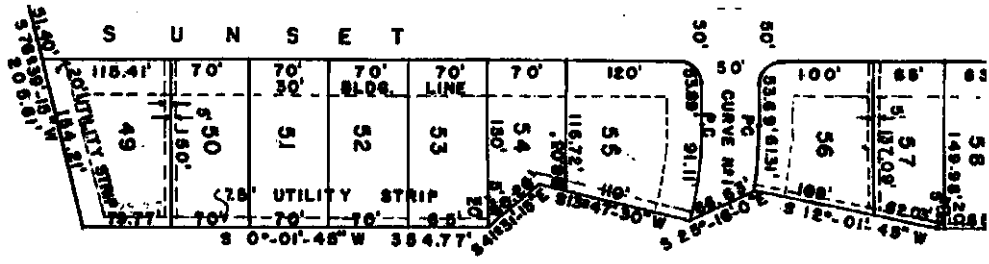


*Best Copies*



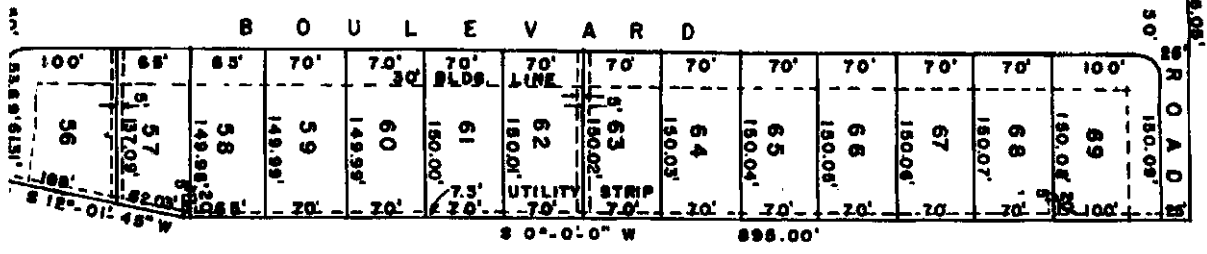
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein which may be or may become an annoyance to the neighborhood.
  8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
  9. The Architectural Control Committee is composed of Elmon M. Williams, Herbert Queisser, Marley A. Lasiter, and the President of the Greenwood Planning Board. 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 RECORD OWNERS OF A MAJORITY OF THE LOTS SHALL HAVE THE POWER THROUGH 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.
10. THE ARCHITECTURAL CONTROL COMMITTEE'S APPROVAL OR DISAPPROVAL AS REQUIRED IN THESE COVENANTS SHALL BE IN WRITING. IN THE EVENT THE COMMITTEE, OR ITS DESIGNATED REPRESENTATIVE, FAILS TO APPROVE OR DISAPPROVE WITHIN THIRTY (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.
  11. 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 six 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.
  12. 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.
  13. 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.
  14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or 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.
  15. 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 lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded corner from the line 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 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 obstruction of such sight lines.
  16. No screen planting over 36 inches high and no fence shall be permitted between the front lot line and building setback line on any lot.
  17. All yards shall be graded in conformance with a general grading plan on file with the Architectural Control Committee and the Federal Housing Administration.
  18. 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 twenty-five 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.
  19. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
  20. INVALIDATION 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.

IN WITNESS WHEREOF, THIS 10th DAY OF JULY 1950, MARLEY A. LASITER AND LOYCE E. LASITER, ELMON M. WILLIAMS AND LUCILE G. WILLIAMS, HERBERT C. QUEISSER AND HELEN LOUISE QUEISSER, AND CARL W. QUEISSER AND FRANCES E. QUEISSER.

Amend Plat  
misc 32A 84-93

Suburban Acres 3rd Sec

PB4Pg 92  
Pcab B Slide 117



KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE OWNERS IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE IN JOHNSON COUNTY, INDIANA, TO-WIT:

