

RESTRICTIONS

CHAR-LE-SUMAC ESTATES ADDITION 4TH SECTION

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- C. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height.
- D. No traylor, basement, shack, tent, garage, barn or other out-building erected on any lot at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor permitted upon any lot in this subdivision.

No building shall be erected, placed or altered, owned, used, occupied or moved upon any lot in this subdivision until building plans, specifications and plot plans for all structures proposed to be erected thereon, showing location of such building, have been approved in writing as to conformity and harmony of external design with existing structures in this subdivision, location of the building with respect to topography and finish ground elevation, materials to be used, by a committee composed of Victor M. Adams and Bonnie C. Adams, or by a representative designated by a majority of 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, specifications and location, or to designate a representative with like authority in the event such committee or its representative fails to approve or disapprove design, specifications and location within 30 days after such plans and specifications and location have been submitted to it, or in any event, if no suit to enjoin the erection, placing, altering, owning, using, occupying or moving such building has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with, neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative shall cease on or after January 1, 1966. 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 owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers exercised previously by said committee.

No residential structure erected on any lot or lots in this subdivision, exclusive of one-story open porches and garages, shall have not less than 1200 square feet of floor area in the case of a one-story structures, nor less than 900 square feet of floor area, on the main floor in the case of a one and a half, two or two and a half story structure.

No lot shall be subdivided into two or more lots nor shall any lot in this subdivision be reduced in size below the dimensions shown on this plat.

No industry, commercial enterprise, raising or harboring live-stock furbearing animals or poultry of any description or any other than residential use for one single family shall be permitted in any building structure or accessory building, or on any lot in this subdivision.

No noxious or offensive trade or activity 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.

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Actual construction work on any dwelling or accessory building shall commence within one month after a basement is dug or building material of any kind is delivered on any building site in this subdivision and completed within six (6) months, unless an extension is applied for, and approved by the committee, in writing.

All lawns shall be finished graded and seeded within sixty (60) days after completion of the construction of the principal building. All weeds shall be kept eradicated or mowed. All gardens shall be restricted to the rear one-half of each lot and shall be limited to the truck garden type of produce.

These covenants shall run with the land and shall be binding on all owners, heirs and assigns until January 1, 1991, at which time said covenants shall be automatically extended for successive periods of 10 years unless by a vote of a majority of the then owners of lots in this subdivision it is agreed to change such covenants in whole or in part.

All lots in this subdivision shall conform to Marion County R-2 Building Restrictions.

If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for persons owning any real property situated in this subdivision to cause the removal of any structure of part thereof maintained in violation hereof or 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 damage or other dues for such violation.

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