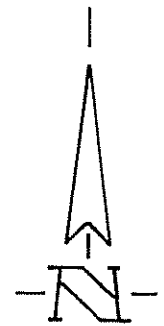
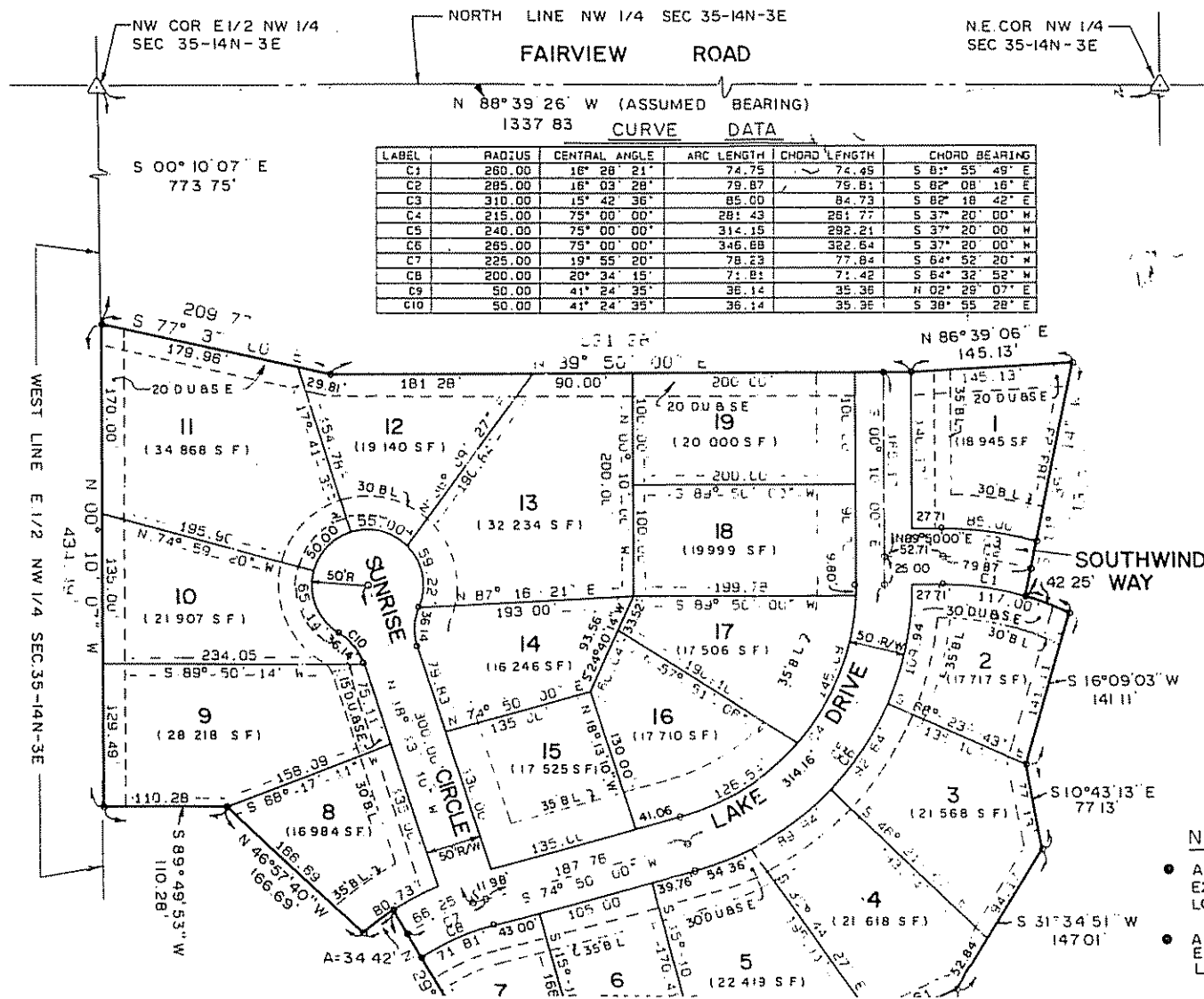


