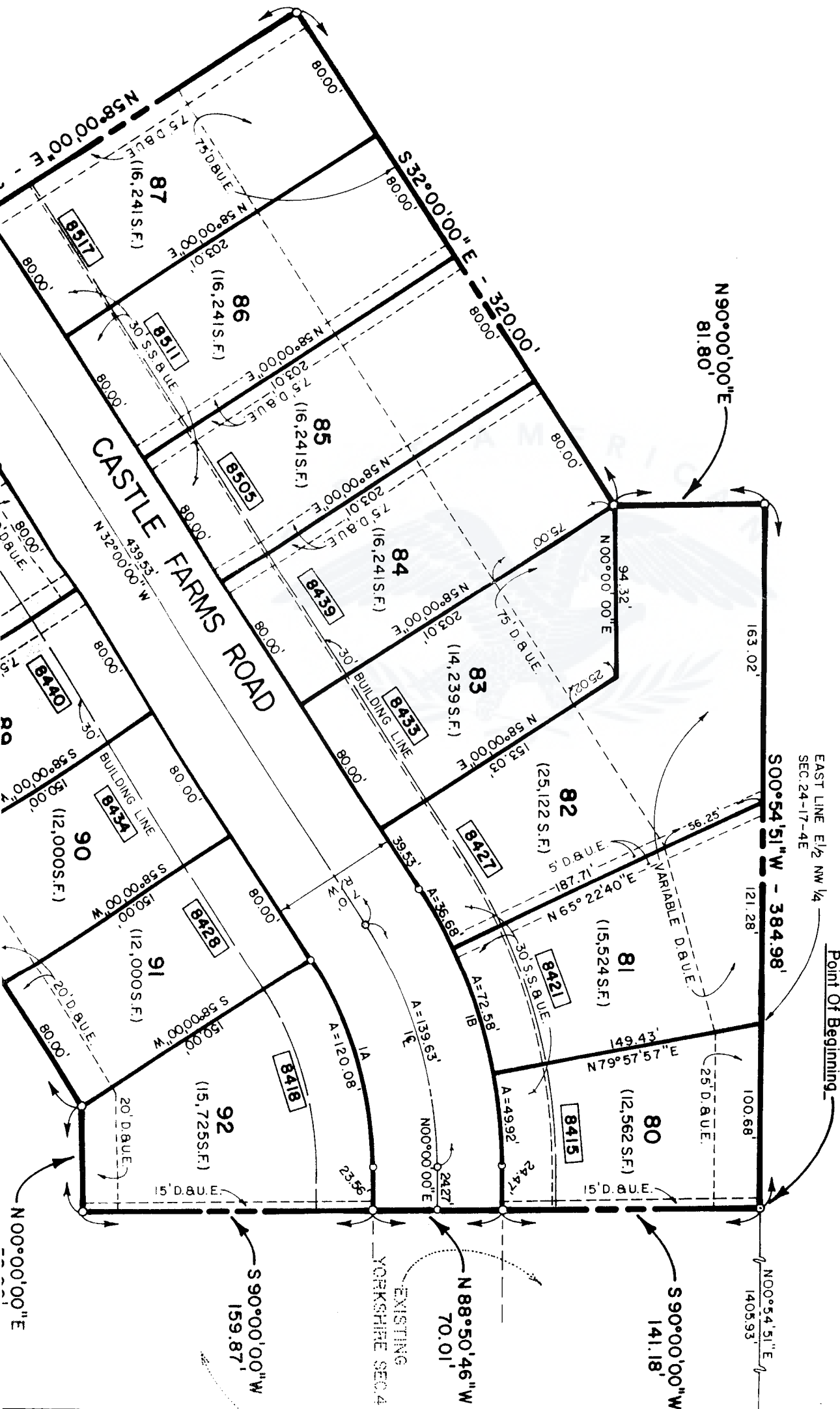


YORKSHIRE — SECTION 5

SE COR. E 1/2 NW 1/4
SEC. 24-17-4E



10078702

RECEIVED FOR RECORD
SECTION CLERK
RECORDS DEPARTMENT

OCT 8 11 59 AM '81

The undersigned, George Wimpey of Ohio, Inc. by 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 9, an Addition in Marion County, Indiana.

In pursuance of a general plan for 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 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, covenants, 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:

1. The streets as shown on the attached plat are hereby dedicated to the perpetual use of the public for proper purposes, reserving to the dedicators, their successors or assigns the reversion or reversions thereof, whenever discontinued by law.

