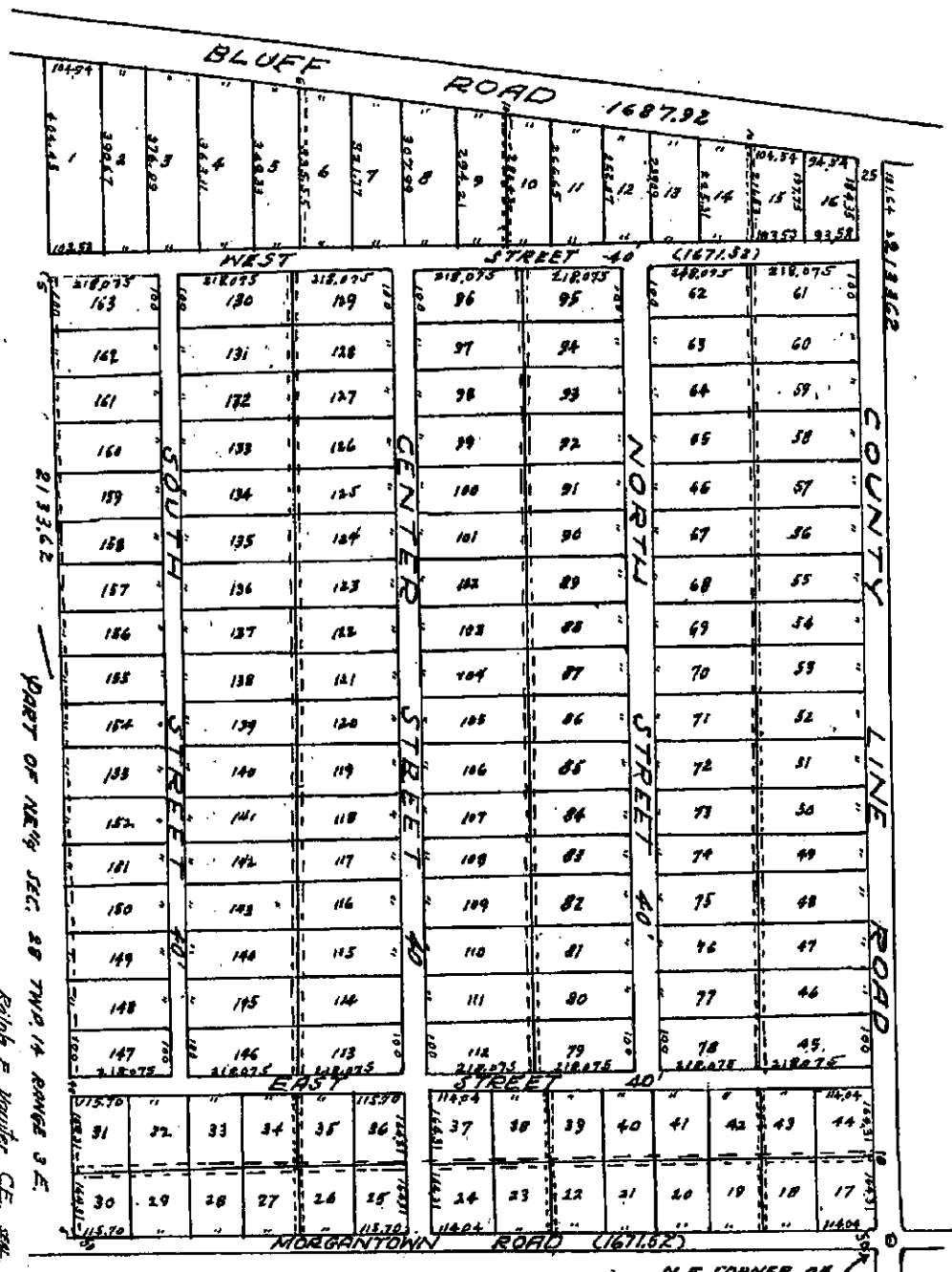


N.E. CORNER OF  
N.E. 1/4 OF SEC. 28,  
T714 N. R 3 E.

RICHARDS AND LANDERS

BY



Scale, 1" = 300'

N.E. CORNER OF  
N.E. 1/4 OF SEC. 28,  
T14 N. R. 3 E.

Apr. 1950

## Richardson v Sanders Mpt. Plaintiff Sub-Division

Know all men by these presents: that Harry L. Richardson and Florence L. Richardson, husband and wife, of Johnson County, State of Indiana, being the owners in fee simple of the following described real estate in Johnson County, State of Indiana, to-wit:

Part of the northeast quarter of section 28, Township 14 north, Range 3 east of the second principal meridian, described as follows, to-wit: beginning at the northeast corner of said quarter section; thence south 167<sup>o</sup>.52 feet; thence west 2133.63 feet; thence north 577.65 feet; thence west 335.55 feet to the middle of the Bluff Fork; thence northwesterly with the middle line of said road 1165.23 feet to the north line of said quarter section; thence east 2315.26 feet to the place of beginning;

do hereby make, plat, sub-divide, lay off and dedicate said described real estate into lots and streets in accordance with the plat hereto attached which sub-division shall be known as "Richardson v Sanders Mpt. Plaintiff Sub-Division", White River Township, Johnson County, Indiana.

