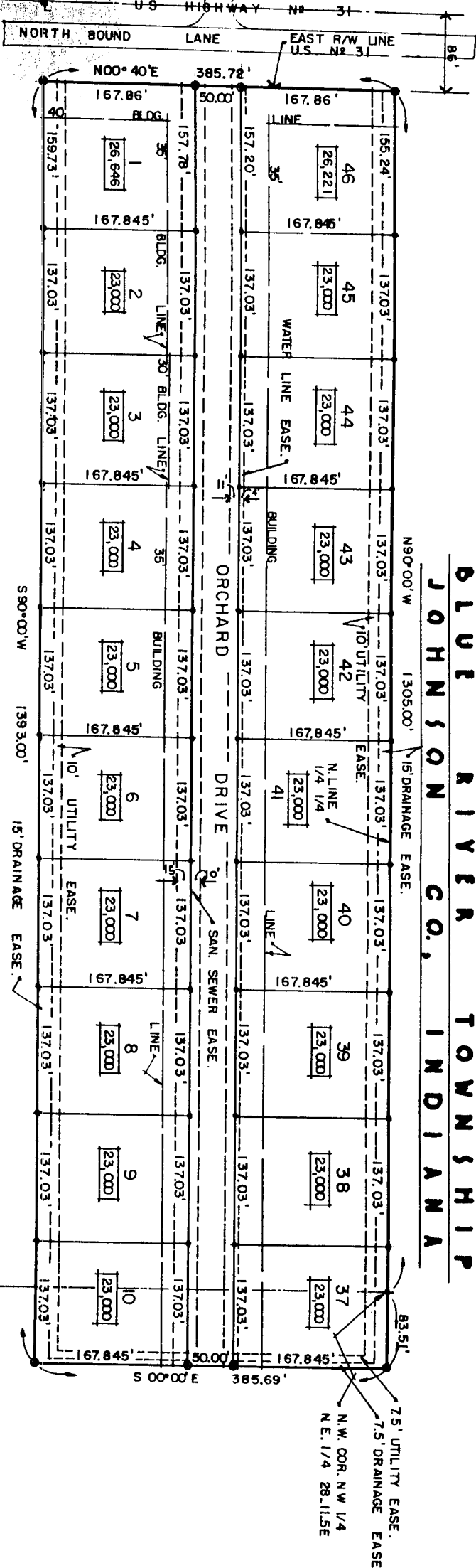


ORCHARD PARK

FIRSTR SECTION

BLUERIVER TOWNSHIP

JOHNSON CO., INDIANA



RESTRICTIONS

THE UNDERSIGNED, DAVID C. LINN AND HELEN C. LINN, HUSBAND AND WIFE RESPECTIVELY, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT THEY HAVE SUBDIVIDED SAID REAL ESTATE INTO LOTS AND DO HEREBY LAY OFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE SAID WITHIN IN PLAT. THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "ORCHARD PARK-FIRST SECTION" AND IS LOCATED IN BLUE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA, WHICH REAL ESTATE IS DESCRIBED AS FOLLOWS:

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 5 EAST OF THE SECOND PRINCIPAL MERIDIAN IN BLUE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SAID NORTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 90 DEGREES 00 MINUTES EAST 83.51 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES EAST 385.69 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES WEST 1393.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF U. S. HIGHWAY No. 31; THENCE NORTH 00 DEGREES 40 MINUTES EAST 385.72 FEET; THENCE NORTH 90 DEGREES 00 MINUTES EAST 1305.00 FEET TO THE PLACE OF BEGINNING, CONTAINING 12.314 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL RIGHTS-OF-WAY AND EASEMENTS.

ALL STREETS SHOWN ON SAID PLAT ARE DEDICATED TO THE PUBLIC.

