



Chicago Title Insurance Company
Indianapolis Metro Offices
Telephone (317) 684-3800



COVENANTS AND RESTRICTIONS

SOUTHRIDGE VILLAGE SEC 5

(Marion County, IN)

The materials made available here are for general information only and should NOT be relied upon for making any major or final decisions with respect to any of the properties referenced.

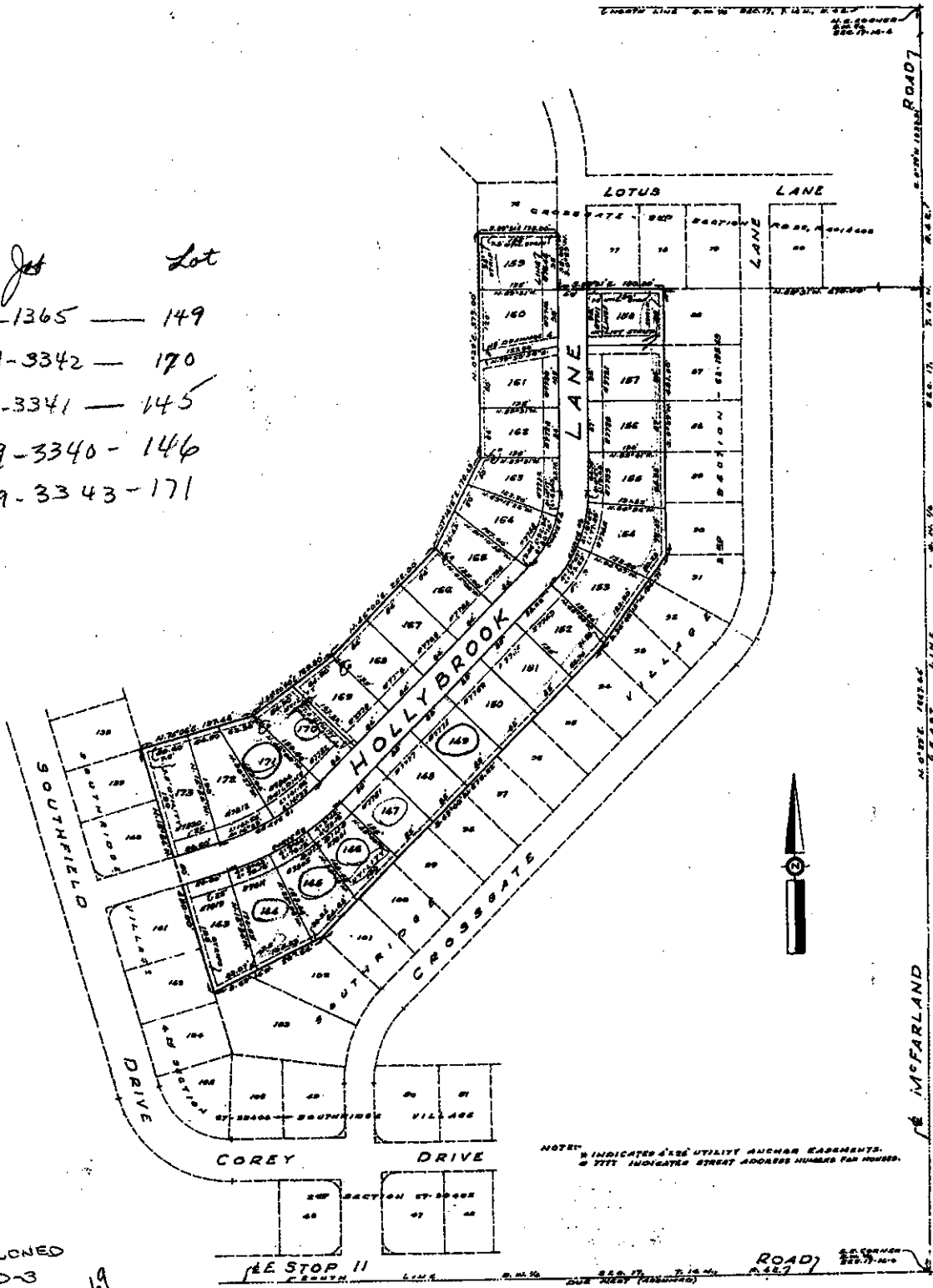
The most current and up-to-date copies of Covenants, Restrictions or other Data relative to any property should be obtained from the current governing body of the Subdivision (generally the Home Owner's Association) if applicable. Chicago Title makes NO representations or warranties with respect to any of the materials contained herein.

DOS=8-10-09

SOUTHRIDGE VILLAGE - FIFTH SECTION

INSTRUMENT #68-51077

JH Lot
 69-1365 — 149
 69-3342 — 170
 69-3341 — 145
 69-3340 — 146
 69-3343 — 171



ZONED D-3

3-1-69

Pioneer National Title Insurance Company

UNION TITLE DIVISION

area - 1000 - 700

SOUTHRIDGE VILLAGE, FIFTH SECTION
INSTRUMENT #68-51077
RECORDED OCTOBER 8, 1968
RESTRICTIONS

The streets, if not heretofore dedicated, are hereby dedicated to public use.

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

The lots in this subdivision and the use of the lots in this subdivision by present and future owners or occupants shall be subject to the following conditions and restrictions, which shall run with the land.

1. Front building lines are hereby established as shown on the preceding plat, between which lines and the property lines of the several streets shall be erected and maintained no permanent or other structures, or parts thereof, except fences.
2. All lots in this subdivision shall be designated as residential lots. Only one single family dwelling not exceeding two and one-half (2½) stories or thirty-five (35) feet in height with the usual accessory buildings shall be erected or maintained on any lot in this addition.
3. No residence shall be erected or maintained on any lot in this addition having a ground floor area of less than 1000 square feet, if a one story structure, or 700 square feet in the case of a higher structure.
4. No trailer, tent, shack, basement, garage or temporary structure of any kind shall be used for temporary or permanent residential purposes on any of these lots. No obnoxious or offensive trades shall be carried on upon any lot or lots in this addition, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
5. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines 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 lines, extended. The same sightline limitations shall apply to all lots within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
6. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures in this subdivision, and as to location of the building with respect to the topography and finished ground elevation by Robert K. Yeager, or by a representative or representatives designated by him. If said committee shall fail to act upon any plans submitted for its approval within 30 days, then the owner may proceed with the building plans submitted, provided such plans are not contrary to these covenants. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
7. The right to enforce each and all of the limitations, conditions and restrictions set forth herein, together with the right to cause the removal of any building erected or altered in violation thereof by injunction or other legal process is hereby reserved to each and every owner of the several lots in this subdivision, their grantees and assigns, who shall be entitled to such injunctive relief without being required to show any damages, together with reasonable attorney's fees. The Metropolitan Plan Commission of Marion County shall also have the right of enforcement of all the foregoing covenants.
8. These restrictions constitute covenants running with the land and shall be in effect for a period of 25 years from date, provided that at the expiration of such term these restrictions shall be automatically renewed thereafter for periods of 25 years each, unless at least one year prior to the expiration of each 25 year period, the owner or owners of a majority of the lots in this addition shall execute and acknowledge a declaration in writing waiving renewals and said written declaration shall be recorded in Land Records of Marion County, Indiana, in which event the provisions above set forth for renewals shall be null and void.
9. 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.