

WOODLAND STREAMS 4th Section

RESTRICTIVE COVENANTS

The undersigned, Woodland Streams Development Corporation by its duly authorized officers, Daniel R. Nichols, President and Rebecca S. Nichols, Secretary, Owner of the attached described real estate, hereby lay off, plat and subdivide said real estate in accordance with the plat and restrictions.

This subdivision shall be known and designated as "Woodland Streams, Fourth Section".

The streets, if not heretofore dedicated, are hereby dedicated to public use.

There are strips of ground marked "Utility and Drainage Strips" shown on the 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 their rights 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, except fences, shall be built, erected or maintained on said "Utility and Drainage Strips".

There are strips of ground marked Drainage Easements which are hereby reserved for the installation and maintenance of drainage improvements. Purchasers of lots in this subdivision shall take their titles subject to the easements hereby created and subject at all times to the proper authorities and the easements hereby created, and no permanent structures of any kind shall be built, erected or maintained on said Drainage Easements.

All lots in this subdivision by present and future owners or occupants shall be subject to the following conditions and restrictions which shall run with the land.

1. No lot shall be used except for residential purposes and no building shall be erected, altered, or placed on any lot, other than one detached single family dwelling not to exceed two stories in height and an optional private garage for not more than three (3) cars. Garages with open sides shall not be permitted.
2. 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 1100 square feet for a dwelling of more than one story.
3. No building shall be located on any lot nearer to the front lot line or nearer the side street line than the minimum building set-back lines as shown on the recorded plat. No building shall be located nearer than 10 feet to a side yard line and the total side yard set-back (both sides) must be at least 25 feet. A five (5) foot side yard set-back shall be required for an accessory building not exceeding 18 feet in height and if detached from the principal building, it shall be located at least as far back as the rear of the principal building. No building shall be located closer than 25 feet to the rear lot line.
4. No building shall be erected, placed or altered on any lot until the construction plan 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 elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line, unless similarly approved. Approval shall be as provided in Part 6.
5. The Architectural Control Committee is composed of three 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 members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives 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 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.
6. The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representatives, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted prior to the completion thereof, said to enjoy the construction has commenced to it, or in any event, if no approval will not be required and the related covenants shall be deemed to have been fully complied with.
7. Written approval of the Architectural Control Committee, and where, in the opinion of said Committee, the location will not detract materially from the appearance and value of other properties, a dwelling may be located nearer to a street than above provided, but not nearer than 25 feet to any street line.
8. 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.
9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as residence, either temporarily or permanently. The exterior surface of all buildings shall have the written approval of the Architectural Control Committee. All dwellings shall contain a garbage disposal unit. Outside trash burners will not be permitted.
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 to advertise the property during the construction and sales period.
11. No oil drilling, oil development operations, oil refineries, quarries 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. Antennas, masts or towers of any kind will not be permitted or remain on any lot or outside any dwelling.
14. No fence, wall, hedge or shrub planting which obstructs the sight lines at elevations between two and six 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 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 property line with the edge of a driveway pavement. No driveway shall be located within 70 feet of the intersection of two street lines.
15. Each lot shall be kept in a neat and pleasing manner. Campers, recreational vehicles or boats of any kind may not be stored or parked on any lot outside the main dwelling or garage. It is the intention of this restriction to assure that all lots and surrounding present a park-like appearance.
16. No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is approved by Johnson County and is located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health.
17. Any field tile or underground drain which is encountered in construction of any improvements 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.

18. Any motor vehicle which is inoperative and not being used for normal transportation shall not be permitted to remain on any lot. Above the ground swimming pools shall not be permitted or constructed on any lot.

19. The finished yard elevations at the house site on lots in this subdivision shall not be less than the elevations shown on the general development plan.

20. 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 sodded grassways, or other non-eroding surfaces. 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. 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.

21. These restrictions are hereby declared to be covenants running with the 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 years, unless at any time following recording, 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.

22. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. 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.

