

COLONIAL MEADOWS
FOURTH SECTION

Covenants and restrictions

The undersigned, Robert K. Yeager and Virginia M. Yeager, husband and wife, and Wayne Copenhaver and Ruth R. Copenhaver, husband and wife, owners of the attached described real estate, hereby lay off, plat and subdivide said real estate described on the preceding page, in accordance with the plat the certificate.

This subdivision shall be known and designated as COLONIAL MEADOWS, Fourth Section.

The streets, if not heretofore dedicated, are hereby dedicated to public use.

There are strips of ground marked drainage and/or utility strips as shown on said 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 the proper authorities to service the utilities and the easements hereby created, and no permanent structure of any kind, and no part thereof, except fences, shall be built, erected or maintained on said "utility strips".

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

1. Front building lines are hereby established as shown on said plat, between which lines and the property lines of the several streets shall be erected or maintained no permanent or other structures or parts thereof.
2. All lots in this subdivision shall be designated as residential lots. Only one single family dwelling not exceeding two and one-half ($2\frac{1}{2}$) stories or thirty-five (35) feet in height with the usual accessory buildings, shall be erected or maintained on any lot in this addition.
3. No residence shall be erected or maintained on any lot in this addition having a ground floor area of less than 1500 square feet, if a one story structure, or 1000 square feet in the case of a higher structure.
4. Every building or part thereof shall be so located as to provide a side yard on each side of said building of not less than 12 feet, except that in a case where the same person or persons own two adjoining lots not separated by a utility strip as shown on the plat, then this restriction shall apply to the lot lines of the extreme boundaries of the multiple lots.
5. No trailer, tent, shack, basement, garage or temporary structure of any kind shall be used for temporary or permanent residential purposes on any of these lots. No obnoxious or offensive trades shall be carried on upon any lot in this subdivision, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

6. 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 sight line 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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

7. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to the conformity and harmony of external design with the existing structures in this subdivision, and as to location or the building with respect to the topography and finished ground elevations by Robert K. Yeager and Wayne Copenhaver, or by a representative or representatives designated by them. If said committee shall fail to act upon any plans submitted for its approval within 30 days, then the owner may proceed with the building plans submitted, provided such plans are not contrary to these covenants. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

8. The right to enforce each and all of the limitations, conditions and restrictions set forth herein, together with the right to cause the removal of any building erected or altered in violation thereof by injunction or other legal process is hereby reserved to each and every owner of the several lots in this subdivision, their grantees and assigns, who shall be entitled to such injunctive relief without being required to show any damages, together with reasonable attorney's fees.

9. These restrictions constitute covenants running with the land and shall be in full force and effect for a period of 25 years from date, provided that at the expiration of such term, these restrictions shall be automatically renewed thereafter, for periods of 25 years each, unless at least one year prior to the expiration of each 25 year period, the owners or owners of a majority of the lots in this addition shall execute and acknowledge a declaration in writing waiving renewals and said written declaration shall be recorded in Land Records of Johnson County, in which event the provisions above set forth for renewals shall be null and void.

Witness our signatures this 24th day of July, 1967.

Robert K. Yeager

Wayne Copenhaver

Virginia M. Yeager

Ruth R. Copenhaver

State of Indiana)
) SS:
County of Johnson)

Before me, the undersigned, a Notary Public in and for said County and State, appeared Robert K. Yeager and Virginia M. Yeager, his wife, and Wayne Copenhaver and Ruth R. Copenhaver, his wife, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the use and purpose therein expressed, and affixed their signatures thereto.

Witness my hand and seal this 24th day of July, 1967.

Ramon L. Mobley, Notary Public

My commission expires:
May 19, 1968

APPROVED BY THE GREENWOOD PLANNING COMMISSION
this 24th day of July, 1967.

Roy W. McGuire, President
Jesse H. Andrew Secretary

Recorded: August 22, 1967 in Plat Book 6, page 68A-B of the records of the Recorder's Office, Johnson County, Indiana.

