

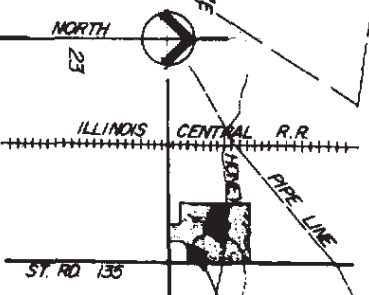
TREMONT ESTATES

SECOND SECTION
WHITE RIVER TWP., JOHNSON CO.



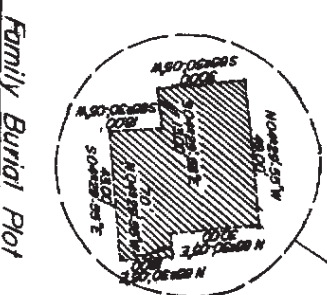
Legend:
 CH - DENOTES CURVED
 LABS - DENOTES UTILITY & DRAINAGE STRIPS
 SW - DENOTES SWIMMING STRIP
 C - DENOTES CONCRETE CURB OR MONUMENT

CURVE NO.	DELTA	TANGENT	RADIUS	LENGTH
1	$97^{\circ}02'14''$	102.80'	75.70'	127.02'
2	$29^{\circ}58'58''$	147.58'	100.00'	169.56'
3	$187^{\circ}25'40''$	41.35'	103.91'	94.82'
4	$30^{\circ}02'21''$	103.61'	717.05'	198.65'
		48.28'	167.30'	84.99'
		20.00'	166.50'	97.70'
		26.71'	211.35'	110.81'

