

WHISPERING TRAILS

FOURTH SECTION PART "A"

GREENWOOD, INDIANA

CURVE DATA

CURVE N°	DELTA	RADIUS	TANGENT	LENGTH	
1	41°21'36"	IN	314.40'	118.68'	226.96'
		☺	344.40'	130.00'	248.61'
		OUT	374.40'	141.34'	270.27'
2	42°45'00"	IN	638.75'	250.00'	476.59'
		☺	673.75'	263.70'	502.70'
		OUT	708.75'	277.40'	528.82'
3	94°26'14"	IN	182.84'	197.58'	301.36'
		☺	212.84'	230.00'	350.82'
		OUT	242.84'	262.41'	400.26'
4	48°03'25"	IN	149.44'	66.62'	125.34'
		☺	179.44'	80.00'	150.51'
		OUT	209.44'	93.37'	175.67'
5	20°00'00"	IN	253.56'	44.71'	88.51'
		☺	283.56'	50.00'	98.98'
		OUT	313.56'	55.29'	109.45'
6	75°32'30"	IN	202.30'	156.76'	266.72'
		☺	232.30'	180.00'	306.27'
		OUT	262.30'	203.25'	345.63'
7	40°00'00"	IN	407.07'	148.16'	284.19'
		☺	437.07'	159.09'	305.13'
		OUT	467.07'	170.00'	326.08'

6. NO FENCE, WALL, HEDGE, OR BRUSH 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 10 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. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCE OF SUCH INTERSECTIONS UNLESS THE FOLIAGE THEREON IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES AND ALL EXISTING LARGE TREES REMAINING ON LOT SHALL BE MAINTAINED BY THE DEVELOPER OR CONTRACTOR IN A CLEAN AND SANITARY CONDITION.

7. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE KEPT, FED, OR KEPT ON ANY LOT EXCEPT THAT DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT FOR OR MAINTAINED FOR ANY COMMERCIAL PURPOSES.