A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 14 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER 866.71 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, SAID POINT BEING THE NORTHWEST CORNER OF THE SUBURBAN ACRES ADDITION TO THE TOWN OF GREENWOOD, INDIANA; THENCE NORTH 00 DEGREES 02 MINUTES 15 SECONDS WEST ON AND ALONG THE WEST LINE OF SAID EAST HALF QUARTER 1373.53 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 45 SECONDS EAST ON AND ALONG SAID WEST LINE 440.00 FEET TO THE NORTHWEST CORNER OF THE SAID EAST HALF QUARTER; THENCE NORTH 89 DEGREES 42 MINUTES 30 SECONDS EAST ON AND ALONG THE NORTH LINE OF THE SAID EAST HALF QUARTER 525.05 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 895.00 FEET; THENCE SOUTH 12 DEGREES 01 MINUTE 45 SECONDS WEST 170.03 FEET; THENCE SOUTH 25 DEGREES 16 MINUTES 00 SECONDS WEST 66.63 FEET; THENCE SOUTH 13 DEGREES 47 MINUTES 30 SECONDS WEST 138.03 FEET; THENCE SOUTH 41 DEGREES 31 MINUTES 15 SECONDS EAST 60.26 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 45 SECONDS WEST 354.77 FEET; THENCE SOUTH 76 DEGREES 39 MINUTES 15 SECONDS WEST 205.61 FEET; THENCE SOUTH 70 DEGREES 47 MINUTES 00 SECONDS WEST 344.05 FEET TO THE PLACE OF BEGINNING, CONTAINING 20.65 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL RIGHTS OF WAY.

HEREBY MAKE, PLAT, SUBDIVIDE, LAY OFF AND DEDICATE SAID DESCRIBED REAL ESTATE INTO LOTS AND STREETS IN ACCORDANCE WITH THE PLAT HERETO ATTACHED, WHICH ADDITION SHALL BE KNOWN AS "SUBURBAN ACRES ADDITION, THIRD SECTION" TO THE TOWN OF GREENWOOD, 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, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed 2 stories in height and a private garage for not more than 3 cars.
2. No building 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 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 10.
3. No dwelling shall be permitted on any lot which has a ground floor living area of less than 950 square feet. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than indicated above.
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 setback lines shown on the recorded plat. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 60 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.
5. No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 8,400 square feet.
6. 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.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein which may be or may become an annoyance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
9. The Architectural Control Committee is composed of Elmon M. Williams, Herbert Queisser, Marley A. LaBiter, and the President of the Greenwood Planning Board. 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 RECORD OWNERS OF A MAJORITY OF THE LOTS SHALL HAVE THE POWER THROUGH DULY

91 - The Architectural Control Committee is composed of Elmon M. Williams, Herbert Quastner, Harry W. Lester, the President of the Greenwood Home Board, and nine duly elected lot owners from said addition. Said lot owners shall be elected at an annual meeting to be held the second Monday in the month of January, 1932, at the residence of the nine representatives of the Architectural Control Committee, all of which must be bona fide residents of the City of Greenwood, Indiana, State of Indiana. The lot owners may be cast by written proxy duly signed and sworn to by the then recorded lot owner or owners. That the Committee shall have its annual organization meeting for the purpose of election of officers, including those of President, Vice-President, Secretary, Treasurer, all of whom shall be members of said Architectural Control Committee and further shall adopt rules, and these regulations as it may see fit for carrying out its duties and exercising its powers under these restrictive covenants, in conformity with the intent of the original plat. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor, subject to the approval of the lot owners, and its signature shall be entitled to any compensation or consideration to which it may be entitled to this covenant. It shall be the duty of the lot owners to this covenant, although only a record of the lot owners shall be maintained in the records of the County of Johnson, Indiana, State of Indiana, and to elect a committee on or before to its duty of the lot owners.

92 - The Architectural Control Committee is composed of Elmon M. Williams, Herbert Quastner, Harry W. Lester, the President of the Greenwood Home Board, and nine duly elected lot owners from said addition. Said lot owners shall be elected at an annual meeting to be held the second Monday in the month of January, 1932, at the residence of the nine representatives of the Architectural Control Committee, all of which must be bona fide residents of the City of Greenwood, Indiana, State of Indiana. The lot owners may be cast by written proxy duly signed and sworn to by the then recorded lot owner or owners. That the Committee shall have its annual organization meeting for the purpose of election of officers, including those of President, Vice-President, Secretary, Treasurer, all of whom shall be members of said Architectural Control Committee and further shall adopt rules, and these regulations as it may see fit for carrying out its duties and exercising its powers under these restrictive covenants, in conformity with the intent of the original plat. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor, subject to the approval of the lot owners, and its signature shall be entitled to any compensation or consideration to which it may be entitled to this covenant. It shall be the duty of the lot owners to this covenant, although only a record of the lot owners shall be maintained in the records of the County of Johnson, Indiana, State of Indiana, and to elect a committee on or before to its duty of the lot owners.

