

150 feet to the East line of "McCarty Addition", a subdivision of Johnson County, Indiana, the west line of said "McCarty Addition" 916.55 feet to a concrete monument (said point being 2.22 feet East of said monument) or less.

This subdivision consists of 13 lots, numbered 105 through 117, both inclusive, together with streets. The size of lots and widths of streets and easements are shown in figures denoting feet and decimal parts thereof. WITNESSED BY SIGNATURE this 10th day of Apr 1978.

no hereby make, plat, subdivision, lay off and dedicate said described real estate into lots and streets that the streets as shown on the attached plat are hereby dedicated to the public use and that all of hereby declared to be covenants running with the land, which said restrictive covenants are as follows:

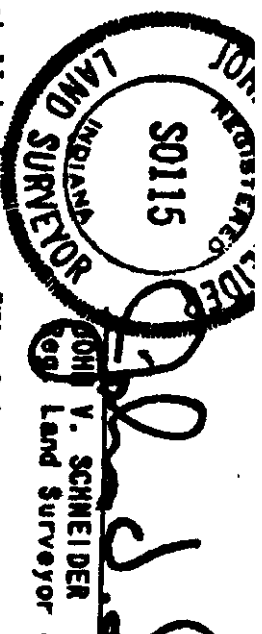
1. No structure other than such structures as may be existing at the time of the adoption of these covenants and incidental to the use of such residential lot.
  2. No residence or dwelling shall be constructed on any lot or part thereof unless such residence, except for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat.
  3. No building or other structure shall be carried on upon any lot, nor shall anything be done thereon outside storage will not be allowed.
  4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding, no sign of any kind shall be displayed to the public view on any lot except a professional sign of the property during the construction and sales period.
  5. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind or other structure, designed for use in boring for oil or natural gas shall be erected, maintained or operated on any lot.
  6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that such animals shall be well cared for and maintained as if they were domestic animals.
  7. No structure, wall, hedge or shrub planting which obstructs sight lines at elevation between 2 and 6 feet above the ground shall be constructed at points 25 feet from the intersection of the street lines, or in the case of a driveway or alleyway, at the intersection of a street property line with the edge of a driveway or alleyway.
  8. No signs, for drainage of lots, that are located on side lot lines and on rear lot lines shall be constructed on any lot.
  9. Any field tile or underground drain which is encountered in construction of any improvement within the lot shall be maintained as if it were a part of the improvement.
  10. These covenants are to run with the land and shall be binding on all parties and all persons claiming or asserting an interest in the land or any part thereof unless an instrument signed by a majority of the then owners of the land or any part thereof shall in no wise affect any of these covenants.
  11. Enforcement shall be by proceedings at law or in equity against any person or persons violating or causing to be violated any of these covenants.
- IN WITNESS WHEREOF, this instrument has been executed by the undersigned partners of Oakmont Development Inc., PARTNER

ENVIRONMENTAL MANAGEMENT INC., PARTNER

By William R. Layton  
WILLIAM R. LAYTON, PRESIDENT

STATE OF INDIANA )  
Before me, the undersigned, a notary public in and for said County and State,  
I do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on this \_\_\_\_\_ day of \_\_\_\_\_, 1978.

, together with streets, easements and public ways as shown on the within plat.  
feet and decimal parts thereof.



ate into lots and streets in accordance with the plat hereto attached, which Addition shall be known as "The Oaks - Fourth Sec  
blic use and that all of the lots contained in the above plat or any portion thereof shall be subject to the following restric  
covenants are as follows, to-wit:

the adoption of these covenants, shall be erected, altered, placed or permitted to remain on any lot other than one single-fam  
unless such residence, exclusive of open porches, attached garages and basements, shall have a floor area of 1400 square feet.  
ilities are reserved as shown on the recorded plat.

all anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, trailers, boats, campers  
rage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.  
pt a professional sign of not more than one square foot, one sign of not more than five square feet advertising the property f

ining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations o  
l be erected, maintained or permitted on any lot.  
ept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained  
or garbage. Other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storing

levation between 2 and 6 feet above roadways shall be placed or permitted to remain on any corner lot within the triangular are  
es, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limit  
lay pavement.

on rear lot lines shall be preserved and not obstructed in accordance with the general drainage plan on file with the City of  
of any improvement within this subdivision shall be perpetuated, and all owners of lots in this subdivision and their successo  
ties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time  
y of the then owners of the lots has been recorded, agreeing to change them in whole or in part.

all in no wise affect any of the other provisions which shall remain in full force and effect.  
on or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

ners of Oakmont Development Company, an Indiana Partnership, for and in behalf of such partnership, the 5th day of February

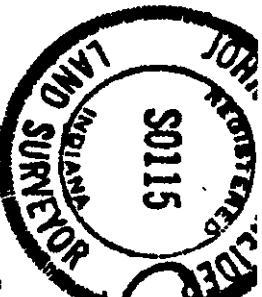
TRAUD EQUITIES INC., PARTNER

By [Signature]  
WILLIAM I. YEAGY, AUTHORIZED SIGNATURE

By [Signature]  
ROBERT W. STEPHENS, PARTNER

County and State, personally appeared William R. Layton, William I. Yeagy, and Robert W. Stephens, partner of the Oakmont  
Company, duly authorized acts, this 5th day of February, 1979.

Mr. Deemission expires May 13, 1979



DON V. SCHNEIDER  
Registered Land Surveyor - Indiana #50115

shall be known as "The Oaks - Fourth Section", in Pleasant Township, Johnson County, Indiana, shall be subject to the following restrictions, which restrictions shall be considered and

remain on any lot other than one single-family dwelling, a private garage and such other out-buildings shall have a floor area of 1400 square feet.

the neighborhood, trailers, boats, campers, and similar equipment shall be kept or stored inside,

either temporarily or permanently, five square feet advertising the property for sale or rent, or signs used by a builder to advertise

wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick

that they are not kept, bred or maintained for any commercial purpose. generators or other equipment for the storage or disposal of such material shall be kept in a clean

on any corner lot within the triangular area formed by the street property line, and a line lines extended. The same sight line limitations shall apply on any lot within 10 feet from the

eral drainage plan on file with the City of Greenwood, Indiana. lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965,

se covenants are recorded, after which time said covenants shall be automatically extended for e or in part. and effect. oiations or to recover damages.

uch partnership, the 5th day of February 1979.

By Robert W. Stephens  
ROBERT W. STEPHENS, PARTNER

and Robert W. Stephens, partner of the Oakmont Development Company, and acknowledge the execution

February 24 1979