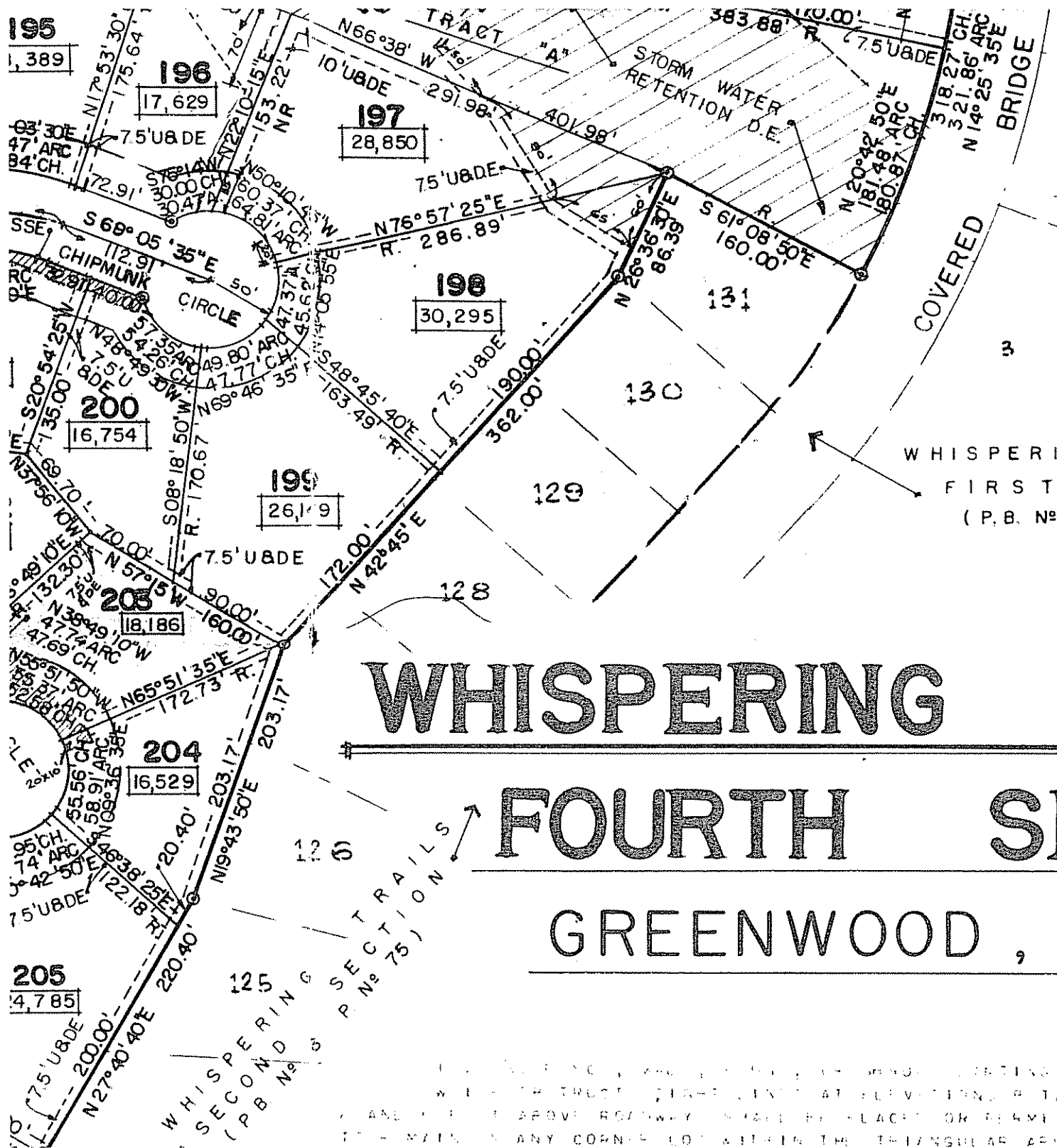
8. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, GRASS OR GARBAGE. OTHER WASTES SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.

9. INVALIDATION OF ANY ONE OF THE COVENANTS BY JUDGMENT OR COURT ORDER SHALL NOT AFFECT ANY OF THE OTHER COVENANTS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

10. THE COVENANTS HEREIN ARE HEREBY DECLARED TO BE COVENANTS...

123
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218
219

1/4 SECTION
1/4 RANGE
NOTES
FENCE
14.40
1 SAID
20
1/4 SECTION
1/4 RANGE
NOTES
FENCE
14.40
1 SAID
20



34,245 SQ. FOOTAGE OF EACH LOT.

○ — CONCRETE MONUMENT

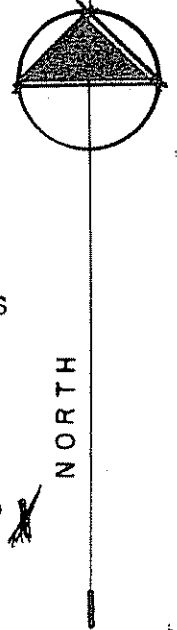
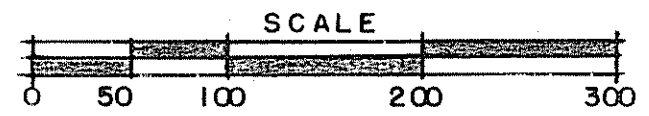
S&SSE — SANITARY & STORM SEWER EASEMENT

U&DE — UTILITY & DRAINAGE EASEMENT

A 5' UTILITY & DRAINAGE EASEMENT IS RESERVED ON THE SIDE & REAR LOT LINES OF EACH LOT AS SHOWN UNLESS NOTED OTHERWISE.

