

E. LINE 1/2 1/4

NO

THERE ARE 10' W
EASEMENTS ONLY
THE STREET R/W
4,5,6,7,8,9,10,11

THERE ARE STOR
ONLY OF VARYING
TO STREET R/W
22,23,35,36,46,4

ENTERED FOR TAXATION

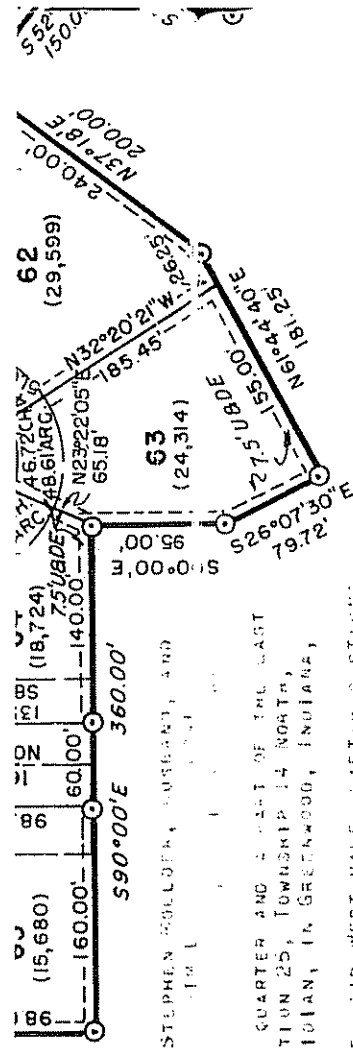
NO. _____
RECEIVED FOR RECORD IN _____
PLAT BOOK _____

MARY LITA HODGLAND, P

NO.	LOCATION	DELTA	RADIL
1	INSIDE	42°45'	377.11
	OUTSIDE		412.11
2	INSIDE	42°45'	638.7
	OUTSIDE		673.7

IT U. STEPHEN MOULDER, HUSBAND, AND
IN FEE SIMPLE OF THE FOLLOWING

POWER & LIGHT CO. EASEMENT



KNOW ALL MEN BY THESE PRESENTS: THAT J. STEPHEN KULLOPOA, HUSBAND, AND
 192 1/2 SOUTH WEST 34TH AVENUE, GREENWOOD, INDIANA, THE
 SINGLY AND JOINTLY OWNERS OF THE ABOVE DESCRIBED

A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER AND EAST OF THE EAST
 HALF OF THE SOUTHWEST QUARTER ALL IN SECTION 25, TOWNSHIP 14 NORTH,
 RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, IN GREENWOOD, INDIANA,
 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID WEST HALF QUARTER SECTION;
 THENCE SOUTH 89 DEGREES 57 MINUTES 50 SECONDS WEST (ASSUMED BEARING) ON AND ALONG THE NORTH LINE OF SAID WEST
 HALF QUARTER SECTION 1300.63 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES EAST 140.15 FEET TO THE POINT OF
 CURVATURE OF A CURVE; THENCE SOUTHWESTERLY 476.59 FEET ON AN ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF
 678.75 FEET AND A CENTRAL ANGLE OF 42 DEGREES 45 MINUTES; SAID CURVE HAVING A CHORD BEARING OF SOUTH 21 DEGREES
 27 MINUTES 50 SECONDS WEST AND A CHORD DISTANCE OF 400.00 FEET; THENCE SOUTH 47 DEGREES 45 MINUTES WEST 240.00
 FEET; THENCE SOUTH 02 DEGREES 30 MINUTES 40 SECONDS EAST 45.75 FEET; THENCE SOUTH 56 DEGREES 20 MINUTES 30
 SECONDS EAST 117.37 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES EAST 45.75 FEET; THENCE SOUTH 90 DEGREES
 00 MINUTES EAST 300.00 FEET; THENCE SOUTH 50 DEGREES 00 MINUTES EAST 45.00 FEET; THENCE SOUTH 20 DEGREES
 07 MINUTES 30 SECONDS EAST 74.72 FEET; THENCE NORTH 41 DEGREES 44 MINUTES 40 SECONDS EAST 181.25 FEET; THENCE
 NORTH 37 DEGREES 15 MINUTES WEST 200.00 FEET; THENCE SOUTH 27 DEGREES 42 MINUTES EAST 150.00 FEET; THENCE SOUTH
 37 DEGREES 18 MINUTES WEST 120.00 FEET; THENCE SOUTH 52 DEGREES 42 MINUTES EAST 245.00 FEET; THENCE NORTH 37
 00 DEGREES 47 MINUTES 40 SECONDS EAST ON AND ALONG SAID EAST LINE 1106.06 FEET TO THE PLACE OF BEGINNING,
 CONTAINING 40.304 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL RIGHTS-OF-WAY AND EASEMENTS.