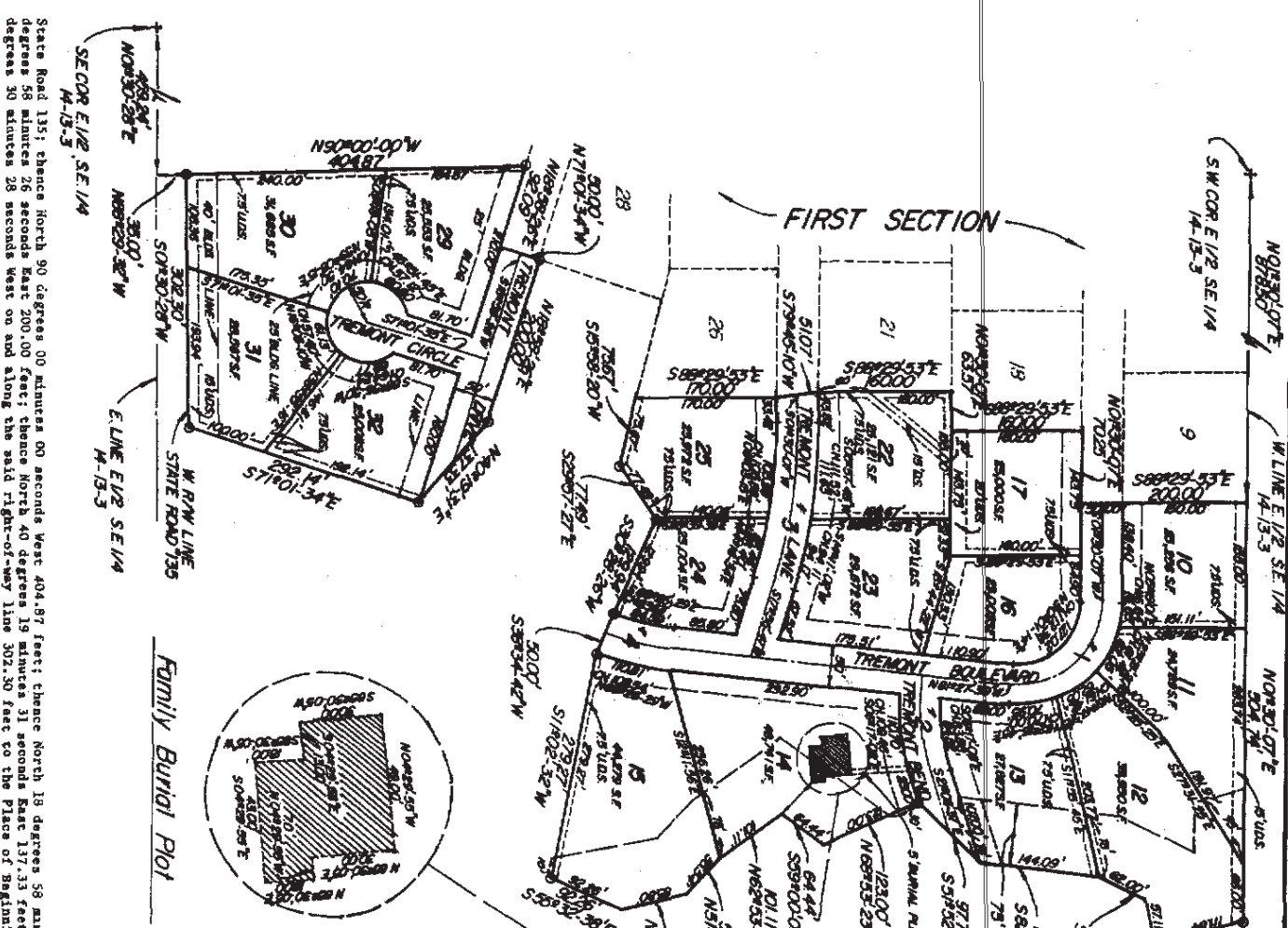


LOCATION MAP

Beginning on the West line of the said half quarter Section 879.50 feet North of the Southwest corner thereof; thence North 01 degrees 30 minutes 07 seconds East on and along the said West Line 504.74 feet; thence North 76 degrees 38 minutes 20 seconds East 111.84 feet; thence South 08 degrees 59 minutes 37 seconds East 42 seconds East 57.11 feet; thence South 61 degrees 48 minutes 44 seconds East 62.00 feet; thence South 82 degrees 33 minutes 42 seconds East 144.09 feet; thence South 61 degrees 48 minutes 44 seconds East 09 seconds East 64.44 feet; thence North 62 degrees 53 minutes 23 seconds East 123.00 feet; thence South 59 degrees 00 minutes 09 seconds East 55.54 feet; thence North 78 degrees 59 seconds East 101.11 feet; thence North 51 degrees 55 degrees 06 seconds East 55.54 feet; thence South 11 degrees 02 minutes 21 seconds East 35.80 feet; thence South 38 degrees 32 minutes 42 seconds West 50.00 feet; thence South 30 degrees 26 minutes 26 seconds West 129.94 feet; thence South 29 degrees 57 minutes 27 seconds East 170.00 feet; thence South 15 degrees 29 minutes 20 seconds West 75.67 feet; thence North 88 degrees 29 minutes 53 seconds East 77.49 feet; thence South 15 degrees 29 minutes 20 seconds West 45 minutes 10 seconds East 51.07 feet; thence North 88 degrees 29 minutes 53 seconds East 160.00 feet; thence North 01 degrees 30 minutes 07 seconds East 63.57 feet; thence North 88 degrees 29 minutes 53 seconds East 160.00 feet; thence North 01 degrees 30 minutes 07 seconds East 70.25 feet; thence North 88 degrees 29 minutes 53 seconds East 160.00 feet for the Place of Beginning containing 9.775 Acres, more or less, subject to all legal rights-of-way and easements.



Family Burial Plot



I certify that the above plat and description are a true and accurate representation of the described real estate. 11-9-08 by *Robert H. Murray*

Witness my hand and seal this 27th day of FEBRUARY, 1978.
Robert H. Murray, Registered and Surveyor #10194

B-626

TREMONT ESTATES

SECOND SECTION

RESTRICTIVE COVENANTS

The undersigned, Woodland Streams Development Corporation by its duly authorized officers, Daniel R. Nichols, President and Rebecca S. Nichols, Secretary, owner of the attached described real estate, hereby lay off, plat and subdivide said real estate described above, in accordance with the plat and certificate.

This subdivision shall be known and designated as "Tremont Estates, 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 the easements hereby created, and no permanent structure of any kind shall be built, erected or maintained on said Drainage Easements.

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 an optional private garage for not more than three (3) cars. Carports with open sides shall not be permitted.
- 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 1200 square feet for a dwelling of more than one story, two story dwellings shall contain at least 1200 square feet on each floor.
- 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 five (5) foot side yard set-back shall be required for an accessory building not exceeding 18 feet in height and if attached 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.
- No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to 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.
- 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.
- 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 thirty (30) days after plans and specifications have been submitted to it, or in any event, of 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.
- 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 25 feet to any street line.
- No noxious or offensive activity shall be carried on upon any lot nor shall any thing be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as residence, either temporarily or permanently. The exterior surface of all buildings shall have the written approval of the Architectural Control Committee. All dwellings shall contain a garbage disposal unit. Outside trash burners will not be permitted.
- 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.
- No oil drillings, 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 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. All gas and oil tanks must be concealed.
- 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.
- No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Antennas, masts, or towers of any kind will not be permitted on any lot or outside any dwelling.

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 surroundings 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 improvements 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 twenty-five (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 HANDS AND SEALS THIS 12th DAY OF February, 1978.

Daniel R. Nichols
Daniel R. Nichols, President

Rebecca S. Nichols
Rebecca S. Nichols, Secretary

STATE OF INDIANA) SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a notary public in and for said county and state, personally appeared Daniel R. Nichols, President and Rebecca S. Nichols, Secretary, and acknowledged the execution of the foregoing as their voluntary act and deed.

Witness my hand and notarial seal this 12th day of February, 1978.

My Commission Expires: 6-17-1981

Mira Beltz
Mira Beltz, Notary Public
Johnson County, Indiana

Under authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Board of County Commissioners of the County of Johnson, Indiana, this plat was given approval by the County of Johnson as follows:

Approved by the Johnson County Plan Commission at a meeting held Feb 14, 1978.

Floyd E. Estes
Floyd E. Estes, President

Carl Sleight
Carl Sleight, Secretary

Under authority provided by Chapter 47, Acts of 1951, of the General Assembly, State of Indiana, this plat was given approval by the Board of County Commissioners of Johnson County, Indiana, at a meeting held on the 12th day of February, 1978.

Eugene Barger
Eugene Barger

Kedric Sturgeon
Kedric Sturgeon

William R. Brake
William R. Brake

Approved by the Johnson County Drainage Board this 12th day of February 1978.

Eugene Barger
Eugene Barger

Kedric Sturgeon
Kedric Sturgeon

William R. Brake
William R. Brake

ENTERED FOR TAXATION THIS 27th DAY OF February, 1978.

Jane M. Wood
Jane M. Wood, Auditor
Johnson County, Indiana

001528

RECEIVED FOR RECORD THIS 27th DAY OF February, 1978, AT 3:15 P. M.

AND RECORDED IN PLAT BOOK NO. 9

PAGE NUMBER 10

FEE \$17.00

Mary Eva Hougland
Mary Eva Hougland, Recorder
Johnson County, Indiana