

RESTRICTIVE COVENANTS
SOUTHWAY
BARGERSVILLE, INDIANA

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8. 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.

9. 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 upon any lot.

10. No unsightly, noxious or offensive activity shall be permitted or 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, being that area of the lot between the rear of the residence and the street right-of-way line.

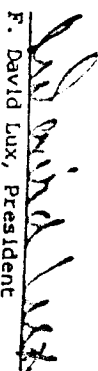
11. At no time shall any unlicensed, inoperative automobile or truck be stored or permitted on any lot outside of the garage.

12. No individual water supply system or sewage disposal system shall be permitted on any lot.

13. The Architectural Control Committee is composed of two 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 member 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. Four years after the date of recordation, 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.

14. The Architectural Control Committee approval or disapproval as required in these Covenants shall be in writing, within thirty (30) days, if possible. Failure to disapprove plans and specifications in writing shall not be construed as constituting the approval thereof.

15. 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, and further, that portion of natural waterways through a lot shall be maintained by the Owner thereof.

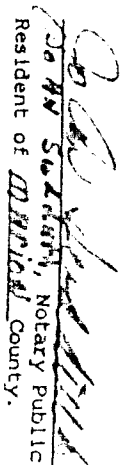

F. David Lux, President
Luxhart Corporation

State of Indiana)
County of Johnson) SS:

I, Joseph Sadduth, a Notary Public in and for said County do hereby certify that F. David Lux, President of the Luxhart Corporation, personally known to be the same person whose name is subscribed to the above certificate appeared before me this day in person and acknowledged that he signed the above certificate as his own free and voluntary act and deed for the uses and purposes therein set forth.

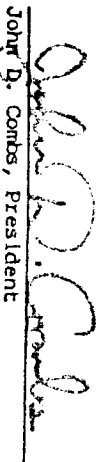
My Commission Expires:

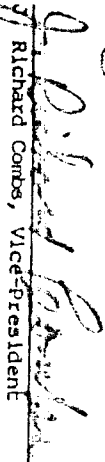
1-14-97


Joseph Sadduth, Notary Public
Resident of Marshall County.

State of Indiana)
County of Johnson) SS:

Approved by the Town Council of Bargersville, Indiana, this 22nd day of November, 1993.


John D. Combs, President


Richard Combs, Vice-President


Paul C. Goodnight

DESCRIPTION

A part of the Southwest Quarter of Section 35, Township 13 North, Range 3 East of the Second Principal Meridian, Town of Bargersville, Indiana, described as follows:

BEGINNING at the Southwest corner of said Quarter Section; thence North 00 degrees 50 minutes 20 seconds East (Assumed Bearing) along the West line of said Quarter Section 1015.91 feet; thence South 89 degrees 50 minutes 20 seconds East 1043.04 feet to the Northwest corner of Grabeel Subdivision recorded in Plat Book C, Pages 271-272, in the records of the Recorder of Johnson County, Indiana; thence South 00 degrees 53 minutes 40 seconds West along the Westerly line of last said Grabeel Subdivision and the extension thereof 738.22 feet; thence North 89 degrees 55 minutes 10 seconds West 350.00 feet; thence South 00 degrees 57 minutes 20 seconds West 275.26 feet to a point on the South line of said Quarter Section; thence South 90 degrees 00 minutes 00 seconds West 691.80 feet to the Point of Beginning, containing 22.067 acres, more or less, subject to all legal rights-of-way, easements and restrictions.

The undersigned, F. David Lux, President of the Luxhart Corporation, the Owner of the real estate shown and described herein, does hereby lay off, plat and subdivide said real estate into lots and streets in accordance with the plat hereon, said Subdivision to be known as "SOUTHWAY", a Subdivision in Bargersville, Johnson County, Indiana. This Subdivision consists of 74 lots, Numbered 1 thru 74 inclusive, with streets as shown hereon. The size of lots and the widths of the streets are shown in figures denoting feet and decimal parts thereof. All streets as shown on this plat and heretofore not dedicated, are hereby dedicated to public use.