DO HEREBY MAKE, PLAT, SUBDIVIDE, LAY OFF AND DEDICATE SAID DESCRIBED REAL ESTATE INTO LOTS AND STREETS IN
 ACCORDANCE WITH THE PLAT HERETO ATTACHED, WHICH ADDITION SHALL BE KNOWN AS "WHISKEYING TRAILS-FIRST SECTION,"
 IN GREENWOOD, JOHNSON COUNTY, INDIANA. 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, 10-11:

1. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES AND NO BUILDING SHALL BE ERECTED, ALTERED OR PLACED
 OR PERMITTED ON ANY LOT OTHER THAN THE SINGLE-FAMILY DWELLING; NOT TO EXCEED TWO (2) STORIES IN HEIGHT AND AN
 ATTACHED GARAGE FOR NOT MORE THAN THREE (3) CARS. NO OUTBUILDINGS WILL BE PERMITTED.
2. NO BUILDING SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE BUILDER'S CONSTRUCTION PLAN, SPECIFI-
 CATIONS AND PLOT PLAN HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO THE ACCEPTABILITY AND
 QUALITY OF WORKMANSHIP AND MATERIALS; HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES, AND AS TO LOCATION
 WITH RESPECT TO TOPOGRAPHY AND FINISH GRADE ELEVATION. NO FENCE OR WALL SHALL BE ERECTED, PLACED OR ALTERED
 ON ANY LOT NEARER TO ANY STREET THAN THE MINIMUM BUILDING SETBACK LINE UNLESS SIMILARLY APPROVED. APPROVAL
 SHALL BE AS PROVIDED IN COVENANT NO. 14.
3. NO DWELLING SHALL BE PERMITTED ON ANY LOT UNLESS THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE
 OF ONE STORY PORCHES AND GARAGES SHALL BE NOT LESS THAN 1500 SQUARE FEET FOR A ONE STORY DWELLING; NOT LESS
 THAN 900 SQUARE FEET FOR A DWELLING OF MORE THAN ONE STORY.
4. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE OR NEARER TO THE SIDE STREET LINE
 THAN THE MINIMUM BUILDING SETBACK LINES SHOWN ON THE RECORDED PLAT. IN ANY EVENT, NO BUILDING SHALL BE LOCATED
 ON ANY LOT NEARER THAN 32 FEET TO THE FRONT LOT LINE, OR NEARER THAN 32 FEET TO ANY SIDE STREET LINE. NO
 BUILDING SHALL BE LOCATED NEARER THAN 12 FEET TO AN INTERIOR 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, ON A LOT TO ENDOUR UPON ANOTHER LOT.
5. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BOAT, BASEMENT, TENT, SHACK, GARAGE, BARN, OR OTHER OUT-
 BUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY, NOR SHALL A
 PARTIALLY COMPLETED DWELLING BE PERMITTED.
6. OBSTRUCTIONS SHALL NOT BE PLACED IN, NOR BE PERMITTED TO REMAIN IN AREAS DESIGNATED AS DRAINAGE EASEMENTS.
 THESE AREAS SHALL BE PRESERVED AND MAINTAINED AS PERMANENT DRAINAGE EASEMENTS, AS SHOWN ON THE GENERAL
 DEVELOPMENT PLAN, ON FILE WITH THE JOHNSON COUNTY PLAN COMMISSION.
7. 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.
8. 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 UPON ANY LOT.
9. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH
 MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. TRAILERS, BOATS, AND SIMILAR EQUIPMENT SHALL NOT BE
 KEPT OR STORED IN THE FRONT OR SIDE YARD.
10. AT NO TIME SHALL ANY UNLICENSED, UNOPERATIVE AUTOMOBILE OR TRUCK BE PERMITTED ON ANY LOT.
11. NO INDIVIDUAL WATER SUPPLY SYSTEM OR SEWAGE DISPOSAL SYSTEM SHALL BE PERMITTED ON ANY LOT.
12. THE ARCHITECTURAL CONTROL COMMITTEE IS COMPOSED OF TWO 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 MEMBER SHALL HAVE FULL AUTHORITY TO DESIGNATE A SUCCESSOR. NEITHER THE MEMBERS
 OF THE COMMITTEE, NOR ITS DESIGNATED REPRESENTATIVE, SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES
 PERFORMED PURSUANT TO THIS COVENANT. AT ANY TIME, THE THEN RECORDED OWNERS OF A MAJORITY OF 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.
13. THE ARCHITECTURAL CONTROL COMMITTEE APPROVAL OR DISAPPROVAL AS REQUIRED IN THESE COVENANTS SHALL BE
 INDICATED ON THE PLANS SUBMITTED TO THE GREENWOOD CITY PLANNER. IN THE EVENT THE COMMITTEE OR ITS DESIGNATED
 REPRESENTATIVE, FAILS TO APPROVE OR DISAPPROVE WITHIN 30 DAYS AFTER PLANS AND SPECIFICATIONS HAVE BEEN
 SUBMITTED TO IT, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE CONSTRUCTION HAS BEEN COMMENCED PRIOR TO THE
 COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED AND THE RELATED COVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY
 COMPLIED WITH.

