



# **DAVID BRENTON'S TEAM**

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## **RE/MAX Select, REALTORS**

**48 N Emerson Ave Suite 600 Greenwood, IN 46143-8895**

**(317) 882-7210 Office • (317) 888-7201 Fax**

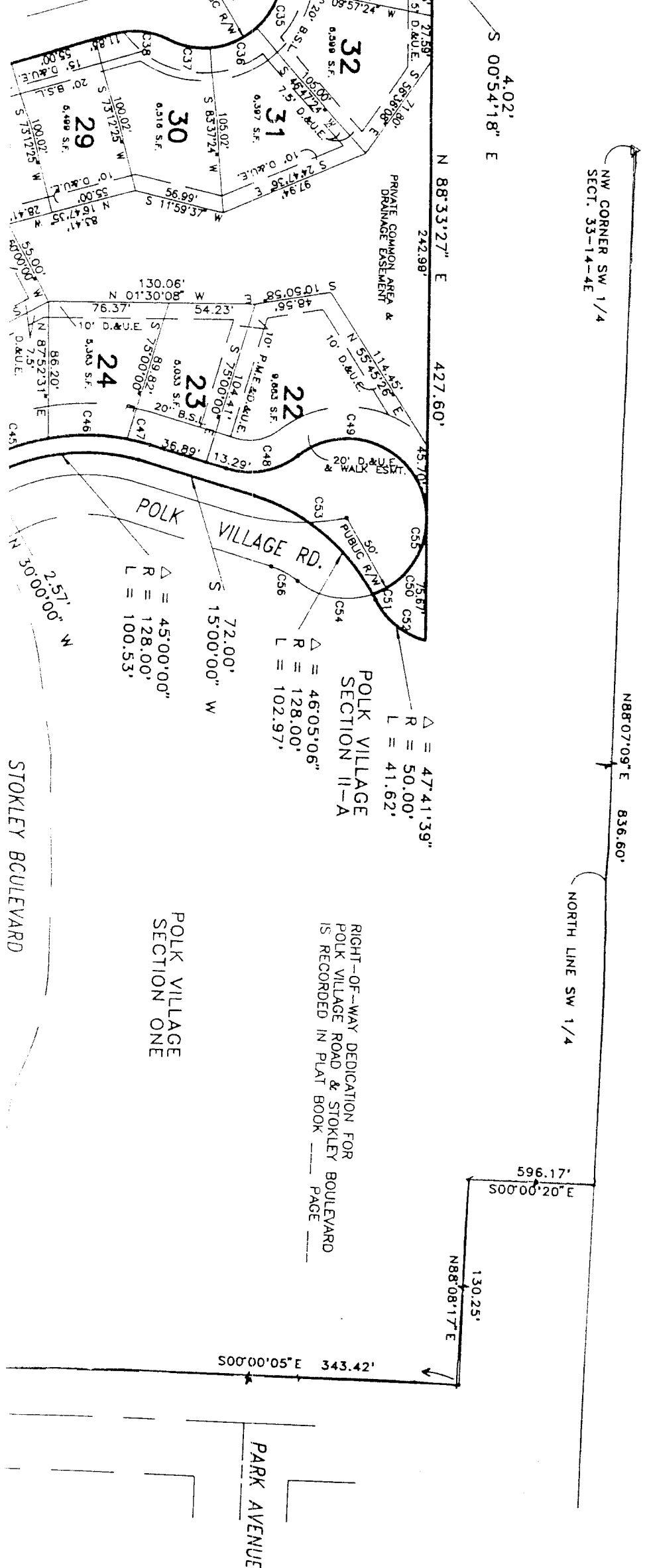
**[www.move2indy.com](http://www.move2indy.com)**