There are strips of ground marked "Utility and Drainage Easement" shown on this plat which are hereby reserved for Public Utilities, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. Purchasers of lots in this Subdivision shall take title subject to the easements hereby created and subject at all times to the rights of proper authorities to service the utilities and the easements hereby created, and no permanent structure of any kind, and no part thereof, shall be built, erected or maintained on said "Utility and Drainage Easement."

The lots in the Subdivision and the use of the lots in this Subdivision by present and the future Owners or Occupants shall be subject to the following conditions and restrictions, which shall run with the land.

1. No lot shall be used except for residential purposes and no building shall be erected, altered or placed or permitted on any lot other than the single-family dwelling, not to exceed two (2) stories in height and a garage for not less than two (2) cars, and a storage building not to exceed one story in height and 160 square feet of floor area, said storage building shall conform to the design and exterior materials of the dwelling. Detached garages are not permitted on any lot. An attached garage for at least two (2) cars is mandatory.
2. No building shall be erected, placed or altered on any lot until the builder's construction plan, specifications and plot plan 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. Approval shall be as provided in Covenant No. 14. The Architectural Control Committee shall have no power to approve any construction plan, specifications or plot plan, which is not in conformity with these Covenants.
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 1000 square feet for a one-story dwelling and not less than 800 square feet for a dwelling of more than one story, which dwelling shall have a total living area in both floors of not less than 1400 square feet. The interior of each house shall be in a finished, livable condition prior to an issuance of an Occupancy Permit. All dwellings and attached garages shall have only masonry footings and foundations. No wood foundations shall be permitted. No dwelling of a manufactured or modular type, being a type of dwelling that substantially constructed or assembled elsewhere and transported to the site for final assembly shall be permitted on any lot. No pressed board material of masonite type or vertical aluminum siding shall be used on exterior construction of any dwelling.
4. All driveways shall be paved concrete or asphalt and no less than sixteen (16) feet in width, and that minimum width shall be maintained from the garage door to the street.
5. No building shall be located on any lot nearer to the front lot line or

thereof 738.22 feet; thence North 89 degrees 55 minutes 10 seconds West 350.00 feet; thence South 00 degrees 57 minutes 20 seconds West 275.26 feet to a point on the South line of said Quarter Section; thence South 90 degrees 00 minutes 00 seconds West 691.80 feet to the Point of Beginning, containing 22.067 acres, more or less, subject to all legal rights-of-way, easements and restrictions.

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4. All driveways shall be paved concrete or asphalt and no less than sixteen (16) feet in width, and that minimum width shall be maintained from the garage door to the street.
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, with the total side yard for both sides being not less than 20 feet. For the purpose 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 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.
7. Obstructions, fill, drives or fences which impede or alter the flow of drainage 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 Bargersville Plan Commission.

RESTRICTIVE COVENANTS
SOUTHWAY
BARGERSVILLE, INDIANA

8. 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.

9. 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 upon any lot.

10. No unsightly, noxious or offensive activity shall be permitted or 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, being that area of the lot between the rear of the residence and the street right-of-way line.

11. At no time shall any unlicensed, inoperative automobile or truck be stored or permitted on any lot outside of the garage.

12. No individual water supply system or sewage disposal system shall be permitted on any lot.

13. The Architectural Control Committee is composed of two 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 member 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. Four years after the date of recordation, 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.

14. The Architectural Control Committee approval or disapproval as required in these Covenants shall be in writing, within thirty (30) days, if possible. Failure to disapprove plans and specifications in writing shall not be construed as constituting the approval thereof.

15. 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, and further, that portion of natural waterways through a lot shall be maintained by the Owner thereof.

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. 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, and all existing farm fences bordering on lot shall be maintained by the lot Owner in a condition to contain livestock using contiguous lands. No fence or wall shall be permitted along any property line or in front of any residence between the front building setback line and the street right-of-way line.

17. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other common household pets may be kept provided that they are not bred, kept or maintained for any commercial purpose. Household pets does not include pot-bellied or midget pigs or hogs, exotic animals, and/or other animals that would normally be considered as livestock or zoo animals.

18. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other wastes 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.

19. All utilities placed within this subdivision, whether private, public or individual shall be installed underground.

20. Invalidity 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. These restrictions are hereby declared to be Covenants running with this land and shall be binding on all parties and all persons claiming under them from the date these Covenants are recorded. At any time following recordation, an instrument signed by the Owners of a majority of the lots desiring to change any Covenant or Restriction in whole or in part must be presented to

tion 15, Township 13 North,
Principal Meridian, Town of
Bargersville, Indiana

Quarter Section; thence
East (Assumed Bearing) along
015.00 feet; thence South 89
13.00 feet to the Northwest
Corner of Book C, Pages 271-
272 of Johnson County, Indiana;
40 seconds West along the
boundary and the extension
thereof 55 minutes 10 seconds
East 57 minutes 20 seconds
South along the South Quarter
line 10 seconds West 691.80
feet 22.067 acres, more or
less, together with easements and

Luxhart Corporation, the Owner
does hereby lay off, plat and
its in accordance with the plat
"SOUTHWAY" a Subdivision in Bar-
gersville, Indiana, consisting of 74 lots,
shown hereon. The size of lots
shown hereon in feet and decimal
fractions.

"Drainage Easement" shown on
Utilities, not including
and maintenance of poles,
Purchasers of lots in this
subdivision hereby created and sub-
scribed to service the utilities
shown hereon, and any structure of any kind,
and included on said "Utility and
Drainage Easement" plat.

lots in this Subdivision by
shall be subject to the following
conditions with the land.

residential purposes and no building
shall be erected on any lot other than the
main residence, in height and a garage
building not to exceed one story
above ground level. Detached garages
shall be attached to the main residence
and shall be suitable for at least two (2) cars is

no alterations on any lot until the
final plot plan have been approved
by the local health department as to
the acceptability and quality of
the design with existing struc-
ture and finish grade eleva-
tion. The Architectural Control
Committee shall approve any construction plan,
and conform to these Covenants.

unless the ground floor area
of the main residence and garages, shall
be not less than one and one-half
story, which dwelling shall
be not less than 1400 square feet.
The main residence shall be in
good, livable condition prior to
the sale of the lot and attached garages shall
be on a concrete foundation shall be per-
manent type, being a type of dwell-
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the lot. No pressed board
siding shall be used on ex-

