

(Plats recorded

BRIARWOOD

1st Sect--7/53--11-19-72

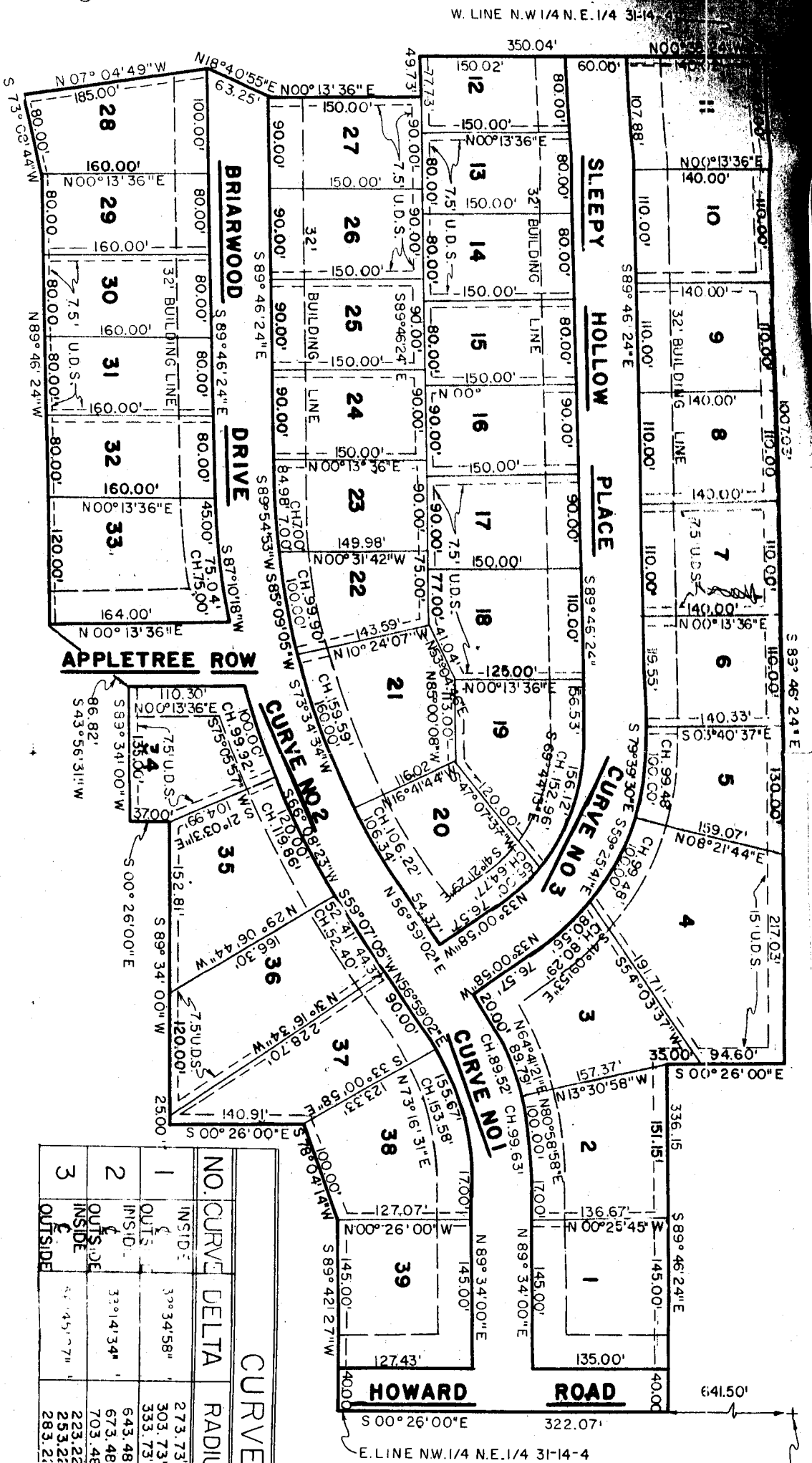
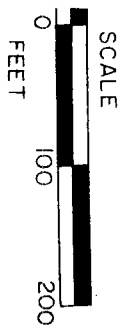
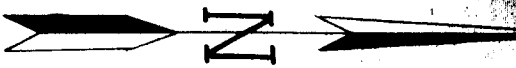
2nd Sect--7/63--07-23-73

