These covenants are to run with the land and shall be binding on all
which time said covenants shall be automatically extended for the
then owners of the lots it is agreed to change said covenants in whole
or in part. An owner may cast one vote for each lot owned.

If the parties hereto, or any of them or their heirs or their assigns
shall violate or attempt to violate any of the covenants herein it
situated in said development or subdivision to prosecute any proceedings
at law or in equity against the person or persons violating or attempting
to violate any such covenant and either to prevent him or them from so
doing or to recover damages or other dues for such violation.

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

A. All lots in this tract shall be described as residential lots and
no structures shall be erected, altered, placed or permitted to remain
on any residential building plot other than one detached single-family
dwelling not to exceed two and one half stories in height and a private
garage for not more than three cars.

B. No building shall be erected, placed or altered on any building
plot in this subdivision until the building plans, specifications, and
writing as to conformity and harmony of external design with existing
respect to topography and finished ground elevation, by a committee
composed of Joseph S. Dawson and Robert L. Pawson or by a representative
designated by the members of said committee. In the event of death or
resignation of any member of said committee, the remaining member shall
have authority to approve or disapprove such design and location or to
designate a representative with like authority. In the event said
committee or its designated representative, fail to approve or dis-
approve such design and location within 30 days after said plans and
specifications have been submitted to it, or in any event, if no suit
to enjoin the erection of such building or the making of such alterations
has been commenced prior to the completion thereof such approval will not
be required and the covenant will be deemed to have been fully complied
with. Neither the members of such committee nor its designated representa-
tive shall be entitled to any compensation for services performed
pursuant to this covenant. The powers and duties of such committee, and
its designated representative, shall cease on and after January 1, 1976.
Thereafter, the approval described in the covenant shall not - required
unless, prior to said date and effective this written instrument
shall be executed by the recorded owners of a majority of the lots in
this subdivision and duly recorded appointing a representative or
representatives who shall thereafter exercise the same powers previously
exercised by said committee.

C. No building shall be located nearer to the front lot line or nearer
to the side street line than the building set-back lines shown in the
recorded plat. No building shall be located nearer than ten feet to
any side lot line.

D. No residential structure shall be erected or placed, on any building
plot which point has an area of less than 20,000 square feet, except
lots Nos. 199, 200, 201, 202 and 203 which shall have a minimum of
24,000 square feet or a width of less than the width at the set-back
shown on the recorded plat for each separate recorded lot.

E. No noxious or offensive trade or 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.
DELAWARE TRAILS SECOND SECTION

Page 2

Plat Book
30 page 95

F. No trailer, basement, tent, shack, garage, barn or other out-
building erected in the tract shall at anytime be used as a
residence temporarily or permanently, nor shall any structure of a
temporary character be used as a residence.

G. The ground floor area of the main structure for Lots Nos. 199,
200, 201, 202 and 203 shall be not less than 1200 square feet for
one-story, 1000 square feet for 1-1/2, 2, two and one-half stories;
for Lots Nos. 91 to 198 inclusive, the areas shall not be less than
1200 square feet for one-story, 800 square feet for 1-1/2, 2 and
2-1/2 stories.

H. There are strips of ground 2, 5, 7.5, 10, 15 and 20 feet in width
as shown on the within plat reserved for the use of public utility
companies (not including transportation companies) for the installation
and maintenance of poles, wires, mains, ducts and drainage purposes,
subject at all times to the authority of the Marion County Planning
Board and to the easement herein reserved. No permanent or other
structures shall be erected thereof, by the owners of such lots,
but such owners shall take their titles subject to said easement
herein granted and reserved for ingress and egress, in, along, across
and through the several strips of ground aforesaid.

I. All septic tanks built and constructed on any lot in said addition
shall be in conformity with and meet the specifications and requirements
established by the Indiana State Board of Health from time to time for
the construction of septic tanks and finger systems thereto.

J. There is a 50 foot drainage easement for the Howard Johnson Ditch
in which no poles or structures of any kind may be installed or main-
tained.