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.**

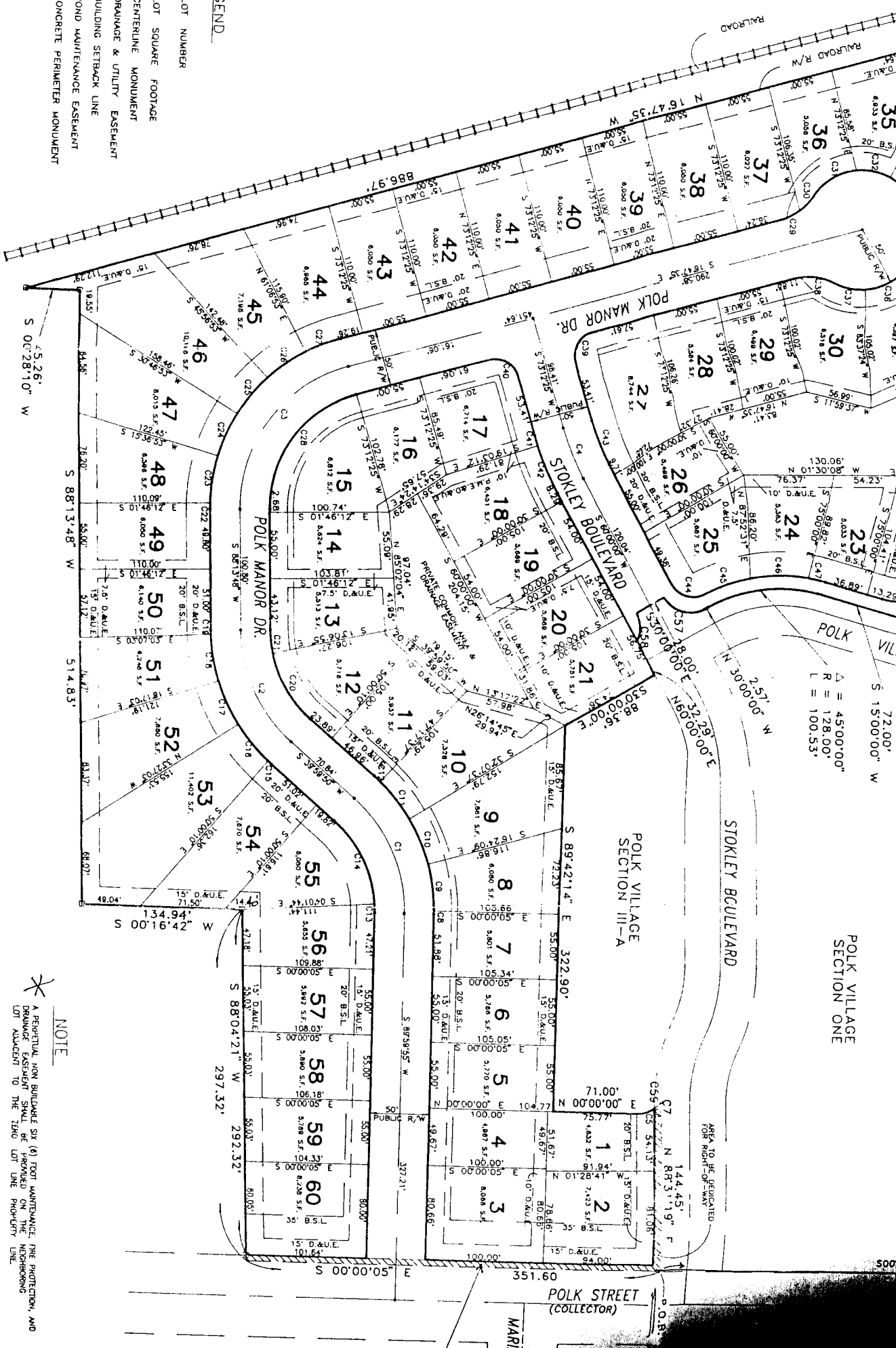
# OLLICK MAINOR

## GREENWOOD, INDIANA



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- LEGEND**
- 45 LOT NUMBER
  - 7,185 S.F. LOT SQUARE FOOTAGE
  - CENTERLINE MONUMENT
  - DRAINAGE & UTILITY EASEMENT
  - B.S.L. BUILDING SETBACK LINE
  - P.M.E. POND MAINTENANCE EASEMENT
  - CONCRETE PERIMETER MONUMENT

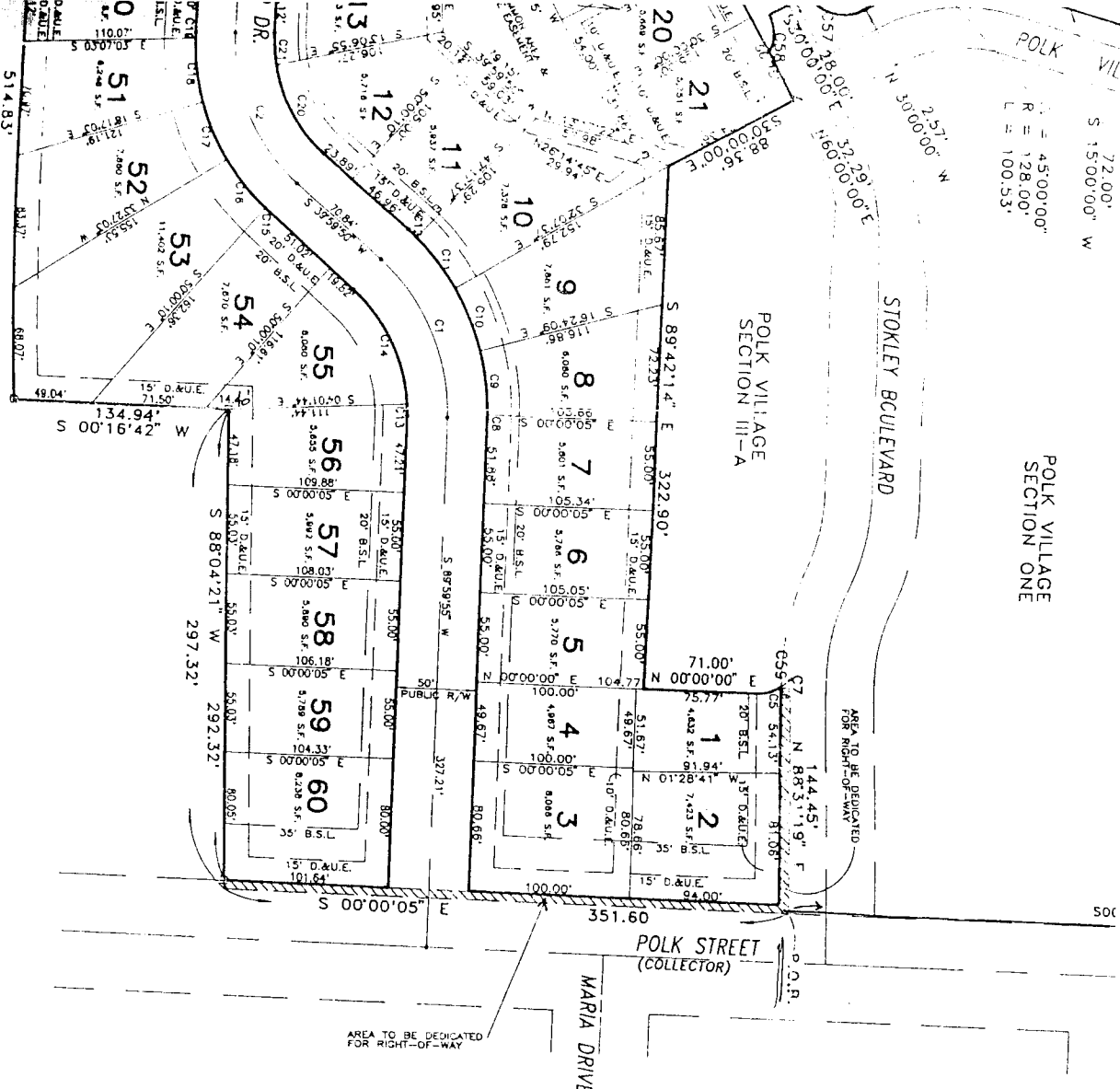
**NOTE**

\* A PERPETUAL NON-BULLETS SIX (6) FOOT MAINTENANCE, FIRE PROTECTION, AND DRAINAGE EASEMENT SHALL BE PROVIDED ON THE NEIGHBORING LOT ADJACENT TO THE ZERO LOT LINE PROPERTY LINE.

