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DECLARATION AND ESTABLISHMENT OF RESTRICTIVE COVENANTS
AGAINST FAIRFIELD TERRACE ADDITION, SECTION B TO
THE CITY OF FORT WAYNE.

Whereas, the Suburban Building Company of Fort Wayne, Allen County, is the owner of the following lots in Fairfield Terrace, Section B, an Addition to the City of Fort Wayne, Allen County, Indiana, according to the recorded plat thereof, to wit:

272,273 to 308 inclusive	426 to 438 inclusive	486 to 515 inclusive	584 to 585 inclusive
324 to 356 inclusive	419-20-21 inclusive	522 to 553 inclusive	557 to 567 inclusive
364 to 391 inclusive	453 to 470 inclusive	520 to 521 inclusive	

and, Whereas, the owner of said lots is desirous of creating, declaring and establishing certain restrictions against the lots just hereinbefore described, which restrictions shall hereafter run with the title to said real estate and be binding upon future purchasers and owners of said lots.

Now, Therefore, this Indenture Witnesseth, That:

The said Suburban Building Company of Fort Wayne, Allen County, Indiana, hereby creates, establishes and declares the following restrictive covenants against the lots in Fairfield Terrace Addition, Section B, to the City of Fort Wayne hereinbefore specifically set out and designated, said restrictive covenants to become binding upon all future owners of said lots and to be specifically set out, enumerated and declared a condition in all deeds hereafter executed and delivered by the said Suburban Building Company of Fort Wayne, Allen County, Indiana, to future purchasers, to-wit:

- (a) All of said lots in said tract shall be known and described as residential lots and no structure shall be erected on any residential building plot other than one detached, single family dwelling not to exceed two stories in height and a one or two car garage.
- (b) No building shall be erected on any residential building plot nearer than 25 feet to nor farther than 40 feet from the front lot line, nor nearer than 5 feet to any side lot line. The side line restriction shall not apply to a garage located on the rear one-quarter of a lot, except that on corner lots no structure shall be permitted nearer than 15 feet to the side street line.
- (c) No residential lot shall be re-subdivided into building plots having less than 5000 square feet of area or a width of less than 40 feet each, nor shall any building be erected on any residential building plot having an area of less than 5000 square feet or a frontage of less than 40 feet.
- (d) No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (e) Said premises shall be used by white persons only, not excluding bona fide servants of any race.
- (f) No trailer, basement, tent, shack, garage, barn, or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
- (g) No structure shall be moved onto any lot unless it meets with the approval of the committee hereinafter referred to, or if there is no committee, it shall conform to and be in harmony with existing structures in the tract.
- (h) No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee appointed by the subdivider or elected by a majority of the owners of lots in said subdivision, However, in the event that such committee is not in existence or fails to approve or disapprove such design or location within thirty days, then such approval will not be required provided the design and location on the lot conform to and are in harmony with existing structures in the tract. In any case either with or without the approval of the committee, no dwelling costing less than \$2500.00 shall be permitted on any lot in the tract, and the ground floor square foot area thereof shall not be less than 650 square feet in the case of a one-story structure nor less than 500 square feet in the case of a one-and-one-half or two-story structure.
- (i) All residence shall be served with utility on the rear of the lot.
- (j) Those covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1965, at which time said covenants and restrictions shall terminate.
- (k) If the parties hereto, or any of the, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1965, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.
- (l) Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.
- In Witness Whereof, the said Suburban Building Company of Fort Wayne, Allen County, by Clarence F. Kryder, its President, and Frank H. Kryder, its Secretary, has caused its name and corporate seal to be affixed hereto this 21 day of Jan. 1939.

(Corporate Seal)

Suburban Building Company of Fort Wayne
By: Clarence F. Kryder, President.
By: Frank H. Kryder, Secretary

State of Indiana, Allen County, SS:

Before me, a Notary Public in and for said County and State, appeared the within named Suburban Building Company of Fort Wayne, a corporation, by Clarence F. Kryder, its President, and Frank H. Kryder, its Secretary, and acknowledged the execution of the foregoing instrument to be its voluntary act and deed for its uses and purposes therein mentioned.

Witness my hand and notarial seal this 21st day of January, 1939.

(Notary Seal) My commission expires: 3-7-39. Lillian E. Yobst, Notary Public.

Recorded Jan. 21, 1939. 11:05 A.M.

Recorder, Allen County, Indiana.

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