

KNOW ALL MEN BY THESE PRESENTS: That Whispering Woods Development, a Limited Partnership, being owners in fee simple of the following described real estate in Greenwood, Johnson County, Indiana, TO-WIT:

A part of the Southwest quarter of Section 25, Township 14 North, Range 3 East of the Second Principal Meridian, Johnson County, Indiana, described as follows:

Commencing at the Northeast corner of said Southwest quarter section; thence South 89 degrees 44 minutes 20 seconds West (assumed bearing) on and along the North line of said Southwest quarter section 755.42 feet to a North-south line of Whispering Trails Fourth Section, Part "B", Greenwood, Indiana, the plat of which is recorded in Plat Book 10, Page 21, of the records of the Johnson County Recorder; (the next six (6) courses are on and along the North-south and Westerly sides and extend from corner to corner of said Whispering Trails Fourth Section, Part "B" and the West line of Whispering Trails Fourth Section, Part "C", Greenwood, Indiana, as recorded in Plat Book 19, page 76 in the records of the Johnson County Recorder); (1) thence continuing South 89 degrees 44 minutes 20 seconds West on and along said North line of said Southwest quarter section 145.00 feet; (2) thence South 00 degrees 22 minutes 50 seconds East 235.00 feet; (3) thence South 89 degrees 44 minutes 20 seconds West 299.00 feet; (4) thence South 00 degrees 22 minutes 50 seconds East 237.66 feet; (5) thence South 88 degrees 49 minutes 54 seconds West 154.95 feet to a point on the West line of the East half of said Southwest quarter section; (6) thence South 00 degrees 45 minutes 28 seconds West on and along the said West line of said East half quarter section 1072.83 feet to the Southwest corner of Lot 244 in said Whispering Trails Fourth Section, Part "C" and the POINT OF BEGINNING of this description, (the next six (6) courses are on and along the Southerly line of last said subdivision); thence (1) South 57 degrees 22 minutes 23 seconds East 290.22 feet to a point on a non-tangent curve to the right from which the radius point bears South 57 degrees 22 minutes 23 seconds East-242.03 feet; (2) thence North-south along said curve 20.58 feet to the Point of Tangency of said curve from which the radius point bears South 59 degrees 20 minutes 34 seconds East 242.03 feet; (3) thence South 59 degrees 20 minutes 34 seconds East (non-tangent to last said curve) 160.75 feet; (4) thence North 28 degrees 36 minutes 50 seconds East 95.00 feet; (5) thence South 58 degrees 09 minutes 29 seconds East 70.40 feet; (6) thence South 71 degrees 58 minutes 05 seconds East 145.00 feet to the most westerly corner of lot 106 in Whispering Trails Second Section as recorded in Plat Book 8, page 75, in the records of the Johnson County Recorder; (the next four (4) courses are on and along the Westerly line of last said Subdivision); (1) thence South 45 degrees 30 minutes 00 seconds East 265.00 feet; (2) thence South 53 degrees 31 minutes 55 seconds East 141.07 feet; (3) thence South 19 degrees 15 minutes 00 seconds West 100.00 feet; (4) thence South 00 degrees 06 minutes 20 seconds East 150.00 feet to the Southwest corner of Lot 91 in last said subdivision; thence South 89 degrees 53 minutes 41 seconds West 310.00 feet; thence North 52 degrees 18 minutes 34 seconds West 134.28 feet; thence North 64 degrees 11 minutes 14.107 feet; (3) thence South 19 degrees 15 minutes 00 seconds West 124.99 feet; thence South 0 degrees 45 minutes 28 seconds West 54.97 feet; thence North 89 degrees 14 minutes 22 seconds West 207.99 feet to a point on the West line of said Southwest quarter, said point also being on the East line of Pleasant Creek Acres, Second Section, Greenwood, Indiana, the plat of which is recorded in Plat Book 8, page 43, in the records of the Recorder of Johnson County; thence North 0 degrees 45 minutes 28 seconds East along said West line and said East Line 535.98 feet to the POINT OF BEGINNING, containing 8.78 acres, more or less, subject to all existing right-of-way, highways, easements and restrictions of record.

Do hereby make, plat, subdivide, lay off and dedicate said described real estate into lots and WOODS FIRST SECTION", in Greenwood, Johnson County, Indiana. The streets as shown on the attached 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 or placed or permitted on any lot other than the single-family dwelling with an attached garage for not less than 2 cars or more than 3 cars.
2. No building shall be erected or placed on any lot until the Builders' 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 total living area of the structure, exclusive of one story open porches and garages, contains 1800 square feet. For a multi-level dwelling the ground floor level living area shall be not less than 1000 square feet. All dwellings and structures are subject to the following construction specifications.
 - A. All window frames shall be constructed of wood.
 - B. The use of aluminum siding shall not be permitted below the second floor line.
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 the building setback line as shown on the plat herewith. No building shall be located nearer than 12 feet to an interior lot line for the purposes of this covenant, awes, 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.

Without the written permission of the Board of Directors, no part of the land shall be preserved and maintained in accordance with the "As Built General Development Plan" and the features as shown on the "As Built General Development Plan".