WITNESS OUR HAND AND CORPORATE SEAL THIS 4th DAY OF April, 1979. WOODLAND STREAMS DEVELOPMENT CORPORATION

Daniel R. Nichols
Daniel R. Nichols, President
Rebecca S. Nichols
Rebecca S. Nichols, Secretary

STATE OF INDIANA)
COUNTY OF JOHNSON)

Before me, the undersigned, a notary public in and for said county and state, personally appeared Daniel R. Nichols, President and Rebecca S. Nichols, Secretary and acknowledged the execution of the foregoing as their voluntary act and deed.

WITNESS my hand and notarial seal this 4th day of April, 1979

MY COMMISSION EXPIRES 3-2-1980

Kay McGowan
Kay McGowan, Notary Public
Johnson County, Indiana

Under authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly, State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Board of County Commissioners of the County of Johnson, Indiana, this plat was given approval by the County of Johnson as follows:

APPROVED by the Johnson County Plan Commission at a meeting held 1979

Floyd R. Estes
Floyd R. Estes, President
Carl Steinhilber
Carl Steinhilber, Secretary

Under authority provided by Chapter 47, Acts of 1957, The General Assembly, State of Indiana, this plat was given approval by the Board of County Commissioners of Johnson County, Indiana at a meeting held on the 7th day of April, 1979

Eugene Barger
Eugene Barger
Russ Ferrilli
William R. Drake

APPROVED by the Johnson County Drainage Board this 7th day of April, 1979

Russ Ferrilli
Russ Ferrilli
William R. Drake
William R. Drake

ENTERED FOR TAXATION THIS 13 DAY OF June 1979

NO. 005448 JAMES M. WILKINSON, Auditor
JAMES M. WILKINSON, Auditor
Johnson County, Indiana

RECEIVED FOR RECORD THIS 13 DAY OF June, 1979, at 4:05 P.M.

AND RECORDED IN PLAT BOOK NO. 9 PAGE NUMBER 72

S. Kathryn Pritts
S. Kathryn Pritts, Recorder
Johnson County, Indiana

THIS PLAT PREPARED BY FRANKLIN ENGINEERING COMPANY

B-704

WOODLAND STREAMS 5th Section

RESTRICTIVE COVENANTS

The undersigned, Woodland Streams Development Corporation by its duly authorized officers, Daniel R. Nichols, President and Rebecca S. Nichols, Secretary, Owner of the attached described real estate, hereby lay off, plat and subdivided said real estate in accordance with the plat and restrictions.

This subdivision shall be known and designated as "Woodland Streams Fifth Section".

The streets, if not heretofore dedicated, are hereby dedicated to public use.

There are strips of ground marked "Utility and Drainage Strips" shown on the plat which are hereby reserved for public utilities, not including transportation, comprising, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. Purchasers of lots in this subdivision shall take their titles 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, except fences, shall be built erected or maintained on said "Utility and Drainage Strips".

There are strips of ground marked "Drainage Easements" which are hereby reserved for the installation and maintenance of drainage improvements. Purchasers of lots in this subdivision shall take their title subject to the easement hereby created and subject at all times to the proper authorities and the easements hereby created, and no permanent structure of any kind shall be built, erected or maintained on said "Drainage Easements".

All lots in this subdivision by present and future owners or occupants shall be subject to the following conditions and restrictions, which shall run with the land.

