The undersigned Owners of record of the foregoing real estate located in Marion County, State of Indiana, hereby plat and subdivide the same in accordance with the plat and certificate.

This Subdivision shall be known and designated as Rosedale Lawrence, Section 2, a residential subdivision in Marion County, State of Indiana.

The streets and rights-of-way contained herein, if not hereofore dedicated, are hereby dedicated to public use.

There are strips of ground-marked utility easements shown on this plat which are hereby reserved for the future use and needs of public utilities not including transportation companies, lines and wires and other equipment used in the provision of service to the owners of lots within the subdivision. Purchasers of lots in this subdivision shall have easements hereby created and subject at all times to the rights of proper authorities to service the easement hereby created and no permanent structure of any kind and no part thereof, except fences, shall be built, erected or maintained on said utility easements.

There are strips of ground-marked drainage easements shown on this plat which are hereby reserved to the City of Lawrence and the use of the Indiana State Department of Public Works for the installation and maintenance of sanitary sewers, drains, gutters, ditches, pipes, culverts, etc. Purchasers of lots in this subdivision shall take title subject to the utility easements hereby created and subject at all times to the rights of proper authorities to service and maintain the drainage facilities and easements hereby created and no permanent structure of any kind and no part thereof, except fences which do not retard or impede the flow of water which will not be built, erected or maintained on said drainage easements. It shall be the responsibility of the owner of the property to maintain such areas in such conditions that the flow of drainage water on, across and from said areas shall not be impeded, diverted or accelerated by such use. Failure to comply with the City of Lawrence ordinances or the Indiana State Department of Public Works may result in a loss of such rights and use of such area as may be necessary in the public interest. All engineers and surveyors shall be careful not to damage any owner's property by such construction or the flow of drainage water on, across and from said areas shall not be impeded, diverted or accelerated.

It shall be the responsibility of the owner of any lot or parcel of land within this subdivision to comply with the provisions of the ordinance of the City of Lawrence and the Indiana State Department of Public Works with respect to the following:

1. All such building lines as are hereby established as shown on the plat prepared by the City of Lawrence, and the Indiana State Department of Public Works are hereby designated as public building lines. Failure to comply with the City of Lawrence and the Indiana State Department of Public Works regulations and recommendations or construction of buildings within these public building lines may result in the removal of such structure and the owners may be held liable for all damage caused by such removal.

2. All such drainage lines as are hereby established as shown on the plat prepared by the City of Lawrence and the Indiana State Department of Public Works are hereby designated as public drainage lines. Failure to comply with the City of Lawrence and the Indiana State Department of Public Works regulations and recommendations or construction of structures within these public drainage lines may result in the removal of such structure and the owners may be held liable for all damage caused by such removal.

3. All lots in this subdivision shall be designated as residential lots, and no home shall exceed two and one half stories or thirty-five feet in height.

4. Every single-family dwelling erected, placed, altered or maintained on any lot within this subdivision shall have a minimum living area of five square feet per person. The living area of all such buildings shall be at least two hundred sixty-five (265) square feet of the required minimum living area.

5. Every single-family residence constructed upon any lot within this subdivision shall include at a minimum an attached garage. The means of ingress and egress to said garage shall be over a hard-surface driveway constructed of concrete or asphalt.
6. No structure of a temporary character, tent, shack, basement, garage, barn, or other out-building shall be erected, placed, or altered upon any lot for use as a residence, or for any other purpose, temporary or permanent, except such use or purpose as is explicitly authorized in these regulations.

7. The repair or storage of inexpensive motor vehicles or material alteration of motor vehicles shall not be permitted on any lot unless entirely within a garage permitted to be constructed by these covenants, conditions and restrictions.

8. Owners of undeveloped or unoccupied lots shall at all times keep and maintain such lots in an orderly manner, causing weeds and other growths to be reasonably cut and prevent the accumulation of rubbish and debris thereon.

9. No noxious or offensive activities shall be carried on or be permitted to exist on any lot, nor shall anything be done thereon which may cause an annoyance or nuisance thereof. Any structure or building permitted to be erected upon any lot by these covenants, which may be all or in part destroyed by fire, wind, storm or any other reason, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debris accumulated in connection therewith shall be removed within a reasonable time after any such occurrence.