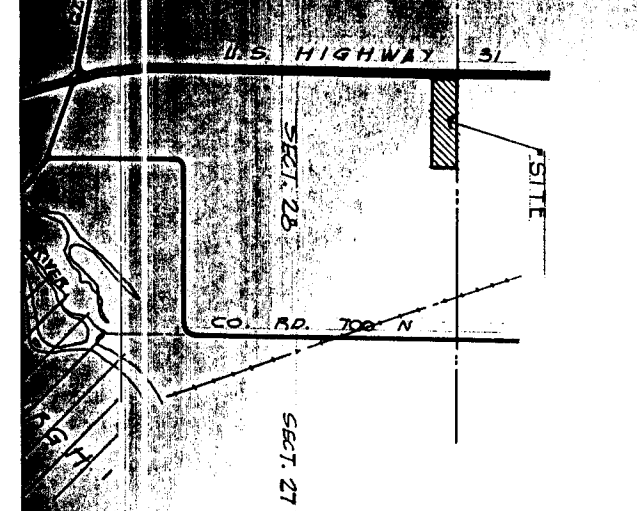
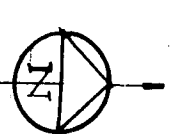
BUILDING SETBACK LINES ARE ESTABLISHED AS SHOWN ON THIS PLAT. STRIPS OF GROUND SHOWN ON THE PLAT AND MARKED "UTILITY EASEMENTS" ARE RESERVED FOR THE USE OF ANY AND ALL UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION OF THEIR REQUIRED LINES, MAINS OR OTHER NECESSARY MEANS OF CONVEYANCE FOR PURPOSE OF SERVING SAID LOTS WITH THE REQUIRED UTILITIES.

STRIPS OF GROUND SHOWN ON THE PLAT AND MARKED "DRAINAGE EASEMENTS" ARE RESERVED FOR DRAINAGE IN ACCORDANCE WITH THE RECORDED, APPROVED DRAINAGE PLAN AND SHALL BE MAINTAINED AS SUCH BY EACH OWNER IN ACCORDANCE WITH SAID PLAN.

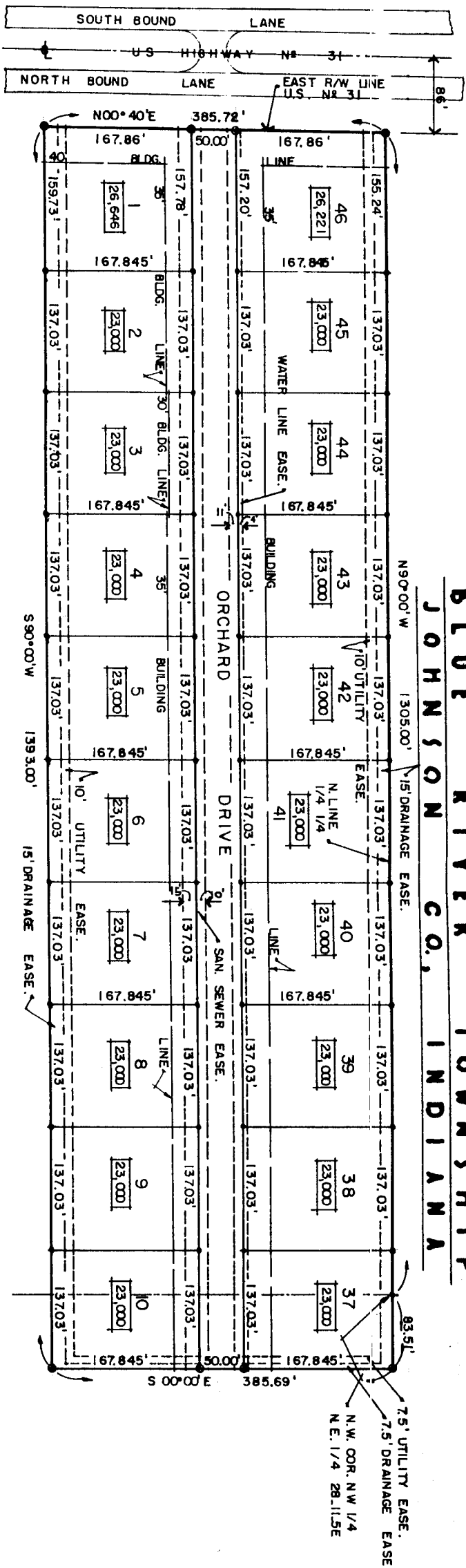
STRIPS OF GROUND SHOWN ON THE PLAT AND MARKED AS "SEWER EASEMENTS" AND "WATER LINE EASEMENTS" ARE FOR FUTURE CONSTRUCTION OF WATER DISTRIBUTION LINES AND SEWER COLLECTION LINES. FITTED MAY CROSS THE DESIGNATED STREETS.

