

## RESTRICTIONS

## DELAWARE TRAILS SECOND SECTION

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Recorded 2/17/56

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These covenants are to run with the land and shall be binding on all parties and all parties claiming under them until January 1, 1981, at which time said covenants shall be automatically be extended for the successive periods of ten years unless by a vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part. An owner may cast one vote for each lot owned.

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 real estate situated in said development or subdivision 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 dues for such violation.

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.

A. All lots in this tract shall be described as residential lots and no structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one half stories in height and a private garage for not more than three cars.

B. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structure in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Joseph S. Dawson and Robert L. Dawson 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 shall have 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, fail 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 the 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 its designated representative, shall cease on and after January 1, 1976. Thereafter, the approval described in the covenant shall not be required unless, prior to said date and effective thereof, a written instrument shall be executed by the recorded 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 previously exercised by said committee.

C. No building shall be located nearer to the front lot line or nearer to the side street line than the building set-back lines shown in the recorded plat. No building shall be located nearer than ten feet to any side lot line.

D. No residential structure shall be erected or placed, on any building plot which point has an area of less than 20,000 square feet, except lots Nos. 199, 200, 201, 202 and 203 which shall have a minimum of 24,000 square feet or a width of less than the width at the set-back shown on the recorded plat for each separate recorded lot.

E. 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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- F. No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall at anytime be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- G. The ground floor area of the main structure for Lots Nos. 199, 200, 201, 202 and 203 shall be not less than 1500 square feet for one-story, 1000 square feet for 1-1/2, 2, two and one-half stories; for Lots Nos. 91 to 198 inclusive, the areas shall not be less than 1200 square feet for one-story, 800 square feet for 1-1/2, 2 and 2-1/2 stories.
- H. There are strips of ground 2, 5, 7.5, 10, 15 and 20 feet in width as shown on the within plat reserved for the use of public utility companies (not including transportation companies) for the installation and maintenance of poles, wires, mains, ducts and drainage purposes, subject at all times to the authority of the Marion County Planning Board and to the easement herein reserved. No permanent or other structures shall be erected thereof, by the owners of such lots, but such owners shall take their titles subject to said easement herein granted and reserved for ingress and egress, in, along, across and through the several strips of ground aforesaid.
- I. All septic tanks built and constructed on any lot in said addition shall be in conformity with and meet the specifications and requirements established by the Indiana State Board of Health from time to time for the construction of septic tanks and finger systems thereto.
- J. There is a 50 foot drainage easement for the Howard Johnson Ditch in which no poles or structures of any kind may be installed or maintained.