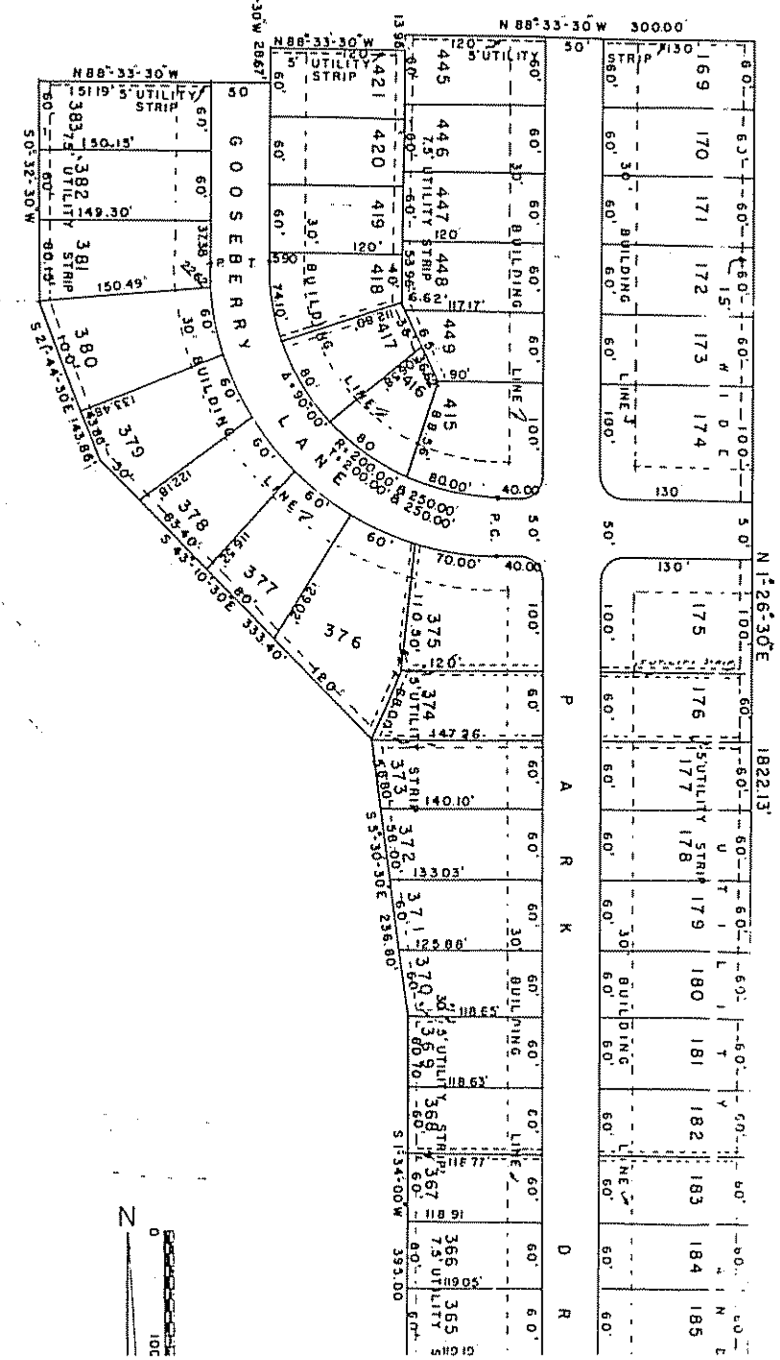
B-101

SECOND ADDITION TO NORTHERN PARK ADDITION

TO

GREENWOOD, INDIANA



[illegible] BY THESE PRESENTS: THAT YOUR HOMES, INCORPORATED, AN INDIANA CORPORATION, BEING THE OWNER [illegible] FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE IN JOHNSON COUNTY, INDIANA, TO-WIT:

