The undersigned, George Whitney of Ohia, Inc., Gene C. Heryman, Vice President, being the owners of the described real estate do hereby 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 1, an addition in Marion County, Indiana.

In pursuance of a general plan for the 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 the consideration for this conveyance, the Grantor covenants with the Grantee as follows:

The within plat shall be and remain the property of the Grantor and the Grantor hereby accepts the same subject to each and all of the following restrictions, conditions, 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 shown and hereinafter dedicated are hereby dedicated to the public.

2. Land Use: No lot shall be used except for residential purposes, nor shall any lot be subdivided to form lots of lesser 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, not to exceed 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 limits prevailing on the date these covenants are recorded. It is the purpose and intent of this covenant to assure that all buildings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the site. Subject to the above, the maximum building area of the dwelling shall be limited to the minimum finished living area of 1,200 square feet above grade for one story, one and one-half stories or for a two-story building that meets all requirements of the ordinance. Two story dwellings may be built at a cost of not less than $25,000.00 for each floor above and below grade to 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.

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, 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 set forth for the master plan of said subdivision.

7. Sight Distance Intersections: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet 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 the same. The same sight line limitations shall apply on any lot at the street intersection or in the case of a rounded property line from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances 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 obstruct or retard the flow of water through drainage channels in the easements. The easement of each lot and all improvements in it is to 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 or become an annoyance or nuisance to the neighborhood.

10. Retention Basin: The retention basin bordering lots numbered 28, 29, 30, 31, 32, and 33 of Section 1 constitute an easement reserved on those lots for the benefit of drainage.

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

12. Animals: 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 be kept provided that they are not kept, bred, or maintained for any commercial purpose.

13. Waste Disposal: 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 containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash may be burned only in suitable incinerators during the hours as set forth by Marion County Ordinance.

14. Vehicles Not in Use: No automobile or motor driven vehicle shall be left upon a lot for a period longer than thirty days in a condition wherein it is not able to be operated upon the public highway, after which time the vehicle shall be considered nuisance and detrimental to the welfare of the neighborhood and shall be removed from the lot.

15. Signs: No sign of any kind shall be displayed to the public view on any lot, except one permanent sign of not more than 20 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.

16. Public Walks: Each lot shall have a public walk constructed of concrete across the front and side street on corner lots with a minimum of four (4) inch thickness and four (4) feet in width, except on 82nd Street.

17. Term: 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 the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an 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.

18. Enforcement: Right to enforcement of these covenants is hereby granted to the Metropolitan Development Commission, its successors or assigns, and to any of the present or future owners of said lots.

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

20. There shall be no means of access (pedestrian or vehicle) to 82nd Street from the rear of Lots #1,2 and 33.
Vehicles Not in Use: No automobile or motor driven vehicle shall be left upon any lot for a period in excess of one week. Such vehicles shall be removed from the lot unless the same be placed upon the public highway, after which time the vehicle shall be considered a nuisance and detrimental to the welfare of the neighborhood and shall be removed from the lot.

Signs: 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 temporary sign 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.

Public Walks: Each lot shall have a public walk construction of concrete across the front and side street on corner lots with a minimum of four (4) inch thickness and four (4) feet in width, except on 82nd Street.

Term: 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 the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an 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.

Enforcement: Right to enforcement of these covenants is hereby granted to the Metropolitan Development Commission, its successors or assigns, and to any of the present or future owners of said lots.

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

There shall be no means of egress (pedestrian or vehicle) to 82nd Street from the rear of Lots 1, 2 and 3.

In witness whereof, George Whiteman of Ohio, Inc. by Gene C. Herryman, Vice-President, has hereunto caused his name to be subscribed.

This 14th day of September 1980.

Gene C. Herryman
Vice-President

Before me, the undersigned, Public in and said County and State personally appeared George Whiteman of Ohio, Inc.

Gene C. Herryman, Vice-President and acknowledge the execution of the above foregoing instrument as its voluntary act and deed.

Witness my signature and notarial seal this 14th day of September, 1980.


Notary Public

Marion County Residence: Marion