

RESTRICTIONS

1. The streets therein, if not heretofore dedicated, are hereby dedicated to public use.
2. There are strips of ground of such widths as are shown on this plat, which are hereby reserved for use of public utilities, for the installation and maintenance of poles, mains, lines, wires, ducts, drains, and sewers, subject at all times to the authority of the proper Civil Officers and to the easements herein reserved. No permanent or other structure shall be erected or maintained on said strips, but owners of lands herein shall take their titles subject to the rights of such public utilities and to the rights of the owners of other lots in this subdivision, for ingress in, along, across and through the several strips so reserved.
3. All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot or lots other than detached single family dwelling, not to exceed two and one-half (2½) stories in height, accessory buildings thereto and a private garage for not more than three cars.
4. No hotel, boarding house, rooming house, double house, duplex, mercantile building, factory building or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.
5. No trailer, shack, or out-building of a permanent or temporary nature or kind shall be erected or situated on any lot or lots except during the period of construction, and said buildings must be of a proper structure and for use by the builder for storage of his materials and tools only. No composition or roll roofing shall be exposed to the surface of a completed dwelling. If said dwelling is constructed of cement, concrete, cement block or cinder block, same shall be finished or covered on the exterior surface with a material acceptable to the committee hereinafter provided, all chimney flues on exterior of house shall be of brick or stone. All houses shall be of brick or stone over at least 60% of the exterior house area. No structure shall be occupied for living purposes until the exterior of the house is visibly completed. Immediately on purchase of lot, or lots, the buyer shall assume full responsibility for keeping weeds mowed on said lot, or lots, at all times. In event of buyer's failure to mow said weeds, the seller, or seller's representative, is vested with authority to cut said weeds and charge said costs to buyer.
6. No farm animals or fowl shall be permitted on any lot or lots in this subdivision and no pets or domestic animals shall be kept thereon for commercial purposes.
7. Building lines as shown on this plat in feet back from the property lines of the several streets are hereby established, between which lines and the street property lines there shall be erected or maintained no structure or part thereof.
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 sight line limitations shall apply to any lot 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 of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
9. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than one thousand (1000) square feet in the case of a one story structure, nor less than nine-hundred (900) square feet in the case of a higher structure.
10. No building shall be erected, placed or altered on any lot, or lots, in this subdivision until the plot plan, building plan and specifications of such building shall have been approved in writing as to conformity and harmony of external design with existing structures in this subdivision, and as to the location of the building with respect to topography and finished ground elevation by a committee composed of George F. Kopetsky and Harold C. Miller, or by a representative designated by them. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee shall fail to act upon any plans submitted for approval within a period of fifteen (15) days from the date of submission of same, then the owner or his assigns may proceed with the building according to the plans submitted, which plans, however, shall not be contrary to any of the provisions, covenants, conditions or restrictions provided in this instrument, and failure of such committee to act within fifteen (15) days shall be deemed an approval of the plans so submitted. Neither the members of such committee, nor its designated representatives, shall be entitled to any compensation for the services performed pursuant to this covenant. The powers and duties of such committee and/or of its designated representative shall cease on and after January 1st, 1973. 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 record owners of a majority of the lots in this subdivision and duly recorded in the office of the Recorder of Marion County, Indiana, providing for the representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.
11. If the parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants, restrictions, conditions or provisions herein, it shall be lawful for any other person or persons owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violation.
12. These foregoing covenants, restrictions, provisions and conditions, agreed to by both owner and buyer, or buyers, shall run with the land and shall be binding on all parties and all parties claiming under them until January 1, 1973, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the owners of lots in this subdivision it is agreed to change said covenants in whole or in part.
13. Invalidity 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.