



DAVID BRENTON'S TEAM

RE/MAX Select, REALTORS

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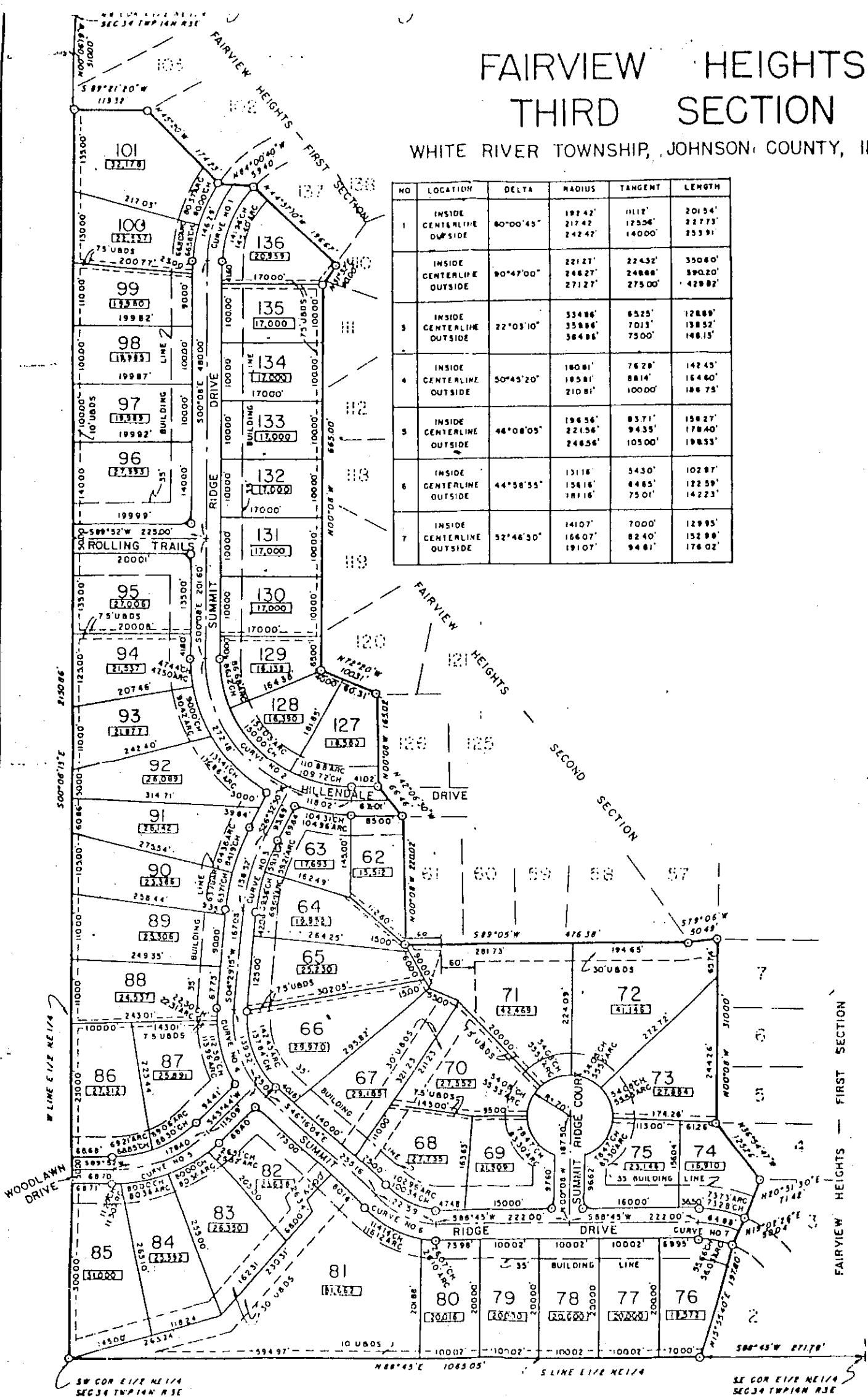
The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

The information is deemed reliable, but not guaranteed.