93 - The Architectural Control Committee is composed of Elmon M. Williams, Herbert Quastner, Harry W. Lester, the President of the Greenwood Home Board, and nine duly elected lot owners from said addition. Said lot owners shall be elected at an annual meeting to be held the second Monday in the month of January, 1932, at the residence of the nine representatives of the Architectural Control Committee, all of which must be bona fide residents of the City of Greenwood, Indiana, State of Indiana. The lot owners may be cast by written proxy duly signed and sworn to by the then recorded lot owner or owners. That the Committee shall have its annual organization meeting for the purpose of election of officers, including those of President, Vice-President, Secretary, Treasurer, all of whom shall be members of said Architectural Control Committee and further shall adopt rules, and these regulations as it may see fit for carrying out its duties and exercising its powers under these restrictive covenants, in conformity with the intent of the original plat. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor, subject to the approval of the lot owners, and its signature shall be entitled to any compensation or consideration to which it may be entitled to this covenant. It shall be the duty of the lot owners to this covenant, although only a record of the lot owners shall be maintained in the records of the County of Johnson, Indiana, State of Indiana, and to elect a committee on or before to its duty of the lot owners.

AMENDMENT TO ORIGINAL PLAT  
Counterpart No. 7

Order of Johnson County, Indiana, that the restrictive covenants...  
amended to read as follows:  
to do so by said restrictive covenants and restrictions and...

9. The Architectural Control Committee...  
of Elton H. Williams, Robert G. Williams, and...  
Lester, the president of the Greenwood...  
Board and the duly elected lot owners...  
addition, said lot owners shall be...  
annual meeting to be held the second...  
with each lot having one vote...  
representative of the architectural...  
all of which must be from the...  
suburban area. Addition to the...  
county of Johnson, State of Indiana...  
may be cast by written proxy duly...  
this board. In any said architectural...  
committee shall have its annual...  
for the purpose of election of...  
those of president, Vice-president...  
thereafter, all of whom shall be...  
architectural control committee...  
adopt rules, and have regulations...  
for carrying out its duties and...  
under these restrictive covenants...  
committee may designate...  
In the event of death or...  
the committee, the remaining...  
responsibility to designate...  
of the committee, nor its...  
be entitled to any compensation...  
members of the committee...  
formation of a motion to it...  
of such committee...  
tion.

Richard H. Williams, 209 Howard Road  
Ellettsville, Indiana  
Boyd  
Ellettsville, Indiana  
Ellettsville, Indiana

6  
5  
4  
3  
2  
1

1. *William P. ...*  
2. *...*

This petition may be circulated in several committees, and all of such counterparts are to be considered as constituting one petition.

Committee or persons to it any of its powers and authority. Membership of the Committee or to withdraw from the through duly recorded written instrument to change the owners of a majority of the lots shall have the power pursuant to this covenant. At any time the then record be entitled to any compensation for services performed of the Committee, nor its designated representative shall authority to designate a successor. Whether the members the Committee, the remaining members shall have full in the event of death or resignation of any member of Committee, they designate a representative to act for it. under these restrictive covenants, a majority of the for carrying out its duties and exercising its powers adopt rules, and pass regulations as it may see fit. Architectural Control Committee and further, shall meet. Treasurer, all of whom shall be members of said those of President, Vice-President, Secretary and for the purpose of election of officers, including Committee shall have its annual organization meeting third Monday in May said Architectural Control by the then recorded lot owner or owners. That the may be cast by written proxy duly signed and sworn to Suburban Acres Addition to the City of Greenwood, all of which must be bona fide residents of the representatives of the Architectural Control Committee with each lot having one vote for each of the nine annual meeting to be held the second Monday in May. Board and the duly elected lot owners from said Addition. Said lot owners shall be elected at an of Elton M. Williams, Herbert G. ... Lester, the President of the Greenwood Planning

