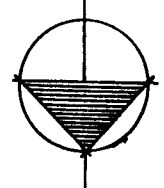


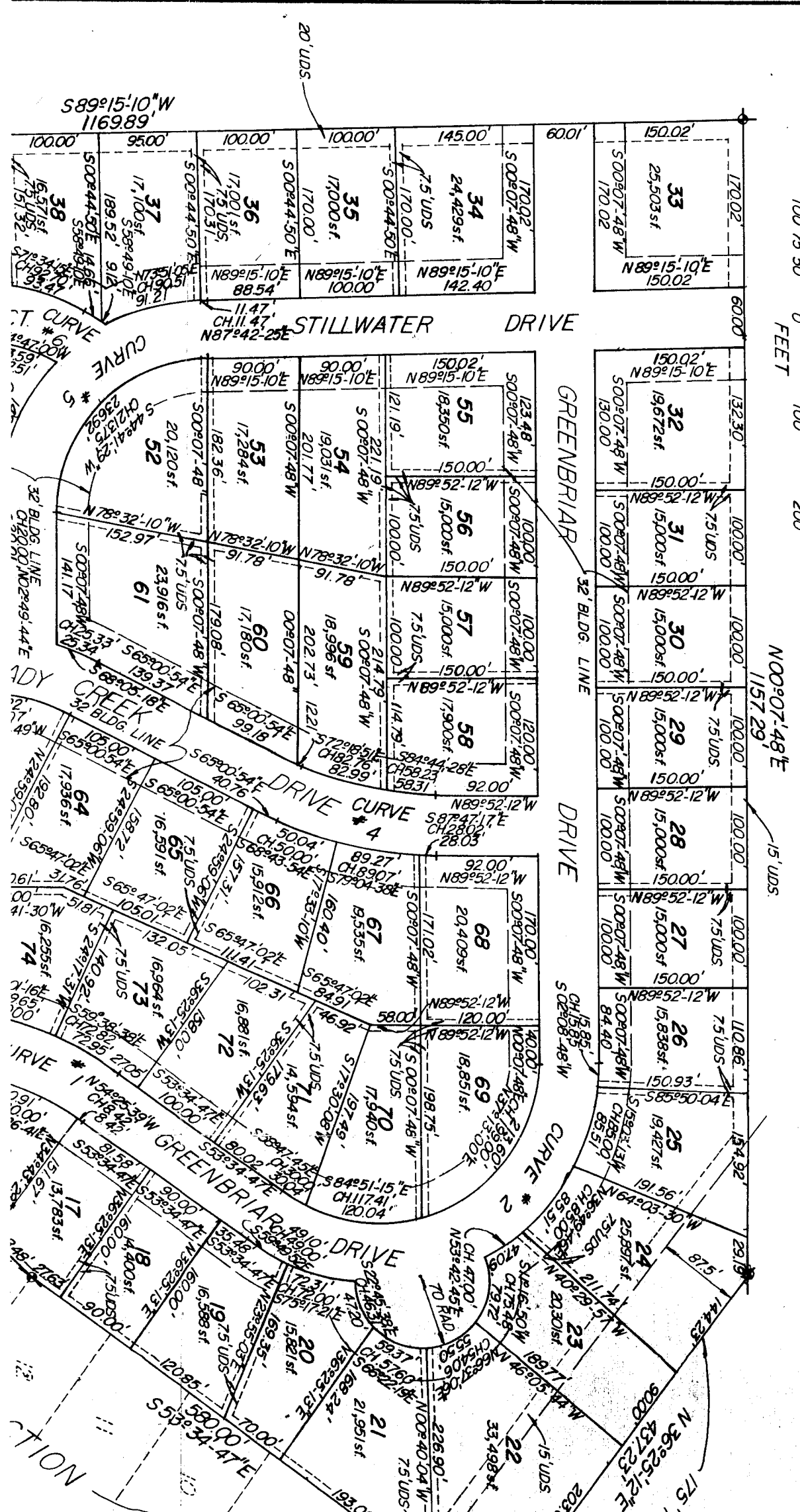
NORTH



SHADY CREEK

SECOND SECTION

near GREENWOOD, INDIANA



589°15'-10"W
1169.89'

