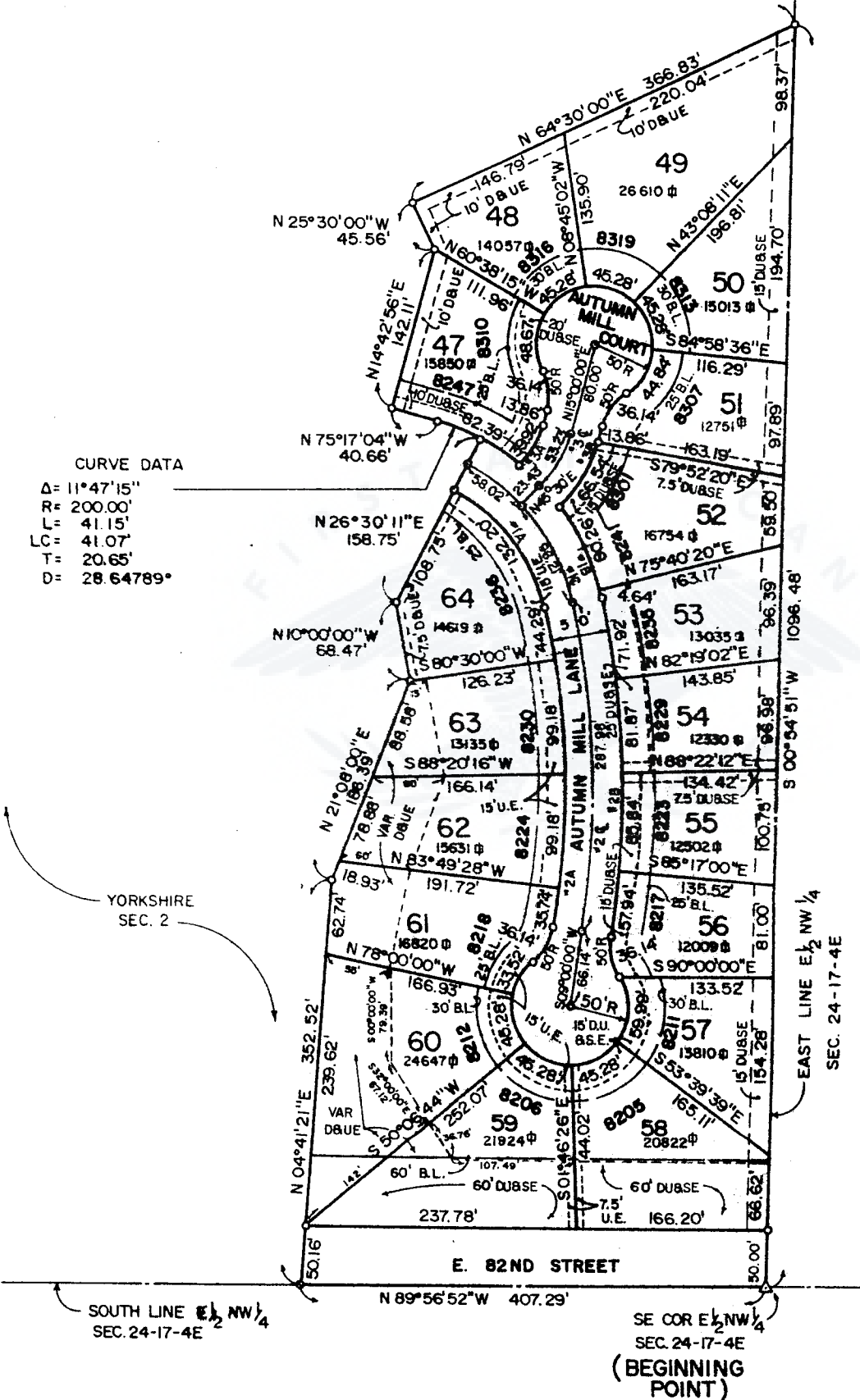


# YORKSHIRE SECTION 3

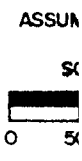
NOTE:

D&UE - DRAINAGE AND UTILITY EASEMENT  
 B.L. - BUILDING LINE  
 D.U.&S.E. - DRAINAGE UTILITY AND SEWER EASEMENT



CURVE DATA

Δ = 11°47'15"  
 R = 200.00'  
 L = 41.15'  
 LC = 41.07'  
 T = 20.65'  
 D = 28.64789°



CURVE #	DELTA
1, A	50 29 49.
1, C/L	50 29 49.
1, B	62 17 4.
2, A	22 0 0.
2, C/L	22 0 0.
2, B	22 0 0.
3, A	30 30 0.
3, C/L	30 30 0.
3, B	30 30 0.

