



# **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)**

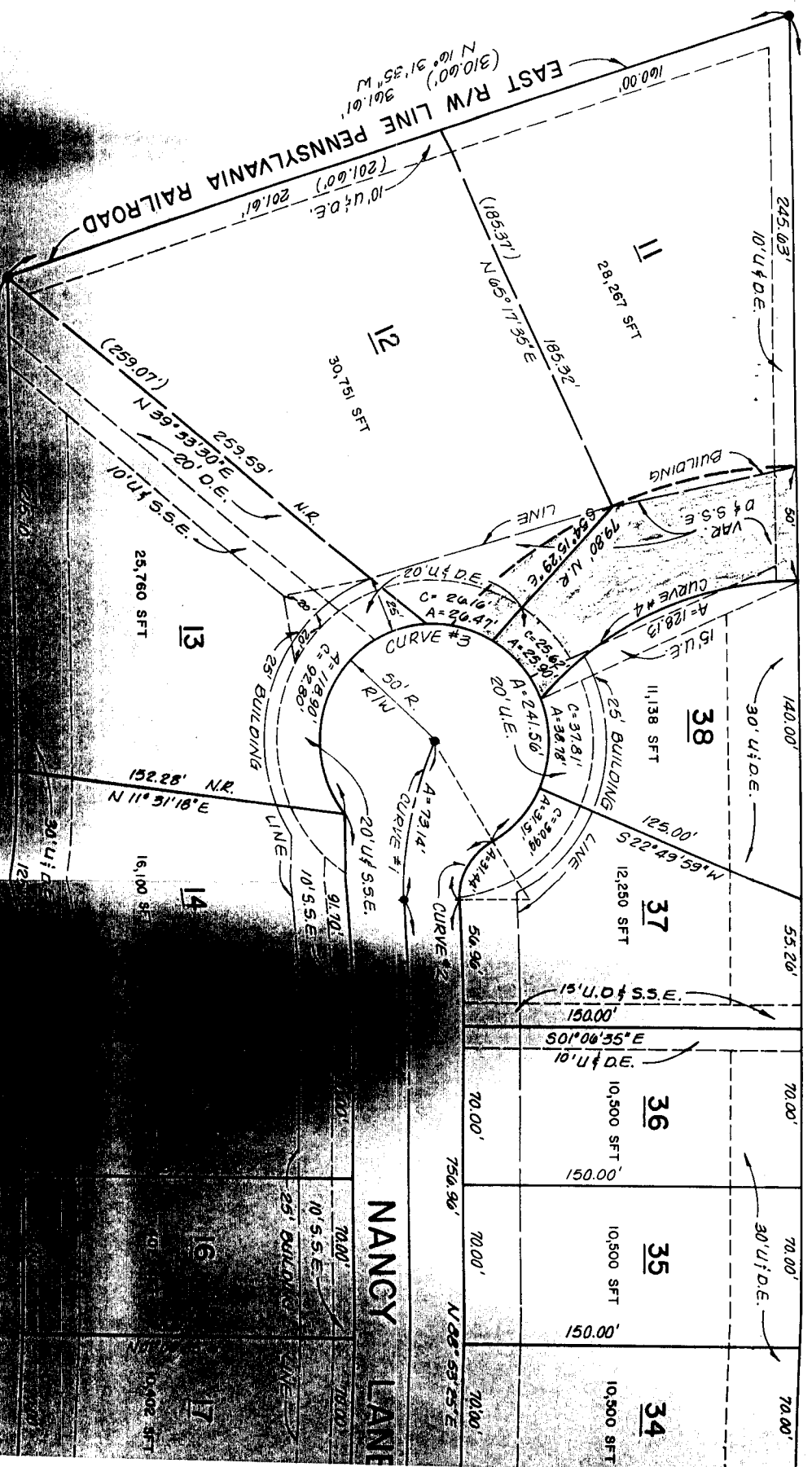
The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

