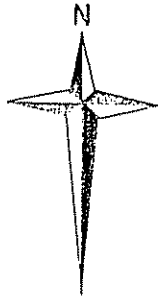


GOLDEN GROVE

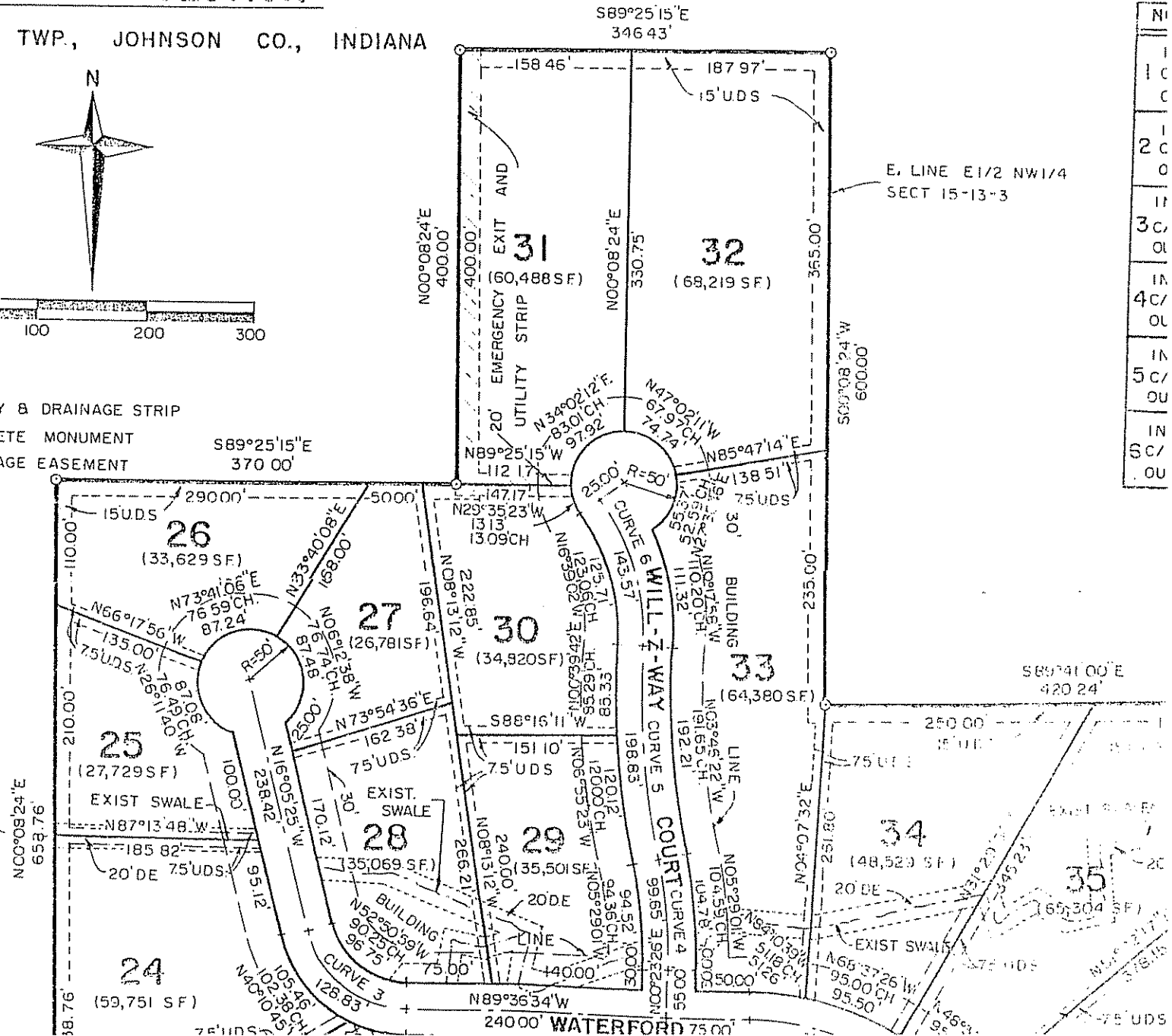
