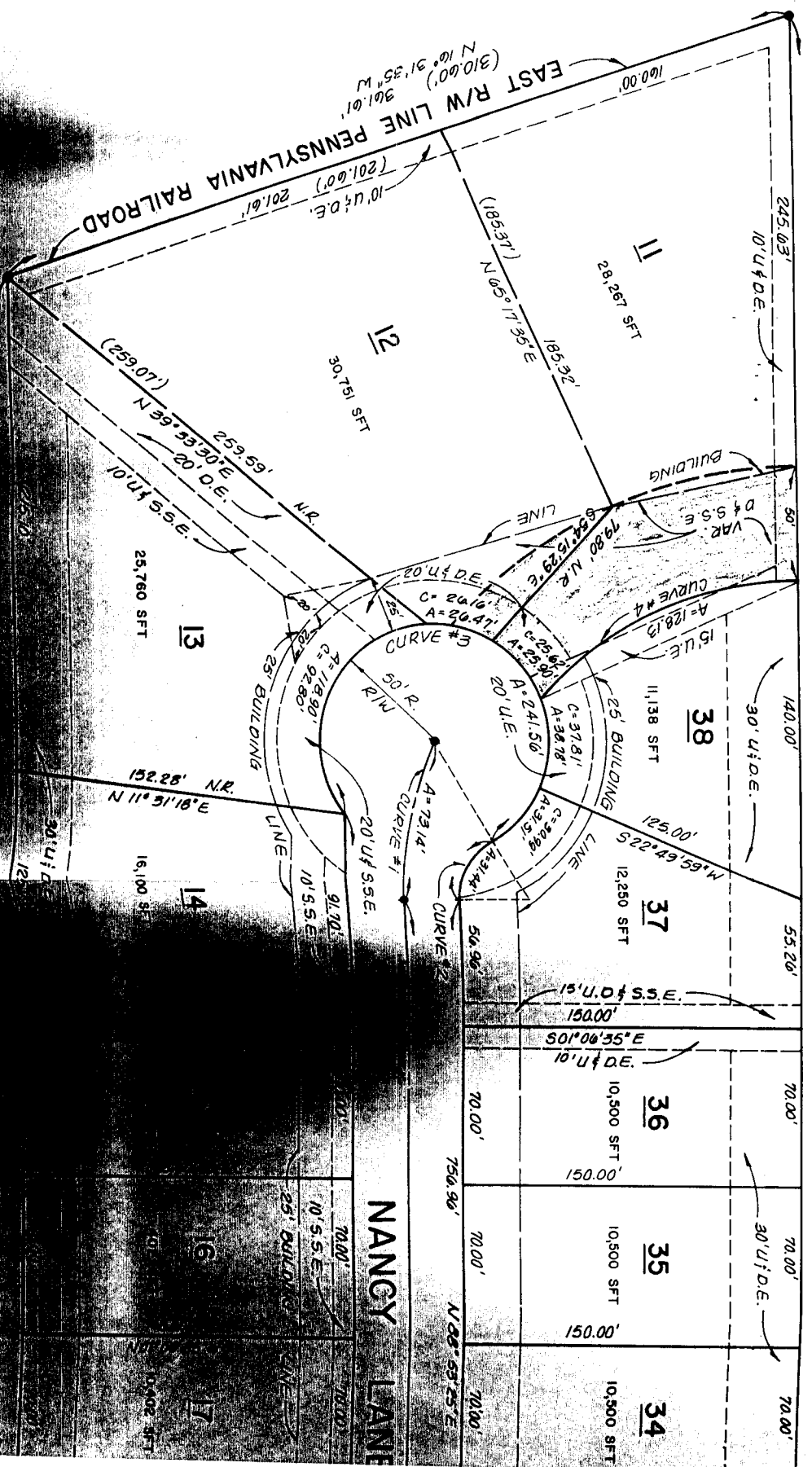


REPLY WHEATCRAFT SUBDIVISION

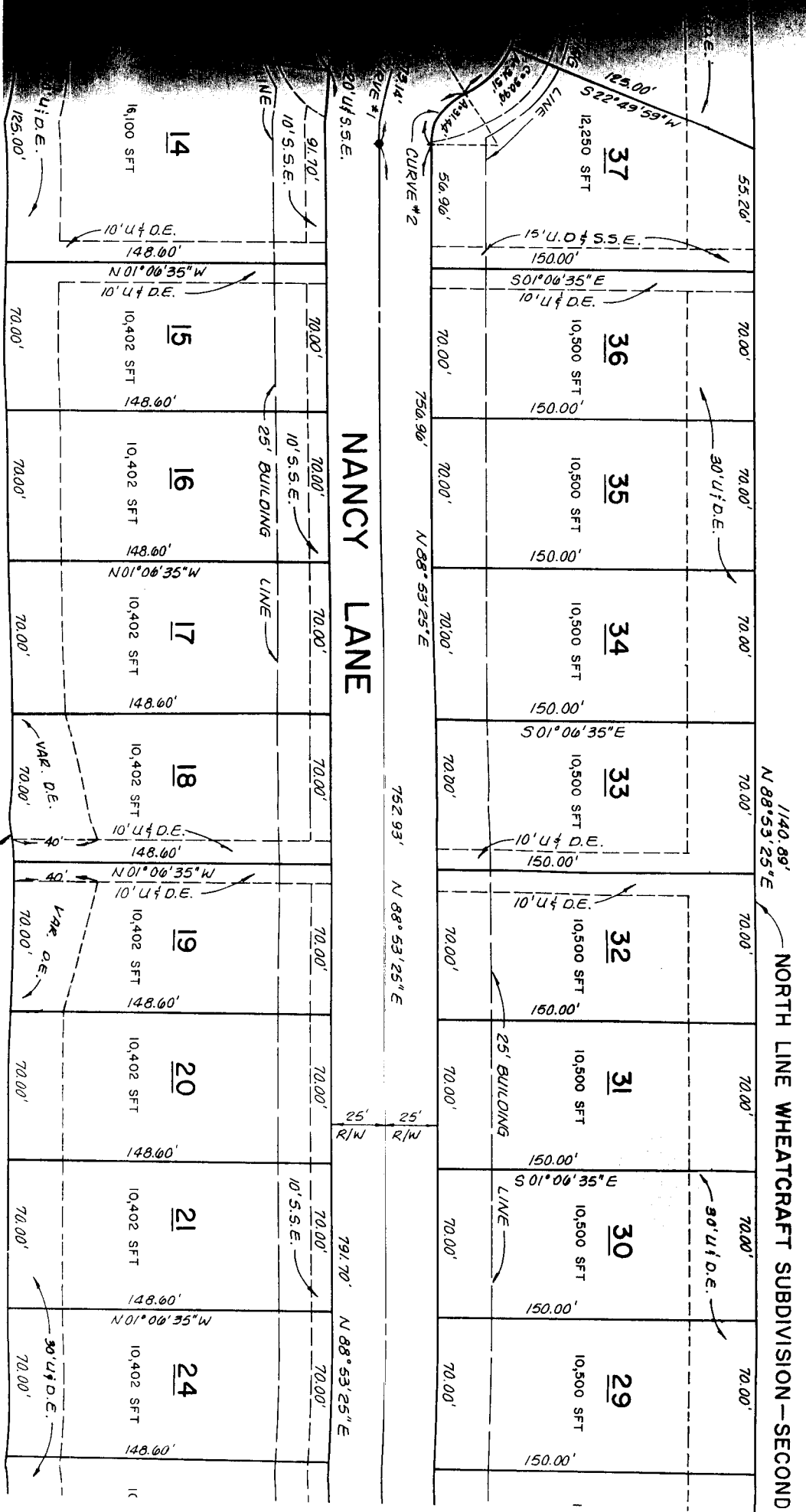
REPLAT OF LOTS 11 THRU

CURVE DATA					
CURVE N°	RADIUS	TANGENT	CHORD	ARC	DELTA
1	175.00	37.11	72.60	73.14	23° 56' 42"
2	30.00	17.34	30.02	31.44	60° 03' 02"
3	50.00	44.39	66.39	241.56	276° 48' 13"
4	150.00	68.26	124.26	128.12	48° 56' 22"



