



## **Chicago Title Insurance Company**

Indianapolis Metro Offices

Telephone (317) 684-3800



### **Covenants And Restrictions**

## **SOUTH RIDGE VILLAGE SEC 4**

**(Marion County, IN)**

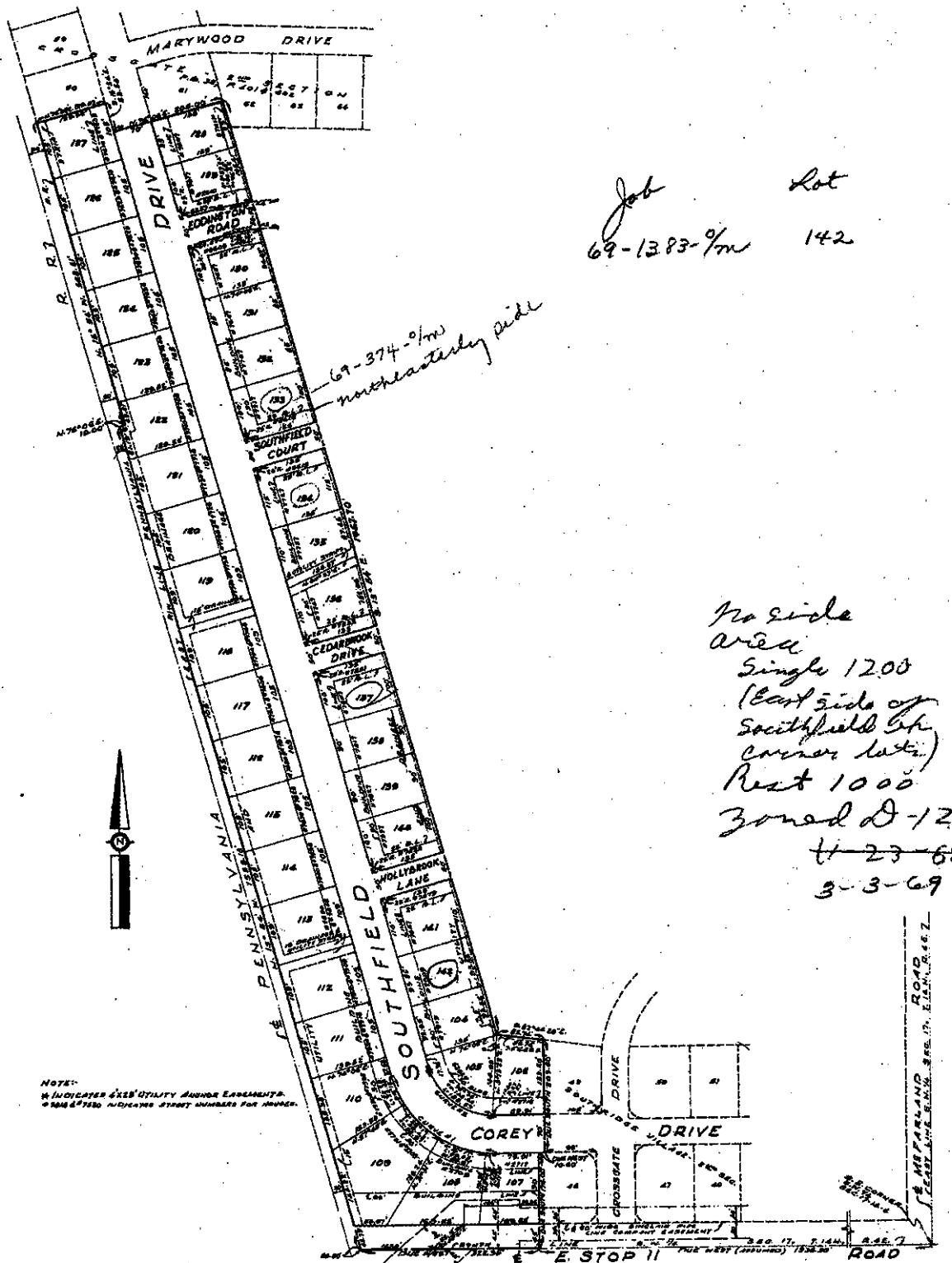
***The materials made available here are for general information only and should NOT be relied upon for making any major or final decisions with respect to any of the properties referenced.***

***The most current and up-to-date copies of Covenants, Restrictions or other Data relative to any property should be obtained from the current governing body of the Subdivision (generally the Home Owner's Association) if applicable. Chicago Title makes NO representations or warranties with respect to any of the materials contained herein.***

**DOS=8-10-09**

SOUTHRIDGE VILLAGE, FOURTH SECTION

INSTRUMENT #67-39404



Pioneer National Title Insurance Company

UNION TITLE DIVISION

SOUTHRIDGE VILLAGE, FOURTH SECTION

INSTRUMENT #67-39404

RECORDED AUGUST 21, 1967

RESTRICTIONS

1. Front building lines are hereby established as shown on the preceding plat, between which lines and the property lines of the several streets shall be erected and maintained no permanent or other structures, or parts thereof, except fences.
2. There shall be no two-family dwellings on the east side of Southfield Drive, except on the corner lots. The remaining lots on the east side of Southfield Drive shall be for single family residences only, having a minimum floor area of 1200 square feet.
3. The exteriors, except gables or dormers, of all single family and two-family dwellings in the area shall be of brick, stone or other suitable masonry material. There shall be no exteriors of masonry shingles or stucco.
4. All driveways in the area shall be of either concrete or hot bituminous asphalt construction.
5. The minimum floor area for each side of a two-family dwelling shall be 1000 square feet.
6. Doubles located on the east side of Southfield Drive on the corner lots shall be constructed so that the entrance to each unit of a double faces a different street.
7. No trailer, tent, shack, basement, garage or temporary structure of any kind shall be used for temporary or permanent residential purposes on any of these lots. No obnoxious or offensive trades shall be carried on upon any lot or lots in this addition, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
8. 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 sightline limitations shall apply to all lots 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 distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
9. The right to enforce each and all of the limitations, conditions and restrictions set forth herein, together with the right to cause the removal of any building erected or altered in violation thereof by injunction or other legal process is hereby reserved to each and every owner of the several lots in this subdivision, their grantees and assigns, who shall be entitled to such injunctive relief without being required to show any damages, together with reasonable attorney's fees. The Metropolitan Plan Commission of Marion County shall also have the right of enforcement of all of the foregoing covenants.
10. These restrictions constitute covenants running with the land and shall be in effect for a period of 25 years from date, provided that at the expiration of such term these restrictions shall be automatically renewed thereafter for periods of 25 years each, unless at least one year prior to the expiration of each 25 year period, the owner or owners of a majority of the lots in this addition shall execute and acknowledge a declaration in writing waiving renewals and said written declaration shall be recorded in Land Records of Marion County, Indiana, in which event the provisions above set forth for renewals shall be null and void.
11. 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.