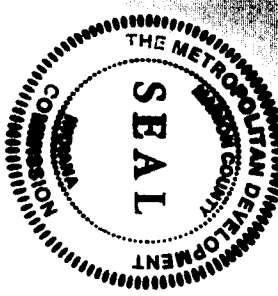


APPROVED THIS 4th DAY OF August 1989
 COUNTY TAXATION ASSESSOR
[Signature]
 COUNTY CLERK

830075695



[Signature]

DRIVE

HOWARD'S DANDY PER P.B.28

COMMITTEE

METROPOLITAN DEVELOPMENT COMMISSION
 DIVISION OF DEVELOPMENT SERVICES
 MARION COUNTY, INDIANA

8/4 1989

PROPER PUBLIC NOTICE OF THE HEARING HAS BEEN PUBLISHED

[Signature]
 CHAIRMAN

[Signature]
 MEMBER

88-8-89

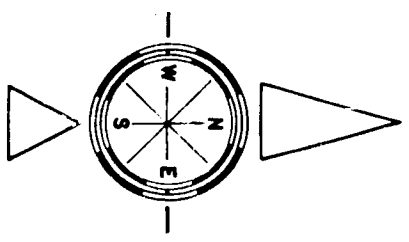
VOID UNLESS RECORDED

BEFORE 10-12-90

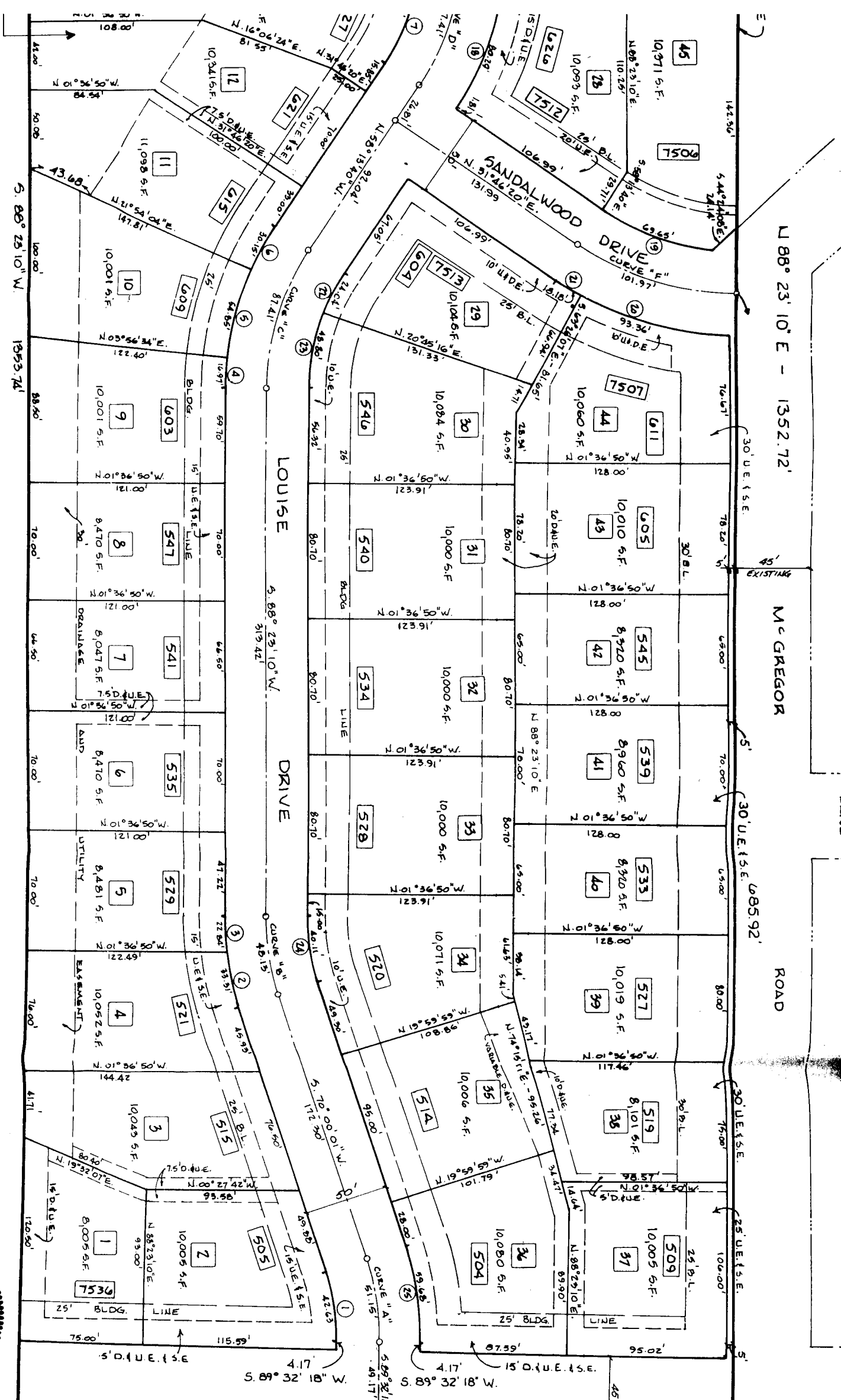
HICKORY PARK

SECTION 1

PERRY TOWNSHIP, MARION CO., IND.



CURTIS L. CONROD
 MARION COUNTY TAXATION
 400 21826
 400 21826
 MARION COUNTY TAXATION
 SUBJECT TO FINAL
 ACCEPTANCE FOR TRANSFER



N 88° 23' 10" E - 1352.72'

Mc GREGOR ROAD

ROAD

LOUISE DRIVE

SANDALWOOD DRIVE

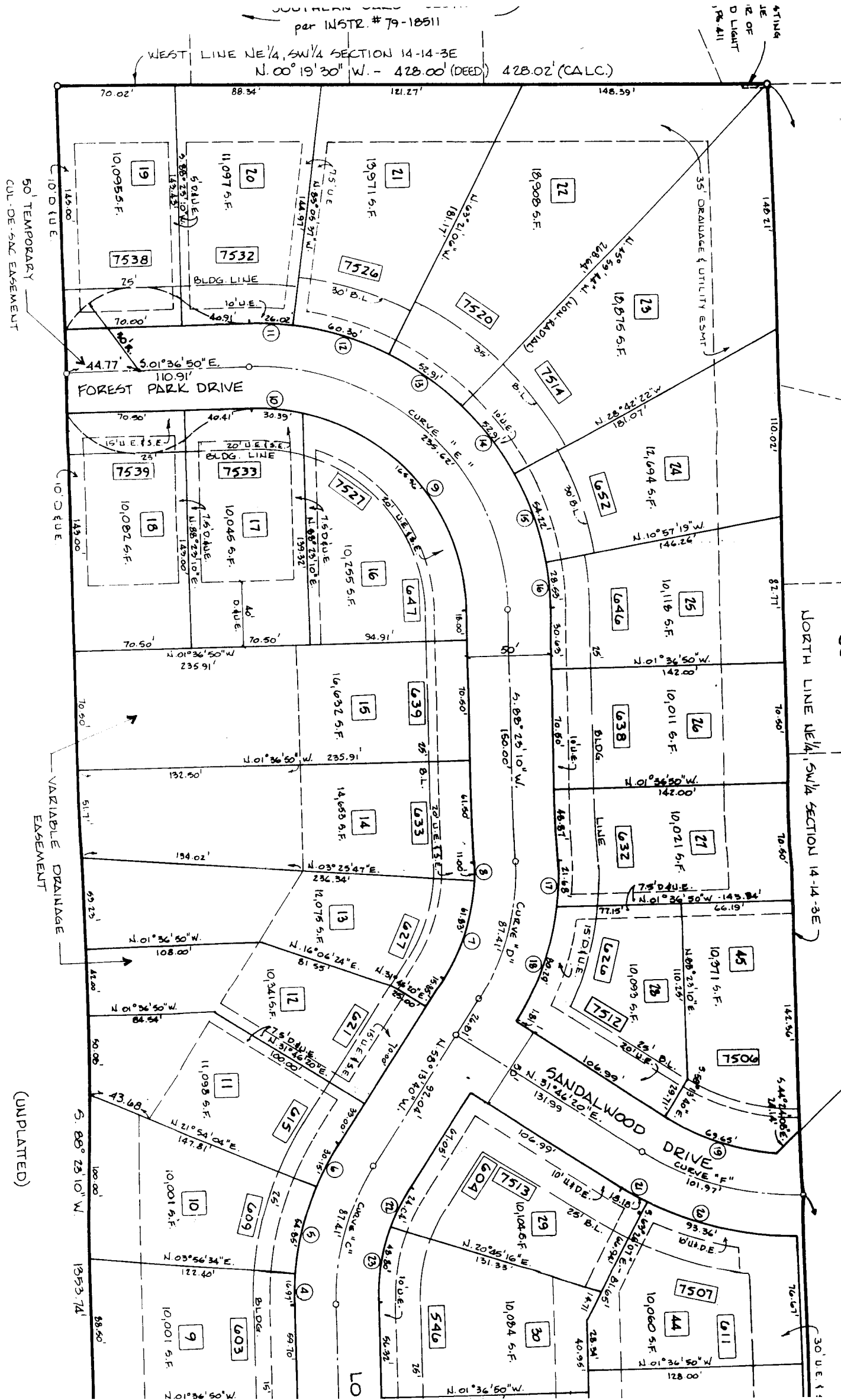
(UNPLATTED)

