

PEBBLE HILL

SIXTH SECTION

KNOW ALL MEN BY THESE PRESENTS, that SMT Company, an Indiana Company, being the owner in fee simple of the following described real estate in Johnson County, Indiana to-wit:

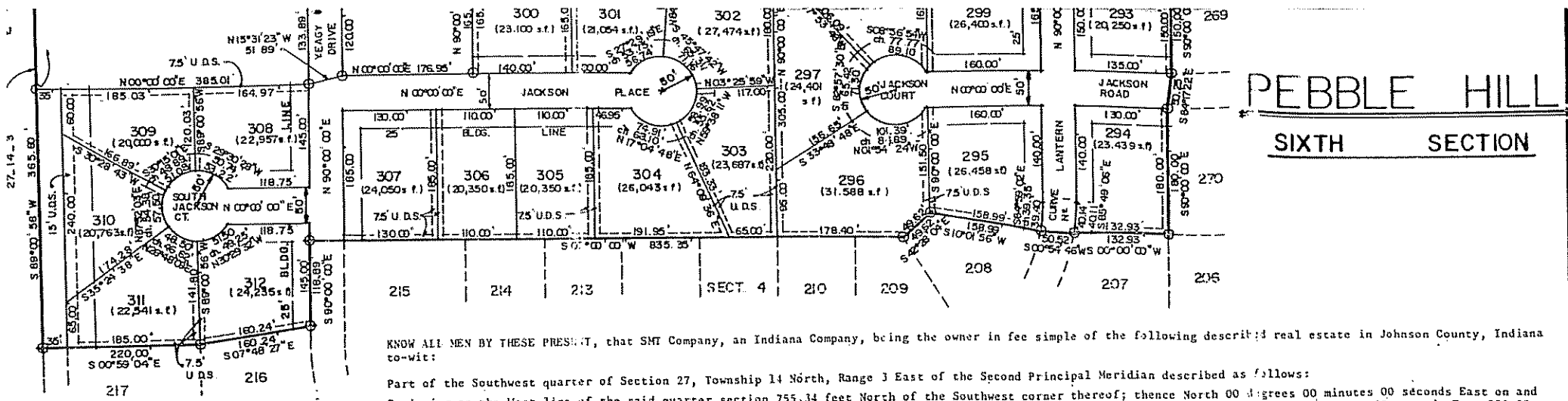
Part of the Southwest quarter of Section 27, Township 14 North, Range 3 East of the Second Principal Meridian described as follows:

Beginning on the West line of the said quarter section 755.34 feet North of the Southwest corner thereof; thence North 00 degrees 00 minutes 00 seconds East on and thence South 90 degrees 00 minutes 00 seconds East 385.00 feet; thence North 21 degrees 48 minutes 05 seconds East 134.63 feet; thence North 90 degrees 00 minutes 00 seconds East 180.00 feet; thence South 00 degrees 00 minutes 00 seconds East 150.00 feet; thence South 84 degrees 17 minutes 22 seconds East 50.25 feet; thence South 90 degrees 00 minutes 00 seconds East 180.00 feet; thence South 00 degrees 00 minutes 00 seconds West 5.00 feet; thence South 90 degrees 00 minutes 00 seconds West 132.93 feet; thence South 00 degrees 00 minutes 00 seconds West 835.35 feet; thence South 90 degrees 00 minutes 00 seconds East 118.89 feet; thence South 07 degrees 42 minutes 28 minutes 04 seconds East 49.62 feet; thence South 00 degrees 00 minutes 00 seconds West 89 degrees 00 minutes; thence South 89 degrees 00 minutes; thence South 10 degrees 01 minutes 56 seconds West 158.99 feet; thence South 42 degrees 28 minutes 04 seconds East 49.62 feet; thence South 00 degrees 00 minutes 00 seconds East 220.00 feet to the south line of the said quarter section; thence North 00 degrees 00 minutes 00 seconds East 176.95 feet; thence South 27 degrees 00 minutes 00 seconds East 160.24 feet; thence South 00 degrees 00 minutes 00 seconds East 59 minutes 04 seconds East 220.00 feet to the south line of the said quarter section; thence North 15 degrees 31 minutes 23 seconds West 51.89 feet; thence North 00 degrees 00 minutes 00 seconds East 176.95 feet; thence North 00 degrees 00 minutes 00 seconds East 385.01 feet; thence North 00 degrees 00 minutes 00 seconds East 125.00 feet; thence North 90 degrees 00 minutes 00 seconds West 165.00 feet; thence North 84 degrees 17 minutes 22 seconds East 165.00 feet; thence North 00 degrees 00 minutes 00 seconds East 385.00 feet to the Place of Beginning containing 24.080 acres, more or less, subject to all legal Rights-of-Way and Easements.