I, the undersigned, have correct and represent the Quarter of Section 2, County, Indiana, bearing

Beginning at the Section; thence the South line of the thence North 21 degrees 10 degrees 00 minutes 30 seconds radius of 200 feet degrees 30 minutes curve 41.15 minutes 04 seconds 56 seconds 56 seconds East 364.83 South 1096.48

This subdivision is inclusive, together with on the within plat.

The size of lots and volumes denoting that a

WITNESS MY SIGNATURE th

The undersigned, George Wimpey of Ohio, Inc. Gene C. Merryman, Vice President being the owners of the 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 YORKSHIRE - SECTION 3, an addition in Marion County, Indiana.

In pursuance of a general plan for the protection, benefit and mutual advantage of all persons who now are or may hereafter become owners of any of said lots or parts thereof, and as part of the consideration for this conveyance, the Grantor executes and delivers this deed and the Grantee accepts the same subject to each and all of the following reservations, restrictions, conditions, easements, covenants, obligations, and charges (hereinafter collectively called "restrictions") which are for the mutual benefit and protection of and shall be enforceable by any of the present or future owners of said lots:

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

**Land Use:** No lot shall be used except for residential purposes, nor shall any lot be subdivided to form lots of less area. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one half stories in height together with necessary accessory buildings including a private garage for not more than three cars.

**Floor Area:** No dwelling shall be permitted on any lot at a cost of less than \$25,000.00 upon cost levels prevailing on the date these covenants are recorded. It is the purpose and intent of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum finished living area of 1200 square feet above grade for one story, one and one half story or two story dwellings and minimum finished living area of 1200 square feet above and below grade for split level and bi-level dwellings, exclusive of open porches and garages.

**Building Location:** No buildings shall be located on any lot nearer to the front line or nearer to a side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

**Lots:** No dwelling shall be erected or placed on any lot having an area of less than 12,000 square feet.

**Drainage:** No fence or structure shall be built or drainage plan altered to the detriment of the other owners within the subdivision. Any fence, hedge, planting or structure placed within a utility easement is subject to the use of said easement and is the sole responsibility of the owner of the land. The finish grade of any lot or lots or parts thereof shall comply with the finish grade and drainage plan as set forth for the master plan of said subdivision.

**Sight Distance at Intersections:** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway 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 them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

**Easements:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

**Nuisances:** No noxious or offensive activity 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.

**Retention Basin:** The retention basin located on lots numbered 59, 60, 61, 62 and 63 of Section 3 constitutes an easement reserved on those lots for the benefit of drainage. Within this easement no structure, planting or other material of any sort shall be placed or permitted to remain which may obstruct, retard, or change the direction of flow water from the subdivision.

**Temporary Structures:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

**Animals:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that...

Retention Basin: The retention basin located on lots numbered 59,60,61,62 and 63 of Section 3 constitutes an easement. Within this easement no structure, planting or other material of any sort shall be placed or permitted to remain which may obstruct from the subdivision.

Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time, either temporarily or permanently.

Animals: No animals, livestock, or poultry of any kind 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 any commercial purpose.

Waste Disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash may be burned only in suitable incinerators during the hours as set forth by Marion County Ordinance.

Vehicles Not in Use: No automobile or motor driven vehicle shall be left upon a lot for a period longer than thirty days in a condition wherein it is not able to be operated upon the public highway, after which time the vehicle shall be considered a nuisance and detrimental to the welfare of the neighborhood and shall be removed from the lot.

Signs: No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than four square feet, one temporary sign of not more than twelve square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

There shall be no means of egress (pedestrian or vehicle) to East 82nd Street from the rear of lots numbered 58,59 and 60.

Term: These covenants 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 these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

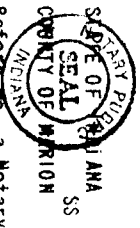
Enforcement: Right to enforcement of these covenants is hereby granted to the Metropolitan Development Commission, its successors or assigns, and to any of the present or future owners of said lots.

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

IN WITNESS WHEREOF, George Wimpey of Ohio, Inc. BY GENE C. MERRYMAN, VICE-PRESIDENT. has hereunto caused his name to be subscribed.

This 22nd day of APRIL 1983.

By *Gene C. Merryman*  
GENE C. MERRYMAN  
Vice-President



Before me, a Notary Public in and said County and State personally appeared George Wimpey of Ohio, Inc. GENE C. MERRYMAN, VICE-PRESIDENT and acknowledge the execution of the above foregoing instrument as its voluntary act and deed.

Witness my signature and notarial seal this 22ND day of APRIL 1983.

My Commission expires May 24, 1984

NOTARY PUBLIC *Theresa A. DeWitt*  
THERRA A. DEWITT, N. 844M

Marion County Residence.

83 26109

RECEIVED FOR RECORD  
BETH O'LAUGHLIN  
RECORDER - MARION CO.  
APR 22 3 04 PM '83