AREA TO BE DEDICATED FOR RIGHT-OF-WAY

72.00' W  
 S 15'00"00" W  
 R = 45'00"00"  
 L = 128'00"  
 L = 100'53"

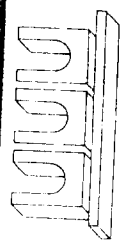
POLK VILLAGE  
 SECTION ONE



\* NOTE  
 A PERPETUAL NON-BUILDABLE SIX (6) FOOT MAINTENANCE, FIRE PROTECTION, AND DRAINAGE EASEMENT SHALL BE PROVIDED TO THE NEIGHBORING LOT ADJACENT TO THE ZERO LOT LINE PROPERTY LINE.

24 inches above the top of the lowest downstream or upstream manhole connection to the subject lateral connection.

CURVE	RADIUS	LENGTH	TANGENT	CHORD	DELTA
C1	123.60'	109.09'	58.29'	105.66'	50'00"05"
C2	123.60'	105.23'	55.96'	102.15'	48'03"56"
C3	123.60'	163.57'	95.88'	152.15'	74'59"37"
C4	200.00'	46.13'	23.15'	46.00'	13'12"50"
C5	25.00'	15.79'	8.17'	15.53'	3'08"45"
C6	155.28'	8.43'	4.27'	8.41'	1'21"58"
C7	150.00'	1.74'	0.90'	1.74'	0'09"17"
C8	150.00'	3.12'	1.56'	3.12'	0'17"34"
C9	150.00'	39.53'	20.03'	38.20'	13'12"30"
C10	150.00'	41.17'	20.71'	41.04'	13'04"30"
C11	150.00'	39.71'	19.97'	39.59'	13'04"19"
C12	100.00'	7.09'	3.55'	7.09'	0'20"54"
C13	100.00'	7.77'	3.89'	7.77'	0'45"49"
C14	100.00'	79.49'	41.98'	77.42'	6'57"15"
C15	150.00'	3.98'	1.99'	3.98'	0'13"10"
C16	150.00'	19.79'	9.24'	19.24'	1'01"12"
C17	150.00'	38.71'	19.37'	39.59'	1'57"06"
C18	150.00'	19.97'	9.97'	19.97'	0'12"11"
C19	150.00'	3.53'	1.76'	3.53'	0'12"11"
C20	100.00'	64.38'	33.35'	63.27'	3'05"54"
C21	100.00'	18.80'	9.33'	19.77'	1'21"00"
C22	150.00'	5.20'	2.60'	5.20'	0'15"85"
C23	150.00'	40.31'	20.28'	40.18'	1'52"35"
C24	150.00'	39.21'	19.97'	39.59'	1'57"06"
C25	150.00'	39.21'	19.97'	39.59'	1'57"06"
C26	150.00'	39.21'	19.97'	39.59'	1'57"06"
C27	150.00'	31.66'	15.83'	31.66'	1'57"06"
C28	100.00'	130.66'	66.70'	129.52'	7'45"37"
C29	50.00'	19.23'	9.61'	19.12'	2'20"39"
C30	50.00'	16.90'	8.44'	16.82'	1'21"56"
C31	50.00'	43.79'	23.41'	42.40'	5'07"10"
C32	50.00'	29.95'	16.64'	29.52'	3'42"04"
C33	50.00'	32.14'	16.64'	31.59'	3'65"00"
C34	50.00'	32.14'	16.64'	31.59'	3'65"00"
C35	50.00'	32.14'	16.64'	31.59'	3'65"00"
C36	50.00'	27.05'	13.98'	26.49'	3'04"27"
C37	50.00'	36.14'	18.90'	36.14'	3'05"32"
C38	20.00'	31.42'	20.00'	31.42'	4'12"43"
C39	20.00'	20.00'	20.00'	20.00'	90'00"00"
C40	225.00'	8.86'	4.44'	8.86'	90'00"00"
C41	225.00'	42.99'	21.56'	42.92'	1'05"54"
C42	175.00'	40.36'	20.28'	40.27'	1'51"25"
C43	20.00'	30.99'	19.57'	30.99'	8'45"50"
C44	139.00'	40.86'	20.58'	40.72'	1'50"24"
C45	139.00'	50.18'	25.36'	49.90'	2'07"10"
C46	139.00'	15.14'	7.58'	15.14'	20'41"08"
C47	30.00'	48.14'	26.12'	48.13'	0'61"42"
C48	30.00'	112.35'	60.13'	112.35'	55'09"59"
C49	30.00'	104.24'	53.34'	104.24'	55'09"59"
C50	126.00'	61.50'	31.71'	61.50'	128'44"51"
C51	126.00'	3.71'	1.85'	3.71'	7'02"45"
C52	126.00'	41.62'	22.10'	40.73'	1'13"20"
C53	130.00'	73.98'	37.78'	72.43'	1'24"12"
C54	130.00'	50.34'	27.54'	48.44'	28'15"41"
C55	30.00'	224.20'	63.95'	218.31'	57'41"15"
C56	90.00'	9.61'	4.80'	9.61'	2'06"55"01"
C57	90.00'	1.898'	0.951'	1.897'	21'44"17"
C58	24.00'	39.27'	25.01'	38.26'	1'53"36"
C59	23.00'	24.23'	13.17'	23.90'	90'00"54"
C99					53'30"41"



