

COVENANTS

VE HERETO MAKE PLAT, AND SUBDIVIDE, LAY OFF AND DEDICATE SAID DESCRIBED REAL ESTATE INTO LOTS AND STREETS IN ACCORDANCE WITH THE PLAT HERETO ATTACHED, WHICH ADDITION SHALL BE BOUND AS BOSTONS SUB. SECTION 9, MARION COUNTY, INDIANA. THAT THE STREETS AS SHOWN ON THE ATTACHED PLAT ARE HEREBY DEDICATED TO PUBLIC USE AND THAT ALL OF THE LOTS AND PARCELS BEING IN THE ABOVE PLACE 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:

1. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO BUILDING SHALL BE ERRECTED, ALTERED, PLACED, OR PERMITTED ON ANY LOT OTHER THAN AS STATED UNDER THE Z-3 ZONING AS SPECIFIED IN THE MARION COUNTY ZONING ORDINANCE 28-26-13 AS AMENDED AND NOW EFFECTIVE IN MARION COUNTY, EXCEPT AS VARIANCE SOCIETY NUMBER 83-71-100 METROPOLITAN BOARD OF ZONING APPEALS OF MARION COUNTY.

2. (A) NO FENCE OR WALL SHALL BE ERRECTED, PLACED, OR ALTERED ON ANY LOT NEARER TO THE STREET THAN THE MINIMUM WIDTHING SET-BACK LINE, AND IN NO CASE SHALL BE GREATER THAN THREE AND ONE-HALF (3 1/2) FEET IN HEIGHT. APPROVAL SHALL BE AS FURNISHED IN PART (13) FIFTEEN. NO FENCE OF ANY KIND SHALL BE ERRECTED WITHIN THE BOUNDARIES OF ANY PARCELS NEARER TO THIS PLAT, EXCEPT IN AREAS NOTED AS SIGNAGE EASEMENTS.

(B) NO SINGLE STORY BELLINGS SHALL HAVE A GROUND FLOOR AREA LESS THAN 1000 SQUARE FEET AND NO TWO STORY BELLINGS SHALL HAVE A GROUND FLOOR AREA LESS THAN 600 SQUARE FEET PROVIDED HOWEVER THAT NO SINGLE STORY BELLINGS SHALL BE CONSTRUCTED ON LOTS 100, 100 & 100 HAVING A GROUND FLOOR AREA OF 1000 SQUARE FEET AND A TWO STORY BELLINGS OF 1000 SQUARE FEET OF GROUND FLOOR AREA.

(C) EACH BELLING SHALL HAVE AT LEAST A TWO CAR GARAGE BUT OPEN SIDED CARPORTS ARE SPECIFICALLY PROHIBITED.

3. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LINE THAN THE BUILDING BUILDING SET-BACK LINES SHOWN ON THE RECORDED PLAT. FOR THE PURPOSES OF THIS COVENANT, LINES, STEPS, AND OPEN SPACES SHALL NOT BE CONSIDERED AS A PART OF THE BUILDING. PROVIDED, HOWEVER, THAT THIS SHALL NOT BE CONSIDERED TO PREVENT ANY PORTION OF A BUILDING OR A LOT TO ENCROACH UPON ANOTHER LOT.

4. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND EASEMENTS FACILITIES ARE RESERVED AS SHOWN ON THE RECORDED PLAT.

5. NO METHODS OF OFFENSIVE ACTIVITY SHALL BE CARRIED ON FOR ANY LOT. NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR OFFENSE TO THE NEIGHBORS.

6. NO BUILDING OR STRUCTURE OF ANY KIND, INCLUDING WENTHROPS, ALTERATIONS, FENCES, SCREENS AND WALLS SHALL BE ERRECTED OR ALTERED ON THE PROPERTY UNTIL THE PLANS AND SPECIFICATIONS, LOCATION AND PLAT PLAN THEREOF, IN DETAIL AND TO SCALE, SHALL HAVE BEEN SUBMITTED TO AND APPROVED BY THE UNDERSIGNED IN WRITING BEFORE ANY CONSTRUCTION HAS 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 LATEST CODES, SUBJECT TO APPROVAL OF PLANS AND SPECIFICATIONS. LOCATION AND PLAT PLAN BY THE UNDERSIGNED MAY BE BASED ON ANY OTHER INCLUDING PURELY AESTHETIC REASONS. IN THE SALE 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 ERRECTED ACCORDING TO SUCH PLANS AND SPECIFICATIONS.

7. NO STRUCTURE OF A TEMPORARY NATURE, OUTBUILDING OF ANY KIND NOT CONNECTED TO THE MAIN RESIDENCE, INCLUDING, BUT NOT NECESSARILY LIMITED TO ANY TRAILER, TENT, SHEDDING, RANCH, GARAGE, BARN, POOL HOUSE, OR OTHER OUTBUILDING, SHALL BE CONSTRUCTED, MOVED ONTO OR USED ON ANY LOT AT ANY TIME, FOR ANY PURPOSE.