THERE ARE STORM & SANITARY SEWER EASE. ONLY OF VARIOUS WIDTHS & SIZES ADJACENT TO STREET R/W LINES ON THE FOLLOWING LOTS: 192 THRU 194, 200 THRU 204, & 211 THRU 219

WHISPERING TRAILS
FIRST SECTION
(P.B. No 8 R No 42)



WHISPERING TRAILS

FOURTH SECTION PART "A"

GREENWOOD, INDIANA

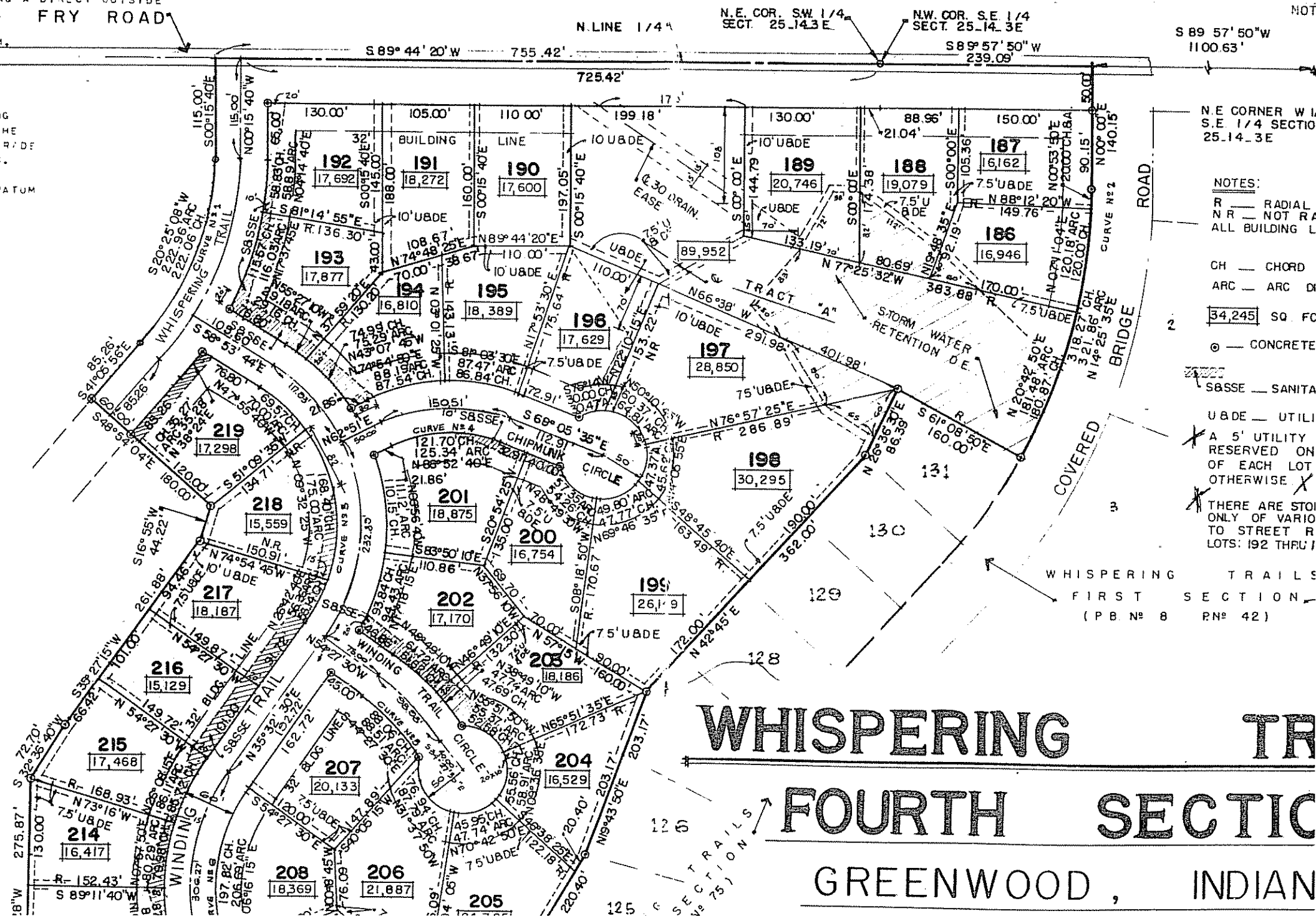
CURVE DATA

CURVE No	DELTA	RADIUS	TANGENT	LENGTH

THE WHISPERING TRAILS FIRST SECTION WAS PLATTED AND RECORDED IN PUBLIC BOOK NO. 8, PAGE 42, OF THE RECORDS OF THE CLERK OF THE SUPERIOR COURT OF GREENWOOD, INDIANA, ON APRIL 15, 1958. THE TRACT IS SHOWN AT ELEVATIONS BETWEEN 100 AND 110 FEET ABOVE ROADWAY GRADE. BE PLACED OR PERMITTED TO BE PLACED IN ANY CORNER LOT WITHIN THE TRIANGULAR AREA...

S LOTS NUMBERED 190, 191 AND 196.
LIVING AREA HAVING A DIRECT OUTSIDE
IN THE LOWER LEVEL
FLOOR GRADE NO
732.00 USGS DATUM.

S LOTS NUMBERED
9E.
LIVING AREA HAVING
E ON GRADE FROM THE
THE LOWEST FLOOR GRADE
737.00 USGS DATUM.
TER ELEVATION IN
10N 735.50 USGS DATUM



N.E. CORNER W 1/4
S.E. 1/4 SECTION
25.14.3E

NOTES:
R — RADIAL
N R — NOT RADIAL
ALL BUILDING L

CH — CHORD
ARC — ARC DI
[34,245] SQ. FC
⊙ — CONCRETE

SASSE — SANITA
U&DE — UTILI
X A 5' UTILITY
RESERVED ON
OF EACH LOT
OTHERWISE X
X THERE ARE STOI
ONLY OF VARIO
TO STREET R
LOTS: 192 THRU

WHISPERING TRAILS
FIRST SECTION
(PB No 8 RN No 42)

WHISPERING TRAILS FOURTH SECTION GREENWOOD, INDIAN

... (11) BEARING AND DISTANCES OF COURSES ARE ALONG ALREADY PLATTED LINES IN WHISPERING TRAILS SECOND SECTION AND FIRST SECTION); THENCE NORTH 50 DEGREES 00 MINUTES EAST 220.00 FEET; THENCE SOUTH 40 DEGREES 00 MINUTES EAST 30.00 FEET TO THE BEGINNING OF A CURVE, SAID CURVE HAVING A RADIUS