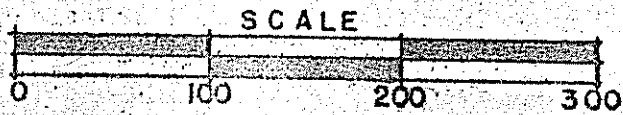
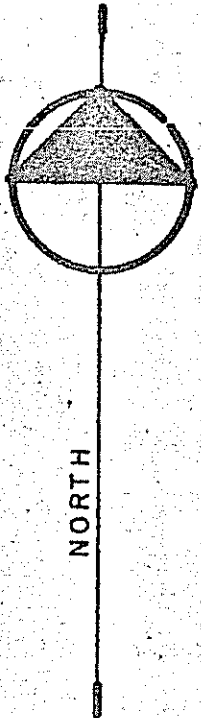


WHISPERING TRAILS -- SECOND SECTION

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 addition shall be known as "WHISPERING TRAILS-SECOND SECTION," in Greenwood, Johnson County, Indiana. 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:

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 an attached garage for not more than three (3) cars. No outbuildings will be permitted.
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.* 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 Covenant No. 13.
3. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one story porches and garages shall be not less than 1500 square feet for a one story dwelling, not less than 900 square feet for a dwelling of more than one story.
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. In any event, no building shall be located on any lot nearer than 32 feet to the front lot line, or nearer than 32 feet to any side street line. No building shall be located nearer than 12 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.
5. 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, no shall a partially completed dwelling be permitted. No temporary building of any kind shall be permitted on any lot.
6. 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 Greenwood Plan Commission.
7. 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.
8. 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.
9. No noxious or 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. At no time shall any unlicensed, unoperative automobile or truck be permitted on any lot.
11. No individual water supply system or sewage disposal system shall be permitted on any lot.

12. 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. 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.
13. The Architectural Control Committee approval or disapproval as required in these covenants shall be indicated on the plans submitted to the Greenwood City Planner. 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.
14. 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 the Owner thereof.
15. 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, including fences, shall be built, erected or maintained on said "Utility and Drainage Easement". Strips marked "Drainage Easement" are for surface water drainage only.**
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 distance 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 lots shall be maintained by the lot owners in a condition to contain livestock using contiguous lands.
17. 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 purpose.
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. 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.
20. 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 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 (10) years unless, at any time following recordation, 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.



NOTES:

THERE ARE STORM & SANITARY SEWER EASEMENTS ONLY OF VARYING WIDTHS & SIZES ADJACENT TO

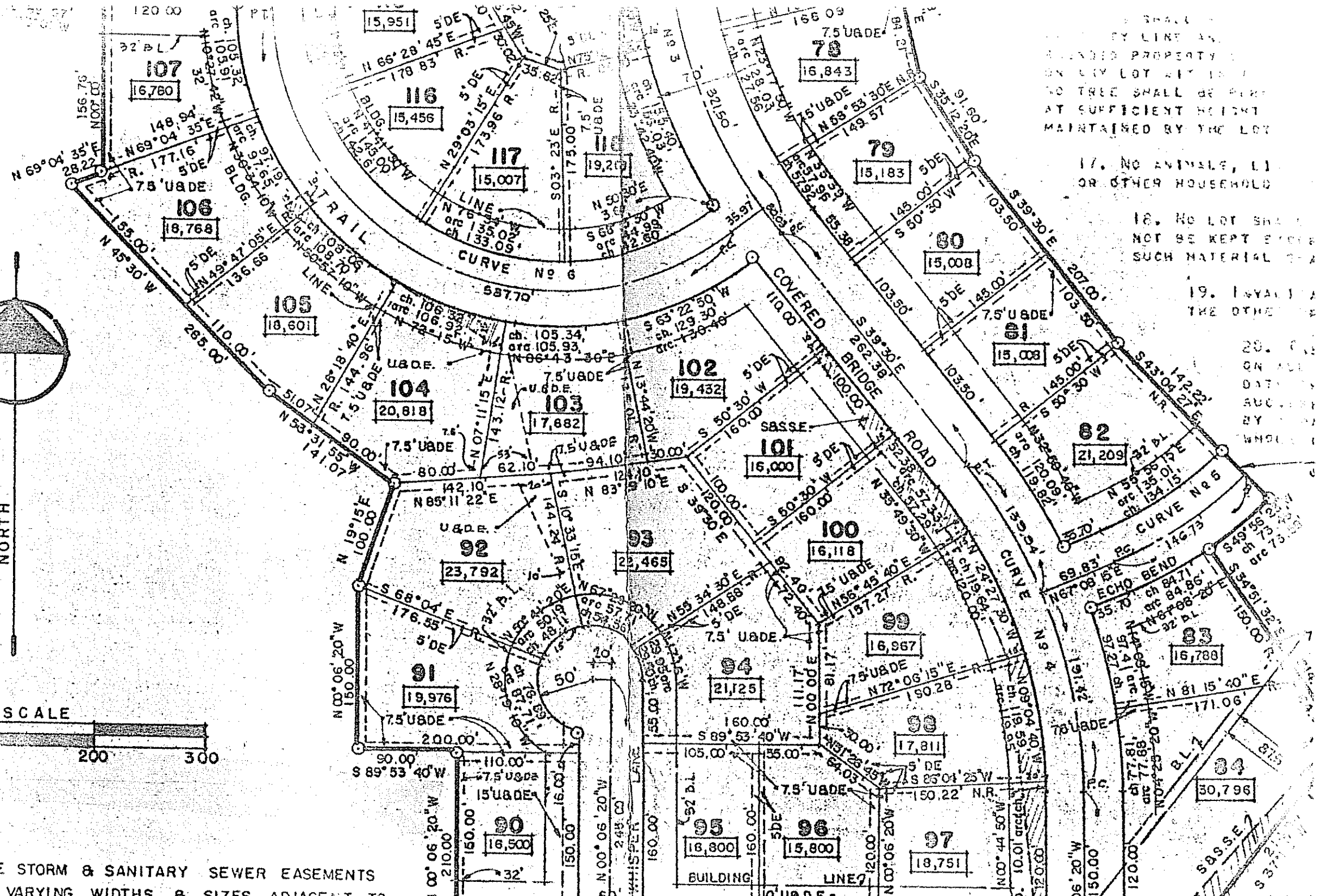
SHALL BY LINE AND
ADJACENT PROPERTY
ON LOT WITH IN
NO TREE SHALL BE CUT
AT SUFFICIENT HEIGHT
MAINTAINED BY THE LOT