NOTE:
7.5' UTILITY & DRAINAGE EASEMENTS EACH SIDE LOT LINE OF EACH UNLESS INDICATED OTHERWISE.

● IRON PIN
○ CONCRETE MONUMENT



T I K Y I L U N
BLUE RIVER TOWNSHIP
JOHNSON CO., INDIANA



NOTE:
 7.5' UTILITY & DRAINAGE EASEMENTS ARE TO BE SHOWN ON EACH SIDE LOT UNLESS INDICATED OTHERWISE.

● IRON PIN
 ○ CONCRETE MONUMENT

RESTRICTIONS

THE UNDERSIGNED, DAVID C. LINN AND HELEN C. LINN, HUSBAND AND WIFE RESPECTIVELY, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT THEY HAVE SUBDIVIDED SAID REAL ESTATE INTO LOTS AND DO HEREBY LAY OFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE SAID WITHIN PLAT. THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "ORCHARD PARK-FIRST SECTION" AND IS LOCATED IN BLUE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA, WHICH REAL ESTATE IS DESCRIBED AS FOLLOWS:

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 5 EAST OF THE SECOND PRINCIPAL MERIDIAN IN BLUE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SAID NORTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 90 DEGREES 00 MINUTES EAST 83.51 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES EAST 365.69 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES WEST 1393.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF U. S. HIGHWAY No. 31; THENCE NORTH 00 DEGREES 40 MINUTES EAST 385.72 FEET; THENCE NORTH 90 DEGREES 00 MINUTES EAST 1305.00 FEET TO THE PLACE OF BEGINNING, CONTAINING 12.314 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL RIGHTS-OF-WAY AND EASEMENTS.

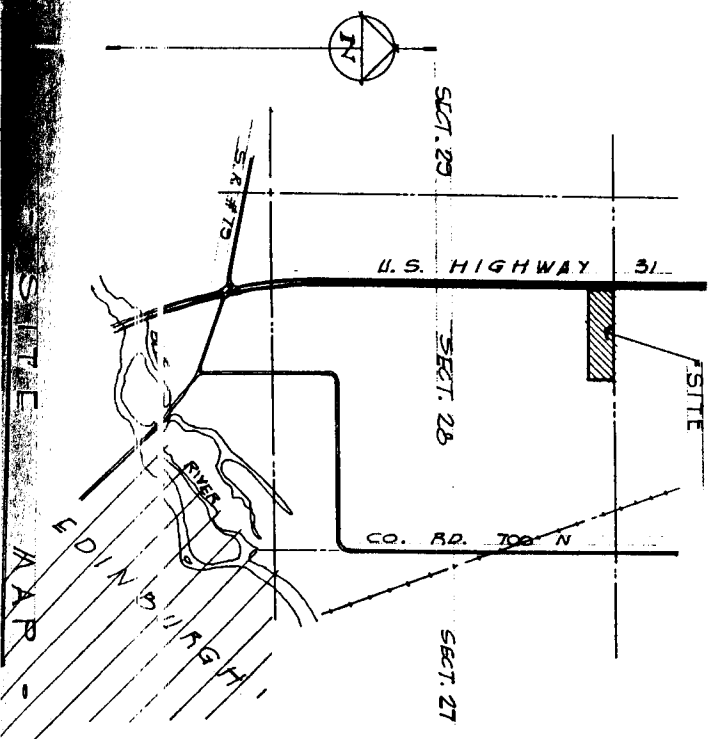
ALL STREETS SHOWN ON SAID PLAT ARE DEDICATED TO THE PUBLIC.

