

Witness by  
My Commissio

*June*

I, Robert E.  
I certify th  
monuments.

*Robert E. Lynn*

This Plat wa  
APPROVED by

*Hershel*  
HERSWELL

APPROVED by

*Lynn*  
LYNN

APPROVED by

ENTERED for

NO. \_\_\_\_\_

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with streets as shown hereon. The size of lots and the widths of the streets are shown in figures denoting feet and decimal parts thereof. All streets as shown on plat and heretofore not dedicated, are hereby dedicated to public use.

There are strips of ground marked "Utility and Drainage Easements" shown on this plat which are hereby reserved for public utilities, not including transportation companies for the installation and maintenance of poles, mains, sewers, drains, ducts, lines, and wires. Purchasers of lots in this subdivision shall take title subject to the easements hereby created and subject at all times to the rights of proper authorities to service the utilities and the easements hereby created, and no permanent structure of any kind, and no part thereof, shall be built, erected, or maintained on said "UTILITY AND DRAINAGE EASEMENTS".

The lots in the subdivision and the use of lots in this subdivision by present or future owners or occupants shall be subject to the following conditions and restrictions, which shall run with the land.

1. No lot shall be used except for residential purposes and no building shall be erected, altered, placed, or permitted on any lot other than the single family dwelling, not to exceed two (2) stories in height and a garage for not more than (2) cars, and a storage building not to exceed one (1) story in height and 160 square feet of floor area, said storage building shall conform to the design and exterior materials of the dwelling. A detached garage shall not be located nearer to the front lot line than the rear of the principal residence. A garage at least 14 feet in width is mandatory.
2. No building shall be erected, placed or altered on any lot until the builder's construction plan, specification and plot plan have been approved by the Architectural Control Committee as to the acceptability and quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Covenant No. 14.
3. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1100 square feet for one story dwellings and not less than 725 square feet for a dwelling of more than one story.
4. All drives shall be paved concrete and not less than 10 feet in width.
5. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback line shown on the Recorded Plat. In any event, no building shall be located nearer than 25 feet to any side street line. No building shall be located nearer than 7.5 feet to an interior lot line nor closer than 15 feet from the foundation line of a structure on an adjoining lot. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.
6. No pressed board material of masonite type, or vertical aluminum siding shall be used on exterior construction. No dwelling shall be erected or placed on any lot unless the exterior face of the structure is comprised of at least forty percent (40%) masonry. The area in square feet of said dwelling that is to be covered by masonry will be determined by multiplying eight (8) times forty percent (40%) times the total perimeter length of the dwelling foundation. Dwellings which have total masonry exteriors are permissible.
7. No structure of a temporary character, trailer, boat, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, nor shall a partially completed dwelling be permitted.

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shall be erected or placed on any lot unless the exterior face of the structure is comprised of at least 40% masonry. The area in square feet of said dwelling that is to be covered by masonry will be determined by multiplying eight (8) times forty percent (40%) times the total perimeter length of the dwelling foundation. Dwellings which have total masonry exteriors are permissible.

7. No structure of a temporary character, trailer, boat, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, nor shall a partially completed dwelling be permitted.

8. Obstructions shall not be placed in, nor be permitted to remain in areas designated as drainage easements. These areas shall be preserved and maintained as permanent drainage easements, as shown on the General Development Plan, on file with the Whiteland Plan Commission.

9. 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 builders to advertise the property during the construction and sale period.

10. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Trailers, boats and similar equipment shall not be kept or stored in the front or side yard.

12. At no time shall any unlicensed, inoperative automobile or truck be permitted on any lot.

13. No individual water supply system or sewage disposal system shall be permitted on any lot.

14. All utility lines placed within this subdivision, whether private or individual, shall be installed underground.

15. The Architectural Control Committee is composed of two members appointed by the Developer. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its power and duties.

16. The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

17. Any field tile or underground drain which is encountered in construction of any improvement within this subdivision shall be perpetuated, and all owners of lots in this subdivision and their successors shall comply with the Indiana Code of 1965 and all amendments thereto, and further, that portion of natural waterways through a lot shall be maintained.

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17. Any field tile or underground drain which is encountered in construction of any improvement within this subdivision shall be perpetuated, and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965 and all amendments thereto, and further, that portion of natural waterways through a lot shall be maintained by the owner thereof.

18. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the 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 any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines, and all existing farm fences bordering an any lot shall be maintained by the owner in a condition to contain livestock using contiguous lands.

19. 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 bred, kept or maintained for commercial purposes.

MAJ-CIVIL  
CIVIL ENGINEERS  
P.O. BOX 68  
GREENWOOD

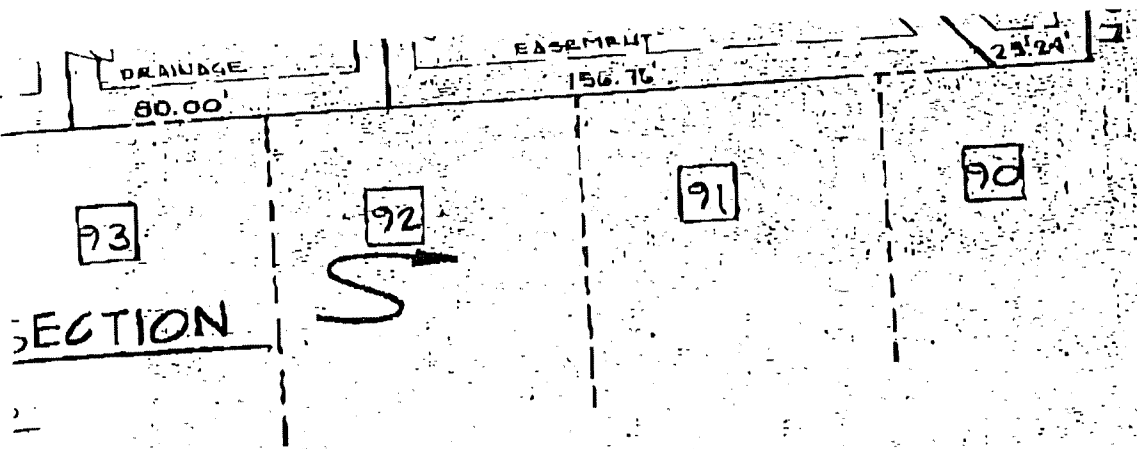
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- 20. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 21. Invalidity of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- 22. These restrictions are hereby declared Covenants running with this land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless, at any time following recordation, an instrument signed by the owners of the majority of the lots has been recorded agreeing to change said Covenants in whole or in part.

In witness whereof, this indenture has been executed by the undersigned officers of Al-Mar Investments, Inc., for and behalf of such Corporation, this 15<sup>th</sup> day of January.

Alex Russell, Jr. President  
Alex Russell, Jr., President

Attest: Marian G. Russell, Secretary  
Marian G. Russell, Secretary

State of Indiana )  
County of Johnson ) SS:

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Alex Russell, Jr., a Marian G. Russell, President and Secretary respectively of AL-MAR INVESTMENTS, INC. and acknowledge the execution of the foregoing indenture, for and behalf of such Corporation, as their duly authorized acts, this 15<sup>th</sup> day of January.