

## RESTRICTIONS

## NORTHCLIFFE ADDITION

Town Lot Record  
896 page 521

Marion

Said real estate is sold upon the express condition that the business of manufacturing or selling intoxicating liquor or beverages, or other commodities, or any article of merchandise, shall never be conducted thereon, or on any part thereof; that no space thereon shall be rented out or used for billboards; that no slaughter house or nuisance of any kind, or public garage, or any other thing obnoxious to a good residence neighborhood, shall ever be allowed on said real estate, and the same shall never be rented to an alien or a colored person, or sold to an alien or a colored person, or any organization, society or corporation in which any of the members, stockholders, or officers have colored or negro blood; that no building or other structure shall be constructed for or used or occupied as a residence upon any lot in said addition unless the same, exclusive of porches, occupies at least 600 square feet of ground space; that all dwellings, garages or outhouses which shall be constructed on any lot or lots in said addition shall have a gable or hip roof and be entirely completed and finished on the outside thereof as erected, including at least two coats of paint on the outside of so much thereof as is constructed of wood, and building paper shall not constitute the whole or any part of such outside finishing; that no building or structure costing less than \$4,000.00 shall be erected for or used or occupied as a residence for any period of time whatsoever upon the real estate hereby conveyed; that no outside privy or water closet shall be constructed or maintained thereon and all sewerage from an inside water closet or toilet thereon shall either pass through a sanitary sewer or a sanitary septic tank; that no building or dwelling house shall be constructed or maintained on any lot in said addition fronting 59th Street, 62nd Street, 63rd Street, Haverford Avenue or restview Avenue, nearer than 25 feet from the front line thereof, or on any other lot in said addition nearer than 20 feet from the front line thereof, except that there may be open porches so constructed as not to obstruct the view, and no barn, garage or other outbuilding shall be constructed or maintained on any lot in said addition nearer than 60 feet from the front line thereof; that not more than one building for residence purposes shall be constructed or maintained upon any lot in said addition, except upon corner lots, and that no residence, garage, or other outbuilding shall be constructed nearer to the street line of any side street in said addition than 10 feet. It is expressly understood that said conditions or covenants shall operate in favor of the aforesaid grantor, its successors and assigns, and of each and all persons who shall from time to time respectively be the owner or owners of any other lot or lots in said addition, and may be enforced by any one or more of such persons by injunction, or by any other legal or equitable proceedings, under pain of forfeiture, in the event of the violation or attempted violation of any one of such conditions, or covenants, or of any part thereof, by said grantee, his lessees, heirs, successors or assigns, together with the right to cause the removal, by process of law, of any structure erected in violation thereof, and also of any person of colored or negro blood who violates or attempts to violate the above conditions or covenants, provided that upon the violation of any or all of said conditions or covenants any person holding a lien upon the lot in said addition upon which such violation occurs, shall have the right and privilege in each case of removing within a reasonable time after notice thereof, the objectionable features and of complying with said conditions and covenants and thereby prevent a forfeiture of his lien.

Said real estate is sold upon the express condition that the business of manufacturing or selling intoxicating liquor or beverages or other commodities or any article of merchandise, shall never be conducted thereon, or on any part thereof, that no space thereon shall be rented out or donated for billboards, that no slaughter house or nuisance of any kind, or public garage, or any other thing obnoxious to a good residence neighborhood, shall ever be allowed on said real estate, and the same shall never be rented to an alien or to a colored person, or sold to an alien or a colored person; that no building or other structure shall be constructed for, or used, or occupied as a residence upon any lot in said addition unless the same exclusive or porches occupies at least 600 square feet of ground space; that all dwellings, garages, or outhouses which shall be constructed on any lot or lots in said addition shall have a gable roof and be entirely completed and finished on the outside thereof, as erected, including at least two coats of paint on the outside of so much thereof as is constructed of wood, and building paper shall not constitute the whole or any part of such outside finishing; that no building or structure costing less than \$3500.00 shall be erected for or used or occupied as a residence upon lots in said addition numbered respectively from 308 to 323, both inclusive, from 369 to 375, both inclusive from 466 to 472 both inclusive, from 564 to 569, both inclusive from 648 to 653 both inclusive and from 743 to 795 both inclusive, or costing less than \$3000.00 upon lots in said addition numbered respectively from 279 to 285 both inclusive, from 304 to 307, both inclusive, and from 654 to 742 both inclusive, or costing less than \$2500.00 upon lots in said addition numbered respectively from 324 to 368 both inclusive, from 376 to 465 both inclusive, from 473 to 563 both inclusive, and from 570 to 647 both inclusive, or costing less than \$2000.00 upon lots in said addition numbered respectively from 270 to 278 both inclusive, and from 286 to 303 both inclusive, that no building or dwelling house shall be constructed or maintained on any lot in said addition fronting Fifty-ninth Street, Sixty-Second Street, Sixty-third Street, Haverford Avenue or Crestview Avenue nearer than 25 feet from the frontline thereof; or on any other lot in said addition nearer than 20 feet from the front line thereof, except that there may be open porches so constructed as not to obstruct the view and no barn, garage or other outbuilding shall be constructed or maintained on any lot in said addition nearer than 40 feet from the front line thereof; that not more than one building for residence purposes shall be constructed or maintained upon any lot in said addition, except upon corner lots and that no residence garage, or other outbuilding shall be constructed nearer to the street line of any side street in said addition than 10 feet. It is expressly understood that said conditions or covenants shall operate in favor of the aforesaid grantor, its successors and assigns, and of each and all persons who shall from time to time respectively be the owner or owners of any other lot or lots in said addition, and may be enforced by any one or more of such persons by injunction, or by any other legal or equitable proceedings under pain of forfeiture in the event of the violation of attempted violation of any one of such conditions, or covenants or of any part thereof, by said grantee, his lessees, heirs, successors, or assigns, provided that upon the violation of any or all of said conditions or covenants any person holding a lien upon the lot in said addition upon which such violation occurs, shall have the right and privilege in each case of removing within a reasonable time after notice thereof, the objectionable features and of complying with said conditions and covenants and thereby prevent a forfeiture of his lien.