**MAJOR** Land Surveying, Inc.  
 ENGINEERING • LAND SURVEYING • LAND PLANNING  
 P.O. BOX 7006, 435 EAST MAIN STREET, SUITE C  
 GREENWOOD, INDIANA 46142 (317)888 4496



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR POLK MANOR SECTION ONE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR POLK MANOR SECTION ONE ("DECLARATION"), Made This 22 Day Of DECEMBER, 1994 By Polk ~~Manor~~ <sup>VILLAGE</sup> Development Corporation, an Indiana limited partnership and N.B. Bruns, Inc., an Indiana Corporation being owner of ONLY proposed Lot No. 58 in Polk Manor ( 0.14 Acre ), Greenland Homes, Inc., an Indiana Corporation being owner of ONLY proposed Lot No. 59 in Polk Manor ( 0.13 Acre ), Brandywine Builders, Inc., an Indiana Corporation being owner of ONLY proposed Lot No. 5 in Polk Manor ( 0.13 Acre ), Timothy M. Ader and Jennifer L. Ader being owner of ONLY proposed Lot No. 4 in Polk Manor ( 0.11 Acre ), G. Brizendine & Associates, Inc., an Indiana Corporation being owner of ONLY proposed Lot No. 60 in Polk Manor ( 0.19 Acre ), ( hereinafter referred to as "Declarant" ),

WITNESSETH THAT

WHEREAS, Declarants Polk ~~Manor~~ <sup>VILLAGE</sup> Development Corporation et al is the owners of certain real estate located in Johnson County, Indiana, more particularly described herein ("Real Estate"); and

WHEREAS, Declarant intends to sell and convey the residential facilities and Lots with Polk Manor Section 1 and desires to subject the Real Estate to certain covenants, conditions, and restrictions ("Covenants") in order to ensure that the development and use of the various Lots on the Real Estate are harmonious and do not adversely affect the value of surrounding Lots on the Real Estate; and

NOW, THEREFORE, Declarant hereby declares that all of the Real Estate as it is now held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, is subject to the following Covenants. All of the Covenants shall run with the Real Estate and shall be binding upon the Declarant and upon the parties having or acquiring any right, title, or interest, legal or equitable, in and to the Real Estate or any part or parts thereof and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to the Real Estate or any part or parts thereof.

ARTICLE I.

General Purpose of This Declaration

The Real Estate is hereby subjected to the Covenants herein declared to preserve the value of the Real Estate, to ensure proper use and appropriate improvement of the Real Estate, to encourage the construction of attractive structures and other attractive improvements at appropriate locations on the Real Estate, to prevent haphazard development thereof which may be inharmonious with other improvements on the Real Estate to preserve and maintain proper setbacks from streets and adequate free space between structures, to provide for adequate and proper maintenance of the Real Estate so as to ensure a high quality appearance and condition of the Real Estate and so as to meet the requirements of certain governmental agencies, all for the purpose of preserving the values of all Lots within Polk Manor Section 1 and to ensure desired high standards of maintenance of the Real Estate, to the benefit of all Owners with Polk Manor Section 1.

ARTICLE II.

General Restrictions

Section 1. Dedication. This subdivision shall be known and designated as Polk Manor Section One in Pleasant Township, Johnson County, Indiana. All streets, alleys and public open spaces shown and not heretofore dedicated are hereby dedicated to the public.

Section 2. Right-of-Way. The streets and public right-of-way shown hereon, subject to construction standards and acceptance, are hereby dedicated to the public use, to be owned and maintained by the city of Greenwood.

Section 3. Field Tile. Any field tile or underground drainage which is encountered in construction or 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.

Section 4. Drainage Swales. 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 Greenwood Board of Works and Safety. 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 Board of Public Works and Safety.

Section 5. Maintaining Drainage Swales. Any property owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by certified mail to repair said damage.

EBY CERTIFY THAT I AM A LAND WITH THE LAWS OF THE STATE OF PROPERTY WAS SURVEYED BY KIMBLEY HAVE SUBDIVIDED THE SAME INTO HEREIN DRAWN PLAT. THIS PLAT AND SUBDIVISION OF A PART OF THE A PART OF THE SOUTHEAST QUARTER ORTH, RANGE 4 EAST OF THE SECOND TY, INDIANA, MORE PARTICULARLY

ING THE NORTHWEST CORNER OF THE TOWNSHIP 14 NORTH, RANGE 4 EAST; JTES 09 SECONDS EAST (ASSUMED ORTH 88 DEGREES 08 MINUTES EAST ESAID SOUTHWEST QUARTER TO A PK EES 00 MINUTES 20 SECONDS EAST REES 00 MINUTES 00 SECONDS EAST REBAR (FOUND) ON THE NORTH LINE WN ON THE PLAT THEREOF RECORDED FICE OF THE RECORDER OF JOHNSON DEGREES 08 MINUTES 17 SECONDS NE OF SAID POLK VILLAGE SECTION (FOUND) ON THE WEST LINE OF POLK IDIANA; THENCE SOUTH 00 DEGREES FEET WITH SAID WEST LINE TO THE HEREIN DESCRIBED; THENCE SOUTH EAST 351.60 FEET WITH THE WEST 8-INCH DIAMETER REBAR (FOUND); 21 SECONDS WEST 297.32 FEET TO ; THENCE SOUTH 00 DEGREES 16 T TO A 5/8-INCH DIAMETER REBAR 1 MINUTES 48 SECONDS WEST 514.83 (FOUND) PURPORTED TO BE 7 FEET ICULAR TO THE CENTERLINE OF A ED RECORDED IN DEED RECORD 232,