REPLAT OF WHEATCRAFT SUBDIVISION - SECOND SECTION

REPLAT OF LOTS 11 THRU 21 & LOTS 24 THRU 31



OF

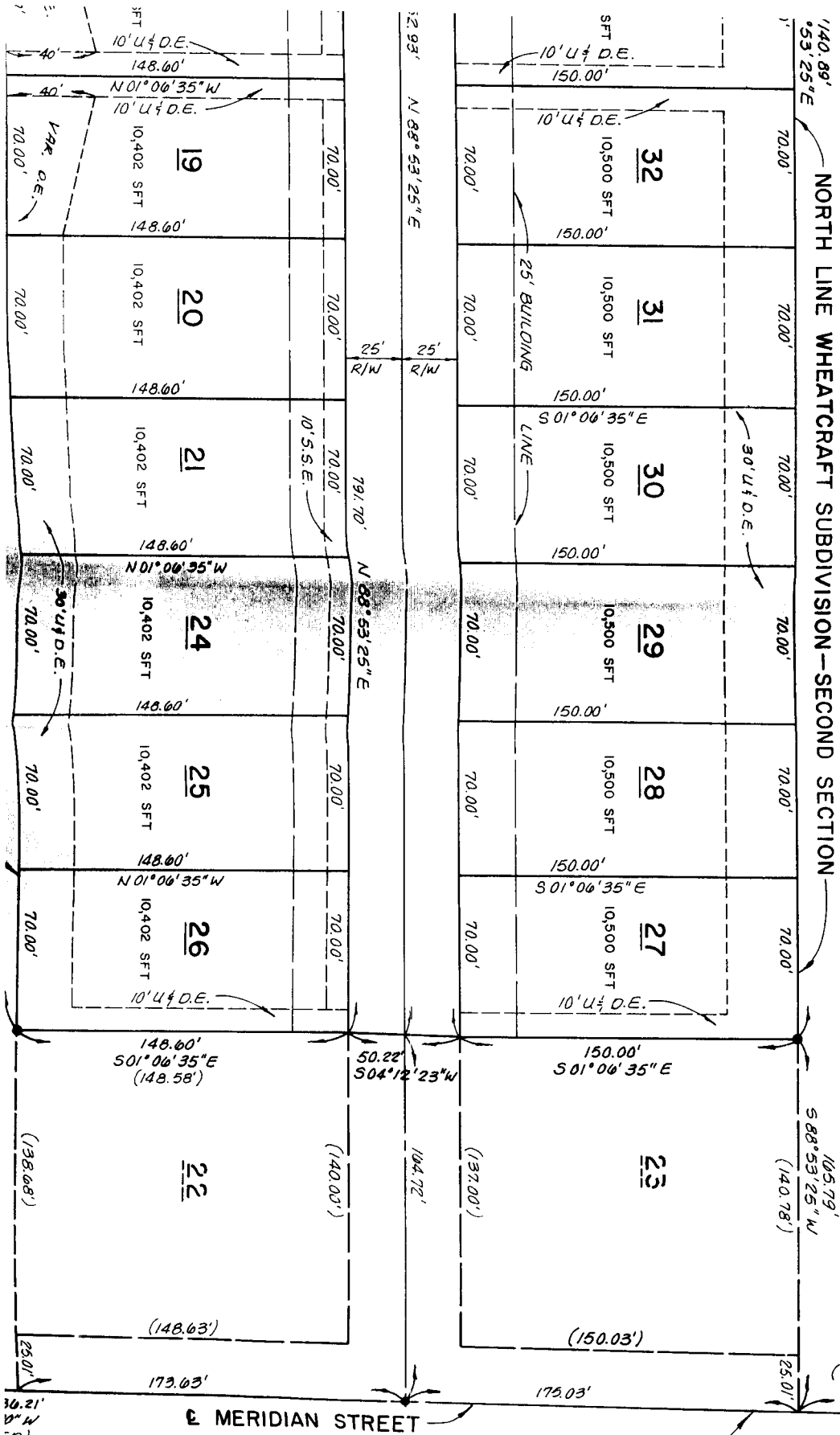
- SECOND SECTION

& LOTS 24 THRU 31

NORTH LINE NE 1/4 SEC. 29, T14N, R4E

N.E. CORNER W 1/2, NE 1/4 SEC. 29, T14N, R4E (RR SPIKE PLOD)