OF 467.07 FEET, A TANGENT DISTANCE OF 170.00 FEET, AND A TOTAL LENGTH OF 326.08 FEET; THENCE ON AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 45.89 FEET, SAID ARC HAVING A CHORD DISTANCE OF 45.87 FEET AND A CHORD BEARING OF SOUTH 37 DEGREES 11 MINUTES 05 SECONDS EAST; THENCE NORTH 55 DEGREES 37 MINUTES 47 SECONDS EAST 131.58 FEET; THENCE NORTH 27 DEGREES 40 MINUTES 40 SECONDS EAST 220.40 FEET; THENCE NORTH 19 DEGREES 43 MINUTES 50 SECONDS EAST 203.17 FEET; THENCE NORTH 42 DEGREES 45 MINUTES EAST 362.00 FEET; THENCE NORTH 26 DEGREES 36 MINUTES 30 SECONDS EAST 88.33 FEET; THENCE SOUTH 61 DEGREES 08 MINUTES 50 SECONDS EAST 160.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COVERED BRIDGE ROAD IN WHISPERING TRAILS-FIRST SECTION AS RECORDED IN PLAT BOOK 8, PAGE 42 OF THE RECORDS OF SAID RECORDER'S OFFICE, SAID RIGHT-OF-WAY BEING ON A CURVE, SAID CURVE HAVING A RADIUS OF 638.75 FEET, A TANGENT DISTANCE OF 250.00 FEET, AND A TOTAL LENGTH OF 476.59 FEET; THENCE ON AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 321.86 FEET TO THE END OF SAID CURVE, SAID ARC HAVING A CHORD DISTANCE OF 318.27 FEET AND A CHORD BEARING OF NORTH 14 DEGREES 25 MINUTES 35 SECONDS EAST; THENCE NORTH 00 DEGREES 00 MINUTES EAST ON AND ALONG THE WEST RIGHT-OF-WAY LINE OF SAID COVERED BRIDGE ROAD AND AN EXTENSION THEREOF 140.15 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE SOUTH 69 DEGREES 57 MINUTES 50 SECONDS WEST ON AND ALONG LAST NORTH LINE 239.09 FEET TO THE PLACE OF BEGINNING, CONTAINING 20.622 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 "WHISPERING TRAILS FOURTH SECTION PART A" 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:

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 PLANS, SPECIFICATIONS AND PLOT PLAN HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMISSION. THE ARCHITECTURAL CONTROL COMMISSION SHALL HAVE THE AUTHORITY AND QUALITY OF WORKMANSHIP AND MATERIALS, HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES, AND THE 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. 11.
3. NO DWELLING SHALL BE PERMITTED ON ANY LOT UNLESS THE GROUND FLOOR AREA OF THE MAIN DWELLING IS AT LEAST ONE STORY PORCHES AND GARAGES SHALL BE NOT LESS THAN 1000 SQUARE FEET FOR A ONE STORY DWELLING, AND 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 10 FEET TO THE FRONT LOT LINE, OR NEARER THAN 5 FEET TO ANY SIDE STREET LINE. NO BUILDING SHALL BE LOCATED NEARER THAN 10 FEET TO AN INTERIOR LOT LINE, FOR THE PURPOSES OF THIS COVENANT, PORCHES, PATIOS AND OPEN PORCHES SHALL NOT BE CONSIDERED AS A PART OF THE BUILDING, PROVIDED HOWEVER, THAT THEY SHALL NOT BE CONSTRUCTED TO PERMIT ANY PORTION OF A BUILDING, OR A LOT TO ENCRUSH 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 TO A LEVEL EITHER TEMPORARILY OR PERMANENTLY, UNLESS THE PARTIALLY COMPLETED DWELLING BE PERMITTED TO BE TEMPORARY BUILDING OF ANY KIND SHALL BE PERMITTED ON ANY LOT.
6. CONSTRUCTION SHALL NOT BE PLACED IN, NOR BE PERMITTED TO REMAIN IN AN AREA DESIGNATED AS DRAINAGE BASIN OF THE NEIGHBORHOOD AND MAINTAINED AS PERMANENT DRAINAGE FACILITY, AS SHOWN IN THE GENERAL DEVELOPMENT PLAN, IN FILE WITH GREENWOOD 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, 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 THE WELLS, TANKS, TRENCHES, MINERAL EXCAVATIONS, OR SHAFTS BE PERMITTED UPON OR IN ANY LOT. NO DERRICK OR OTHER STRUCTURE OR DEVICE FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED UPON ANY LOT.

RECORDED AFTER
 YEARS UNLESS
 LOTS HAS BEEN
 WITNESS MY HA
 BY MOULDER CO
 J. STEPHEN
 STATE OF INDI
 COUNTY OF JOH
 BEFORE ME, TH
 PRESIDENT, AN
 OF THE FOLLOW
 AFFIDAVIT
 WITNESS MY HA
 COMMISSION
 May 23, 1
 I, RECORDER
 THE STATE OF
 THE PLAT WAS
 RECORDED BY
 LAWRENCE
 APPROVED BY TH
 RECEIVED FOR
 PEOPLE

APPROVAL SHALL BE AS PROVIDED IN COVENANTS 1 & 2.