9. The Architectural Control Committee is composed of Elton M. Williams, Herbert G. ... Lester, the President of the Greenwood Planning Board and the duly elected lot owners from said Addition. Said lot owners shall be elected at an annual meeting to be held the second Monday in May, with each lot having one vote for each of the nine representatives of the Architectural Control Committee all of which must be bona fide residents of the Suburban Acres Addition to the City of Greenwood, may be cast by written proxy duly signed and sworn to by the then recorded lot owner or owners. That the Architectural Control Committee and further, shall meet. Treasurer, all of whom shall be members of said those of President, Vice-President, Secretary and for the purpose of election of officers, including Committee shall have its annual organization meeting third Monday in May said Architectural Control by the then recorded lot owner or owners. That the may be cast by written proxy duly signed and sworn to Suburban Acres Addition to the City of Greenwood, all of which must be bona fide residents of the representatives of the Architectural Control Committee with each lot having one vote for each of the nine annual meeting to be held the second Monday in May.

The undersigned, all duly recorded lot owners, in the Third Section of the Suburban Acres Addition to the City of Greenwood, County of Johnson, State of Indiana, and representatives of said recorded lot owners, do hereby certify that a majority of said recorded lot owners has recorded by the amendments of the covenants and restrictions as recorded in the original plat, Plat Book 1, at page 100, in the books of the Recorder of Johnson County, Indiana, for lot owners to amend the restrictive covenant numbered 9, and are duly empowered to do so by said restriction, and restriction number 9 shall be amended to read as follows:

VERIFICATION AFFIDAVIT

Counterpart No. \_\_\_\_\_

STATE OF INDIANA )  
                          ) SSI  
                          ) COUNTY OF JOHNSON )

Frank E. Wood, being first duly sworn upon his  
per oath, deposes and says:

That he/she is one of the signers of the attached counter-  
part of a petition to amend the plat of the Third Section of  
Suburban Acres, Addition to the City of Greenwood, County of  
Johnson, State of Indiana; that all of the signatures appearing  
on the attached counterpart of said petition were duly attested  
in his/her presence and are the true and lawful signatures of  
the persons signing said counterpart of said petition; and  
further that said persons are bona fide owners of lots in the  
Third Section of Suburban Acres Addition to the City of Green-  
wood, County of Johnson, State of Indiana.

Frank E. Wood  
Subscribed and sworn to before me this 23 day of \_\_\_\_\_  
1962.

Henry Public  
Notary Public

My Commission Expires  
11-28-65

This instrument is a true and correct copy of the original  
filed in my office on \_\_\_\_\_  
at \_\_\_\_\_, Indiana  
\_\_\_\_\_ Notary Public  
Greenwood, Indiana

16  
11-28-65  
Wood



83  
12/15/62  
1  
1

My Commission Expires:

Notary Public

1962

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Frank B. Johnson

wood, County of Johnson, State of Indiana.  
Third Section of Suburban Acres Addition to the City of Green-  
further that said persons are bona fide owners of lots in the  
the persons signing said counterpart of said petition and  
in his/her presence and are the true and lawful signatures of  
on the attached counterpart of said petition were duly attested  
Johnson, State of Indiana; that all of the signatures appearing  
Suburban Acres Addition to the City of Greenwood, County of  
part of a petition to amend the plat of the Third Section of  
That he/she is one of the signers of the attached counterpart-

her oath, deposes and says:  
Frank B. Johnson, being first duly sworn upon his/

STATE OF INDIANA )  
COUNTY OF JOHNSON )  
SS: )

VERITING APPLICANT  
Counterpart No. \_\_\_\_\_



PETITION TO AMEND PLAT  
Counterpart No. 4

The undersigned, all duly recorded property owners, in the Third Section of the Suburban Acres Addition to the City of Greenwood, County of Johnson, State of Indiana, and representing a majority of said recorded lot owners, agree and consent to the amendments of the covenants and restrictions as recorded in the original plat, Plat Book \_\_\_\_\_, at page \_\_\_\_\_, in the Records of the Recorder of Johnson County, Indiana. These lot owners agree to amend the restrictive covenant numbered 9, and are duly empowered to do so by said restriction, and restriction number 9 shall be amended to read as follows:

