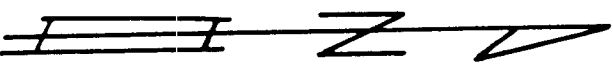
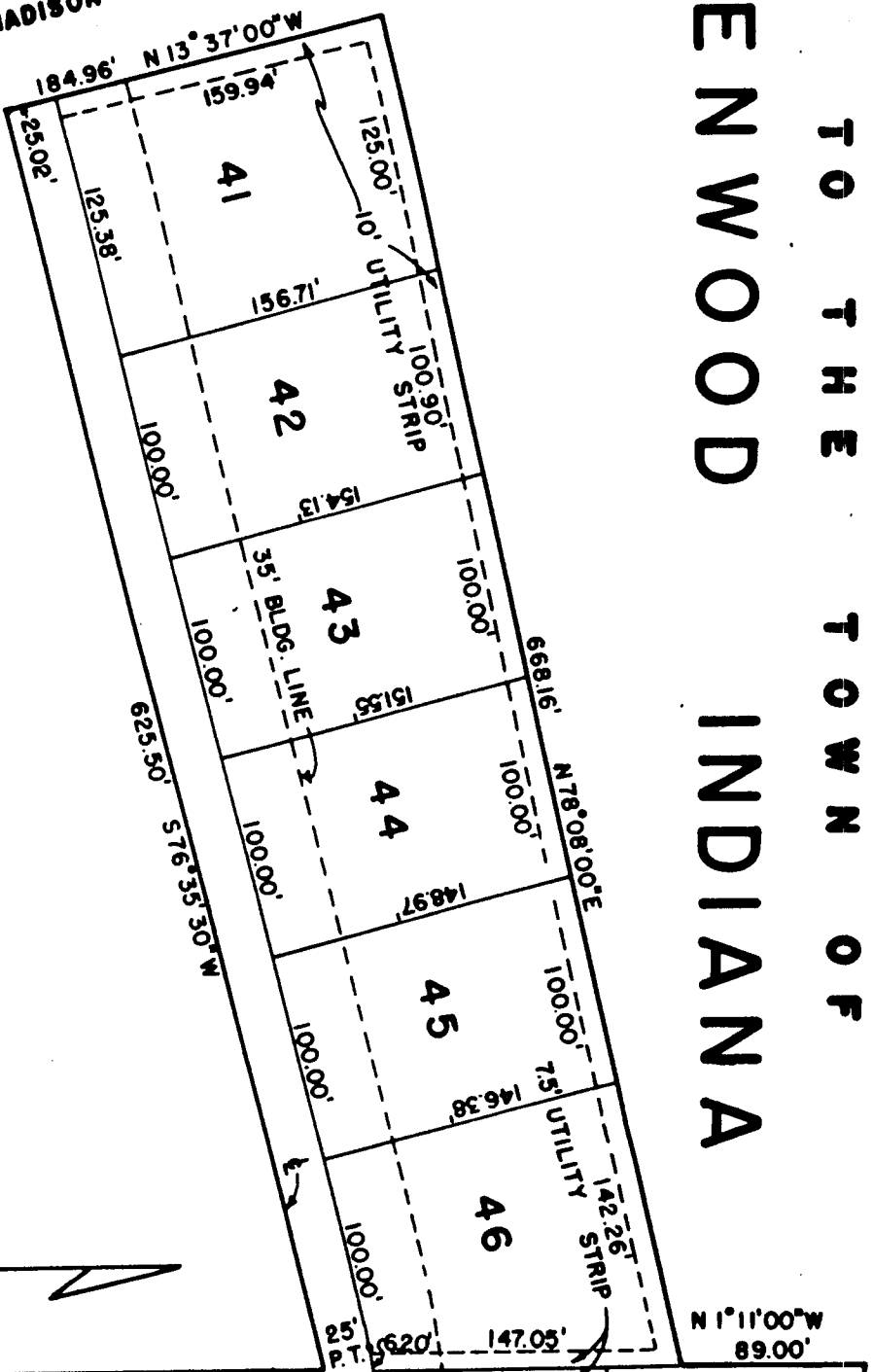
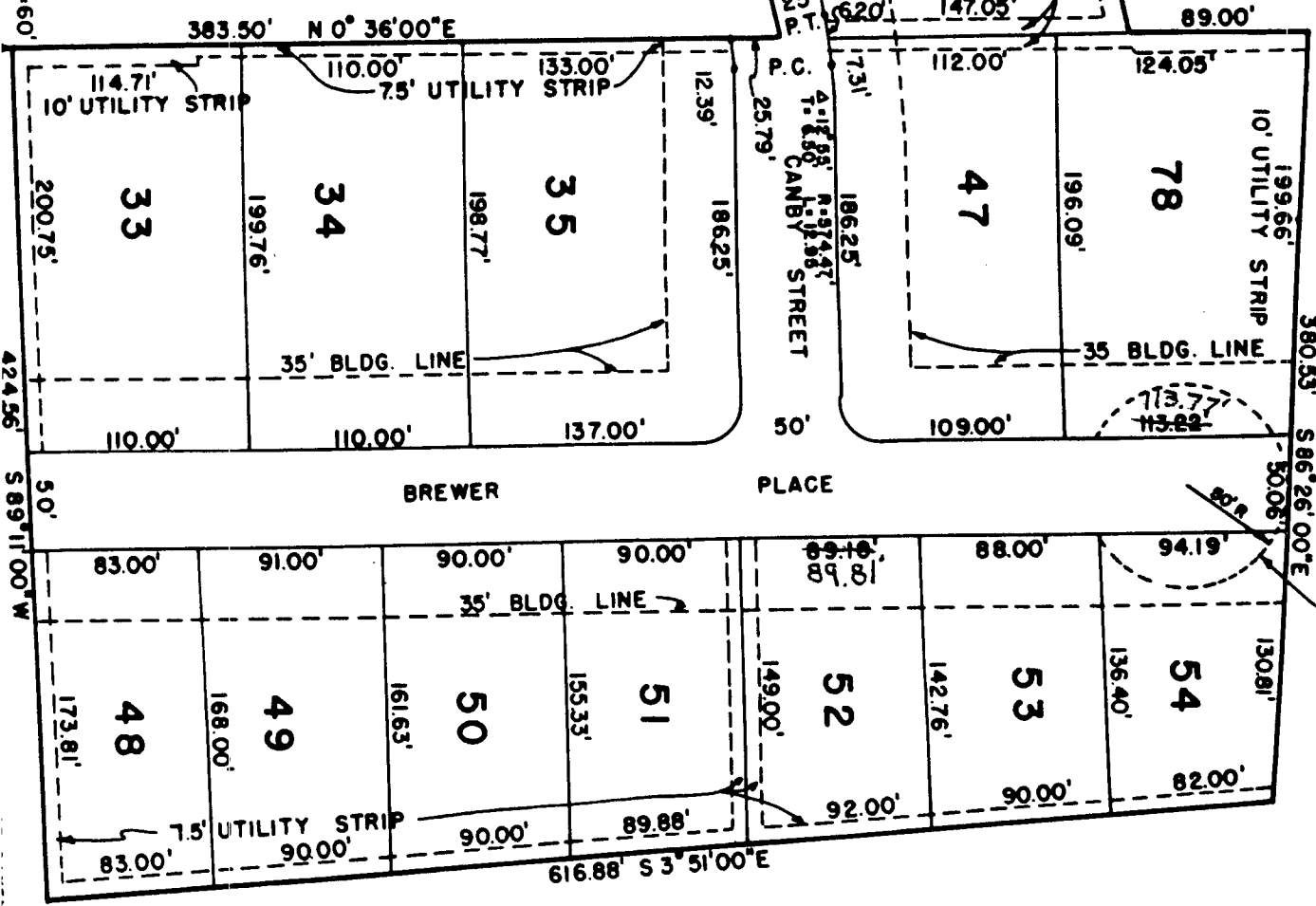