SOUTHWIND ESTATES-SECTION TWO

PART NW 1/4 SEC. 35-14N-3E

WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA



ASSUMED NORTH
SCALE: 1"=100'

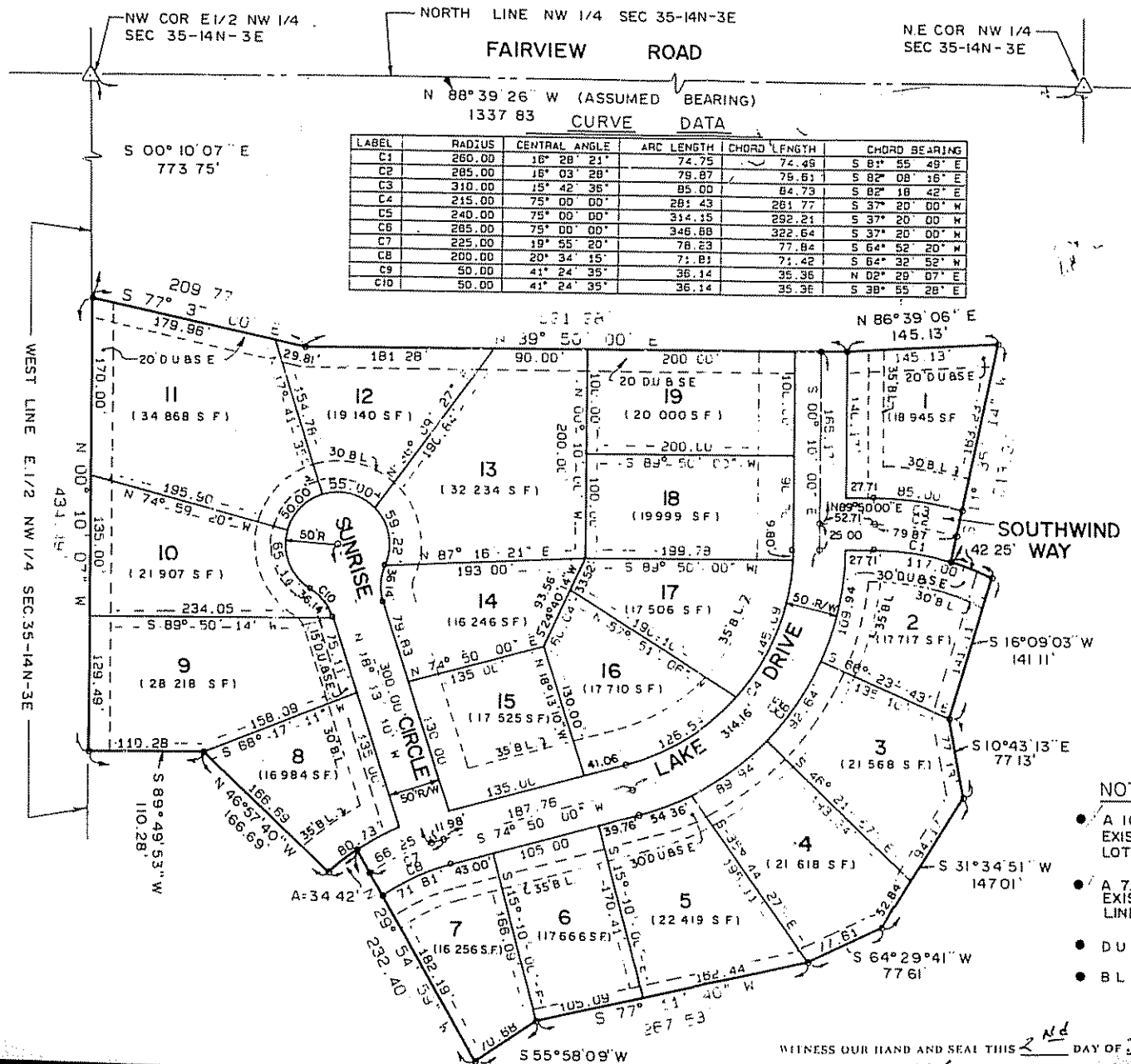


- NOTE**
- A 10' DRAINAGE UTILITY & SEWER EASEMENT EXISTS ALONG THE REAR LOT LINE OF EACH LOT EXCEPT WHERE NOTED OTHERWISE ✓
 - A 7.5' DRAINAGE UTILITY & SEWER EASEMENT EXISTS ALONG EACH SIDE OF EACH SIDE LOT LINE UNLESS NOTED OTHERWISE ✓