3. NO DWELLING SHALL BE PERMITTED ON ANY LOT UNLESS THE GROUND FLOOR AREA OF THE MAIN DWELLING EXCEEDS THE AREA OF ONE STORY PORCHES AND GARAGES SHALL BE NOT LESS THAN 100 SQUARE FEET FOR A ONE STORY DWELLING, AND NOT LESS THAN 300 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 SETBACK 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 10 FEET TO THE FRONT LOT LINE, OR NEARER THAN 5 FEET TO ANY SIDE STREET LINE, AND BUILDINGS SHALL BE LOCATED NEARER THAN 10 FEET TO AN INTERIOR LOT LINE, FOR THE PURPOSES OF THIS COVENANT, PORCHES, PATIOS AND OPEN PORCHES SHALL NOT BE CONSIDERED AS PART OF A BUILDING, PROVIDED HOWEVER, THAT THEY SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF A BUILDING, ON A LOT TO ENCRUSCH 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 DWELLING, EITHER TEMPORARILY OR PERMANENTLY, AND A PARTIALLY COMPLETED DWELLING BE PERMITTED. TEMPORARY BUILDINGS OF ANY KIND SHALL BE PERMITTED ON ANY LOT.

6. CONSTRUCTIONS SHALL NOT BE PLACED IN, NOR BE PERMITTED TO EXIST 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 GREENWOOD PLAN COMMISSION.

7. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW IN ANY LOT EXCEPT ONE PROFESSIONAL SIGN NOT MORE THAN ONE SQUARE FOOT, ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR LEASE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION IN SAID 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, TUBES, LINES, OR EQUIPMENT OF ANY CHARACTER BE PERMITTED UPON OR IN ANY LOT. NO DERRICK OR OTHER TOWER OR STRUCTURE SHALL BE BUILT FOR OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED UPON ANY LOT.

9. NO NOISE OR OFFENSIVE ACTIVITY SHALL BE ENGAGED IN ON ANY LOT, OR SHALL ANYTHING BE DONE TO SUCH EXTENT AS MAY BE DEEMED AN INCONVENIENCE OR NUISANCE TO THE NEIGHBORHOOD. TRAILERS, REFRIGERATORS, SIMILAR ITEMS AT ALL TIMES BE KEPT OR STORED IN THE FRONT OR REAR 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 BOARD OF HEALTH. A MAJORITY OF THE COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO ACT FOR IT. IN THE EVENT OF DEATH OF 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 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, MAIN, 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, INCLUDING FENCES, SHALL BE BUILT, ERECTED OR MAINTAINED ON SAID "UTILITY AND DRAINAGE EASEMENT". STRIPS MARKED "DRAINAGE EASEMENT" ARE FOR SURFACE WATER DRAINAGE ONLY.**

THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF HEALTH ON THE 9th DAY OF Novem
Lawrence W. Myer, Mayor
APPROVED BY THE COUNTY'S COUNTY ERIEAGE BOARD
William R. Drake
WILLIAM R. DRAKE