GARDEN 2ND ADDITION TO THE TOWN OF EENWOOD INDIANA

MADISON AVENUE



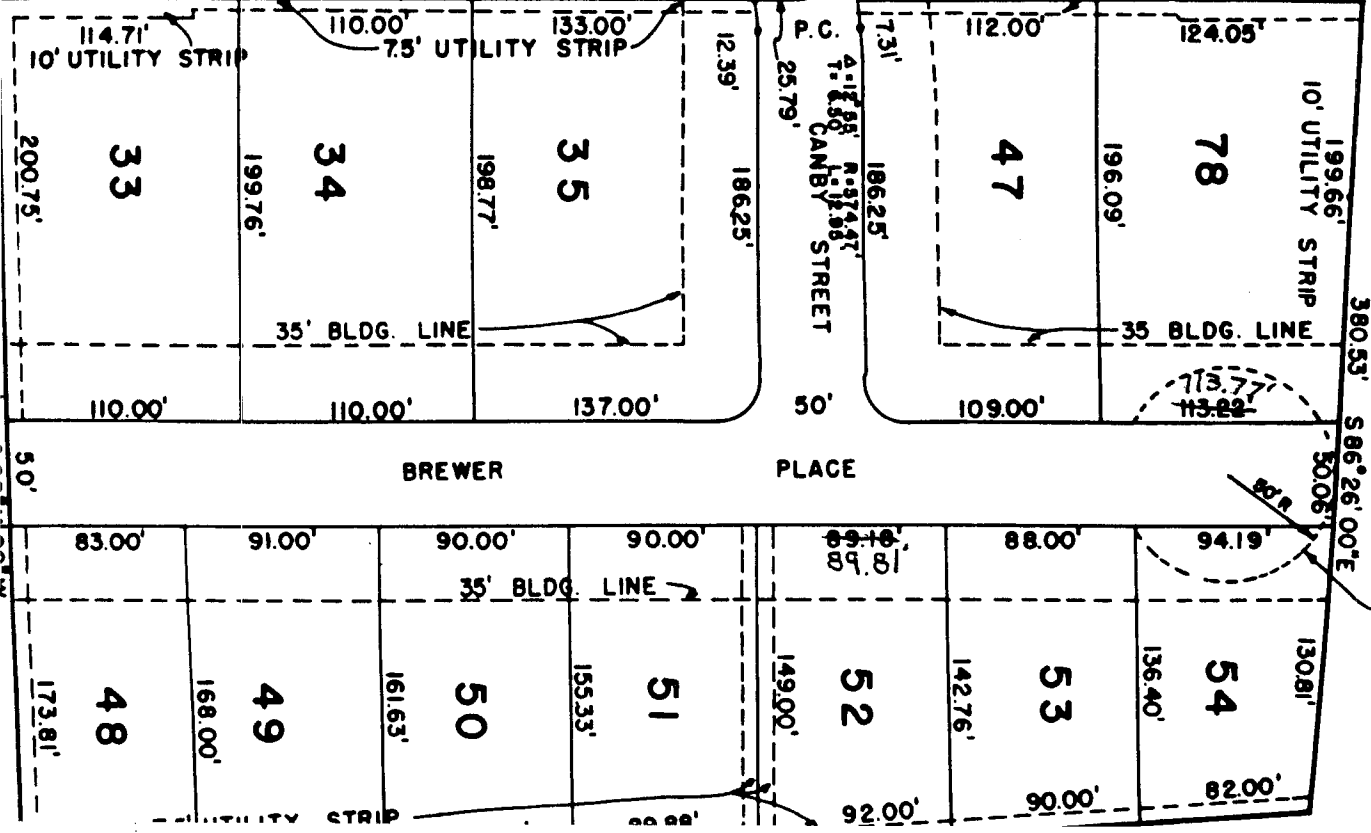