(A) NO TRAILER, BOAT, CAMPER, CAMPING EQUIPMENT, RECREATIONAL VEHICLE OR SIMILAR PERSONAL PROPERTY SHALL BE STORED OR PARKED IN ANY MANNER WHATSOEVER IN FRONT OF THE HOME OR BELLINGS ERRECTED ON THESE LOTS.

(B) THE RESIDENTS SHALL MAKE EVERY EFFORT TO KEEP THEIR YARD AND LOT IN AN ATTRACTIVE MANNER AND IN SUCH A MANNER THAT IT SHALL NOT DETRACT FROM THE PROPERTY VALUE OF THE ADJACENT AND THE SELLER JOINS AS TO WHETHER OR NOT IT IS BEING SO KEPT SHALL REMAIN WITH THE DEVELOPER.

8. ALL DRIVEWAYS INTO THESE LOTS SHALL BE HARD SURFACED AND CONSTRUCTED IN A MANNER BEFITTING THE OTHER LOTS IN THE NEIGHBORHOOD.

19. ONCE COMMENCED, THE USUAL CONSTRUCTION REQUIREMENTS FOR ANY LOT IN THIS SUBDIVISION SHALL COMPLY WITH A REASONABLE TIME, AND NO INDETERMINABLE PERIOD OF TIME AFTER CONSTRUCTION COMPLETION.

20. THESE COVENANTS ARE TO RUN WITH THE LAND BE BOUND ON ALL PARTIES, AND ALL PERSONS CLAIMING BY A PARTY OF 15 YEARS FROM THE DATE THEY ARE RECORDS. AFTER WHICH TIME SAID COVENANTS AUTOMATICALLY EXTENDED FOR SUCCESSIONIVE POSSESSION UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF OWNERS OF THE LAND HAS BEEN PROVISIONALLY RECORDS TO CHANGE THEM IN WHOLE OR IN PART.

21. INVALIDATION OF ANY ONE OF THESE COVENANTS JUDICED BY COURT ORDER SHALL IN NO WISE AFFECT OTHER PROVISIONS WHICH SHALL REMAIN IN FULL EFFECT.

22. THE OWNER OF ANY LOT, DEVELOPER, THESE ASSIGNS, SHALL HAVE THE RIGHT TO ENFORCE BY A LAW OR IN EQUITY, ALL RESTRICTIONS, COVENANTS, COVENANTS IMPROVED BY THESE COVENANTS, BUT NOT BE LIABLE FOR DAMAGES OF ANY KIND TO ANY FAILURE EITHER TO AVOID BY, ENFORCE OR CARRY OUT RESTRICTIONS, OR NEAR OR FAILURES BY ANY FOR ANY RESTRICTIONS OR TO ENFORCE ANY AVAILABLE RESPECT TO A VIOLATION OR VIOLATIONS THEREOF ANY COVENANTS BE ERRECTED OR MADE TO BE A PART OF THE DEED TO BE SO DESCRIBED, OR A PART THEREOF TO AVOID ANY OTHER AVAILABLE TO ENFORCE, ENFORCEMENT OR CONSTRUCTION OF ANY VIOLATIONS OF THE RESTRICTIONS. IN THE EVENT DECLARANT SHALL NEED IT NECESSARY TO ENFORCE RESTRICTIONS, THE OWNER SHALL PAY REASONABLE FEES AND COURT COSTS IF DECLARANT SHALL PREVAIL IN LITIGATION.

23. THE METROPOLITAN DEVELOPMENT COMMISSION, SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT, AUTHORITY, TO ENFORCE ANY COVENANTS, COVENANTS RESTRICTIONS OR OTHER LIMITATIONS CONTAINED IN OTHER THAN THESE COVENANTS, COVENANTS, BEST LIMITATIONS THAT EXPRESSLY RUN IN FAVOR OF THE METROPOLITAN DEVELOPMENT COMMISSION; PROVIDED THAT NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT METROPOLITAN DEVELOPMENT COMMISSION FROM ENFORCE PROVISIONS OF THE PROVISIONS CONTROL, ENFORCEMENT AS ORDERED, OR ANY CONDITIONS ATTACHED TO ANY PLAT BY THE PLAT COMMISSION.

24. WHATEVER THE TERMS "UNDERSIGNED", "DEVELOPER" OR "DECLARANT" ARE USED IN THIS DOCUMENT, THEY BE DEFINED AS MICHAEL J. KIAS AND WILLIAM F. VAN HANHOY, JR. OR ASSIGNS.