9. The Architectural Control Committee is composed of Birch M. Hillman, Herbert Quisenberry, Harley B. Larson, the President of the Greenwood Association, Board and nine duly elected lot owners from said Addition. Said lot owners shall be elected at an annual meeting to be held the second Monday in May, with each lot having one vote for each of the nine representatives of the Architectural Control Committee. All of which must be bona fide residents of the Suburban Acres Addition to the City of Greenwood, County of Johnson, State of Indiana. Said lot owners may be elected by written proxy duly signed and filed on that Monday in May said Architectural Control Committee shall have its annual organizational meeting for the purpose of election of officers, including those of President, Vice-President, Secretary and Treasurer, all of whom shall be members of said Architectural Control Committee and further, shall elect adopt rules and fees regulations and further, shall elect out the duties and restrictions to be observed under these restrictive covenants. A majority of the Committee, and designate a representative to act in the event of death or resignation of any member. In the event of death or resignation of any member, the Committee shall have authority to designate a successor. The authority to designate a successor, or to designate a successor, shall be granted to any committee for a period of six months, be subject to this covenant. At the time the then recorded owners of a majority of the lots shall file with the Recorder of Johnson County, Indiana, a written instrument to amend the restrictions of the Committee or restore to it any of its powers and authority. This petition may be amended in several particulars and all of such amendments are to be considered as constituting one petition.

1. [Illegible handwritten text]

2. [Illegible handwritten text]

3. [Illegible handwritten text]

4. [Illegible handwritten text]

5. [Illegible handwritten text]

6. [Illegible handwritten text]

7. [Illegible handwritten text]

8. [Illegible handwritten text]

9. [Illegible handwritten text]

10. [Illegible handwritten text]

16  
10/1/40  
10/1/40

10/1/40  
Mr. Commissioner

NOTARY PUBLIC

1940  
I, the undersigned, do hereby certify that the within and above is a true and correct copy of the original as shown to me by the said person or persons.

Witness my hand and seal of office this 1st day of October, 1940, at the City of New York, State of New York.

*John J. [Signature]*

STATE OF NEW YORK  
COUNTY OF JERSEY  
SS: [Signature]

VERIFIED AFFIDAVIT  
Counterpart No. 1

SECTION TO AMEND PLAT  
CERTIFICATE No. 4

The undersigned, all duly recorded property owners, in the  
Third Section of the Suburban Acres Addition to the City of  
Greenwood, County of Johnson, State of Indiana, and representing  
a majority of said recorded lot owners, after and consent to the  
amendments of the covenants and restrictions as recorded in the  
original plat, Flat Book 1, at page 1, in the records of the  
Recorder of Johnson County, Indiana, that lot owners agreed to  
and the restrictive covenant numbered 1, and hereby consent to  
amend to do so by said restriction, and restriction number 2 which be

The Architectural Control Committee is composed  
of Richard M. Williams, Herbert (Hubert) H. ...  
and ...  
The Architectural Control Committee is composed  
of Richard M. Williams, Herbert (Hubert) H. ...  
and ...  
The Architectural Control Committee is composed  
of Richard M. Williams, Herbert (Hubert) H. ...  
and ...

IN SENATE  
JANUARY 18, 1902  
REPORT  
OF THE  
COMMISSIONERS OF THE LAND OFFICE  
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE  
MAY 1, 1899  
RELATIVE TO THE  
LANDS BELONGING TO THE STATE

STATE OF MINNESOTA  
COMMISSIONERS OF THE LAND OFFICE  
JAMES H. HARRIS, Chairman  
JAMES H. HARRIS, Secretary

VERIFIING AFFIDAVIT  
Counterpart No.

