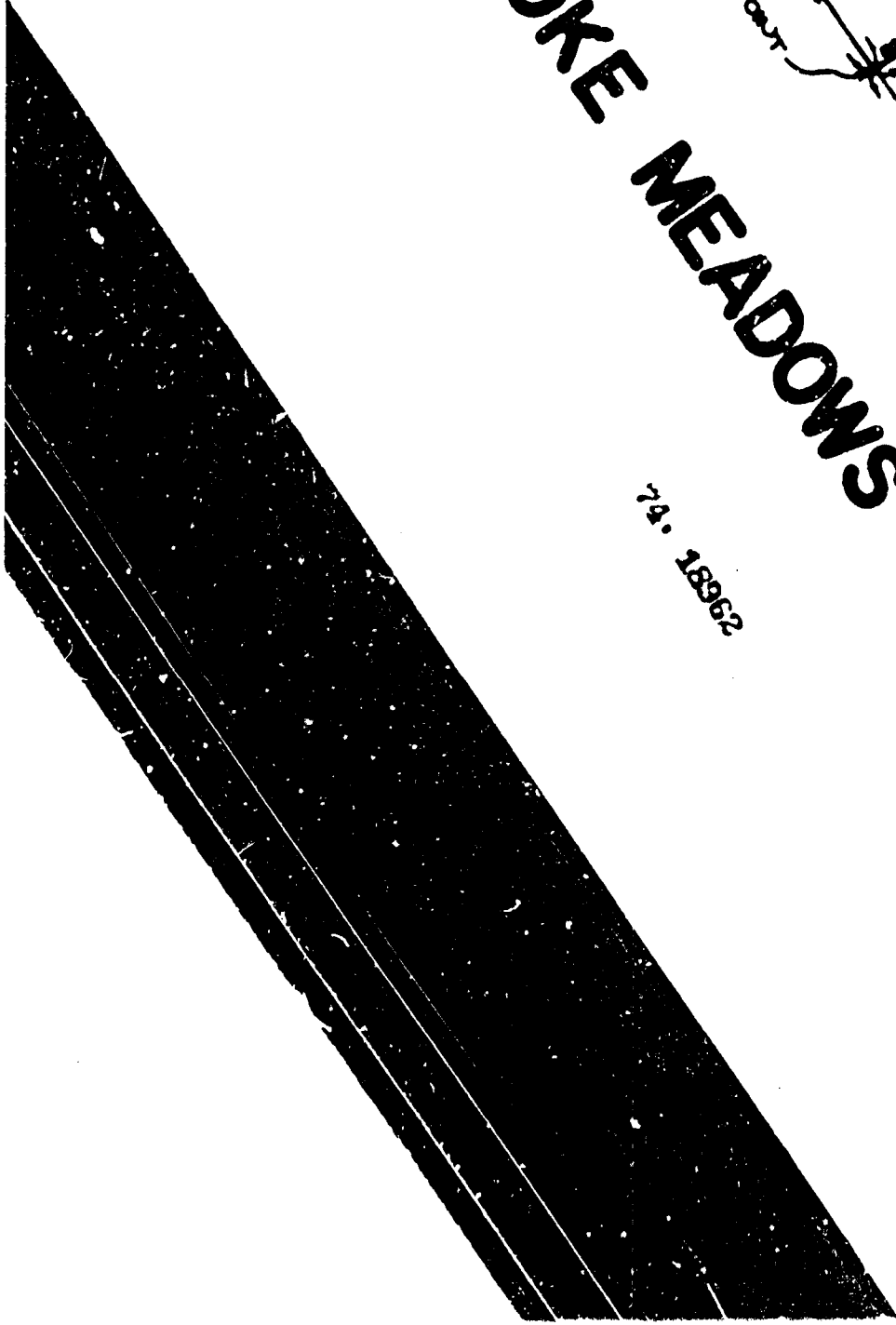


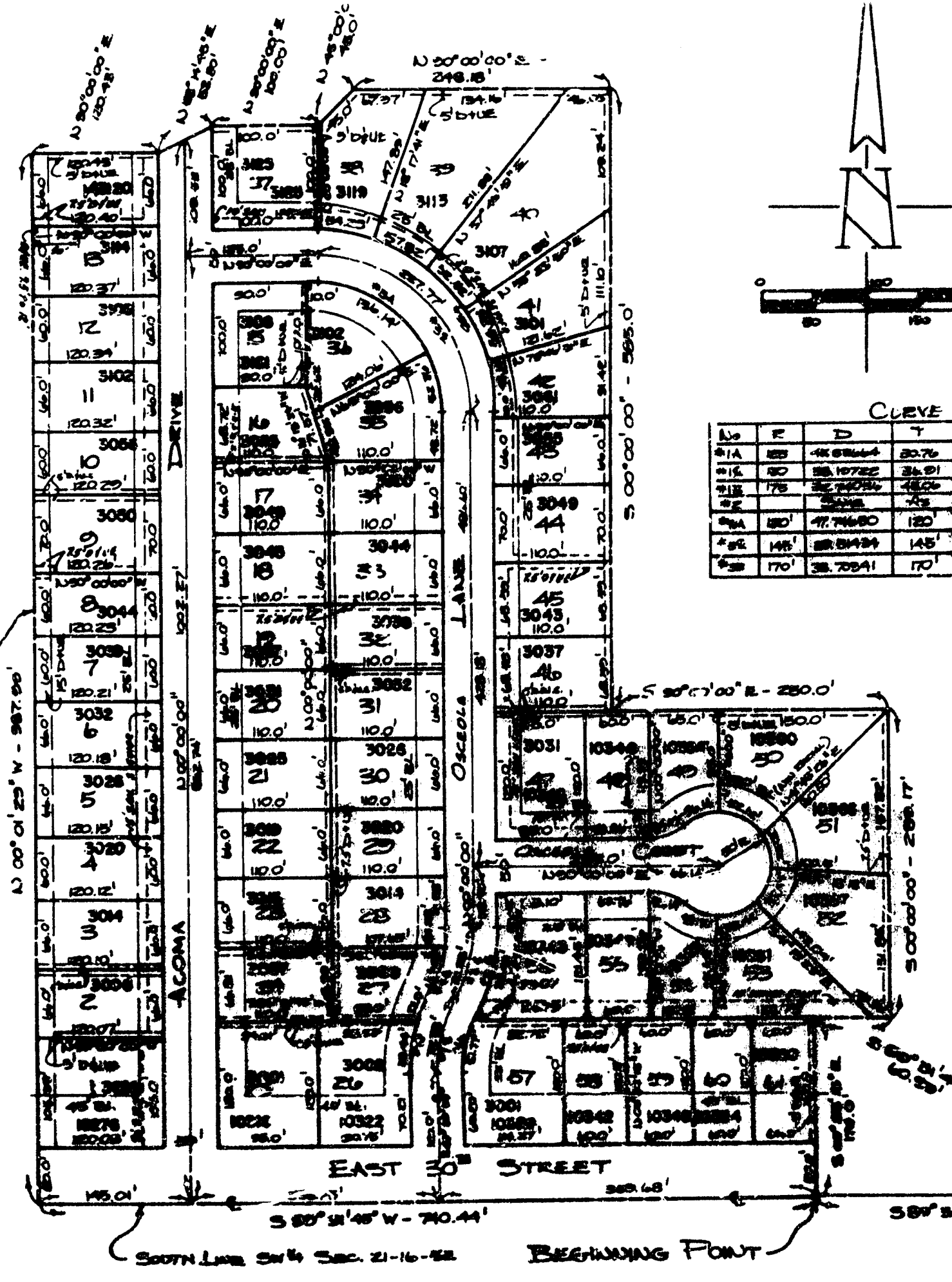
EAST BROOKE MEADOWS - FIRST SECTION



74. 18362



WEST LINE E 1/2 SW 1/4 SEC. 21-16-52E



CURVE

No	R	D	T
*1A	85'	45.8644	30.76
*1B	80'	58.10722	34.91
*1C	75'	72.70794	40.06
*2			45
*3A	120'	17.74650	120
*3B	145'	22.54934	145
*3	170'	38.72841	170

SOUTH LINE SW 1/4 SEC. 21-16-52E

BEGINNING POINT

74 1002

Edward Rose of Indiana, a Limited Partnership by Sheldon Rose, General Partner, being the owner of the above described real estate, do here 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 Eastbrook Meadows - First Section, an Addition to Marion County, Indiana.

The streets shown and not heretofore dedicated are hereby dedicated to the public.

All numbered lots in this Addition shall be designated as residential lots. Only one single family with accessory building and not exceeding two stories in height may be erected or maintained on said lots. Front and side building lines are established as shown on this plat between which line and the property lines of the street, no structure shall be erected or maintained. 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 case of a rounded property corner, from the intersection of the street lines extended. The same sightline limitations shall apply 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 distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of the sight line.

No one-story house shall be erected on any lot in this Addition having a ground floor area of less than 900 square feet and no one and one-half story house having a ground floor area of less than 650 square feet, except as to open porches, garages or basements.

No tent, shack, basement, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residential purposes in any lot in this Addition. No house or offensive trade shall be carried on upon any lot in this Addition nor shall anything be done thereon which shall be or become a nuisance to the neighborhood. No poultry or farm animals shall be raised or maintained on any lot. This restriction shall not prohibit a resident from keeping an usual pet animal or bird.

