

# OLIVE BRANCH ESTATES

## E RIVER TWP, JOHNSON CO., INDIANA

be erected, placed or altered on any lot until the notification and on plan showing the location of the proposed by the Architectural Control Committee as to the and materials, harmony of external design within exterior paint and roof colors, and as to location with respect grade elevations. All fencing must be of vinyl-coated iron. Said fence shall be no higher 42 inches. It shall be allowed to have wood fences for privacy. Approval Part 7 hereof. No fences or structures of any nature lot within this plat without prior written approval of the Architectural Control Committee. No building additions or remodeling or additions shall be permitted without prior written approval of the Architectural Control Committee.

Control Committee is composed of three (3) members, one from each of the three (3) subdivisions. A majority of the Committee may designate a representative member shall have full authority to designate members of the Committee nor its designated representative to any compensation for services performed pursuant to any plan, the then recorded owners of 90 percent of the lots, shall have the power through a duly recorded instrument to change the membership of the Committee or to add or remove to it any of its power and duties.

Control Committee's approval or disapproval of any plan shall be in writing. In the event the Committee fails to approve or disapprove the plan within (10) days after plans and specifications have been submitted to it, its failure to act shall constitute approval. If no suit to enjoin the construction has been filed, approval will not be required and all construction shall be deemed to have been fully completed.

shall be comprised of at least 40% masonry. No aluminum or other exterior construction. No stucco exterior construction. No stucco exterior construction. No stucco exterior construction. No stucco exterior construction.

shall be displayed to the public view on any lot, on any building or professional real estate signs to advertise the sale of any lot at any time as residence, or for any other purpose. Violation of this sign shall be cause for a fine of \$50.00 per day liquidated damages, payable to the Architectural Control Committee.

development operations, all refueling, quarters or other development operations, all refueling, quarters or other development operations.

21. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, filled, 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 Johnson County Drainage Board.

22. Any property owner attempting, changing, damaging, or failing to maintain 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. Failure to pay will result in a lien against the property.

23. Violation of any of the covenants or restrictions of this plat or of those contained in the Declaration of Covenants and Restrictions for the Olive Branch Development Corporation, referenced herein, shall subject the violator to liquidated damages in the sum of Fifty Dollars (\$50.00) per day for each day the violation continues and to all other remedies, including injunction, provided by law or in equity and all costs and expenses incurred by the developer or property owners, including attorneys fees, in litigation or other proceedings required to remedy such violations shall be paid by the owner(s) of the lot or lots found to be in violation. By acceptance of a deed for title to any lot within this plat, the grantee acknowledges the provisions of this plat and agrees to be bound thereby and to pay the costs and expenses described in this paragraph where applicable.

24. The right to enforce these provisions by injunction, together with the right to cause the removal by the process of law of any structure or part thereof, is hereby dedicated to the public and reserved to the owners of the lots in this subdivision and to their heirs and assigns.

25. 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.

### DRAINAGE GOVERNMENT PER JOHNSON COUNTY MASTER PLAN

Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, filled, 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

STATE OF INDIANA )  
COUNTY OF JOHNSON )

BEFORE ME, THE UNDERSIGNED I  
PERSONALLY APPEARED  
BRENDA S. R  
PRESIDENT OLIVE BRANCH DEVELOP  
MENT CORPORATION  
TOGETHER WITH  
WITNESSES WHOSE NAMES AND POSSE  
SIONS ARE EXPRESSED HEREIN.

WITNESS MY HAND AND SEAL THIS

BRENDA S. R  
PRESIDENT

MY C

THIS PLAT IS RECOMMENDED FOR

BY  
GARY  
CLARK  
CHAIRMAN

APPROVED BY THE JOHNSON COUNTY  
PLANNING BOARD ORDINANCE.

RONALD EASTBURN, CHAIRMAN

JUNE 15, 2007

BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF JOHNSON COUNTY,  
INDIANA, THIS 15th DAY OF JUNE, 2007

WILLIAM RAY, MEMBER

BRANDT STINE

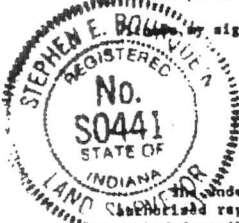
I, Stephen E. Bourquin, hereby certify that I am a Registered Professional Land Surveyor, licensed in compliance with the laws of the State of Indiana, that this plat correctly represents a survey completed by me on February 23, 1987; of:

A part of the West half of the Southwest quarter of Section 3, Township 13 North, Range 3 East of the Second Principal Meridian, White River Township, Johnson County, Indiana, described as follows:

Beginning at the Southeast corner of said half quarter section; thence North 89 degrees 49 minutes 12 seconds West (assumed bearing) on and along the South line thereof 708.16 feet; thence North 00 degrees 18 minutes 48 seconds East 242.00 feet; thence North 89 degrees 49 minutes 12 seconds West 180.00 feet; thence South 00 degrees 18 minutes 48 seconds West 2.00 feet; thence North 89 degrees 49 minutes 12 seconds West 188.15 feet; thence North 00 degrees 18 minutes 48 seconds East 143.00 feet; thence South 89 degrees 49 minutes 12 seconds East 13.73 feet; thence North 00 degrees 00 minutes 00 seconds East 533.29 feet; thence South 89 degrees 49 minutes 12 seconds East 1060.49 feet; to a point on the East line of said half quarter section; thence South 00 degrees 00 minutes 06 seconds West on and along East said east line 1036.29 feet to the place of beginning of this described tract containing 23.322 acres, more or less, subject to all legal rights-of-way, easements and restrictions.

This subdivision contains thirty-four (34) lots numbered one (1) through thirty-four together with streets, rights-of-way and easements as shown on the plat herewith.

All monuments shown hereon will exist, and that their location, size, type and material are accurately shown; and that the computed error of closure of the boundary survey is not more than one foot in ten thousand feet; and that this plat complies with provisions of the subdivision ordinance. The size of lots and width of streets and easements are shown in figures denoting feet and decimal parts thereof.



My signature this 28<sup>th</sup> day of May, 1987.

*Stephen E. Bourquin*  
Stephen E. Bourquin  
Reg. Land Surveyor No. 50441

The undersigned, Olive Branch Development Corporation, by its duly authorized representative, David F. Brisendine, President, owner of the attached described real estate, hereby lay off, plat and subdivide said real estate described in the attached, in accordance with the plat and certificate.

- This subdivision shall be known and designated as Olive Branch Estates, in White River Township, Johnson County, Indiana. All streets, alleys, and public open spaces shown and not heretofore dedicated are hereby dedicated to the public.
- The streets and public right-of-ways shown hereon, subject to construction standards and acceptance, are hereby dedicated to the public use, to be owned and maintained by the proper Johnson County Authority.
- The strips of ground shown on this plat and marked "Drainage and Utility Easement" are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, drainage facilities subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land; but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and the rights of the owners of other lots in this subdivision.

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.

- 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 a private attached garage for not less than two (2) cars or more than three (3) cars.
- 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 1700 square feet for a one story dwelling, nor less than 1100 square feet for a dwelling of more than one story.
- 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 set back (both sides) must be at least 25 feet. No building shall be erected closer than 30 feet to the rear lot line. An eight (8) foot side yard set back shall be required for an accessory building not exceeding 18 feet in height, or 200 square feet of floor area and its construction (design and exterior) shall be approved by the Architectural Control Committee.
- All mail boxes and posts shall be standardized and be as approved and under the control of the Architectural Control Committee. The colors, the individual names, addresses appearing on the boxes shall also be standardized and as approved by the Architectural Control Committee.

5. No building shall be erected construction plan and specifications structure have been approved by the quality of workmanship and materials structure, exterior paint and to topography and finish grade elevation chain link, or wrought iron. Said ground pool owners shall be allowed shall be as provided in Part 7 here will be erected upon any lot within of the Architectural Control Committee involving exterior changes or additional approval of the Architectural

6. The Architectural Control Committee appointed by the developer. A representative to act for it. In the of the Committee, the remaining members a successor. Neither the members representatives shall be entitled to assent to this covenant. At any time of the lots, including the developer, recorded written instrument to change or withdraw from the Committee or resign

7. The Architectural Control Committee required in these covenants shall or its designated representative be required herein within ten (10) days submitted to it, or in any event, commenced prior to the completion of the related covenants shall be deemed

8. All dwellings shall be completely siding shall be used on exterior walls

9. No noxious or offensive activities shall anything be done thereon which nuisance to the neighborhood.

10. No structure of a temporary nature shall be permitted on any lot or on either temporarily or permanently. shall have the written approval of

11. No signs of any kind shall be except signs used by a builder or the property during the construction restriction will result in \$50.00 developer upon demand.

12. No oil drillings, oil development operations of any kind shall oil wells, tanks, tunnels, mineral in any lot. No derrick or other natural gas shall be erected, nor and oil tanks must be concealed.

13. No animals, livestock or poultry kept on any lot except that dogs, provided that they are not kept, be pose.

14. No lot shall be used or main trash, or garbage. Antennas, satellite will not be permitted on any lot or proved by the Architectural Control

15. No fence, wall, hedge or shrub at elevations between two and six feet permitted to remain on any corner lot street property lines and a line at intersection of the street property property corner, for the intersection. The same eight line limitations shall intersection of a street property

16. Each lot shall be kept in a neat condition vehicles or boats of any kind outside the main dwelling or garage fixed games and play structures shall line of the main structure and with of this restriction to assure that appearance.