SECOND SECTION

WHITE RIVER TWP., JOHNSON CO., INDIANA



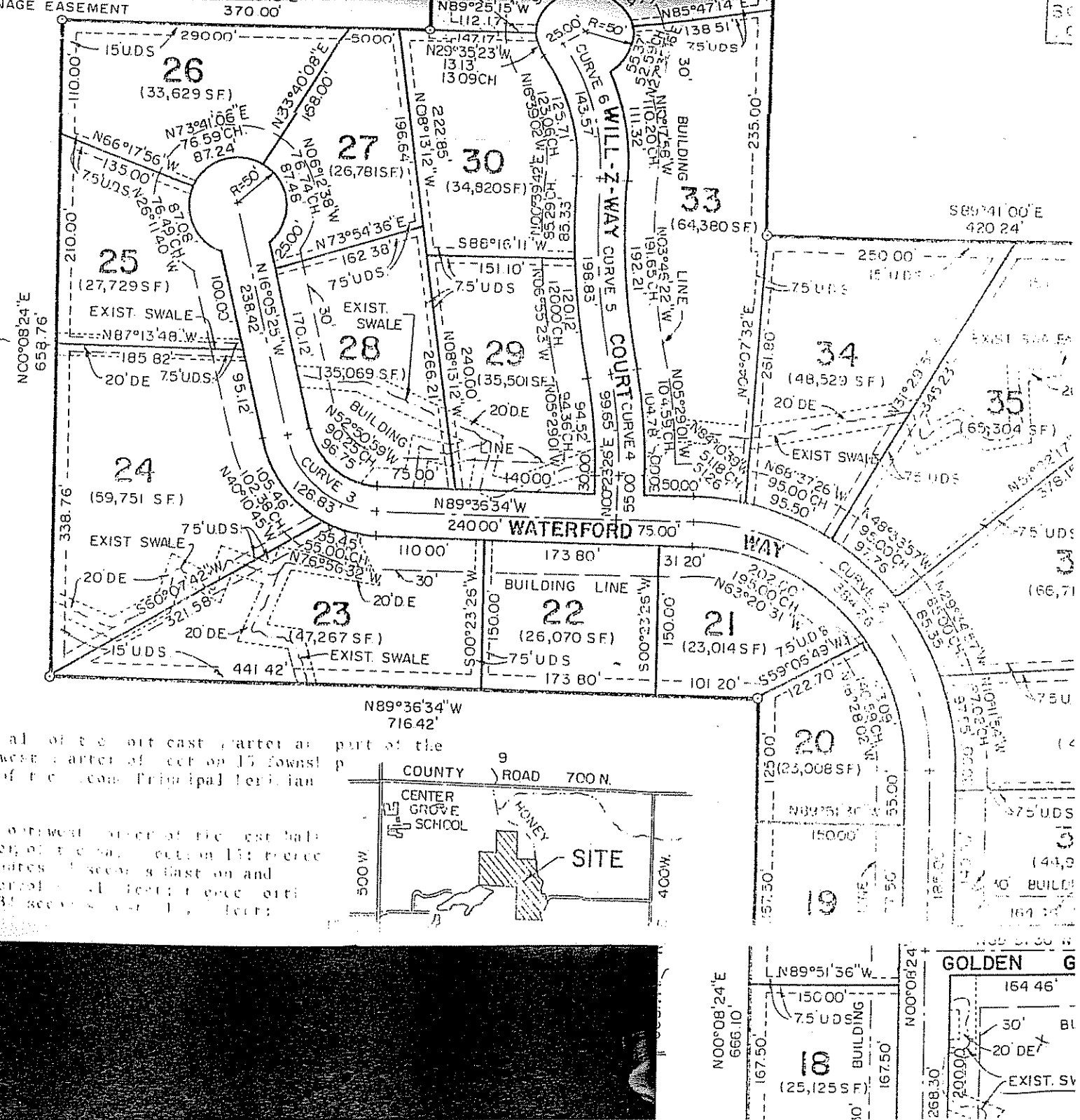
LEGEND:

- U.D.S. - UTILITY & DRAINAGE STRIP
- - CONCRETE MONUMENT
- D E - DRAINAGE EASEMENT



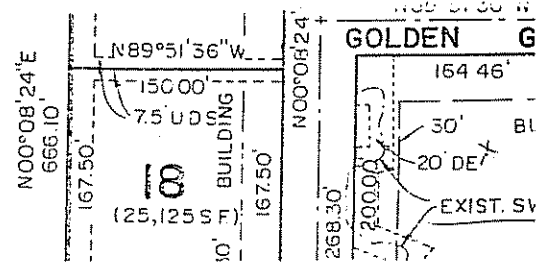
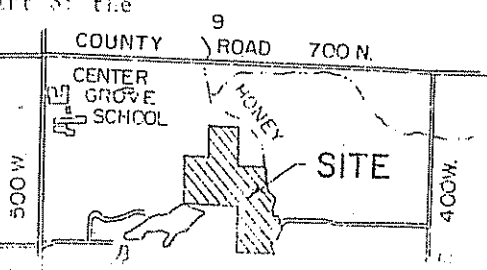
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370.00' DRAINAGE EASEMENT



Part of the east half of the north east quarter of the
 East half of the north west quarter of section 15 Township
 13 North Range 3 East of the 100th Principal Meridian
 describe as follows:

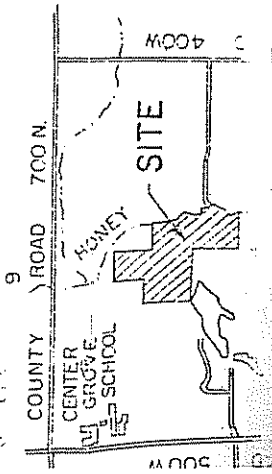
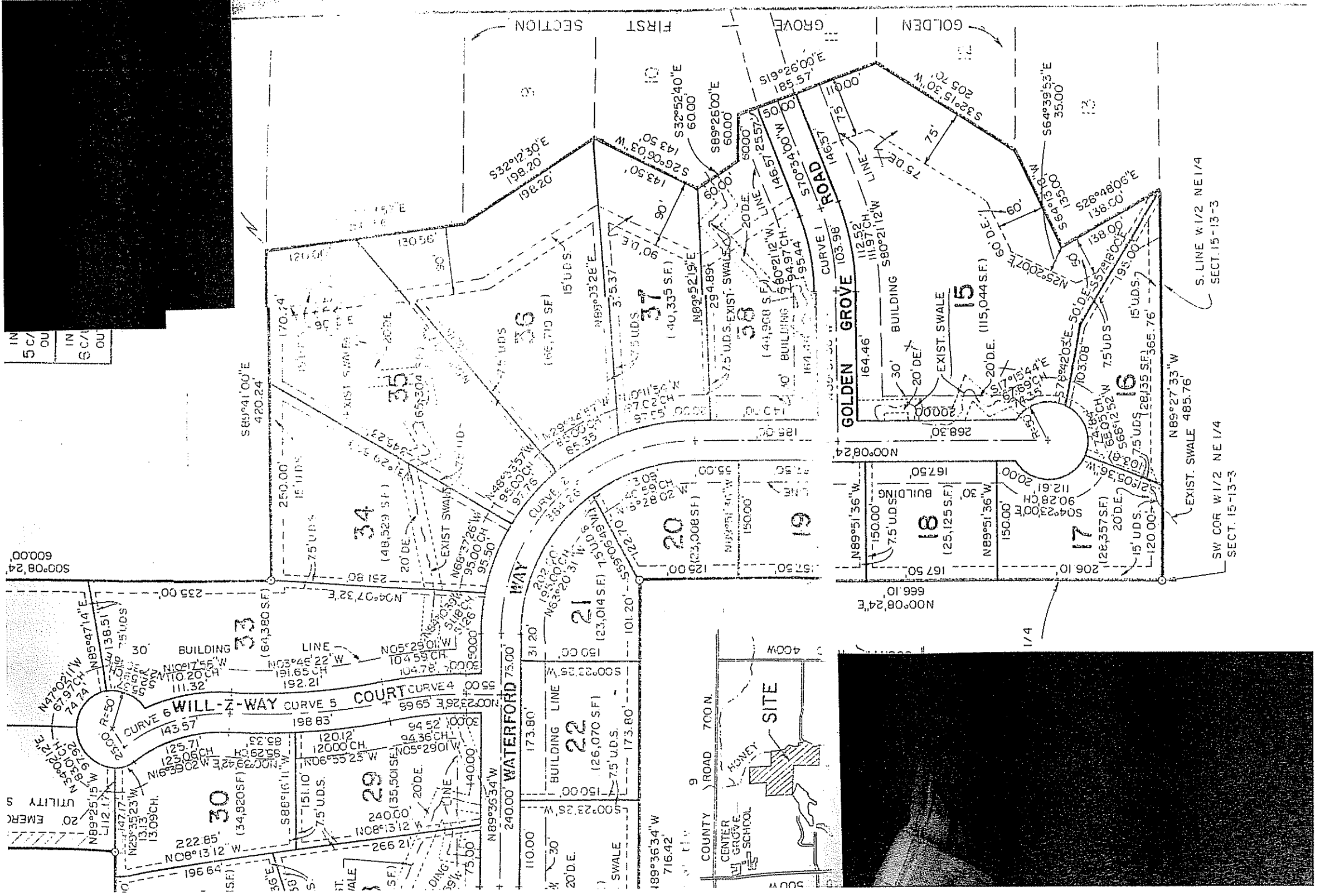
Beginning at the southwest corner of the east half
 of the north east quarter of the said section 15; thence
 North 00 degrees 3 minutes 30 seconds East on and
 along the West line thereof 100 feet; thence North
 89 degrees 3 minutes 31 seconds East 100 feet;



