



LAKEVIEW ADDITION



LAKEVIEW COMMUNITY PARK

FRANK BONER COURT

HAWK COURT

SOLD
88

MAIN STREET

DEER STREET

PATTERSON STREET

ALEXANDER STREET

MIDDLE STREET

BROADWAY DRIVE

A RESUBDIVISION OF LAKEVIEW ADDITION
Greenwood, Indiana

KNOW ALL MEN BY THESE PRESENTS, that Greenwood Developers, Inc. and George F. Alexander and Marcelene Snow Alexander, husband and wife, being the owners in fee simple of the following described real estate in Johnson County, State of Indiana, To-Wit:

A part of the south half of the north half of section 33, township 14 north, range 4 east of the 2nd principal meridian described as follows:

Beginning at the southwest corner of the east half of the north-west quarter of said section and running northerly on a bearing of north 2 degrees and 3 minutes and 30 seconds east 460.00 feet; thence north 89 degrees and 59 minutes and 17 seconds east 130.00 feet; thence north 38 degrees and 27 minutes and 17 seconds east 74.00 feet; thence north 60 degrees and 21 minutes and 50 seconds east 205.00 feet; thence north 44 degrees and 20 minutes and 17 seconds east 195.00 feet; thence north 13 degrees and 58 minutes and 30 seconds east 118.00 feet; thence north 0 degrees and 30 minutes and 30 seconds east 90.00 feet; thence south 83 degrees and 50 minutes and 30 seconds east 170.00 feet; thence south 89 degrees and 31 minutes and 37 seconds east 220.00 feet; thence north 86 degrees and 47 minutes and 30 seconds east 228.00 feet; thence south 79 degrees and 13 minutes and 23 seconds east 82.00 feet; thence south 65 degrees and 04 minutes and 30 seconds east 170.78 feet; thence south 61 degrees and 54 minutes and 30 seconds east 290.83 feet; thence south 1 degree and 55 minutes and 30 seconds west 731.80 feet; thence south 90 degrees and 0 minutes west 1620.35 feet to the place of beginning, excepting therefrom a tract of land beginning at the southeast corner of the above described tract; thence north 240.45 feet; thence west 33 feet; thence south 43 feet; thence east 16.5 feet; thence south 197.45 feet; thence east 16.5 feet to the place of beginning, excepting also, all of lot 17 in the original Lakeview Addition; containing 29.00 acres, more or less, subject to all legal easements.

Do hereby certify that they have laid off, platted and subdivided said real estate in accordance with the accompanying plat, and that the lands contained therein are the same as contained in that previously platted as "LAKEVIEW ADDITION, GREENWOOD, INDIANA".

This plat shall be known as "A RESUBDIVISION OF LAKEVIEW ADDITION (1st Sect.) to the Town of Greenwood, Indiana".

All streets and parts of public roads shown on the plat and heretofore not dedicated, are hereby dedicated to the public.

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 not to exceed two stories in height and a private garage for not more than two cars.

No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 900 square feet for a one story dwelling, nor less than 768 square feet for a dwelling of more than one story.

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event no building or accessory building shall be located on any lot nearer than 35 feet to the front lot line or nearer than 35 feet to any side street line, with the exception of lots 82 and 93 where the building set-back lines deviate from 35 feet. No accessory building shall be located on any interior

lot nearer than 7.5 feet to the rear lot line.

No dwelling shall be erected or placed on any lot having an area of less than 7,500 square feet.

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

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. No fence or screen planting of over 36 inches in height shall be permitted from the building setback line to the front lot line. No trees shall be located nearer than 10 feet to the front lot line of any lot.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

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 the builder to advertise the property during the construction and sales period.

No oil drilling, oil development operations, oil refining, quarrying operations or mining operations of any kind shall be permitted upon or in any lot at any time, 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.

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 kept, bred or maintained for any commercial purpose.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or 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.

No individual water supply system shall be permitted on any lot. The public water supply system shall be the only means of water supply.

No individual sewage disposal system shall be permitted on any lot. The public sewage system shall be the only means of sewage disposal.

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 lines 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 property 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 obstruction of such sight lines.

No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line or edge of the lake or any of the easements used for drainage.

The lake and easements connected thereto are for the primary purpose of storing and controlling storm water. The duly elected officials of the Town of Greenwood shall have the right to control the level of

the level of the water in the lake in any manner that shall seem advisable to them. The area of land indicated on the recorded plat as "LAKE" is hereby dedicated to public use together with both drainage strips at either end of said lake.

No building shall be erected, placed on or altered on any of these lots in this addition until the building plans, plot plans and specifications showing the location thereof have been approved in writing by Greenwood Developers, Inc. for conformity and harmony of external design with existing structures in this area. After January 1, 1975, the then owners of a majority of the lots in this addition subject to the covenants herein set forth may designate in writing, duly recorded among the land records, their authorized representatives, who thereafter shall have all the powers, subject to the above limitations, as were previously delegated herein to the said Greenwood Developers, Inc.

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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless 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.

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.

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.

IN WITNESS WHEREOF, this 20th day of December, 1955, Greenwood Developers, Ind., has hereunto caused it's name to be subscribed and it's corporate seal to be affixed and the same to be attested by the signature of two of it's officers, namely Leonard Patterson, President, and George F. Alexander, Vice President, and Josephine Patterson, Secretary.

GREENWOOD DEVELOPERS, IND.

s/ Leonard Patterson
President

s/ George F. Alexander
Vice President

ATTEST: Josephine Patterson
Secretary

IN WITNESS WHEREOF, this 20th day of December, 1955, George Frank Alexander and Marcelene Snow Alexander, husband and wife, of Johnson County, Indiana have caused their names to be subscribed to.

s/ George Frank Alexander

s/ Marcelene Snow Alexander

Entered for taxation January 13, 1955

Recorded at 2:45 p.m. on January 13, 1956, and entered on page No. 31-6 of Plat Book No. 4 with file No. 8952

s/ W. Russell Poe
Recorder of Johnson Co.