A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 29 AND A PART OF THE EAST HALF OF THE NORTHE QUARTER OF SECTION 3[illegible], ALL IN PART OF TOWNSHIP 14 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIB AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID EAST HALF OF SAID SOUTHEAST QUARTER OF SAID SECTION 29; THENCE NORTH 1 DEGREE 2[illegible] MINUTES 30 SECONDS EAST 112[illegible].13 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 30 SECONDS W 300.00 FEET; THENCE SOUTH 1 DEGREE 26 MINUTES 30 SECONDS WEST 13.96 FEET; THENCE NORTH 88 DEGREES 33 MINUTES [illegible] SECONDS WEST 170.05 FEET; THENCE SOUTH 1 DEGREE 26 MINUTES 30 SECONDS WEST 28.67 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 30 SECONDS WEST 201.15 FEET; THENCE SOUTH 0 DEGREES 32 MINUTES 30 SECONDS WEST 2[illegible].15 FEET TO THE [illegible]EAST CORNER OF LOT NUMBER 390 IN THE FIRST ADDITION TO NORTHERN PARK ADDITION, GREENWOOD, INDIANA; THENCE SOU ON AND ALONG THE EAST BOUNDARY OF SAID FIRST ADDITION TO NORTHERN PARK ADDITION TO THE SOUTHEAST CORNER OF LOT [illegible] 357 IN SAID FIRST ADDITION; THENCE NORTH 88 DEGREES 34 MINUTES 30 SECONDS WEST 120.00 FEET; THENCE NORT 77 DEGREES 16 MINUTES 30 SECONDS WEST 50.90 FEET; THENCE NORTH 88 DEGREES 3[illegible] MINUTES 30 SECONDS WEST 174.48 FE THENCE SOUTH 8 DEGREES 14 MINUTES 0 SECONDS EAST 254.11 FEET; THENCE SOUTH 88 DEGREES 34 MINUTES 0 SECONDS EA 550.10 FEET; THENCE NORTH 0 DEGREES 20 MINUTES 0 SECONDS EAST 417.30 FEET, TO THE PLACE OF BEGINNING, CONTAINI 10.41 ACRES, MORE OR LESS.

HEREBY SUBDIVIDES SUCH REAL ESTATE INTO LOTS AND STREETS IN ACCORDANCE WITH THE PLAT ATTACHED HERETO AS A ADDITION TO BE KNOWN AS "SECOND ADDITION TO NORTHERN PARK ADDITION". THE STREETS AS SHOWN ON THE ATTACHED PLA ARE HEREBY DEDICATED TO PUBLIC USE, AND ALL OF THE LOTS CONTAINED IN SUCH PLAT OR ANY PORTION THEREOF SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES, AND NO BUILDING SHALL BE ERECTED, ALTERED, OR P ON ANY LOT, OTHER THAN ONE DETACHED SINGLE-FAMILY DWELLING NOT TO EXCEED ONE AND ONE-HALF STORIES IN HEIGHT A PRIVATE GARAGE FOR NOT MORE THAN TWO CARS.

2. NO DWELLING SHALL BE PERMITTED ON ANY LOT UNLESS THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSI ON ONE STORY OPEN PORCHES AND GARAGES, SHALL BE NOT LESS THAN 900 SQUARE FEET FOR A ONE STORY DWELLING NOR LE THAN 720 SQUARE FEET FOR A DWELLING OF MORE THAN ONE STORY.

3. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE OR NEARER TO THE SIDE STREET LI THAN THE MINIMUM BUILDING SET-BACK LINES SHOWN ON THE RECORDED PLAT. IN ANY EVENT, NO BUILDING SHALL BE LOCAT ON ANY LOT NEARER THAN 30 FEET TO THE FRONT LOT LINE, OR NEARER THAN THIRTY FEET TO ANY SIDE STREET LINE. NO BUILDING SHALL BE LOCATED NEARER THAN 6 FEET TO AN INTERIOR LOT LINE, EXCEPT THAT NO SIDE YARD SHALL BE REQUIR FOR A GARAGE OR OTHER PERMITTED ACCESSORY BUILDING LOCATED 30 FEET OR MORE FROM THE MINIMUM SET-BACK LINE. NO DWELLING SHALL BE LOCATED ON ANY INTERIOR LOT NEARER THAN 25 FEET TO THE REAR LOT LINE. FOR THE PURPOSES OF T COVENANT, EAVES, STEPS AND OPEN PORCHES SHALL NOT BE CONSIDERED AS A PART OF THE BUILDING PROVIDED, HOWEVER, T THIS SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF A BUILDING TO ENCROACH UPON ANOTHER LOT.

4. NO DWELLING SHALL BE ERECTED OR PLACED ON ANY LOT HAVING A WIDTH OF LESS THAN 50 FEET AT THE MINIMUM BUILDING SET-BACK LINE, NOR SHALL ANY DWELLING BE ERECTED OR PLACED ON ANY LOT HAVING AN AREA OF LESS THAN 6,0 SQUARE FEET.

5. EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED, AS SHOWN ON THE RECORDED PLAT AS "UTILITY STRIPS".

6. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE UPON AN LOT WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

7. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILD SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY.

8. NO DOWNSPOUT SHALL BE CONNECTED TO OR CAUSED TO DISCHARGE RAIN WATER INTO ANY SANITARY SEWER.

9. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT, EXCEPT FOR ONE PROFESSIONAL SIG OF NOT MORE THAN ONE SQUARE FOOT, ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE [illegible] RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

10. 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 P [illegible] UPON OR IN ANY LOT. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SH [illegible] ERECTED, MAINTAINED OR PERMITTED ON ANY LOT.

11. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT ON ANY LOT, EXCEPT THAT [illegible] OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR ANY COMMERCI PURPOSE.

12. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH OR GARBAGE. WASTE MATTER O [illegible] SHALL BE KEPT ONLY IN SANITARY CONTAINERS, AND ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE O [illegible] OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.

13. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS THE SIGHT LINE AT ELEVATIONS BETWEEN TWO AND [illegible] FEET ABOVE THE 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 PROPERT [illegible] WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT.

14. NO FENCE [illegible] HIGHER THAN [illegible], NOR ANY FENCE, SHALL BE PERMITTED ON SIDE LOT L [illegible]

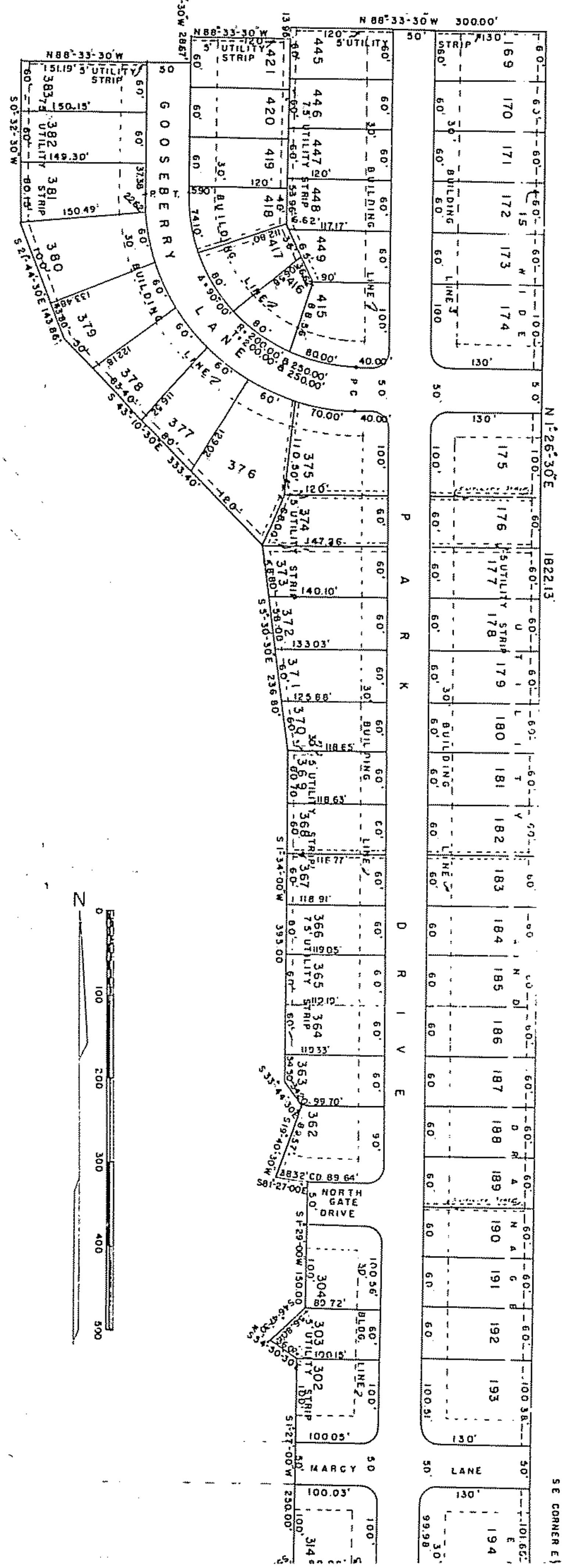
15. ALL SWALES, FOR DRAINAGE OF LOTS, THAT ARE LOCATED ON SIDE LOT LINES AND ON REAR LOT LINES SHALL BE PRE SERVED AND NOT OBSTRUCTED IN ACCORDANCE WITH A GENERAL DRAINAGE PLAN ON FILE WITH THE TOWN OF GREENWOOD, INDIA

SECOND ADDITION TO NORTHERN [illegible]

TO

GREENWOOD, INDIANA

B-101



[illegible] BY THESE PRESENTS: THAT YOU[illegible]
FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL EST[illegible]