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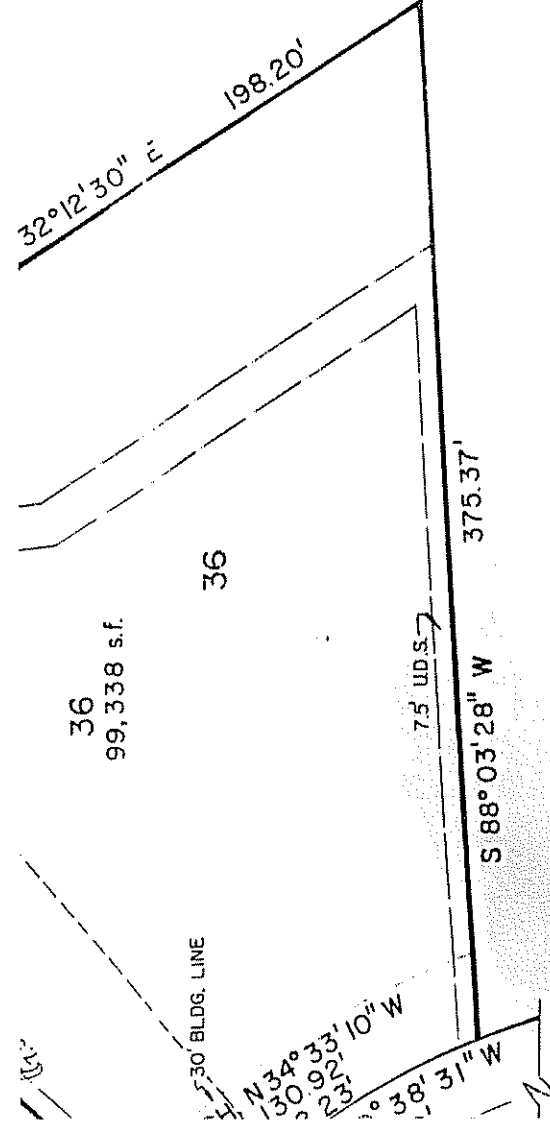
500°08'24"
600.00