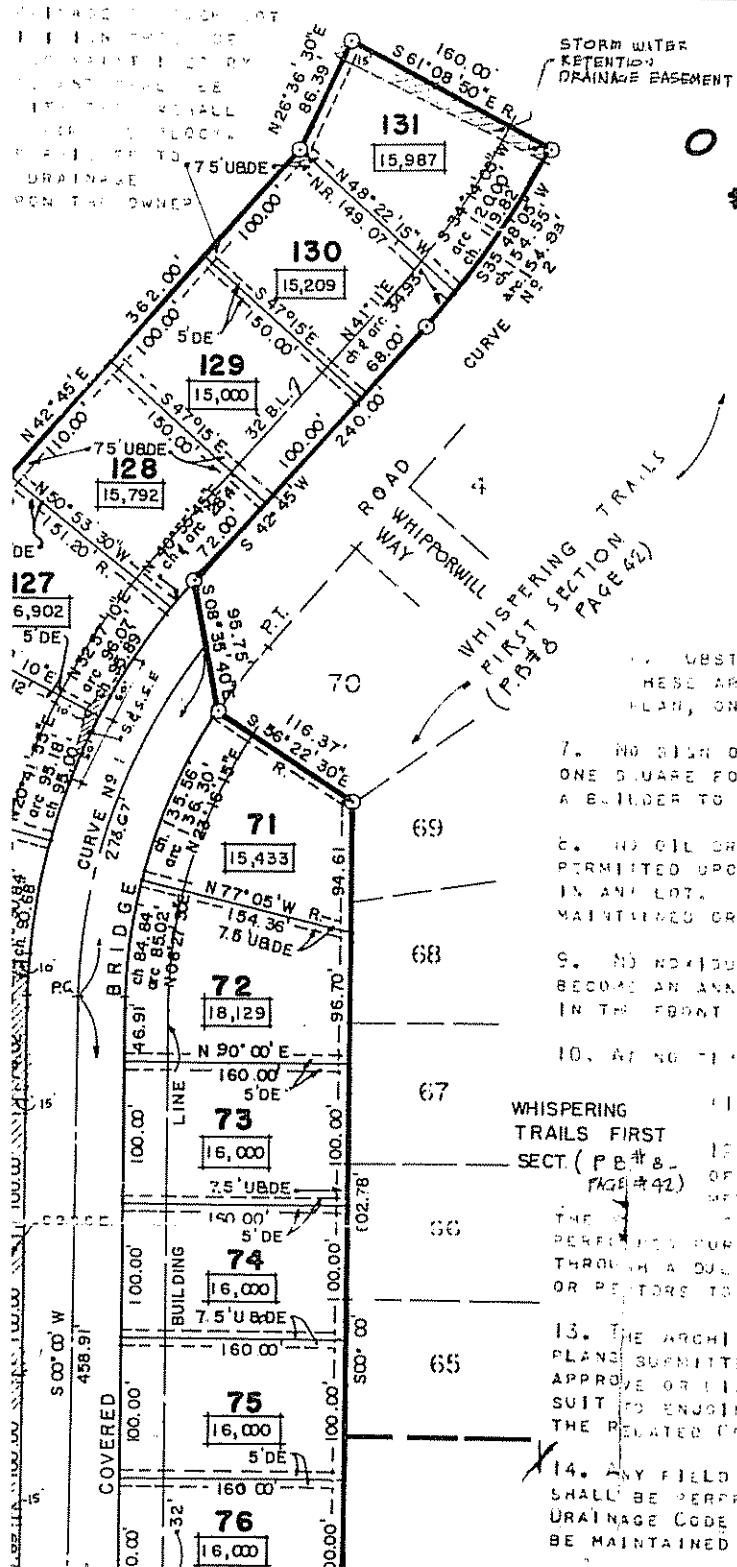
17. NO ANIMALS, LI
OR OTHER HOUSEHOLD

18. NO LOT SHALL
NOT BE KEPT EXPOSED
SUCH MATERIAL

19. IN ALL
THE OTHER

20. ON ALL
DATE
ACC
BY
WHO





◦ WHISPERING TRAILS ◦

SECOND SECTION

GREENWOOD, INDIANA

NO STRUCTURE OF ANY TEMPORARY CHARACTER, TRAILER, BOAT, BASEMENT, TENT, SHACK, GARAGE, BARN, OR OTHER OUTBUILDING SHALL BE PLACED ON ANY LOT AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY, NOR SHALL A PARTIALLY COMPLETED ONE BE PERMITTED. NO TEMPORARY BUILDING OF ANY KIND SHALL BE PERMITTED ON ANY LOT.

NO OBSTRUCTION SHALL BE PLACED ON ANY LOT TO REMAIN IN AREAS DESIGNATED AS DRAINAGE BASEMENTS. THESE AREAS SHALL BE PRESERVED AND MAINTAINED AS PERMANENT DRAINAGE BASEMENTS, AS SHOWN ON THE GENERAL DEVELOPMENT PLAN, ON FILE WITH GREENWOOD PLANNING COMMISSION.

7. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC 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.

8. NO OIL DRILLING, OIL DEVELOPMENT OPERATION, EXPLORATION, OR MINING OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON OR IN ANY LOT, NOR SHALL EXCAVATION, TUNNELING, TRENCHING, OR OTHER OPERATIONS OF ANY KIND BE PERMITTED UPON OR IN ANY LOT. NO DERRICK OR OTHER STRUCTURE USED IN EXPLORATION OR MINING OPERATIONS SHALL BE PERMITTED, MAINTAINED OR PERMITTED UPON ANY LOT.

9. NO NOISY OR OFFENSIVE ACTIVITY SHALL BE ENGAGED IN UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREIN WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. TRAILERS, BOATS, OR OTHER STRUCTURES SHALL NOT BE KEPT OR STORED IN THE FRONT OR SIDE YARD.