[illegible] PART OF THE EAST HALF OF THE SOUTHEAST [illegible]
QUARTER OF SECTION 32, ALL [illegible] PART OF TOWNSHIP [illegible]
AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER [illegible]
THENCE NORTH 1 DEGREE 26 MINUTES 30 SECONDS EA[illegible]
300.00 FEET; THENCE SOUTH 1 DEGREE 26 MINUTES [illegible]
SECONDS WEST 120.00 FEET; THENCE SOUTH 1 DEGRE[illegible]
[illegible] MINUTES 30 SECONDS WEST 201.19 FEET; THENCE [illegible]
EAST CORNER OF LOT NUMBER 396 IN THE FIRST ADD[illegible]
ON AND ALONG THE EAST BOUNDARY OF SAID FIRST [illegible]
NUMBER 357 IN SAID FIRST ADDITION; THENCE NORT[illegible]
77 DEGREES 10 MINUTES 30 SECONDS WEST 50.90 FE[illegible]
THENCE SOUTH 8 DEGREES 14 MINUTES 0 SECONDS EA[illegible]
[illegible].10 FEET; THENCE NORTH [illegible] DEGREES 20 MINUTES [illegible]
[illegible].41 ACRES, MORE OR LESS.

HEREBY SUBDIVIDES SUCH REAL ESTATE INTO [illegible]
ADDITION TO BE KNOWN AS "SECOND ADDITION TO N[illegible]
ARE HEREBY DEDICATED TO PUBLIC USE, AND ALL O[illegible]
SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. NO LOT SHALL BE USED EXCEPT FOR RESI[illegible]
ON ANY LOT, OTHER THAN ONE DETACHED SINGLE-FA[illegible]
PRIVATE GARAGE FOR NOT MORE THAN TWO CARS.

2. NO DWELLING SHALL BE PERMITTED ON AN[illegible]
ON ONE STORY OPEN PORCHES AND GARAGES, SHALL [illegible]
THAN 720 SQUARE FEET FOR A DWELLING OF MORE T[illegible]

3. NO BUILDING SHALL BE LOCATED ON ANY [illegible]
THAN THE MINIMUM BUILDING SET-BACK LINES SHOWN [illegible]
ON ANY LOT NEARER THAN 30 FEET TO THE FRONT LO[illegible]
BUILDING SHALL BE LOCATED NEARER THAN 6 FEET [illegible]
FOR A GARAGE OR OTHER PERMITTED ACCESSORY BUIL[illegible]
DWELLING SHALL BE LOCATED ON ANY INTERIOR LOT [illegible]
COVENANT, EAVES, STEPS AND OPEN PORCHES SHALL [illegible]
THIS SHALL NOT BE CONSTRUED TO PERMIT ANY PORT[illegible]

4. NO DWELLING SHALL BE ERECTED OR PLACE[illegible]
BUILDING SET-BACK LINE, NOR SHALL ANY DWELLING [illegible]
SQUARE FEET.

5. EASEMENTS FOR THE INSTALLATION AND MA[illegible]
SHOWN ON THE RECORDED PLAT AS "UTILITY STRIPS"[illegible]

6. NO NOXIOUS OR OFFENSIVE ACTIVITY SHAL[illegible]
LOT WHICH MAY BE OR BECOME AN ANNOYANCE OR NUI[illegible]

7. NO STRUCTURE OF A TEMPORARY CHARACTER [illegible]
SHALL BE USED ON ANY LOT AT ANY TIME AS A RES[illegible]

[illegible] NO DOWNSPOUT SHALL BE CONNECTED TO [illegible]

[illegible] NO SIGN OF ANY KIND SHALL BE DISPLAYE[illegible]
OF NOT MORE THAN ONE SQUARE FOOT, ONE SIGN OF [illegible]
RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE [illegible]

10. NO OIL DRILLING, OIL DEVELOPMENT OPER[illegible]
SHALL BE PERMITTED UPON OR IN ANY LOT, NOR SHA[illegible]
[illegible] UPON OR IN ANY LOT. NO DERRICK OR OTHE[illegible]
BE ERECTED, MAINTAINED OR PERMITTED ON ANY LOT [illegible]

11. NO ANIMALS, LIVESTOCK, OR POULTRY OF [illegible]
[illegible] OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVI[illegible]
[illegible]

[illegible]

[illegible]

[illegible]

[illegible]
SERVED AND NOT [illegible] WITH A[illegible]

[illegible]

[illegible]

[illegible] TO VIOLATE ANY COVENANT, EITHER [illegible]

[illegible], THE INCORPORATED [illegible]
FOR AND IN BEHALF OF SUCH CORPORATION, THIS ___

ATTEST:

[illegible], SECRETARY

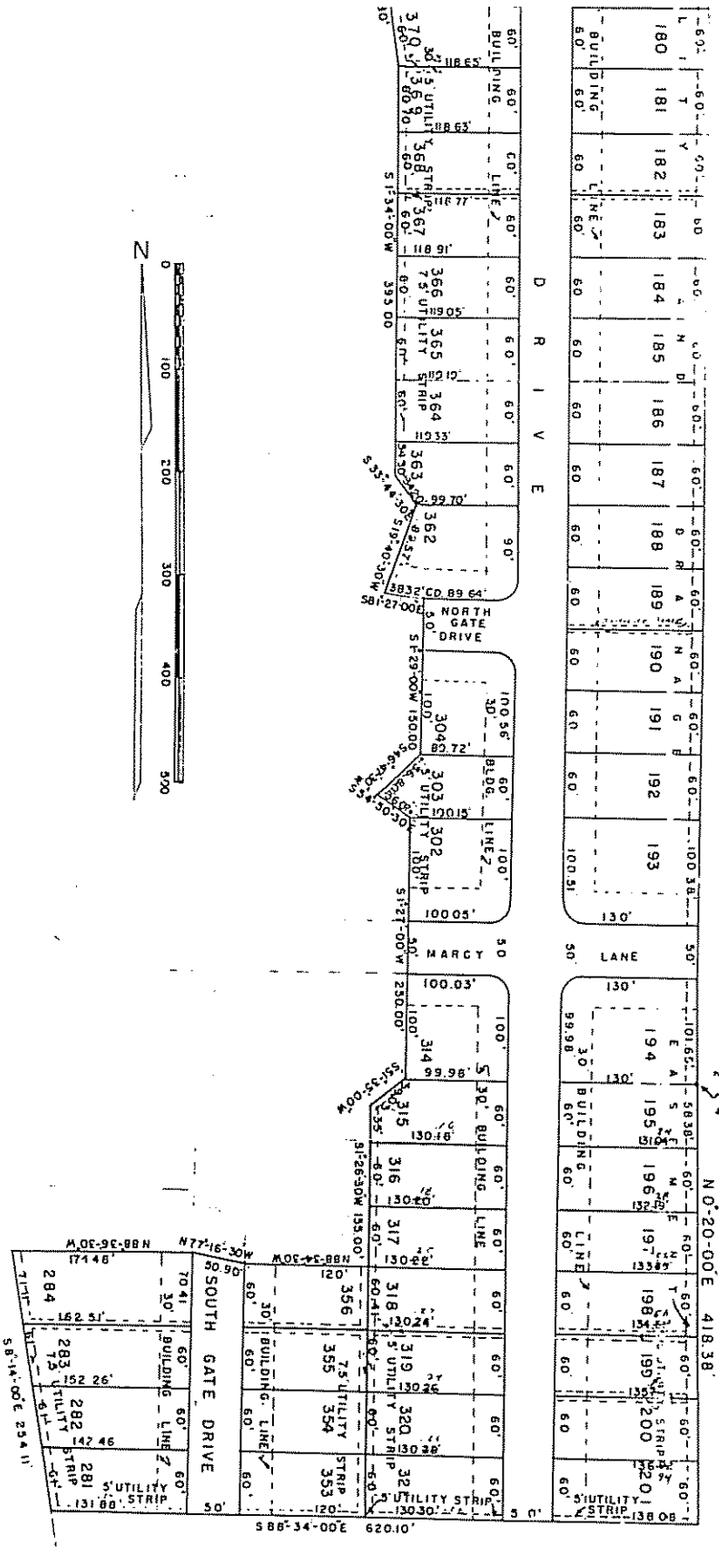
STATE OF INDIANA
COUNTY OF JOHNSON SS

I, THE UNDERSIGNED, A NOTARY PUBLIC DULY [illegible]
STATE OF INDIANA, CERTIFY THAT [illegible] PRESID[illegible]
[illegible], OF YOUR HOMES, INCORPORATED, PERSONALLY [illegible]
[illegible], FOR AND IN BEHALF OF SUCH CORPORATI[illegible]
195[illegible].

WITNESS MY HAND AND NOTARIAL SEAL.

MY COMMISSION EXPIRES:

I, JAMES C. FREESE, CERTIFY THAT I AM A [illegible]
ABOVE PLAT WAS MADE BY ME AND CORRECTLY REPRES[illegible]



...SHALL BE PERMITTED UPON OR IN ANY LOT, NOR THAT ANY ...
...CEASE WHICH OF IN ANY LOT, NUISANCES OR ANY ...
...OR SHALL BE MAINTAINED OR PERMITTED ON ANY LOT ...

11. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE KEPT ON ANY LOT ...

12. ... LOT SHALL BE USED OR MAINTAINED AS A DUMPING ... SHALL BE KEPT CLEAN AND SANITARY ... RUBBISH OR TRASH SHALL BE KEPT ON A LOT ...