NORTH LINE WHEATCRAFT SUBDIVISION—SECOND SECTION



E MERIDIAN STREET

EAST LINE W 1/2, NE 1/4 SEC. 29, T14N, R4E

LEGEND

- 12 LOT NUMBERS
- REPRESENTS EXISTING PLATTED DISTANCE (150.00)
- R/W --- RIGHT-OF-WAY
- SFT --- SQUARE FEET
- U.E. --- UTILITY EASEMENT
- U & D.E. --- UTILITY AND DRAINAGE EASEMENT
- U & S.S.E. --- UTILITY AND SANITARY SEWER-EASEMENT
- D.E. --- DRAINAGE EASEMENT
- DENOTES MONUMENTATION
- NON RADIAL LINE



308-211

RESTRICTIVE COVENANTS

5. 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 8 feet to a side yard line. No building shall be erected closer than 25 feet to the rear lot line.
6. No trailer, shack, shed, tent, or temporary building shall be used for temporary or permanent residence on any lot in this addition, and any garage, tool shed, or detached storage building erected or used accessory to a residence in this addition, shall be of a permanent type of construction and conform to the general architecture and appearance of such residence.
7. Recreational vehicles, boats, and non-used vehicles; all boats, non-motorized recreational vehicles and non-used or non-operational vehicles shall be kept in either the dwelling, garage, basement, or utility building.
8. Animals: No animals, livestock or poultry shall be raised, bred, or kept upon 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 purposes.
9. Architectural Design and Environmental Control: No building, fence, walls, or other structure shall be erected, placed, and altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structure herein and as to the building with respect to topography and finished ground elevations by an Architectural and Environmental Control Committee. This Committee shall be composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such design and locations, or to designate a representative with like authority. The Committee's approval, or disapproval, as required in this covenant shall be in writing. In the event that said written approval is not received from the committee within 14 days from the date of submission, it shall be deemed that the Committee had disapproved the presented plan. Neither the Committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.
10. The right to enforce the foregoing provisions, restrictions, and covenants both to prevent the violation thereof and to recover damages is hereby dedicated and reserved to the owners of lots in this addition, their heirs, or assigns, and shall be and continue in full force and effect for a period of 25 years from the date hereof; and may be continued for successive periods of 10 years each by a vote of the then owners of a majority of the total area of this addition. 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.
11. 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.
12. The finished yard elevation at the house site on lots in this subdivision shall be not less than the elevation (U.S.G.S. Datum) shown on the general development plan on file in the office of the Plan Commission, City of Greenwood, Indiana.

NOTE:

1. A VARIANCE HAS BEEN GRANTED BY THE GREENWOOD BOARD OF ZONING APPEALS REDUCING THE FRONT LOT LINE WIDTHS OF LOTS 11 AND 12 ONLY IN THIS SUBDIVISION, FROM A 35' MINIMUM FRONTAGE.

STATE OF INDIANA)
 COUNTY OF JOHNSON)

We, the undersigned, Robert K. Newtowne Developments, Inc., of described herein, do certify that off, replatted and subdivided heretofore dedicated are hereby

Robert K. Yeager to
 Robert K. Yeager, President
 Newtowne Developments, Inc.
 Greenwood, Indiana

We, the undersigned, John Dowd of Lot 12 are owners of Real Es

John Dowd Mary I
 John Dowd Mary I
 Owner Lot 11 Owner

STATE OF INDIANA)
 COUNTY OF MARION)

I, _____ hereby certify that Robert K. Y Newtowne Developments, Inc., is owner of Lot 12, personally and they signed the above certificate uses and purposes therein set

Given under my hand and Notary
 My Commission Expires:



393

Book

*(C) November 1982
Misc. 54, p 978*

COVENANT ON MAINTENANCE OF DITCH

THIS COVENANT, made and entered into by and between
Juan Paz, M.D. and the CITY OF GREENWOOD.