10. NO SIGNING SHALL ANY FIELD SIGN, AND FRUIT SIGNAGE IS NOT PERMITTED ON ANY LOT.

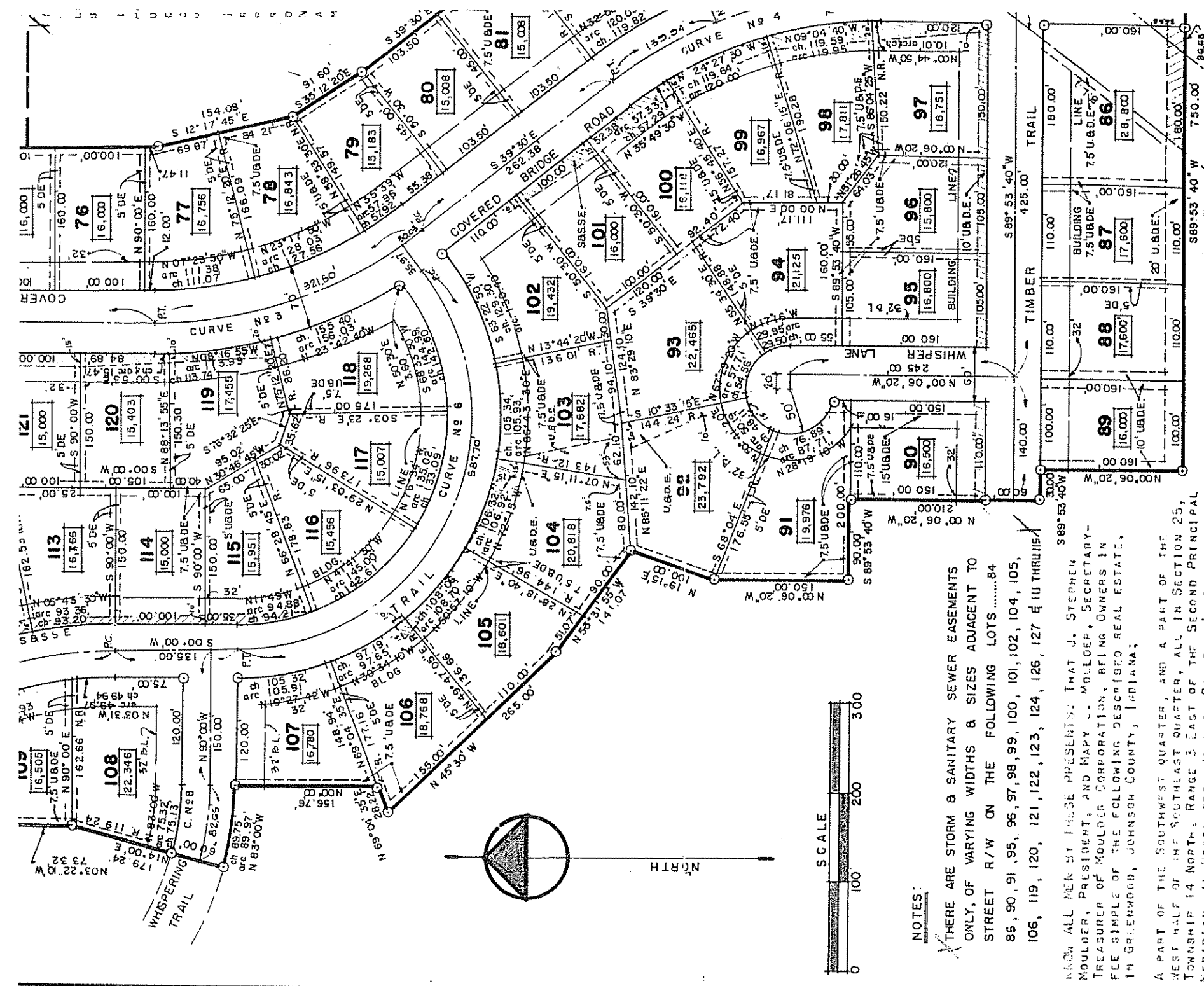
11. NO INDIVIDUAL WATER SUPPLY SYSTEM SHALL BE PERMITTED ON ANY LOT.

12. THE ARCHITECTURAL CONTROL COMMITTEE IS COMPOSED OF THE NUMBER OF MEMBERS DESIGNATED 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 A VOTING RIGHT TO SELECT A SUCCESSOR. WHETHER THE COMMITTEE IS AN ENTITY UNDER THE STATE LAWS OR A PARTNERSHIP, ALL ACTIONS SHALL BE TAKEN THROUGH A DULY RECORDED WRITTEN INSTRUMENT TO CHANGE THE MEMBERSHIP OF THE COMMITTEE OR TO WITHDRAW FROM THE COMMITTEE OR TO REPEAL OR AMEND ANY OF ITS POWERS AND DUTIES.

13. THE ARCHITECTURAL CONTROL COMMITTEE APPROVAL OR DISAPPROVAL AS REQUIRED IN THESE COVENANTS SHALL BE INDICATED ON THE PLANS SUBMITTED TO THE GREENWOOD CITY PLANNING COMMISSION. IF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE FAILS TO APPROVE OR DISAPPROVE WITHIN 15 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 COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

14. ANY FIELD TILE OR UNDERGROUND DRAIN WHICH IS ENCOUNTERED IN CONNECTION 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 THEREOF, AND FURTHER, THAT PORTION OF NATURAL WATERWAY THROUGH A LOT SHALL BE MAINTAINED THE OWNER THEREOF.

WHISPERING TRAILS FIRST SECT. (P. 8 & 42)



NOTES:

THERE ARE STORM & SANITARY SEWER EASEMENTS ONLY, OF VARYING WIDTHS & SIZES ADJACENT TO STREET R/W ON THE FOLLOWING LOTS84

85, 90, 91, 95, 96, 97, 98, 99, 100, 101, 102, 104, 105, 106, 119, 120, 121, 122, 123, 124, 126, 127 & 111 THRU 115

KNOW ALL MEN BY THESE PRESENTS: THAT J. STEPHEN MOULDER, PRESIDENT, AND MARY M. MOULDER, SECRETARY - TREASURER OF MOULDER CORPORATION, BEING OWNERS IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE, IN GREENWOOD, JOHNSON COUNTY, INDIANA:

A PART OF THE SOUTHWEST QUARTER, AND A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER, ALL IN SECTION 25, TOWNSHIP 14 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, IN GREENWOOD, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

