

CANTERBURY FIRST SECTION - RESTRICTIONS

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Marion

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

There are strips of ground marked "Utility Strips" shown on the plat that are hereby reserved for public utilities not including, however, transportation companies for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. Purchasers of Lots in this addition shall take title subject to the easement hereby created and subject at all times to the rights of proper authorities to service such utilities in the easements hereby created for said corporation strips, and no permanent structure of any kind, and no part thereof, except fences, shall be built, erected or maintained on said corporation strips.

All lots in this addition shall be designated as residence lots. Only a one single family dwelling with accessory buildings, and not exceeding two stories in height, may be erected or maintained on any platted lot.

No residence shall be erected or maintained on any lot in this addition having a ground floor area of less than 900 square feet if a one story structure or 750 square feet if a one and one half or two story structure.

No building or part thereof shall be built within 5 feet of any line of any lot, except that in any case where the same person or persons own two adjoining lots 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 5 feet to such dividing line, but no residence or building of any character shall be built in such a manner as to be on any part of any strip covered by such utility easement, and provided further that in no case shall any residence or building be erected nearer to any other residence or building than 10 feet.

No trailer, tent, shack, basement, garage or temporary structure of any kind shall be used for temporary or permanent residential purposes on any lot, No noxious or offensive trade shall be carried on upon any lot in this addition, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

No person or persons of any race or mixture thereof other than the white race shall own, use, or occupy any lot herein, except in however a domestic servant not of the white race may occupy room or rooms with a tenant or owner belonging to the white race while in the employ of said owner or tenant.

No lot in this addition shall be re-subdivided into a building plot having an area less than present platted lot areas.

Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

No building shall be erected, placed, on or altered on any of these lots in this addition until the building plans, plot plans and specifications showing the location thereof, have been approved in writing by a majority of a committee composed of W. Linton Atkinson, Wilbur W. Atkinson and Warren M. Atkinson for conformity and harmony of external design with existing structures in this area, and also as to location of building with respect to property and building setback lines. In the event of the death of any member or members of this committee the surviving member or members shall have the authority to approve or disapprove such design and location. If said committee shall fail to approve or disapprove

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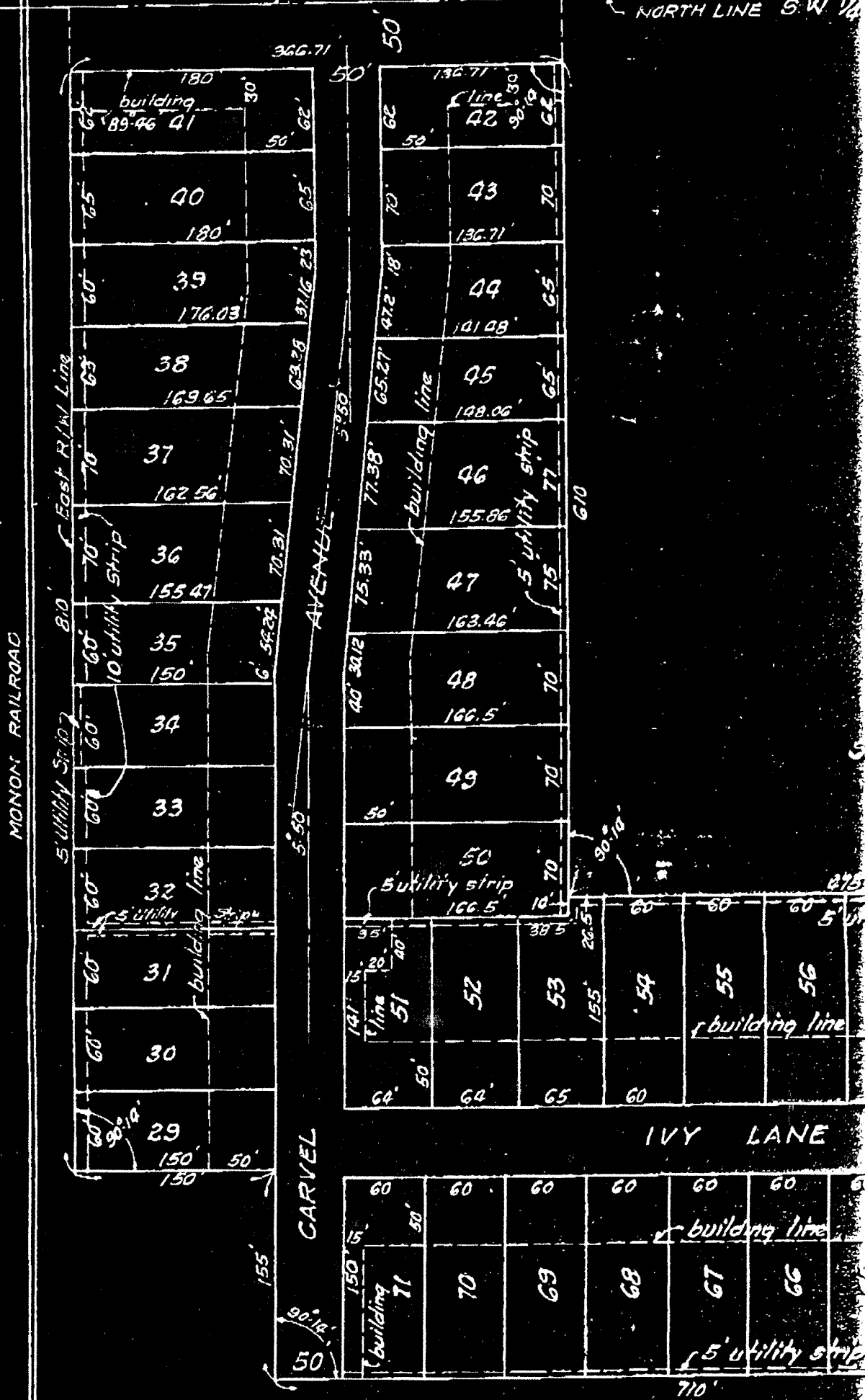
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such design or location within ten days after said plans have been submitted, or if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required. Said committee shall act and serve without compensation. Said committee shall act and serve until January 1, 1956, at which time the then record owners of a majority of these lots in this addition, subject to the covenants herein set forth, may designate in writing, duly recorded among the land Records, their authorized representatives who thereafter shall have all the powers subject to the above limitations as were previously delegated herein to the said committee.

The right to enforce these restrictions shall vest in the owners of lots in said addition, and said right together with the right to cause removal of any structure or part thereof erected or maintained in violation of these restrictions may be exercised by injunction or by appropriate action at law.

These restrictions constitute covenants running with the land and shall be in effect for a period of 25 years from this date, provided that at the expiration of said term, these restrictions shall be automatically renewed thereafter for periods of twenty-five years each, unless at least one year prior to the expiration of the first twenty-five year period the owner or owners of a majority of lots in this addition shall execute and acknowledge a declaration in writing waiving renewals and said written declaration shall be recorded in the office of the Recorder of Marion County, Indiana, in which event the provisions above set out for renewals shall be nullified.

KESSLER BOULEVARD (FIFTY NINTH)  
NORTH LINE S.W. 1/4



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By Hook

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