and 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 subdivision shall be known as "Pebble Hill, Sixth Section", in White Township, Johnson County, Indiana. That 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, to-wit:

1. No building shall be erected, altered or placed or permitted on any lot other than the single-family dwelling, not to exceed one and one-half (1½) stories in height and no lot shall be used except for residential purposes. No building shall be erected, altered or placed or permitted on any lot other than the single-family dwelling, not to exceed one and one-half (1½) stories in height and no lot shall be used except for residential purposes. No building shall be erected, altered or placed or permitted on any lot other than the single-family dwelling, not to exceed one and one-half (1½) stories in height and no lot shall be used except for residential purposes.

2. No building shall be erected, placed or altered on any lot until the builder, construction plans, specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the design, color and quality of workmanship and materials, harmony 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 until the builder, construction plans, specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the design, color and quality of workmanship and materials, harmony 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 until the builder, construction plans, specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the design, color and quality of workmanship and materials, harmony with existing structures, and as to location with respect to topography and finish grade elevation.



KNOW ALL MEN BY THESE PRESENTS, that SMT Company, an Indiana Company, being the owner in fee simple of the following described real estate in Johnson County, Indiana to-wit:

Part of the Southwest quarter of Section 27, Township 14 North, Range 3 East of the Second Principal Meridian described as follows:

Beginning on the West line of the said quarter section 755.34 feet North of the Southwest corner thereof; thence North 00 degrees 00 minutes 00 seconds East on and thence South 00 degrees 00 minutes 00 seconds East 385.00 feet; thence North 21 degrees 17 minutes 22 seconds East 50.25 feet; thence South 90 degrees 00 minutes 00 seconds West 5.00 feet; thence South 90 degrees 00 minutes 00 seconds East 150.00 feet; thence North 90 degrees 00 minutes 00 seconds East 180.00 feet; thence South 00 degrees 00 minutes 00 seconds West 132.93 feet; thence South 00 degrees 00 minutes 00 seconds East 54 minutes 46 seconds West 50.52 feet; thence South 10 degrees 01 minutes 56 seconds West 158.99 feet; thence South 42 degrees 28 minutes 04 seconds East 49.62 feet; thence South 00 degrees 00 minutes 00 seconds East 835.35 feet; thence South 90 degrees 00 minutes 00 seconds East 118.89 feet; thence South 07 degrees 27 seconds East 160.24 feet; thence South 00 degrees 59 minutes 04 seconds East 220.00 feet to the south line of the said quarter section; thence South 89 degrees 00 minutes 00 seconds West on and along the said line 365.60 feet; thence North 00 degrees 00 minutes 00 seconds East 176.95 feet; thence North 15 degrees 31 minutes 23 seconds East 51.89 feet; thence North 00 degrees 00 minutes 00 seconds East 176.95 feet; thence North 00 degrees 00 minutes 00 seconds East 125.00 feet; thence North 90 degrees 00 minutes 00 seconds West 165.00 feet; thence North 84 degrees 17 minutes 22 seconds West 50.25 feet; thence North 90 degrees 00 minutes 00 seconds West 385.00 feet to the Place of Beginning containing 24.080 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 subdivision shall be known as "Pebble Hill, Sixth Section", in White Township, Johnson County, Indiana. That 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, to-wit:

Each lot shall be used except for residential purposes. No building shall be erected, altered or placed or permitted on any lot other than the single-family dwelling, not to exceed one and one-half (1½) stories in height and not to accommodate for more than two (2) cars.

No building shall be erected, placed or altered on any lot until the builder, construction plans, specifications and a plan showing the location of the structure 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, altered or placed on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part 12.

No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,200 square feet for a one-story dwelling, nor less than 1,500 square feet for a dwelling of more than one story.

No dwelling shall be permitted on any lot unless it has at least 50 percent coverage of brick or stone veneer construction and masonry chimney.

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 25 feet to the front lot line, or nearer than 25 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, 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.

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.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 7.5 feet of each lot.

No time shall any unlicensed, unoperative automobile or truck be permitted on any lot.