13. ... FENCE, WALL, HEDGE OR SHRUB PLANTING ... FEET ABOVE GROUND SHALL BE ALLOWED OR PERMITTED ... STREET PROPERTY LINES AND A LINE CONNECTING ... LOT, OR IN THE CASE OF A ROUNDED PROPERTY ... SUCH DISTANCES OF INTERSECTION ... LOT LINES ... LOT WITH THE EDGE OF A DRIVEWAY OR ALLEY ...

14. ... NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE THAN ... SHOWN ON THE RECORDED PLAT ...

15. ... EASEMENTS FOR UTILITIES ... RESERVED AS SHOWN ON THE RECORDED PLAT ...

... RESTRICTIVE COVENANTS ... PUBLIC ... OR BY A GOVERNMENTAL ... WHICH ARE NOW IN FORCE AND EFFECT ... WHICH RUN FROM COVENANT TO COVENANT ... INSTRUMENT SIGNED BY ... MAJORITY OF THE OWNERS OF ... OF SAID ... SEVENTY-FIVE (75) YEARS ...

... INVALIDATION OF ANY ONE OF THESE COVENANTS ... OTHER PROVISIONS, WHICH SHALL REMAIN IN FULL FORCE ...

... BREACH OF ANY OF THE ... SHALL BE ENFORCED BY PROCEEDING ... OR ATTEMPTING TO VIOLATE ANY COVENANT, EITHER ...

... THE ... COMPANY, ITS SUCCESSORS AND ASSIGNS, HAS ... FOR AND IN BEHALF OF SAID CORPORATION, THIS ___

ATTEST:

...
SECRETARY

STATE OF INDIANA
COUNTY OF JOHNSON SS

I, THE UNDERSIGNED, A NOTARY PUBLIC DULY ... STATE OF INDIANA, CERTIFY THAT CHARLES FREDRICK ... IVELY, OF YOUR HOMES, INCORPORATED, PERSONALLY ... INSTRUMENT, FOR AND IN BEHALF OF SUCH CORPORATION ...

WITNESS MY HAND AND NOTARIAL SEAL.

MY COMMISSION EXPIRES:

...

I, JAMES C. FREESE, CERTIFY THAT I AM A ... ABOVE PLAT WAS MADE BY ME AND CORRECTLY REPRESENTS ...

APPROVED BY THE PLAN BOARD OF THE TOWN OF GREEN ...

...

APPROVED FOR RECORDING BY THE TRUSTEES OF THE ...

...

APPROVED BY THE JOHNSON COUNTY PLAN BOARD THIS ...

...

APPROVED BY THE CITY OF FRANKLIN PLAN BOARD THIS ...

...

FILED FOR TAXATION THIS 9 DAY OF January ...

No. 28324

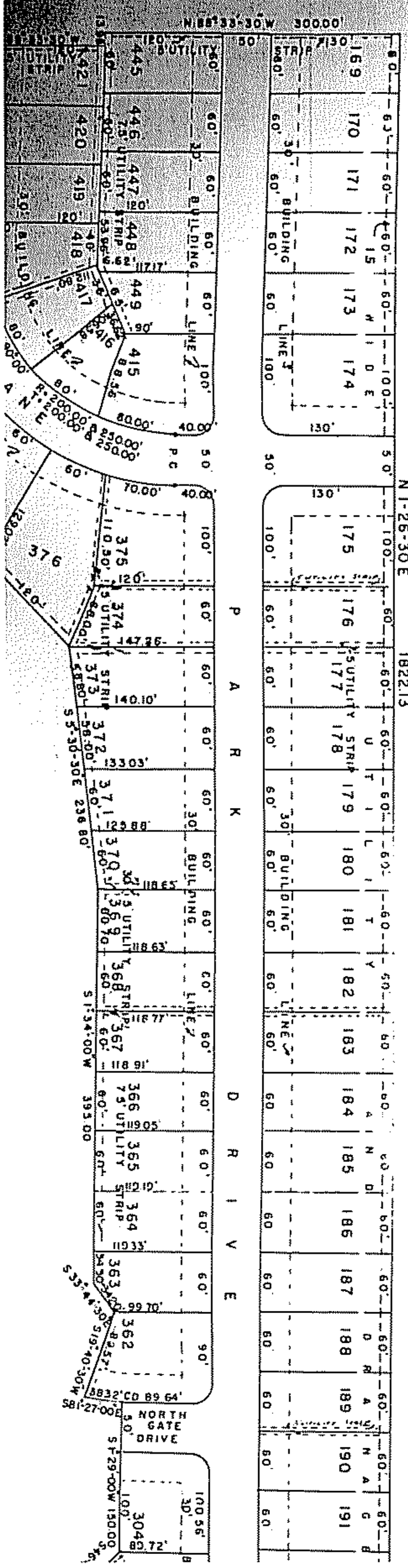
RECORDED THIS 9 DAY OF Jan ..., 1957, AT ...

