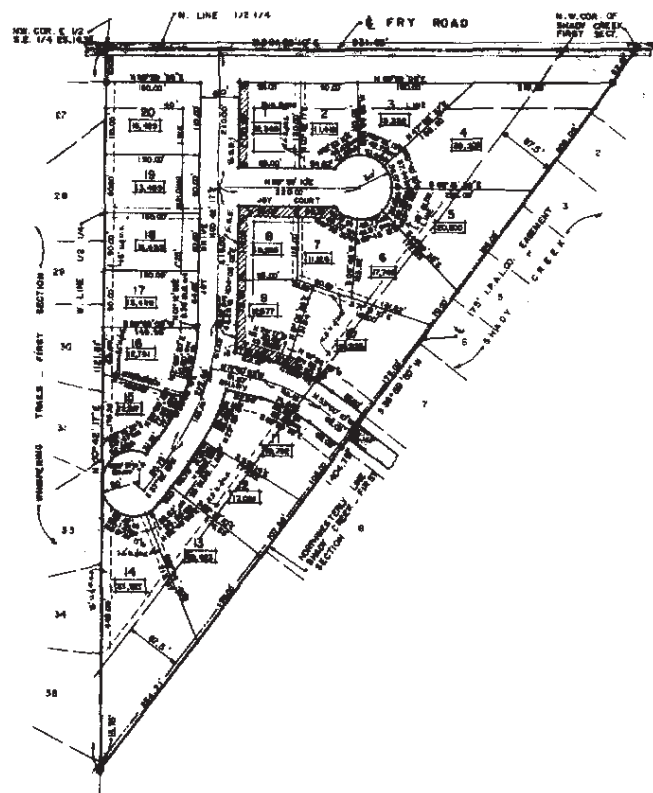


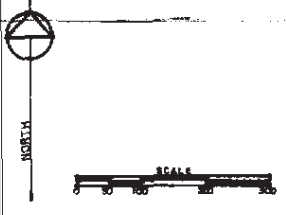
B-593

FRY ROAD MANOR GREENWOOD INDIANA



- 50.00 SQ. FOOTAGE OF LOT
- CH — CHORD DISTANCE
- S.S. — SANITARY SEWER EASEMENT
- U.D.S. — UTILITY & DRAINAGE STRIP
- C — CONCRETE MONUMENT

NOTES
 BUILDING LINES TO BE 20' EXCEPT AS SHOWN OTHERWISE.
 5' WIDE UTILITY & DRAINAGE STRIPS ARE RESERVED ON THE SIDE & REAR LOT LINES OF ALL LOTS, EXCEPT AS OTHERWISE NOTED.



CURVE DATA

CURVE NO.	DELTA	RADIUS	TANGENT	LENGTH
1 IN	30°40'53"	301.87'	102.00'	100.83'
1 OUT		301.87'	102.00'	100.83'
2 IN	89°42'47"	198.87'	43.40'	64.80'
2 OUT		198.87'	43.40'	64.80'

KNOW ALL MEN BY THESE PRESENTS: That **LELAND C. RUSSELL, JAMES S. HOLLIDAY, and STEVEN B. TETTER**, being Owners in Fee Simple of the following described Real Estate, in Greenwood, Johnson County, Indiana:

A PART of the EAST HALF of the Southeast Quarter of Section 25, Township 14 North, Range 3 East of the Second Principal Meridian, described as follows:
 Beginning at the Northeast Corner of said half quarter section; thence North 89 degrees 50 minutes 10 seconds East on and along the North Line of said half quarter section a distance of 831.50 feet to the Northwest corner of said quarter section as recited in Plat Book 6, Page 33 of the records of the Recorder of Johnson County, Indiana; thence North 36 degrees 55 minutes 4.50 seconds West on and along the Northwestern line of said quarter section a distance of 1000.75 feet to a point in the West line of said half quarter section; thence North 00 degrees 42 minutes 17 seconds East on and along said West line 1121.81 feet to the Place of Beginning, containing 10,077 acres, more or less.