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 on any lot in the front or side yard.

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.

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 representative shall be entitled to any compensation for services performed under 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 to alter to it any of its powers and duties.

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 the 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 nevertheless be deemed to have been fully complied with.

Written approval of the Architectural Control Committee, and where, in the opinion of the said Committee, the location will not detract materially from the appearance and value of other properties, a dwelling may be located on any lot nearer to a street than above provided, but not nearer than 25 feet to any street line.

Drainage easements 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 plat on file with the Johnson County Plan Commission.

Individual water supply system or sewage disposal system shall be permitted on any lot unless such system is approved by Johnson County and is located and constructed in accordance with requirements, standards, and regulations of the Indiana State Board of Health.

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 one sign used by a builder to advertise the property during the construction and sales period.

No oil drilling, oil development operation, 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 on any lot 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 bred, kept or maintained for any commercial use.

No lot shall be used or maintained as 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 waste shall be kept in a clean and sanitary condition.

No signs shall be placed or permitted on any corner lot within the triangular area formed by the street property lines extended. The same shall be limited to signs not exceeding 6 feet in height above roadway shall be placed or permitted on any corner lot within the triangular area formed by the street property lines extended. The same shall be limited to signs not exceeding 6 feet in height above roadway shall be placed or permitted on any corner lot within the triangular area formed by the street property lines extended.

seconds West 50.25 feet; thence North 90 degrees 00 minutes 00 seconds West 385.00 feet to the Place of Beginning containing 24.080 acres, more or less, in Johnson County, Indiana, in White River Township, Johnson County, Indiana. That 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, to-wit:

- 1. No lot shall be used except for residential purposes. No building shall be erected, altered or placed or permitted on any lot other than the single-family dwelling, not to exceed one and one-half (1½) stories in height and garage for not more than two (2) cars.
- 2. No building shall be erected, placed or altered on any lot until the builder, construction plans, specifications and a plan showing the location of the structure 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 Part 12.
- 3. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,200 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one story.
- 4. No dwelling shall be permitted on any lot unless it has at least 50 percent coverage of brick or stone veneer construction and masonry chimney.
- 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 setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 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, 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.
- 6. 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.
- 7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 7.5 feet of each lot.
- 8. At no time shall any unlicensed, unoperative automobile or truck be permitted on 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. 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.
- 11. 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 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.
- 12. 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 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.
- 13. With written approval of the Architectural Control Committee, and where, in the opinion of the 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.
- 14. 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 the Johnson County Plan Commission.
- 15. No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is approved by Johnson County and is located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health.
- 16. 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.
- 17. No oil drilling, oil development operation, 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.
- 18. 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 use.
- 19. No lot shall be used or maintained as 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.
- 20. 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 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 intersections 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 distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.
- 21. Any field tile or underground drain which is encountered in construction or 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.
- 22. 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.
- 23. Invalidation of any one of these covenants by judgement 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 indenture has been executed by the undersigned officers of SMT Company, for and in behalf of such company, this 12th day of April, 1978

ATTEST:
Harold C. Miller
 Harold C. Miller, Partner

SMT COMPANY
Robert W. Stephens
 Robert W. Stephens, Partner

STATE OF INDIANA)
 COUNTY OF JOHNSON) SS Before me, the undersigned, a notary public in and for said county and state, personally appeared Robert W. Stephens and Harold C. Miller, Partners of the SMT Company and acknowledged the execution of the foregoing indenture, for and in behalf of such company, as their duly authorized acts, this 12th day of April, 1978.

I, Robert M. Murray, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana, and that this plat is true and correct.

Robert Murray
 Robert M. Murray
 Registered Land Surveyor # 10194
 Date: APRIL 12, 1978

WITNESS MY HAND AND NOTARIAL SEAL
 My Commission Expires
 1981

Maria M. Beltz
 Notary Public
 Johnson County

Under Authority provided by Chapter 47, Acts of 1951, of the General Assembly, State of Indiana, plat was given approval by the Board of County Commissioners of Johnson County, Indiana, at a meeting held on the 17th day of APRIL, 1978

Eugene L. Barger William R. Drake Kedric Sturgeon
 Eugene L. Barger William R. Drake Kedric Sturgeon

Approved by the Johnson County Plan Commission at a meeting held 17th day of November, 1975.

Approved by the Johnson County Drainage Board this 17th day of November, 1975.