7-2-97 For Easement agre... #9701772

669-670

For variance to Lot 388 see Misc Rec 47 Page 388 For Divi...

...ITION TO NORTHERN PARK ADDITION
TO
GREENWOOD, INDIANA



KNOW ALL MEN BY THESE PRESENTS: That Your Homes, Incorporated, an Indiana Corporation, being the owner in fee simple of the following described real estate in Johnson County, Indiana, to-wit:

A part of the East half of the Southeast Quarter of Section 29 and a part of the East half of the Northeast Quarter of Section 32, all a part of Township 14 North, Range 4 East of the Second Principal Meridian, described as follows: Beginning at the southeast corner of said East half of said Southeast Quarter of said Section 29; thence north 1 degree 26 minutes 30 seconds east 1127.13 feet; thence north 88 degrees 33 minutes 30 seconds west 300.00 feet; thence south 1 degree 26 minutes 30 seconds west 14.96 feet; thence north 88 degrees 33 minutes 30 seconds west 120.00 feet; thence south 1 degree 26 minutes 30 seconds west 28.67 feet; thence north 88 degrees 33 minutes 30 seconds west 201.19 feet; thence south 0 degrees 33 minutes 30 seconds west 200.15 feet to the northeast corner of Lot Number 390 in the First Addition to Northern Park Addition, Greenwood, Indiana; thence southerly on and along the east boundary of said First Addition to Northern Park Addition to the southeast corner of Lot Number 357 in said First Addition; thence north 88 degrees 34 minutes 30 seconds west 120.00 feet; thence north 77 degrees 16 minutes 50 seconds west 50.90 feet; thence north 88 degrees 30 minutes 30 seconds west 174.48 feet; thence south 8 degrees 14 minutes 0 seconds east 254.11 feet; thence south 88 degrees 34 minutes 0 seconds east 620.10 feet; thence north 0 degrees 20 minutes 0 seconds east 417.30 feet, to the place of beginning, containing 20.41 acres, more or less.

Hereby subdivides such real estate into lots and streets in accordance with the plat attached hereto as an addition to be known as "Second Addition to Northern Park Addition". The streets as shown on the attached plat are hereby dedicated to public use, and all of the lots contained in such plat or any portion thereof shall be subject to the following restrictions:

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 one and one-half stories in height and a private garage for not more than two cars.

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 900 square feet for a one story dwelling nor less than 720 square feet for a dwelling of more than one story.

3. 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 30 feet to the front lot line, or nearer than thirty feet to any side street line. No building shall be located nearer than 6 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum set-back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, 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 to encroach upon another lot.

4. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.

5. Easements for the installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat as "Utility Strips".

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done upon any lot which may be or become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

8. No downspout shall be connected to or caused to discharge rain water into any sanitary sewer.

9. No sign of any kind shall be displayed to the public view on any lot, except for 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.

10. 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 derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

11. 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.

12. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste matter or materials shall be kept only in sanitary containers, and all incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

13. No fence, wall, hedge or shrub planting which obstructs the sight line 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 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 or alley pavement.

14. No [illegible] planting or hedge more than [illegible] inches high, nor any fence, shall be permitted on side lot lines [illegible] front lot line [illegible] building set-back lines.

15. All swales for drainage of lots that are located on side lot lines and on rear lot lines shall be preserved and not obstructed in accordance with a general drainage plan on file with the Town of Greenwood, Indiana.

These restrictions are hereby declared to be covenants running with the land and shall be binding on all parties and on all persons claiming under them, for a period of 25 years from the date these covenants are recorded, after which time such 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 in the plat is recorded, agreeing to the alteration of said covenants in whole or in part.

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.