DO HEREBY MAKE, MAKE, SUBDIVIDE, LAY OFF and DELICATE said described real estate into lots and streets in accordance with the plat hereto attached, which additional shall be known as "FRY ROAD MANOR", in Greenwood, Johnson County, Indiana. The streets as shown on the attached plat are hereby dedicated to public use and that all of the lots contained in the above plat be any portion thereof shall be subject to the following restrictions, which restrictions shall be considered and hereby agreed to by covenants running with the land, which said covenants are as follows:

1. No lot shall be used except for residential purposes and no building shall be erected, altered or placed on permitted on any lot other than as specifically or impliedly permitted hereon by section 17 of this plat and no attached garage for not more than 1000 sq. ft. No outbuilding shall be permitted.
2. No building shall be erected, placed or altered on any lot until the builder's construction plan, specifications and plat plan have been approved by the Architectural Control Committee as to the acceptability and quality of workmanship and materials, prepared by a professional engineer or architect, and as to location with respect to topography and finish grade (if any). No fence or wall shall be erected or placed or altered on any lot nearer to any street than the minimum building setback line unless specifically approved. Approval shall be as provided in Ordinance No. 15.
3. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one story porches and garages shall be not less than 900 square feet per living unit in lots having one (1) thru three (3) stories and 1000 square feet on lots having four (4) thru ten (10) stories.
4. Structures built on lots numbered fourteen (14) thru twenty (20) shall have at least fifteen percent (15%) impervious exterior walls, a single-car garage per living unit, and concrete or masonry pavement.
5. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than twenty-five (25) feet to any side street line. No building shall be located nearer than twenty (20) feet to an interior lot line for one (1) story construction and not nearer than ten (10) feet to an interior lot line for two (2) story construction. For the purposes of this covenant, porch, steps, and other porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
6. No structure of a temporary character, trailer, boat, basement, tent, shack, garage, barn, or other structure shall be erected on any lot unless specifically permitted by the recorded plat. In any event, no building shall be partially completed dwelling be permitted. No temporary building of any kind shall be permitted on any lot.
7. Destructive signs 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, or file with Greenwood Planning Commission.
8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than one (1) square foot advertising the property for rent, or signs used by a business to advertise the products during the construction and sales period.
9. No oil, drilling, oil development operation, oil receiving, quarantining, or mining operations of any kind shall be permitted on any lot. No oil or gas shall be produced or stored on any lot. No well shall be drilled for oil or natural gas shall be drilled, maintained or permitted upon any lot.
10. No outdoor or off-street activity shall be carried on upon any lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood. Trailers, boats, and similar equipment shall not be kept or stored in the front or side yards.
11. At no time shall any unlicensed, unpermitted automobile or truck be permitted on any lot.
12. No individual water supply system or sewage disposal system shall be permitted on any lot.
13. The Architectural Control Committee is composed of the 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 representative, shall be entitled to any compensation for services rendered 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 resign to it any of its powers and duties.
14. The Architectural Control Committee approval or disapproval as required in these covenants shall be indicated on the plans submitted to the Greenwood City Planner. In the event the committee or its designated representative 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 been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
15. Any fields, trees or underground drains which are encountered in construction of any improvement within the subdivision shall be protected. All owners of lots in this subdivision and their successors shall comply with the Indiana Ordinance Code of 1950, and all amendments thereto, and further, that portion of natural waterways through a lot shall be maintained by the owner thereof.
16. There are strips of ground marked "Utility and Drainage Easement" shown on this plat which are hereby reserved for public utilities, not including telegraph or telephone lines, for the installation and maintenance of poles, rails, conduits, 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 provide the utilities and the easements hereby created, and no permanent structure of any kind, and no part thereof, including fences, shall be built, erected or maintained on said "Utility and Drainage Easement", which are reserved for surface drainage also.
17. No fence, wall, hedge or other planting which obstructs sight lines at elevations between 2 and 6 feet above roadway shall be placed or permitted to remain in any corner lot within the triangular area formed by the street property line and a line connecting the corners of the lot 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 ten (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 intersections within the public right-of-way as to obstruct or interfere with the view of such intersections of such right-of-way and all existing trees showing on lots shall be maintained by the lot owner in a condition to contain livestock using said right-of-way.
18. The Architectural Control Committee may waive any of the above restrictions when requested in writing. No waiver may include the City Ordinance.

