

WINFIELD**A**The undersigned, **LIBERTY SHORES, INC.****SECTION TWO
COVENANTS**

owner of the real estate shown and described herein, does hereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as "WINFIELD PARK SECTION TWO" an addition to the City of Greenfield.

Front building setback lines are hereby established as shown on this plat, between which lines and property lines of the streets there shall be erected and maintained no buildings and structures.

A perpetual easement is hereby granted to any local public utility or municipal department, their successors and assigns, within the area shown on the plat and marked "drainage and utility easement (D. & U. E.)" to install, lay, construct, renew, operate, maintain and remove conduits, cables, pipes, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with telephone, electric and gas, sewer and water service as a part of the respective utility systems; also is granted (subject to the prior rights of the public therein) the right to use the streets and lots with aerial service wires to serve adjacent lots and street lights, the right to cut down and remove or trim and keep trimmed any trees or shrubs that interfere or threaten to interfere with any of the said public utility equipment, and the right is hereby granted to enter upon the lots at all times for all the purposes aforesaid. No permanent buildings or trees shall be placed on said area as shown on the plat and marked "drainage and utility easement (D. & U. E.)", but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid user or the rights herein granted.

This subdivision shall be subject to the following restrictions which shall operate as perpetual covenants.

1. Drainage swales (ditches) along dedicated roadways and within the right-of-way or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Greenfield Board of Public Works & Safety. Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property long enough so that said drainage swales 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 Greenfield Board of Public Works & Safety.
2. Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by registered mail to repair said damage, after which time, if no action is taken, the Greenfield Board of Public Works & Safety will cause said repairs to be accomplished, and the said property owner shall be responsible for the payment of the bill for such repairs, forthwith.
3. No fence, wall, hedge, tree or other shrub planting which obstructs sight lines and elevations between the heights of 3 and 12 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a diagonal line connecting 2 points measured 15 feet along each of the street property lines equidistant from the intersection of the property lines or the property lines extended, at the corner of the lot or in the case of a rounded property corner from the intersection of the street right-of-way lines extended.
4. The same sight limitations shall apply to any lot line within 10 feet of the intersection of a street right-of-way line with the edge of the driveway pavement.
5. All lots in this subdivision shall be designated as residential lots.
6. No residence shall be erected, placed or permitted to remain on any lot unless said residence shall have a ground floor area of not less than 1,200 square feet or 960 square feet in the case of a two-story dwelling, exclusive of porch or garage.
7. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the plat.
8. No trailer, recreational vehicle, shack, basement, garage or other outbuildings or temporary structures shall be used for temporary or permanent residential purposes on any lot in the subdivision. No commercial dog kennel or junk yard will be permitted in the subdivision. No industry, trade, or other commercial activity, educational or otherwise, shall be conducted, practiced or permitted in the subdivision. Keeping of livestock except domestic pets as permitted by City of Greenfield Ordinance is prohibited.
9. No noxious or offensive trade shall be carried on upon any lot in this subdivision nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.
10. No swimming pools, above or below ground, shall be permitted on any lot in this subdivision.
11. No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini-bikes, or any other unconventional vehicles of any description, shall be permitted, parked, or stored anywhere within this subdivision except that any such vehicles may be parked or stored completely within an enclosed garage.

DUEY BERRIS
FOR CLERK

W. A. Berris
Auditor of Winlock County

PURK

**SECTION TWO
COVENANTS**

SLIDE 20
CABINET 1
INSTR. NO. 91-4219

12. The parking of any type or kind of vehicle shall not be permissible upon the streets, other than temporary parking by guests and invitees of any owner. Except within an enclosed garage, no inoperative or unlicensed vehicle shall be parked or repaired on any lot in this subdivision, or in any street thereon. This covenant shall in no way allow temporary parking or permanent parking on streets for which the City of Greenfield has passed ordinances prohibiting such.

13. Except to make it accessible for trash collection days when it shall be stored in appropriate closed containers, all garbage, trash, or refuse shall be stored in a location other than in front of the residence.

14. Exterior satellite dishes are prohibited.

15. All residential construction must be completed within one year after the starting date, including the final grading.

16. No concrete block house shall be permitted on any lot in this subdivision.

17. In order to preserve the natural quality and aesthetic appearance of the existing geographic area within the Development, any fence, light fixture or mailbox must be approved by the Developer or their assigns as to size, location, height and composition before it may be installed. Fencing shall not exceed six (6) feet in height. No fence shall be placed closer to the front lot line than the front building line setback line.

18. All residences constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot, nor shall modular constructed structures be placed on any lot.

19. The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly.

20. No signs or advertisements shall be displayed or placed on any lot or structures in the Development without the prior written approval of the Developer or their assigns. Garage sale and real estate "for sale" signs shall require approval of the Developer of their assigns and shall be limited to wall signs attached to the primary structure on the lot.

21. No outbuildings or accessory structures shall be permitted on any lot in the subdivision.

22. All driveways shall be hard surfaced with asphalt or concrete or other surfaces approved by the developer or their assigns.

The streets with appurtenant right-of ways, sidewalks, and street lamps, if not heretofore dedicated, are hereby dedicated to the City of Greenfield for the use and benefit of the public.

The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2013 at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the building sites covered by these covenants, or restrictions, in whole or in part. Invalidation of any one of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

By its **VICE-PRESIDENT AND SECRETARY, LIBERTY SHORES, INC** does hereby certify that it is the owner of the property described in the above caption and that as such owner, it has caused the said above described property to be surveyed and subdivided as shown on the herein drawn plat, as its own free and voluntary act and deed this 12th day of JUNE 1991.

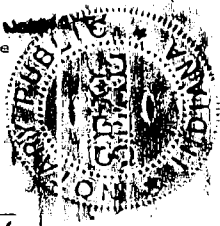
By R P Small
R.P. SMALL, VICE-PRES.
ATTEST:
By Noema T. Small
NOEMA T. SMALL, SECRETARY

STATE OF INDIANA)
) SS:
COUNTY OF HANCOCK

I, HAROLD GIBSON, a notary public in and for said county and State, do hereby certify that RICHARD P. SMALL AND NOEMA T. SMALL personally known to me to be the same person whose name is subscribed to the above certificate, appeared before me this day in person and acknowledge that he signed that above certificate as his own free and voluntary act and deed for the purpose therein set forth.

Given under my hand and notarial seal this 12th day of JUNE, 1991.

[Signature]
Notary Public
Printed Name: HAROLD GIBSON



My Commission Expires: 11-12-95
County of Residence: HANCOCK COUNTY