

MERIDIAN WOODS PARK COVENANT RESTRICTIONS

(as recorded on the plats)

1. Front building lines are hereby established as shown on the foregoing plat, between which lines & the property lines of the several streets shall be erected & maintained no permanent or other structures, or parts thereof, except fences.
2. All lots in this subdivision shall be designated as residential lots. No family dwelling shall exceed two & one-half (2 ½) stories or thirty-five (35) feet in height with the usual accessory buildings.
3. No residence shall be erected or maintained on any lot in this addition having a ground floor area of less than 1200 square feet, if a one story structure, or 800 square feet in the case of a higher structure.
4. Every building or part thereof shall be so located as to provide a side yard on each side of said building in accordance with Marion County Zoning Ordinance of 1966, in D-3 Classification, EXCEPT: That in the case where the same person or persons own two adjoining lots not separated by a Utility Strip as shown on the plat, then this restriction shall apply to the lot lines of the extreme boundaries of the multiple lots.
5. 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, and no boat, trailer or camper of any kind shall be kept or parked upon said lot except within garage or other approved structure. 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.
6. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 & 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 & a line connecting points 25 feet from this intersection of said street lines, or in the case of a rounder property corner, from the intersection of the street lines extended. The same sight line 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 distance or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

No house footing drain, or roof water drain shall be discharged into the

sanitary sewers.

7. 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 topography and finished ground elevation by Robert Cook and Robert Wilson, or by a representative designated by them. 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 representatives shall be entitled to any compensation for services performed pursuant to this covenant.
8. Common Properties: The areas designated "Common Properties" and/or "Green Belt Areas" in this addition shall be devoted to the common use and enjoyment of the owners of lots of land in this addition and other additions of Meridian Woods Park and various sections thereof presently platted or to be platted at a later date. Ownership, Management and Control of "Common Properties" and/or "Green Belt Area" shall be exclusively exercised by Meridian Woods Park Association, Inc., an Indiana non-profit corporation, in accordance with its Chapter, By-laws, and a certain instrument entitled "Declaration of Covenants and Restrictions" recorded as Instrument # 68-52894, in the office of the Recorder of Marion County, Indiana. Each owner of every lot in this addition shall, as a condition precedent to ownership, covenant and agree to pay charges to Meridian Woods Park Association, Inc., in accordance with the Articles of Incorporation, By-laws, and the Declaration of Covenants and Restrictions. Said Common Properties may also be used for public utilities.
9. 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 the injunction of 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 Plats Commission of Marion County, Indiana, shall also have the right of enforcement of the foregoing covenants.
10. These restrictions constitute covenants running with the land and shall be in effect for a period of 25 years from the 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.

11. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provision which shall remain in full force and effect.