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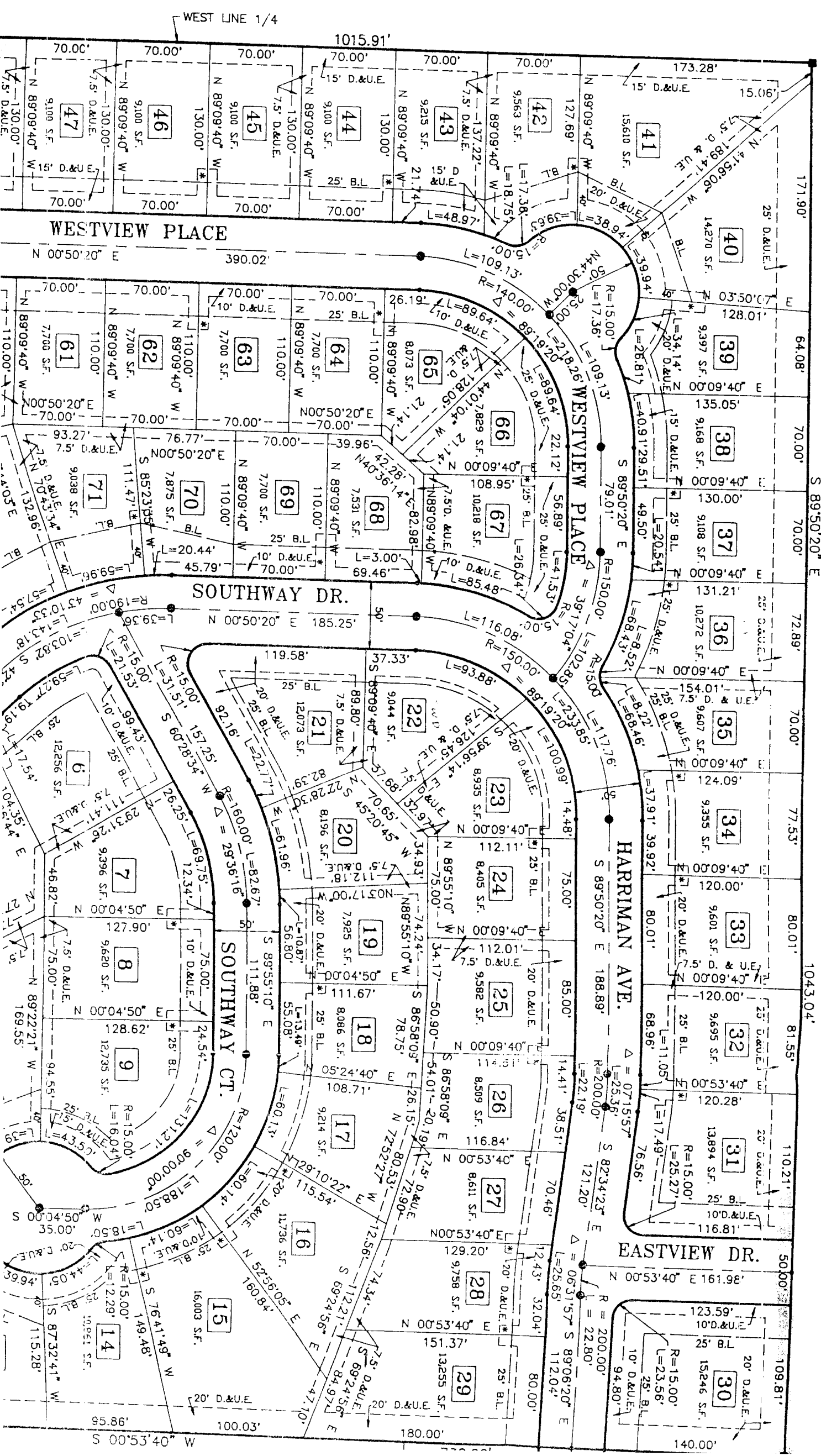
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22. These restrictions and Covenants are enforceable at law and equity by any person or governmental entity with a substantial interest in any real estate located within the Subdivision; by any "governmental entity" means, but is not limited to, the Town of Bargersville, the County of Johnson, the State of Indiana, and all other governmental units charged with the enforcement of police powers. If the Town of Bargersville brings any action to enforce these restrictions and Covenants and it prevails or is successful in such action in whole or in part, then in addition to any other relief to which it may be entitled, the Town of Bargersville shall have and recover its costs and reasonable attorney's fees from the adverse party or parties.



WEST LINE 1/4

1015.91'