3rd Sect--8/2--08-15-74)

Due 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 "Briarwood \_\_\_\_\_ Section", in Pleasant Township, Johnson County Indiana. That the streets are 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. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and a private garage. Garages shall be attached, and driveways shall be constructed of hard surface material such as bituminous concrete or Portland cement concrete, unless otherwise approved by the Architectural Control Committee.
2. No building shall be erected, placed or altered on any lot until the construction plan specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. 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 Part II.
3. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of open porches and garages meets the following requirements.
  1. On lots containing less than 15,000 square feet of area - not less than 1,200 square feet for a one story dwelling, nor less than 900 square feet for a dwelling for more than one story.
  2. On lots containing more than 15,000 square feet of area - not less than 1,500 square feet for a one story dwelling, nor less than 1,000 square feet for a dwelling or 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.
5. No dwelling shall be erected or placed on any lot having a width of less than that shown on the recorded plat at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than that shown on the recorded plat.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 15 feet of each perimeter lot.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Trailer, boats, campers, and similar equipment shall be kept or stored inside, outside storage will not be allowed.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.
9. The Architectural Control Committee is composed of three 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 members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the 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.

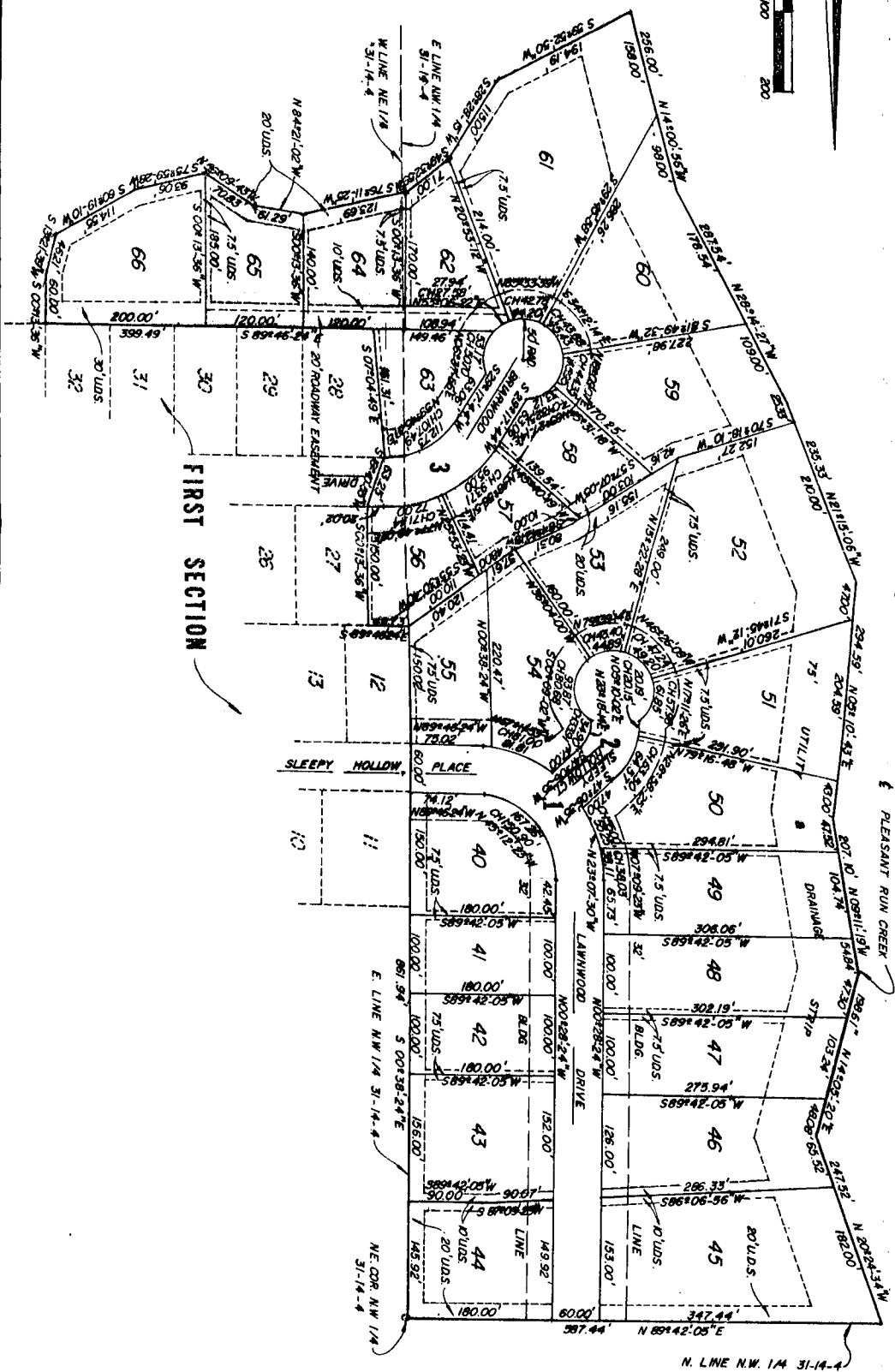
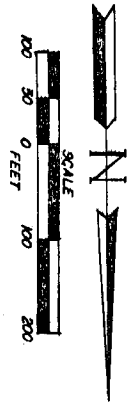
10. The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representatives, fails to approve or disapprove within 30 days' after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
11. With written approval of the Architectural Control Committee, and where, in the opinion of said committee, the location will not detract materially from the appearance and value of other properties, a dwelling may be located nearer to a street than above provided, but not nearer than 25 feet to any street line.
12. 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.
13. 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 on any lot.
14. 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 not kept, bred or maintained for any commercial purpose.
15. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste 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.
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.
17. All swales, for drainage of lots, that are located on side lot lines and rear lot lines shall be preserved and not obstructed in accordance with a general drainage plan on file with the City of Greenwood, Indiana.
18. 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.
19. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change them in whole or in part.
20. 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.
21. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.