BUILDING SETBACK LINES ARE ESTABLISHED AS SHOWN ON THIS PLAT. STRIPS OF GROUND SHOWN ON THE PLAT AND MARKED "UTILITY EASEMENTS" ARE RESERVED FOR THE USE OF ANY AND ALL UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION OF THEIR REQUIRED LINES, MAINS OR OTHER NECESSARY MEANS OF CONVEYANCE FOR PURPOSE OF SERVING SAID LOTS WITH THE REQUIRED UTILITIES.

STRIPS OF GROUND SHOWN ON THE PLAT AND MARKED "DRAINAGE EASEMENTS" ARE RESERVED FOR DRAINAGE IN ACCORDANCE WITH THE RECORDED, APPROVED DRAINAGE PLAN AND SHALL BE MAINTAINED AS SUCH BY EACH OWNER IN ACCORDANCE WITH SAID PLAN.

STRIPS OF GROUND SHOWN ON THE PLAT AND MARKED "SEWER EASEMENTS" AND "WATER LINE EASEMENTS" ARE FOR FUTURE CONSTRUCTION OF WATER DISTRIBUTION LINES AND SEWER COLLECTION LINES. EITHER MAY CROSS THE DEDICATED STREETS WITHOUT FURTHER EASEMENTS.

THE PLAT OF "ORCHARD PARK-FIRST SECTION", IS MADE SUBJECT TO, AND UPON THE FOLLOWING PRIVILEGES, RESTRICTIONS AND COVENANTS HEREBY IMPOSED UPON ALL LOTS AND PARTIAL LOTS WITHIN SAID SUBDIVISION AS COVENANTS RUNNING WITH THE TITLE TO ALL OF SAID LOTS AND PARTIAL LOTS, AND ALL CONVEYANCES ARE TO BE MADE IN CONFORMITY WITH THESE PRIVILEGES, RESTRICTIONS AND COVENANTS ATTACHED TO AND FILED AS PART OF THIS PLAT. THE SAME SHALL BE BINDING ON ALL PURCHASERS AND ALL PURCHASERS CLAIMING TITLE UNDER THEM, AND SAID PRIVILEGES, RESTRICTIONS AND COVENANTS ARE AS FOLLOWS:



for Amendment
12-22-89
2-22-89

Amendment - 5-27-80

ALTHEA I. JONES, NOTARY PUBLIC
RESIDENT OF COUNTY OF Booth

MY COMMISSION EXPIRES: _____

WITNESS MY HAND AND NOTARIAL SEAL THIS 10th DAY OF August, 1979.

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DAVID C. LINN AND HELEN C. LINN, HUSBAND AND WIFE RESPECTIVELY, AND EACH OF THEM ACKNOWLEDGED THE EXECUTION AND DECISION OF THE FOREGOING PLAT OF "ORCHARD PARK-FIRST SECTION", AS THEIR VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN EXPRESSED.

STATE OF INDIANA
COUNTY OF BARTHOLOMEW) SS:

DAVID C. LINN
Helen C. Linn

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND AND SEAL THIS 10th DAY OF August, 1979.

9. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL, IN NO WISE, AFFECT ANY OF THE OTHER PROVISIONS, WHICH SHALL REMAIN IN FULL FORCE AND FACT.
COVENANT AND EITHER TO PREVENT HIM OR THEM FROM SO DOING OR TO RECOVER DAMAGES, OR BOTH.
ANY PROCEEDINGS AT LAW AND EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH PERSON OR PERSONS OWNING ANY REAL PROPERTY SITUATED IN SAID SUBDIVISION, ALONG WITH THE COMMITTEE, TO PROSECUTE SUBDIVISION SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER 5. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNEES OR ANY OWNERS OF ANY LOTS IN SAID

