

PARKWOOD TERRACE THIRD SECTION

PLAT BOOK 32 PAGE 231

RECORDED JULY 26, 1962

RESTRICTIONS

1. All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, placed or altered on any such residential lot other than one detached dwelling not exceeding two (2) stories in height and a private garage for not more than three (3) automobiles.
2. No building shall be erected or located nearer to the front lot line nor nearer to the side street line than the building set-back lines shown on the within plat. No building shall be erected or located nearer to the side lot line than 7.5 feet.
3. No lot in this subdivision shall be re-subdivided into building plots having an area less than 8438.00 square feet and a width of less than 70.00 feet as provided in the Marion County Master Plan Permanent Zoning Ordinance; provided, however, that one residence and a private garage for not more than three (3) cars may be erected on any previously numbered lot in this subdivision.
4. No noxious or offensive trade or activity shall be carried on upon any lot in this subdivision, nor shall anything be done thereon which may be or which may become an annoyance or nuisance to the neighborhood.
5. No structure of a temporary character, trailer, tent, shack, basement, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
6. There are several strips of ground of a width shown on this plan and marked "utility and Drainage Easements" which are reserved for drainage and public utility purposes, not including transportation utilities, for the installation and maintenance of poles, mains, ducts, lines, wires, sewers and drains, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structure shall be erected on any of such strips, but the respective owners of the adjacent lot or lots in this subdivision shall take title to the same subject to the rights of such utilities and other lot owners to ingress and egress in, along, across, and through the strips so reserved.
7. The ground floor area of any residence in this subdivision, exclusive of open porches and attached garages, shall not be less than 900.00 square feet in the case of a one-story, one family dwelling or less than 660.00 square feet in the case of a higher one-family dwelling, nor less than 1350.00 square feet in the case of a one-story, two-family dwelling or less than 990.00 square feet in the case of a higher, two-family dwelling.
8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
9. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways 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 them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
10. These covenants shall run with the land and shall be binding on all persons claiming under them until January 1, 1980, at which time such covenants shall be extended automatically for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change such covenants in whole or in part.
11. If the parties hereto, or any of them, or their heirs and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation.
12. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Key # 4818

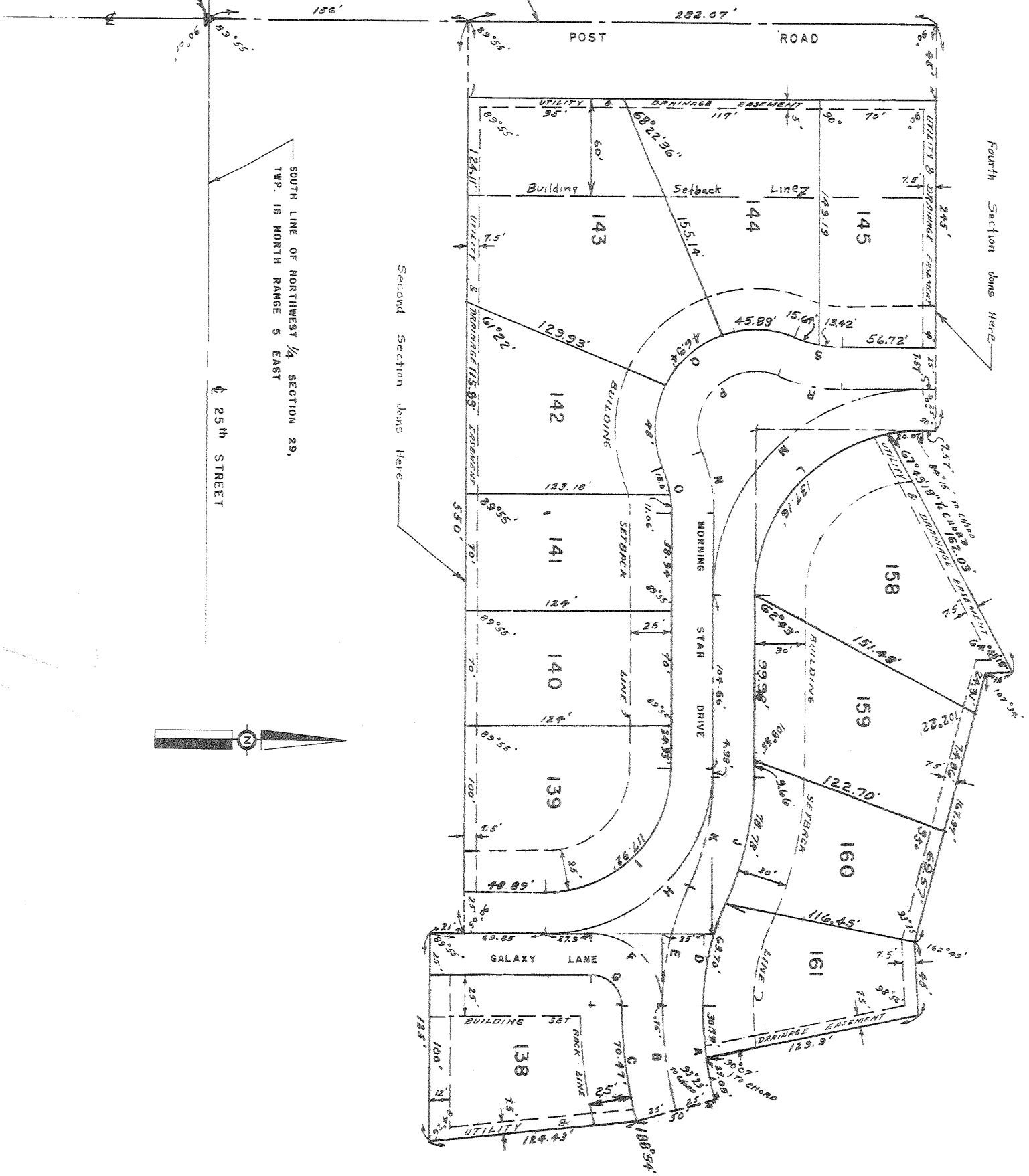
PARKWOOD TERRACE THIRD SECTION

PLAT BOOK 32

PAGE 231

WEST LINE OF N.W. 1/4 OF SECTION 29, TWP. 16 N. R. 5 E.

SOUTHWEST CORNER OF NORTHWEST 1/4 SECTION 29, TWP. 16 N. R. 5 E.



UNION TITLE COMPANY