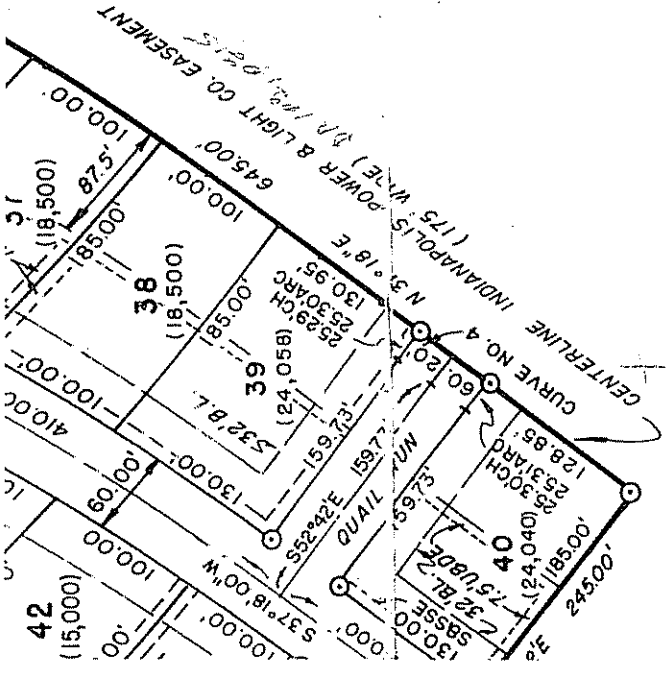
IN ANY EVENT THE NO UNDERGROUND DRAIN WHICH IS ENCOUNTERED IN CONSTRUCTION OF ANY IMPROVEMENT WITHIN THIS

DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID WEST HALF QUARTER SECTION;
THENCE SOUTH 89 DEGREES 57 MINUTES 50 SECONDS WEST (ASSUMED BEARING) ON AND ALONG THE NORTH LINE OF SAID WEST HALF QUARTER SECTION 1100.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES EAST 140.15 FEET TO THE POINT OF CURVATURE OF A CURVE; THENCE SOUTHWESTERLY 476.59 FEET ON AN ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 132.75 FEET AND A CENTRAL ANGLE OF 42 DEGREES 45 MINUTES; SAID CURVE HAVING A CHORD BEARING OF SOUTH 21 DEGREES 12 MINUTES 30 SECONDS WEST AND A CHORD DISTANCE OF 460.81 FEET; THENCE SOUTH 42 DEGREES 45 MINUTES WEST 246.00 FEET; THENCE SOUTH 08 DEGREES 50 MINUTES EAST 30.75 FEET; THENCE SOUTH 56 DEGREES 30 MINUTES 30 SECONDS EAST 116.57 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES EAST 45.78 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES EAST 380.00 FEET; THENCE SOUTH 10 DEGREES 00 MINUTES EAST 45.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES EAST 30 SECONDS EAST 71.72 FEET; THENCE NORTH 11 DEGREES 44 MINUTES 40 SECONDS EAST 181.25 FEET; THENCE NORTH 37 DEGREES 18 MINUTES EAST 200.00 FEET; THENCE SOUTH 27 DEGREES 42 MINUTES EAST 150.00 FEET; THENCE SOUTH 17 DEGREES 18 MINUTES WEST 120.00 FEET; THENCE SOUTH 26 DEGREES 48 MINUTES EAST 45.00 FEET; THENCE NORTH 37 DEGREES 18 MINUTES EAST 640.00 FEET TO A POINT ON THE EAST LINE OF SAID WEST HALF QUARTER SECTION; THENCE NORTH 10 DEGREES 48 MINUTES EAST ON AND ALONG SAID EAST LINE 1108.06 FEET TO THE PLACE OF BEGINNING, ~~1~~ CONTAINING 40.504 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL RIGHTS-OF-WAY AND EASEMENTS.

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2. NO BUILDING SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE BUILDER'S CONSTRUCTION PLAN, SPECIFICATIONS AND FLOT PLAN HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO THE ACCEPTABILITY AND QUALITY OF WORKMANSHIP AND MATERIALS, HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES, AND AS TO LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISH GRADE ELEVATION. NO FENCE OR WALL SHALL BE ERRECTED, PLACED OR ALTERED IN ANY LOT NEARER TO ANY STREET THAN THE MINIMUM BUILDING SETBACK LINE UNLESS SIMILARLY APPROVED. APPROVAL SHALL BE AS PROVIDED IN COVENANT NO. 14.
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6. OBSTRUCTIONS SHALL NOT BE PLACED IN, NOR BE PERMITTED TO REMAIN IN AREAS DESIGNATED AS DRAINAGE EASEMENTS. THESE AREAS SHALL BE PRESERVED AND MAINTAINED AS PERMANENT DRAINAGE EASEMENTS, AS SHOWN ON THE GENERAL DEVELOPMENT PLAN, ON FILE WITH THE JOHNSON COUNTY PLAN COMMISSION.
7. 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.
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11. NO INDIVIDUAL WATER SUPPLY SYSTEM OR SEWAGE DISPOSAL SYSTEM SHALL BE PERMITTED ON ANY LOT.
12. THE ARCHITECTURAL CONTROL COMMITTEE IS COMPOSED OF TWO 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 MEMBER SHALL HAVE FULL AUTHORITY TO DESIGNATE A SUCCESSOR. NEITHER THE MEMBERS OF THE COMMITTEE, NOR ITS DESIGNATED REPRESENTATIVE, SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. AT ANY TIME, THE THEN RECORDED OWNERS OF A MAJORITY OF 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.
13. THE ARCHITECTURAL CONTROL COMMITTEE APPROVAL OR DISAPPROVAL AS REQUIRED IN THESE COVENANTS SHALL BE INDICATED ON THE PLANS SUBMITTED TO THE GREENWOOD CITY PLANNER. IN THE EVENT THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE, FAILS TO APPROVE OR DISAPPROVE WITHIN 30 DAYS AFTER PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE CONSTRUCTION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED AND THE RELATED COVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
14. 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, AND FURTHER, THAT PORTION OF NATURAL WATERWAYS THROUGH A LOT SHALL BE MAINTAINED BY THE OWNER THEREOF.
15. THERE ARE STRIPS OF GROUND MARKED "UTILITY AND DRAINAGE EASEMENT" SHOWN ON THIS PLAT WHICH ARE HEREBY RESERVED FOR PUBLIC UTILITIES, NOT INCLUDING TRANSPORTATION CORRIDORS, FOR THE INSTALLATION AND MAINTENANCE OF POLES, MAINS, SEWERS, DRAINING, DUCTS, LINES AND WIRES. PURCHASERS OF LOTS IN THIS SUBDIVISION SHALL TAKE TITLE 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, ERRECTED OR MAINTAINED ON SAID "UTILITY AND DRAINAGE EASEMENT".