4. CONVEYANCE OF ALL LOTS OR PARTS OF LOTS IN SAID SUBDIVISION REMAIN SUBJECT TO THE RESTRICTIONS HEREIN SET FORTH, WHICH RESTRICTIONS ARE MADE COVENANTS RUNNING WITH THE LAND FOR THE BENEFIT OF ALL PRESENT AND FUTURE OWNERS OF ALL LOTS AND PARTIAL LOTS IN SAID SUBDIVISION AND SHALL BE BINDING UPON THE GRANTEEES AND ALL PERSONS CLAIMING UNDER THEM UNTIL THE 6TH DAY OF MARCH, 1995; AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS, UNLESS BY VOTE OF A MAJORITY OF THE THEN OWNERS OF SAID LOTS OR PARTS OF SAID LOTS, AGREE TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

1. THE OWNERS OF LOTS ARE PROHIBITED FROM ANY FURTHER SUBDIVIDING OF SAID LOTS TO CREATE ADDITIONAL LOTS.
H. ANY OWNER OF ANY LOT, WHO, IN ANY WAY, DAMAGES THE DRAINAGE WAYS, AS INDICATED ON THE PLAT, OCCASIONED BY THE CONSTRUCTION OF HIS RESIDENTIAL STRUCTURE, SHALL BEAR SAID DAMAGES SOLELY AND SHALL REPAIR SAID DRAINAGE WAYS WITHIN A PERIOD OF NOT MORE THAN 45 DAYS AFTER THE OCCURRENCE OF SAID DAMAGE.

G. ALL OWNERS SHALL AGREE TO CONNECT TO AND AVALI THEMSELVES OF WATER SUPPLY FROM A WATER MAIN WHATEVER IT IS AVAILABLE TO THEIR LOT AND TO DISCONNECT THEIR SEWER FROM THEIR SEPTIC TANK AND CONNECT IT TO A SEWER WITHIN TWO (2) YEARS OF EITHER SERVICE BECOMING AVAILABLE.
F. ANY TWO-STORY RESIDENTIAL STRUCTURE BUILT ON ANY LOT IN THIS SUBDIVISION SHALL CONTAIN NOT LESS THAN 1,000 SQUARE FEET OF LIVING AREA ON THE GROUND FLOOR, EXCLUDING THE GARAGE AREA.

E. ANY SINGLE-STORY RESIDENTIAL STRUCTURE BUILT ON ANY LOT IN THIS SUBDIVISION SHALL CONTAIN NOT LESS THAN 1,200 SQUARE FEET OF LIVING AREA. IT IS UNDERSTOOD THAT ANY GARAGES ATTACHED TO THE SINGLE-STORY RESIDENTIAL STRUCTURE SHALL NOT BE INCLUDED IN THE 1,200 SQUARE FEET LIVING AREA.
D. NO LOTS SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR JUNK. TRASH, GARBAGE OR OTHER WASTE SHOULD NOT BE KEPT, EXCEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR OTHER EQUIPMENT USED BY THE PROPERTY OWNER OR LOT OWNER FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.

C. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT, HOWEVER DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT OR MAINTAINED EXCEPT FOR COMMERCIAL PURPOSES.
B. 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, AND ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS MAY BE USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION OF A DWELLING.

A. NO LOT IN THE SUBDIVISION SHALL BE USED EXCEPT FOR SINGLE FAMILY RESIDENTIAL PURPOSES. MULTI-FAMILY DWELLING UNITS SHALL NOT BE PERMITTED.
3. BUILDING RESTRICTIONS:

C. IN THE EVENT OF DEATH, FAILURE TO ACCEPT SUCH POSITION OR RESIGNATION OF ANY MEMBER OF THE COMMITTEE, THE REMAINING MEMBERS SHALL HAVE FULL AUTHORITY TO DESIGNATE A SUCCESSOR, PROVIDED, HOWEVER, THAT ONE OF THE MEMBERS ON SUCH COMMITTEE SHALL BE A REGISTERED ENGINEER OR ARCHITECT, AND PROVIDED FURTHER THAT THE MAJORITY OF THE OWNERS OF THE LOTS FROM TIME TO TIME, SHALL HAVE THE POWER THROUGH A DULY RECORDED, WRITTEN INSTRUMENT, TO CHANGE MEMBERSHIP OF SAID COMMITTEE OR TO WITHDRAW FROM THE COMMITTEE OR RESORT TO ANY OF ITS POWERS AND DUTIES.

