The undersigned, Pennmark Service Corp. by Howard V. Bibler, President and Robert L. Beaty, Assist. Secretary, being the Owners of the above described real estate, do here lay off, plat and subdivide the same into lots and streets in accordance with the within plat.

The within plat shall be known and designated as ARLINGTON ACRES - Section One, an Addition in Marion County, Indiana.

The within plat shall be known and designated as ARLINGTON ACRES - SECTION ONE, an Addition in Marion County, Indiana.

1. The streets shown and not heretofore dedicated are hereby dedicated to the public.
2. All numbered lots in this Addition shall be designated as residential lots. Only one single family with accessory building and not exceeding two stories in height may be erected or maintained on said lots.
3. Front and side building lines are established as shown on this plat between which lines and the property line of the street, no structure shall be erected or maintained. 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 any lot 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 of such intersection unless the foliage line is maintained as sufficient height to prevent obstruction of the sight line.
4. No one story house shall be erected on any lot in this Addition having a ground floor area of less than 900 square feet and no one and one-half story house have a ground floor area of less than 660 square feet, exclusive of open porches, garages, or basements.
5. No trailer, tent, shack, basement, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residential purposes in any lot in this Addition.
6. 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.
7. No poultry or farm animals shall be raised or maintained on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or bird.
8. There are strips of ground as shown on the within plat marked "Drainage Easements" and/or "Utility Easements" which are hereby reserved for the use of public utility companies, not including transportation companies for the installation and maintenance of mains, ducts, poles, lines, wire, sewers and drains, subject at all times to the authority of Marion County, Indiana, and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips. The owners of such lots in this Addition, however, shall take their title subject to the rights of the public utilities and to those of the owners of said lots in this Addition to said Easement herein granted for ingress and egress in, along and through the strips so reserved.
9. The right to enforce the within provisions, restrictions and covenants by injunction, together with the right to cause the removal by due process of law of any septic tank, absorption bed or structure erected or maintained in violation thereof, is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs and assigns. The Metropolitan Development Commission, their successors or assigns who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners or through any such violation or attempted violation. Such provisions shall be in full force and effect until January 1, 1998 at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of the majority of the then owners of the lots it is agreed to change the covenants in whole or in part. Invalidation of any one of the covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.
10. The within covenants, limitations, and restrictions are to run with the land and shall be binding on all parties and persons claiming under them.

IN WITNESS WHEREOF, Pennmark Service Corp. by Howard V. Bibler, President and Robert L. Beaty, Assist. Secretary have hereunto caused its and their names to be subscribed this 1st day of September 1972.

STATE OF INDIANA)
SS
COUNTY OF MARION)

Before me a Notary Public in and said County and State personally appeared The Pennmark Service Corp. by Howard V. Bibler, President and Robert L. Beaty, Assist. Secretary and acknowledge the execution of the above foregoing instrument as its voluntary act and deed;

Witness my signature and notarial seal this 1st day of September 1972

My Commission expires May 24, 1976

Notary Public [signature]

PENNMARK SERVICE CORP.

BY: [signature]
HOWARD V. BIBLER
President

ATTEST: [signature]
ROBERT L. BEATY
ASSISTANT SECRETARY

FINAL APPROVAL
PLAT COMMITTEE
METROPOLITAN DEVELOPMENT COMMISSION
MARION COUNTY, INDIANA

Sept. 8 1972
PROPER PUBLIC NOTICE OF THE HEARING HAS BEEN PUBLISHED
[signature]
SECRETARY COMMITTEE

GOLD UNITED RECORDER
MAY 3, 1974

This Instrument prepared by Schneider Engineering Corp., Vincent J. Schneider

December, 1971