SOUTHWIND ESTATES - SECTION TWO

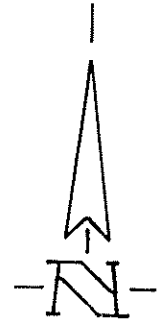
PART NW 1/4 SEC. 35-14N-3E

WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA



N 88° 39' 26" W (ASSUMED BEARING)
1337.83 CURVE DATA

LABEL	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	260.00	16° 28' 21"	74.75	72.48	S 81° 55' 49" E
C2	285.00	16° 03' 20"	79.87	75.61	S 82° 08' 16" E
C3	310.00	15° 42' 35"	85.00	84.73	S 82° 18' 42" E
C4	215.00	75° 00' 00"	281.43	261.77	S 37° 20' 00" W
C5	240.00	75° 00' 00"	314.15	292.21	S 37° 20' 00" W
C6	285.00	75° 00' 00"	346.88	322.64	S 37° 20' 00" W
C7	225.00	19° 55' 20"	78.23	77.84	S 64° 52' 20" W
C8	200.00	20° 34' 15"	71.81	71.42	S 64° 32' 52" W
C9	50.00	41° 24' 35"	36.14	35.36	N 02° 29' 07" E
C10	50.00	41° 24' 35"	36.14	35.36	S 38° 55' 28" E



ASSUMED NORTH
SCALE: 1"=100'



- NOTE:**
- A 10' DRAINAGE UTILITY & SEWER EASEMENT EXISTS ALONG THE REAR LOT LINE OF EACH LOT EXCEPT WHERE NOTED OTHERWISE ✓
 - A 7.5' DRAINAGE UTILITY & SEWER EASEMENT EXISTS ALONG EACH SIDE OF EACH SIDE LOT UNLESS NOTED OTHERWISE ✓
 - D U B S E - DRAINAGE UTILITY & SEWER ESM'T
 - B L - BUILDING LINE

WITNESS OUR HAND AND SEAL THIS 27th DAY OF JUNE, 1986.

SOUTHWIND ESTATES-SECTION TWO

RESTRICTIVE COVENANTS

1. No lot in this platted area shall be used except for residential purposes and no building shall be erected, altered, or placed on any lot, other than one detached single family dwelling
2. No building, fence or wall shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, and harmony of external design and setting with existing structures
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 1500 square feet for a one story dwelling, nor less than 1000 square feet for a dwelling of more than one story. Each dwelling shall have at least a two car garage, but open-side carports are specifically prohibited.
4. 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 lines shown on the recorded plat. No building shall be located nearer than 8 feet to a side yard line, and the total side yard set-back (both sides) must be at least 20 feet. No building shall be erected closer than 20 feet to the rear lot line.
5. 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
6. No structure of a temporary nature, or outbuilding of any kind not connected to the main residence, including, but not limited to any trailer, tent, basement, shack, garage, barn, doghouse, or other outbuilding, shall be constructed, moved onto or used on any lot at any time, for any purpose. No above-the-ground swimming pools shall be erected or permitted upon any lot in the subdivision.
 - a. No trailer, boat, camper, camping equipment, disabled motor vehicle or similar personal property shall be stored or parked in any manner whatsoever in front of the house or dwelling erected on these lots.
 - b. The residents shall make every effort to keep their yard and lot in an attractive manner and in such a condition that it shall not detract from the property value of the addition, and the sole judge as to whether or not it is being so kept shall remain with the Architectural Control Committee.
7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat
8. All drives into these lots shall be hard surfaced and constructed in a manner befitting the other lots in the neighborhood. Said decision and judgment on construction and maintenance of these drives shall be under the control of the Architectural Control Committee.
17. 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.
 - a. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Johnson County Drainage Board. Property owners must maintain these swales as seeded grassways, or other non-eroding surface. Water from roofs or parking areas must be contained 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 appropriate sized culverts or other approved structures have been permitted by the County Drainage Board.
 - b. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage, after which time, if no action is taken, the Johnson County Drainage Board will cause said repairs to be accomplished, and the bill for said repairs will be sent to the affected property owner for immediate payment.
18. Any motor vehicle which is inoperative and not being used for normal transportation shall not be permitted to remain on any lot
19. No trees shall be removed from any lot in this subdivision without the prior written approval of the Architectural Control Committee, which approval shall be given and governed in accordance with the terms as provided in paragraph 9 of the covenants
20. Once commenced, the initial construction of any residence upon any lot in this subdivision shall be completed within a reasonable time, and no incomplete structure shall be permitted to exist on any lot for an unreasonable period of time after construction is commenced.
21. The finished yard elevation at the house site and lots in this subdivision shall be not less than elevation 710.5, U.S.G.S. Datum
22. These restrictions are hereby declared to be covenants running with this land and shall be binding on all parties and all persons claimed under them for a period of twenty-five (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, at any time following negotiation, 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.