THENCE SOUTH 00 DEGREES 28 SET PARALLEL WITH AND 7 FEET ID RAILROAD SPUR TO A 5/8-INCH ERLY RIGHT-OF-WAY OF THE PENN- DEGREES 47 MINUTES 35 SECONDS Y RIGHT-OF-WAY OF SAID PENN- ETER REBAR (SET); THENCE NORTH EAST 173.72 FEET TO A 5/8-INCH OUTH 00 DEGREES 54 MINUTES 18 7 INCH DIAMETER REBAR (FOUND); 27 SECONDS EAST 427.63 FEET TO ) MARKING THE NORTHWEST CORNER N ON THE PLAT THEREOF RECORDED ORDERS OFFICE; THENCE WITH THE ECTION IIA SOUTHWESTERLY 41.62 NG A RADIUS OF 50.00 FEET AND OUTH 37 DEGREES 14 MINUTES 54 T TO A 5/8-INCH DIAMETER REBAR 3 FEET ON A CURVE TO THE LEFT ND SUBTENDED BY A LONG CHORD 53 SECONDS WEST A DISTANCE OF REBAR (SET); THENCE SOUTH 15 ST 72.00 FEET TO A 5/8-INCH ERLY 100.53 FEET ON A CURVE TO FEET AND SUBTENDED BY A LONG 0 MINUTES 00 SECONDS EAST A DIAMETER REBAR (SET); THENCE DS EAST 2.57 FEET TO A 5/8-INCH ERLY 39.27 FEET ON A CURVE TO FEET AND SUBTENDED BY A LONG 0 MINUTES 00 SECONDS WEST A DIAMETER REBAR (SET); THENCE NDS EAST 28.00 FEET TO A 5/8-

NDS EAST 32.77 FEET TO A 5/8- ESTERLY LINE OF POLK VILLAGE REOF RECORDED IN PLAT BOOK C, THENCE WITH THE WESTERLY LINE OUTH 30 DEGREES 00 MINUTES 00 I DIAMETER REBAR (SET) MARKING CE WITH THE SOUTHERLY LINE OF TH 89 DEGREES 42 MINUTES 14 METER REBAR (SET) FEET MARKING CE WITH THE EASTERLY LINE OF TH 00 DEGREES 00 MINUTES 00 I DIAMETER REBAR (SET); THENCE TO THE LEFT HAVING A RADIUS OF ORD BEARING NORTH 27 DEGREES E OF 23.30 FEET TO A 5/8-INCH Y LINE OF THE AFORESAID POLK E SOUTHERLY LINE OF SAID POLK FEET ON A CURVE TO THE LEFT ) SUBTENDED BY A LONG CHORD 08 SECONDS EAST A DISTANCE OF BAR (SET); THENCE NORTH 82 144.45 FEET TO THE POINT OF

ETER REBAR (SET); THENCE NORTH  
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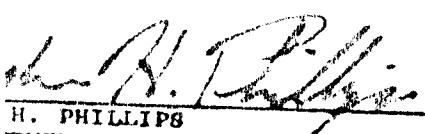
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LOTS, NUMBERED ONE (1) THROUGH  
IGHWAYS AND EASEMENTS AS SHOWN.

Doc, 1994.

  
H. PHILLIPS  
SURVEYOR NO. 8800096

designed to preserve the value of the Real Estate, to ensure proper use and appropriate improvement of the Real Estate, to encourage the construction of attractive structures and other attractive improvements at appropriate locations on the Real Estate, to prevent haphazard development thereof which may be inharmonious with other improvements on the Real Estate to preserve and maintain proper setbacks from streets and adequate free space between structures, to provide for adequate and proper maintenance of the Real Estate so as to ensure a high quality appearance and condition of the Real Estate and so as to meet the requirements of certain governmental agencies, all for the purpose of preserving the values of all Lots within Polk Manor Section 1 and to ensure desired high standards of maintenance of the Real Estate, to the benefit of all Owners with Polk Manor Section 1.

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Section 6. Drainage and Utility Easement. The strips of ground shown on this Plat and marked "Drainage and Utility Easement" are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, drainage facilities subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land; but owners of Lots in his subdivision shall take their titles subject to the rights of the public utilities, and the rights of the owners of other Lots in this subdivision.

Section 7. Maintenance of Premises. In order to maintain the standards of the property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Owner shall maintain their Lot and improvements situated thereon in a manner so as to prevent the Lot or improvements from becoming unsightly.

Section 8. Residential Purpose. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted on any Lot other than a dwelling not to exceed two (2) stories in height. A dwelling shall have an attached garage of a size to accommodate at least two (2) cars.

Section 9. Exterior. The exterior facing of dwellings placed on Lots in this subdivision shall be comprised of seventy-five percent (75%) masonry. Only cedar, redwood or comparable wood of the same quality, or horizontal vinyl will be permitted in conjunction with masonry for the exterior face of any building. Dwellings which have total masonry exteriors are permitted.

# GREENWOOD, INDIANA

CONDITIONS AND RESTRICTIONS FOR POLK MANOR SECTION ONE. Made This 22 Day Of DECEMBER. In, an Indiana limited partnership and owner of ONLY proposed Lot No. 58 in Polk Indiana Corporation being owner of ONLY ( ), Brandywine Builders, Inc., an Indiana Lot No. 5 in Polk Manor ( 0.13 Acre ). owner of ONLY proposed Lot No. 4 in Polk s, Inc., an Indiana Corporation being owner 0.19 Acre ).

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. Roof overhang may penetrate the easement on the adjacent lot a maximum of twenty four (24) inches, but the roof shall be so designed that water runoff from the dwelling placed on or near the zero lot line is limited to the easement area.