FAIRVIEW HEIGHTS THIRD SECTION

WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA

NO	LOCATION	DELTA	RADIUS	TANGENT	LENGTH
1	INSIDE CENTERLINE OUTSIDE	80°00'43"	192.42' 217.42' 242.42'	1112' 12556' 14000'	201.54' 227.73' 253.91'
2	INSIDE CENTERLINE OUTSIDE	90°47'00"	221.27' 246.27' 271.27'	224.32' 24888' 275.00'	350.60' 390.20' 429.82'
3	INSIDE CENTERLINE OUTSIDE	22°03'10"	334.86' 358.86' 384.86'	65.25' 70.13' 75.00'	128.89' 138.52' 148.15'
4	INSIDE CENTERLINE OUTSIDE	50°45'20"	180.81' 195.81' 210.81'	76.28' 88.14' 100.00'	142.43' 164.60' 186.75'
5	INSIDE CENTERLINE OUTSIDE	44°08'05"	196.56' 221.56' 246.56'	83.71' 94.33' 105.00'	158.27' 178.40' 198.53'
6	INSIDE CENTERLINE OUTSIDE	44°58'55"	131.16' 156.16' 181.16'	54.30' 64.85' 75.01'	102.87' 122.39' 142.23'
7	INSIDE CENTERLINE OUTSIDE	52°46'30"	141.07' 166.07' 191.07'	70.00' 82.40' 94.81'	129.95' 152.98' 178.02'



1" = 30'-0"

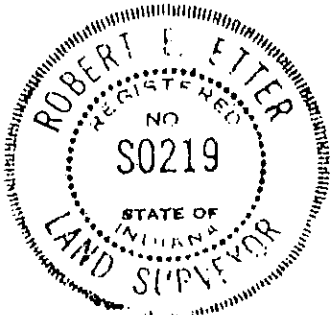
LT #75-1344 C
Buyers: Wayne Cole and
Karen Sue Cole

DESCRIPTION
Lot No. 63 in Fairview
Heights-Third Section in
White River Township,
Johnson County, Indiana,
as per Plat thereof recorded
in Plat Book 7, Page 75
of the records of the
Recorder of Johnson
County, Indiana.

