

SEWER EASEMENT TO JOHNSON SUBURBAN
 FOR CONSTRUCTION AND MAINTENANCE OF
 SEWER (15' WIDE IF NOT OTHERWISE DESIGNATED)
 DRAINAGE EASEMENT 15' WIDE, 7.5' ON EACH
 SIDING (GENERAL PURPOSE)
 DRAINAGE EASEMENT 7.5' EASEMENT PARALLEL
 LINE AS RECORDED.
 STREET RIGHT-OF-WAY, 60' IN WIDTH AS SHOWN
 ON RECORDED PLAT.
 ADDITIONAL DRAINAGE EASEMENT OF SPECIAL DIMENSIONS
 AS RECORDED.

AMENDMENT

- 70 -

VALLE VISTA

SECTION #2

AS RECORDED IN
 PLAT BOOK 8 PAGE 1

EASEMENTS SHOWN ON THE RECORDED PLAT ARE
 IDENTIFIED HEREIN. THOSE EASEMENTS THAT ARE RESERVED
 FOR SUBURBAN UTILITIES ARE SHADED. THESE ARE
 IDENTIFIED BY NUMBERS CORRESPONDING TO EASEMENTS ON PLAT
 RECORDED.

APPROVED BY THE CITY OF GREENWOOD, JOHNSON COUNTY, INDIANA AS FOLLOWS:

CITY OF GREENWOOD PLAN COMMISSION AT A MEETING HELD THE

11 DAY OF May 1975.

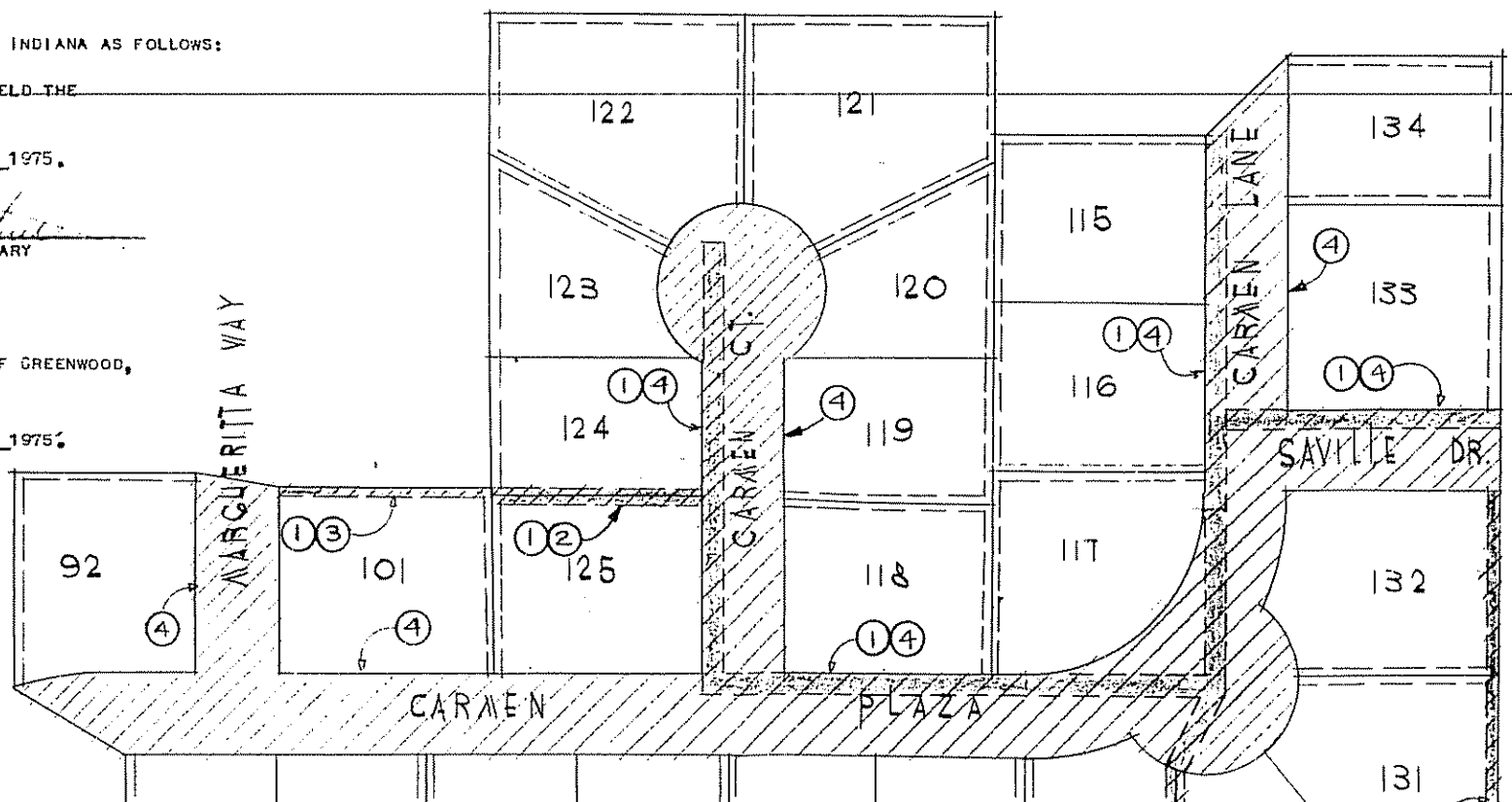
[Signature]
 CLERK
[Signature]
 HAROLD M. ARTHUR, SECRETARY