1. No lot shall be used except for residential purposes and no building shall be erected, altered, or placed on any lot, other than one detached single family dwelling not to exceed two stories in height and an optional private garage for not more than three (3) cars. Garages with open sides shall not be permitted.
2. 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 1100 square feet for a dwelling of more than one story.
3. No building shall be located on any lot nearer to the front lot line or nearer the side street line than the minimum building set-back lines as shown on the recorded plat. No building shall be located nearer than 10 feet to a side yard line, and the total side yard set-back (both sides) must be at least 25 feet. A five (5) foot side yard set-back shall be required for an accessory building not exceeding 18 feet in height and if detached from the principal building, it shall be located at least as far back as the rear of the principal building. No building shall be erected closer than 25 feet to the rear lot line.
4. No building shall be erected, placed or altered on any lot until the construction plan 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 elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line, unless similarly approved. Approval shall be as provided in Part 6.
5. The Architectural Control Committee is composed of three 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 members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the 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.
6. The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representatives, fails to approve or disapprove within thirty (30) days after the specifications have been submitted to it, or in any event, if no suit to enforce the construction has commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
7. With written approval of the Architectural Control Committee, and where, in the opinion of said Committee, the location will not detract materially from the appearance and value of other properties, a dwelling may be located nearer to a street than above provided, but not nearer than 25 feet to any street line.
8. 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.
9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. The exterior surface of all buildings shall have the written approval of the Architectural Control Committee. All dwellings shall contain a garbage disposal unit. Outside trash burners will not be permitted.
10. No sign of any kind shall be displayed to the public view on any lot, except one square foot advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
11. No oil drilling, oil development operations, oil refinings, quarries 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 raised for any commercial purpose.
13. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Antennas, masts, or towers of any kind will not be permitted or remain on any lot or structure any building or shrub planting which obstructs the sight lines at elevations between two and six 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 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 property line with the edge of a driveway pavement. No driveway shall be located within 70 feet of the intersection of two street lines.
15. Each lot shall be kept in a neat and pleasing manner. Campers recreational vehicles or boats of any kind may not be stored or parked on any lot outside the main dwelling or garage. It is the intention of this restriction to assure that all lots and surroundings present a park-like appearance.
16. No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is approved by Johnson County and is located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health.

COVENANTS

17. Any field tile or underproud drain which is encountered in construction of any improvements 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.

18. Any motor vehicle which is inoperative and not being used for normal ground swimming pools shall not be permitted to remain on any lot. Above the ground swimming pools shall not be constructed or constructed on any lot.

19. The finished yard elevations at the house site on lots in this subdivision shall be not less than the elevation shown on the general development plan.

20. 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 sodded grassways, or other non-eroding surfaces. 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. 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.

21. These restrictions are hereby declared to be covenants running with the 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 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.

22. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. 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.

WITNESS OUR HAND AND CORPORATE SEAL THIS 16th DAY OF April 1979

WOODLAND STREAMS DEVELOPMENT CORPORATION
Daniel R. Nichols, President
Rebecca S. Nichols, Secretary

STATE OF INDIANA)
COUNTY OF JOHNSON) SS

Before me, the undersigned, a notary public in and for said county and state, personally appeared Daniel R. Nichols, President and Rebecca S. Nichols, Secretary and acknowledged the execution of the foregoing as their voluntary act and deed.

WITNESS my hand and notarial seal this 16th day of April 1979

ME COMMISSION EXPIRES March 13, 1980
Notary Public
Johnson County, Indiana

Under authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Board of County Commissioners of the County of Johnson, Indiana, this plat was given approval by the County of Johnson as follows:

APPROVED by the Johnson County Plan Commission at a meeting held April 1979

Floyd E. Eases, President
Carl Steigfeger, Secretary

Under authority provided by Chapter 47, Acts 1951, The General Assembly, State of Indiana, this plat was given approval by the Board of County Commissioners of Johnson County, Indiana, at a meeting held on the 16th day of April 1979

Approved by the Johnson County Drainage Board this 16th day of April 1979

William H. Drake

Approved by the Johnson County Drainage Board this 16th day of April 1979

William H. Drake

Entered for taxation THIS 19 DAY OF April 1979

NO. 003231
June Good, Auditor
Johnson County, Indiana

RECEIVED FOR RECORD THIS 19th DAY OF April 1979 at 2:55 P.M.
AND RECORDED IN PLAT BOOK NO. 7 PAGE NUMBER 23

S. Kathryn Pitts, Recorder
Johnson County, Indiana

THIS PLAT PREPARED BY FRANKLIN ENGINEERING COMPANY

B-692

DESCRIPTION

Part of the Southeast quarter of Section 13, Township 13 North, Range 3 East of the Second Principal Meridian described as follows:

Beginning at a point on the South line of the said quarter Section 730.00 feet East of the Southwest corner thereof, said point also being the Southeast corner of Woodland Stream, Fifth Section, as recorded in Plat Book 9, Page 13 in the office of the Recorder of Johnson County, Indiana; thence North 00 degrees 31 minutes 08 seconds East 10.00 feet; thence North 20 degrees 01 minutes 08 seconds East 101.52 feet; thence North 59 degrees 34 minutes 41 seconds East 174.55 feet; thence North 34 degrees 19 minutes 05 seconds East 134.43 feet; thence North 28 degrees 36 minutes 00 seconds East 135.00 feet; thence North 10 degrees 23 minutes 44 seconds East 127.15 feet; thence North 43 degrees 15 minutes 45 seconds East 117.56 feet; thence North 50 degrees 16 minutes 13 seconds West 94.00 feet to the Southwest corner of Woodland Stream, Third Section (Acreage) as recorded in Plat Book 9, Page 12 in the office of the Recorder of Johnson County, Indiana; thence South 80 degrees 41 minutes 04 seconds East 293.73 feet to a point on a curve; thence Southwesterly on and close a curve to the right having a radius of 1099.42 and a central angle of 3 degrees 03 minutes 42 seconds, an arc distance of 20.00 feet, said arc being subtended by a chord of 20.00 feet bearing South 10 degrees 44 minutes 19 seconds West; thence South 11 degrees 15 minutes 23 seconds West 70.17 feet; thence South 78 degrees 44 minutes 08 seconds East 50.00 feet; thence South 89 degrees 28 minutes 32 seconds East 50.55 feet to the Southeast corner of the said Third Section (Acreage), said point also being on the West line of Woodland Stream, Fourth Section, as recorded in Plat Book 9, Page 12 in the office of the Recorder of Johnson County, Indiana; thence South 07 degrees 39 minutes 13 seconds West 58.42 feet to a point on the South line of the said quarter Section, said point being the Southwest corner of Woodland Stream, Fourth Section; thence North 88 degrees 28 minutes 21 seconds West on and along the South line of the said quarter Section 971.87 feet to the Point of Beginning containing 10.403 acres more or less, subject to all legal rights-of-way and easements.

I certify that the above plat and description are true and accurate representations of the above described real estate. WITNESS MY HAND AND SEAL THIS 25th DAY OF MARCH, 1981.