S. LINE W/2 NE 1/4
SECT. 15-13-3

SW COR W/2 NE 1/4
SECT. 15-13-3

1/4



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In Plat

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REPLAT OF LOTS 34, 35 & 36
GOLDEN GROVE, SECOND SECTION
 WHITE RIVER TWP., JOHNSON COUNTY, INDIANA
 SEC. 15, T. 13 N., R. 3 E.

CERTIFICATE OF APPROVAL

After having given public notice of the time, place and nature of hearing on the application for primary approval of this subdivision by publication in THE DAILY JOURNAL more than ten days before the date of hearing, under authority provided by Chapter 138, Acts of 1957, enacted by the Indiana General Assembly, and all acts supplemental and amendatory thereto, this plat was given primary approval by a majority of the members of the Johnson County Plan Commission at a meeting held on the 15th day of September, 1986.

Approved by the Johnson County Planning Commission:

BY: Ronald Eastburn Chairman BY: 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 30 day of Sept., 1986

William A. Ray, Chairman Maurice McCarty, Secretary

APPROVED BY the Johnson County Drainage Board this day of , 19

William A. Ray, Chairman Maurice McCarty, Secretary

APPROVED BY the Johnson County Health Department in accordance with the Subdivision Control Ordinance.

John Bonsett, County Sanitarian

ENTERED FOR TAXATION this day of , 19
Sally L. Higdon, Auditor
 Johnson County, Indiana

1986 RECEIVED FOR RECORD this 15 day of September, 1986
 RECEIVED IN PLAT BOOK , Page

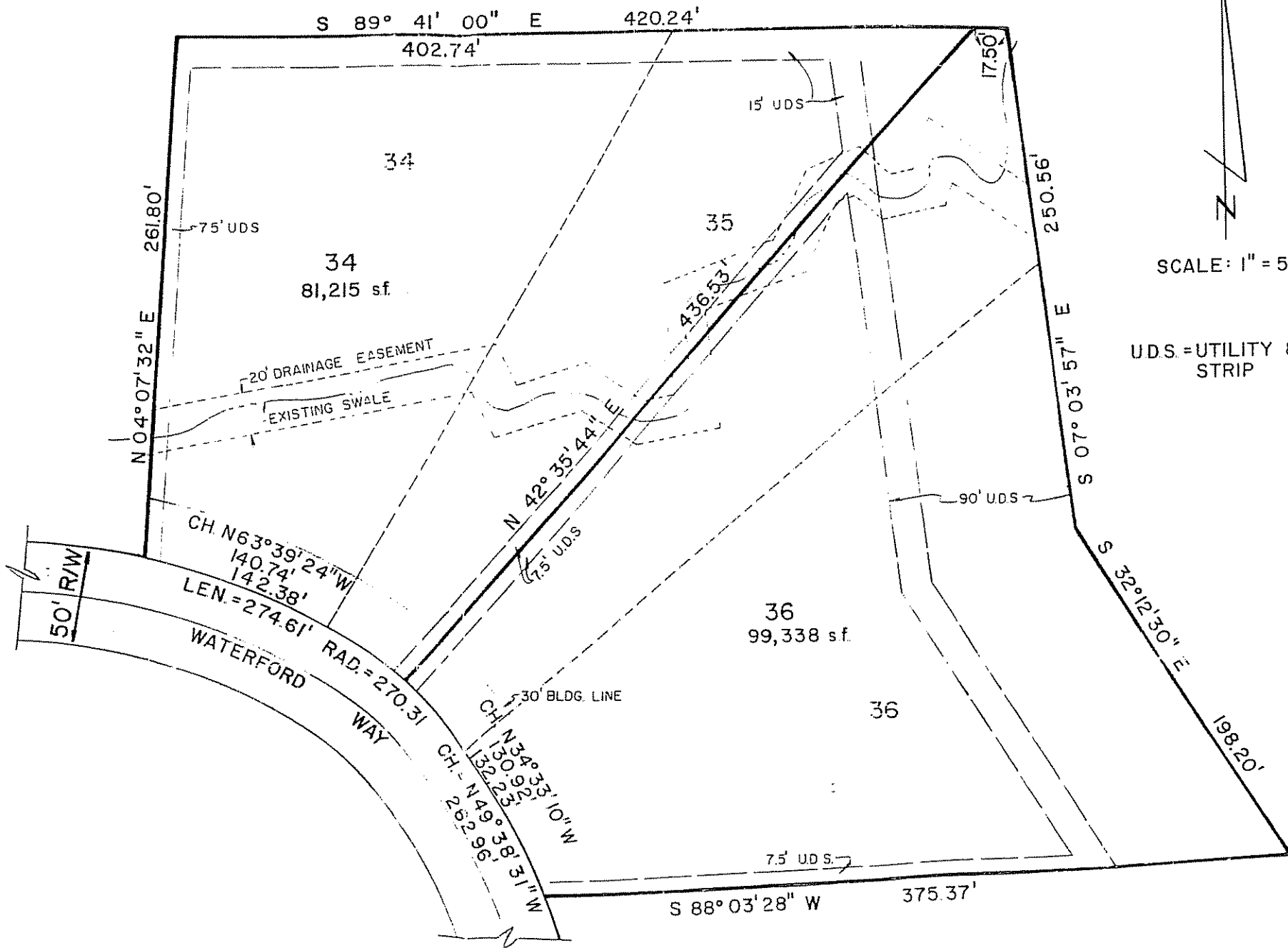
John Bonsett, County Sanitarian
 Johnson County, Indiana