AND APPROVAL BY THE BOARD OF WORKS OF THE CITY OF GREENWOOD,
 INDIANA AT A MEETING HELD

11 DAY OF May 1975.

[Signature]
 CLERK
[Signature]
 ROY W. MCCUIRE, MEMBER

[Signature]
 MEMBER



EASEMENT OF SPECIAL DIMENSIONS

AS RECORDED IN
 PLAT BOOK 8 PAGE 1

ON THE RECORDED PLAT ARE
 THOSE EASEMENTS THAT ARE RESERVED
 AND UTILITIES ARE SHADED. THESE ARE
 5 CORRESPONDING TO EASEMENTS ON PLAT

OF GREENWOOD, JOHNSON COUNTY, INDIANA AS FOLLOWS:

PLAN COMMISSION AT A MEETING HELD THE

May 1975.

Harold V. Arthur
 HAROLD V. ARTHUR, SECRETARY

IE BOARD OF WORKS OF THE CITY OF GREENWOOD,
 NG HELD

1975.

McQuire
 MCQUIRE, MEMBER

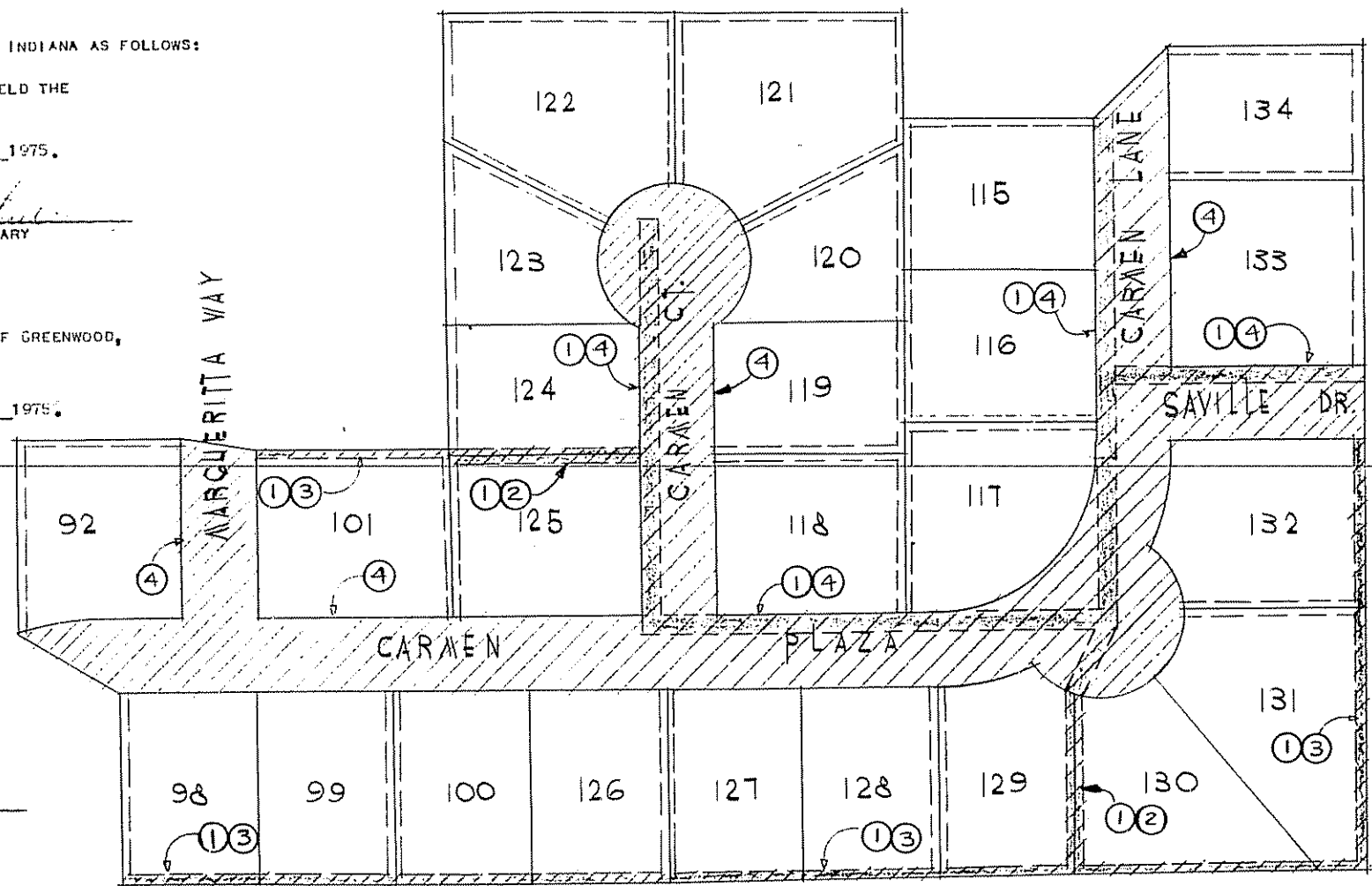
DAY OF
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ITY, INDIANA