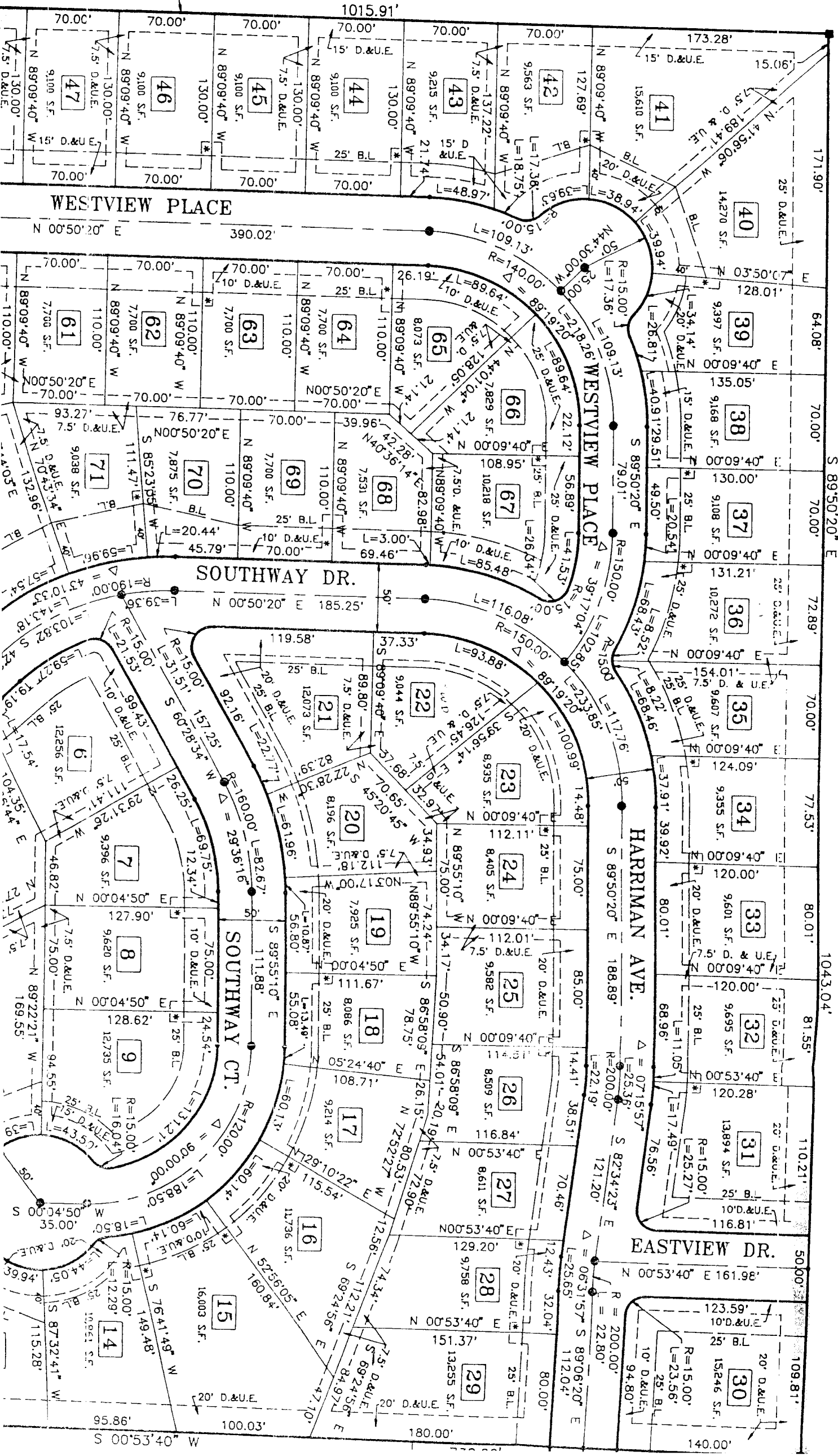
WESTVIEW PLACE

SOUTHWAY DR.

SOUTHWAY CT.

HARRIMAN AVE.

EASTVIEW DR.