ST. CURVE
CURVE

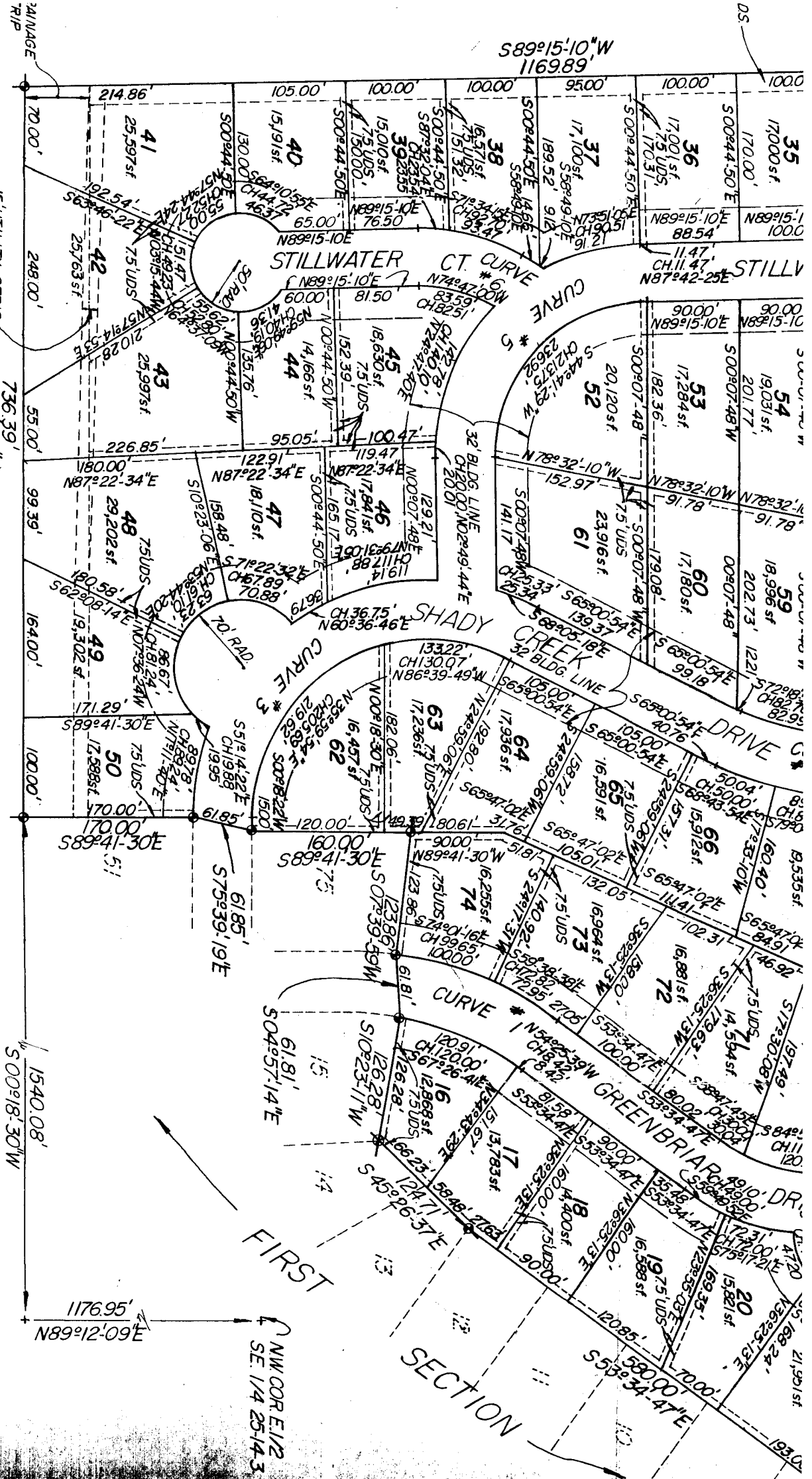
ADY
CREEK

DRIVE CURVE

IRVE

DRIVE

SECTION



DESCRIPTION:

Part of the East half of the Southeast quarter of Section 25 Township 14 North Range 3 East of the Second Principal Meridian described as follows: Beginning at a point that is North 89 degrees 12 minutes 09 seconds East 1176.95 feet and South 00 degrees 15 minutes 30 seconds West 1540.08 feet to the center of the said quarter section, said point being the Southeast corner of Shady Creek, First Section as recorded in Plat Book 8 page 33 in the recorder's office of Johnson County, Missouri; thence South 89 degrees 15 minutes 10 seconds West 1169.59 feet to the West line of the said half quarter section; thence East on and along the said West line 1157.29 feet to the center line of an Indianapolis Power and Light Company Easement; thence North 36 degrees 12 minutes 41 seconds East 437.23 feet to a Southwest corner of the said Shady Creek, First Section; thence South 04 degrees 57 minutes 14 seconds East 580.00 feet to the center line of the said Shady Creek, First Section; thence South 126.28 feet; thence South 04 degrees 57 minutes 14 seconds East 61.81 feet to the center line of the said Shady Creek, First Section; thence South 89 degrees 41 minutes 30 seconds East 160.00 feet; thence South 75 degrees 39 minutes 19 seconds East 170.00 feet to the Place of Beginning containing 30.422 Acres more or less subject to all legal rights-of-way and easements. I certify the above is a true and accurate representation of the described real estate.

CURVE	1	2	3	4	5	6
1	120.91'	120.00'	120.00'	120.00'	120.00'	120.00'
2	120.91'	120.00'	120.00'	120.00'	120.00'	120.00'
3	120.91'	120.00'	120.00'	120.00'	120.00'	120.00'
4	120.91'	120.00'	120.00'	120.00'	120.00'	120.00'
5	120.91'	120.00'	120.00'	120.00'	120.00'	120.00'
6	120.91'	120.00'	120.00'	120.00'	120.00'	120.00'

SHADY

RESTRICTIVE

The undersigned, Shady Creek Development Company, Inc. by its duly authorized officers, Morris Clark, President, Robert Rynard Sr., Vice President and Melton Meadors, Secretary, owner of the attached described real estate, hereby lay off, plat and subdivide said real estate in Johnson County, Indiana.

This subdivision shall be known and designated as Shady Creek, Second Section.

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

There are strips of ground marked "Utility and Drainage Strips" shown on the plat which are hereby reserved for public utilities, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. Purchasers of lots in this subdivision shall take their titles subject to the easements hereby created, and subject at all times to the rights of proper authorities to service the utilities and the easements hereby created, and no permanent structure of any kind, and no part thereof, except fences, shall be built, erected or maintained on said "Utility and Drainage Strips".

There are strips of ground marked Drainage Easement which are hereby reserved for the installation and maintenance of Drainage Improvements. Purchasers of lots in this subdivision shall take their title subject to the easement hereby created and subject at all times to the proper authorities and no permanent structure of any kind shall be built, erected or maintained on said Drainage Easements.

All lots in this subdivision and the use of the 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.

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 two stories in height and an optional private garage for not more than three (3) cars. Carports with open sides shall not be permitted.
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 1500 square feet for a one story dwelling, nor less than 400 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 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 yard set-back (both sides) must be at least 25 feet. A 5 foot side yard set-back shall be required for an accessory building not exceeding 18 feet in height and if detached from the principal building, it shall be located at least as far back as the rear of the principal building. No building shall be erected closer than 25 feet to the rear lot line.
4. No building shall be erected, placed or altered on any lot until the construction plan, specifications and a Plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence

an optional private garage for not more than three (3) cars. Carports with open sides shall not be permitted.

