

FILED

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shack, basement, garage, barn or altered upon any lot for use or at any time be used for

vehicles or material alteration of lot unless entirely within a... conditions and

at all times keep and weeds and other growths to be rubbish and debris thereon.

erred on or be permitted to... which may be or become an... permitted to be constructed... in part destroyed by fire, and restored to its previous... all debris accumulated in... reasonable time after any such

ed or altered on any lot these covenants shall be of the ground.

hall be raised, bred or kept rally and customarily kept, bred or maintained

ision except as permitted by... of Marion County, this project is

ted as to provide a side... nce with the Marion County... ning classification, except... in two adjoining

age assessment which serves... received above, then this... some boundaries of the... ing lots are owned by the... utility easements which... nage or utility services... se easements on the

ed for so long as the... standing the regulations... or any lot within this... yard of each lot or the... shall be not less than... shall not be less than... h is comprised of the... is one half of the total... ise at least seventy

pt or parked upon said... are.

rojects sight lines at... be placed or permitted to... rmed by the street... on the intersection of... y corner, from the... ight line limitations... ction of a street line... o trees shall be permitted... less the foliage line... on of such sight lines... the front set back line

discharged into the

, which committee will... s of the Architectural... s who have executed... ll also have the right... view Committee and to... tee with rights of... b, disability or... s, the person or... o select the successor... majority of the members... the proposed structure... rior design with... iding and property... : requirements and... tee shall also... e assigned to it. No... tion of plans or for... he committee does not... submitted for its

review within a period of fifteen calendar days after submission, the committee will be deemed to have approved such plans. Action of the committee need not be at a formal meeting but may be evidenced informally in writing, signed by a majority thereof. Prior to construction of any structure upon a lot within this subdivision, the building plans, including plot plan, specification and plans for landscaping and any other data or information which may be requested by the committee must be submitted to the Architectural Review Committee for its approval.

18. The right to enforce each and all of the covenants, conditions and restrictions set forth herein, together with the right of cause the removal of any building erected or altered in violation thereof by injunction or by any other legal process. Is hereby reserved to the Architectural Review Committee and 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 fees. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, commitments, covenants, commitments, restrictions or limitations contained in this plat other than those favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance, 58-40-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.

19. These covenants, conditions and restrictions constitute covenants running with the land and shall be effective for a period of twenty years from the date of recordation of the plat, provided that at the expiration of such term such covenants, conditions and restrictions shall be automatically renewed thereafter for periods of ten years each, unless at least one year prior to the expiration of each ten year period, the owners of the majority of the lots in this subdivision shall execute and acknowledge the declaration in writing waiving renewal, and said written declaration shall be recorded in the land records of Marion County, State of Indiana, in which event the provisions as set forth for renewal shall be null and void.

20. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which will continue to remain in full force and effect.

21. No radio towers, CB antennas, satellite dishes or other radio or radar equipment shall be allowed in this subdivision.

WITNESS MY SIGNATURE THIS 23rd DAY OF May, 1988

Thomas A. Grant
THOMAS A. GRANT, PRESIDENT
ANTHONY DEVELOPMENT CORP.

STATE OF INDIANA)
COUNTY OF MARION)

I the undersigned, a Notary Public, duly commissioned to take acknowledgements and administer oaths in the State of Indiana, certify that Thomas A. Grant, President of Anthony Development Corp., personally appeared before me and acknowledged the execution of the foregoing indenture, as his duly authorized act, this 23rd day of May, 1988.

Max H. Webb
Notary Public
SEAL
INDIANA
Printed Name

My commission expires 12/7/89
County of residence Hamilton

STOEPPELWERTH & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
INDIANAPOLIS INDIANA (317) 849-3935
SHEET NO. 2 OF 2 SHEETS
DATE: _____ BY: _____