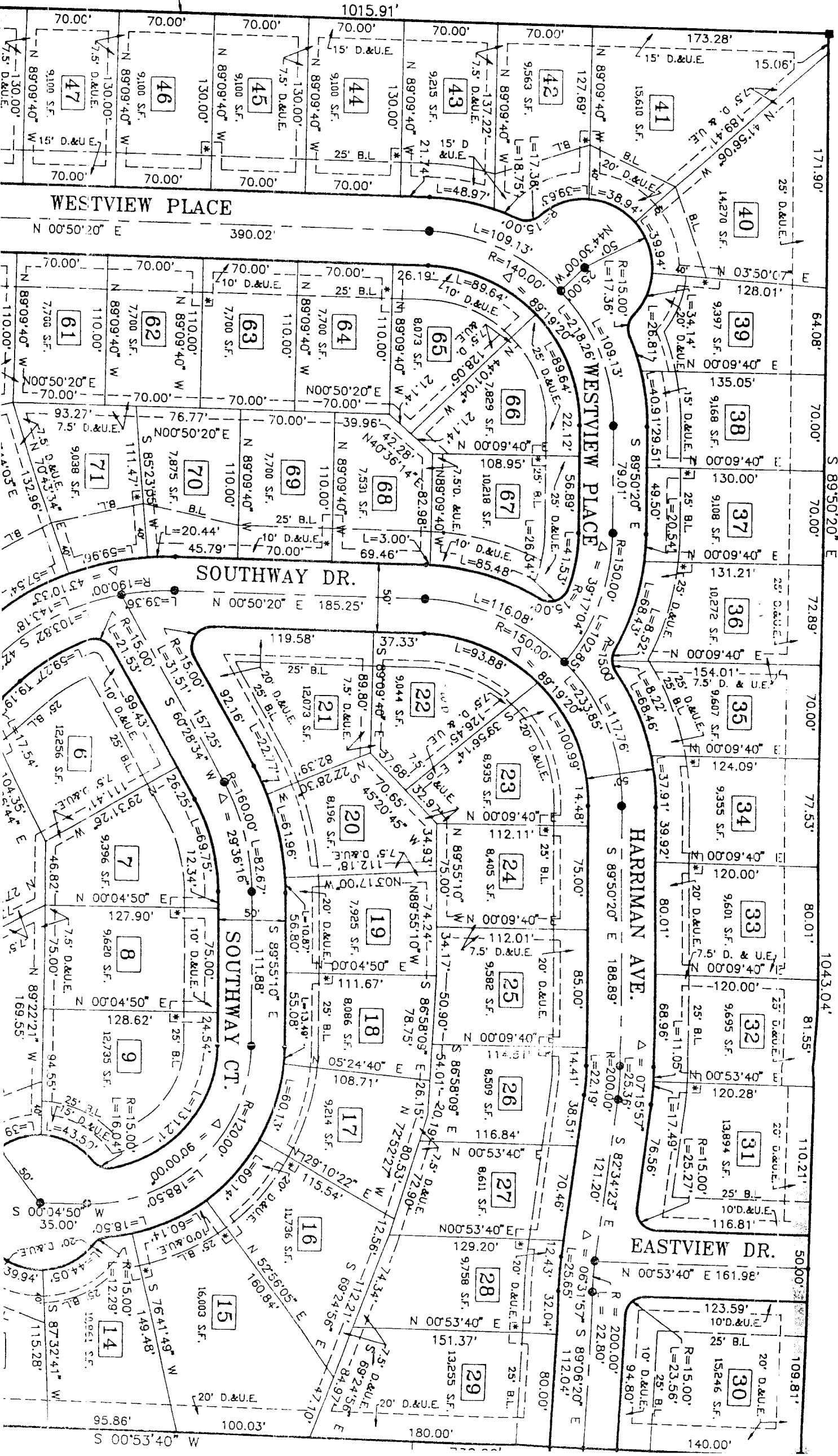
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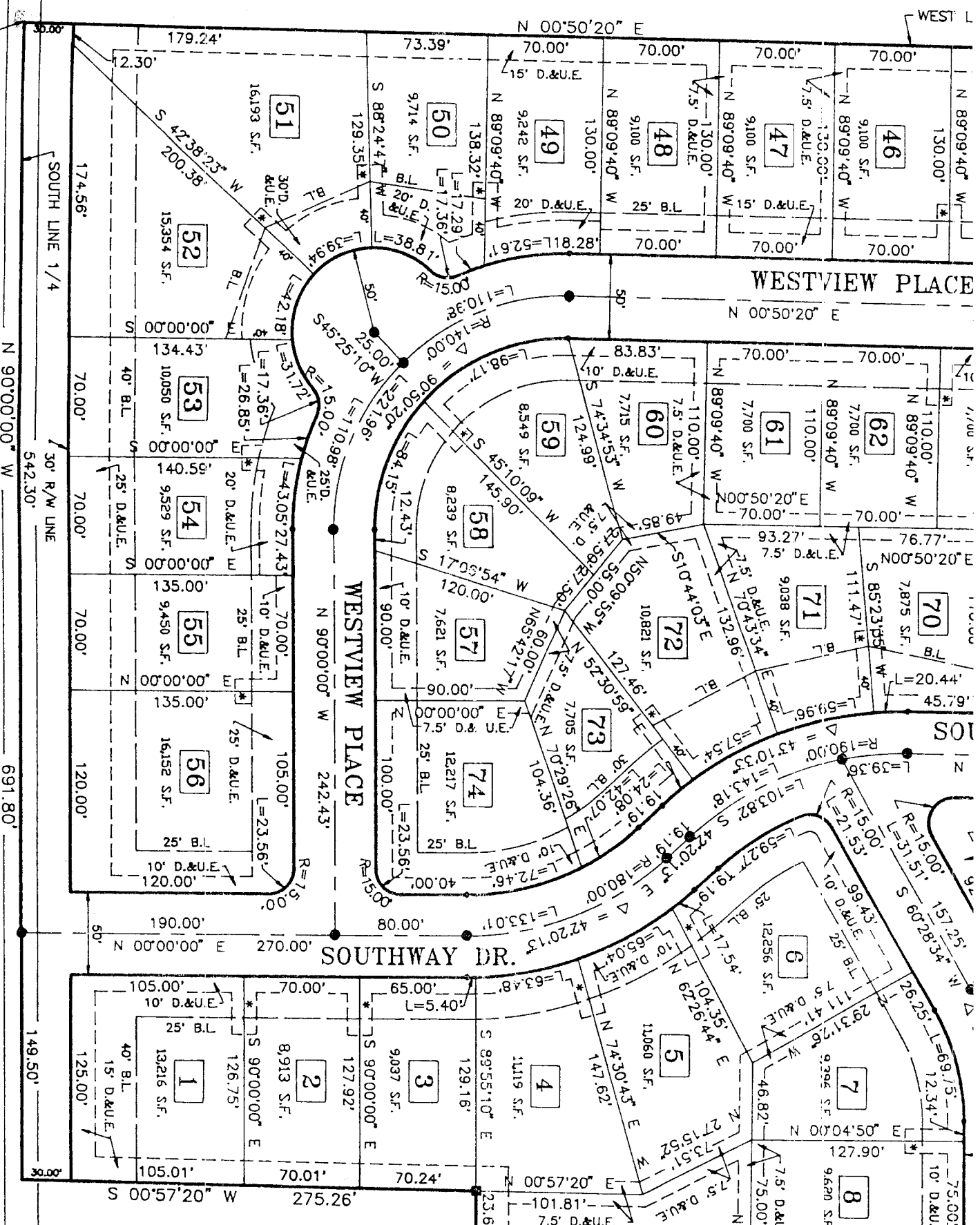
WESTVIEW PLACE