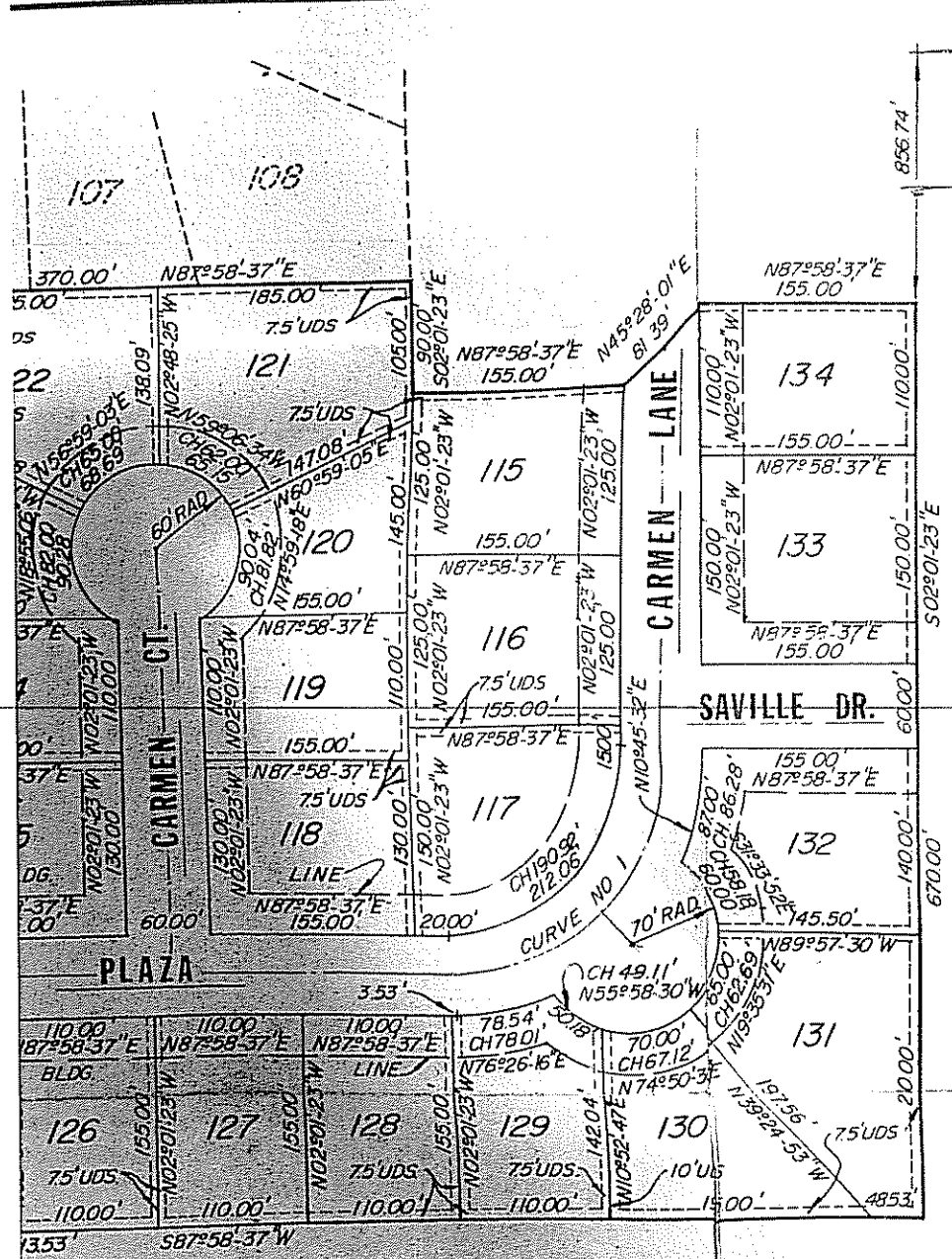
R RECORD THIS 13th DAY OF

AT 4:55 PM. AND RECORDED IN PLAT BOOK 8 PAGE NO. 18

Mary Etta Houglund
