

and no part thereof, except fences hereby created, and no permanent structure of any kind, "Utility and Drainage Strips".

There are strips of ground marked "Drainage Easement" which are hereby reserved for the installation and maintenance of drainage improvements. Purchasers of lots in this subdivision shall take their title subject to the easement hereby created, and subject at all times to the proper authorities and the easement hereby created and no permanent structure of any kind shall be built, erected or maintained on said "Drainage Easement".

All 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. No lot shall be used except for residential purposes and no building shall be erected, altered, or placed on any lot, other than one detached single family dwelling not to exceed two stories in height and an optional private garage for not more than three (3) cars. Carports with open sides shall not be permitted.
2. 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 1500 square feet for a one story dwelling, nor less than 900 square feet for a dwelling of more than one story; two-story dwellings shall contain at least 900 square feet on each floor.
3. No building shall be located on any lot nearer to the front lot line or nearer the side street line than the minimum building set-back lines as shown on the recorded plat. No building shall be located nearer than 10 feet to a side yard line, and the total side yard set-back (both sides) must be at least 25 feet. No building shall be erected closer than 20 feet to the rear lot line. Unless otherwise approved by the Architectural Control Committee, as to use, location and harmonious design, No garage or storage building may be constructed separate and apart from the main dwelling.
4. Certain additional rights and restrictions of use are placed on each lot or common area within the attached plat. These restrictions are embodied in a document forming a Not-for-profit homeowners association, entitled "Declaration of Covenants & Restrictions." This association is formed for the purpose of: 1) maintaining street lighting; 2) maintaining community park and other common areas; 3) maintaining entryways and parkways; and 4) maintaining landscaping. Recorded as Instrument Number 3736 in Book 36 Page 2/3 on May 11, 1988 in the Office of the Recorder of Johnson County, Indiana.
5. No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to 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 or mail box and post shall be erected, placed, or altered on any lot unless approved by the Architectural Control Committee. Approval shall be provided in Part 7.
6. The Architectural Control Committee is composed of three 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 members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of 90 percent of the 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 powers and duties.
7. The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within ten (10) 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 covenants shall be deemed to have been fully complied with.
8. With written approval of the Architectural Control Committee, and wherein the opinion of said Committee, the location will not detract materially from the appearance and value of other properties, a dwelling may be located nearer to a street than above provided, but not nearer than 25 feet to any street line.
9. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as residence--either temporarily or permanently. The exterior surface of all buildings shall have the written approval of the Architectural Control Committee. All dwellings shall contain a garbage disposal unit. Outside trash burners will not be permitted.
11. No sign of any kind shall be displayed to the public view on any lot, except signs used by a builder to advertise the property during the construction and sales period. Signs advertising property for sale or rent are specifically prohibited. Violation of this sign restriction will result in \$50.00 per day liquidated damages.
12. No oil drillings, oil development operations, oil refining, quarries 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 on any lot. All gas and oil tanks must be concealed.
13. 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 kept, bred, or maintained for any commercial purpose.
14. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Antennas, masts, or towers of any kind will not be permitted on any lot or outside any dwelling, unless first approved by the Architectural Control Committee.
15. No fence, wall, hedge or shrub planting which obstructs the sight lines at elevations between two and six feet above roadways 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 them at points 25 feet from the intersection of the street property lines, or in the case of a rounded property corner, from the intersection of the street property 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 pavement. No driveway shall be located within 40 feet of the intersection of two street lines.

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16. Each lot shall be kept in a neat and pleasing manner. Campers, recreational vehicles or boats or any kind may not be stored or parked on any lot outside the main dwelling or garage. All basketball backboards and any other fixed games and play structures shall be located behind the front foundation line of the main structure and within lot setback lines. It is the intention of this restriction to assure that lots and surroundings present a park-like appearance.

17. No individual water supply system or sewage disposal system shall be permitted on Any lot without prior written approval by Johnson County and will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health.

18. Any field tile or underground drain which is encountered in construction of any improvements 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.

19. Any motor vehicle which is inoperative and not being used for normal transportation shall not be permitted to remain on any lot. Above the ground swimming pools shall not be permitted or constructed on any lot.

20. The finished yard elevations at the house site on lots in this subdivision shall be not lower than the elevations shown on the general development plan.

21. Drainage swales (ditches) or drainage retention areas along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Johnson County Drainage Board. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the County Drainage Board. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage, after which time, if no action is taken, the Johnson County Drainage Board will cause said repairs to be accomplished, and the bill for said repairs will be sent to the affected property owner for immediate payment.

22. All costs and fees of litigation resulting from violations of these covenants shall be the financial responsibility of the lot owner or owners found to be in violation.

23. These restrictions are hereby declared to be covenants running with the 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 years, unless at any time after 15 years following the date of recordation, an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

24. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. Invalidation of any one 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 effect. Failure to enforce any specific requirement of the covenants shall not be considered as a waiver of the right to enforce any covenant herein, thereafter.

WITNESS MY HAND AND SEAL THIS 13th DAY OF APRIL, 1990

Daniel R. Nichols, Partner
DANIEL R. NICHOLS, Partner

STATE OF INDIANA)
COUNTY OF JOHNSON) SS:

Before me, the undersigned, a notary public in and for said county and state personally appeared Daniel R. Nichols, General Partner, and acknowledged the execution of the foregoing as his voluntary act and deed.

WITNESS my hand and notarial seal this 13th day of April, 1990
MY COMMISSION EXPIRES 5/5/93
Sherry L. Williams
SHERRY L. WILLIAMS

Under authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Board of County Commissioners of the County of Johnson, Indiana, this plat was given approval by the County of Johnson as follows:

APPROVED by the Johnson County Plan Commission at a meeting held FEB. 2, 1990
Ronald Eastburn
Ron Eastburn, President
Rick Chase
Rick Chase, Secretary

Under authority provided by Chapter 47, Acts of 1951, the General Assembly, State of Indiana, this plat was given approval by the Board of County Commissioners of Johnson County, Indiana, at a meeting held on the 3rd day of DEC., 1990.

Russell H. Ferrill
Russell H. Ferrill
Naumac McCarty
Robert B. Berner