

The undersigned owner hereby establishes front and side yard building lines, as shown on the within plat, between which lines and the property lines of the several streets, there shall be erected and maintained no permanent or other structure or part thereof except open porches and except as the side yard lines under the conditions hereinafter referred to.

There are strips of ground five feet in width shown on this plat as corporation strips, reserved for the use of public Utilities (not including transportation or street car companies) such as water, telephone, telegraph, gas or electric light companies and sewers, for installation and maintenance of mains, poles, ducts or wires, subject at all times to the authority of the City of Indianapolis and subject further to the easement herein reserved; no permanent or other structures are to be erected and maintained upon said said strips by owners of such lot or lots, but such owners shall take their titles subject to the rights of the various public utility companies and to the easement herein granted for egress, and ingress, in, along across and through these several strips of ground herein described.

This Subdivision shall be known and designated as MERIDIAN-KESSLER TERRACE. The following restrictions are to be a part of said Addition, to the end that each of said lots or Blocks (except where expressly excluded) shall be subject to the following:

BUILDINGS, All of the lots and Blocks in said Addition except Block "B" and lots 190 to 195, both inclusive, shall be known and described as single family residential lots and all of said lots or blocks shall be subject to the following restrictions: No one story house shall be constructed upon any of said lots covering less than one thousand square feet, exclusive of open porches, garages and appurtenances, whether connected to said house or not, and that no two story house shall be constructed upon any one of said lots of less than six hundred seventy square feet on foundation, exclusive of open porches, garages and appurtenances, whether connected to said house or not. No dwelling shall be erected or maintained which shall exceed two and one-half stories in height.

No lot in said Addition (except as hereinafter excepted) shall be used or permitted by the owner or occupant thereof to be used by any person for other than private single detached residence purposes. No Hotel building, boarding house, rooming house, double-house, apartment house, flat, mercantile building, factory or outbuildings of any kind or other structure except private single resident buildings, and private garages appurtenant to such buildings shall be entitled to be erected or maintained; except that Block "B" may be used for Church purposes and a church building and other structure used in connection therewith may be erected and maintained thereon, and also except that lots 190 to 195, both inclusive, may be used for resident purposes.

No building or part thereof shall be built within five feet of any line of any lot or Block, except that in any case where the same person or persons owns two adjoining lots or lot and Block not separated by an easement for utilities, as shown on said plat, such owner may build a residence or dwelling house or appurtenant, garage across the dividing line, or may build to coincide with or be nearer than five feet to such dividing line, but no residence or building of any character shall be built so as to be upon any part of any strip covered by such Utility easements, and provided further that in no case shall any residence or building be erected nearer to any other residence or building than ten feet.

No trailer, basement, tent, shack, garage, barn or other buildings erected in this Addition shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

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 a 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 ten 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 three days constructive notice given by one publication in any Indianapolis daily newspaper) or by a 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.

without a meeting, by a writing signed by any two members. Submission of
ans, to any member if the committee shall constitute submission to the meet-
ing. Committee members shall serve without compensation. Anything herein to
the committee, the remaining member present shall have full power and authority
to act in the premises.

No detached garage shall be built on any of the lots in a said Addition where
said lot abuts two or more streets, and on such corner lots so abutting two or
more street, any garage built upon said lot shall be attached to and a part
of the residence constructed thereof.

RACIAL RESTRICTIONS. The ownership and occupancy of lots and buildings
in this addition are restricted to the members of the pure Caucasian race, No
Negro, Mulatto, Chinese, Japanese or person of any race or mixture of race,
except the members of the pure white race, shall acquire title to any lot or
buildings or have the right to occupy such lot or building as owner, tenant
or otherwise, except this covenant shall not prevent occupancy by domestic
servants of owners or tenants employing persons of a prohibited race or
nationality who may stay upon the premises during the period of such domestic
service.

INTOXICATING LIQUORS. No spiritous, vinous, malt, alcoholic or other intoxi-
cating liquors to be used as a beverage shall be manufactured, sold or bartered
upon any lot of any building erected thereon or any part thereof.

DURATION. These covenants and restrictions contained herein are to run with
the land and shall be binding on all parties and all persons owning lots in
said addition and all persons claiming by, through or under them until
January 1st, 1965, at which time said covenants and restrictions shall termin-
ate.

ENFORCEMENT. The right to enforce the restrictions and covenants herein,
together with the right to cause the removal by process of law of any structure
erected in violation thereof is hereby reserved to the several owners of the
several lots in this addition and their assigns, and should any person vio-
late or attempt to violate any of covenants or restrictions, it shall be law-
ful for any other person or persons owning any other lot or lots in said
Addition to prosecute any proceeding at law, or in equity against the person or
persons violating or attempting to violate any such covenant or restriction to
either prevent him or them by injunction from so doing or to recover damages
for such violations. The invalidation of any one of said covenants by
judgement or court order shall in no wise affect any of the other conditions
or restrictions, which shall remain in full force and effect.