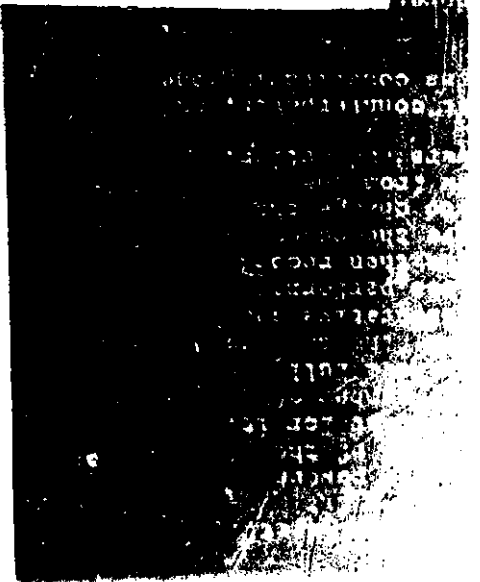
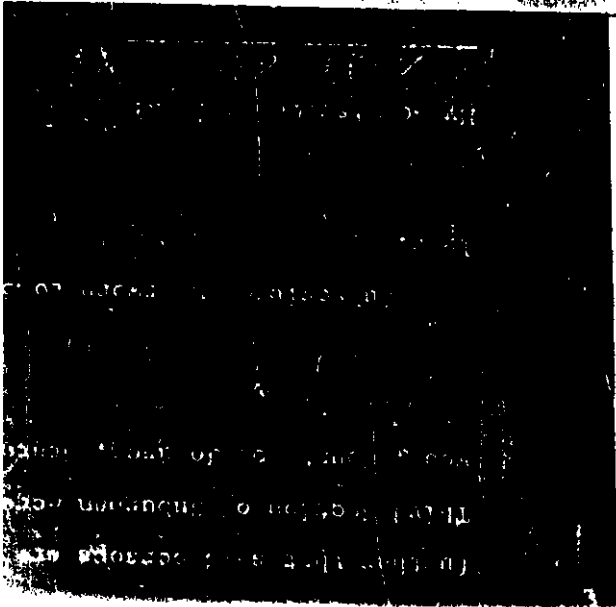
[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

Some little  
leaves out



THE STATE OF TEXAS,  
COUNTY OF [illegible]  
I, [illegible], Clerk of the County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of [illegible] State of Texas.

WITNESSED my hand and the seal of said County at the City of [illegible] this [illegible] day of [illegible] 19[illegible].

[illegible]

CLERK OF COUNTY

The undersigned, all duly recorded property owners, in the Third Section of the Suburban Acres Addition to the City of Greenwood, County of Johnson, State of Indiana, and representing a majority of said recorded lot owners, agree and consent to the amendments of the covenants and restrictions as recorded in the original plat, Plat Book \_\_\_\_\_, at page \_\_\_\_\_, in the Records of the Recorder of Johnson County, Indiana. These lot owners agree to amend the restrictive covenant numbered 9, and are duly empowered to do so by said restriction, and restriction number 9 shall be amended to read as follows:

9. The Architectural Control Committee is composed of Elmon M. Williams, Herbert Guelsberg, Marley A. Laister, the President of the Greenwood Planning Board and nine duly elected lot owners from said Addition. Said lot owners shall be elected at an annual meeting to be held the second Monday in May, with each lot having one vote for each of the nine representatives of the Architectural Control Committee all of which must be bona fide residents of the Suburban Acres Addition to the City of Greenwood, County of Johnson, State of Indiana. Said lot's vote may be cast by written proxy duly signed and sworn to by the then recorded lot owner or owners. That the Architectural Control Committee shall have its annual organization meeting for the purpose of election of officers, including those of President, Vice-President, Secretary and Treasurer, all of whom shall be members of said Architectural Control Committee and further, shall meet, adopt rules, and pass regulations as it may see fit for carrying out its duties and exercising its powers under these restrictive covenants. 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 the lots shall have the power through 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. This petition may be circulated in several counterparts, and all of such counterparts are to be considered as constituting one petition.

Name \_\_\_\_\_  
Address \_\_\_\_\_

1.  
2.  
3.  
4.  
5.  
6.  
7.  
8.  
9.  
10.



My Commission Expires

County Public

1962

Subscriber, and sworn to before me this 1st day of May 1962

*Frank G. St. John*

That he/she is one of the signers of the attached counter-  
 part of a petition to amend the list of the Third Section of  
 Suburban Acres Addition to the City of Greenwood, County of  
 Johnson, State of Indiana; that all of the signatures appearing  
 on the attached counterpart of said petition were duly affixed  
 in his/her presence and are the true and lawful signatures of  
 the persons signing said counterpart of said petition; and  
 further that said petition was bona fide owners of lots in the  
 Third Section of Suburban Acres Addition to the City of Green-  
 wood, County of Johnson, State of Indiana.

being first duly sworn upon his/

*Frank G. St. John*

STATE OF INDIANA )  
COUNTY OF JOHNSON ) SS:

VERIFIING AFFIDAVIT  
Counterpart No. \_\_\_\_\_