

Plat Book 31
Instrument #43137

LANTERN HILLS
First Section

Marion

There are strips of ground 5 feet in width as shown on this plat, which are hereby reserved for use of public utilities, for installation and maintenance of poles, wires, mains, 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 upon said strips, but such owners shall take their titles subject to the rights of such public utilities and to the rights of owners of other lots in this Subdivision, for ingress and egress, in, along, across, and through the several strips so reserved. Fences may be erected on said strips.

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 lot herein other than one single family dwellings, not to exceed 2 1/2 stories in height and a private garage for not more than 3 cars and residential accessory buildings.

No hotel, boarding house, mercantile building, factory building or buildings of any kind for commercial use be erected or maintained on any lot in this Subdivision.

No building, structure, or appurtenance thereto except fences shall be located within 5 feet of any side lot line, except where buildings are built upon more than one single lot, then this restriction shall apply to the side lot lines of the extreme boundaries of the multiple lots. No residential buildings shall be erected or maintained nearer than 20 feet or 15% of the lot frontage measured at the building set back line, whichever is the lesser, to any lot or property line on which it is situated, including attached garages.

No trailers, shacks or out houses of a permanent nature shall be erected or situated on any lot except during the period of construction of a proper structure and for use by the builder for his material and tools.

Building lines as shown on this plat in feet back from the Street property line are hereby established between which line and the Street property line there shall be erected or maintained no structure of any kind or part thereof other than a one story open porch.

No residence shall be erected or maintained on any lot or lots in this Subdivision having a ground floor area exclusive of open porches and garages, of less than 1700 square feet in the case of a one story structure or 1200 square feet for higher structures.

No building shall be erected, placed or altered on any building lot in this Subdivision until the building plans, specifications and plot plan showing the location of such buildings have been approved in writing as to the conformity and harmony of external design with existing structures in this Subdivision, and as to the location of the building with respect to the top-

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ography and finished ground elevation by Paul Stewart, or by a representative designated by him. If he shall fail to act upon any plans submitted for his approval within 15 days, then the owner may proceed with the buildings according to the plans submitted, providing such plans are not contrary to these covenants. All mail boxes shall be of a size and lettered and placed on post of design and height approved by Paul Stewart or his representative. Neither Paul W. Stewart nor his designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Private water supply and/or sewage systems may be located, constructed and maintained to serve any building lot in this Subdivision, provided said systems are approved in writing by the proper public and/or civil authorities.

No noxious trade or activity shall be carried on upon any lot in this Subdivision nor shall anything be done herein which may become an annoyance or a nuisance to the neighborhood at large.

If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants, restrictions, provisions or conditions herein, it shall be lawful for any person owning real estate 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 to prevent him or them from doing so, or to recover damage or other dues for such violation.

The foregoing restrictions, covenants and provisions shall run with the land and shall remain in full force and effect until January 1, 1980, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of the majority of the then owners of the lots in this Subdivision, it is agreed to change said covenants in whole or in part.

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or Court Order shall in no wise effect any of the other provisions, which shall remain in full force and effect.