2. 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.

3. 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 1,200 square feet above ground for one story, one and one half story or two story dwellings and a minimum finished living area of 1,200 square feet above and below grade for split level and bi-level dwellings, exclusive of open porches and garages.

4. 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 purpose 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.

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

6. 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 or 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 on the master plat of said subdivision.

7. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between one foot above the roadways 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 of foot from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines to the road. 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 alleyway. 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.

8. 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.

9. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be a nuisance, annoyance or nuisance to the neighborhood.

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

11. Animals: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and birds may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

12. Waste Disposal: No lot shall be used or maintained as a dumping ground for refuse, trash, garbage, or other waste shall not be used for any other purpose. No material shall be kept in a clean, neat and orderly manner. No material shall be kept in a clean, neat and orderly manner. No material shall be kept in a clean, neat and orderly manner. No material shall be kept in a clean, neat and orderly manner.

DRAWN				REVISIONS			
BY	DATE	CHECK	NO.	BY	DATE	CHECK	
E.G.							

SOUTH LINE E 1/2 NW 1/4
SEC. 24-17-4E

...any other...
 ...responsibility of the owner of the land.
 ...shall comply with the final grade and drainage plan as set forth for the master plan of said

...no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the
 ...remain on any corner lot within the triangular area formed by the street property lines and a line connecting
 ...of the street lines, or in the case of a rounded property corner, from the intersection of the street property
 ...the same shall apply on any lot within 10 feet from the intersection of a street property line with the edge
 ...No tree shall be permitted to remain within such instances of such intersections unless the foliage line is main-
 ...of such sight-lines.

...installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these
 ...shall be placed or permitted to remain which may damage or interfere with the installation and
 ...of low of drainage channels in the easements, or which may obstruct or retard the flow of
 ...all improvements in it shall be maintained continuously by the
 ...except for those improvements for which a public authority or utility company is responsible.

...No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoy-
 ...to the neighborhood.

...No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any
 ...as a residence, either temporarily or permanently.

...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
 ...that they are not kept, bred, or maintained for any commercial purpose.

...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
 ...in incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash
 ...in suitable incinerators during the hours as set forth by Marion County Ordinance.

...No automobile or motor driven vehicle shall be left upon a lot for a period longer than thirty days in a condition wherein it
 ...to be operated upon the public highway, after which time the vehicle shall be considered a nuisance and detrimental to the welfare of the
 ...and shall be removed from the lot.

...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
 ...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.

...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
 ...after which time said covenants shall be automatically extended for successive periods of ten years
 ...of lots in 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.

16. ENFORCEMENT: THE METROPOLITAN DEVELOPMENT COMMISSION, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT, POWER OR AUTHORITY, TO ENFORCE ANY COVENANTS, COMMITMENTS,
 RESTRICTIONS OR OTHER LIMITATIONS CONTAINED IN THIS PLAT OTHER THAN THOSE COVENANTS, COMMITMENTS, RESTRICTIONS OR LIMITATIONS THAT EXPRESSLY RUN IN 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.
 17. INVALIDITY: 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.

I, the undersigned, GEORGE WIMPEY OF OHIO, INC., by Gene C. Merryman, Vice-President, has hereunto caused his name to be subscribed this

day of October 1984.



Gene C. Merryman
 GENE C. MERRYMAN
 VICE-PRESIDENT

Before me a Notary Public in and for said County and State, personally appeared GEORGE WIMPEY OF OHIO, INC., by Gene C. Merryman
 Vice-President, and acknowledged the execution of the above foregoing instrument as it voluntary act and deed.

Witness my hand and notarial seal this 2nd day of October 1984.

Notary Public Expires May 24 1988

Witness my hand and notarial seal this 2nd day of October 1984.

Witness my hand and notarial seal this 2nd day of October 1984.

BY: *Gene C. Merryman*
 GENE C. MERRYMAN
 VICE-PRESIDENT

BY: *Gene C. Merryman*
 GENE C. MERRYMAN
 VICE-PRESIDENT

DRAWN			
BY	DATE	CHECK	NO.
E. G.			



SCHNEIDER ENGINEERING CORPORATION

3675 NORTH POST ROAD
 INDIANAPOLIS, INDIANA 46226

340.05

SCALE: AS

13171 808.8282