MARY LEE HOUGLAND RECORDER, JOHNSON COUNTY

NO.	LOCATION	DELTA	RADIUS	TANGENT	LENGTH
1	INSIDE CENTERLINE OUTSIDE	42°45'	377.12' 412.12' 447.12'	147.60' 161.30' 175.00'	281.38' 307.49' 333.61'
2	INSIDE CENTERLINE OUTSIDE	42°45'	638.75' 673.75' 708.75'	250.00' 263.70' 277.40'	476.59' 502.70' 528.82'
3	INSIDE CENTERLINE OUTSIDE	19°00'	418.06' 448.06' 478.06'	69.96' 74.96' 80.00'	136.65' 148.58' 158.53'
4	INSIDE CENTERLINE OUTSIDE	53°24'40"	277.93' 307.93' 337.93'	139.82' 154.91' 170.00'	259.09' 287.05' 315.01'
5	INSIDE CENTERLINE OUTSIDE	47°15'	282.99' 312.93' 342.93'	123.76' 136.88' 150.00'	233.32' 258.06' 282.80'
6	INSIDE CENTERLINE OUTSIDE	146°08'40"	201.31' 231.31' 261.31'	661.44' 760.00' 858.58'	513.48' 590.00' 666.52'
7	INSIDE CENTERLINE OUTSIDE	29°35'20"	487.89' 517.89' 547.89'	128.86' 136.78' 144.70'	251.96' 267.45' 282.94'
8	INSIDE CENTERLINE OUTSIDE	19°33'20"	336.74' 366.74' 396.74'	58.03' 63.20' 68.37'	114.93' 125.17' 135.41'

NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSCURES SIGHT LINES AT ELEVATIONS BETWEEN 2' AND 4' ABOVE ROADWAYS SHALL BE PLACED OR PERMITTED MAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR FORMED BY THE STREET PROPERTY LINE AND A LINE EXTENDING FROM THE POINTS 25 FEET FROM THE INTERSECTION OF THE STREET LINES OR IN THE CASE OF A CURVED STREET CORNER FROM THE INTERSECTION OF THE STREET LINES EXTENDED. THE SAME SIGHT LINE PLANTING SHALL APPLY ON ANY LOT WITHIN 10 FEET OF THE INTERSECTION OF A STREET PROPERTY LINE AND A DRIVEWAY OR ALLEY PAVEMENT. THERE SHALL BE PERMITTED TO REMAIN WITHIN SUCH AREAS OF SUCH INTERSECTIONS UNLESS THE FOLIAGE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTIONS OF SUCH SIGHT LINES AND ALL EXISTING FENCES BORDERING ON LOTS SHALL BE MAINTAINED BY LOT OWNERS IN A CONDITION TO CONTAIN LIVESTOCK USING CONTIGUOUS LANDS.

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 BRED, KEPT OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.
 NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH OR GARBAGE. OTHER WASTES SHALL BE KEPT EXCEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.
 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.

THESE RESTRICTIONS ARE HEREBY DECLARED TO BE COVENANTS RUNNING WITH THIS LAND AND SHALL BE BINDING ON 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 (10) 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.