APPROVED THIS 4th DAY OF August 1989
 COUNTY TOWNSHIP ASSESSOR



SOUTHERN CURVE
per INSTR. # 79-18511

WEST LINE NE 1/4, SW 1/4 SECTION 14-14-3E
N. 00° 19' 30" W. - 428.00' (DEED) 428.02' (CALC.)



(UNPLATTED)

I, THE UNDERSIGNED, DO HEREBY CERTIFY THE ATTACHED PLAT TO BE TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, REPRESENTING A SUBDIVISION OF:

HICK

The undersigned, the SSD DEVELOPMENT CORP., an Indiana Corporation, hereby make, plat and subdivide, lay off and dedicate said described real estate into lots and streets in accordance with this certified plat, which addition shall be known as HICKORY PARK, Section I, Marion County, Indiana. That the streets as shown on the attached plat are hereby dedicated to public use and that all of the lots contained in the above plat or any portion thereof shall be subject to the following restrictions, which restrictions shall be considered and hereby declared to be covenants running with the land, which said restrictive covenants are as follows, to-wit:

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1. There are strips of ground as shown on the plat marked drainage and/or utility easements which are reserved as easements for the use of the municipality in which this addition is located and public utility companies for the installation, maintenance, use, repair and removal of water mains, gas mains, utility poles, wires and other facilities and utilities necessary or incident to the common welfare and the use and occupancy of residential purposes of the houses to be erected in this addition. No buildings or other structure except walks or driveways shall be erected or maintained upon, over, under or across any such utility strips for any use except as set forth herein and owners in this addition shall take title to the land contained in such utility strips subject to the perpetual easements hereby reserved.
 - (A) Drainage Easements (D.E.):—are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction on any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.
 - (B) Sewer Easements (S.E.):—are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.
 - (C) Utility Easements (U.E.):—are created for the use of public utility companies, not including transportation companies, for the installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer easements.
 - (D) The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this addition to said easement herein granted for ingress and egress in, along, and through the strips of ground for the purposes herein stated.
2.
 - (A) Definitions—"Side line" means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.
 - (B) Front Yards—The front building setback lines shall be as set forth upon this plat of the Development.
 - (C) Cul-De-Sacs—If a particular lot abuts on a cul-de-sac, the front building setback line shall be as shown on the plat of that lot.
 - (D) Side Yards—The side yard setback lines shall not be less than aggregate of sixteen (16) feet, provided, however, no side yard shall be less than six (6) feet from the side lines of the lot.
 - (E) Rear Yards—The rear setback lines shall be at least

common welfare and the use and occupancy of the purposes of the houses to be erected in this addition. No buildings or other structure except walks or driveways shall be erected or maintained upon, over, under or across any such utility strips for any use except as set forth herein and owners in this addition shall take title to the land contained in such utility strips subject to the perpetual easements hereby reserved.

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- (D) The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this addition to said easement herein granted for ingress and egress in, along, and through the strips of ground for the purposes herein stated.
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- (D) Side Yards—The side yard setback lines shall not be less than aggregate of sixteen (16) feet, provided, however, no side yard shall be less than six (6) feet from the side lines of the lot.
- (E) Rear Yards—Rear setback lines shall be at least twenty (20) feet from the rear lot line, excepting in the case of water frontage lots where setbacks shall be as set forth upon this plat of the development.
3. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted on any lot other than as stated under the D-3 zoning as amended and presently in effect in Marion County, Indiana. No multi-family dwellings or duplexes shall be erected, placed or permitted on any lot.
4. No building shall be located on any lot nearer to the property line than the minimum building setback lines shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building or a lot to encroach upon another lot.
5. No building or structure of any kind, including additions, alterations, fences, screens, and walls shall be erected or altered on the property until the plans and specifications, location and plot plan thereof in detail and to scale, shall have been submitted to and approved by the undersigned in writing before any construction had begun. The plans and specifications of and location of all construction shall be in compliance with the building, plumbing and electrical requirements of all applicable regulatory codes. Refusal or approval of plans and specifications, location and plot plan by the undersigned may be based on any ground including purely aesthetic grounds in the sole and absolute discretion of the undersigned. The undersigned shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

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HICKORY PARK

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DEVELOPMENT CORP., an Indiana corporation, shall divide and subdivide, lay off and plat into lots and streets in Marion County, Indiana, which addition shall be subject to the restrictions and covenants running with the same as follows, to-wit:

As shown on the plat marked "Hickory Park" which are reserved as easements in which this subdivision and adjoining subdivisions and adjoining subdivisions and adjoining subdivisions shall take title to utility strips subject to easements reserved.