This instrument was prepared by Robert Scherschel.

Legal Description

COLONIAL MEADOWS
Fourth Section

Part of the southwest quarter of section 30, township 14 north, range 4 east, Johnson County, Indiana, more particularly described as follows:

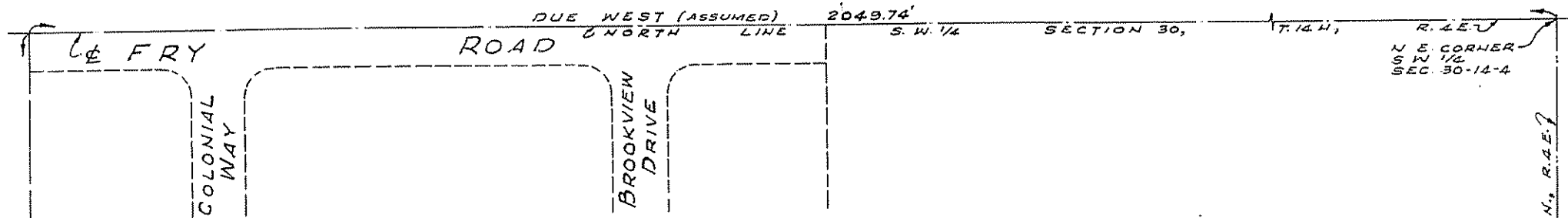
Commencing at the northeast corner of said quarter section; running thence due west and along the north line thereof 2049.74 feet; thence south 0 degrees 18 minutes 30 seconds west 2268.06 feet to the beginning point of this description, said point being the southwest corner of Colonial Meadows, Third Section, the plat of which is recorded in the Johnson County Recorder's Office, Plat Book 6, page 62; running thence south 89 degrees 41 minutes 30 seconds east 200 feet; thence south 0 degrees 18 minutes 30 seconds west 51 feet; thence south 89 degrees 41 minutes 30 seconds east 420 feet; thence north 77 degrees 37 minutes 46 seconds east 268.58 feet; thence north 38 degrees 42 minutes east 115.36 feet; thence north 6 degrees 11 minutes 30 seconds west 470.73 feet to the southwesterly corner of Colonial Meadows, First Section, the plat of which is recorded in the Johnson County Recorder's Office, Plat Book 6, page 56; thence north 83 degrees 48 minutes 30 seconds east 150 feet; thence south 6 degrees 11 minutes 30 seconds east 42 feet; thence north 83 degrees 48 minutes 30 seconds east 212.60 feet to the southeasterly corner of said Colonial Meadows, First Section, also being in the center line of Pleasant Creek; the next nine courses being along the center line of said creek; running thence south 12 degrees 10 minutes 55 seconds west 8.13 feet; thence south 26 degrees 14 minutes 30 seconds east 103.85 feet; thence south 12 degrees 53 minutes 25 seconds east 100.08 feet; thence south 4 degrees 19 minutes 20 seconds east 100.60 feet; thence south 26 degrees 46 minutes 20 seconds east 100.60 feet; thence south 26 degrees 46 minutes 20 seconds east 104.12 feet; thence south 0 degrees 07 minutes 55 seconds west 290.98 feet; thence south 17 degrees 02 minutes 15 seconds west 103.32 feet; thence south 2 degrees 27 minutes 45 seconds west 100 feet; thence south 44 degrees 03 minutes 25 seconds east 114.60 feet to the south line of said quarter section; thence south 89 degrees 49 minutes 50 seconds west and along said south line 1436.15 feet; thence north 0 degrees 18 minutes 30 seconds east 409.64 feet to the point of beginning, containing in all 17.99 acres more or less.

Subject to all legal highways and/or rights of way.

of the Section.