ENTERED FOR TAXATION THE 27 DAY OF

NO. 013021
RECEIVED FOR RECORD THE 29th DAY OF Nov
RECORDED IN PUBLIC BOOK 9, PAGE 50

PREPARED BY:
FREESE AND ASPLIN & P
CIVIL ENGINEERS
FRANKLIN, INDIANA

SHEET 6

RECORDED IN THE RECORDS OF JOHNSON COUNTY, INDIANA (THE
 EASY PLATTED LINES IN WHISPERING TRAILS SECOND
 EAST 220.00 FEET; THENCE SOUTH 43 DEGREES 00
 HAVING A RADIUS OF 467.07 FEET, A TANGENT
 VCE ON AND ALONG THE ARC OF SAID CURVE A
 17 FEET AND A CHORD BEARING OF SOUTH 37 DEGREES
 17 SECONDS EAST 191.55 FEET; THENCE NORTH 27
 DEGREES 43 MINUTES 50 SECONDS EAST 203.17 FEET;
 H 26 DEGREES 36 MINUTES 30 SECONDS EAST
 50.00 FEET TO A POINT ON THE WESTERLY
 RST SECTION AS RECORDED IN PLAT BOOK 8, PAGE
 EING ON A CURVE, SAID CURVE HAVING A RADIUS
 ENGT OF 475.59 FEET; THENCE ON AND ALONG
 TO CURVE, SAID ARC HAVING A CHORD DISTANCE
 S 35 SECONDS EAST; THENCE NORTH 00 DEGREES
 COVERED BRIDGE ROAD AND AN EXTENSION THEREOF
 R OF SAID SECTION 25; THENCE SOUTH 89 DEGREES
 EET TO THE PLACE OF BEGINNING, CONTAINING
 ND EASEMENTS.

RIBED PLAT INTO LOTS AND STREETS IN
 F KNOWN AS "WHISPERING TRAILS FOURTH SECTION PART A"
 THE ATTACHED PLAT ARE HEREBY DEDICATED TO
 OR ANY PORTION THEREOF SHALL BE SUBJECT TO THE
 AND HEREBY DECLARED TO BE COVENANTS RUNNING WITH

BUILDING SHALL BE ERECTED, ALTERED OR PLACED
 NOT TO EXCEED TWO (2) STORIES IN HEIGHT AND AN
 VGS WILL BE PERMITTED.

UNTIL THE BUILDER'S CONSTRUCTION PLAN,
 RURAL CONTROL COMMITTEE AND THE CITY OF GREENWOOD
 SIGN WITH EXISTING STRUCTURES, AND NO
 NO FENCE OR WALL SHALL BE ERECTED, PLACED OR
 NG DETRIMENTAL UNLESS SIMILARLY APPROVED.

FLOOR AREA OF THE MAIN STRUCTURE, INCLUDING OF
 LIST FOR A ONE STORY DWELLING, UNLESS THAT

LOT LINE OR NEARER TO THE SIDE STREET LINE THAN
 IN ANY EVENT, NO BUILDING SHALL BE LOCATED ON
 IN 30 FEET TO ANY SIDE STREET LINE. NO BUILDING
 IN THE PURPOSES OF THIS COVENANT, WALL, STREETS,
 NG, PROVIDED HOWEVER, THAT THIS SHALL NOT BE
 EACH UPON ANOTHER LOT.

NT, TENT, SHACK, GARAGE, BARN, OR OTHER OUT-
 HER TEMPORARILY OR PERMANENTLY, FOR WHATEVER
 IS OF ANY KIND SHALL BE PERMITTED ON ANY LOT

HELD IN AREA AS DESIGNATED BY DRAINAGE DISTRICT
 (AS SHOWN ON MAPS).

ANY LOT EXCEPT ONE PROFESSIONAL SIGN SHALL NOT
 FEET ADVERTISING THE PROPERTY FOR CONSTRUCTION,
 CONSTRUCTION AND SALES PERIOD.

CARRYING, OR MINING OPERATIONS OF ANY KIND
 S, TUNNELS, MINERAL EXCAVATIONS, OR SHALLOWS
 ISUED FOR USE IN BORING FOR OIL OR NATURAL GAS

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 AGREING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

WITNESS MY HAND AND SEAL THIS 8 DAY OF December, 1978.