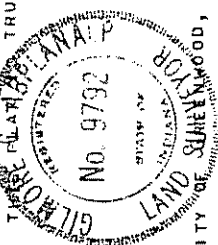
WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 1976.

J. STEPHEN MOULDER, HUSBAND
 MARY C. MOULDER, WIFE

GILMORE C. ABPLANALP, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED J. STEPHEN MOULDER, MARY C. MOULDER, WIFE, WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR OWN ACT AND DEED FOR THE USE AND PURPOSE THEREIN EXPRESSED AND AFFIXED THEIR SIGNATURES THEREON. WITNESS MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 1976.

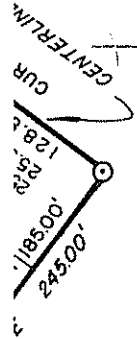
COMMISSION EXPIRES: _____ NOTARY PUBLIC

GILMORE C. ABPLANALP, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND THAT THESE PLATS ARE TRUE AND CORRECT.



Gilmore C. Abplanalp
 GILMORE C. ABPLANALP
 REG. LAND SURVEYOR NO. 9792
 JANUARY 16, 1976.

APPROVED BY THE CITY OF GREENWOOD PLAN COMMISSION AT A MEETING HELD _____, 1976.



4	CENTERLINE OUTSIDE	53°24'40"	507.95 337.93	154.91 170.00'	267.00 315.01'
5	INSIDE CENTERLINE OUTSIDE	47°15'	282.93' 312.93' 342.93'	123.76' 136.88' 150.00'	233.32' 258.06' 282.80'
6	INSIDE CENTERLINE OUTSIDE	146°08'40"	201.31' 231.31' 261.31'	661.44' 760.00' 858.58'	513.48' 590.00' 666.52'
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NO FENCE, WALL, HEDGE OR SHURB PLANTING WHICH ACTS AS A BARRIER AT ELEVATIONS BETWEEN 2' AND 4' ABOVE ROADWAYS SHALL BE PLACED OR PERMITTED WITHIN ANY CORNER LOT WITHIN THE TRIANGULAR AREA BOUND BY THE STREET PROPERTY LINE AND A LINE EXTENDING FROM THE CORNER 25 FEET FROM THE INTERSECTION OF THE STREET LINES OR IN THE CASE OF A CORNER LOT, FROM THE INTERSECTION OF THE STREET LINES EXTENDED. THE SAME SIGHT LINE RESTRICTIONS SHALL APPLY ON ANY LOT WITHIN 10 FEET OF THE INTERSECTION OF A STREET PROPERTY LINE AND A DRIVEWAY OR ALLEY PAVEMENT. THERE SHALL BE PERMITTED TO REMAIN WITHIN SUCH AREAS OF SUCH INTERSECTIONS UNLESS THE FOLIAGE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTIONS OF SUCH SIGHT LINES AND ALL EXISTING FENCES BORDERING ON LOTS SHALL BE MAINTAINED BY THE LOT OWNERS IN A CONDITION TO CONTAIN LIVESTOCK AND OTHER ANIMALS.

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BREDED OR KEPT ON ANY LOT EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT BRED, KEPT OR MAINTAINED FOR ANY SOCIAL PURPOSE.

NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH OR GARBAGE; OTHER WASTES SHALL BE KEPT EXCEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.

INVALIDATION OF ANY ONE OF THE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER COVENANTS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

THESE RESTRICTIONS ARE HEREBY DECLARED TO BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING ON ALL ESTATEES 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 (10) 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.

LESS MY HAND AND SEAL THIS _____ DAY OF _____, 1976.

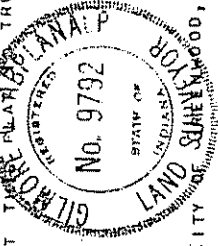
J. STEPHEN MOULDER, HUSBAND

 MARY C. MOULDER, WIFE

ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED J. STEPHEN MOULDER, AND, AND MARY C. MOULDER, WIFE, WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR OWN ACT AND DEED FOR THE USE AND PURPOSE THEREIN EXPRESSED AND AFFIXED THEIR SIGNATURES THERETO. WITNESS MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 1976.

