



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.

Plat Book 5, page 12, of the records of the Recorder's Office, Johnson County, Indiana, shows the following plat of:

LAWNDALE ADDITION
CERTIFICATE OF SURVEY

I, the undersigned, a Registered Engineer in the State of Indiana, do hereby certify that this plat is true and correct and represents a part of the west half of the southeast quarter of section 30, township 14 north, range 4 east of the second principal meridian in Johnson County, Indiana, more particularly described as follows:

Beginning at a point on the east line of said half quarter section, said point also being 440 feet south of the northeast corner of said half quarter section; thence continuing south upon and along said east line a distance of 1,014.32 feet to a point; thence west and parallel with the north line of said half quarter section a distance of 300 feet to a point; thence south and parallel with the east line of said half quarter section a distance of 300 feet to a point; thence west and parallel with the north line of said half quarter section a distance of 1,029.25 feet to a point; thence north and parallel with the east line of said half quarter section a distance of 1,314.32 feet to a point; thence east and parallel with the north line of said half quarter section a distance of 1,329.25 feet to the place of beginning, containing 38.05 acres, more or less, subject, however, to all legal highways and rights of way, and consisting of 107 lots numbered from 1 to 107 (both inclusive) with streets as shown on the plat. All dimensions shown on the plat are in figures denoting feet and decimal parts thereof.

Witness my signature this 5th day of January, 1959.

Clinton Green
Reg. Engineer, #3070, Indiana

The owner of the above described real estate, Violet M. Smith, does hereby layoff, plat and subdivide the same in accordance with this plat and certificate thereof. This subdivision shall be known as "LAWNDALE ADDITION".

All streets not heretofore dedicated are hereby dedicated to public use.

All lots shall be used for residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any lots other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars.

No one story house shall be erected in this subdivision having a ground floor area of less than 960 square feet and no one and one-half or two story house having a ground floor area of less than 720 square feet on any lot in this subdivision, exclusive of open porches, garages, basements or utility rooms.

No trailers, tent, shack, basement, garage, barn or other outbuilding of temporary structure shall be used for temporary or permanent residential purposes on any lot in this subdivision.

No noxious or offensive trade shall be carried on upon any lot in this subdivision, nor shall anything be done thereon which shall be or shall become a nuisance to the neighborhood.

No lot in this subdivision shall be re-subdivided into a building lot having an area of less than 10,000 square feet.

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.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and are over the rear or side five feet or ten feet of each lot as shown and indicated as "Utility Strips" (U.S.) or "Drainage Easements".

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.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on 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.

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.

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.

The Architectural Control Committee is composed of Robert K. Yeager and Harold C. Miller and George F. Kopetsky.

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 after five years from date of recording, the then 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 to restore to it any of its powers and duties.

The 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 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.

No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Indiana State Board of Health.

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 disposal or storage of such materials shall be kept in a clean and sanitary condition.

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Indiana State Board of Health.

No screen planting over 36 inches high and no fence shall be permitted between the front lot line and the building set back line on any lot.

All yards shall be graded in conformance with the Development Plan on file with the Architectural Control Committee and the Federal Housing Administration.

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 this plat is recorded, after which time said covenants shall be automatically extended to 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 said covenants in whole or in part.

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

Invalidation of any one of these covenants by judgement of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Owners, occupants, lessees or tenants of lots shall take their title or occupy said lots subject to these covenants.

Witness my signature this 10 day of January, 1959.

Violet M. Smith, Owner

County of Johnson, State of Indiana, ss:

Before me, the undersigned, a notary public for said County and State personally appeared Violet M. Smith and acknowledged the foregoing instrument as her voluntary act and deed for the use and purpose therein expressed, and affixed her signature thereto.

Witness my signature and notarial seal this 10 day of January, 1959.

SEAL
My Commission expires 2/1/60

Donald F. Shine
Notary Public

Approved by the Johnson County Planning Commission of Johnson County, Indiana, this 3rd day of June, 1959.

By: Robert E. Ragsdale, President
Donald Sutton, Secretary

Approved by the City Plan Commission, City of Franklin, Indiana, this 16th day of February, 1959.

Robert E. Drake, President
Thurman DeMoss, Secretary

Approved by the Town Plan Commission of the Town of Greenwood, Indiana this 12th day of January, 1959.

Dick VanValer, President
Lyle R. Hiatt, Jr., Secretary

Approved for Recording by the Town Board of the Town of Greenwood, Indiana this 19th day of January, 1959

Boyd H. Betts, President
S. Garfield Green, Clerk-Treasurer

Attest: Don Totten, Member
Joseph S. Reichart, Member

Entered for taxation this 3rd day of June, 1959
Robert J. Burgett, Auditor, Johnson County

Recorded this 3rd day of June, 1959 at 10:20 a.m. and entered in Plat Book 5, page 12.

Janice L. Schall, Recorder, Johnson County