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 any commercial purpose.

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. 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.

22. These restrictions are hereby declared to be 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 expiration, 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.

WITNESSE MY HAND AND SEAL THIS 17 DAY OF October, 1977.

Leland C. Russell James S. Holliday Steven B. Tetter
 Leland C. Russell James S. Holliday Steven B. Tetter

Before me, the undersigned, a Notary Public in and for said County and State, appeared Leland C. Russell, James S. Holliday, and Steven B. Tetter, 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 NOTARIAL SEAL THIS 17 DAY OF October, 1977.
 My Comm. Expires 11/15/80
 Notary Public

I, William B. Jones, do hereby certify that I am a Notarially Licensed Notary Public, licensed in compliance with the laws of the State of Indiana, and that this plat is true and correct.

This plat was given approval by the City of Greenwood, Johnson County, Indiana, as follows:
 APPROVED BY THE CITY OF GREENWOOD PLANNING COMMISSION AT A MEETING HELD July 11, 1977.

Leland C. Russell Steven B. Tetter
 Leland C. Russell Steven B. Tetter

This plat was given approval by the Board of Health of the City of Greenwood, Johnson County, Indiana, at a meeting held on the 17 day of October, 1977.

William B. Jones John A. Haddock David W. Porter
 William B. Jones John A. Haddock David W. Porter

APPROVED BY THE JOHNSON COUNTY HEALTH BOARD AT A MEETING HELD July 5th, 1977.

William B. Jones Kenneth Sturgeon Eugene B. Barger
 William B. Jones Kenneth Sturgeon Eugene B. Barger

ENTERED FOR RECORD THIS 25 DAY OF October, 1977.
John H. Wood
 John H. Wood, Notary
 Johnson County

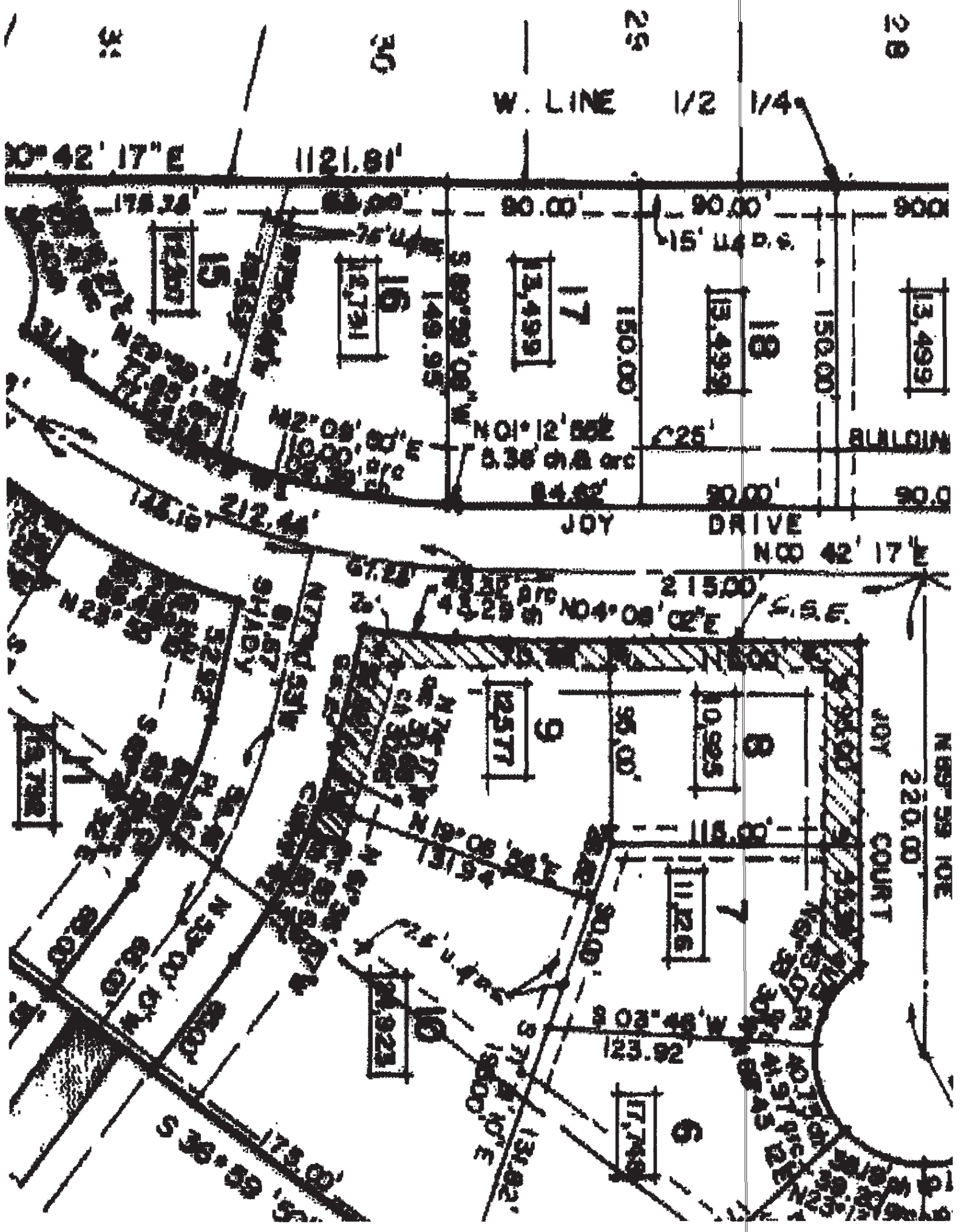
NO. 01158
 RECEIVED FOR RECORD THIS 25 DAY OF October, 1977, at 9:50 A.M., and recorded in Plat Book 6, Page 107.