B. NO BUILDING OR FENCE SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS AND THE PLANS SHOWING THE LOCATION OF ANY AND ALL FENCES OR STRUCTURES HAVE BEEN APPROVED IN WRITING BY THE COMMITTEE AS TO THE QUALITY OF WORKMANSHIP AND MATERIALS, HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES AND TO THE LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISH GRADE ELEVATION. IF THE COMMITTEE FAILS TO APPROVE OR DISAPPROVE IN WRITING WITHIN 30 DAYS AFTER PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO THEM OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE CONSTRUCTION HAS BEEN COMMENCED PRIOR TO THE COMPLETION OF ANY CONSTRUCTION IMPROVEMENTS ON ANY LOTS, THE RULE WILL NOT BE REQUIRED AND THE RELATED COVENANTS WILL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

A. THE OWNERS OF ALL LOTS AND PARTS OF LOTS IN SAID SUBDIVISION AGREE TO PAY ASSESSMENT AT THE TIMES AND IN THE AMOUNTS DETERMINED NECESSARY BY THE COMMITTEE FOR THE PURPOSE OF DEFERRING COSTS AND EXPENSES FOR THE MAINTENANCE, OPERATION, CONTROL AND REPAIRS OF ALL THE DRAINAGE WAYS AS INDICATED ON SAID LOT AND FOR OTHER OWNERS RESPONSIBILITIES REQUIRED UNDER THESE COVENANTS ON THE BASIS OF ONE PART OF SUCH COST OR EXPENSE FOR EACH FULL LOT OR FRACTIONAL PART FOR EACH PART OF SAID LOTS.

2. A MAINTENANCE AND ARCHITECTURAL CONTROL COMMITTEE (HEREINAFTER REFERRED TO AS "THE COMMITTEE") IS HEREBY CREATED. THE FIRST MEMBERS OF THE COMMITTEE SHALL BE DESIGNATED BY DAVID C. LINN AND HELEN C. LINN, WHEN THE FIRST DWELLING IS ESTABLISHED IN THIS SUBDIVISION, THE LOT OWNER OF SAID DWELLING SHALL BE SUBSTITUTED FOR ONE MEMBER; IN THE EVENT MORE THAN ONE PERSON OWNS THE SAID FIRST DWELLING, THEY SHALL AGREE AS TO WHICH ONE SHALL BE THE COMMITTEE MEMBER. IT IS UNDERSTOOD THAT THE COMMITTEE SHALL CONSIDER AND PASS UPON IMPROVEMENTS TO BE PLACED ON EACH LOT. THE COMMITTEE SHALL INVESTIGATE THE NEED OF AND MAKE ARRANGEMENTS, OPERATION AND REPAIR ON OTHER OWNERS' RESPONSIBILITY REQUIRED UNDER THESE COVENANTS ACCORDING TO THE MAJORITY VOTE OF ALL THE LOT OWNERS OWNING REAL ESTATE IN SAID SUBDIVISION OR WHO MAY HEREAFTER OWN LOTS IN SAID SUBDIVISION ON THE BASIS OF ONE (1) VOTE FOR EACH FULL LOT.

1. THE OWNER OF EACH LOT SHALL BE LIABLE FOR AND HEREBY ASSUMES AND AGREES TO MAINTAIN HIS REAL ESTATE OR PROPERTY IN A NEAT AND CLEAN CONDITION, FREE FROM ANY TRASH, WEEDS OR UNSIGHTLY GRASS OR OTHER DEBRIS, WHICH SHALL INCLUDE REMOVAL OF TRASH, DEBRIS AND WEEDS FROM ANY PART OF THE DRAINAGE WAYS.