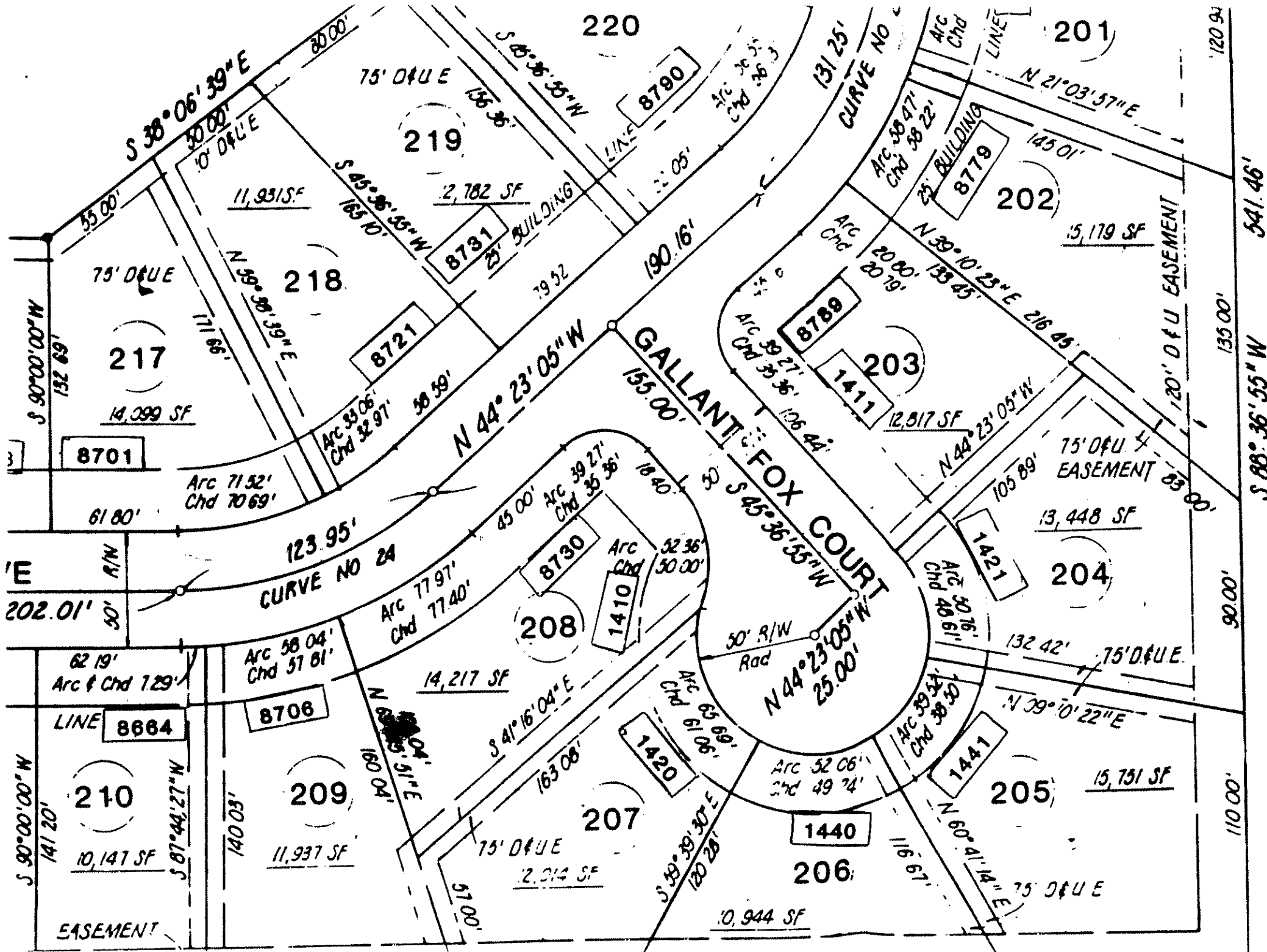
IN WITNESS WHEREOF, THIS INDENTURE, WILLIAM F. VAN HANHOY, JR. AND MICHAEL J. KIAS, RESPECTIVELY, HAVE HEREIN SIGNED AND AFFIRMED THE VERACITY OF THE FOREGOING INDENTURE AS THEIR AUTHORITY, THIS 19th DAY OF MAY, 1987.

Michael J. Kias
MICHAEL J. KIAS
William F. Van Hanhoy, Jr.
WILLIAM F. VAN HANHOY, JR.

I, THE UNDERSIGNED, A NOTARY PUBLIC COMMISSIONED TO TAKE ACKNOWLEDGEMENTS AND ADMINISTER OATHS IN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT WILLIAM F. VANHOY, JR. AND MICHAEL J. KIAS, RESPECTIVELY, PERSONALLY APPEARED BEFORE ME AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INDENTURE AS THEIR AUTHORITY. THIS 19th DAY OF MAY, 1987.

Vickie Lynne
NOTARY PUBLIC
VICKIE LYNN
PRINTED

MY COMMISSION EXPIRES 11-2-89



APPROVED THIS 20th
 DAY OF May
 1988
 TOWNSHIP ASSESSOR
Jennifer Gallagher

FINAL APPROVAL
PLAT COMMITTEE
 METROPOLITAN DEVELOPMENT COMMISSION
 DIVISION PLANNING & ZONING
 MARION COUNTY, INDIANA
MAY 20 1988
 PROPER PUBLIC NOTICE OF THIS
 HEARING HAS BEEN PUBLISHED
James R. [Signature] CHAIRMAN
John W. [Signature] MEMBER
M. [Signature] MEMBER

VOID UNLESS RECORDED
BEFORE 5-14-88

RECORDED
 MAY 20 1988
 MARION COUNTY, INDIANA