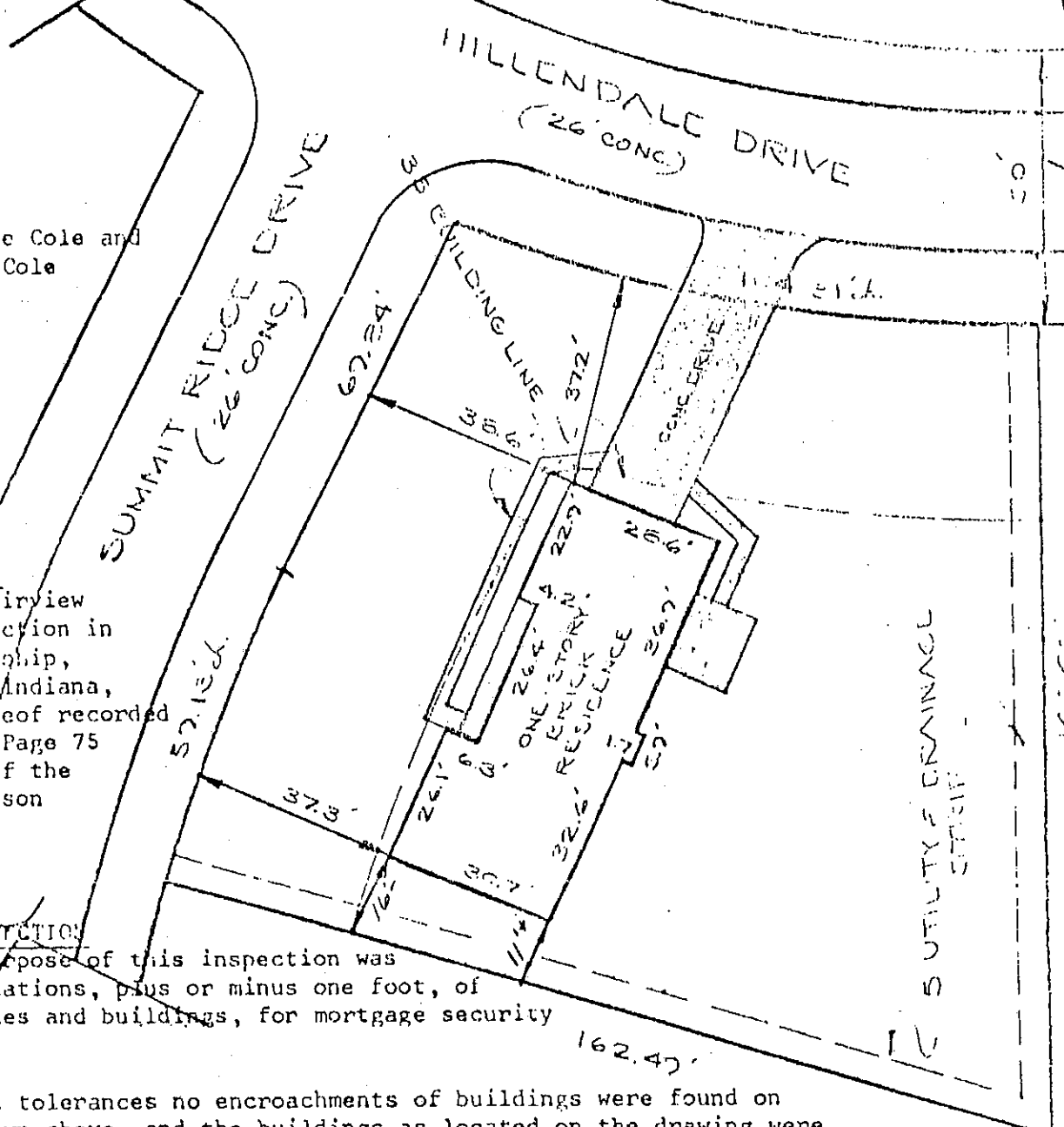
IMPROVEMENT INSPECTION

PURPOSE - The purpose of this inspection was
to check the locations, plus or minus one foot, of
the property lines and buildings, for mortgage security
purposes only.

Within the above tolerances no encroachments of buildings were found on
the tract as shown above, and the buildings as located on the drawing were
contained wholly within said boundaries.