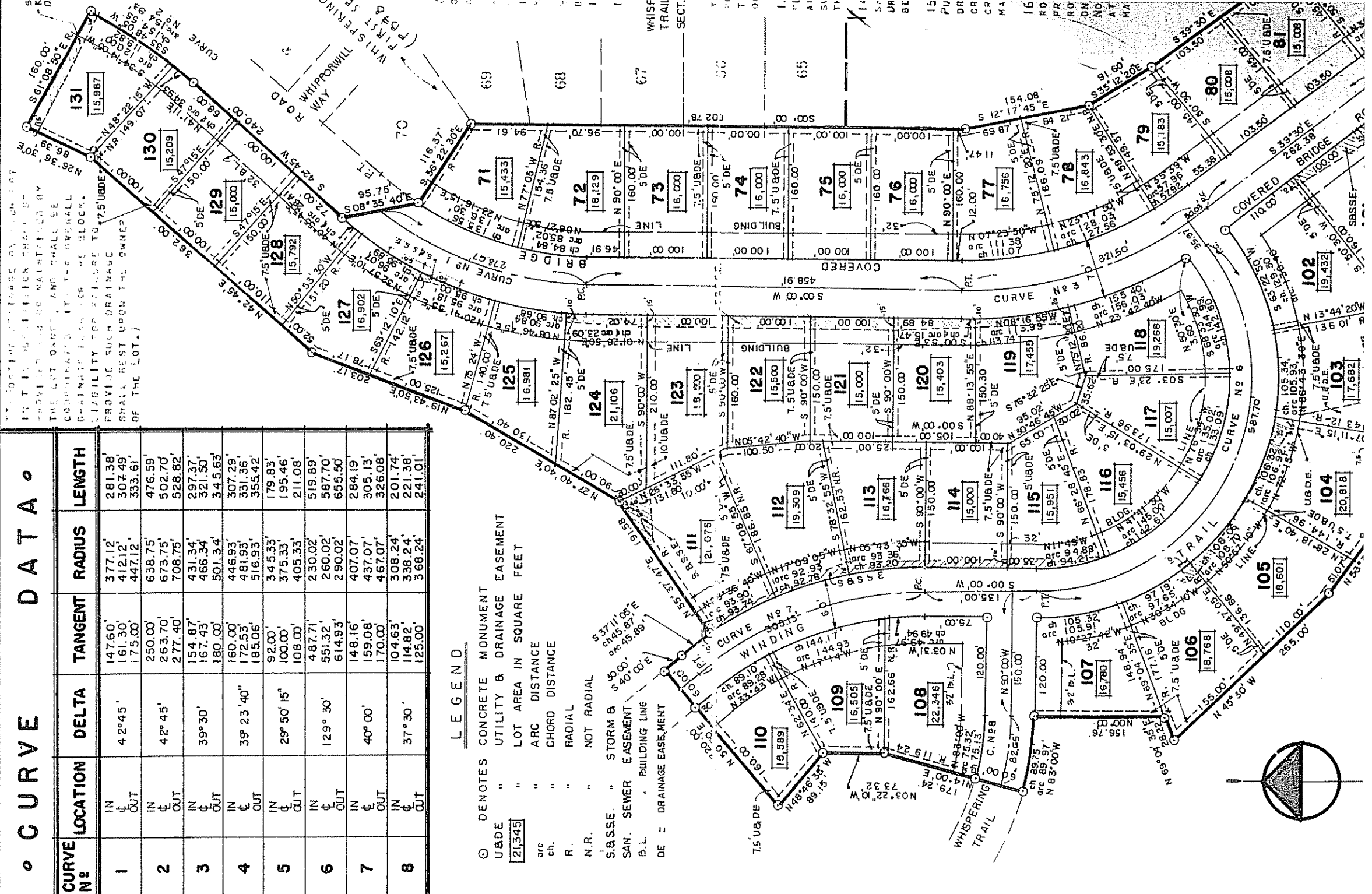
COMMENCING AT THE NORTHEAST CORNER OF SAID HALF QUARTER SECTION; THENCE SOUTH 00 DEGREES 42 MINUTES 40 SECONDS EAST 2656.00 FEET TO THE SOUTHEAST CORNER OF SAID HALF QUARTER SECTION; THENCE SOUTH 89 DEGREES 53 MINUTES 40 SECONDS WEST ON AND ALONG THE SOUTH LINE OF SAID HALF QUARTER SECTION 885.00 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIBED TRACT; THENCE CONTINUING SOUTH 89 DEGREES 53 MINUTES 40 SECONDS WEST 750.00 FEET ON AND ALONG SAID SOUTH LINE; THENCE NORTH 00 DEGREES 06 MINUTES 20 SECONDS WEST 160.00 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 40 SECONDS WEST 30.00 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 20 SECONDS WEST 210.00 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 40 SECONDS WEST 90.00 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 20 SECONDS WEST 150.00 FEET; THENCE NORTH 19 DEGREES 15 MINUTES EAST 100.00 FEET; THENCE NORTH 53 DEGREES 31 MINUTES 04 MINUTES WEST 141.07 FEET; THENCE NORTH 45 DEGREES 30 MINUTES WEST 265.00 FEET; THENCE NORTH 69 DEGREES 04 MINUTES 35 SECONDS EAST 28.22 FEET; THENCE NORTH 00 DEGREES 00 MINUTES, 156.76 FEET; THENCE ON A CURVE WHICH HAS A RADIUS OF 368.24 FEET AND A DEFLECTION ANGLE OF 37 DEGREES 30 MINUTES, AN ARC DISTANCE OF 89.97 FEET, WHICH ARC HAS A CHORD DISTANCE OF 69.75 FEET AND A CHORD BEARING OF NORTH 83 DEGREES 00 MINUTES WEST; THENCE NORTH 14 DEGREES 00 MINUTES EAST 179.24 FEET; THENCE NORTH 03 DEGREES 22 MINUTES 10 SECONDS WEST 73.32 FEET; THENCE NORTH 48 DEGREES 46 MINUTES 35 SECONDS WEST 89.15 FEET; THENCE NORTH 50 DEGREES 00 MINUTES EAST 220.00 FEET; THENCE SOUTH 40 DEGREES 00 MINUTES EAST 30.00 FEET; THENCE ON A CURVE WHICH HAS A RADIUS OF 467.07 FEET AND A DEFLECTION ANGLE OF 40 DEGREES 00 MINUTES, AN ARC DISTANCE OF 45.89 FEET, WHICH ARC HAS A CHORD DISTANCE OF 45.87 FEET AND A CHORD BEARING OF SOUTH 47 DEGREES 37 MINUTES WEST 111.30 FEET; THENCE NORTH 27 DEGREES 40 MINUTES EAST 220.40 FEET; THENCE NORTH 19 DEGREES 43 MINUTES 50 SECONDS EAST 203.17 FEET; THENCE NORTH 42 DEGREES 45 MINUTES EAST

CURVE DATA

CURVE N ^o	LOCATION	DELTA	TANGENT	RADIUS	LENGTH
1	IN	42°45'	147.60'	377.12'	281.38'
	OUT		161.30' 175.00'	412.12' 447.12'	307.49' 333.61'
2	IN	42°45'	250.00'	638.75'	476.59'
	OUT		263.70' 277.40'	673.75' 708.75'	502.70' 528.82'
3	IN	39°30'	154.87'	431.34'	297.37'
	OUT		167.43' 180.00'	466.34' 501.34'	321.50' 345.63'
4	IN	39°23'40"	160.00'	446.93'	307.29'
	OUT		172.53' 185.06'	481.93' 516.93'	331.36' 355.42'
5	IN	29°50'15"	92.00'	179.83'	129.00'
	OUT		100.00' 108.00'	375.33' 405.33'	195.46' 211.08'
6	IN	129°30'	487.71'	230.02'	519.89'
	OUT		551.32' 614.93'	260.02' 290.02'	587.70' 655.50'
7	IN	40°00'	148.16'	407.07'	284.19'
	OUT		159.08' 170.00'	437.07' 467.07'	305.13' 326.08'
8	IN	37°30'	104.63'	308.24'	201.74'
	OUT		114.82' 125.00'	338.24' 368.24'	221.38' 241.01'

LEGEND

- DENOTES CONCRETE MONUMENT
- UBDE " UTILITY & DRAINAGE EASEMENT
- 21,345 " LOT AREA IN SQUARE FEET
- arc " ARC DISTANCE
- ch. " CHORD DISTANCE
- R. " RADIAL
- N.R. " NOT RADIAL
- S.S.S.S.E. " STORM & SEWER EASEMENT
- SAN. SEWER " SEWER EASEMENT
- B.L. " BUILDING LINE
- DE = DRAINAGE EASEMENT



THE FOLLOWING CURVE DATA IS FOR THE CURVE SHOWN ON THE PLAN. THE CURVE SHOULD BE MAINTAINED BY THE LOT OWNER, AND SHALL BE CONTINUED TO THE OVERALL CHAINLINE FROM THE BLOCK. LIABILITY FOR FAILURE TO PROVIDE SUCH DRAINAGE SHALL REST UPON THE OWNER OF THE LOT.



