

## LINCOLNWOOD - SECTION ONE

- A. All streets shown and not heretofore dedicated are hereby dedicated to the public.
- B. All numbered lots in the Addition are designated as residential lots. Only one single family dwelling with accessory building and not exceeding two stories in height may be erected or maintained on said lots.
- C. Front and side building lines are established as shown on this plat, between which lines and the property lines of the street, no structure shall be erected or maintained. 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 sight line limitations 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 tree shall be permitted to remain within such distance of such intersection unless foliage line is maintained at sufficient height to prevent obstruction of sight line.
- D. No one-story house having a ground floor area of less than 1,200 square feet shall be erected on any lot. No house with more than one floor having a ground floor area of less than 800 square feet, exclusive of open porches, garages and basements, shall be erected on any lot.
- E. No trailer, tent, shack, basement, garage, barn or other out-building 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 and boat trailers) shall be kept or parked upon said lot except within a garage of other approved structure.
- F. No noxious or offensive trade shall be conducted upon any lot in this Addition, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
- G. 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.
- H. Lot 11 shall have the right to Egress-Egress over a Frontal Road which runs through lots 63, 62, 60, and 61 in Section Two of Lincolnwood Addition. Said right is described in the covenants of the Plat of Lincolnwood Addition - Section Two.
- I. There are strips of ground designated on the within plat as drainage easements (D.E.), sewer easements (S.E.) and utility easements (U.E.). Such strips are reserved for the use of public utility companies and governmental agencies, as follows: Drainage easements (D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of this and adjoining ground and/or the public drainage

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system. No structure, including fences, shall be built upon said easements 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 purposes 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 for the installation and maintenance of mains, ducts, poles, lines, wires. The owners of all lots in this Addition shall take title subject to the easements hereby created and subject to the rights of utility companies and other proper authorities to service the drainage systems, sewers, mains, ducts, poles and wires to be located in such strips of ground for the purposes herein stated.

- J. No residence or outbuilding may be erected on the above described property for a period of twenty (20) years from the date hereof until the plan, elevation, location and grade thereof have been approved in writing by a majority of a committee composed of Oliver Hughey, William Hughey, Paul Hughey, 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 said period of time, until written approval thereof has been given by a majority of such committee. Further, no fence or wall may be erected on the above described property within said 20-year period without the written approval of a majority of the members of such committee. If one or more members of the committee shall die, the surviving member or members shall have authority to approve or disapprove all such plans, elevations, location, grades, changes, alterations, fences and walls. If all three members of such committee shall die prior to the expiration of said 20-year period, or if there shall be no competent member of such committee alive at any time during such 20-year period, then the record owners of a majority of the lots in this addition may designate in writing their authorized representatives, who thereafter shall have all of the powers as were previously delegated herein to the committee. Any such instrument signed by a majority of the lot owners shall be duly recorded among the land records of Marion County, Indiana. If the committee or designated representatives shall fail to approve or disapprove plans within fifteen (15) days after such plans have been submitted, no such approval shall be required.
- K. 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, and the Metropolitan Plan Commission, its 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 provisions shall be in full force and effect until March 1, 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. Invalidity of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.