

STONYBROOK
THIRD SECTION

KNOW ALL MEN BY THESE PRESENTS: THAT J & J DEVELOPMENT, INC., ALL INDIANA CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE IN JOHNSON COUNTY, INDIANA, TO-WIT:

Part of the southwest quarter of Section 31, Township 12 North, Range 5 East of the Second Principle Meridian described as follows:

Beginning at a point that is 381.34 feet east on and 300.00 feet south of the northwest corner of the said quarter section, said point being the southwest corner of Lot Number 2 in Stonybrook as recorded in Plat Book 7 page 30 in the recorder's Office of Johnson County, Indiana; thence south 90 degrees 00 minutes 00 seconds east 241.12 feet; thence southeasterly on a curve to the left which has a radius of 599.12 feet a curved distance of 50.37 feet, said arc being subtended by a chord bearing south 19 degrees 48 minutes 23 seconds east 50.35 feet; thence southeasterly on a curve to the right which has a radius of 654.49 feet, a curved distance of 266.92 feet, said arc being subtended by a chord bearing south 10 degrees 07 minutes 00 seconds east 265.07 feet; thence south 01 degrees 34 minutes 00 seconds west 172.59 feet; thence southwesterly on a curve to the right which has a radius of 300.00 feet, a curved distance of 188.76 feet; said arc being subtended by a chord bearing south 19 degrees 35 minutes 32 seconds west 185.67 feet; thence south 53 degrees 58 minutes 08 seconds east 164.20 feet; thence south 04 degrees 29 minutes 05 seconds west 231.42 feet; thence north 88 degrees 26 minutes 00 seconds west 289.39 feet to the southeast corner of lot number 12 in Stonybrook Second Section as recorded in Plat Book 7 page 62 in the Recorder's Office of Johnson County, Indiana; thence north 08 degrees 10 minutes 22 seconds west 205.89 feet; thence north 06 degrees 43 minutes 24 seconds east 51.73 feet; thence north 01 degrees 36 minutes 50 seconds east 215.54 feet; thence north 03 degrees 24 minutes 11 seconds west 230.87 feet; thence north 06 degrees 42 minutes 21 seconds west 275.52 feet to the point of beginning containing 6.102 acres more or less subject to all legal rights-of-way and easements.

Do hereby make, plat, subdivide, lay off and dedicate said real estate into lots in accordance with this plat, which subdivision shall be known as "STONEBROOK SUBDIVISION", near Franklin, Indiana.

That 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 placed upon any lot other than one single family dwelling not to exceed two stories in height and an attached private garage for not more than three cars.
2. No dwelling shall be permitted on any lot having a ground floor living area of less than 1200 square feet for a one story dwelling, nor less than 1000 square feet for a dwelling of more than one story, exclusive of open porches, breezeways and garages.
3. No dwelling shall be located on any lot nearer to the front lot line than the minimum building line indicated on the plat, nor nearer than 15 feet to a side yard line.
4. No residence shall be built on any lot having an area of less than that shown on the recorded plat.
5. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat.
6. 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.
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.

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8. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers.

9. No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is located, designed, and constructed in accordance with the requirements, standards, and recommendations of the Indiana State Board of Health.

10.No livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and other household pets may be kept, provided they are not raised, bred, or kept for any commercial purpose.

11.All parts of public roads shown on the plat and heretofore not dedicated to the public, are hereby dedicated to the public.

12.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.

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 twenty-five 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 said covenants in whole or in part. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant 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.

WALTER D. JONES

KATHERINEE J. JONES