NOTES:

1. THERE ARE STORM & SANITARY SEWER EASEMENTS ONLY, OF VARYING WIDTHS & SIZES ADJACENT TO STREET R/W ON THE FOLLOWING LOTS.....84

86, 90, 91, 95, 96, 97, 98, 99, 100, 101, 102, 104, 105, 106, 119, 120, 121, 122, 123, 124, 126, 127 & 111 THRU 115

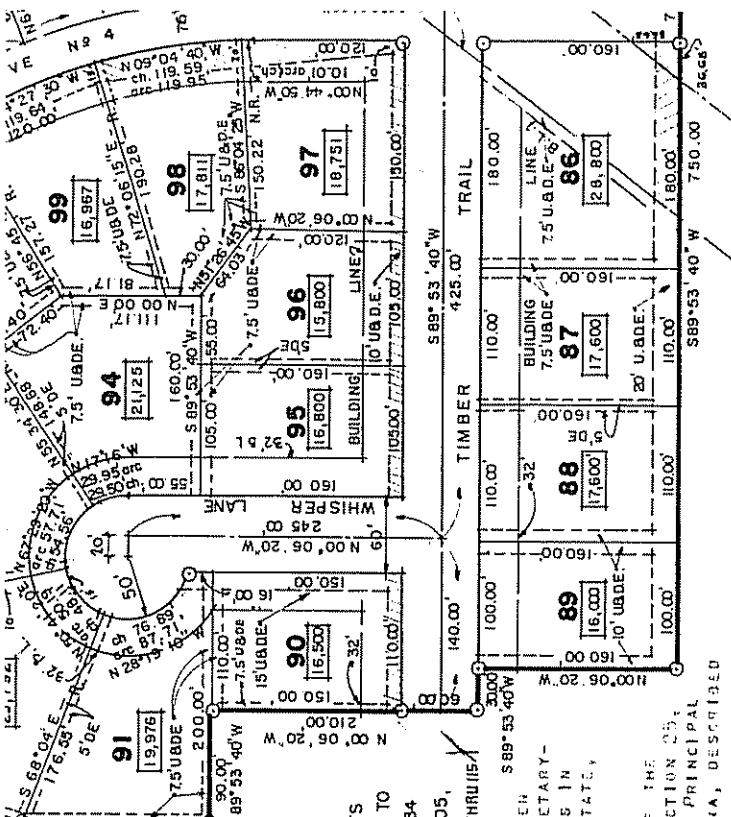
2. FOR ALL PERMITS THESE PRESENTS, THAT J. STEPHEN MOULDER, PRESIDENT, AND MARY M. MOLLER, SECRETARY-TREASURER OF MOULDER CORPORATION, BEING OWNERS IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE, IN GREENWOOD, JOHNSON COUNTY, INDIANA:

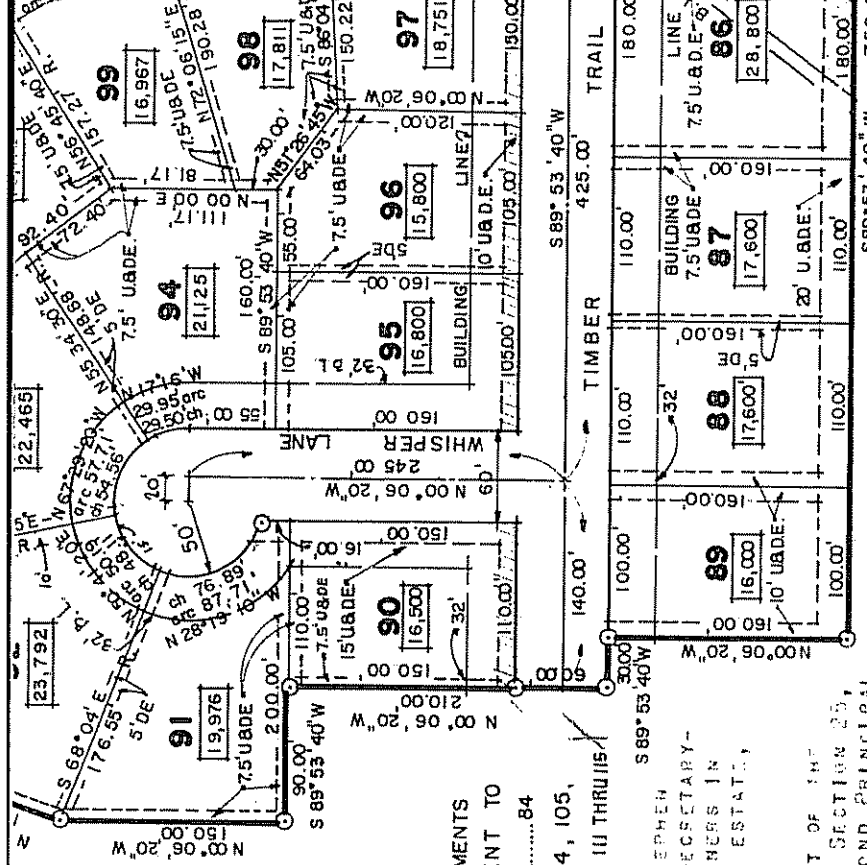
A PART OF THE SOUTHWEST QUARTER, AND A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER, ALL IN SECTION 05, TOWNSHIP 14 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, IN GREENWOOD, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID HALF QUARTER SECTION, THENCE SOUTH 00 DEGREES 40 MINUTES 40 SECONDS EAST 265.00 FEET TO THE SOUTHEAST CORNER OF SAID HALF QUARTER SECTION; THENCE SOUTH 89 DEGREES 53 MINUTES 40 SECONDS WEST ON AND ALONG THE SOUTH LINE OF SAID HALF QUARTER SECTION 885.00 FEET TO THE POINT OF BEGINNING OF THE DESCRIBED TRACT; THENCE CONTAINING SOUTH 89 DEGREES 53 MINUTES 40 SECONDS WEST 754.00 FEET ON AND ALONG SAID SOUTH LINE; THENCE NORTH 30 DEGREES 06 MINUTES 20 SECONDS WEST 162.00 FEET; THENCE SOUTH 69 DEGREES 53 MINUTES 40 SECONDS WEST 20.00 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 20 SECONDS WEST 46.80 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 20 SECONDS WEST 150.00 FEET; THENCE NORTH 13 DEGREES 15 MINUTES LAST 100.00 FEET; THENCE NORTH 53 DEGREES 01 MINUTES WEST 131.07 FEET; THENCE NORTH 45 DEGREES 30 MINUTES WEST 265.00 FEET; THENCE NORTH 01 DEGREE 04 MINUTES 35 SECONDS LAST 28.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES, 158.76 FEET; THENCE ON A CURVE WHICH HAS A RADIUS OF 366.24 FEET AND A CHORD DISTANCE OF 62.75 FEET AND A CHORD BEARING OF NORTH 83 DEGREES 00 MINUTES WEST; THENCE NORTH 14 DEGREES 00 MINUTES LAST 12.00 FEET; THENCE NORTH 03 DEGREES 13 MINUTES 18 SECONDS WEST 73.32 FEET; THENCE NORTH 08 DEGREES 40 MINUTES 35 SECONDS WEST 89.15 FEET; THENCE NORTH 50 DEGREES 00 MINUTES EAST 220.00 FEET; THENCE SOUTH 40 DEGREES 00 MINUTES EAST 30.00 FEET; THENCE ON A CURVE WHICH HAS A RADIUS OF 467.07 FEET AND A DEFLECTION ANGLE OF 42 DEGREES 00 MINUTES, AN ARC DISTANCE OF 45.89 FEET, WHICH ARC HAS A CHORD DISTANCE OF 40.87 FEET AND A CHORD BEARING OF SOUTH 27 DEGREES 47 MINUTES 50 SECONDS WEST 11.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES LAST 11.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES WEST 11.00 FEET; THENCE SOUTH 12 DEGREES 43 MINUTES 50 SECONDS EAST 205.17 FEET; THENCE NORTH 42 DEGREES 45 MINUTES EAST 362.00 FEET; THENCE NORTH 26 DEGREES 36 MINUTES 30 SECONDS EAST 86.59 FEET; THENCE SOUTH 51 DEGREES 30 MINUTES WEST 40 DEGREES 45 MINUTES, AN ARC DISTANCE OF 638.75 FEET AND A DEFLECTION ANGLE OF 40 DEGREES 05 MINUTES, AN ARC DISTANCE OF 154.33 FEET, WHICH ARC HAS A CHORD BEARING OF SOUTH 35 DEGREES 48 MINUTES 05 SECONDS WEST AND A CHORD DISTANCE OF 154.33 FEET; THENCE SOUTH 42 DEGREES 45 MINUTES WEST 240.00 FEET; THENCE SOUTH 08 DEGREES 35 MINUTES 40 SECONDS EAST 25.75 FEET; THENCE SOUTH 56 DEGREES 20 MINUTES 30 SECONDS EAST 116.17 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES, 500.78 FEET; THENCE SOUTH 11 DEGREES 17 MINUTES 45 SECONDS EAST 154.06 FEET; THENCE SOUTH 35 DEGREES 12 MINUTES 20 SECONDS EAST 91.60 FEET; THENCE SOUTH 23 DEGREES 30 MINUTES EAST 207.00 FEET; THENCE SOUTH 43 DEGREES 04 MINUTES 27 SECONDS EAST 14.72 FEET; THENCE SOUTH 45 DEGREES 15 MINUTES 40 SECONDS EAST 60.00 FEET; THENCE ON A CURVE HAVING A RADIUS OF 405.45 FEET AND A DEFLECTION ANGLE OF 29 DEGREES 50 MINUTES 15 SECONDS, AN ARC DISTANCE OF 73.59 FEET, WHICH ARC HAS A CHORD BEARING OF SOUTH 34 DEGREES 26 MINUTES 23 SECONDS WEST AND A CHORD DISTANCE OF 73.59 FEET, WHICH ARC HAS A CHORD BEARING OF SOUTH 37 DEGREES 18 MINUTES WEST 214.82 FEET; THENCE SOUTH 37 DEGREES 18 MINUTES WEST 214.82 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 40 SECONDS EAST 129.61 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 20 SECONDS EAST 220.30 FEET TO THE PLACE OF BEGINNING, CONTAINING 31.715 ACRES, MORE OR LESS.