That the use of each of said lots as any portion thereof, shall be subject to the following restrictions, which restrictions shall be

4515.26 give no new power of reversioning,  
no hereby made, plat, sub-division, lay off and dedicate said described  
land estate into lots and streets in accordance with the plat hereto  
attached which sub-division shall be known as "Richardson & Sanders"  
Mts. Pleasant Sub-division," White Pine Township, Jefferson County, Montana.  
That the use of each of said lots as any partition thereof shall  
be subject to the following restrictions, which restrictions shall be  
considered and are hereby declared to be covenanted running with  
the land, which said restrictions covenanted are as follows, to wit:

1. The front line of all dwellings on all lots, with the exception  
of lots 5 to 16 inclusive, shall set back 50 feet from the front  
property line; on lots 5 to 16 inclusive the front line of all dwellings  
shall set back 75 feet from the front property line. No building  
shall extend within 15 feet of the side line of any lot.
2. Any shade trees planted upon any lots in this sub-division  
shall set back at least 10 feet from the front property line.
3. No persons of any race other than the White or Caucasian  
race shall use or occupy any building on any lot, except that  
this covenant shall not prevent occupancy by domestic servants of a  
different race domiciled with an owner and tenant.
4. With all dwellings erected in this sub-division there shall be  
installed a sanitary toilet tank equipped with adequate absorption

2. Any grade well placed upon any nose on nose surface shall set back at least 10 feet from the front property line.

3. No persons of any race other than the White or Caucasian race shall use or occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

4. With all dwellings erected in this sub-division there shall be installed a sanitary (septic) tank equipped with adequate absorption beds of a type and construction approved by the (Indiana) State Board of Health; no outside toilets shall be erected on any of the lots in this sub-division.

5. All lots in this sub-division shall be used for residential purposes only except lots 13 to 16 inclusive; any business building erected on lots 13 to 16 inclusive shall conform to the set back line provided in item 6 and above and shall in all other respects conform to the restrictions herein set forth.

6. No line shall be raised, kept or maintained on any of the lots in this sub-division.

7. No dwelling shall be erected on any lot which contains less than five rooms; and one story dwellings shall have at least 150 square feet of area on the first floor; one and a half or two story dwellings shall have at least 250 square feet of area on the first floor; such dwelling shall be set on a permanent foundation; it shall be constructed of brick, concrete, tile, brick, stone or frame; the outside of such a building shall be finished, but such outside shall not be tax paper, tax shingle or native siding. One dwelling may be erected on two or more lots if desired. Only one dwelling may be erected on one lot.

8. The sides of the lots and streets are as shown on the plat attached hereto; lots 17 to 34 and 37 to 44 are 164.31 feet east and west by 114.04 feet north and south; lots 35 to 36 are 164.31 feet east and west by 115.70 feet north and south; lots 5 to 15 are each 103.50 feet on the east line and 104.54 feet on the west line; lots 16 and 23-33 feet on the east line and 94.54 feet on the west line; all of the west of the lots in this sub-division are 212.075 feet north and south; and 100 feet east and west.

9. Nothing except a dwelling, constructed in accordance with the provisions herein shall, be ... .. On ... ..

lines! All of the rest of the lot in this sub-division and 501-505 feet north and south and 100 feet east and west.

9. Nothing except a dwelling, constructed in accordance with the provisions herein stated, shall be erected, for either temporary and permanent residential purposes. No tent, shack and trailer shall be erected on any of the lots and no shed for storage purposes. No building shall be erected in and transformed into this sub-division which by reason of its type, plan or construction will materially lessen the value of other properties in the same vicinity.

11. The drainage shown extending across this sub-division in all particulars and direction shall not in any manner be protected, changed or obstructed.

12. The lots in this sub-division are subject to an easement for installation and maintenance of public utility service, the location of poles, lines and other plants.

13. George S. Truda de la Paro, Thomas S. Trubard, Andrew and next heirs owners of the lands herein situated shall maintain, build, locate in this sub-division water or sewer lines and water, gas, electric and other lines and shall maintain the responsibility for such maintenance until such time as the County of Johnson assumes the





15. Enrolment of any one of these covenants by judgment A-516  
or court order shall in no wise affect any of the other provisions  
which shall remain in full force and effect.

We Witness Whereof, the said Henry J. Richards and Florence E.  
Richards, husband and wife, have hereunto set their hands this  
12<sup>th</sup> day of April, 1947.

Florence E. Richards

Henry J. Richards

State of Louisiana,  
County of Johnson, ss:

Before me, Carlton Shuck, a Notary Public, in and for said  
County and State, personally appeared Henry J. Richards and  
Florence E. Richards, husband and wife, who acknowledged the  
signing and execution of the foregoing instrument.

Witness my hand and Notarial Seal this 12<sup>th</sup> day of April, 1947.

Carlton Shuck.

(1801)

appearance, husband and wife; name remains as ever since - - -  
12th day of April, 1947.

Flora E. Richards  
Harry L. Richards

State of Indiana,  
County of Johnson, ss.

Before me, Carlton Luck, a Notary Public, in and for said  
County and State, personally appeared Harry L. Richards and  
Flora E. Richards, husband and wife, who acknowledged the  
beginning and execution of the foregoing instrument.

Witness my hand and Notarial Seal this 12th day of April, 1947.

(Seal)  
Carlton Luck.  
Notary Public  
My commission expires February 27, 1950.  
Flora E. Richards, F. S. Co.  
Recorded April 29, 1947 at 10:50 A.M.