Miss Estelle
 Miss Estelle, Recorder
 Johnson County

SEE 53

Prepared By:
 FRIESE AND ADRIANAP
 CIVIL ENGINEERS
 FRANKLIN, INDIANA

ING TRAILS - FIRST SECTION



KNOW ALL MEN BY THESE PRESENTS: That Leland C. Russell, James S. Moulton, and Steven H. Tieters, being Owners in fee simple of the following described real estate, in Greenwood, Johnson County, Indiana:

A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID HALF QUARTER SECTION; THENCE NORTH 89 DEGREES 59 MINUTES 10 SECONDS EAST ON AND ALONG THE NORTH LINE OF SAID HALF QUARTER SECTION A DISTANCE OF 881.55 FEET TO THE NORTHWEST CORNER OF SHADY CREEK-FIRST SECTION AS RECORDED IN PLAT BOOK 2, PAGE 33 OF THE RECORDS OF THE RECORDER OF JOHNSON COUNTY, INDIANA; THENCE SOUTH 35 DEGREES 59 MINUTES 50 SECONDS WEST ON AND ALONG THE NORTHWESTEASTLY LINE OF SAID SHADY CREEK-FIRST SECTION, AND AN EXTENSION THEREOF, A DISTANCE OF 1404.75 FEET TO A POINT IN THE WEST LINE OF SAID HALF QUARTER SECTION; THENCE NORTH 80 DEGREES 47 MINUTES 17 SECONDS EAST ON AND ALONG SAID WEST LINE 1121.81 FEET TO THE PLACE OF BEGINNING, CONTAINING 10.677 ACRES, MORE OR LESS.

DO HEREBY MAKE, LAY, SUBDIVIDE, LAY OFF AND DEDICATE SAID DESCRIBED REAL ESTATE INTO LOTS AND STREETS IN ACCORDANCE WITH THE PLAN HERETO ATTACHED, WHICH ADDITION SHALL BE SHOWN AS "FRY ROAD RANCH", IN GREENWOOD, JOHNSON COUNTY, INDIANA. THE STREETS AS SHOWN ON THE ATTACHED PLAN ARE HEREBY DEDICATED TO PUBLIC USE AND THAT ALL OF THE LOTS CONTAINED IN THE ABOVE PLAN OR ANY PORTION THEREOF SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS, WHICH RESTRICTIONS SHALL BE CONSIDERED AND HEREBY DECLARED TO BE COVENANTS RUNNING WITH THE LAND, WHICH SAID RESTRICTIVE COVENANTS ARE AS FOLLOWS:

1. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES AND NO BUILDING SHALL BE ERECTED, ALTERED OR PLACED OR PERMITTED ON ANY LOT OTHER THAN A SINGLE-FAMILY OR DUPLEX DWELLING NOT TO EXCEED TWO (2) STORIES IN HEIGHT AND AN ATTACHED GARAGE FOR NOT MORE THAN TWO (2) CARS. NO OUTBUILDINGS WILL BE PERMITTED.