DO HEREBY MAKE, PLY, 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 "WHISPERING TRAILS-SECOND SECTION," IN GREENWOOD, JOHNSON COUNTY, INDIANA. 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:

1. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES AND NO BUILDING SHALL BE ERRECTED, ALTERED OR PLACED OR PERMITTED ON ANY LOT OTHER THAN THE SINGLE-FAMILY DWELLING, NOT TO EXCEED TWO (2) STORIES IN HEIGHT AND AN ATTACHED GARAGE FOR NOT MORE THAN THREE (3) CARS. NO OUTBUILDINGS WILL BE PERMITTED.
2. NO BUILDING SHALL BE ERRECTED, 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. NO FENCE OR WALL SHALL BE ERRECTED, 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 COVENANT NO. 13.
3. NO DWELLING SHALL BE PERMITTED ON ANY LOT UNLESS THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE STORY PORCHES AND GARAGES SHALL BE NOT LESS THAN 1,500 SQUARE FEET FOR A ONE STORY DWELLING, NOT LESS THAN 900 SQUARE FEET FOR A DWELLING OF MORE THAN ONE STORY.
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 RECORDS PLAT. IN ANY EVENT, NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER THAN 32 FEET TO THE FRONT LOT LINE, OR NEARER THAN 10 FEET TO ANY REAR STREET CURB. NO BUILDING SHALL BE LOCATED NEARER THAN 12 FEET TO AN INTERIOR LOT LINE, FOR THE PURPOSES OF THIS COVENANT, LAWNS, 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, OR A LOT TO ENCROACH UPON ANOTHER LOT.





NOTES:

THERE ARE STORM & SANITARY SEWER EASEMENTS ONLY, OF VARYING WIDTHS & SIZES ADJACENT TO STREET R/W ON THE FOLLOWING LOTS84

85, 90, 91, 95, 96, 97, 98, 99, 100, 101, 102, 104, 105, 106, 119, 120, 121, 122, 123, 124, 126, 127 & 119 THRU 115

KNOW ALL MEN BY THESE PRESENTS: THAT J. STEPHEN MOULDER, PRESIDENT, AND MAPY W. MOULDER, SECRETARY-TREASURER OF MOULDER CORPORATION, BEING OWNERS IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE, IN GREENWOOD, JOHNSON COUNTY, INDIANA;

A PART OF THE SOUTHWEST QUARTER, AND A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER, ALL IN SECTION 25, TOWNSHIP 14 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, IN GREENWOOD, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

