

RESTRICTIVE COVENANTS AND CONDITIONS APPLICABLE TO

PLATS

CARSON CITY, INC., An Indiana Corporation, of the County of Marion, State of Indiana, does hereby dedicate forever for public use all the streets and easements shown on the recorded plat are hereby reserved for the purposes here indicated.

Said owner does also hereby establish the following covenants, restrictions and conditions to govern the use and occupancy of the lots in said addition:

- A. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than a dwelling not to exceed twenty-five (25) feet in height and must include a private attached garage for not less than an area for the more than three (3) cars.
- B. No building shall be located nearer to the street or side street line, than the building setback lines shown on the recorded plat. No structure shall be located on any building lot nearer than twenty-five (25) feet to the street or side street line, nor nearer than five (5) feet to any side property line.
- C. No fence, wall, hedge, or shrub planting shall be permitted to remain between two (2) and six (6) feet above the sidewalks shall be placed or permitted to remain on any lot within the triangular area formed by the side property lines and the side street line, points twenty-five (25) feet from the intersection of the side street line with the side of a bounded property corner, from the intersection of the street property line.

The same sight line limitations shall apply on any lot located within ten (10) feet from the intersection of a street property line with the edge of a sidewalk or driveway.

No trees shall be permitted to remain within such distance of such intersection where the foliage line is maintained at sufficient height to prevent obstruction of the sight line. No fence or shrub planting (trees excepted) of over 7' in height shall be permitted on any lot from front lot line to building setback line.

- D. No noxious or offensive trade or activity shall be permitted upon any lot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood.
- E. No trailer, tent, shade, or other building erected or kept in the addition shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- F. All lots in this subdivision shall be designated as residential lots. Only one single family dwelling not exceeding two and one half (2 1/2) stories or thirty-five (35) feet in height with the usual accessory buildings shall be erected or maintained on any lot in this subdivision.
- G. No residence shall be erected on a lot within the addition which shall be placed which has a ground floor area exclusive of garage, porch, or other appurtenance to the structure, or if a multi-story structure then a minimum of 100 square feet for each story in such building.
- H. All driveways built on any lot in this addition shall be paved. A four (4) foot concrete public sidewalk parallel to the street(s) shall be installed by owner concurrent with the installation of driveway(s). Provided, however, in any event, buyer shall install said sidewalk(s) no later than one year from date that premises are deeded to him.
- I. No building, wall, fence, or other structure shall be erected, or placed on any building plot in this addition until plans and specifications of such building, wall, fence, or other structure, and the plot plan showing the location of the same, have been approved in writing as to the conformity and harmony of external design with existing structures in said addition, and as to location of such structure or structures with respect to topographic and finished ground elevation. A committee to be appointed by the owner. Said committee may be abolished at any time at the owner's discretion, provided a written document is recorded accordingly.

The foregoing covenants, restrictions and conditions shall run with the land and shall be binding upon all parties owning, or claiming any interest in, any lot, or part thereof, in said addition, and all persons claiming under them until January 1, 1950, which time they shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots of the addition it is agreed to change or abolish said covenants in whole, or in part.

If any parties owning or claiming an interest in any lot, or part thereof, in the addition, or any person or persons holding under them, or occupying any lot, or part thereof, violate any of the covenants hereon, it shall be lawful for any person, or persons, owning any real estate in said addition to prosecute any proceedings at law, or in equity against the person, or persons, violating or attempting to violate such covenants, either to prevent him, or them, or them, or them, from doing so, and for damages therefor.

Enforcement of any one of these covenants by judgment, or decree of court, shall in no wise affect any other provisions hereof, which shall remain in full force and effect.

The right of enforcement of these covenants is hereby granted to the DEPARTMENT OF METROPOLITAN DEVELOPMENT OF MARION COUNTY, its successors or assigns.