IN THAT  
... Corporation et al is the owners of certain ... more particularly described herein

**Section 10. Setbacks.** 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.

1. Zero Lot Line Dwellings:
  - a. zero lot line side minimum shall be zero (0) lineal feet
  - b. zero lot line side maximum shall be six (6) lineal feet
  - c. opposite lot line side minimum shall be ten (10) lineal feet
  - d. opposite lot line side maximum shall not be applicable
  - e. minimum dwelling separation shall be ten (10) lineal feet (congregate side yard) set back
  - f. minimum rear yard setback shall be twenty (20) feet or twenty percent (20%) of depth of Lot, whichever is greater
  - g. also note Greenwood Common Council Ordinances No. 89-46 for further information

to sell and convey the residential ... Manors Section 1 and desires to ... covenants, conditions, and ... to ensure that the development ... Real Estate are harmonious and ... of surrounding Lots on the Real ... hereby declares that all of the Real ... be held, conveyed, hypothecated ... used, occupied and improved, is ... All of the Covenants shall run ... binding upon the Declarant and ... any right, title, or interest, ... Real Estate or any part or parts ... benefit of the Declarant and every ... in title to the Real Estate or

**Section 11. Inoperative Parked Vehicles.** At no time shall any unlicensed, inoperative vehicle be permitted on any Lot Common Area, street or easement unless kept entirely with a garage.

**Section 12. Trucks, Boats, Recreational Vehicles.** No semi-truck, trailer, boat or trailer, mobile home, or recreational vehicle, or any similar equipment shall be permitted to be kept on any Lot unless kept entirely within a garage.

**Section 13. Nuisances.** No noxious, obnoxious 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. This provision may be construed to prohibit extremely audible music or activities.

**Section 14. Outdoor Storage.** No large machinery or equipment shall be permitted to be kept or stored on any Lot except with the dwelling.

**Section 15. Signs.** No sign of any kind shall be displayed to the public view on any Lot except one: (1) professionally manufactured sign of not more than five square feet advertising the property for sale or rent.

**Section 16. Mining Operations.** No oil drilling, oil development operation, 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.

**Section 17. Animals.** 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 use and are housed within the dwelling.

**Section 18. Rubbish, Trash And Garbage.** Rubbish, trash, garbage or any other waste shall not be allowed to be compiled, accumulated or dumped on any Lot. Garbage and trash shall be kept in appropriate containers which are not visible from the street, except on collection day.

**Section 19. Corner Lot.** No fence, wall, hedge, tree or shrub planting or other similar item which obstructs sight lines at elevation between 2.5 and 8 feet above the street, shall be permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 25 feet from the intersection of said street lines (25 feet for minor streets and 50 feet for arterial streets), or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended.

- a. The same sightline limitations shall apply to any Lot within 10 feet from the intersection of a street right-of-way line

This Declaration  
... objected to the Covenants herein ... the Real Estate, to ensure proper ... of the Real Estate, to encourage ... structures and other attractive ... tions on the Real Estate, to ... roof which may be inharmonious ... Estate to preserve and maintain ... adequate free space between ... and proper maintenance of the ... quality appearance and condition ... et the requirements of certain ... purpose of preserving the values ... on 1 and to ensure desired high ... Estate, to the benefit of all

II.  
... restrictions  
... subdivision shall be known and ... e in Pleasant Township, Johnson ... ys and public open spaces shown ... hereby dedicated to the public.  
... streets and public right-of- ... ction standards and acceptance, ... use, to be owned and maintained

... any field tile or underground ... nstruction or any improvement ... perpetuated, and all owners of ... cessors shall comply with the  
... rainage swales (ditches) along ... right-of-way, or on dedicated ... dug out, filled in, tiled or ... n permission of the Greenwood ... ty owners must maintain these ... r non-eroding surfaces. Water ... contained on the property long ... or ditches will not be damaged ... ructured over these swales or ... culverts or other approved ... he Board of Public Works and

**Drainage Swales.** Any property owner ... ing to maintain these drainage ... sible for such action and will ... ertified mail to repair said ... is taken, the Board of Public ... irs to be accomplished and the ... the affected property owner

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and proper maintenance of the  
quality appearance and condition  
et the requirements of certain  
purpose of preserving the values  
on 1 and to ensure desired high  
1 Estate, to the benefit of all

any unlicensed, inoperative vehicle be permitted on any Lot Common  
Area, street or easement unless kept entirely with a garage.

Section 12. Trucks, Boats, Recreational Vehicles. No semi-truck, trailer, boat or trailer, mobile home, or recreational vehicle, or any similar equipment shall be permitted to be kept on any Lot unless kept entirely within a garage.

Section 13. Nuisances. No noxious, obnoxious 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. This provision may be construed to prohibit extremely audible music or activities.

Section 14. Outdoor Storage. No large machinery or equipment shall be permitted to be kept or stored on any Lot except with the dwelling.

Section 15. Signs. No sign of any kind shall be displayed to the public view on any Lot except one: (1) professionally manufactured sign of not more than five square feet advertising the property for sale or rent.

Section 16. Mining Operations. No oil drilling, oil development operation, 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.

Section 17. Animals. 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 use and are housed within the dwelling.

Section 18. Rubbish, Trash And Garbage. Rubbish, trash, garbage or any other waste shall not be allowed to be compiled, accumulated or dumped on any Lot. Garbage and trash shall be kept in appropriate containers which are not visible from the street, except on collection day.

Section 19. Corner Lot. No fence, wall, hedge, tree or shrub planting or other similar item which obstructs sight lines at elevation between 2.5 and 8 feet above the street, shall be permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 25 feet from the intersection of said street lines (25 feet for minor streets and 50 feet for arterial streets), or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended.

a. The same sightline limitations shall apply to any Lot within 10 feet from the intersection of a street right-of-way line with the edge of a driveway pavement or alley line. No driveway shall be located within 40 feet of the intersection of two street centerlines or within 70 feet for corner lots.