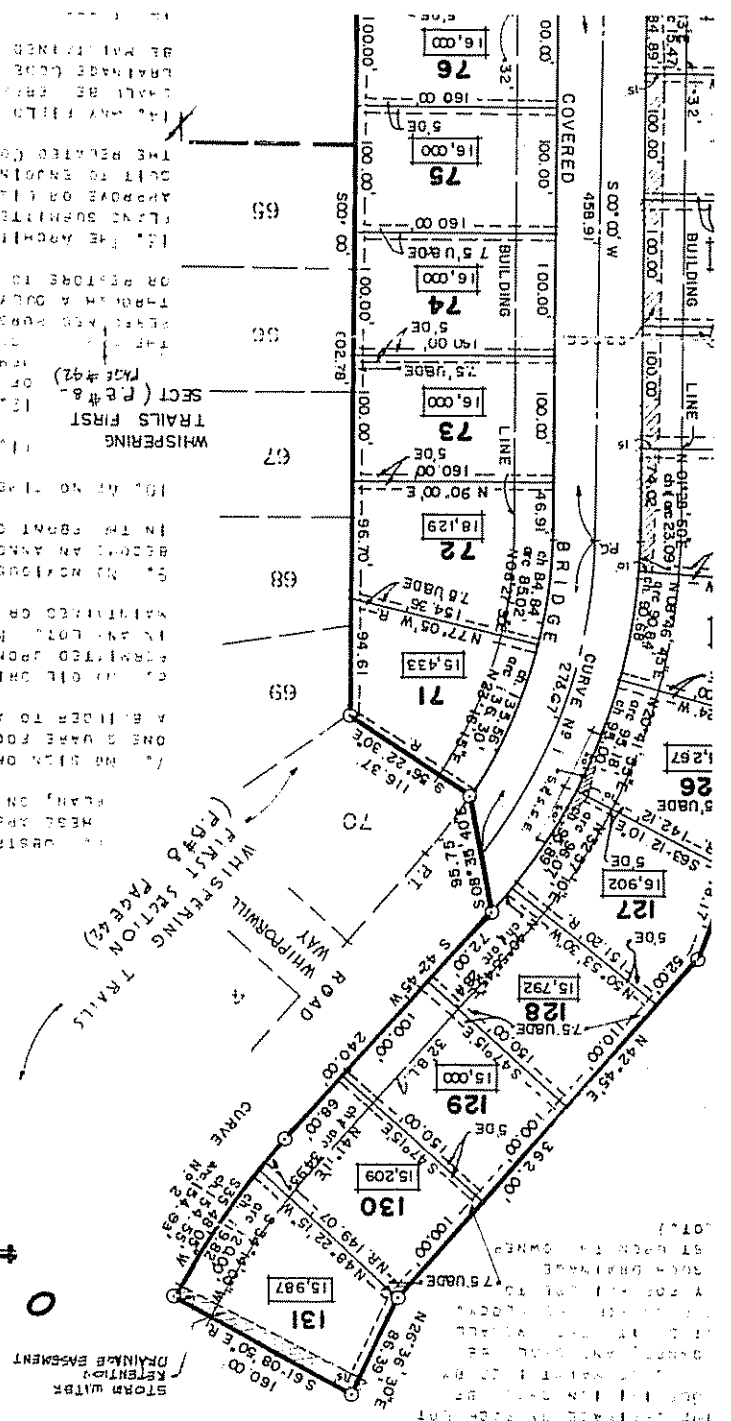
COMMENCING AT THE NORTHEAST CORNER OF SAID HALF QUARTER SECTION; THENCE SOUTH 00 DEGREES 40 MINUTES EAST 2656.00 FEET TO THE SOUTHEAST CORNER OF SAID HALF QUARTER SECTION; THENCE SOUTH 89 DEGREES 40 MINUTES WEST ON AND ALONG THE SOUTH LINE OF SAID HALF QUARTER SECTION 885.00 FEET TO THE BEGINNING OF THE DESCRIBED TRACT; THENCE CONTAINING SOUTH 89 DEGREES 55 MINUTES 40 SECONDS WEST 750 FEET ON AND ALONG SAID SOUTH LINE; THENCE NORTH 00 DEGREES 05 MINUTES 20 SECONDS WEST 180.00 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 40 SECONDS WEST 30.00 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 20 SECONDS 210.00 FEET; THENCE SOUTH 29 DEGREES 53 MINUTES 40 SECONDS WEST 90.00 FEET; THENCE NORTH 00 DEGREES 20 SECONDS WEST 150.00 FEET; THENCE NORTH 19 DEGREES 15 MINUTES LAST 100.00 FEET; THENCE NORTH 03 DEGREES 55 SECONDS WEST 141.07 FEET; THENCE NORTH 45 DEGREES 30 MINUTES WEST 265.00 FEET; THENCE NORTH DEGREES 04 MINUTES 35 SECONDS EAST 28.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES, 156.76 FEET; THEN CURVE WHICH HAS A RADIUS OF 368.24 FEET AND A DEFLECTION ANGLE OF 37 DEGREES 30 MINUTES; AN ARC DIST 89.97 FEET, WHICH ARC HAS A CHORD DISTANCE OF 64.75 FEET AND A CHORD BEARING OF N09TH 83 DEGREES 00 WEST; THENCE NORTH 14 DEGREES 00 MINUTES EAST 171.15 FEET; THENCE NORTH 03 DEGREES 42 MINUTES 18 SEC 73.32 FEET; THENCE NORTH 48 DEGREES 40 MINUTES 35 SECONDS WEST 89.15 FEET; THENCE NORTH 50 DEGREES 00 EAST 220.00 FEET; THENCE SOUTH 40 DEGREES 30 MINUTES LAST 30.00 FEET; THENCE ON A CURVE WHICH HAS A RADIUS OF 458.07 FEET AND A DEFLECTION ANGLE OF 40 DEGREES 00 MINUTES; AN ARC DISTANCE OF 45.89 FEET, WHICH ARC HAS A CHORD DISTANCE OF 40.82 FEET AND A CHORD BEARING OF S01° 27' 40\"/>

DO HEREBY MAKE, PLAT, SUBDIVIDE, LAY OFF AND DEDICATE SAID DESCRIBED REAL ESTATE INTO LOTS AND STREET ACCORDANCE WITH THE PLAT HERETO ATTACHED, WHICH ADDITION SHALL BE KNOWN AS "WHISPERING TRAILS--SECOND IN GREENWOOD, JOHNSON COUNTY, INDIANA. 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 WITH THE LAND, WHICH SAID RESTRICTIVE COVENANTS ARE AS FOLLOWS:

1. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES AND NO BUILDING SHALL BE ERRECTED, ALTERED OR PERMITTED ON ANY LOT OTHER THAN THE SINGLE-FAMILY DWELLING, NOT TO EXCEED TWO (2) STORIES IN HEIGHT ATTACHED GARAGE FOR NOT MORE THAN THREE (3) CARS. NO OUTBUILDINGS WILL BE PERMITTED.
2. NO BUILDING SHALL BE ERRECTED, 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 ACCORDANCE 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 ERRECTED, OR ALTERED ON ANY LOT NEARER TO ANY STREET THAN THE MINIMUM BUILDING SETBACK LINE UNLESS SIMILARLY APPROVED AS PROVIDED IN COVENANT NO. 13.
3. NO DWELLING SHALL BE PERMITTED ON ANY LOT UNLESS THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUDING ONE STORY PORCHES AND GARAGES SHALL BE NOT LESS THAN 1300 SQUARE FEET FOR A ONE STORY DWELLING, NOT LESS THAN 900 SQUARE FEET FOR A DWELLING OF MORE THAN ONE STORY.
4. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE OR NEARER TO THE SIDE STREET THAN THE MINIMUM BUILDING SETBACK LINES SHOWN ON THE RECORDED PLAT. IN ANY EVENT, NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER THAN 32 FEET TO THE FRONT LOT LINE, OR NEARER THAN 50 FEET TO ANY SIDE STREET LINE. NO BUILDING SHALL BE LOCATED NEARER THAN 12 FEET TO AN INTERIOR LOT LINE, FOR THE PURPOSES OF THIS COVENANT, GARAGES 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, OR A LOT TO ENCRDACH UPON ANOTHER LOT.