COPY RECEIVED BY Building Commissioner

Gary Turner
 Gary Turner
Charles P. Combust
 Charles Combust

COPY RECEIVED BY County Assessor

Plat Prepared By:
 FRANKLIN ENGINEERING COMPANY
 151 West Jefferson Street
 Franklin, Indiana 46131



LAND DESCRIPTION

C. 216
Final

GOLDEN GROVE - SECOND

RESTRICTIVE COVENANTS

The undersigned, Charles R. Wilsey, Notary Public, County of Adams, State of Indiana, do hereby certify that the foregoing is a true and correct copy of the restrictive covenants as shown to me by Eugene W. Harter, Esq., who is the attorney in fact for the above named parties.

This subdivision shall be known and designated as Golden Grove, White River Township, Johnson County, Indiana.

The streets, if any, shown on this plat are hereby dedicated to public use.

The lot shown on this plat or any portion thereof shall be subject to the following restrictive covenants which shall be considered to be covenants running with the land, which restrictive covenants are as follows: to-wit:

1. No lot shall be used except for residential purposes no building shall be erected, altered or placed or permitted on any lot other than the single-family dwelling, nor to exceed two (2) stories in height and an attached garage for not more than three (3) cars, detached buildings or detached accessory building shall not be permitted on any lot.

2. 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 finished grade elevation.

3. No fence or wall shall be erected, placed or altered until the construction plans and specifications and plans showing the location of the structure have been approved by the Architectural Control Committee. 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 thirty (30) days after plans and specifications have been submitted to it, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

4. No dwelling shall be permitted on any lot unless the finished paving clear area of the main structure exclusive of one-story open porches and garages, shall be not be less than 7500 square feet.

5. No dwelling shall be permitted on any lot unless it has at least 50 percent coverage of brick or stone veneer construction and masonry chimney.

6. No building shall be located on any lot nearer to the front lot line or nearer to the side or street line than the minimum building setback line shown on the recorded plat; further, no building shall be located closer to the rear boundary of any lot than 15 feet without the approval of the Architectural Control Committee.

7. No building shall be constructed on any lot which shall be erected or placed on any lot shown on this plat.

8. The developer or developer or any maintenance of utilities and other services reserved as shown on the recorded plat and over the rear lot over a back lot.