17. No individual water supply shall any lot.

18. Any field tile or underground of any improvement within this subdivision owners of lots in this subdivision Indiana Drainage Code of 1963.

19. Any motor vehicle which is in transportation shall not be permitted swimming pools shall not be permitted

20. All drives shall be concrete

21. No access shall be permitted and thirty (33).

# OLIVE BRANCH ESTATES

## E RIVER TWP., JOHNSON CO., INDIANA

be erected, placed or altered on any lot until the specifications and a plan showing the location of the same are approved by the Architectural Control Committee as to the materials, harmony of external design within exterior paint and roof colors, and as to location with respect to grade elevations. All fencing must be of vinyl-coated iron. Said fences shall be no higher than 42 inches. It shall be allowed to have wood fences for privacy. Approval hereof. No fences or structures of any nature shall be erected on any lot within this plat without prior written approval of the Architectural Control Committee. No building additions or remodeling or alterations shall be permitted without prior written approval of the Architectural Control Committee.

The Architectural Control Committee is composed of three (3) members, one of whom shall be designated a representative of the public. A majority of the Committee may designate a representative. In the event of death or resignation of any member, the remaining members shall have full authority to designate a new member to the Committee nor its designated representative to any compensation for services performed hereunder. At any time, the then recorded owners of 90 percent of the lots shall have the power through a duly recorded instrument to change the membership of the Committee or to dissolve or restore to it any of its power and duties.

The Architectural Control Committee's approval or disapproval of any plan shall be in writing. In the event the Committee's disapproval fails to approve or disapprove the plan as submitted within (10) days after plans and specifications have been submitted, if no suit to enjoin the construction has been filed, approval will not be required and the construction shall be deemed to have been fully complied with.

The exterior walls shall be comprised of at least 40% masonry. No aluminum or other exterior construction.

Recreational activity shall be carried on upon any lot nor shall any structure which may be or may become an annoyance or nuisance.

Temporary character, trailer, tent, shack, or garage shall not be used on any lot at any time as residence, permanently. The exterior surface of all buildings shall be approved by the Architectural Control Committee.

Signs shall be displayed to the public view on any lot, residential or professional real estate signs to advertise construction and sale period. Violation of this sign shall be \$50.00 per day liquidated damages, payable to the Architectural Control Committee.

Oil development operations, oil refining, quarries or other kind shall be permitted upon or in any lot, nor shall any mineral excavations or shafts be permitted upon or in any lot or structure designed for use in boring for oil or gas, maintained or permitted on any lot. All gas shall be vented.

Cattle or poultry of any kind shall be raised, bred or kept, and dogs, cats or other household pets may be kept, bred, or maintained for any commercial purpose.

Land shall be used as a dumping ground for rubbish, cans, satellite dishes, waste, or covers of any kind on any lot or outside any dwelling, unless first approved by the Architectural Control Committee.

Signs or shrub planting which obstructs the sign lines and six feet above roadways shall be placed or permitted on any lot within the triangular area formed by the intersection of a line connecting them at points 25 feet from the property lines, or in the case of a rounded intersection of the street property lines extended. The provisions shall apply on any lot within 10 feet from the property line with the edge of a driveway pavement.

Recreation shall be in a neat and pleasing manner. Campers, recreational vehicles of any kind may not be stored or parked on any lot or garage. All basketball backboards and any other structures shall be located behind the front foundation line and within lot setback lines. It is the intention of the parties that lots and surroundings present a park-like appearance.

Water supply system or sewage system shall be permitted on any lot.

Subsurface drain which is encountered in construction on this subdivision shall be perpetuated, and all owners and their successors shall comply with the provisions of the 1963.

Ice cream parlor is inoperative and not being used for normal purposes shall be permitted to remain on any lot. Above the ground level shall be permitted or constructed on any lot.

Driveways shall be concrete paved and not less than 10 feet in width.

Driveways shall be permitted onto Olive Branch Road from Lots three (3)

22. Drainage swales (ditches) 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 Johnson County Drainage Board.

23. Any property owner altering, changing, damaging, or failing to maintain 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. Failure to pay will result in a lien against the property.

24. Violation of any of the covenants or restrictions of this plat or of those contained in the Declaration of Covenants and Restrictions for the Olive Branch Development Corporation, referenced herein, shall subject the violator to liquidated damages in the sum of Fifty Dollars (\$50.00) per day for each day the violation continues and to all other remedies, including injunction, provided by law or in equity and all costs and expenses incurred by the developer or property owners, including attorneys fees, in litigation or other proceedings required to remedy such violations shall be paid by the owner(s) of the lot or lots found to be in violation. By acceptance of a deed for title to any lot within this plat, the grantee acknowledges the provisions of this plat and agrees to be bound thereby and to pay the costs and expenses described in this paragraph where applicable.