COLONIAL MEADOWS

FOURTH SECTION



I, THE UNDERSIGNED, HEREBY CERTIFY THE WITHIN PLAT TO BE TRUE AND CORRECT, REPRESENTING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 14 NORTH, RANGE 4 EAST, JOHNSON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID $\frac{1}{4}$ SECTION: RUNNING THENCE DUE WEST AND ALONG THE NORTH LINE THEREOF 2049.74 FEET: THENCE SOUTH $0^{\circ}18'30''$ WEST 2268.06 FEET TO THE BEGINNING POINT OF THIS DESCRIPTION, SAID POINT BEING THE SOUTHWEST CORNER OF COLONIAL MEADOWS, THIRD SECTION, THE PLAT OF WHICH IS RECORDED IN THE JOHNSON COUNTY RECORDER'S OFFICE, PLAT BOOK 6, PAGE 62: RUNNING THENCE SOUTH $89^{\circ}41'30''$ EAST 200 FEET: THENCE SOUTH $0^{\circ}18'30''$ WEST 51 FEET: THENCE SOUTH $89^{\circ}41'30''$ EAST 420 FEET: THENCE NORTH $77^{\circ}37'46''$ EAST 268.58 FEET: THENCE NORTH $38^{\circ}42'$ EAST 115.36 FEET: THENCE NORTH $6^{\circ}11'30''$ WEST 470.73 FEET TO THE SOUTHWESTERLY CORNER OF COLONIAL MEADOWS, FIRST SECTION, THE PLAT OF WHICH IS RECORDED IN THE JOHNSON COUNTY RECORDER'S OFFICE, PLAT BOOK 6, PAGE 56: THENCE NORTH $93^{\circ}48'30''$ EAST 150 FEET: THENCE SOUTH $6^{\circ}11'30''$ EAST 42 FEET: THENCE NORTH $83^{\circ}48'30''$ EAST 212.60 FEET TO THE SOUTHEASTERLY CORNER OF SAID COLONIAL MEADOWS, FIRST SECTION; ALSO BEING IN THE CENTER LINE OF PLEASANT CREEK: THE NEXT NINE COURSES BEING ALONG THE CENTER LINE OF SAID CREEK: RUNNING THENCE SOUTH $12^{\circ}10'55''$ WEST 8.13 FEET: THENCE SOUTH $26^{\circ}14'30''$ EAST 103.85 FEET: THENCE SOUTH $12^{\circ}53'25''$ EAST 100.08 FEET: THENCE SOUTH $4^{\circ}19'20''$ EAST 100.60 FEET: THENCE SOUTH $26^{\circ}46'20''$ EAST 104.12 FEET: THENCE SOUTH $0^{\circ}07'55''$ WEST 290.98 FEET: THENCE SOUTH $17^{\circ}02'15''$ WEST 103.32 FEET: THENCE SOUTH $2^{\circ}27'45''$ WEST 100 FEET: THENCE SOUTH $44^{\circ}03'25''$ EAST 114.60 FEET TO THE SOUTH LINE OF SAID $\frac{1}{4}$ SECTION: THENCE SOUTH

$89^{\circ}49'50''$ WEST AND ALONG SAID SOUTH LINE 1436.15 FEET: THENCE NORTH $0^{\circ}18'30''$ EAST 409.64 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 17.99 ACRES MORE OR LESS.

SUBJECT TO ALL LEGAL HIGHWAYS AND/OR RIGHTS OF WAY.

THE WITHIN SUBDIVISION CONSISTS OF 33 LOTS, NUMBERED FROM 18 TO 36, BOTH INCLUSIVE, AND FROM 75 TO 88, BOTH INCLUSIVE, WITH STREETS AS SHOWN HEREON. THE SIZE OF THE LOTS AND WIDTHS OF THE STREETS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

WITNESS MY SIGNATURE THIS 12TH DAY OF JULY, 1967

Robert Scherschel
 ROBERT SCHERSCHEL
 REGISTERED SURVEYOR No. 3907
 STATE OF INDIANA

$0^{\circ}18'30''$ W. 2268.06

EAST LINE S.W. 1/4 SECTION 30, T14N, R.4E