Robert E. Etter
Robert E. Etter
Reg. Land Surveyor No. S0219
December 4, 1975

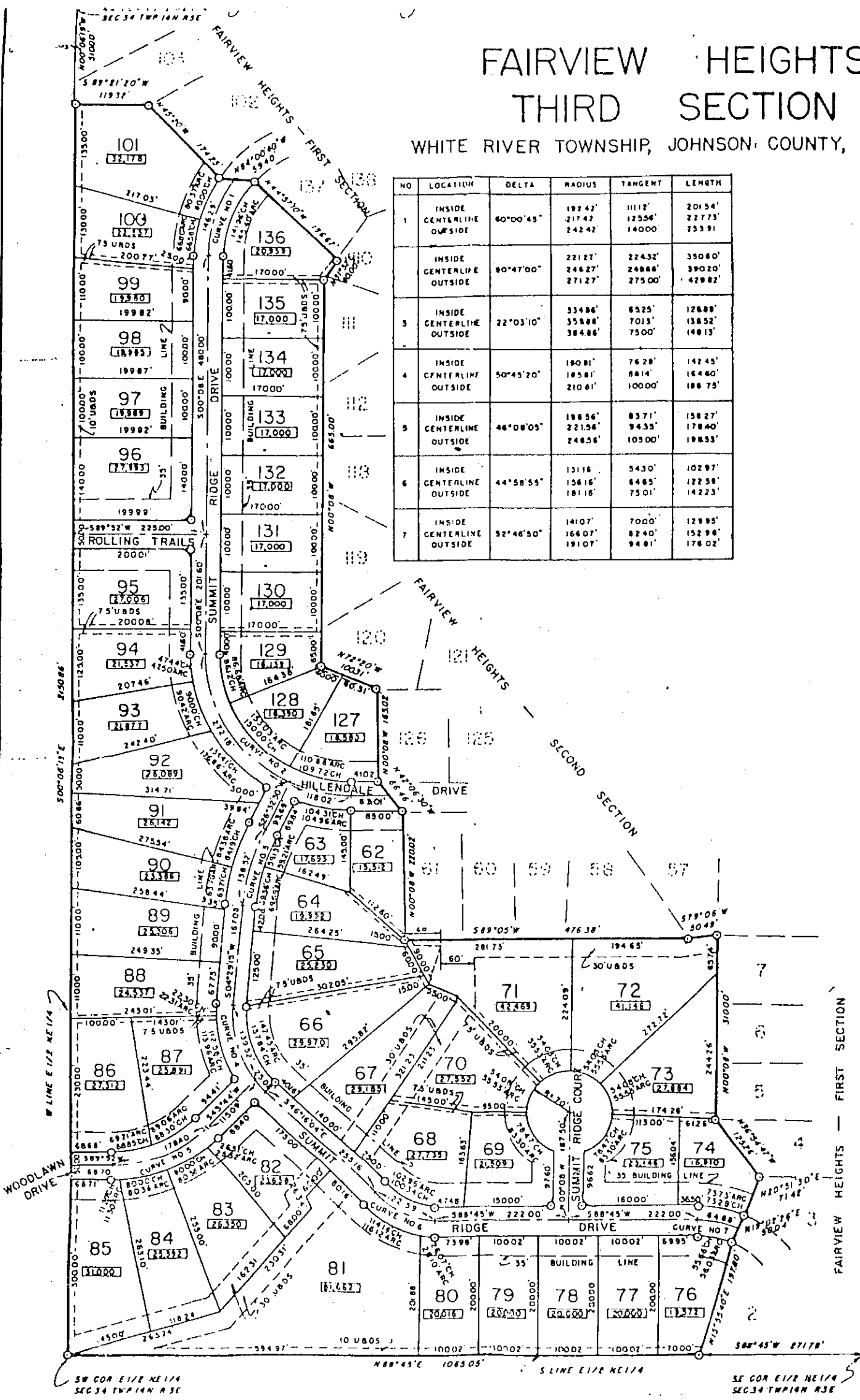


FAIRVIEW HEIGHT THIRD SECTION

1. No lot shall be used except for residential purposes and no building shall be erected, altered, or placed on any lot, other than detached single family dwelling not to exceed two stories in height and a private garage not more than two (2) cars.
2. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one story open porch and garages, shall be not less than 1200 square feet for a one story dwelling, nor less than 900 square feet for a dwelling of more than one story.
3. No building shall be located on any lot rear 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 10 feet to a side yard line, and the total side yard setback (both sides) must be at least 25 feet. A 5 foot side yard setback shall be required for an accessory building not exceeding 18 feet in height and if detached from the principal building, it shall be located 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 noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood.
5. 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.
6. 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.
7. 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 on 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 cealed.
8. 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.
9. No lot shall be used or maintained as dumping ground for rubbish, trash or garbage. Waste matter or materials shall be kept only in sanitary containers, and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
10. 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 three 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 to any lot within 10 feet from the intersection of a street property line with the edge of driveway pavement.
11. No individual water supply system shall be permitted on any lot.
12. 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.
13. Individual sewage disposal systems shall be located, designed, and constructed in accordance with the Indiana State Board of Health.
14. Any motor vehicle which is inoperated and not being used for normal transportation shall not be permitted to remain on any lot.
15. 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 in 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.
16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. 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.

FAIRVIEW HEIGHTS THIRD SECTION

WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA



NO	LOCATION	DELTA	RADIUS	TANGENT	LENGTH
1	INSIDE CENTERLINE	60°00'45"	192.42'	11112'	201.54'
	CENTERLINE		217.42'	12556'	227.75'
	OUTSIDE		242.42'	14000'	253.91'
2	INSIDE CENTERLINE	90°47'00"	221.27'	224.32'	350.60'
	CENTERLINE		246.27'	248.66'	390.20'
	OUTSIDE		271.27'	275.00'	429.82'
3	INSIDE CENTERLINE	22°03'10"	334.96'	65.25'	126.88'
	CENTERLINE		359.96'	70.13'	138.52'
	OUTSIDE		384.96'	75.00'	148.15'
4	INSIDE CENTERLINE	50°45'20"	180.81'	76.28'	142.45'
	CENTERLINE		185.81'	88.14'	164.60'
	OUTSIDE		210.81'	100.00'	186.75'
5	INSIDE CENTERLINE	44°08'05"	195.56'	83.71'	158.27'
	CENTERLINE		221.56'	94.35'	178.40'
	OUTSIDE		246.56'	105.00'	198.53'
6	INSIDE CENTERLINE	44°58'55"	131.16'	54.30'	102.97'
	CENTERLINE		156.16'	64.65'	122.58'
	OUTSIDE		181.16'	75.01'	142.23'
7	INSIDE CENTERLINE	32°46'50"	141.07'	70.00'	129.95'
	CENTERLINE		164.07'	82.40'	152.98'
	OUTSIDE		191.07'	94.81'	176.02'

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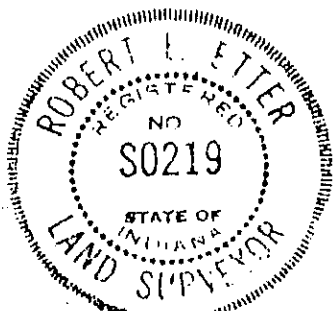
DESCRIPTION

