MEADOWGLEN SUBDIVISION – FIFTH SECTION

CITY OF GREENWOOD
RESTRICTIVE COVENANTS

All lots in this subdivision shall be controlled by the City of Greenwoods Zoning Ordinance No. 82-1 under the zoning classification of R-2A by present and future owners or occupants and shall be subject to the following restrictive covenants, which shall run with the land.

1. There are strips of land marked "Drainage Easements" shown on this plat which are hereby reserved for the installation and maintenance of drainage improvements. Owners of property within this plat shall take their titles subject to the easements hereby created with the following conditions:
   A. Drainage swales (Ditches) along dedicated roadways and within the right-of-way, or dedicated easements, are not to be altered, dugout, filled in, tiled or otherwise changed without written permission of the Greenwood Board of Public Works and Safety. Property owners must maintain these swales as sodded grassways, or other noneroding surfaces. Water from roofs and parking areas must be confined on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when approved sized culverts, their locations and/or other structures are approved in writing by the Greenwood D.P.W. & S.
   B. 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 Ten (10) days notice by Certified Mail to repair said damages, after which time, if no action is taken, the Greenwood D.P.W. & S. will cause such repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment. Failure to pay the bill will result in a lien against the property.

2. There are strips of land marked "Utility Easements" shown on this plat which are hereby reserved for public utilities, not including transportation companies, which are hereby reserved for public utilities serving the public with electricity, gas, telephone, water and cable television facilities, for the installation and maintenance of poles, mains, ducts, lines and wires. Owners of property within this plat shall take their title subject to the easement hereby created.

3. There are strips of land marked "Sanitary Sewer Easement" shown on this plat which are hereby reserved for utilities serving this subdivision with sanitary sewer facilities, for the maintenance of mains, manholes, cleanouts on the main and other structures. Owners of property within this plat shall take their title subject to the easement hereby created.

4. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of unfinished basements, open porches and garages shall be not less than 900 square feet for a one story dwelling, nor less than 750 square feet for a dwelling of more than one story, but any multi-level dwelling shall not be less than 900 square feet total, and shall not exceed three stories or twenty-five feet in height above finish grade.

5. 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 set back line as shown on the above plat. No building shall be located nearer than eight (8) feet to a side yard line. No building shall be erected closer than twenty (20) feet to the rear lot line, or 20 percent of the lot depth front to back.

6. No trailer, shack, shed, tent or temporary building shall be used for temporary or permanent residence on any lot in this subdivision, and any garage, tool shed or detached storage building erected or used accessory to a residence in this subdivision, shall be of a permanent type of construction and conform to the general architecture and appearance of such existing dwelling.

7. Recreational vehicles, boats and non-used vehicles; all boats, non-motorized recreational vehicles and non-used or non-operational vehicles shall be kept in either the dwelling, garage, basement, or utility building.

8. Animals: No animals, livestock or poultry shall be raised, bred or kept upon any lot except that dogs, cats or other household pets may be kept, provided that they are not bred or maintained for any commercial purpose.

9. Architectural Design and Environmental Control: No building, fence, wall or other structure shall be erected, placed, and altered on any building lot in this subdivision until the building plans, specifications and plot plans showing the location of such structures have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevations by the Architectural and Environmental Control Committee. This Committee shall be composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. The Committee's approval or disapproval as required in this covenant shall be in writing. In the event that said written approval is not received from the Committee within fourteen (14) days from the date of submission, it shall be deemed that the Committee had disapproved the presented plan. Neither the committee members or the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

10. The right to enforce the foregoing provisions, restrictions and covenants both to prevent the violation thereof and to recover damages is hereby dedicated and reserved to the owners of lots in this subdivision, their heirs, and or assignes and shall be and continue in full force and effect for a period of twenty-five (25) years from the date hereof; and may be continued for successive periods of ten (10) years each by a vote of the then owners of a majority of the total lots in this subdivision. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

11. 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.

12. The finished yard elevation at the dwelling site and side yards on lots in this subdivision shall be not less than the elevations (U.S.G.S. Datum) shown on the general development plan on file in the office of the Plan Commission, City of Greenwood.

STATE OF INDIANA)
)
COUNTY OF JOHNSON)

We, the Undersigned, Melvin Shufflebarger and Jacqueline V. Shufflebarger, owners of the Real Estate shown, do certify that we caused the above described Real Estate to be laid off, platted and subdivided in accordance with the plat. The streets and public right-of-ways shown hereon, subject to construction standards and acceptance, are hereby dedicated for public use, to be owned and maintained by the City of Greenwood.

Melvin Shufflebarger Jacqueline V. Shufflebarger

STATE OF INDIANA)
)
COUNTY OF JOHNSON)

I, Lisa S. Foley, a Notary Public in and for said County and State, do hereby certify that Melvin Shufflebarger and Jacqueline V. Shufflebarger personally appeared before me this day in person and acknowledged that they signed the above certificate as their own free and voluntary act and deed for the uses and purposes herein set forth.

Given under my hand and Notary Seal this 23 day of August, 19 88.

My Commission Expires: 2-28-92

Notary Public Name Printed:
Printed Here: Lisa S. Foley
Signature: Lisa S. Foley
County of Residence: Johnson

NOTARY PUBLIC SEAL INDIANA

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 8th day of June, 19 88.

Designated Official - Floyd Estes, President Attested - Clinton E. Ferguson, Director

BE 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 15th day of August, 19 88.

Jeanette L. Surina, Mayor Richard Heiney, Member Wilson Crawford, Member

Attest: Genevieve Worsham
Clerk Treasurer

Entered for taxation this 16 day of August, 19 88.

Betty Seringer
Betty Seringer, Auditor
Johnson County, Indiana

No. 29694 Received for record in Plat Book C, Page 369-370.
Received for record this 16th day of AUGUST, 19 88, at 1:03 P.M.
Fee: $13.00

Jacqueline E. Keller
Jacqueline E. Keller
Johnson County, Indiana

Charles R. Combest
Charles Combest, Assessor
Johnson County, Indiana

PREPARED BY:
KENNETH ZUMSTEIN
KOE ENGINEERING, INC.
70 EAST MAIN STREET
GREENWOOD, INDIANA 46143
PH. (317) 881-1537

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