

LUBLIANNA ADDITION - REPLAT

70 35576

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MARION H. HARTSHORNE
CLERK OF MARION COUNTY

PROTECTIVE COVENANTS

The undersigned Trygve T. and Mayda Gravelie, husband and wife; Chester H. and Rosie B. McHargue, husband and wife; and Rex H. and Frances F. Macy, husband and wife, owners of the real estate described in the foregoing Land Surveyor's Certificate, do hereby certify that they lay off, plat and subdivide the same in accordance with the within plat. This subdivision shall be known and designated as "Lublianna Addition - Replat".

1. The streets shown and not heretofore dedicated are hereby dedicated to the public as a right-of-way for public streets.
2. All numbered lots in this addition shall be designated as residential lots. Only one single-family dwelling with accessory building shall be permitted on any one lot.
3. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1700 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story.
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the plat. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line. Minimum side yard shall be seven feet with an aggregate of nineteen feet. No accessory building shall be located closer to any front or side lot line than the required minimum front and side yard distances for the primary dwelling. No accessory building shall be located closer to any rear lot line than ten feet, but in no case shall it encroach upon any easement.
5. No dwelling shall be erected or placed on any lot having a width of less than eighty feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet for a one-family dwelling.
6. The strips of ground marked "Utility and/or Drainage Easements", shown herein, are hereby reserved for the installation and maintenance of public utility poles, wires, conduits for gas, water, electric and telephone utilities, and sanitary and storm sewer, subject at all times to the proper civil authority and to the specific easement herein reserved. No permanent or other structure shall be erected or maintained upon said easements and all lot owners shall take their title subject to the rights of the utilities and to the rights of the other owners of lots in this subdivision.
7. No trailer, tent, shack, garage, barn or other temporary structure erected or placed in this subdivision shall be at any time used as a residence, temporarily or permanently, nor shall any other structure of a temporary nature be used as a residence.
8. No noxious or offensive trade or activity shall be carried on upon any lot in this subdivision, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No alcoholic beverage or malt or vinous liquor shall be made or sold upon any lot in this subdivision.
9. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the ground shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line 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 property 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 trees shall be permitted to remain within such distance of such intersection, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.
10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
13. The right of enforcement of these covenants is hereby granted the Department of Metropolitan Development of Marion County, Indiana, its successors or assigns.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1st, 1995, at which time said covenants and restrictions shall be automatically extended for successive periods of ten years, unless changed by a vote of the majority of the then owners of building sites covered by these covenants and restrictions, which shall remain in full force and effect. The right to enforce these provisions by injunction together with the right to cause removal by due process of law of any structure or any part thereof erected or maintained in violation hereof, is hereby dedicated to the public and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns, except as provided in Covenant 13 above. Invalidity 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.

Witness our hands and seals this 19th day of June, 1970.

Trygve T. Gravelie
Trygve T. Gravelie

Mayda Gravelie
Mayda Gravelie

Chester H. McHargue
Chester H. McHargue

Rosie B. McHargue
Rosie B. McHargue

Rex H. Macy
Rex H. Macy

Frances F. Macy
Frances F. Macy

Robert E. Moore, Jr.
Robert E. Moore, Jr.

Maryje A. Moore
Maryje A. Moore

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned Notary Public in and for the County and State, appeared Trygve T. and Mayda Gravelie; Chester H. and Rosie B. McHargue; and Rex H. and Frances F. Macy and each acknowledges the execution of the foregoing instrument as his voluntary act and deed for the purposes therein expressed.

Witness my hand and Notarial Seal this 19th day of July, 1970.

Georgia W. Nuckels
Notary Public

My Commission Expires: GEORGIA W. NUCKELS, Notary Public
My Commission Expires 8-11-71



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FILED

AUG 17 1970

Edward H. Hoffmann, Jr.
MARION COUNTY CLERK

APPROVED THIS 17th DAY OF August 1970
AUDITOR OF MARION COUNTY
R. M. DeWitt DRAFTSMAN

This instrument prepared by Richard N. Stooppelwerth, Stooppelwerth and Associates, Indianapolis, Indiana.

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