7. Any property owner altering, changing, or swales or ditches will be held responsible for the cost of repair of Public Works & Safety will cause repairs will be sent to the affected property owner. If the owner fails to repair the damage, the Board of Directors will result in a lien against the property.
8. No sign of any kind shall be placed on the property for sale or rent, or for construction and sales period.
9. No oil drilling, oil development or any kind shall be permitted upon excavations, or shafts be permitted designed for use in boring for oil upon any lot.
10. No noxious or offensive activities shall be engaged in which may become an annoyance to the neighborhood and similar equipment shall not be used.
11. At no time shall any unlicensed contractor be employed on any lot.
12. No individual water supply system shall be installed on any lot.
13. The Architectural Control Committee may designate a representative of any member of the committee, the successor. Neither the members of the committee nor the successor shall be entitled to any compensation for services rendered. The committee or its successor shall be the then recorded owners of a major written instrument to change the name of the lot or to restore to it any of its powers.
14. The Architectural Control Committee shall be indicated on the plans submitted for approval and the Architectural Control Committee shall be notified of any change in the construction has been commenced and the related covenants.
15. Any field tile or underground drainage system within this subdivision shall be the responsibility of the owner thereof, and further, that portion of the owner thereof.
16. There are strips of ground marked on the plat herewith which are hereby reserved for public utility purposes and the installation and maintenance of sewers, water mains, gas lines, and other utilities shall be the responsibility of the owner thereof. The owner shall be responsible for the cost of installation and maintenance of such utilities.
17. There are strips of ground marked on the plat herewith which are hereby reserved for public utility purposes and the installation and maintenance of sewers, water mains, gas lines, and other utilities shall be the responsibility of the owner thereof. The owner shall be responsible for the cost of installation and maintenance of such utilities.
18. The streets and public right-of-way shown on the plat herewith are hereby dedicated to the public use of the community and shall be maintained in accordance with the standards of the governing body having jurisdiction.
19. No fence, wall, hedge, or shrub shall be placed on any lot nearer than 2 and 2 feet above roadways shall be maintained in accordance with the standards of the governing body having jurisdiction.
20. The intersection of the street lines shall be the responsibility of the owner thereof. The owner shall be responsible for the cost of installation and maintenance of such utilities.
21. No tree shall be planted on any lot nearer than 10 feet from the intersection of the street lines and all existing farm buildings shall be maintained in accordance with the standards of the governing body having jurisdiction.

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 permanent, nor shall a partially completed dwelling be permitted. No temporary building of any kind shall be permitted on any lot.
6. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Greenwood Board of Public Works & Safety. These areas shall be preserved and maintained by the lot owners as permanent drainage features, as shown on "As Built General Development Plan", on file with the Greenwood Plan Commission. The lot owners shall be responsible for the preservation of positive drainage of all overland drain features as shown on the "As Built Drainage Plan".
7. Any property owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage, after which time, if no action is taken, the Board of Public Works & Safety will cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment. Failure to pay will result in a lien against the property.
8. 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 bidder to advertise the property during the construction and sales period.
9. 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. 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.
11. At no time shall any unlicensed, unoperative automobile or truck be permitted on any lot.
12. No individual water supply system or sewage disposal system shall be permitted on any lot.
13. The Architectural Control Committee is composed of two members appointed by the developer. 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.
14. 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.
15. 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.
16. 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, including fences, shall be built, created or maintained on said "Sewer Easement".
17. There are strips of ground marked "Sewer Easement" shown on this plat which are hereby reserved for public utilities, not including transportation companies, for the installation and maintenance of sewers, both storm and sanitary. 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, created or maintained on said "Sewer Easement".
18. The streets and public right-of-ways shown hereon, subject to construction standards acceptance, are hereby dedicated to the public use, to be owned and maintained by the governmental body having jurisdiction.
19. 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 of such intersection 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.

20. 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.

21. 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.

22. Invalidation of any one of these covenants by judgment or court order shall not affect any of the provisions which shall remain in full force and effect.

23. 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.

WITNESS MY HAND AND SEAL THIS 22 DAY OF August, 1985.

FOR Whispering Woods Development
By Houlder Corporation, General Partner

[Signature]
J. Stephen Houlder, President

[Signature]
Sharon A. Houlder, Secretary

STATE OF INDIANA) SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said County and State, appeared, J. Stephen Houlder, President, and Sharon A. Houlder, Secretary of Houlder Corporation, General Partner, Whispering Woods Development, who acknowledged the execution 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 _____ day of _____, 1985.

MY COMMISSION EXPIRES:

[Signature]
Notary Public
Resident of the County of Madison

[Signature]
Stephen R. Bourquein
Registered Land Surveyor No. 89441
March 28, 1985

This plat is hereby given secondary approval by the City of Greenwood, Johnson County, Indiana, to-wit:

SECONDARY APPROVAL is hereby granted by the Greenwood Advisory Plan Commission on the _____ day of _____, 1985.

[Signature]
Floyd E. Estes

[Signature]
Clinton E. Ferguson

HE IT RESOLVED by the Board of Public Works and Safety, City of Greenwood, Johnson County, Indiana, that the dedications shown on this plat are hereby approved and accepted this _____ day of _____, 1985.

Jeanette L. Surina, Mayor
[Signature] Richard E. Hovey, Member
Robert K. Dhondt, Member

ATTEST
[Signature]
Martin Chirwood, Clerk-Treasurer

Entered for taxation this 26 day of August, 1985.

NO. 7943 *[Signature]*
Sally L. Higdon
Sharon K. Hengeler
Johnson Co. Auditor

RECEIVED for record this 26 day of August, 1985, at 11:48 A.M. and recorded in Plat Book C, page 103-104

[Signature]
S. Kathryn Pitts, Recorder
Johnson County