Section 20. Minimum Living Space. The minimum footage of living space of dwellings within Polk Manor Section 1, exclusive of porches, garages or basements shall be no less than:

- (a) 1,100 square feet for single story dwellings; and
- (b) 700 square feet for the ground floor of two-story dwellings.

Section 21. Outbuildings. No outbuildings of any kind, detached garages, sheds, barns, storage buildings, shacks or tents shall be maintained on any Lot.

Section 22. Driveways And Carports. All driveways must be paved with concrete or asphalt. No carports are permitted.

Section 23. Communication Devices. Satellite dishes, free standing antennas, or any other such visible communication receiving or transmitting devices are prohibited, excepting antennas attached to the dwelling which do not rise above the peak of the roof. All power and telephone lines are to be underground.

Section 24. Mail Boxes. All mailboxes in Polk Manor Section 1 shall be uniform in appearance. The style, type and location shall be determined by the Architectural Control Committee (ACC).

Section 25. Yard Lights. All Lots shall upon their initial development and thereafter have yard lights. The style, type and location shall be determined by the Architectural Control Committee (ACC). Owners shall be prohibited from removing the yard lights.

Section 26. Wells And Septic Tanks. No water wells shall be drilled on any Lot. Septic tanks shall be prohibited.

II.

## Restrictions

subdivision shall be known and  
e in Pleasant Township, Johnson  
ys and public open spaces shown  
erely dedicated to the public.

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Drainage swales (ditches) along  
right-of-way, or on dedicated  
dug out, filled in, tiled or  
on permission of the Greenwood  
ty owners must maintain these  
r non-eroding surfaces. Water  
contained on the property long  
or ditches will not be damaged  
nstructed over these swales or  
d culverts or other approved  
the Board of Public Works and

Drainage Swales. Any property owner  
ling to maintain these drainage  
sible for such action and will  
ertified mail to repair said  
is taken, the Board of Public  
irs to be accomplished and the  
o the affected property owner  
o pay will result in a lien

Utility Easement. The strips of  
arked "Drainage and Utility  
f the public utilities for the  
ins, poles, ducts, lines and  
at all times to the proper  
in reserved. No permanent or  
or maintained upon said strips  
subdivision shall take their  
ne public utilities, and the  
n this subdivision.

Lawns. In order to maintain  
weeds, underbrush or other  
d to grow or remain upon any  
y objects shall be allowed to  
ywhere thereon. Owner shall  
situated thereon in a manner  
ents from becoming unsightly.

No Lot shall be used except  
ng shall be erected, altered,  
than a dwelling not to exceed  
ling shall have an attached  
east two (2) cars.

terior facing of dwellings  
shall be comprised of seventy-  
r, redwood or comparable wood  
vinyl will be permitted in  
terior face of any building.  
teriors are permitted.

... be so designed that water  
or near the zero lot line is

... shall be located on any  
nearer to the side street line  
... shown on the recorded Plat.

... minimum shall be zero (0) lineal

... maximum shall be six (6) lineal

... the minimum shall be ten (10)

... the maximum shall not be

... ration shall be ten (10) lineal  
... (yard) set back

... back shall be twenty (20) feet  
... (1/2) of depth of Lot, whichever

... Common Council Ordinances No.  
... formation

... Vehicles. At no time shall  
... be permitted on any Lot Common  
... entirely with a garage.

... Recreational Vehicles. No semi-  
... mobile home, or recreational  
... shall be permitted to be kept on  
... a garage.

... noxious, obnoxious or offensive  
... any Lot, nor shall anything be  
... annoyance or nuisance to the  
... y be construed to prohibit  
... s.

... no large machinery or equipment  
... red on any Lot except with the

... f any sign shall be displayed  
... cept one (1) professionally  
... ve square feet advertising the

... ons. No oil drilling, oil  
... quarrying, or mining operations  
... or in any Lot nor shall oil  
... ntions, or shafts be permitted  
... her structure designed for use  
... all be erected, maintained or

... als, livestock, or poultry of  
... kept on any Lot, except that  
... may be kept provided that they  
... or any commercial use and are

... nd Garbage. Rubbish, trash,  
... ot be allowed to be compiled,  
... arbage and trash shall be kept  
... not visible from the street,

... ce, wall, hedge, tree or shrub  
... ch obstructs sight lines at  
... above the street, shall be  
... ot within the triangular area  
... lines and a line connecting  
... of said street lines (25 feet  
... erial streets), or in the case  
... he intersection of the street

... tions shall apply to any Lot  
... of a street right-of-way line  
... t or alley line. No driveway  
... he intersection of two street  
... rner lots.

... nage. The minimum footage of  
... lk Manor Section 1, exclusive  
... ll be no less than:

... ple story dwellings; and

... ground floor of two-story

... nature may be conducted on any Lot.

Section 29. Fences, Walls, Barriers. All fences, walls, barriers or like structures must be approved in writing by the Architectural Control Committee prior to their construction. No such structures shall exceed six feet (6') in height. No such structure shall be placed closer to the front Lot line than the front building setback line.

#### ARTICLE III.

##### Lakes Covenants and Restrictions

Section 1. The lakes shown on the Plat (hereinafter "Lakes") shall be included as Restricted Areas as referenced herein, to be maintained and controlled by the Homeowner whose property is adjacent to the Lake Area.

Section 2. The Homeowner whose property is adjacent to the Lake Area shall be responsible for maintenance, upkeep and repair of the Lake.

Section 3. The Lake may be used only by the Homeowners whose property is adjacent to the Lake Area.

#### ARTICLE IV.

##### Polk Manor Section 1 Architectural Control Committee

Section 1. Appointment Of Architectural Control Committee. Declarant shall appoint an Architectural Control Committee to be composed of three (3) members.