B-724
9/9



Amendment - 5-27-80
Map 53 Page 674

For Amendment
12-22-89
12-22-89
12-22-89
6-25-91
PREPARED BY
CIVIL ENGINEER
FRESH AND

January 27 1983

MY COMMISSION EXPIRES:

THIS DAY OF August 1979

RESIDENT OF COUNTY OF Bartholomew ALTHEA I. JONES, NOTARY PUBLIC

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DAVID C. LINN AND HELEN C. LINN, HUSBAND AND WIFE RESPECTIVELY, AND EACH OF THEM ACKNOWLEDGED THE EXECUTION AND DEDICATION OF THE FOREGOING PLAT OF "ORCHARD PARK-FIRST SECTION", AS THEIR VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN EXPRESSED.

STATE OF INDIANA
COUNTY OF BARTHOLOMEW) SS:

HELEN C. LINN
Helen C. Linn

DAVID C. LINN
David C. Linn

IN WITNESS WHEREOF, WE HAVE HERETO SET OUR HAND AND SEAL THIS 10th DAY OF August 1979

9. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL, IN NO WISE, AFFECT ANY OF THE OTHER PROVISIONS, WHICH SHALL REMAIN IN FULL FORCE AND FACT.

5. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNEES OR ANY OWNERS OF ANY LOTS IN A SUBDIVISION SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL PROPERTY SITUATED IN SAID SUBDIVISION, ALONG WITH THE COMMITTEE, TO PROSECUTE ANY PROCEEDINGS AT LAW AND EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT AND EITHER TO PREVENT HIM OR THEM FROM SO DOING OR TO RECOVER DAMAGES, OR BOTH.

4. CONVEYANCE OF ALL LOTS OR PARTS OF LOTS IN SAID SUBDIVISION REMAIN SUBJECT TO THE RESTRICTIONS HEREIN SET FORTH, WHICH RESTRICTIONS ARE MADE COVENANTS RUNNING WITH THE LAND FOR THE BENEFIT OF ALL PRESENT AND FUTURE OWNERS OF ALL LOTS AND PARTIAL LOTS IN SAID SUBDIVISION AND SHALL BE BINDING UPON THE GRANTEE AND ALL PERSONS CLAIMING UNDER THEM UNTIL THE 6th DAY OF MARCH, 1999; AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS, UNLESS BY VOTE OF A MAJORITY OF THE THEN OWNERS OF SAID LOTS OR PARTS OF SAID LOTS, AGREE TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

H. ANY OWNER OF ANY LOT, WHO, IN ANY WAY, DAMAGES THE DRAINAGE WAYS, AS INDICATED ON THE PLAT, OCCASIONED BY THE CONSTRUCTION OF HIS RESIDENTIAL STRUCTURE, SHALL BEAR SAID DAMAGES SOLELY AND SHALL REPAIR SAID DRAINAGE WAYS WITHIN A PERIOD OF NOT MORE THAN 45 DAYS AFTER THE OCCURRENCE OF SAID DAMAGE.

I. THE OWNERS OF LOTS ARE PROHIBITED FROM ANY FURTHER SUBDIVIDING OF SAID LOTS TO CREATE ADDITIONAL LOTS. 1,000 SQUARE FEET OF LIVING AREA ON THE GROUND FLOOR, EXCLUDING THE GARAGE AREA.

E. ANY SINGLE-STORY RESIDENTIAL STRUCTURE BUILT ON ANY LOT IN THIS SUBDIVISION SHALL CONTAIN NOT LESS THAN 1,200 SQUARE FEET OF LIVING AREA. IT IS UNDERSTOOD THAT ANY GARAGES ATTACHED TO THE SINGLE-STORY RESIDENTIAL STRUCTURE SHALL NOT BE INCLUDED IN THE 1,200 SQUARE FEET LIVING AREA.

D. NO LOTS SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR JUNK. TRASH, GARBAGE OR OTHER WASTE SHOULD NOT BE KEPT, EXCEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR OTHER EQUIPMENT USED BY THE PROPERTY OWNER OR LOT OWNER FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.

