The streets, if not heretofore dedicated, are hereby dedicated to the public.

There are strips of ground 5 and 10 feet in width as shown on this plat and marked "Drainage and Utility Strips" which are hereby reserved for the use and maintenance of run-off, drainage, and sewers, subject to all proper authorities and to the easements heretofore granted and reserved. No permanent structures are to be erected or maintained upon said utility easements of the public utilities, said rights including the right of ingress and egress, in, along, across and through said utility easements, and to the owners of the other lots in this addition.

Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets, no building shall be erected or maintained not to exceed two and one-half stories in height, and a private garage for not more than 3 cars and residential accessory buildings.

No structure or other use of the main structure, exclusive of one-story open porches and garages, shall be more than 1300 square feet for lots 1, 2, 4, 6, 5, and not less than 1200 square feet for lots 3, 4, and 7 by 58 in the case of a one-story structure, nor less than 1000 square feet for lots 1, 2, 4, & 5, or 800 square feet for lots 3, 4, and 7 by 58 in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of 1500 square feet, for lots 1, 2, 4, & 5, or 1200 square feet, for lots 3, 4, and 7 by 58, of finished livable floor area.

No hotel building, boarding house, mercantile or factory building or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision. No trailers, shacks or outhouses of any kind shall be erected or situated on any lot, except that for use by the builder during the construction of a proper structure.

No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision.

No nuisance, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which is to obstruct reasonable vision, light or air; and all fences shall be kept in good repair and erected reasonably so as to enclose the property. No fence shall be erected between the front property lines and the building setback line other than a fence of a decorative nature not exceeding three (3) feet six (6) inches in height.

No private or semi-private water supply and/or sewage disposal system may be located upon any lot in this subdivision, which is not in compliance with regulations or procedures as provided by the Indiana State Board of Health or other civil authority having jurisdiction. No septic tank, absorption field, or any other method of sewage disposal shall be located or constructed on any lot or lots herein except as approved by said health authority.

No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by a committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have the full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed with the building according to the plans as approved. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

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

No fence, 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 25 feet from the intersection of said street lines, or in the right of way property corner from the intersection of the street lines extended. The same sightline limitations shall apply to any lot with in 10 feet from the intersection of a street line with the edge of a driveway, side walk or alley line. 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.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until July 5, 1982 at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the lots in this subdivision, it is agreed to change said covenant in whole or in part.

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.