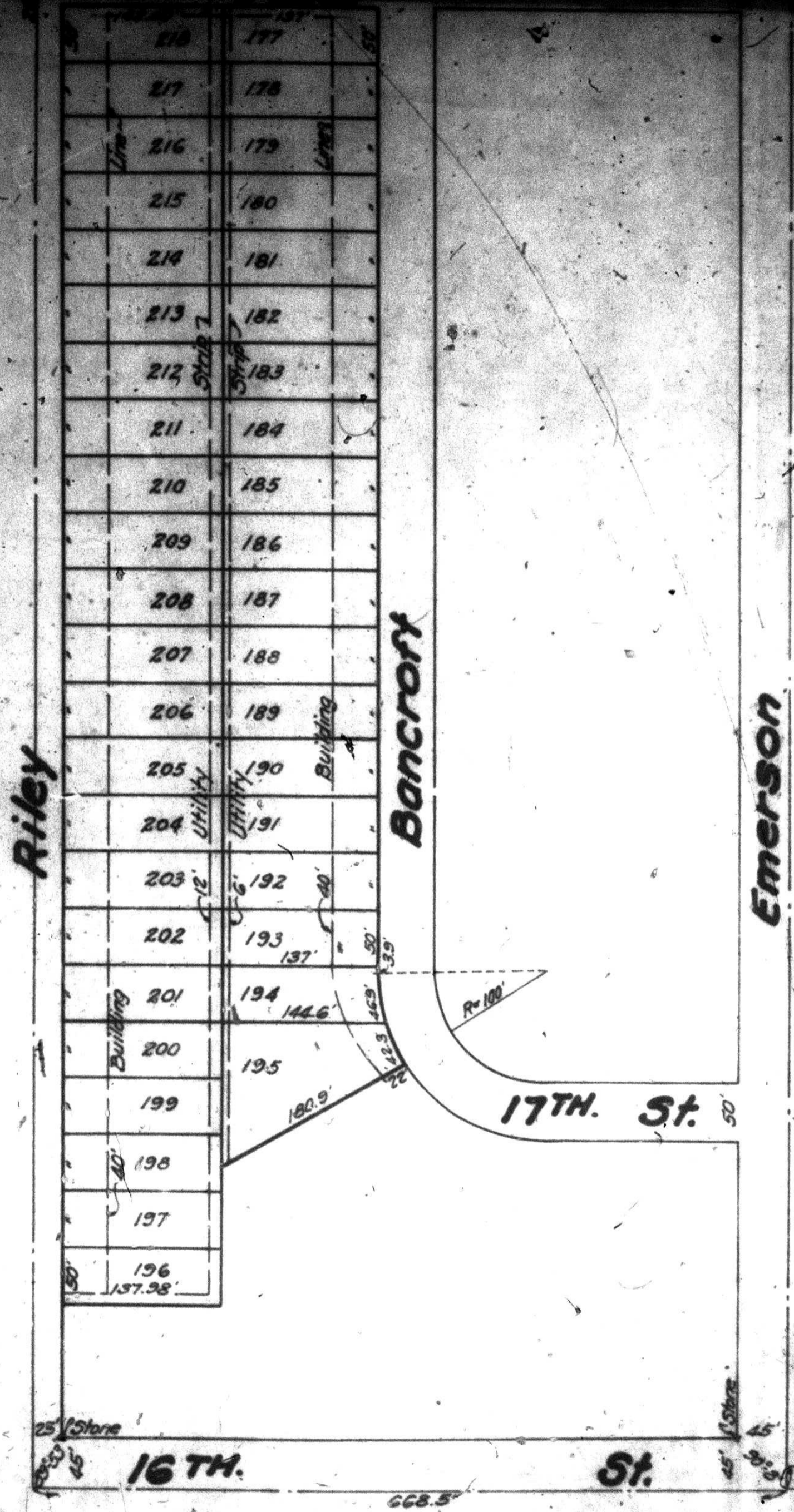
These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them, until January 1, 1967, at which time said Covenants shall be automatically extended for successive periods of 10 years, unless by vote of a majority of the then owners of the lots, it is agreed to change said Covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or their assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said development or sub-division 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 so doing, or to recover damages or other relief for such violation.

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

AVENUE

FOR TAXES
DUTY & EXCISE



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.

218. Book 26.

In witness whereof this 5th day of June 1944, Fidelity Trust Co. Trustee, has hereunto caused its name to be subscribed and its seal to be hereunto affixed and the same attested by the signatures of J. Albert Smith its Vice-president and T.X. Lanahan its Secretary.

FIDELITY TRUST CO., TRUSTEE

J. Albert Smith Vice-president

T.X. Lanahan Secretary

State of Indiana }
County of Marion } ss

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Fidelity Trust Co. Trustee, by J. Albert Smith its Vice-president and T.X. Lanahan its Secretary, and separately and severally acknowledged the execution of the foregoing, for its and their voluntary act and deed for the uses and purposes therein expressed.

My Commission Expires Feb 16, 1947

W. Marie Russell
Notary Public

APPROVED THIS 5th
DAY OF June 1944

CITY PLAN COMMISSION
CITY OF INDIANAPOLIS
John W. Whiston PRESIDENT
Otto S. Farger SECRETARY

DULY ENTERED
FOR TAXATION

APPROVED THIS 16
DAY OF June 1944

Arthur B. Henry
ARTHUR B. HENRY, CITY CIVIL ENGINEER

APPROVED THIS 16th
DAY OF June 1944

BOARD OF PUBLIC WORKS & SANITATION
Hubert ...
Walter ...
Joseph B. Wade

APPROVED THIS 8th
DAY OF July 1944

Robert S. Dueser
Marion County DRAFTSMAN

10:30

JUL 9 1944