SOUTHWAY DR.

SOUTHWAY CT.

HARRIMAN AVE.

EASTVIEW DR.



SW CORNER SW 1/4
SECT. 35-13-3E

COUNTY ROAD 300 NORTH

LOT NO.	STREET ADDRESS	LOT NO.	STREET ADDRESS
1	39 Southway Dr.	22	15 Southway D
2	35 Southway Dr.	23	419 Harriman A
3	33 Southway Dr.	24	417 Harriman A
4	29 Southway Dr.	25	415 Harriman A
5	27 Southway Dr.	26	413 Harriman A
6	23 Southway Dr.	27	411 Harriman A
7	419 Southway Ct.	28	409 Harriman A
8	417 Southway Ct.	29	407 Harriman A
9	415 Southway Ct.	30	408 Harriman A
10	413 Southway Ct.	31	410 Harriman A
11	411 Southway Ct.	32	412 Harriman A
12	409 Southway Ct.	33	414 Harriman A
13	406 Southway Ct.	34	416 Harriman A
14	408 Southway Ct.	35	418 Harriman A
15	410 Southway Ct.	36	2 Westview P
16	412 Southway Ct.	37	4 Westview P
17	414 Southway Ct.	38	6 Westview P
18	416 Southway Ct.	39	8 Westview P
19	418 Southway Ct.	40	10 Westview P
20	420 Southway Ct.	41	12 Westview P
		42	14 Westview P