10. Any tank for the storage of fuel erected, placed or altered on any lot is hereby restricted to not be concealed or otherwise located below the surface of the ground.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other animals generally and customarily recognized as household pets, provided they are not kept, bred or maintained for any commercial purpose.

12. No use shall be made of any lot in this subdivision except as permitted by the regulations of the dwelling districts zoning ordinance of Marion County, as amended for the zoning classification under which this project is developed.

13. Every building or part thereof shall be so located as to provide a side yard on each side of every lot in accordance with the minimum required by the zoning ordinance of Marion County, as amended for the D-4 zoning classification, except that the side yard on any one side of any lot may be the same as the side yards on the other side of any lot where the lots are not separated by a utility easement or a drainage easement which serves lots beyond the lots owned by the common owner as described above. The regulations shall apply to the lot lines or the lot lines of multiple lots under common ownership. Where adjoining lots are owned by the same owner or owners, the side yards of such lots are not used to provide drainage or utility easements which may extend to any area beyond the lots commonly owned, then those covenants on the boundary line between the two lots shall be extended back onto the lots owned by the same owner or owners. Notwithstanding the regulations of the D-4 zoning ordinance the minimum rear yards for any lot within this subdivision shall be twenty feet, and the minimum side yard of each lot or the combined lots under the circumstances described above shall be not less than one and five (15) feet, and the aggregate of both side yards shall not be less than one and twenty (120) feet, in addition the open space which is comprised of the total horizontal area of all uncovered open space plus one half of the total horizontal area of all covered open space shall comprise at least seventy percent of the total lot area.

14. No boat, trailer or canopy of any kind shall be kept or parked upon said lot except within the garage or other approved structure.

15. No fences, wall, hedge or shrub planting which obstructs sight lines 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 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 extending. The same sight line limitations shall apply to all lots within 10 feet from the intersection of street lines, with the edge of a driveway, or alley line. No trees shall be permitted to remain within such distance of such intersections unless by the owner or approved plan this distance is maintained at sufficient height to prevent obstruction of such sight lines, and no fences shall be permitted to be constructed between the front set back lines and the street curb.

16. No house footing drain or roof water drain shall be discharged into the sanitary sewer system.

17. An Architectural Review Committee is hereby created, which committee will consist of not less than one member. Said initial members of the Architectural Review Committee will be appointed jointly by the persons who have executed the Declaration, or their legal representatives, the people who have executed this plat who wish to replace the member of the Architectural Review Committee and to expand the membership of the Architectural Review Committee with the architect, and the members proposed to replace the member of the committee. In the event of the death, or resignation of the specifically appointed member, or the person or persons who have executed this plat who will be authorized to select the successor. The members thereby created. A majority of the members of the committee will be authorized to determine whether the proposed structure plans and specifications conform to the standards of style, material, quality and harmony of character and design with the existing structures of the development and whether the building and property set back lines are in conformity with the applicable plat requirements and the applicable conditions and restrictions. The committee shall undertake such other duties and responsibilities as may be assigned to it. No changes will be made to any purchaser of a lot for examination of plans or for giving approval for construction thereon. In the event the committee becomes non-operative, in violation of its approval or disapproval of plans 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.

19. The right to enforce each and all of the covenants, conditions and restrictions set forth herein, together with the right to 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's fees. 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, ZM-40-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.

20. 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 such 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 in Brown County, State of Indiana, in which event the provisions as set forth for renewal shall be null and void.

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

WITNESS MY SIGNATURE THIS 30th DAY OF DECEMBER, 1959

[Signature]

Thomas E. Grant, President
Anthony Development Corporation, Inc.

STATE OF INDIANA
COUNTY OF MARION

I, the undersigned, a notary public duly commissioned to take acknowledgments and administer oaths in the State of Indiana, certify that the foregoing instrument was personally appeared before me and acknowledged the execution of the foregoing instrument, as his duly authorized act, this 30th day of DECEMBER, 1959.

[Notary Seal]

[Signature]

Notary Public

My commission expires 2-5-68

County of issuance: Marion