

TARA TOWNHOUSE ON THE GREEN ADDITION - SECTION ONE
INSTRUMENT #64-41532
RECORDED AUGUST 17, 1964
RESTRICTIONS

Marion

1. Lots designated upon the plat as lots numbered 1 through 130, inclusive, are hereby reserved for single family, residential use, and shall have erected thereon living units containing not less than 640 square feet of ground floor area in the case of a one-story structure, or 480 square feet of ground floor area in the case of a higher than one-story structure, exclusive of garages, open porches and patios. Lot line points designated by the symbol "." shall constitute monuments to property boundary lines and as buildings are erected upon the lots as shown, there shall be installed a metal medallion where every symbol "." is shown consisting of a two (2) inch (minimum) diameter brass or aluminum disc or medallion inscribed with words "Property Line" and permanently installed in the vertical face of the masonry foundation of the building at a point above finish ground grade.
2. Utility Easements for installation and maintenance of utilities, including storm and sanitary sewers, and drainage, gas, water, telephone and power lines, are reserved to the areas designated "Common Property," as shown on the recorded plat and additional reservations may be made by separate record instrument. Electric and telephone utilities shall have the right to install and to maintain meters, connection boxes and related equipment for all dwelling units within a single structure at one common location designated by the builder on the exterior of such structure and shall have the right to enter upon the lot upon which the same may be located to repair, remove, replace, service and read the same for so long as such utility service shall be made available to such structure or to any replacement thereof.
3. Air Right Easements for wall irregularities and extension roofs, eaves, overhangs, fixtures and overlaps which are a part of the initial architectural design and construction of buildings upon the lots in this addition, are hereby reserved, however, any utilization of such air right easements, following transfer of title to a single lot, shall be undertaken upon approval of the Architectural Committee, as hereinafter more particularly set forth in paragraph 9 below.
4. Signs shall be displayed to public view on any lot on common property in this addition only for purposes of advertising the property for sale or rent, and then only one sign shall be permitted on any one lot, which sign shall not exceed five square feet in size.
5. Nuisance and noxious activities are prohibited upon any lot or common property in this addition, including but not in limitation thereof, the erection, location, or maintenance of a trailer, tent, shack, basement, garage, barn or other outbuilding, and no lot or common property shall be used or maintained as a dumping ground for trash. Trash, garbage, or other waste shall be stored in sanitary closed containers, which either shall be kept inside buildings or stored below the surface of the ground.
6. Maintenance of the common properties, walkways, parking areas and recreation areas, including but not in limitation thereof, the payment of taxes and insurance thereon and the repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, shall be governed by Tara Townhouse on the Green Corporation, its successors or assigns, and Indiana not-for-profit corporation, who shall own in fee simple title all areas designated as "Common Property" and whose membership shall be comprised of the owners of lots in this addition, and the cost of said maintenance, repair and replacement shall be made by assessment imposed by said not-for-profit corporation, as more particularly set forth in an instrument entitled, "Declaration of Covenants and Restrictions" as recorded in Deed Record _____, page _____, Office of Recorder, Marion County, Indiana, and the purchaser of every lot in this Addition takes title thereto, subject to the rights and duties defined in said instrument.
7. Party Walls erected and maintained upon the lot lines of any lots shown, to the extent not inconsistent with the Declaration of Covenants and Restrictions hereinabove mentioned, shall be governed by the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions.
8. Exterior Alterations, additions or changes to any building situated upon the lots shown, or changes in fences, hedges, walls, structures and paved areas, shall be commenced, erected or maintained, only upon submission of plans and specifications to be approved in writing, as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee comprised of the Board of Directors Tara Town House on the Green Corporation, or by three (3) or more representatives appointed by the Board, all as more particularly set forth in said Declaration of Covenants and Restrictions.
9. Parking, Private drives and walkway easements as shown on the plat or in the case of walkways as indicated in Common Properties, are reserved for the common use and enjoyment of the owners of lots in this addition, their families and invitees. Said parking areas shall not be used for parking of trucks or other commercial vehicles, except temporarily or incidentally, for the making of pick-ups and deliveries to neighboring lots, and shall not be used for storage of disable- vehicles. No velocipedes, bicycles, toys, or other private property shall be allowed to obstruct any sidewalk with said parking, private drives and walkway easements, or within any common property area, nor shall same be stored in the open alongside building walls or other locations of public view.
10. Common Properties, as shown on the plat, are reserved for the common use and enjoyment of the owners of lots in this addition and any neighboring sections or subdivision bearing the same name, their respective families and invitees, subject to rules and regulations governing such use and enjoyment as may be adopted by Tara Townhouse on the Green Corporation, its successors or assigns. All land depicted upon the plat which is not a numbered lot or otherwise specifically designated, is hereby declared an- designated common property, but shall not be dedicated to public use.
11. Enforcement, of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants or covenants contained in said Declaration of Covenants and restrictions; and failure by Tara Townhouse on the Green Corporation and the Metropolitan Plan Commission, or any owner to enforce any of said covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter.
12. Severability, invalidation of any one of these covenants or restrictions by judgement or Court order shall in no wise affect any other provisions which shall remain in full force and effect.
13. Duration, these covenants and restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by Tara Townhouse on the Green Corporation, or the owner of any lot in this addition, their respective legal representatives, heirs, successors and assigns, for a term of 35 years from the date this plat is recorded, after which time said covenants and restrictions shall be automatically extended 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 said covenants and restrictions in whole or in part.
14. "The fee title to any lot described as bounded by any common property shall in no event extend to or upon any such common property but is reserved to the grantor to be conveyed by him to the Tara Townhouse on the Green Corporation, for the common enjoyment of all the residents in Tara Townhouse on the Green Addition, such common property to be conveyed to Tara Townhouse on the Green Corporation by J & L Realty, Inc. on or before December 31, 1964.

