

SOUTHWEST HILLS - SECTION V

The undersigned, Haskel W. Prock, owner of the real estate described in the foregoing Land Surveyor's Certificate, does hereby certify that he lays off, plans, and subdivides the same in accordance with the within plat. This subdivision shall be known and designated as SOUTHWEST HILLS - SECTION V.

The streets shown and not heretofore dedicated are hereby dedicated to the public as a right-of-way for public streets.

All numbered lots in this addition shall be designated as residential lots. Only one single family dwelling with accessory building shall be permitted on any lot, and no lot or dwelling shall be used for any purpose other than single family residence. No structure shall exceed two stories in height.

The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 650 square feet for a one story dwelling, nor less than 720 square feet for a dwelling of more than one story.

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the plat. No dwelling shall be located on any lot nearer than 20 feet to the rear lot line. Minimum side yard shall be four feet with an aggregate of ten feet. No accessory building shall be located closer to any front or side lot line than the required minimum front and side yard distances for the primary dwelling. No accessory building shall be located closer to any rear lot line than five feet, but in no case shall it encroach upon any easement.

No dwelling shall be erected or placed on any lot having a width of less than fifty feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 5,000 square feet for a one family dwelling, 9,000 square feet for a two-family dwelling.

The strips of ground marked "Utility and/or Drainage Easements", shown herein, are hereby reserved for the installation and maintenance of public utility poles, wires, conduits for gas, water, electric and telephone utilities, and sanitary and storm sewer, subject to all times to the proper civil authority and to the specific easement herein reserved. No permanent or other structure shall be erected or maintained upon said easements and all lot owners shall take their title subject to the rights of the utilities and to the rights of the other owners of lots in the subdivision.

No trailer, tent, shack, garage, barn or other temporary structure erected or placed in this subdivision shall be at any time used as a residence, temporarily or permanently, nor shall any other structure of a temporary nature be used as a residence.

No noxious or offensive trade or activity shall be carried on upon any lot in this subdivision, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No alcoholic beverage or malt or vinous liquor shall be made or sold upon any lot in this subdivision.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the ground shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No trees shall be permitted to remain within such distance of such intersection, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

In the event storm water drainage from any lot or lots flows across another lot, provisions shall be made to permit such drainage to continue, without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

The right of enforcement of these covenants is hereby granted the Department of Metropolitan Development of Marion County, Indiana, its successors or assigns.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1st, 2002, at which time said covenants and restrictions shall be automatically extended for successive periods of ten years, unless changed by a vote of the majority of the then owners of building sites covered by these covenants and restrictions, which shall remain in full force and effect. The right to enforce these provisions by injunction together with the right to cause removal by due process of law of any structure or any part thereof erected or maintained in violation hereof, is hereby dedicated to the public and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns, except as provided above. 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.

IN WITNESS WHEREOF, Haskel W. Prock, has executed this instrument and caused its seal to be affixed thereto this 17th day of September, 1988.

Haskel W. Prock
Haskel W. Prock

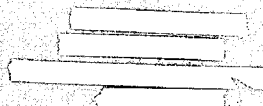
STATE OF INDIANA)
) SS.
COUNTY OF MARION)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Haskel W. Prock, who acknowledged the execution of the foregoing instrument as his voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 17th day of September, 1988.

Linda F. Elliott
Notary Public

My Commission Expires
LINDA F. ELLIOTT
My Commission Expires 06-15-1991



FILED

SEP 17 1988
6 37 75
Notary Public
Marion County, Indiana

RECORDED IN RECORD
BOOK 17-2 PAGE 151
SEP 17 1988

This instrument prepared by Allan H. Weibe

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