A. NO LOT IN THE SUBDIVISION SHALL BE USED EXCEPT FOR SINGLE FAMILY RESIDENTIAL PURPOSES. MULTI-FAMILY DWELLING UNITS SHALL NOT BE PERMITTED. B. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW, ON ANY LOT, EXCEPT ONE PROFESSIONAL SIGN OF SALE OR RENT, OR SIGNS MAY BE USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION OF A DWELLING.

3. BUILDING RESTRICTIONS: C. IN THE EVENT OF DEATH, FAILURE TO ACCEPT SUCH POSITION OR RESIGNATION OF ANY MEMBER OF THE COMMITTEE, THE REMAINING MEMBERS SHALL HAVE FULL AUTHORITY TO DESIGNATE A SUCCESSOR, PROVIDED, HOWEVER, THAT ONE OF THE MEMBERS ON SUCH COMMITTEE SHALL BE A REGISTERED ENGINEER OR ARCHITECT, AND PROVIDED FURTHER THAT THE MAJORITY OF THE OWNERS OF THE LOTS FROM TIME TO TIME, SHALL HAVE THE POWER THROUGH A DULY RECORDED, WRITTEN INSTRUMENT, TO CHANGE MEMBERSHIP OF SAID COMMITTEE OR TO WITHDRAW FROM THE COMMITTEE OR RESORT TO ANY OF ITS POWERS AND DUTIES.

B. NO BUILDING OR FENCE SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS AND THE PLANS SHOWING THE LOCATION OF ANY AND ALL FENCES OR STRUCTURES HAVE BEEN APPROVED IN WRITING BY THE COMMITTEE AS TO THE QUALITY OF WORKMANSHIP AND MATERIALS, HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES AND TO THE LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISH GRADE ELEVATION. IN THE EVENT THE COMMITTEE FAILS TO APPROVE OR DISAPPROVE IN WRITING WITHIN 30 DAYS AFTER PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO THEM OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE CONSTRUCTION HAS BEEN COMENCED PRIOR TO THE COMPLETION OF ANY CONSTRUCTION IMPROVEMENTS ON ANY LOTS, THE RULE WILL NOT BE REQUIRED AND THE RELATED COVENANTS WILL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

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2. A MAINTENANCE AND ARCHITECTURAL CONTROL COMMITTEE (HEREINAFTER REFERRED TO AS "THE COMMITTEE") IS HEREBY CREATED. THE FIRST MEMBERS OF THE COMMITTEE SHALL BE DESIGNATED BY DAVID C. LINN AND HELEN C. LINN, WHEN THE FIRST DWELLING IS ESTABLISHED IN THIS SUBDIVISION, THE LOT OWNER OF SAID DWELLING SHALL BE SUBSTITUTED FOR ONE MEMBER; IN THE EVENT MORE THAN ONE PERSON OWNS THE SAID FIRST DWELLING, THEY SHALL AGREE AS TO WHICH ONE SHALL BE THE COMMITTEE MEMBER. IT IS UNDERSTOOD THAT THE COMMITTEE SHALL CONSIDER AND PASS UPON IMPROVEMENTS TO BE PLACED ON EACH LOT. THE COMMITTEE SHALL INVESTIGATE THE NEED OF AND MAKE ARRANGEMENTS, OPERATION AND REPAIR ON OTHER OWNERS' RESPONSIBILITY REQUIRED UNDER THESE COVENANTS ACCORDING TO THE MAJORITY VOTE OF ALL THE LOT OWNERS OWNING REAL ESTATE IN SAID SUBDIVISION OR WHO MAY HEREAFTER OWN LOTS IN SAID SUBDIVISION ON THE BASIS OF ONE (1) VOTE FOR EACH FULL LOT.

1. THE OWNERS OF LOTS ARE PROHIBITED FROM ANY FURTHER SUBDIVIDING OF SAID LOTS TO CREATE ADDITIONAL LOTS. ANY TRASH, NEEDS OR UNSIGHTLY GROWTH OR OTHER HEIRS, WHICH TENDS TO MAINTAIN HIS REAL ESTATE OR