2. NO BUILDING SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE BUILDER'S CONSTRUCTION PLAN, SPECIFICATIONS AND LOT 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 ELEVATION. NO FENCE OR WALL SHALL BE ERECTED OR 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. 13.

3. NO DWELLING SHALL BE PERMITTED ON ANY LOT UNLESS THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE STORY PORCHES AND GARAGES SHALL BE NOT LESS THAN 900 SQUARE FEET PER LIVING UNIT ON LOTS NUMBERED ONE (1) THRU THIRTEEN (13) AND 950 SQUARE FEET ON LOTS NUMBERED FOURTEEN (14) THRU TWENTY (20).

4. STRUCTURES BUILT ON LOTS NUMBERED FOURTEEN (14), THRU TWENTY (20) SHALL HAVE AT LEAST FIFTY PERCENT (50%) MAJORITY EXTERIOR WALLS, A SINGLE-CAR GARAGE PER LIVING UNIT, AND DRIVEWAYS OF HARD-SURFACED PAVEMENT.

5. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE OR NEARER TO THE REAR STREET LINE THAN THE MINIMUM BUILDING SETBACK LINES SHOWN ON THE RECORDED PLAN. IN ANY EVENT, NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER THAN TWENTY-FIVE (25) FEET TO THE FRONT LOT LINE, OR NEARER THAN TWENTY-FIVE (25) FEET TO ANY SIDE STREET LINE. NO BUILDING SHALL BE LOCATED NEARER THAN EIGHT (8) FEET TO AN INTERIOR LOT LINE FOR ONE (1) STORY CONSTRUCTION AND NOT NEARER THAN TEN (10) FEET TO AN INTERIOR LOT LINE FOR TWO (2) STORY CONSTRUCTION. FOR THE PURPOSES OF THIS COVENANT, PATIOS, STEPS, AND OPEN PORCHES SHALL NOT BE CONSIDERED AS A PART OF THE BUILDING, PROVIDED HOWEVER, THAT THIS SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF A BUILDING, ON A LOT TO ENCRUSH UPON ANOTHER LOT.

6. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BOAT, BATHING, 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. NO TEMPORARY BUILDINGS OF ANY KIND SHALL BE PERMITTED ON ANY LOT.

7. 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 GREENWOOD PLAN COMMISSIONER.

8. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN ONE (1) SQUARE FOOT, ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

9. 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 BENCHMARK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED UPON ANY LOT.

10. 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.

11. AT NO TIME SHALL ANY UNLICENSED, UNOPERATIVE AUTOMOBILE OR TRUCK BE PERMITTED ON ANY LOT.

12. NO INDIVIDUAL WATER SUPPLY SYSTEM OR SEWAGE DISPOSAL SYSTEM SHALL BE PERMITTED ON ANY LOT.

13. 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 POWERS AND DUTIES.

14. THE ARCHITECTURAL CONTROL COMMITTEE APPROVAL OR DISAPPROVAL AS REQUIRED IN THESE COVENANTS SHALL BE INDICATED ON THE PLANS SUBMITTED TO THE GREENWOOD CITY PLANNER. 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 BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED AND THE RELATED COVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

15. 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 INDIAN DRAINAGE CODE OF 1965, AND ALL AMENDMENTS THEREOF, AND FURTHER, THAT PORTION OF NATURAL WATERWAYS THROUGH A LOT SHALL BE MAINTAINED BY THE OWNER THEREOF.