WITNESSETH:

WHEREAS, Juan Paz, M.D. wishes to use a certain ditch for
the benefit of Greenwood Village Apartments of which he is the
owner and sole proprietor and WHEREAS Juan Paz, M.D., and the
City of Greenwood wish to settle any and all issues pertaining
to maintenance and mowing of said ditch.

NOW THEREFORE, in consideration of the promises made and
covenanted hereunto by either of the parties, Juan
Paz, M.D., on himself, his heirs, executors, administrators,
assigns and with the City of Greenwood, do hereby agree and
assure that he will, at his sole expense, construct, install
and maintain a ditch, ten feet (10') wide and six feet (6')
deep, to be known as the Greenwood Village Ditch, to be
located on the east side of said ditch and to be

thirty feet (30') by parallel lines, ten feet (10') north of and
twenty feet (20') south of the North-South line of Lot 31 in
Tract 1 subdivision Second section from the southeast corner
of the said lot 31 to the dedicated right of way easement line.

This ditch shall be maintained and kept open and clear
of all obstructions and shall be kept in good order and

Should Juan Paz, M.D. fail to properly maintain and
said ditch, the City of Greenwood shall have the right to enter
said property and to do any maintenance or work required and
to charge all costs, charges, and attorney's fees therefrom
to Juan Paz, M.D.

IN WITNESS WHEREOF, he has hereunto set his hand and seal

*Notarially witnessed for execution
January 15, 1982
Shelley A. Higgins
NOTARY OF ARIZONA, INC.*

COVENANT TO MAINTAIN DITCH

THIS COVENANT, made and entered into by and between
Juan Paz, M.D. and the CITY OF GREENWOOD.

WITNESSETH:

WHEREAS, Juan Paz, M.D. wishes to use a certain ditch for
the benefit of Greenwood Village Apartments of which he is the
owner and sole proprietor and WHEREAS Juan Paz, M.D., and the
City of Greenwood wish to settle any and all issues pertaining
to maintenance and mowing of said ditch.

NOW THEREFORE, in consideration of the promises made and
each act done pursuant hereto by either of the parties, Juan
Paz, M.D., for himself, his heirs, executors, administrators,
assigns and with the City of Greenwood, do hereby covenant
and assign that he will, at his sole and separate expense,
and now to ditch connecting the Greenwood Village Apartments
with existing drains, said ditch to be

thirty feet (30') by parallel lines, ten feet (10') wide of and
twenty feet (20') south of the North property line of lot 31 in
Theatrecraft subdivision Second section from the northeast corner
of the said lot 31 to the designated right of way easement line.

Said ditch shall be maintained by
Greenwood and the City of Greenwood shall be responsible for

Should Juan Paz, M.D. fail to properly maintain said
said ditch, the City of Greenwood shall be entitled to enter
said property and to do any maintenance or other work and
to charge all costs, charges, and attorney fees arising therefrom
to Juan Paz, M.D.

IN WITNESS WHEREOF, he has hereto set his hand and seal

Not entered for taxation
January 15 1982
Shelley A. Ogden
CLERK OF COURTS
CITY OF GREENWOOD, OK

this 29th day of December, 1981.

Hoy
Juan Pza, M.D.