9. At no time shall any outbuildings, unoperative automobile or truck be permitted on any lot.

10. No boat, trailer, or mobile living facility shall be parked or stored on any lot except inside the attached garage.

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 neighboring owners, trailers, campers and similar equipment shall not be kept or stored in the front, side or rear yards.

12. 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.

13. The Architectural Control Committee is composed of three (3) members, Charles R. Wilsey, Donald G. Wilsey and Eugene W. Harter, Wilsey, 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, either 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, eighty percent (80%) of the then recorded owners of the lots shall have the power through a duly recorded 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 in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enforce the residential building construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with.

21. No lot shall be used for other waste shall not be kept, equipment for the storage of a sanitary condition.

22. No fence, wall, hedge or lot within 10 feet above road them at points 25 feet from the rounded property corner, from the sight line limitations shall approach property line with the perfected to remain within such as maintained at sufficient height.

23. Any field tile or underground improvement within this subdivision, subdivision and their successors and all assignments thereto.

24. Each property owner shall reasonably nice appearance, condition.

25. All driveways and parking spaces these covenants are to be recorded, after which time the periods of ten years unless an action has been recorded, agreeing

26. Invalidation of any one or more of the other provisions or attempting to violate any covenant shall be by a reasonable attorney fees and litigation.

27. Approved by the Johnson County Board of Commissioners of Johnson County, Indiana, at a meeting held on the 15th day of May, 1951.

Charles R. Wilsey
Notary Public, Adams County, Indiana

STATE OF INDIANA)
COUNTY OF ADAMS)

Before me, the undersigned, personally appears Eugene W. Harter, who acknowledges the execution of the

instrument as witness my hand and notarial commission expires: _____

under authority provided by the Assembly of the State of Indiana, and all boards of county commissioners of the State of Indiana, approved by the county of Johnson County, Indiana.

Eugene W. Harter
Eugene W. Harter, Notary Public, Adams County, Indiana

Approved by the Johnson County Board of Commissioners of Johnson County, Indiana, at a meeting held on the _____ day of _____, 1951.

Eugene W. Harter
Eugene W. Harter, Notary Public, Adams County, Indiana

Approved by the Johnson County Board of Commissioners of Johnson County, Indiana, at a meeting held on the _____ day of _____, 1951.

ENTERED FOR TAXATION THIS 5TH DAY OF MAY, 1951.

No. _____

RECORDED FOR RECORD THIS 5TH DAY OF MAY, 1951.

AND RECORDED IN PLAT BOOK NO. _____

FEE: _____

GROVE - SECOND SECTION

RESTRICTIVE COVENANTS

20. No lot shall be used or maintained as a dumping ground for refuse, trash, or garbage and no equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

21. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 5 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 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, extending. The same sight line limitations shall apply on any lot within 15 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such streets or alleys unless such trees shall be maintained at sufficient height to prevent obstruction of sight sight lines.

22. Any field tile or underground drain which is encountered in construction of any subdivision 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 1963, and all amendments thereto.

23. Each property owner shall maintain his property and yard so as to preserve a reasonably nice appearance, commensurate with the surrounding neighborhood.

24. All driveways and parking areas shall be paved with an asphalt or concrete surface.

25. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 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 an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change them in whole or in part.

26. Invalidation of any one of these covenants by abrogation or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, or attempting to violate any covenant either to restrain violation or to recover damages; reasonable attorney fees and litigation expenses of the prevailing party or parties shall be borne by the unsuccessful litigant or litigants.

WITNE: W R A D S AND SEALS FILED _____ DAY OF _____ 1977.

Eugene Harger
Eugene Harger, President

Paul R. Halsey, Secretary

STATE OF INDIANA)
COUNTY OF WARRICK)

Before me the undersigned, a notary public, in and for said county and state, personally appears Eugene Harger, President and Donald R. Halsey, secretary and do hereby certify the execution of the foregoing as their voluntary act and deed.