16. THERE ARE STRIPS OF BOUND MARKED "UTILITY AND DRAINAGE EASEMENT" SHOWN ON THIS PLAN WHICH ARE HEREBY RESERVED FOR PUBLIC UTILITIES, NOT INCLUDING TRANSPORTATION COMPANIES, FOR THE INSTALLATION AND MAINTENANCE OF POLES, RAILS, SEWERS, DRAINS, GUTS, 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, INCLUDING FENCES, SHALL BE BUILT, ERECTED OR MAINTAINED ON SAID "UTILITY AND DRAINAGE EASEMENTS", WHICH ARE RESERVED FOR SURFACE DRAINAGE ALONE.

17. 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 STREET PROPERTY LINE AND A LINE CONNECTING THEM AT POINTS TWENTY-FIVE (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 TEN (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 INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTIONS OF SUCH SIGHT LINES AND ALL EXISTING FARM FENCES BORDERING ON LOTS SHALL BE MAINTAINED BY THE LOT OWNERS IN A CONDITION TO CONTAIN LIVESTOCK USING CONTIGUOUS LANDS.

18. THE ARCHITECTURAL CONTROL COMMITTEE MAY WAIVE ANY OF THE ABOVE RESTRICTIONS WHEN REQUESTED IN WRITING. NO WAIVER SHALL BE BINDING ON THE CITY COMMISSIONER.

19. NO ANIMALS, LIVE STOCK 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 ANY COMMERCIAL PURPOSE.

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. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

22. THESE RESTRICTIONS ARE HEREBY DECLARED TO BE 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 RECORDEATION, 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.

WITNESS OUR HAND AND SIGN THIS 17 DAY OF October, 1977.

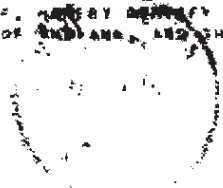
LELAND C. RUSSELL JAMES S. MOULDER STEVEN B. FEETERS
LELAND C. RUSSELL JAMES S. MOULDER STEVEN B. FEETERS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED LELAND C. RUSSELL, JAMES S. MOULDER, AND STEVEN B. FEETERS, WHO ACKNOWLEDGED THE EXECUTION OF THE FOLLOWING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED FOR THE USE AND PURPOSE THEREIN EXPRESSED AND AFFIXED THEIR SIGNATURES THERETO.

WITNESS MY HAND AND NOTARIAL SEAL THIS 17 DAY OF October, 1977.

MY COMMISSION EXPIRES December 31, 1978
NOTARY PUBLIC

I, CLARENCE C. ADPLANALF, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND THAT THIS PLAT IS TRUE AND CORRECT.



Clarence C. Adplanalf
CLARENCE C. ADPLANALF
REG. LAND SURVEYOR NO. 5790
JULY 1, 1977.

THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF GREENWOOD, JOHNSON COUNTY, INDIANA, AS FOLLOWS:

APPROVED BY THE CITY OF GREENWOOD PLAN COMMISSION AT A MEETING HELD July 11, 1977.

Harold L. Reed Harold M. Arthur
HAROLD L. REED, PRESIDENT HAROLD M. ARTHUR, SECRETARY

THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF WORKS OF THE CITY OF GREENWOOD, JOHNSON COUNTY, INDIANA, AT A MEETING HELD ON THE 17 DAY OF October, 1977.

Lawrence W. Myers John A. Mason David W. Foster
LAWRENCE W. MYERS, MAYOR JOHN A. MASON, MEMBER DAVID W. FOSTER, MEMBER

APPROVED BY THE JOHNSON COUNTY URBNAGE BOARD AT A MEETING HELD JULY 5th, 1977.

William P. Drake Kedric Sturgeon Eugene Barger
WILLIAM P. DRAKE KEDRIC STURGEON EUGENE BARGER

ENTERED FOR TAXATION THIS 25 DAY OF October, 1977.

John M. Wood
JOHN M. WOOD, AUDITOR
JOHNSON COUNTY

011155

NO. 011155
RECEIVED FOR RECORD THIS 25th DAY OF October, 1977, AT 9:55 A.M., AND RECORDED IN
PLAT BOOK 8, PAGE 109.

Mary Etta Houglans
MARY ETTA HOUGLANS, RECORDER
JOHNSON COUNTY

FEE 5.00