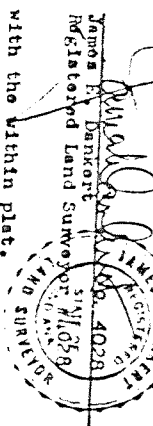


Linwood



We, the undersigned, being the owners of record of all of the included tract, do hereby lay off, plat and subdivide the same into lots and streets in accordance with the within plat.

A. All streets shown and not heretofore dedicated are hereby dedicated to the public.

B. All numbered lots in this Addition are designated as residential lots. Only one single family dwelling with accessory building and not exceeding two stories in height may be erected or maintained on said lots.

C. Front and side building lines are established as shown on this plat, between which lines and the property lines of the street, no structure shall be erected or maintained. No fence, wall, hedge, or shrub growing within the street right of way shall be erected or maintained. No structure shall be erected or maintained on any corner lot within the triangular area formed by the street lines extended. The same right line limitations shall apply to any lot within 10 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. No trees shall be permitted to remain within such distance of such intersection unless following lines is maintained at sufficient height to prevent obstruction of sight line.

D. No one-story house having a ground floor area of less than 1,200 square feet shall be erected on any lot. No house with more than one floor having a ground floor area of less than 800 square feet, exclusive of open porches, garages and basements, shall be erected on any lot.

E. No trailer, tent, shack, basement, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residential purposes on any lot in this Addition, and no boat, trailer or carriage of any kind (including, but not in limitation thereof, house trailers, camping trailers and boat trailers) shall be kept or parked upon said lot except within a garage or other approved structure.

F. No noxious or offensive trade shall be conducted upon any lot in this Addition nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

G. No poultry or farm animals shall be raised or maintained on any lot. This restriction shall not prohibit a resident from keeping a small pet animal or bird.

H. There are strips of ground designated on the within plat as drainage easements (D.E.), sewer easements (S.E.) and utility easements (U.E.). Such strips are reserved for the use of public utility companies and governmental agencies, as follows: Drainage easements (D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs and created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county for the purposes of installation and maintenance of sewers, drains, ditches, poles and wires to be located in such strips of ground for the purposes herein stated.

I. No residence or outbuilding may be erected on the above described property for a period of twenty (20) years from the date hereof until the plan, elevation, location and grade thereof have been approved in writing by an officer of the Linwood Corporation, or during said period, of time, until written approval thereof has been given by Linwood Corporation. Further, no fence or wall may be erected on the above described property within said 20-year period without the written approval of a majority of the members of such committee. If one or more members of the committee shall die prior to the expiration of said 20-year period, or if there shall be no competent member of such committee alive at any time during such 20-year period, then the record owners of the lots in this Addition may designate in writing their authorized representatives, who hereafter shall have all of the powers as were previously delegated herein to the committee. Any such instrument signed by a majority of the lot owners shall be duly recorded among the land records of Marion County, Indiana. If the committee or designated representatives shall fail to approve or disapprove plans within fifteen (15) days after such plans have been submitted, no such approval shall be required.

J. 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 structures erected or maintained in violation thereof, hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs or assigns, and the Department of Metropolitan Development, its successors or assigns, who shall be entitled to enforce the same, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a 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 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, Linwood Corporation by Ralph B. Coble, President and Ralph W. Coble, Secretary

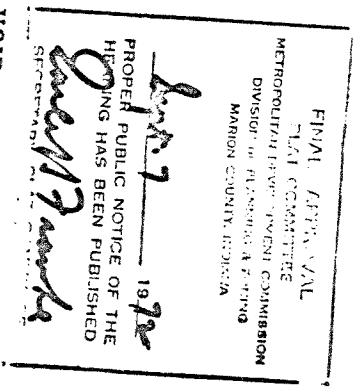
has executed this instrument and caused his seal to be affixed this 28<sup>th</sup> day of July 1972.

APPROVED THIS 23<sup>rd</sup> DAY OF September 1972  
AUDITOR OF MARION COUNTY  
Rm. 203  
MARRION COUNTY, INDIANA

Ralph B. Coble, President  
Ralph B. Coble, President

Ralph W. Coble, Secretary  
Ralph W. Coble, Secretary

STATE OF INDIANA  
COUNTY OF Marion ) SS  
Personally appeared before me the undersigned, a Notary Public, in and for said County and State, James B. Coble and Ralph W. Coble and acknowledged the execution of the above and foregoing instrument as its and their voluntary act and deed for the purpose therein expressed.  
Commission Expires April 15, 1974  
Notary Public James B. Hall



VOID UNLESS RECORDED BEFORE APRIL 5, 1974

