

317 554 7559 P. 02
3778

GOLF VIEW MANOR

RESTRICTIONS

Plat Book 27
Page 202 & 203

All lots in this addition shall be 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 any platted lot therein.

Except as hereinafter specified, no building shall be erected, altered placed or permitted to remain on any building plot in this subdivision until the external design and location thereof have been approved in writing by a majority in number of the committee, of three which shall be appointed or elected by the owner or owners of record from time to time of the legal title to a majority of the lots which are subject to the covenants herein set forth. If the committee fails to approve or disapprove such design or location within 10 days after such plans have been submitted to it, then such approval will not be required. The completion of construction, alteration or placement of a structure for thirty days shall be construed as prima facie evidence of committee approval. Committee members may be persons or corporations acting by representatives, and may be appointed or elected by a majority vote of those lot owners present at a meeting (convened on call of the owner or owners of a majority of said lots or on call of any member of the committee after 3 days constructive notice given by one publication in any Indianapolis daily newspaper), or by writing signed by the owner or owners of a majority of said lots. Committee members shall hold office until they shall respectively die, resign, or become incapacitated. The Committee may act by resolution adopted by a majority of its members at a meeting, or without a meeting, by a writing signed by any two members. Submission of plans to any member of the committee, shall constitute submission to the committee meeting. Committee members shall serve without compensation. Anything herein to the contrary notwithstanding in the absence or incapacity of 2 members of the committee, the remaining member present shall have full power and authority to act in the premises.

No residence shall be erected or maintained in this addition having a ground floor area of less than 700 square feet, if a one-story structure or 550 square feet if a one and one-half or two story structure. No residence shall be erected costing less than 4,000 dollars.

No trailor, tent, shack, basement, garage or temporary structure of any kind shall be used for temporary or permanent residential purposes on any lot in this addition.

GOLF VIEW MANOR RESTRICTIONS: Plat Book 27, Page 202 & 203

Until such time as sanitary sewers are available for use in this addition, no sewage disposal method may be installed or maintained except a sanitary septic tank and adequate absorption bed or type and construction approved by the Indiana State Board of Health in writing, such approval to be obtained for any and all lots, either separately or collectively, and no other sanitary provision or device shall be employed or permitted to remain on any lot in this addition, except that where a proper sanitary septic tank has been installed prior to the availability of a sanitary sewer system, said septic tank may be maintained and there is no obligation to connect to said sanitary sewer system.

No noxious or offensive trade shall be carried on upon any lot in this addition, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

No person or persons of any race or mixture thereof other than the white race shall own, use or occupy any lot in this addition excepting however, a domestic servant not of the white race may occupy room or rooms with a tenant or owner belonging to the white race while in the employ of said owner or tenant.

No building shall be erected nearer to the front lot line or nearer to side street lines than building set-back lines as shown on this plat. Between property lines and building set-back lines there shall be erected and maintained no structure other than an open one-story porch. No building shall be erected nearer than 4 feet to any side line of any lot in this addition.

In the case where the same person or persons own two adjoining lots, such owner may build a residence or dwelling house or appurtenant garage across the dividing line or to coincide therewith; provided that in no case shall any residence be erected nearer than 8 feet to any other residence.

No lot or lots in this subdivision shall be resubdivided into building plots which would have an area of less than 9,000 sq. feet.

No lots shall be sold and no structure shall be erected in this addition until the street between the two intersecting streets on which the lot fronts has been improved in accordance with the drainage, grade and cross section approved by the Board of Public Works and on file in the office of the City Plan Commission of Indianapolis, Indiana.

The streets shown shall be maintained by the plattee until 51% of the lots have been sold, deeds transferred and structures erected.

The right to enforce the foregoing provisions, restrictions and covenants by injunction, together with the right to cause removal by due process of law of any (septic tanks, absorption bed, or) structure, erected or maintained in violation thereof, is hereby dedicated to the public and reserved to the owners of the several lots in this addition, their heirs 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 thru any such violation or attempted violation, said provisions shall be in full force and effect until January 1970, at which time said covenants shall be automatically extended for successive periods of 10 years at a time unless on or before the first day of January 1970, or on or before the expiration of each 10 years period a vote of the majority of the then owners of the lots agrees to change and does change the said covenants in whole or in part.

Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect regardless of such invalidation.