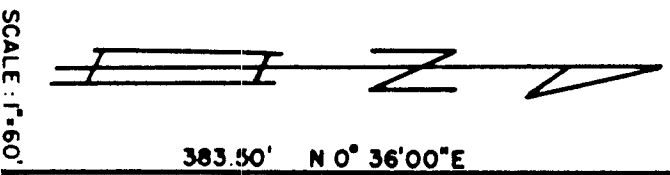
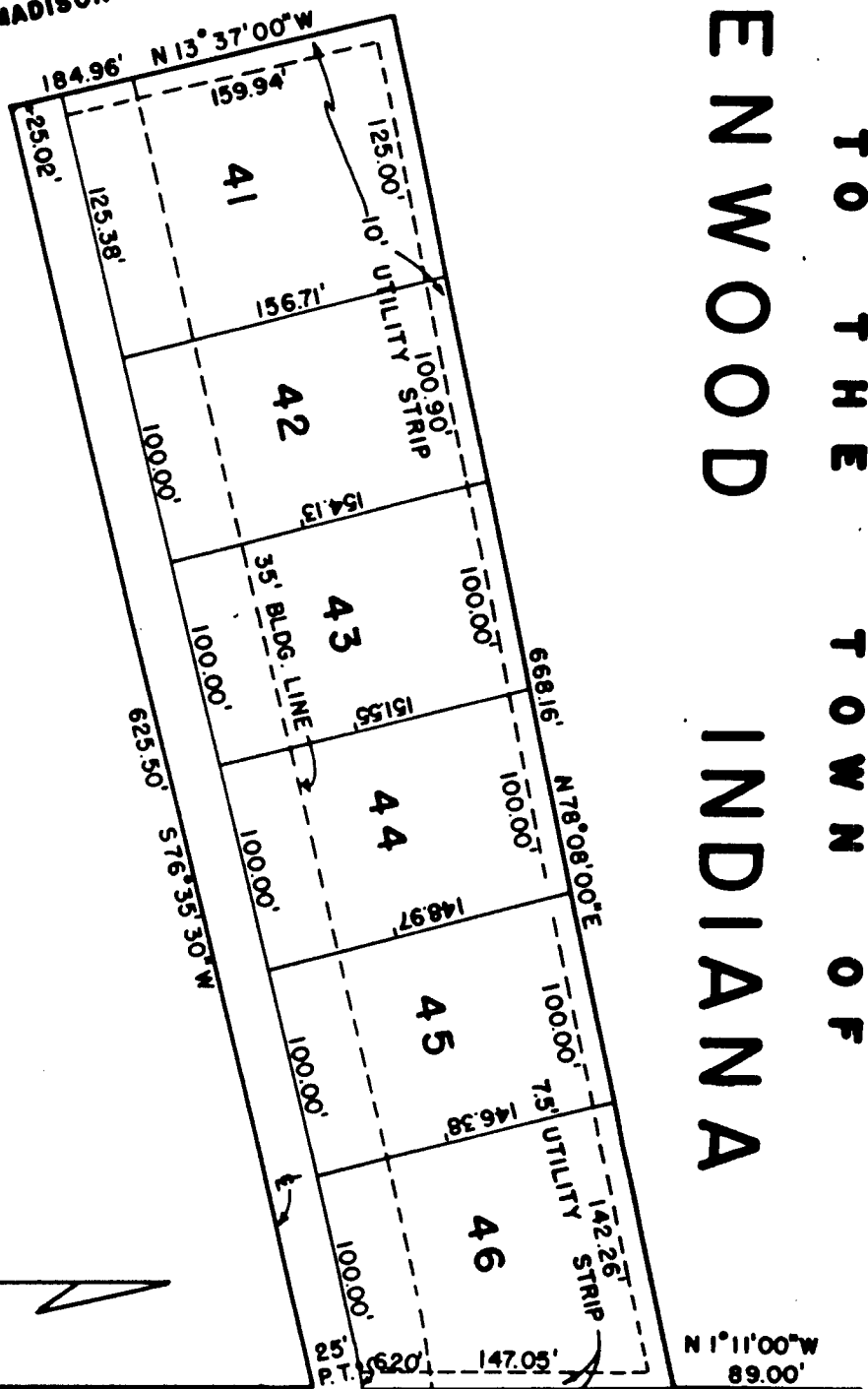
SCALE: 1"=60'



