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APPROVED THIS___
DAY OF 19___
AUDITOR OF MAP

[Signature]
The undersigned, The Jonathan Group, Inc. by Thomas D. Rush, Secretary, being the owners of record of the subject real estate, do hereby lay off, plat and subdivide into lots and streets said real estate in accordance with the
within plat. The following restrictions, limitations and covenants are hereby imposed upon and shall run with the land
contained in such plat.

This subdivision shall be known and designated as WALNUT FARMS - FIRST SECTION, a subdivision in Marion
County, Indiana. All streets and alleys shown and not herefore dedicated, are hereby dedicated to the public.

Front and side building lines are established as shown on this plat between which lines and the property line of the
street or structure shall be erected or maintained. No fence, wall, hedge or shrub planting which obstructs sight line
at elevations between 2 and 5 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 case of a rounded property corner, from the intersection of the street lines extended. The same
shall be in addition to any lot within 10 feet from the intersection of a street line with the edge of a driveway,
pavement or alley line. No tree shall be permitted to remain within such distance of such intersection unless the
top of the tree is maintained at sufficient height to prevent obstruction of such sight line.

There are strips of ground as shown on this plat and marked Drainage and Utility Easement, reserved for the use
of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to
the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or
maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights
of the public utilities.

All lots in this subdivision are reserved for residential use, and no building other than a one-family residence or
structure or facility accessory in use thereto shall be erected thereon.

No double or multi-family residences shall be constructed within this subdivision.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less
than twelve hundred (1200) square feet in the case of a one-story structure, nor less than eight hundred (800) square
feet in the case of a multistorey structure.

All residential lots platted within this Section of Walnut Farms shall have a minimum lot area of ten thousand
(10,000) square feet and that the provisions of the Subdivision Control Ordinances permitting a reduction of total lot
area in ten percent (10%) of such lots shall not be applicable to reduce the aforesaid minimum lot area in any of
these lots.

Protective screening areas are established as shown on the above plat. Planting fences or walls shall be maintained
throughout the entire length of such areas by the owner or owners of lots at their own expense to form an
effective screen for protection of the residential area. No building or structure except a screen fence or wall or
utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the
areas shall be permitted except for the purpose of installation and maintenance of screening, utilities or drainage
facilities.

In the event storm water drainage from any lot or lots flows across another lot, provisions shall be made to
permit such drainage to continue, without restriction or reduction, across the downstream lot and into the natural
drainage channel or course, even though no specific drainage easement for such flow of water is provided on said
plat.

No animals, livestock, or poultry of any description 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 commercial
purposes.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or
other waste, and it shall not be kept except in sanitary containers. Trash may be burned only in suitable incinerators
during the hours as set forth by Marion County Ordinance.

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot property cut and to
keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to
do so then Developer may take such action as it deems appropriate in order to make the lot neat and attractive,
and the owner shall upon demand reimburse Developer for the expense incurred in so doing.

All residences constructed within this subdivision which are single story shall have exterior walls of masonry
or cedar, exclusive of porches and garages, and that all two story residences or split level residences shall have
a minimum of fifty percent (50%) masonry on all exterior walls, exclusive of porches and garages.

All residences constructed within this subdivision shall have two car garages attached to the said
residences and all driveways shall be completely surfaced with either asphalt or concrete.

The foregoing covenants, or restrictions, 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 of this plat, at which time said covenants,
or restrictions, shall be automatically extended for successive periods of ten (10) years unless changed by vote of
a majority of the then owners of the buildings covered by these covenants or restrictions, in whole or in part.
Instillation of any one of the foregoing covenants or restrictions, by judgment, or court order shall in no wise
affect any of the other covenants or restrictions, which shall remain in full force and effect. Rights of enforcem-
ent of these covenants is hereby granted to the Metropolitan Development Commission, its successors or assigns.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due
process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated
to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and
assignees:
IN WITNESS WHEREOF, The Jonathan Group, Inc., by Thomas D. Rush, Secretary, has executed this instrument and caused its seal to be affixed thereto this 16th day of May, 1976.

The Jonathan Group, Inc.

By

Thomas D. Rush, Secretary

STATE OF INDIANA )
COUNTY OF MARION )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared
The Jonathan Group, Inc., by Thomas D. Rush, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 16th day of May, 1976.

My Commission Expires 1-1-79

Notary Public

This instrument prepared by Gary L. Kern, this 16th day of June, 1974.