SOUTHWIND ESTATE RESTRICTIVE CO

1. No lot in this platted area shall be used except for residential purposes and no building shall be erected, altered, or placed on any lot, other than one detached single family dwelling.
2. No building, fence or wall shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, and harmony of external design and setting with existing structures.
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 1500 square feet for a one story dwelling, nor less than 1000 square feet for a dwelling of more than one story. Each dwelling shall have at least a two car garage, but open-side carports are specifically prohibited.
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 - a. No trailer, boat, camper, camping equipment, disabled motor vehicle or similar personal property shall be stored or parked in any manner whatsoever in front of the house or dwelling erected on these lots.
 - b. The residents shall make every effort to keep their yard and lot in an attractive manner and in such a condition that it shall not detract from the property value of the addition, and the sale judge as to whether or not it is being so kept shall remain with the Architectural Control Committee.
7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
8. All drives into these lots shall be hard surfaced and constructed in a manner befitting the other lots in the neighborhood. Said decision and judgment on construction and maintenance of these drives shall be under the control of the Architectural Control Committee.
9. The Architectural Control Committee shall be composed of three (3) persons all appointed from time to time by the undersigned developers of this property. A majority of the Committee may designate a representative to act on behalf of the Committee. The Committee shall have complete authority to fill its membership in the event of death, resignation or expunction of any member. Plans, specifications and the site plan of each residence to be constructed shall be submitted to the Committee or one of its members by U.S. Mail or personal delivery. The Committee's approval or disapproval shall be in writing within 30 days of submission of all required plans and specifications. Failure of the Committee to act upon any plan submitted shall not be considered a waiver of the requirements of these covenants as to any subsequent construction on any other lot in this development or of the Committee's authority to approve all such construction in accordance herewithin.
10. 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 or developer to advertise the property during the construction and sales period.
11. 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 on any lot. All gas and oil tanks must be concealed.
12. 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.

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

8. All drives into these lots shall be hard surfaced and constructed in a manner befitting the other lots in the neighborhood. Said decision and judgment on construction and maintenance of these drives shall be under the control of the Architectural Control Committee.

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11. 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 on any lot. All gas and oil tanks must be concealed.

12. 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.

13. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste matter or materials shall be kept only in sanitary containers, incinerators, or other equipment for storage or disposal of such material.

14. No fence, wall, hedge, tree or shrub planting which obstructs the sight lines at elevations between 2.5 feet and 9 feet above streets 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 property 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 right-of-way line with the edge of driveway pavement or alley line. No portion of a private driveway for a corner lot shall be permitted on dedicated right-of-ways within 70 feet of the centerline intersections of streets adjacent to the corner lot.

15. Each lot shall be kept in a neat and pleasing manner. It is the intention of this restriction to assure that all the lots and surroundings present a park-like appearance.

