

WALNUT FARMS — THIRD SECTION

The undersigned, The Jonathan Group, Inc., by Thomas H. Bush, President, being the owner of record of the subject real estate, do hereby lay out, plat and subdivide into lots and streets and real covenants in accordance with the within plat. The following restrictions, limitations and covenants are hereby imposed upon and shall run with the land contained in each lot.

This subdivision shall be known and designated as WALNUT FARMS, THIRD SECTION, a subdivision in Marion County, Indiana. All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public.

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 line at elevations between 7 and 8 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 20 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 above sight line limitation 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 at sufficient height to prevent obstruction of such sight lines.

There are strips of ground as shown on this plat and marked Drainage and Utility Easement, reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

All lots in this subdivision are reserved for residential use, and no building other than a one-family residence or structure or facility accessory in use therein shall be erected thereon.

No double or multi-family residences shall be constructed within this subdivision.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than twelve hundred (1200) square feet in the case of a one-story structure, nor less than eight hundred (800) square feet in the case of a multiple story structure.

All residential lots platted within this section of Walnut Farms shall have a minimum lot area of ten thousand (10,000) square feet and that the provisions of the Subdivision Control Ordinance permitting a reduction of total lot area in twenty percent (20%) of such lots shall not be applicable to reduce the aforesaid minimum lot area in any of these lots.

Protective screening areas are established as shown on the above plat. Planting fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of lots at their own expense to form an effective screen for protection of the residential area. No building or structure except a screen fence or wall or utility or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the areas shall be permitted except for the purpose of installation and maintenance of screening, utilities or drainage facilities.

In the event storm water drainage from any lot or lots flows across another lot, provisions shall be made to permit such drainage to continue, without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and it shall not be kept in sanitary containers. Trash may be burned only in suitable incinerators during the hours set forth in Marion County Ordinance.

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then Developer may take such action as it deems appropriate in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer for the expense incurred in so doing.

All residences constructed within this subdivision which are single story shall have exterior walls of masonry or cedar, exclusive of porches and garages, and that all two story residences or split level residences shall have a minimum of fifty percent (50%) masonry on all exterior walls, exclusive of porches and garages.

All residences constructed within this subdivision shall have two car garages attached to the said residences and all driveways shall be completely surfaced with either asphalt or concrete.

The foregoing covenants, for restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date of this plat, at which time said covenants, for restrictions, shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the buildings covered by these covenants, or restrictions, in which no partial invalidation of any one of the foregoing covenants or restrictions, by judgment of court order shall in any way affect any of the other covenants or restrictions, which shall remain in full force and effect. Right of enforcement of these covenants is hereby granted to the Metropolitan Department of Communities for successors or assigns.

The right to enforce these provisions by injunction, together with the right to cause the removal, by the process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved in the several owners of the several lots in this subdivision and to their heirs and assigns.

IN WITNESS WHEREOF, The Jonathan Group, Inc., by Thomas H. Bush, President, has caused this instrument and signed the same to be signed before me this 16th day of August, 1984.

The Jonathan Group, Inc.

By *Thomas H. Bush*
Thomas H. Bush, President

STATE OF INDIANA)
) SS.
COUNTY OF MARION)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared The Jonathan Group, Inc., by Thomas H. Bush, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 16th day of August, 1984.

Wanda H. Judd
Notary Public
Evansville, Indiana

My Commission Expires 1-23-1989



This instrument prepared by *Wanda H. Judd*, Notary Public, August 16th of August, 1984.

NOTARY PUBLIC

8/16/84

WALNUT FARMS — THIRD SECTION

The undersigned, The Jonathan Group, Inc., by Thomas D. Bush, President, being the owners of record of the subject real estate, do hereby lay off, plat and subdivide into lots and streets and vest estate in accordance with the within plat. The following restrictions, limitations and covenants are hereby imposed upon and shall run with the land contained in such plat.

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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 line 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 sight line provisions 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 at sufficient height to prevent obstruction of such sight lines.

There are strips of ground as shown on this plat and marked drainage and Utility Easements, reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

All lots in this subdivision are reserved for residential use, and no building other than a one-family residence or structure or facility accessory in use therein shall be erected thereon.

No double or multi-family residences shall be constructed within this subdivision.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than twelve hundred (1200) square feet in the case of a one-story structure, nor less than eight hundred (800) square feet in the case of a multiple story structure.

All residential lots platted within this Section of Walnut Farms shall have a minimum lot area of ten thousand (10,000) square feet and that the provisions of the Subdivision Control Ordinance requiring a reduction of total lot area or twenty percent (20%) of such lots shall not be applicable to reduce the aforesaid minimum lot area in any of these lots.

Protective screening areas are established as shown on the above plat. Planting fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of lots at their own expense to form an effective screen for protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the areas shall be permitted except for the purpose of installation and maintenance of screening, utilities or drainage facilities.

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No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and it shall not be used, except in sanitary enclosures. Trash may be burned only in suitable incinerators during the hours as set forth in Marion County Ordinance.

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and so keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then Developer may take such action as it deems appropriate in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer for the expense incurred in so doing.

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The foregoing covenants, the restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date of this plat, at which time said covenants, or restrictions, shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the buildings covered by these covenants, or restrictions, in whole or in part. Violation of any one of the foregoing covenants or restrictions, by judgment or court order shall in no wise affect any of the other covenants or restrictions, which shall remain in full force and effect. Right of enforcement of these covenants is hereby granted to the Metropolitan Development Commission, its successors or assigns.

The right to enforce these provisions by injunction, together with the right to cause the removal, to the process of law, of any structure or part thereof erected, or maintained in violation thereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

BY 02844

IN WITNESS WHEREOF, The Jonathan Group, Inc., by Thomas D. Bush, President, has executed this instrument and caused the same to be attested in this State of Indiana, this 6th day of August, 1984.

The Jonathan Group, Inc.

By Thomas D. Bush
Thomas D. Bush, President

STATE OF INDIANA)
) SS.
COUNTY OF MARION)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared The Jonathan Group, Inc., by Thomas D. Bush, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 6th day of August, 1984.

Walter H. Todd
Notary Public
Rushville, Indiana

My Commission Expires 1-23-1989



Notary Public Seal
this 6th day of August, 1984

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