

RESTRICTIONS*Keep
Key Folder*Plat Book 29
Pages 437 to 440*Recorded
March 9, 1956*

The undersigned owner hereby establishes front and side 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 Easement" 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 serve such utilities in the easements hereby created for said corporation strips, and no permanent structures of any kind, and no part thereof, except fences, shall be built, erected or maintained on said corporation strips.

Until such time as a sanitary sewer system is installed in this subdivision, a sanitary septic tank with adequate absorption bed shall be installed for each dwelling erected. Such septic tank and absorption bed shall be of such type and construction and so located upon the individual lot as to be approved in writing by the "Devonshire, Second Section Building Committee", hereinafter referred to. No other sanitary provisions or device for sewage disposal shall be permitted or used in this subdivision. No septic tank affluent or laundry tub or sink or basement drain water may be tiled into any open ditch; downspout water may be tiled to the street or any open, natural line of drainage; tiles around the exterior of basement walls and footings may likewise be tiled into any natural drainage available so long as there is no connection with the sewage system of the property involved.

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

No residence shall be erected or maintained on any lot in this addition having a ground floor area of less than 1200 square feet in case of a one story residence or less than 800 square feet in the case of a one-and one-half or two, or two and one-half story residence. The side yard on each side of the residence must be equal in width to 15% of the width of the lot at the setback line or 20 feet, whichever is the lesser, except that in the 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 to coincide with or be nearer than 15 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 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 thirty feet.

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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 lot or lots in this subdivision shall be resubdivided into a greater number of lots than presently platted.

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.

No building shall be erected, placed 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 to be known as the "The Devonshire Second Section, Building Committee" and composed of W. Linton Atkinson, Wilbur W. Atkinson and Warren M. Atkinson, or approved in writing by Warren M. Atkinson as agent for said committee, for conformity and harmony of external design with existing structures in this area, and also as to location of buildings 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 such design or location within 10 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 Oct. 31, 1980. 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 size and type of culvert pipes to be installed under private drives shall be approved by said committee.

The right to enforce these restrictions shall vest in the owner of the lots in this addition, and the 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 periods of 25 years from this date, provided that at the expiration of said term, 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.