16. No individual water supply system shall be permitted on any lot.

SHEET
OF
2
2

THIS INSTRUMENT
INTANDY DEV

PROJECT
SOUTHWIND ESTATES-SEC 2 586

PREPARED FOR

INTANDY DEVELOPERS

TITLE
SECONDARY PLAT



SCHNEIDER ENGINEERING CORPORATION

3075 NORTH POST ROAD
INDIANAPOLIS, INDIANA 46276

civil engineers
land surveyors

SCALE:

P

SECTION TWO

COVENANTS

17. 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.

a. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Johnson County Drainage Board. Property owners must maintain these swales as seeded grassways, or other non-eroding surface. Water from roofs or parking areas must be contained 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 appropriate sized culverts or other approved structures have been permitted by the County Drainage Board.

b. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage, after which time, if no action is taken, the Johnson County Drainage Board will cause said repairs to be accomplished, and the bill for said repairs will be sent to the affected property owner for immediate payment.

18. Any motor vehicle which is inoperative and not being used for normal transportation shall not be permitted to remain on any lot.

19. No trees shall be removed from any lot in this subdivision without the prior written approval of the Architectural Control Committee, which approval shall be given and governed in accordance with the terms as provided in paragraph 9 of the covenants.

20. Once commenced, the initial construction of any residence upon any lot in this subdivision shall be completed within a reasonable time, and no incomplete structure shall be permitted to exist on any lot for an unreasonable period of time after construction is commenced.

21. The finished yard elevation at the house site and lots in this subdivision shall be not less than elevation 710.5, U.S.G.S. Datum.

22. These restrictions are hereby declared to be covenants running with this land and shall be binding on all parties and all persons claimed under them for a period of twenty-five (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, at any time following negotiation, 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.

23. Enforcement shall be by proceedings of law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violations or to recover damages without the necessity of proving actual damages. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provision which shall remain in full force and effect.

24. The above covenants are subject to all the prevailing rules and regulations of Johnson County Plan Commission, Johnson County, Indiana, its assigns and/or successors. The Johnson County Board of Commissioners do not enforce subdivision covenants.

25. All lot owners who subsequently tap into or are connected with the sewer system provided for in this subdivision as described in this plat release their right to renege against pending or future annexation by the City of Greenwood pursuant to a certain contract dated July 2, 1986, 1986, and recorded in the Johnson County Recorder's Office in Book _____ Page _____ on _____, 1986, Franklin, Indiana.

Witness our Hands and Seals this _____ day of _____, 1986.

State of Indiana)
))
County of Marion)

Before me, the undersigned Notary Public, in and for the County and State, personally appeared John Celmins, Partner, and Andrew L. Arbuckle, Partner, and each separately and severally acknowledged the execution of the foregoing instrument as his or her voluntary act and deed, for the purpose therein expressed.

22. These restrictions are hereby declared to be covenants running with this land and shall be binding on all parties and all persons claimed under them for a period of twenty-five (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, at any time following negotiation, 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.

23. Enforcement shall be by proceedings of law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violations or to recover damages without the necessity of proving actual damages. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provision which shall remain in full force and effect.

24. The above covenants are subject to all the prevailing rules and regulations of Johnson County Plan Commission, Johnson County, Indiana, its assigns and/or successors. The Johnson County Board of Commissioners do not enforce subdivision covenants.

25. All lot owners who subsequently tap into or are connected with the sewer system provided for in this subdivision as described in this plat release their right to remonstrate against pending or future annexation by the City of Greenwood pursuant to a certain contract dated June 7, 1986, and recorded in the Johnson County Recorder's Office in Book _____ Page _____ on _____, 1986, Franklin, Indiana.

Witness our Hands and Seals this _____ day of _____, 1986.

State of Indiana)
)
County of Marion)

Before me, the undersigned Notary Public, in and for the County and State, personally appeared Infa Celmins, Partner, and Andrew L. Arbuckle, Partner, and each separately and severally acknowledged the execution of the foregoing instrument as his or her voluntary act and deed, for the purpose therein expressed.

Witness my hand and notarial seal this _____ day of _____, 1986.

My commission expires _____

Notary Public _____

Infa Celmins
3133 Lake Court
Greenwood, Indiana

Infa Celmins
Infa Celmins
Andrew L. Arbuckle
Andrew L. Arbuckle

PREPARED BY
CLOPERS