25. The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure or part thereof, is hereby dedicated to public and reserved to the owners of the lots in this subdivision and to their heirs and assigns.

26. 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.

### DRAINAGE COVENANT PER JOHNSON COUNTY MASTER PLAN

Drainage swales (ditches) 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 Johnson 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.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 2011, at which time said covenants and restrictions shall be automatically extended for successive ten year periods, unless by a majority vote of the then current owners of the sites, it is agreed to change such covenants and restrictions in whole or part.

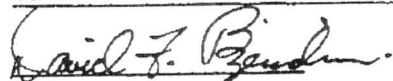
Invalidation of any of the foregoing covenants and restrictions by judgment or court order shall in no way affect remaining portions not so affected.

All lands in the subdivision and the use of the lands in this subdivision by present and future owners or occupants shall be subject to the covenants, conditions and restrictions for "Olive Branch Estates" as recorded in P.B.C., Page 793-799 in the Office of the Recorder of Johnson County, Indiana, and shall run with the land.

The right to enforce these provisions by injunction, together with the right to cause the removal of due process of law of any structure or part hereof erected or maintained in violation hereof, is hereby dedicated to the public and reserved to the owners of the lots in this subdivision and to their heirs and assigns.

WITNESS MY HAND AND SEAL THIS 28 DAY OF MAY, 1987.

OLIVE BRANCH DEVELOPMENT CORPORATION

  
DAVID F. BRIZENDINE - PRESIDENT

# OLIVE BRANCH ESTATES

## JOHNSON CO., INDIANA

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23. Any property owner altering, changing, damaging, or failing to maintain 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. Failure to pay will result in a lien against the property.

24. Violation of any of the covenants or restrictions of this plat or of those contained in the Declaration of Covenants and Restrictions for the Olive Branch Development Corporation, referenced herein, shall subject the violator to liquidated damages in the sum of Fifty Dollars (\$50.00) per day for each day the violation continues and to all other remedies, including injunction, provided by law or in equity and all costs and expenses incurred by the developer or property owners, including attorneys fees, in litigation or other procedures required to remedy such violations shall be paid by the owner(s) of the lot or lots found to be in violation. By acceptance of a deed for title to any lot within this plat, the grantee acknowledges the provisions of this plat and agrees to be bound thereby and to pay the costs and expenses described in this paragraph where applicable.

25. The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure or part thereof, is hereby dedicated to public and reserved to the owners of the lots in this subdivision and to their heirs and assigns.

26. 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.

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The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 2011, at which time said covenants and restrictions shall be automatically extended for successive ten year periods, unless by a majority vote of the then current owners of the sites, it is agreed to change such covenants and restrictions in whole or part.

Invalidation of any of the foregoing covenants and restrictions by judgment or court order shall in no way affect remaining portions not so affected.

All lands in the subdivision and the use of the lands in this subdivision by present and future owners or occupants shall be subject to the covenants, conditions and restrictions for "Olive Branch Estates" as recorded in P.B.C., Page 28-294 in the Office of the Recorder of Johnson County, Indiana, and shall run with the land.

The right to enforce these provisions by injunction, together with the right to cause the removal of due process of law of any structure or part hereof erected or maintained in violation hereof, is hereby dedicated to the public and reserved to the owners of the lots in this subdivision and to their heirs and assigns.

WITNESS MY HAND AND SEAL THIS 28 DAY OF MAY, 1987.

OLIVE BRANCH DEVELOPMENT CORPORATION

*David F. Brizendine*  
DAVID F. BRIZENDINE - PRESIDENT

STATE OF INDIANA  
COUNTY OF JOHNSON

BEFORE ME, THE  
PERSONALLY APPEARED  
PRESIDENT OLIVE B  
TION OF THE FOR  
POSE EXPRESSED I

WITNESS MY HAND

THIS PLAT IS REC

APPROVED BY THE  
SION CONTROL ORD

BY:

*Ronald Eastaur*  
RONALD EASTAUR

BE IT RESOLVED B  
THAT THE DEDICAT  
26 DAY OF

*William Ray*  
WILLIAM RAY, REC

*Russell H. Fark*  
RUSSSELL H. FARK

APPROVED B  
26 OF

ENTERED FOR TAXA

NO. 1309

RECEIVED FOR REC  
10:41 A.M.

FEE 1309

This Instrument I

MAJ CIVIL/SURVEY  
435 East Main St  
P.O. Box 69  
Greenwood, Indiar  
Phone: (317) 886