NOTE: TEMPORARY RIGHT OF WAY TO BE ABANDONED WHEN BREWER PLACE IS COMPLETED TO THE ROAD

LONGDEN 2ND ADDITION TO THE TOWN OF GREENWOOD INDIANA

MADISON AVENUE



NOTE: TEMPORARY R WHEN BREWER PL

DO HEREBY MAKE, PLAIN, UNCONTESTED, AND UNREVOKABLE STATEMENTS THAT THE ATTACHED PLAN ARE HEREBY DEDICATED TO THE PUBLIC USE OF GREENWOOD, INDIANA, THAT THE STREETS AS SHOWN ON THE ATTACHED PLAN ARE HEREBY DEDICATED 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 on permitted to remain on any lot other than one detached single-family dwelling not to exceed (1 1/2) one and one-half stories in height and a private garage for not more than (2) two cars.
2. No buildings 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, masonry of external portion with existing structures, and as to location with respect to topography and finished ground elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless specially approved. Approval shall be as provided in part (10) here.
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 1200 square feet for a one-story dwelling, nor less than 320 square feet for a dwelling of more than one-story; except when space and street width construction are used, the ground floor area shall be not less than 1040 square feet for a one-story dwelling, nor less than 840 square feet for a dwelling of more than one-story.
4. 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. In any event no building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 35 feet to any side street line, except that no side yard shall be required for a garage or other permitted accessory buildings located 30 feet or more from the minimum set back line. No dwelling shall be located on any interior lot nearer than 60 feet to the rear lot line. For the purposes of this covenant, any lot member permitted accessory buildings 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, or a lot to encroach upon another lot.
5. No dwelling shall be erected on placed on any lot having a width of less than 70 feet at the minimum building set-back line, nor shall any dwelling be erected on placed on any lot having an area of less than 9000 square feet.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 7.5 feet of each lot.
7. 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.
8. No structure of a temporary character, trailers, pavement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.
9. 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 three recorded owners of a majority of the lots shall have the power to remove a duly recorded member of the committee or to withdraw from the committee or restore to it any of its powers and duties.
10. The Architectural Control Committee approval or dis-approval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve or dis-approve 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.
11. With written approval of the Architectural Control Committee, 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.
12. No downspout shall be connected to or caused to discharge rainwater into any sanitary sewer.
13. 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 a builder to advertise the property during the construction and sales period.
14. No oil drilling, oil development operations, oil refining, guanoing 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.
15. 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.
16. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Rubbish 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.
17. No fence, wall, hedge or shrub planting which obstructs sight line at elevations between 2 and 6 feet above sidewalk shall be placed or permitted to remain on any common lot within the triangular area formed by the street property line, and a line connecting them, a point 25 feet 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 side 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.
18. Time 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, advising to change them in whole or in part.
19. Invalidity 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.
20. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant fitness to restrain violation or to recover damages.