BY MOULDER CORPORATION:

J. Stephen Moulder (pres)
 J. STEPHEN MOULDER, PRESIDENT

Mary C. Moulder (Sec-Treas)
 MARY C. MOULDER, SECRETARY-TREASURER

STATE OF INDIANA)
 COUNTY OF JOHNSON)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR JOHNSON COUNTY, INDIANA, APPOINTED BY STEPHEN MOULDER,
 PRESIDENT, AND MARY C. MOULDER, SECRETARY-TREASURER OF MOULDER CORPORATION, WHO PERSONALLY SET THE LOCATION
 OF THE FOLLOWING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED FOR THE USE AND PURPOSE THEREIN EXPRESSED AND
 AFFIXED THEIR SIGNATURES THERETO.

WITNESS MY HAND AND NOTARIAL SEAL THIS 8th DAY OF December, 1978.

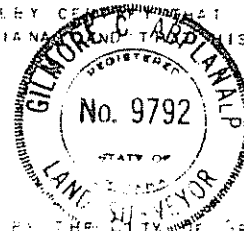
BY COMMISSION EXPIRES:

May 23, 1981

Deanna J. Mullins
 Deanna J. Mullins
 NOTARY PUBLIC

Residing in Marion Co

I, GILMORE C. ABPLANALP, hereby certify that I am a REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH
 THE LAWS OF THE STATE OF INDIANA AND THIS PLAT IS TRUE AND CORRECT.



Gilmore C. Abplanalp
 GILMORE C. ABPLANALP
 REG. LAND SURVEYOR NO. 9792
 FEBRUARY 11, 1978

THE PLAT WAS GIVEN APPROVAL BY THE CITY OF GREENWOOD, JOHNSON COUNTY, INDIANA, AS FOLLOWS:

APPROVED BY THE CITY OF GREENWOOD AT A MEETING HELD September 11, 1978.

Lawrence A. Byrd
 LAWRENCE A. BYRD, PRESIDENT

Harold M. Arthur
 HAROLD M. ARTHUR, SECRETARY

THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF WORKS OF THE CITY OF GREENWOOD, JOHNSON COUNTY, INDIANA, AT A
 MEETING HELD 4th DAY OF November, 1978.

Lawrence A. Byrd
 LAWRENCE A. BYRD, Mayor

John A. Paeson
 JOHN A. P AESON, MEMBER

David W. Foster
 DAVID W. FOSTER, MEMBER

APPROVED BY THE JOHNSON COUNTY DRAINAGE BOARD AT A MEETING HELD NOVEMBER 6, 1978.

William B. Bunch
 WILLIAM B. BUNCH

Kedric Sturgeon
 KEDRIC STURGEON

Eugene Barger
 EUGENE BARGER

RECORDED FOR TAXATION THIS 27 DAY OF December, 1978.

James M. Wood
 JAMES M. WOOD,
 JOHNSON COUNTY AUDITOR

013021

RECEIVED FOR RECORD THIS 27th DAY OF December, 1978, AT 9:25 A

RECORDED IN PLAT BOOK 9, PAGE 50.

WHISPERING TRAILS -- FOURTH SECTION -- PART "A"

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 FOURTH SECTION PART A" 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:

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. 13.
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 outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, nor shall a partially completed dwelling be permitted. No temporary building of any kind shall be permitted on any lot.
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 Greenwood 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 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, main, 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, including fences, shall be built, erected or maintained on said "Utility and Drainage Easement". Strips marked "Drainage Easement" are for surface water drainage only.**
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 distance or 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.

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. 13.
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 1,600 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.
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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.
10. At not 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 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.

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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 matter shall be kept in a clean and sanitary condition.
19. 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.

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 for the date of 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.

NOTE: * This note affects Lots Numbered 190, 191 and 196. Any 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 732.00 USGS Datum.

NOTE: * This Note affects Lots Numbered 186, 188, 189, 197 and 198. Any 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 USGS Datum. Planned maximum storm water elevation in detention area is elevation 735.50 USGS Datum.

NOTE: *(Positive drainage on each lot in this subdivision shall be provided and/or maintained by the lot owner, and shall be coordinated with the overall drainage plan for the block. Liability for failure to provide such drainage shall rest upon the owners of the lot.)