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IMPROVEMENT INSPECTION

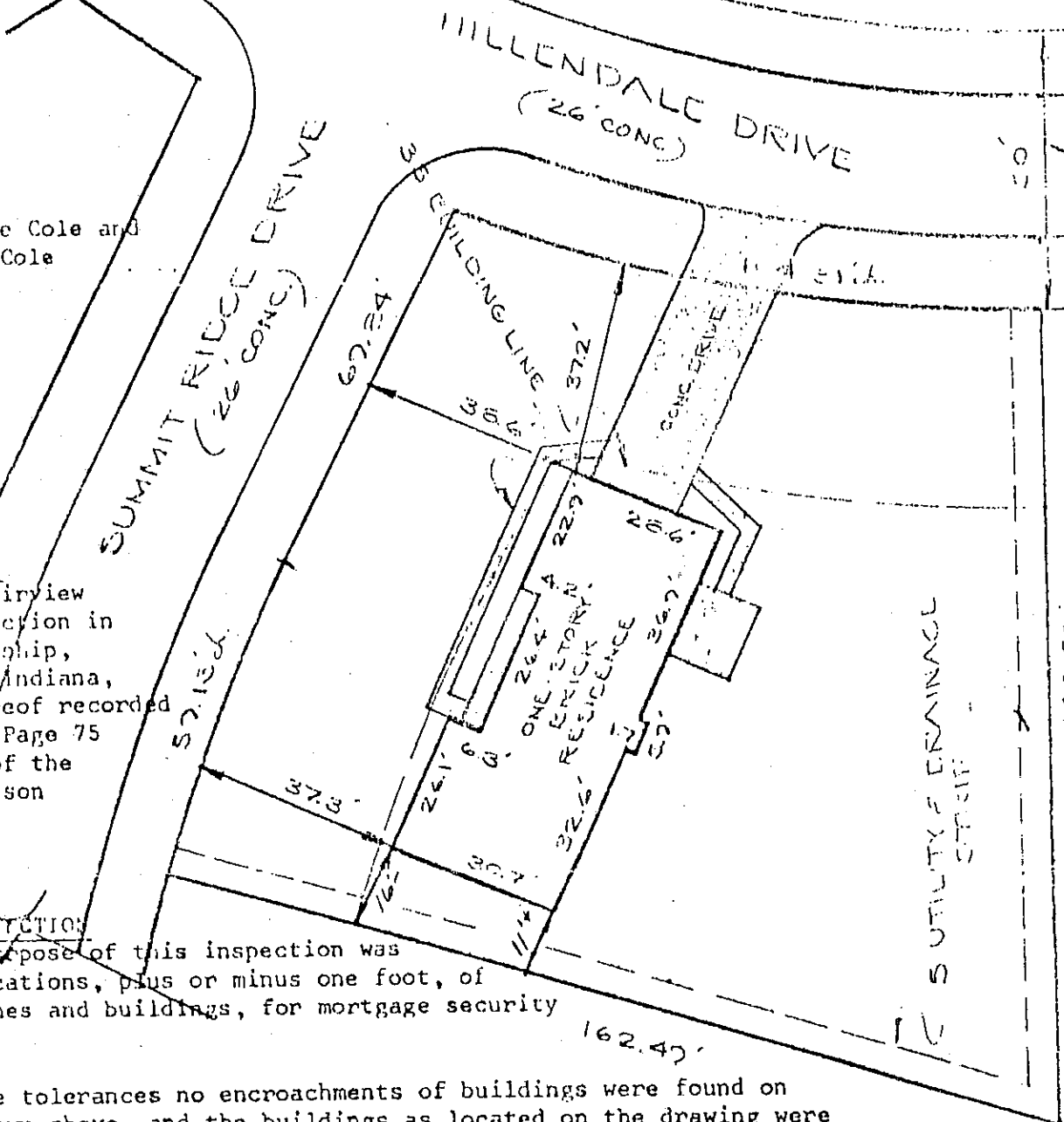
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2. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one story open porch and garages, shall be not less than 1200 square feet for a one story dwelling, nor less than 900 square feet for a dwelling of more than one story.
3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the Recorded Plat. No building shall be located nearer than 10 feet to a side yard line, and the total side yard setback (both sides) must be at least 25 feet. A 5 foot side yard setback shall be required for an accessory building not exceeding 18 feet in height and if detached from the principal building, it shall be located 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 noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood.
5. 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.
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7. 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 on 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 cealed.
8. 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.
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10. 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 any lot within 10 feet from the intersection of a street property line with the edge of driveway pavement.
11. No individual water supply system shall be permitted on any lot.
12. 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.
13. Individual sewage disposal systems shall be located, designed, and constructed in accordance with the Indiana State Board of Health.
14. Any motor vehicle which is inoperable and not being used for normal transportation shall not be permitted to remain on any lot.
15. 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 in 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.
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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 1200 square feet for a one story dwelling, nor less than 900 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 to the side street line than the minimum building set-back lines 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 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.
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