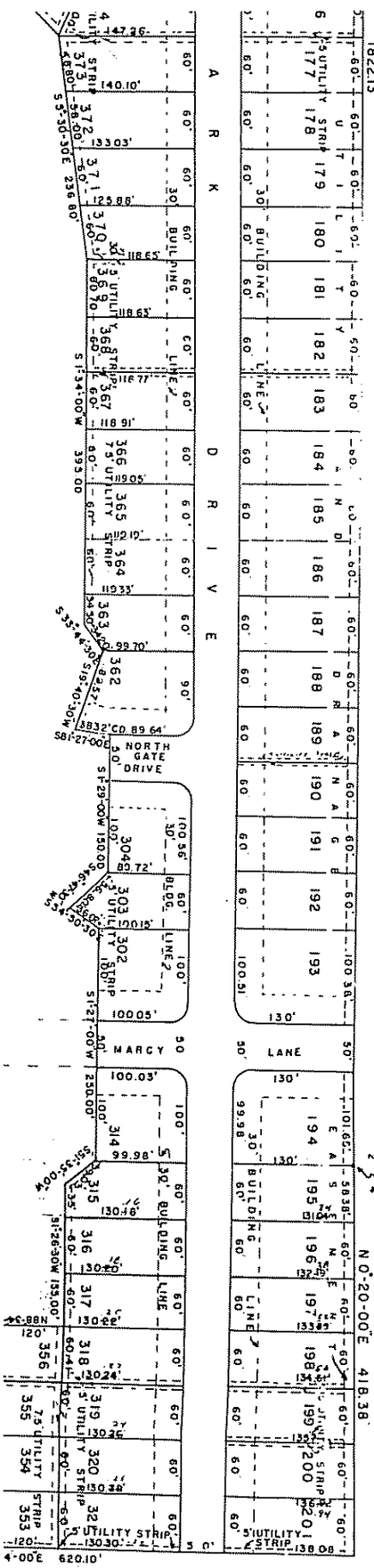
These covenants may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation, to recover damages or both.

In witness whereof, this instrument has been executed by the undersigned officers of Your Homes, Incorporated, for and in behalf of such corporation, this _____ day of _____________, 1957.

YOUR HOMES, INCORPORATED, BY

Charles Fredrick Smith, President

Attest:



D. Easements for the installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat as "Utility Strips".

E. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done upon any lot which may be or become an annoyance or nuisance to the neighborhood.

F. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

G. No downspout shall be connected to or caused to discharge rain water into any sanitary sewer.

H. No sign of any kind shall be displayed to the public view on any lot, except for 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.

I. 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 derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

J. 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.

K. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste matter or garbage shall be kept only in sanitary containers, and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

L. No fence, wall, hedge or shrub planting which obstructs the sight line 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 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 limitation 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.

M. No fence, planting or hedge more than 3' high, nor any fence, shall be permitted on side lot lines [illegible] front lot line to the rear building line.

N. All sewer easements for drainage of lots that are located on side lot lines and on rear lot lines shall be preserved and not obstructed in accordance with a general drainage plan on file with the Town of Greenwood, Indiana.

These restrictions and 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 such 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 in the plat is recorded, agreeing to the alteration of said covenants in whole or in part.

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.

In case covenants may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation, to recover damages or both.

IN WITNESS WHEREOF, this instrument has been executed by the undersigned officers of Your Homes, Incorporated, for and in behalf of said corporation, this _____ day of _____, 1957.

YOUR HOMES, INCORPORATED, BY

Charles Fredrick Smith, President

ATTEST:

Jillian S. Hess, Secretary

Corporate Seal

STATE OF INDIANA
COUNTY OF JOHNSON SS

I, THE UNDERSIGNED, A NOTARY PUBLIC DULY COMMISSIONED TO TAKE ACKNOWLEDGMENTS AND ADMINISTER OATHS IN THE STATE OF INDIANA, CERTIFY THAT CHARLES FREDRICK SMITH AND JILLIAN S. HESS, THE PRESIDENT AND SECRETARY, RESPECTIVELY, OF YOUR HOMES, INCORPORATED, PERSONALLY APPEARED BEFORE ME AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT, FOR AND IN BEHALF OF SUCH CORPORATION, AS THEIR DULY AUTHORIZED ACTS, THIS _____ DAY OF _____, 1957.

WITNESS MY HAND AND NOTARIAL SEAL.

My commission expires: _____

Notary Public

I, JAMES O. FREESE, CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF INDIANA AND THAT THE ABOVE PLAT WAS MADE BY ME AND CORRECTLY REPRESENTS SURVEYS COMPLETED IN OCTOBER, 1957.

James O. Freese
James O. Freese
Registered Engineer No. 4013
October 16, 1957

Approved by the Plan Board of the Town of Greenwood, Indiana, this 1 day of _____, 1957.

President _____ Secretary _____

Approved for recording by the Trustees of the Town of Greenwood, Indiana, this _____ day of _____, 1957.

President _____ Secretary-Treasurer _____

Approved by the Johnson County Plan Board this _____ day of _____, 1957.

President _____ Secretary _____

Approved by the City of Franklin Plan Board this _____ day of _____, 1957.

President _____ Secretary _____

Filed for taxation this 9 day of January, 1958.

Robert J. Burnett
Robert J. Burnett
Auditor of Johnson County, Indiana.

No. 28324

Recorded this 9 day of January, 1958, at 3:45 P. M. and entered in Plat Book No. 4 page no. 81

W. Russell Poe
W. Russell Poe
Recorder of Johnson County, Indiana.

#9701742

669-670

For variance to Lot 388 see Misc. Rec 47 Page 774 [illegible]

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