WHISPERING TRAILS

SECOND SECTION GREENWOOD, INDIANA



1. THE ARCHITECTURAL CONTRACT COMMITTEE APPROVAL OR DISAPPROVAL AS REQUIRED IN THESE COVENANTS SHALL BE INDICATED ON THE PLANS SUBMITTED TO THE GREENWOOD CITY PLANNING BOARD. IN THE EVENT THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE FAILS TO APPROVE OR DISAPPROVE WITHIN 60 DAYS AFTER PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, OR IN ANY EVENT, IF NO DECISION TO ENJOIN THE CONSTRUCTION HAS BEEN COMING TO THE COMMITTEE THEREOF, APPROVAL WILL NOT BE REQUIRED AND THE RELEVANT COVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

2. ANY VIOLATION OF THE COVENANTS WHICH IS DISCOVERED IN CONNECTION WITH THE CONSTRUCTION OF ANY IMPROVEMENT WITHIN THIS SECTION SHALL BE DEEMED TO BE A VIOLATION OF THE COVENANTS AND ALL OWNERS OF LOTS IN THIS SECTION AND THEIR SUCCESSORS SHALL COMPLY WITH THE PROVISIONS OF THESE COVENANTS AND SHALL BE RESPONSIBLE THEREFOR.

3. THE ARCHITECTURAL CONTRACT COMMITTEE SHALL BE COMPOSED OF TWO MEMBERS APPOINTED BY THE DEVELOPER, A MAJORITY OF WHOM SHALL BE RESIDENTS OF THE SECTION. THE COMMITTEE SHALL HAVE THE AUTHORITY TO ENJOIN THE CONSTRUCTION OF ANY IMPROVEMENT OR TO WITHDRAW FROM THE COMMITTEE.

4. THE ARCHITECTURAL CONTRACT COMMITTEE SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ANY IMPROVEMENTS REQUIRED BY THESE COVENANTS AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR THEREOF.

5. NO WORKS OR OFFENSIVE ACTIVITIES SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BECOME AN OBSTACLE OR INTERFERENCE TO THE NEIGHBORHOOD. (TRAILERS, BOATS, AND ALL OTHER EQUIPMENT SHALL NOT BE KEPT OR STORED IN THE FRONT OR REAR YARD.)

6. NO WORKS OR OFFENSIVE ACTIVITIES SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BECOME AN OBSTACLE OR INTERFERENCE TO THE NEIGHBORHOOD. (TRAILERS, BOATS, AND ALL OTHER EQUIPMENT SHALL NOT BE KEPT OR STORED IN THE FRONT OR REAR YARD.)

7. NO DRILLING, DIGGING, OR DEVELOPMENT OPERATIONS, INCLUDING QUARRYING, OR MINING OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON OR IN ANY LOT, NOR SHALL ANY TRENCHES, TUNNELS, TANKS, OR OTHER STRUCTURES, MINERAL EXCAVATIONS, OR SHAFTS BE PERMITTED UPON OR IN ANY LOT. NO DEBRIS OR OTHER STRUCTURES SHALL BE PERMITTED UPON OR IN ANY LOT. NO DEBRIS OR OTHER STRUCTURES SHALL BE PERMITTED UPON OR IN ANY LOT.

8. NO SIGN OR ANY KIND SHALL BE PLACED 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 SIGN TO BE PLACED ON THE LOT WITH APPROVAL OF THE COMMITTEE. ALL SIGNS SHALL BE PRESERVED AND MAINTAINED AS PERMANENT DRAINAGE FACILITIES.

9. OBSTRUCTION SHALL NOT BE PERMITTED TO REMAIN IN AREAS DESIGNATED AS DRAINAGE FACILITIES.

10. NO SIGN OR ANY KIND SHALL BE PLACED 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 SIGN TO BE PLACED ON THE LOT WITH APPROVAL OF THE COMMITTEE. ALL SIGNS SHALL BE PRESERVED AND MAINTAINED AS PERMANENT DRAINAGE FACILITIES.

11. OBSTRUCTION SHALL NOT BE PERMITTED TO REMAIN IN AREAS DESIGNATED AS DRAINAGE FACILITIES.

12. NO SIGN OR ANY KIND SHALL BE PLACED 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 SIGN TO BE PLACED ON THE LOT WITH APPROVAL OF THE COMMITTEE. ALL SIGNS SHALL BE PRESERVED AND MAINTAINED AS PERMANENT DRAINAGE FACILITIES.

13. NO SIGN OR ANY KIND SHALL BE PLACED 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 SIGN TO BE PLACED ON THE LOT WITH APPROVAL OF THE COMMITTEE. ALL SIGNS SHALL BE PRESERVED AND MAINTAINED AS PERMANENT DRAINAGE FACILITIES.

14. NO SIGN OR ANY KIND SHALL BE PLACED 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 SIGN TO BE PLACED ON THE LOT WITH APPROVAL OF THE COMMITTEE. ALL SIGNS SHALL BE PRESERVED AND MAINTAINED AS PERMANENT DRAINAGE FACILITIES.

15. NO SIGN OR ANY KIND SHALL BE PLACED 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 SIGN TO BE PLACED ON THE LOT WITH APPROVAL OF THE COMMITTEE. ALL SIGNS SHALL BE PRESERVED AND MAINTAINED AS PERMANENT DRAINAGE FACILITIES.

16. NO SIGN OR ANY KIND SHALL BE PLACED 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 SIGN TO BE PLACED ON THE LOT WITH APPROVAL OF THE COMMITTEE. ALL SIGNS SHALL BE PRESERVED AND MAINTAINED AS PERMANENT DRAINAGE FACILITIES.

17. NO SIGN OR ANY KIND SHALL BE PLACED 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 SIGN TO BE PLACED ON THE LOT WITH APPROVAL OF THE COMMITTEE. ALL SIGNS SHALL BE PRESERVED AND MAINTAINED AS PERMANENT DRAINAGE FACILITIES.

18. NO SIGN OR ANY KIND SHALL BE PLACED 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 SIGN TO BE PLACED ON THE LOT WITH APPROVAL OF THE COMMITTEE. ALL SIGNS SHALL BE PRESERVED AND MAINTAINED AS PERMANENT DRAINAGE FACILITIES.

19. NO SIGN OR ANY KIND SHALL BE PLACED 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 SIGN TO BE PLACED ON THE LOT WITH APPROVAL OF THE COMMITTEE. ALL SIGNS SHALL BE PRESERVED AND MAINTAINED AS PERMANENT DRAINAGE FACILITIES.

20. NO SIGN OR ANY KIND SHALL BE PLACED 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 SIGN TO BE PLACED ON THE LOT WITH APPROVAL OF THE COMMITTEE. ALL SIGNS SHALL BE PRESERVED AND MAINTAINED AS PERMANENT DRAINAGE FACILITIES.