CURVE		
NO.	CURVE	RADII
1	INSIDE	273.73'
1	OUTSIDE	303.73'
2	INSIDE	643.48'
2	OUTSIDE	703.48'
3	INSIDE	223.22'
3	OUTSIDE	283.22'

**BRIARWOOD**  
**FIRST SECTION**  
AN ADDITION TO THE CITY OF GREENWOOD, INDIANA

CURVE DATA				
NUMBER	DELTA	RADIUS	TANGENT	LENGTH
1	89°08'00"	107.32'	103.90'	167.26'
		137.52'	135.45'	213.93'
		167.52'	165.00'	260.60'
2	47°36'43"	42.00'	18.53'	34.90'
		72.00'	31.77'	58.12'
		102.00'	45.00'	82.34'
3	80°55'52"	106.00'	62.35'	112.73'
		136.00'	80.00'	144.63'
		166.00'	97.65'	176.53'



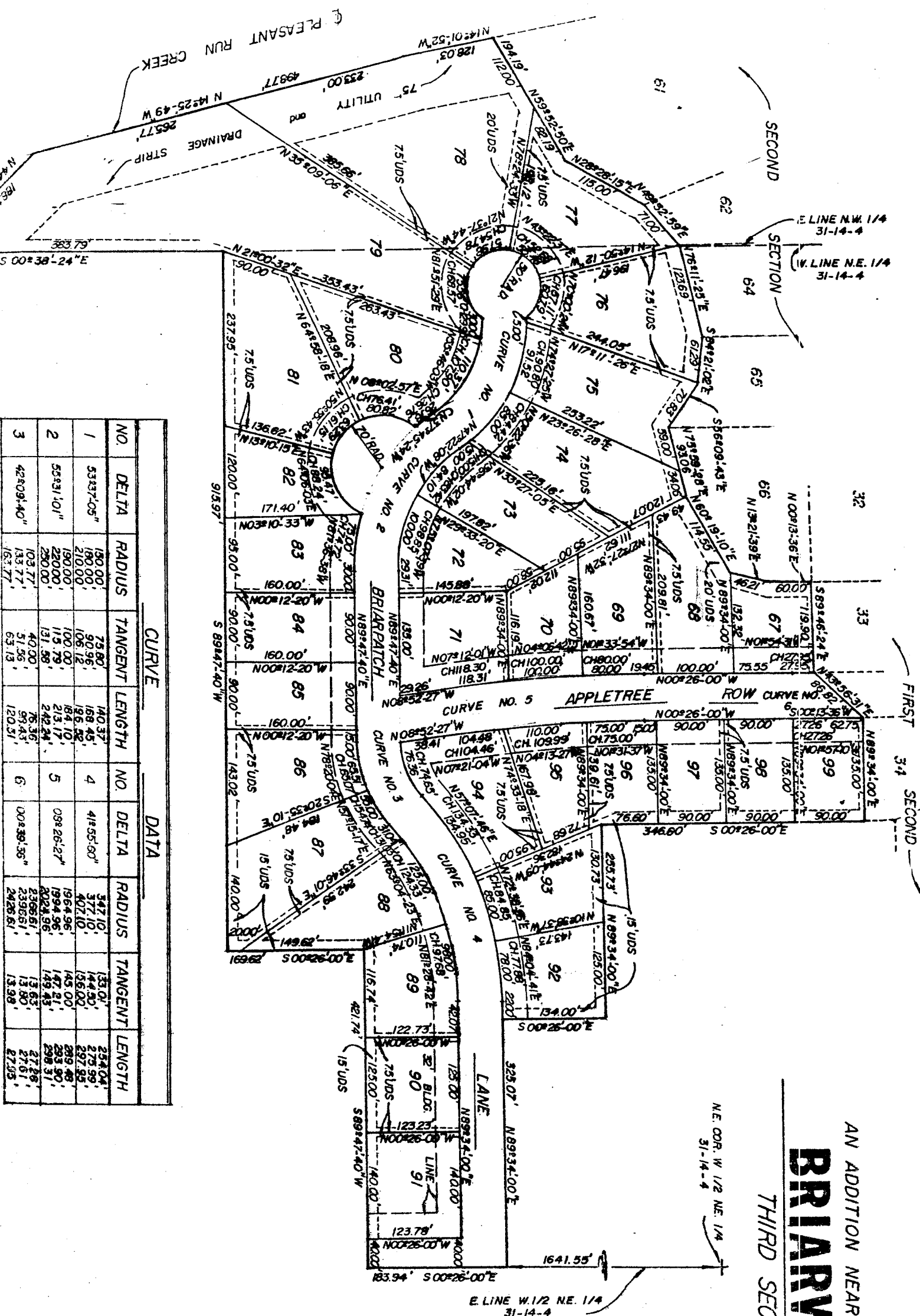
**BRIARWOOD**  
SECOND SECTION

AN ADDITION NEAR GREENWOOD, IND.

# BRIARWOOD

THIRD SECTION

N.E. COR. W 1/2 NE. 1/4  
31-14-4



CURVE							DATA						
NO.	DELTA	RADIUS	TANGENT	LENGTH	NO.	DELTA	RADIUS	TANGENT	LENGTH				
1	53°37'05"	180.00'	75.80'	140.37'	4	41°55'30"	347.10'	144.30'	254.04'				
2	55°31'01"	190.00'	90.95'	168.45'	5	03°26'27"	1964.96'	147.21'	293.90'				
3	42°09'40"	210.00'	106.12'	186.58'	6	00°39'35"	2366.51'	13.65'	27.89'				
		280.00'	131.88'	242.24'			2392.51'	13.80'	27.01'				
		280.00'	133.77'	263.36'			2426.51'	13.99'	27.35'				