 MARY ETTA HOUGLUND, RECORDER, JOHNSON COUNTY, INDIANA



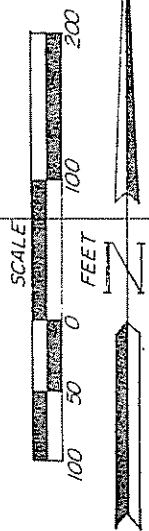
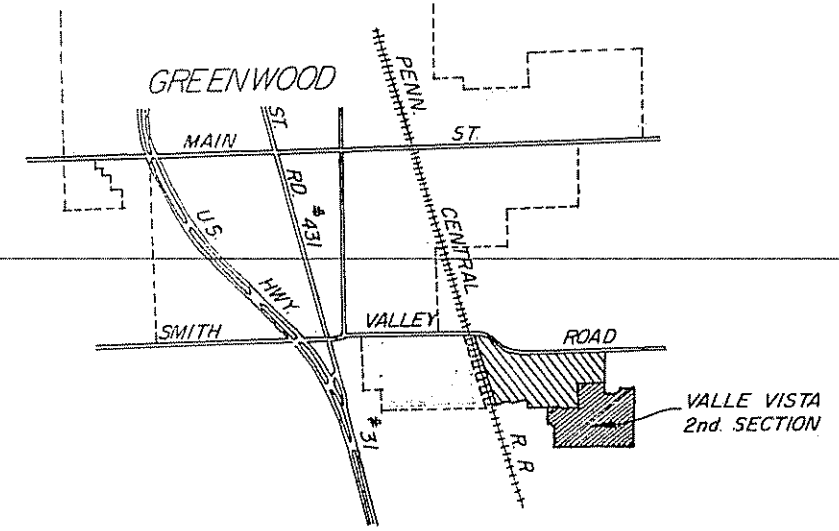
JOHNSON SUBURBAN U
 SANITARY SEWER EASEM