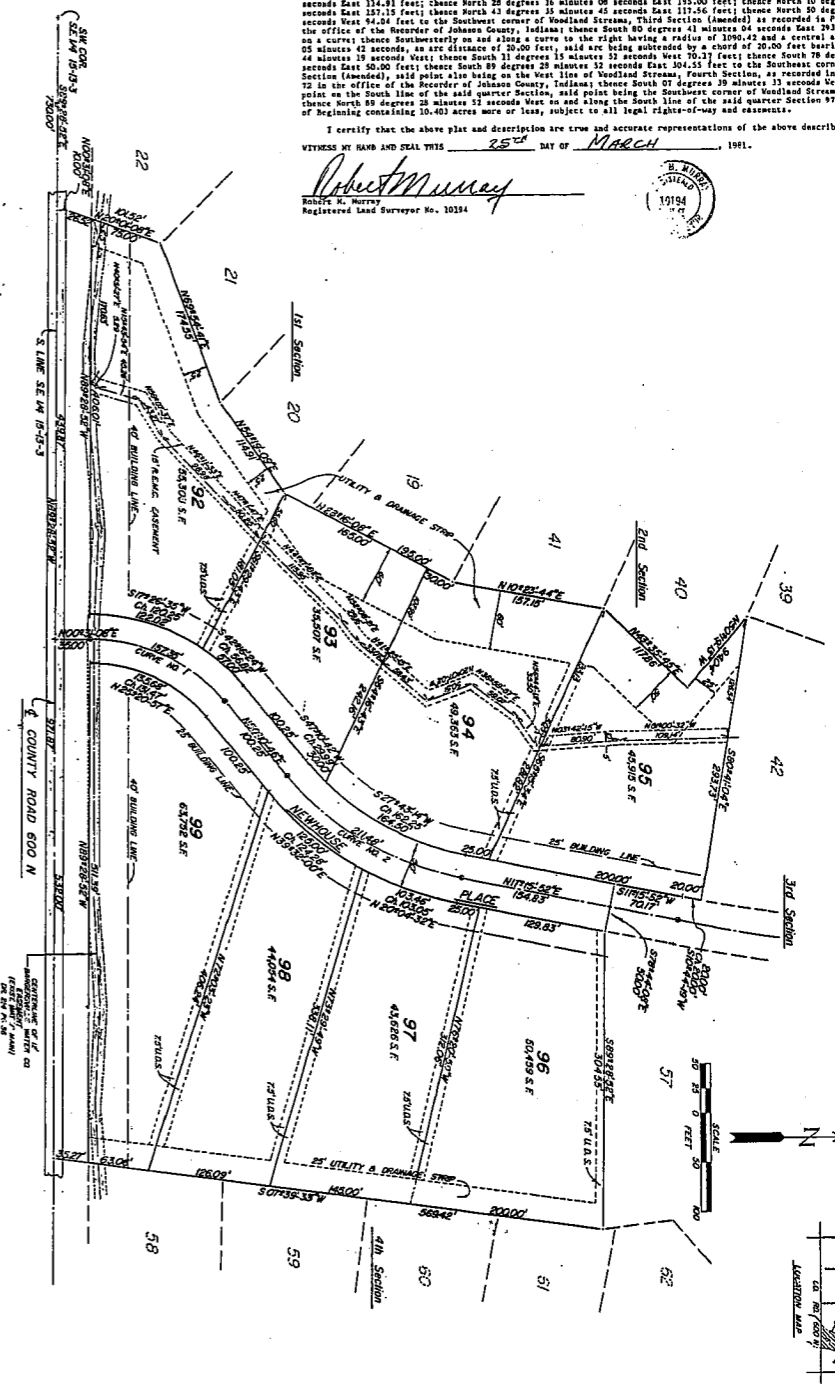
Robert M. Murray
Registered Land Surveyor No. 10384



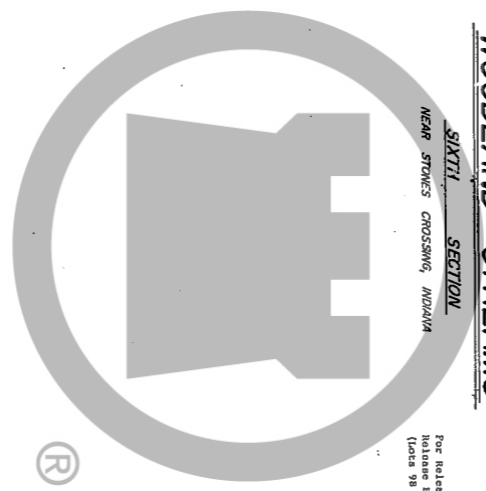
CURVE NO.	ANGLE	BEARING	CHORD	ARC	AREA	LENGTH
1	3° 03' 42"	S 10° 44' 19" W	20.00	74.43	105.52	125.57
2	0° 01' 08"	S 78° 44' 08" E	20.00	59.77	105.52	125.57

LEGEND

- Utility & Easement Strip
- Building Footprint
- Building Footprint with Cur. 1/2"
- Building Footprint with Cur. 1/4"



CHICAGO TITLE



For Release of Easement and Release of Lien, see Release Record 55 Pages 131, 134, 137 & 138. For Mayor & Release of Lien, see Release Record 55 Pages 98 & 99. Book B, Page 773, File Number 1981-000773