Easements are created to provide for local storm drainage, adequate underground conduit, water supply and fire hydrant system; and it shall be the responsibility of the lot owner to cross his own lot. Under no circumstances shall any easement be blocked in any way or reconstruction or any grading restrict the water flow. Areas are subject to easements to any extent for the drainage at any time by the authority having jurisdiction over the subdivision.

Easements are created for the use of the authority having jurisdiction over the waste disposal system of said subdivision to serve the addition and maintenance of said system. Each owner of said system shall be responsible for any public sanitary sewer easements.

Easements are created for the use of utilities, not including for the installation of cables as well as for the easements of sewer easements.

In this addition shall take title to utility strips subject to easements reserved. In this addition shall take title to utility strips subject to easements reserved. In this addition shall take title to utility strips subject to easements reserved.

Setback lines shall be

6. No structure of a temporary nature, outbuilding of any kind not attached to the main residence, including, but not necessarily limited to any trailer, tent, basement, space, garage, barn, dog house, or other outbuilding shall be constructed, moved onto or used on any lot at any time, for any purpose. Mini barns must be approved by the Architectural Control Committee.
7. No single story dwelling shall have a ground floor area less than 1,200 square feet and no two story dwelling shall have a ground floor area less than 800 square feet.
8. Each dwelling shall have at least a two car attached garage. Open sided carports are specifically prohibited.
9. All drives into these lots shall be hard surfaced and constructed in a manner befitting the other lots in the neighborhood.
10. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building setback line, and in no case shall be greater than three and one-half (3.5) feet in height. Approval shall be as provided in part six (6). No fence of any nature shall be erected within the boundaries of any easements reserved on this plat, except in areas noted as signage easement.
11. No fence, wall hedge or shrub planting which obstructs sight line at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line, and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply on a lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage life is maintained at sufficient height to prevent obstruction of such sight lines.
12. No downspouts shall be connected to or caused to discharge rainwater into any sanitary sewer.
13. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period, except as provided for in signage easements.
14. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
15. No oil drilling, oil development operations, oil refining or mining operation of any kind shall be permitted upon or in any lot, for small oil wells.
16. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other domestic household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
17. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. 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 sanitary condition.
18. All electrical service, telephone and other utility lines shall be placed underground, but this restriction may be waived in writing by the undersigned. No outside antennas, poles, masts, towers or satellite dishes shall be permitted unless approved in writing by the undersigned.

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11. No fence, wall, hedge or shrub planting which obstructs sight line at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line, and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply on a lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage life is maintained at sufficient height to prevent obstruction of such sight lines.
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18. All electrical service, telephone and other utility lines shall be placed underground, but this restriction may be waived in writing by the undersigned. No outside antennas, poles, masts, towers or satellite discs shall be permitted unless approved in writing by the undersigned.
19. All oil tanks and bottle gas tanks must be underground or placed in walled-in areas so that they shall not be visible from any street or adjacent properties. Any stationary air-conditioning units must be similarly walled-in, screened or appropriately landscaped.
20. All trash and garbage containers must be placed in walled-in areas so that they shall not be visible from the street or adjacent property except on days of collection.
21. No outdoor clothes drying or apparatus shall be allowed.
22. Once commenced, the initial construction of any residence upon any lot in this subdivision shall be completed within a reasonable time, and no incomplete structure shall be permitted to exist on any lot for an unreasonable period of time after construction is commenced.
23. In general unless otherwise provided in these restrictions or on the recorded plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the development except as provided herein.
24. 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.
25. The Owner of any lot, developer, their successors or assigns, shall have the right to enforce by a proceeding at law or in equity, all restrictions, conditions, or covenants imposed by these covenants, but adulterant shall not be liable for damages of any of the restrictions. No delay or failure by any person to enforce any restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of person to assert any right available in and upon the occurrence, recurrence or continuation of any violation or violations of the restrictions. In the event that declarant shall seem it necessary to enforce any restrictions, the owner shall pay reasonable attorney's fees and court costs if declarant shall prevail in said litigation.

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