Witness my hand and notarial seal this _____ day of _____, 1977.

 Notary Public

Under authority provided by Chapter 123, Acts of 1965, enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto, 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:

_____ day of _____, 1977.

 Eugene Harger, Secretary

_____ day of _____, 1977.

 William R. Drake, Secretary

Approved by the Johnson County Drainage Board this _____ day of _____, 1977.

 Eugene Harger, Secretary

_____ day of _____, 1977.

 William R. Drake, Secretary

ENTERED FOR TAXATION THIS _____ DAY OF _____, 1977.

GOLDEN GROVE - SECOND SECTION RESTRICTIVE COVENANTS

This subdivision shall be known and designated as Golden Grove, White River Township, Johnson County, Indiana.

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

The lots contained in this plat or any portion thereof shall be subject to the following restrictions which restrictions shall be considered and hereby are declared to be covenants running with the land, which said restrictive covenants are as follows, to-wit:

1. No lot shall be used except for residential purposes, no building shall be erected, altered or placed or permitted on any lot other than the single-family dwelling, not to exceed two (2) stories in height and an attached garage for not more than three (3) cars, detached buildings or detached accessory building shall not be permitted on any lot.
2. 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 and finished grade elevation.
3. No fence or wall shall be erected, placed or altered until the construction plans and specifications and plans showing the location of the structure have been approved by the Architectural Control Committee. The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the Committee or it's designated representatives fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.
4. No dwelling shall be permitted on any lot unless the finished living floor area of the main structure exclusive of one-story open porches and garages, shall be not less than 2,500 square feet.
5. No dwelling shall be permitted on any lot unless it has at least 50 percent coverage of brick or stone veneer construction and masonry chimney.
6. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. Further, no building shall be located on any lot nearer to the side lot lines than 15 feet without the written consent of the Architectural Control Committee.

GOLDEN GROVE - SECOND SECTION
PAGE 2

7. Not more than one (1) residential structure shall be erected or placed on any lot shown on this plat.
8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 15 feet of each lot.
9. At not time shall any unlicensed, unoperative automobile or truck be permitted on any lot.
10. No boat, trailer or mobile living facility shall be parked or stored on any lot except inside the attached garage.
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, campers and similar equipment shall not be kept or stored in the front, side or rear yard.
12. 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.
13. The Architectural Control Committee is composed of three (3) members. Charles R. Willsey, Donald R. Willsey and Filmore W. Willsey, 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 performed pursuant to this covenant. At any time, eighty percent (80%) of the then recorded owners 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.
14. 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 thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the residential building construction has been commenced prior to the completion thereof, approval will not be required and related covenants shall be deemed to have been fully complied with.

GOLDEN GROVE - SECOND SECTION
PAGE 3

15. With written approval of the Architectural Control Committee and the Johnson County Plan Board, and where, in 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 20 feet to any street line.
16. Obstructions shall not be placed in, nor be permitted to remain in areas designated as drainage easements without the permission of the Johnson County Plan Commission and the Architectural Control Committee. These areas shall be preserved and maintained as permanent drainage easements, as shown on the general development plan, on file with the Johnson County Plan Commission.
17. No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is approved by Johnson County and is located, designed and constructed in accordance with requirements, standards and recommendations of the Indiana State Board of Health.
18. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
19. No oil drilling, oil development operation, 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 be erected, maintained or permitted upon any lot.
20. 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.
21. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

GOLDEN GROVE - SECOND SECTION
PAGE 4

22. 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 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 distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
23. 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.
24. Each property owner shall maintain his property and yard so as to preserve a reasonable nice appearance, commensurate with the surrounding neighborhood.
25. All driveways and parking areas shall be paved with an asphalt or concrete surface.
26. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after with time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change them in whole or in part.
27. 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.
28. Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages; reasonable attorney fees and litigation expenses of the prevailing party or parties shall be born by the unsuccessful litigant or litigants.

WITNESS OUR HANDS AND SEALS THIS 20th day of December, 1977.