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 1500 square feet for a one story dwelling, nor less than 500 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 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 yard set-back (both sides) must be at least 25 feet. A 5 foot side yard set-back shall be required for an accessory building not exceeding 11 feet in height and if detached from the principal building, it shall be located at least as far back as the rear of the principal building. No building shall be erected closer than 25 feet to the rear lot line.

4. No building shall be erected, placed or altered on any lot until the construction plan, specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. 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 similarly approved. Approval shall be as provided in Part 6.

5. 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 then recorded owners of a majority 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.

6. 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 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

7. 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 32 feet to any street line.

8. 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.

9. No structure of a temporary character, trailer, basement, tent, shacks, garage, barn or other out-buildings shall be used on any lot at any time as a residence, either temporarily or permanently. The exterior surface of all buildings shall have approval of the Architectural Control Committee.

10. 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.

1. Any motor vehicle which is inoperative and not being used for normal transportation shall not be permitted to remain on any lot. Above the ground swimming pools shall not be permitted or constructed on any lot.

19. The finished yard elevations at the house site on lots in this subdivision shall be not less than the elevation shown on the general development plan.

20. These restrictions are hereby declared to be covenants running 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 at any time following recordation, an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

21. 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 judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS OUR HAND AND SEAL THIS 21ST day of AUGUST, 1978. SHADY CREEK DEVELOPMENT COMPANY, INC.

STATE OF INDIANA SS: By Morris H. Clark Robert Ryzard, Sr., Vice President
COUNTY OF JOHNSON

Melton Meadors, Secretary

Before me, the undersigned, a notary public in and for said county and state, appeared Shady Creek Development Company, Inc. by its duly authorized officers, Morris Clark, President, Robert Ryzard, Sr., Vice President, and Melton Meadors, Secretary who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the use and purpose therein expressed and affixed their signatures thereto.

WITNESS MY HAND AND NOTARIAL SEAL this 21ST day of AUGUST, 1978. NOTARY PUBLIC Virginia T. Murray
My Commission Expires August 1, 1981
I, Robert Murray, hereby certify that I am a Registered Land Surveyor licensed in compliance with the laws of the state of Indiana, and that this plat is true and correct.

This Plat was approved by the City of Greenwood, Johnson County, Indiana as follows:
Approved by the City of Greenwood Plan Commission at a meeting held the 21ST day of AUGUST, 1977.

Harold Arthur, Secretary
This Plat was given approval by the Board of Works of the City of Greenwood, Johnson County, Indiana at a meeting held on the 21ST day of AUGUST, 1977.
Lawrence W. Myers, Mayor, John Mason, Member David Foster, Member

Entered for taxation this 22ND day of AUGUST, 1978.
No. 038192 Received for record this 29TH day of August, 1978 at 2:00 P.M. and recorded in Plat Book 9
Page Number 38. FEE \$7.00
Mary Eta Houghland Recorder, Johnson County, Indiana

2018

CREEK

SECOND
SECTION

COVENANTS

11. No oil drilling, oil development operations, oil refining, quarries 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 open 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. All gas and oil tanks must be concealed.
12. 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 or any commercial purpose.
13. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage.
14. No fence, wall, hedge or shrub planting which obstructs the sight lines 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 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 property line with the edge of a driveway pavement.
15. Each lot shall be kept in a neat and pleasing manner. Campers, recreational vehicles or boats of any kind may not be stored or parked on any lot outside the main dwelling or garage. It is the intention of this restriction to assure that all lots and surrounding present a park-like appearance.
16. 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 and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health.
17. 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.
18. Any motor vehicle which is inoperative and not being used for normal transportation shall not be permitted to remain on any lot. Above the ground swimming pools shall not be permitted or constructed on any lot.
19. The finished yard elevations at the house site on lots in this subdivision shall be not less than the elevation shown on the general development plan.
20. These restrictions are hereby declared to be covenants running 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 at any time following recordation, an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
21. 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 judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.