

Keep in key folder # 3673

Highland Manor
Plat Book 27
Inst. #19828
Dated
February 8, 1946
Recorded
April 1, 1946

RESTRICTIONS

All lots in this subdivision shall be known and designated as Residential lots, and only one single house shall be erected or maintained on any lot in this Addition. No structure shall be erected or maintained on any lot therein other than single-family detached dwellings with accessory private garage for not more than three cars. Servant rooms may be constructed above or in connection with such structure or garage without violation of this covenant.

No dwelling costing less than \$12,000.00 shall be permitted on any lot in this Addition, except that one dwelling may cover parts of two lots. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1300 square feet in the case of a one-story structure, nor less than 900 square feet in the case of a one and one-half, two, or two and one-half story structure.

No building shall be erected on any lot in this addition until the building plans, specifications and plot plan showing the location of such building on the lot have been approved by The Union Trust Company of Indianapolis, its successors or assigns; however, in the event it fails to approve or disapprove such plans, specifications, or location within 30 days after request of such approval has been sent by registered mail to it then such approval will not be required.

Building lines as shown on this plat in fee back from the property lines of the streets are hereby established, between which lines and said street property lines there shall be erected no structure of any kind other than open and unenclosed porches. No structure of any kind shall be erected or maintained within 10 feet of any lot line herein, except one dwelling may cover parts of two lots.

No noxious or offensive practice, trade or activity shall be carried on upon any lot herein nor shall anything be done herein which is or shall become an annoyance or nuisance to the neighborhood at large.

No trailer, tent, shack, garage, barn or other accessory building created or maintained on any lot in this subdivision, shall be used for residential purposes, excepting as heretofore stated with reference to servants domiciled in rooms contiguous and in connection with the garage appurtenant to a residence.

No person or persons of any race other than the pure white race shall own, use, lease, or occupy any lot or structure in this subdivision excepting that this covenant shall not prevent occupancy by a domestic servant or servants not of the pure white race domiciled with a white owner or tenant.

Both private or semi-public water supply and/or sewage disposal systems may be located within or adjacent to this subdivision to serve any building lot in this subdivision provided that written approval has been given by the Indiana State Board of Health stating that such water supply and/or sewage disposal systems are satisfactory to serve such lots. No septic tank or absorption field shall be located or constructed except as provided by said Health authority, nor shall any other method of sewage disposal be installed or employed in this Addition, unless specifically approved by said The Union Trust Company of Indianapolis and/or said State Board of Health.

The right to enforce the foregoing covenants and provisions by injunction or otherwise together with the right to cause the removal by due process of law of any structure or water, or sanitary provision erected or maintained in violation hereof, is hereby dedicated to the public and reserved to the several owners of lots in this Addition, their heirs and assigns, who shall be entitled to such relief, with attorney's fees, without being required to show any damage of any kind to any such owner or owners by or through any such violation or attempted violation. Invalidation of any of such covenants by judgment or court order shall in no wise invalidate any other such covenants which which shall remain in full force and effect. All the above restrictions and/or covenants shall be considered real covenants, and shall bind each lot in whomsoever hands it may come, and shall run with the land.

The foregoing restrictions and covenants and provisions shall remain in full force and effect until January 1, 1971.