2422.25' NE COR N 1/2 4-13-4

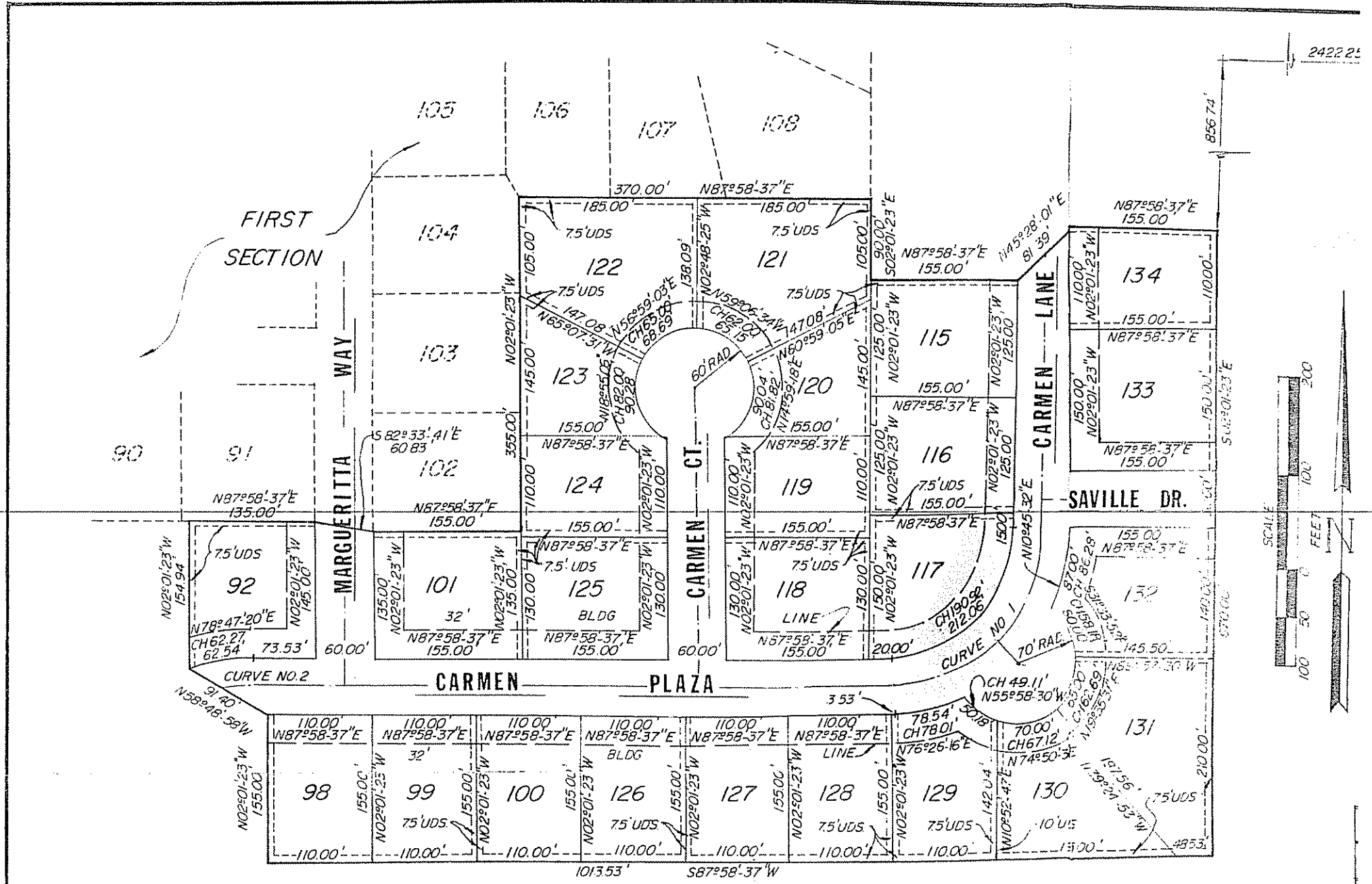
VALLE VISTA

SECOND SECTION
NEAR GREENWOOD, IND.