IN WITNESS WHEREOF, GRAYSON J. LONDERER AND HAZEL D. LONDERER,

Grayson J. Londerer
Grayson J. Londerer

Hazel D. Londerer
Hazel D. Londerer

STATE OF INDIANA
COUNTY OF PUTNAM

ROBERT W. MURRAY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL ENGINEER, REGISTERED IN INDIANA AND THAT THIS PLAN CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON MARCH 29, 1956.
MY COMMISSION EXPIRES 2-18-1960

Robert W. Murray
Robert W. Murray
Notary Public

APPROVED BY THE TOWN OF GREENWOOD PLAN BOARD ON THE 2ND DAY OF APRIL 1956.

Carl Davis
Carl Davis
President

Wick Hall
Wick Hall
President

Robert Murray
Robert Murray
Notary Public

ENTERED FOR TAXATION THIS 16 DAY OF APRIL 1956.

Robert Murray
Robert Murray
Auditor of Townships

Copy of Dimension of 2 lots has been filed Record 26 Page #11 - See also Record 35 to

AMENDED RESTRICTIVE COVENANTS FOR
LONGDEN 2nd ADDITION TO THE TOWN
OF GREENWOOD, INDIANA

No 17923

KNOW ALL MEN BY THESE PRESENTS, That Grafton J. Longden and Hazel Day Longden, husband and wife of Putnam County, State of Indiana, to-wit, being the owners in fee simple of the real estate in Johnson County, State of Indiana, as set forth in the dedication of Longden's 2nd Addition heretofore dedicated and entered for record on the 16th day of April, 1956, and recorded in Plat Record No. 4, page 33 of the Plat Records of the Recorder's Office, Johnson County, Indiana, wherein certain restrictive covenants running with the land were set forth and defined, and being still the owners of all of the lots of said addition now amend the said restrictive covenants as follows:

1.

Restrictive covenant number 1 is hereby revoked, set aside and held for naught and the following section 1 is substituted therefor.

Section 1. No lot shall be used except for residential purposes. No building shall be erected, altered or placed or permitted to remain in said addition other than one single-family dwelling not to exceed one and a half stories in height, a double dwelling, a two story house or a two story, four (4) family apartment not exceeding two and one half stories in height, and a private garage for not exceeding four cars.

2.

Restrictive Covenant number 3 is hereby revoked and the following is substituted in lieu thereof.

Section 3. No dwelling shall be permitted in said addition unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet for a one story dwelling nor less than 920 square feet for a dwelling of more than one story; except where brick and stone veneer constructions are used the ground floor area shall not be less than 1040 square feet for a one story dwelling nor less than 840 square feet for a dwelling of more than one story.

IN WITNESS WHEREOF, Grafton J. Longden and Hazel Day Longden husband and wife, have set their hands and seals this 10th day of December, 1956.

Grafton J. Longden
Grafton J. Longden
Hazel Day Longden
Hazel Day Longden

STATE OF INDIANA }
COUNTY OF JOHNSON } SS

Before me the undersigned Notary Public, in and for the County of Johnson and State of Indiana, personally appeared Grafton J. Longden and Hazel Day Longden, husband and wife, both well known to me and acknowledged the execution of the foregoing instrument as and for their voluntary act and deed for the purposes contained therein.

Witness my hand and official seal.

My commission expires
January 4, 1957

Byron Rodgers
Notary Public

Approved by the Town of
Greenwood Plan Board on
the 11th day of December, 1956.

Al Van Valer, Chairman
C. J. Davis, Secretary

Approved by the Trustees
of the Town of Greenwood,
Indiana, on the 18th day
of December, 1956.

S. Garfield Green
Clerk/Treasurer
Boyd H. Betts
President

Number 17923 received for
record this 20 day of December,
1956, at 2:10 o'clock P M.,
and recorded on page Back 39 of
Plat Record No. 4 of the
records of my office.

W. Russell Poe
Recorder, Johnson County