COMMISSION EXPIRES: _____ NOTARY PUBLIC

GILMORE C. ABPLANALP, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND THAT THE FOREGOING IS TRUE AND CORRECT.



Gilmore C. Abplanalp
 GILMORE C. ABPLANALP
 REG. LAND SURVEYOR No. 9792
 JANUARY 16, 1976.

PLAT WAS GIVEN APPROVAL BY THE CITY OF GREENWOOD, JOHNSON COUNTY, INDIANA AS FOLLOWS:
 APPROVED BY THE CITY OF GREENWOOD PLAN COMMISSION AT A MEETING HELD _____, 1976.

PLAT WAS GIVEN APPROVAL BY THE BOARD OF WORKS OF THE CITY OF GREENWOOD, JOHNSON COUNTY, INDIANA, AT A MEETING HELD ON THE _____ DAY OF _____, 1976

APPROVED BY THE JOHNSON COUNTY DRAINAGE BOARD AT A MEETING HELD January 19, 1976.

GLEN SANDERS

PREPARED BY:
 FRESSE AND ABPLANALP
 CIVIL ENGINEERS
 FRANKLIN, INDIANA

RESIDENCE WITH A LIVING AREA HAVING A DIRECT OUTSIDE ENTRANCE ON GRADE FROM THE LOWER LEVEL SHALL HAVE THE LOWEST FLOOR GRADE NO LOWER THAN ELEVATION 737.00
 DATUM: PLANNED MAXIMUM STORM WATER ELEVATION IN DETENTION AREA IS ELEVATION 751.50 USGS DATUM.

WHISPERING TRAILS - FIRST SECTION

Do hereby make, plat, subdivide, lay off and dedicate said described real estate into lots and streets in accordance with the plat hereto attached, which addition shall be known as "WHISPERING TRAILS-FIRST SECTION," in Greenwood, Johnson County, Indiana. 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 or permitted on any lot other than the single-family dwelling, not to exceed two (2) stories in height and an attached garage for not more than three (3) cars. No outbuildings will be permitted.
2. No building shall be erected, placed or altered on any lot until the builder's construction plan, specifications and plot plan have been approved by the Architectural Control Committee as to the acceptability and quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Covenant No. 14.
3. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one story porches and garages shall be not less than 1500 square feet for a one story dwelling, not less than 900 square feet for a dwelling of more than one story.
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 32 feet to the front lot line, or nearer than 32 feet to any side street line. No building shall be located nearer than 12 feet to an interior 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, on a lot to encroach upon another lot.
5. No structure of a temporary character, trailer, boat, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence either temporarily or permanently, nor shall a partially completed dwelling be permitted.
6. Obstructions shall not be placed in, nor be permitted to remain in areas designated as drainage easements. These areas shall be preserved and maintained as permanent drainage easements, as shown on the general development plan, on file with the Johnson County Plan Commission.
7. 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.
8. 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 upon any lot.
9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Trailers, boats, and similar equipment shall not be kept or stored in the front or side yard.
10. At no time shall any unlicensed, unoperative automobile or truck be permitted on any lot.
11. No individual water supply system or sewage disposal system shall be permitted on any lot.

12. The Architectural Control Committee is composed of two 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 member shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded Owners of a majority of 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.
13. The Architectural Control Committee approval or disapproval as required in these Covenants shall be indicated on the plans submitted to the Greenwood City Planner. In the event the Committee or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.
14. 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, and further, that portion of natural waterways through a lot shall be maintained by the owner thereof.
15. There are strips of ground marked "Utility and Drainage Easement" shown on this 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 title 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 Easement".
16. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street 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. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines and all existing farm fences bordering on lots shall be maintained by the lot owners in a condition to contain livestock using contiguous lands.
17. 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 bred, kept or maintained for any commercial purpose.
18. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other wastes shall not be kept except 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.
19. Invalidity 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.
20. These restrictions are hereby declared to be Covenants running with this 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 (10) 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.