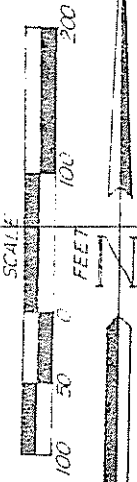


LOCATION MAP
SCALE 1" = 200'

CURVE DATA				
NO.	DELTA	TANGENT	RADIUS	LENGTH
1	90°00'00"	135.00'	135.00'	212.06'
		165.00'	165.00'	259.18'
		195.00'	195.00'	306.31'
2	90°00'00"	135.00'	135.00'	212.06'
		165.00'	165.00'	259.18'
		195.00'	195.00'	306.31'



2422.2'



VALLE VISTA --- SECOND SECTION
Near Greenwood, Indiana

Know all Men by These Presents: That Yeager Contracting Co., Inc., by its duly authorized officers, Robert K. Yeager, President and Virginia M. Yeager, Assistant Secretary, Owner of the attached described real estate, hereby lay off, plat and subdivide said real estate in Johnson County, Indiana.

Part of the North half of Section 4, Township 13 North, Range 4 East of the Second Principal Meridian described as follows:

Beginning at a point that is 2422.25 feet West of and 856.74 feet south of the Northeast corner of the said half section; thence South 2 degrees 01 minutes 23 seconds East 670.00 feet; thence South 87 degrees 58 minutes 37 seconds West 1013.53 feet; thence North 2 degrees 01 minutes 23 seconds West 155.00 feet; thence North 58 degrees 48 minutes 58 seconds West 91.40 feet; thence North 2 degrees 01 minutes 23 seconds West 154.94 feet to a point on the South line of lot number 91 in Valle Vista, First Section as recorded in Plat Book 7 page 66 in the Recorders office of Johnson County, Indiana; thence North 87 degrees 58 minutes 37 seconds East 135.00 feet; thence South 82 degrees 33 minutes 41 seconds East 60.83 feet; thence North 87 degrees 58 minutes 37 seconds East 155.00 feet to the Southeast corner of Lot number 102 in Valle Vista, First Section; thence North 2 degrees 01 minutes 23 seconds West 355.00 feet to the Southwest corner of Lot number 106 in Valle Vista, First Section; thence North 87 degrees 58 minutes 37 seconds East 370.00 feet to the Southeast corner of Lot Number 108 in Valle Vista, First Section; thence South 2 degrees 01 minutes 23 seconds East 90.00 feet; thence North 87 degrees 58 minutes 37 seconds East 155.00 feet; thence North 45 degrees 28 minutes 01 seconds East 81.39 feet; thence North 87 degrees 58 minutes 37 seconds East 155.00 feet to the Point of Beginning, containing 13.98 acres, more or less, subject to all legal rights-of-ways and easements.

This Subdivision shall be known and designated as VALLE VISTA, 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 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 improvement. 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 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 not building shall be erected, altered, or placed on any lot, other than the detached single family dwelling not to exceed two stories in height and a private garage for not more than three (3) cars.
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 1100 square 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 noxious or offensive activity shall be carried on upon any not nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

5. 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. The exterior surface of all buildings shall be of a material demonstrated to last at least 50 years.
6. 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.
7. 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 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.
8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.
9. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
10. 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.
11. Each lot shall be kept in a neat and pleasing manner. Small bushes, shrubs or screen plantings between 4 feet and 10 feet above the ground shall not be permitted. It is the intention of this restriction to assure that all the lots and surrounding present a park-like appearance.
12. No individual water supply system or sewage disposal system shall be permitted on any lot.
13. 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.
14. Any motor vehicle which is inoperative and not being used for normal transportation shall not be permitted to remain on any lot.
15. The finished yard elevation at the house site on lots in this subdivision shall be not less than the elevation shown on general development plan on file with the Johnson County Plan Commission.
16. 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 the 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.
17. 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 violator to recover damages. Invalidation of any one of these covenants by judgment 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 corporate seal this 15th day of March, 1973.

Yeager Contracting Company, Inc.

Robert K. Yeager, President

Virginia M. Yeager, Assistant Secretary