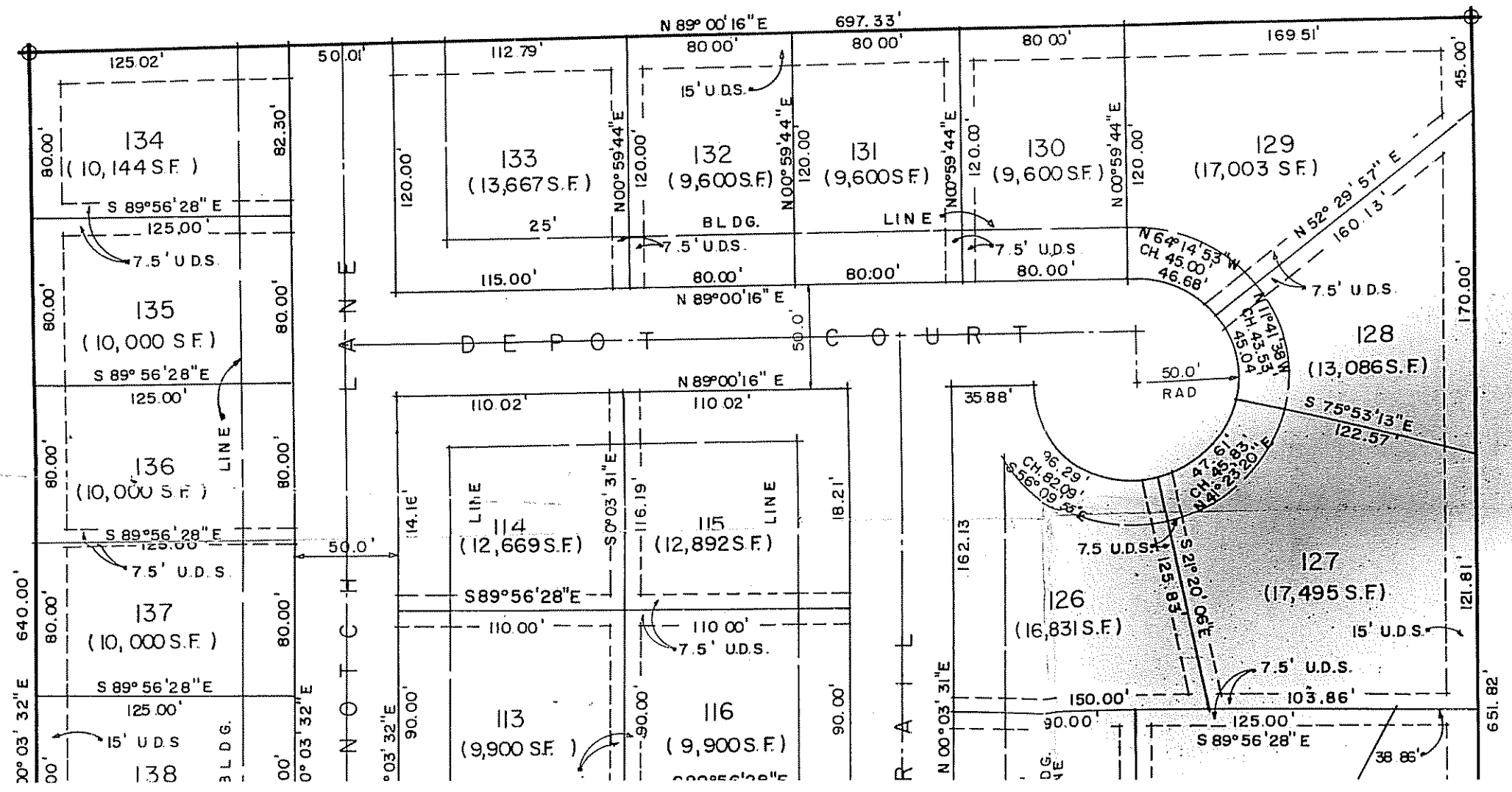


# AN ADDITION TO THREE NOTCH VILLAGE

SEVENTH SECTION  
BARGERSVILLE, INDIANA





THREE NOTCH VILLAGESEVENTH SECTION

KNOW ALL MEN BY THESE PRESENT: That Bob Dunn Corporation, an Indiana Corporation, being the owner in fee simple of the following described real estate in Johnson County, Indiana, to-wit:

Part of the Southeast quarter of Section 35, Township 13 North, Range 3 East of the Second Principal Meridian described as follows:

Commencing at the southeast corner of the said quarter section; thence north 00 degrees 00 minutes 28 seconds east on and along the east line thereof 2031.88 feet; thence south 88 degrees 56 minutes 21 seconds west 1337.87 feet to the Place of Beginning, said point being on the north line of lot number 105 in Three Notch Village, Sixth Section; thence south 88 degrees 56 minutes 21 seconds west 255.45 feet to the northwest corner of Lot number 107 in Three Notch Village, Sixth Section; thence north 86 degrees 30 minutes 25 seconds west 50.09 feet; thence north 89 degrees 56 minutes 28 seconds west 220.00 feet; thence north 88 degrees 49 minutes 42 seconds west 50.01 feet; thence north 89 degrees 56 minutes 28 seconds west 125.00 feet to the northwest corner of Lot Number 142 in Three Notch Village, Sixth Section; thence north 00 degrees 03 minutes 32 seconds east 640.00 feet; thence north 89 degrees 00 minutes 16 seconds east 697.33 feet; thence south 00 degrees 13 minutes 18 seconds east 651.82 feet to the place of beginning containing 10.387 acres, more or less, subject to all legal rights of way and easements.

Do hereby make, plat, subdivide, layoff and dedicate said described real estate into lots and streets in accordance with the plat hereto attached, which subdivision shall be known as "Three Notch Village" in the Town of Bargersville, Johnson County, Indiana.

That the streets as shown on the attached plat are hereby dedicated to public use and that all of the lots contained in the above plat or any portion thereof shall be subject to the following restrictions, which restrictions shall be considered and hereby 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 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 garage for not more than two cars. No lot shall be further subdivided to make another lot.
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 1000 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 any 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 the lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 12 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 80 feet at a minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area less than that shown on the recorded plat.
5. There are strips of ground, the widths of which are shown on the plat and marked U.D.S. (Utility and Drainage Strips) which are reserved for the use of public utilities for the installation of mains, poles, ducts, lines and wires and for drainage, 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 to the rights of the owners of other lots in this subdivision.

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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 may become an annoyance or nuisance to the neighborhood.
  7. No structure of a temporary character, trailer, basements, 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 boat, trailer, or mobile living facility shall be parked or stored on any lot except behind the building set-back line.
  10. At no time shall any unlicensed, unoperative automobile or truck be permitted on any lot.
  11. No sign of any kind shall be displayed to the public view on any lot, except 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.
  12. 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.
  13. 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.
  14. 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 material shall be kept in a clean and sanitary condition.
  15. 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 at points 25 feet from the intersection of the street property line, 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.
  16. No screen planting or hedge more than 36 inches high, nor any fence shall be permitted on side lot lines between the front lot line and the building set-back line.
  17. All swales, for drainage of lots, that are located on side lot lines and on rear lot lines and marked as utility strips, shall be preserved and not obstructed in accordance with a general drainage plan on file with the Town of Bargersville, Indiana.
  18. 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 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 as recorded, agreeing to the alteration of such covenants in whole or in part.

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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.

IN WITNESS WHEREOF, this indenture has been executed by the undersigned officers of Bob Dunn Corporation for and in behalf of such corporation this 13 day of October, 1975.

BOB DUNN CORPORATION

ROBERT K. DUNN, PRESIDENT