There are strips of ground as shown on the within plat marked "Drainage Easements" and/or "Utility Easements" which are hereby reserved for the use of public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drains, subject at all times to the authority of Marion County, Indiana, and to the easements herein reserved. No permanent or other structure shall be erected or maintained on said strips. The owners of such lots in this Addition, however, shall take their title subject to the rights of the public utilities and to those of the owners of said lots in this Addition.

The right to enforce the within provisions, restrictions and covenants by injunction, together with the right to cause the removal by due process of law of any septic tank, absorption bed or structure erected or maintained in violation thereof, is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs and assigns. The Metropolitan Development Commission, their successors or assigns who shall be required to such relief without being required to show any damage of any kind to any such owner or owners by or through any such violation or attempted violation. Such provisions shall be in full force and effect until June 1, 1978 at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. The within covenants, limitations, and restrictions are to run with the land and shall be binding on all parties claiming under them.

Witness my hand and seal this 13th day of November, 1973.

EDWARD ROSE of INDIANA

Sheldon Rose
SHELDON ROSE
General Partner

Before me, a Notary Public in and said County and State, personally appeared Edward Rose of Indiana, a Limited Partnership, by Sheldon Rose, General Partner, and acknowledge the execution of the above foregoing instrument as its voluntary act and deed.

I do hereby certify that I am a Notary Public in and said County and State, and that I am duly qualified to perform the duties of my office.

075

02866
FILED

APRS - 1974

APPROVED THIS 24th