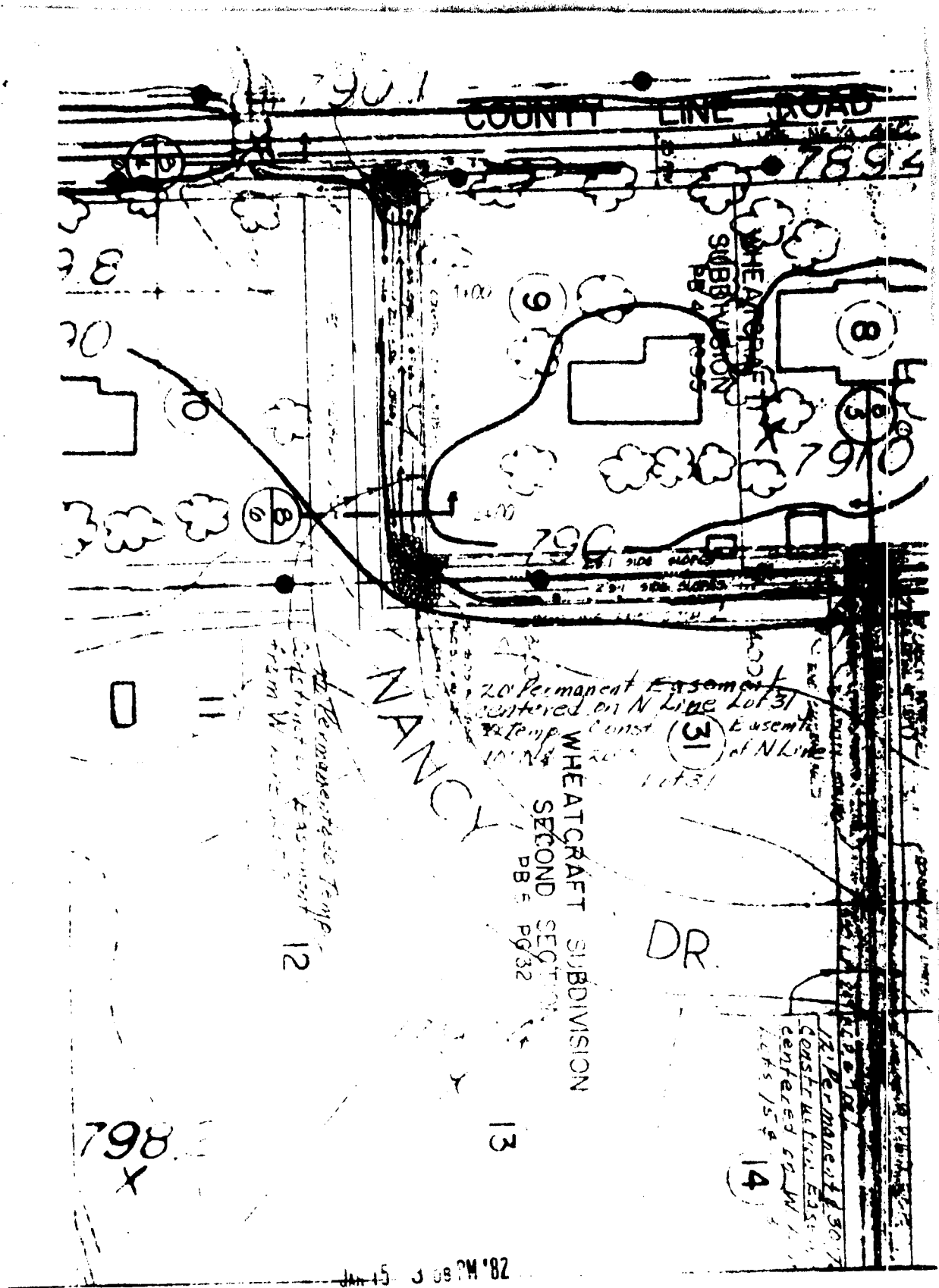
subscribed and sworn to before me this 29th day of
December, 1981.

My commission expires:
June 20, 1983

Harvey A. Wickerson
Notary Public

Harvey A. Wickerson
Notary
Maine County

copy of this instrument prepared by
Sharolyn Hicks (SHAROLYN HICKS)
6040 Combs Street
Portland, ME - 04103



RECEIVED FOR RECORD
 BOOK 54 PAGE 978
 S. W. DEAN, CLERK
 COUNTY OF CLATSOP, OREGON