Section 2. Construction Approvals. No construction of any building or structure of any kind, including additions, alterations, fences screens and walls shall begin within Polk Manor until the plans and specifications, locations and plot plan thereof, in detail and to scale have been submitted to and approved by the Architectural Control Committee. The plans and specifications of and location of all construction shall be in compliance with all applicable regulatory codes, including those relating to building, plumbing, and electrical requirements, and shall also comply to all zoning covenants and restrictions which are applicable to the Real Estate. Refusal of approval of plans and specifications, location and plot plan by Declarant may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the Architectural Control Committee. Declarant shall not be responsible for any defects in such plans or specifications, or in any building or structure erected according to such plans and specifications.

The plans and specifications submitted to Declarant shall contain a plot plan to scale with adequate provision for landscaping, including the planting of trees and shrubs. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of the Architectural Control Committee. The required landscaping and driveways shall be completed at the time of completion of the building, or as soon as weather and season permit.

Section 3. Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

Section 4. Liability of Committee. Neither the Committee nor any agent thereof, nor Declarant, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

Section 5. Inspection. The Committee or its agent may inspect work being performed to assure compliance with the approved plans and this Declaration.

Section 6. Covenants Run With the Land. 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, 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.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming them until January 1, 2010, at which time said covenants and restrictions shall be automatically extended for successive ten year periods, unless by a majority vote of the then current owners of the Lots, it is agreed to change such covenants and restrictions in whole or in part.

Invalidation of any one of these covenants or restrictions by judgment on a Court Order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

N.B. BRUNS, INC., AN INDIANA CORPORATION BEING OWNER OF LOT NO. 58 IN POLK MANOR (0.14 ACRE).

*Thomas G. Brun*

PROPOSED

ARY PUD

**Recreational Vehicles.** No semi-mobile home, or recreational all be permitted to be kept on a garage.

**Noxious, obnoxious or offensive** any Lot, nor shall anything be annoyance or nuisance to the y be construed to prohibit is.

**No large machinery or equipment** red on any Lot except with the

**Signs.** No sign shall be displayed xcept one (1) professionally ve square feet advertising the

**Oil Wells.** No oil drilling, oil quarrying, or mining operations or in any Lot nor shall oil ations, or shafts be permitted her structure designed for use all be erected, maintained or

**Animals, livestock, or poultry** of kept on any Lot, except that may be kept provided that they or any commercial use and are

**Garbage.** Rubbish, trash, not be allowed to be compiled, garbage and trash shall be kept not visible from the street,

**Barriers.** Fence, wall, hedge, tree or shrub hich obstructs sight lines at above the street, shall be ot within the triangular area lines and a line connecting of said street lines (25 feet erial streets), or in the case the intersection of the street

**Driveways.** Driveways shall apply to any Lot of a street right-of-way line t or alley line. No driveway the intersection of two street orner lots.

**Driveway Width.** The minimum footage of olk Manor Section 1, exclusive all be no less than:

One story dwellings; and  
ground floor of two-story

No outbuildings of any kind, age buildings, shacks or tents

**Driveways.** All driveways must be carports are permitted.

**Signs.** Satellite dishes, free such visible communication s are prohibited, excepting hich do not rise above the peak ne lines are to be underground.

**Mailboxes.** Mailboxes in Polk Manor Section The style, type and location tural Control Committee (ACC).

**Yard Lights.** Lots shall upon their initial rd lights. The style, type and Architectural Control Committee from removing the yard lights.

**Water Wells.** No water wells shall be shall be prohibited.

thereof, in detail and to scale have been submitted to and approved by the Architectural Control Committee. The plans and specifications of and location of all construction shall be in compliance with all applicable regulatory codes, including those relating to building, plumbing, and electrical requirements, and shall also comply to all zoning covenants and restrictions which are applicable to the Real Estate. Refusal of approval of plans and specifications, location and plot plan by Declarant may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the Architectural Control Committee. Declarant shall not be responsible for any defects in such plans or specifications, or in any building or structure erected according to such plans and specifications.

The plans and specifications submitted to Declarant shall contain a plot plan to scale with adequate provision for landscaping, including the planting of trees and shrubs. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of the Architectural Control Committee. The required landscaping and driveways shall be completed at the time of completion of the building, or as soon as weather and season permit.

**Section 3. Duties of Committee.** The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

**Section 4. Liability of Committee.** Neither the Committee nor any agent thereof, nor Declarant, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

**Section 5. Inspection.** The Committee or its agent may inspect work being performed to assure compliance with the approved plans and this Declaration.

**Section 6. Covenants Run With the Land.** 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, 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.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming them until January 1, 2010, at which time said covenants and restrictions shall be automatically extended for successive ten year periods, unless by a majority vote of the then current owners of the Lots, it is agreed to change such covenants and restrictions in whole or in part.

Invalidation of any one of these covenants or restrictions by judgment on a Court Order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

PROPOSED  
N B BRUNS, INC., AN INDIANA CORPORATION BEING OWNER OF LOT NO. 58 IN POLK MANOR (0.14 ACRE)

*Thomas G. Bruns*  
RESIDENT

STATE OF INDIANA )  
COUNTY OF JOHNSON )

SUBSCRIBED AND SWORN TO BEFORE ME THIS 6th DAY OF Jan 1998

*Cynthia A. Parsley*  
NOTARY PUBLIC

MY COMMISSION EXPIRES 4-13-97



PROPOSED  
GREENLAND HOMES, INC., AN INDIANA CORPORATION BEING OWNER OF LOT NO. 59 IN POLK MANOR (0.13 ACRE)

*Mark S. Taylor, Real*  
PRESIDENT

STATE OF INDIANA )  
COUNTY OF JOHNSON )

SUBSCRIBED AND SWORN TO BEFORE ME THIS 6th DAY OF Jan 1998

*Barbara L. Ruch*  
NOTARY PUBLIC

MY COMMISSION EXPIRES 8/6/97