**The information is deemed reliable, but not guaranteed.**

# REPLY WHEATCRAFT SUBDIVISION

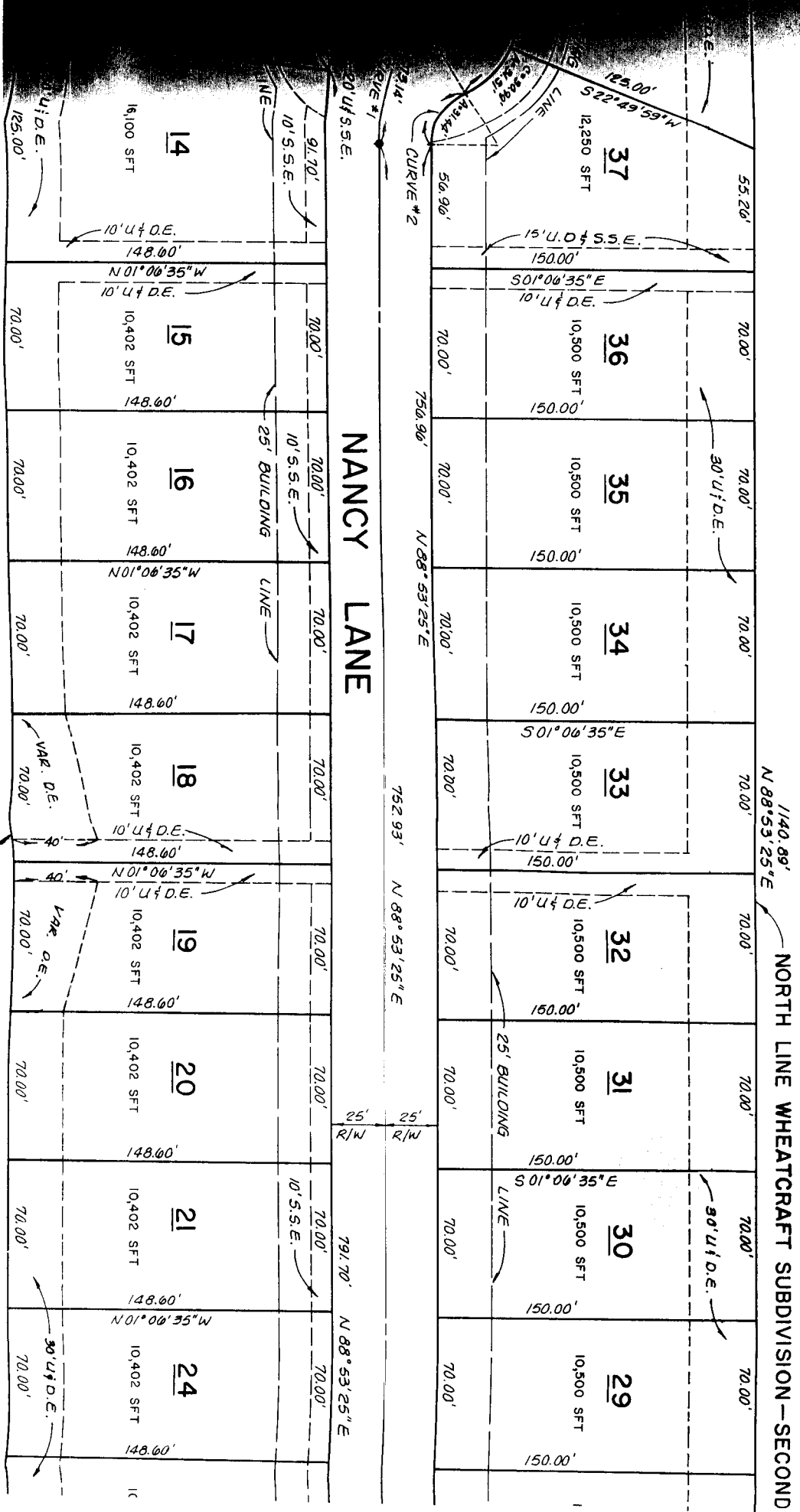
REPLAT OF LOTS 11 THRU

CURVE DATA					
CURVE N°	RADIUS	TANGENT	CHORD	ARC	DELTA
1	175.00	37.11	72.60	73.14	23° 56' 42"
2	30.00	17.34	30.02	31.44	60° 03' 02"
3	50.00	44.39	66.39	241.56	276° 48' 13"
4	150.00	68.26	124.26	128.12	48° 56' 22"



# REPLAT OF WHEATCRAFT SUBDIVISION - SECOND SECTION

REPLAT OF LOTS 11 THRU 21 & LOTS 24 THRU 31



OF

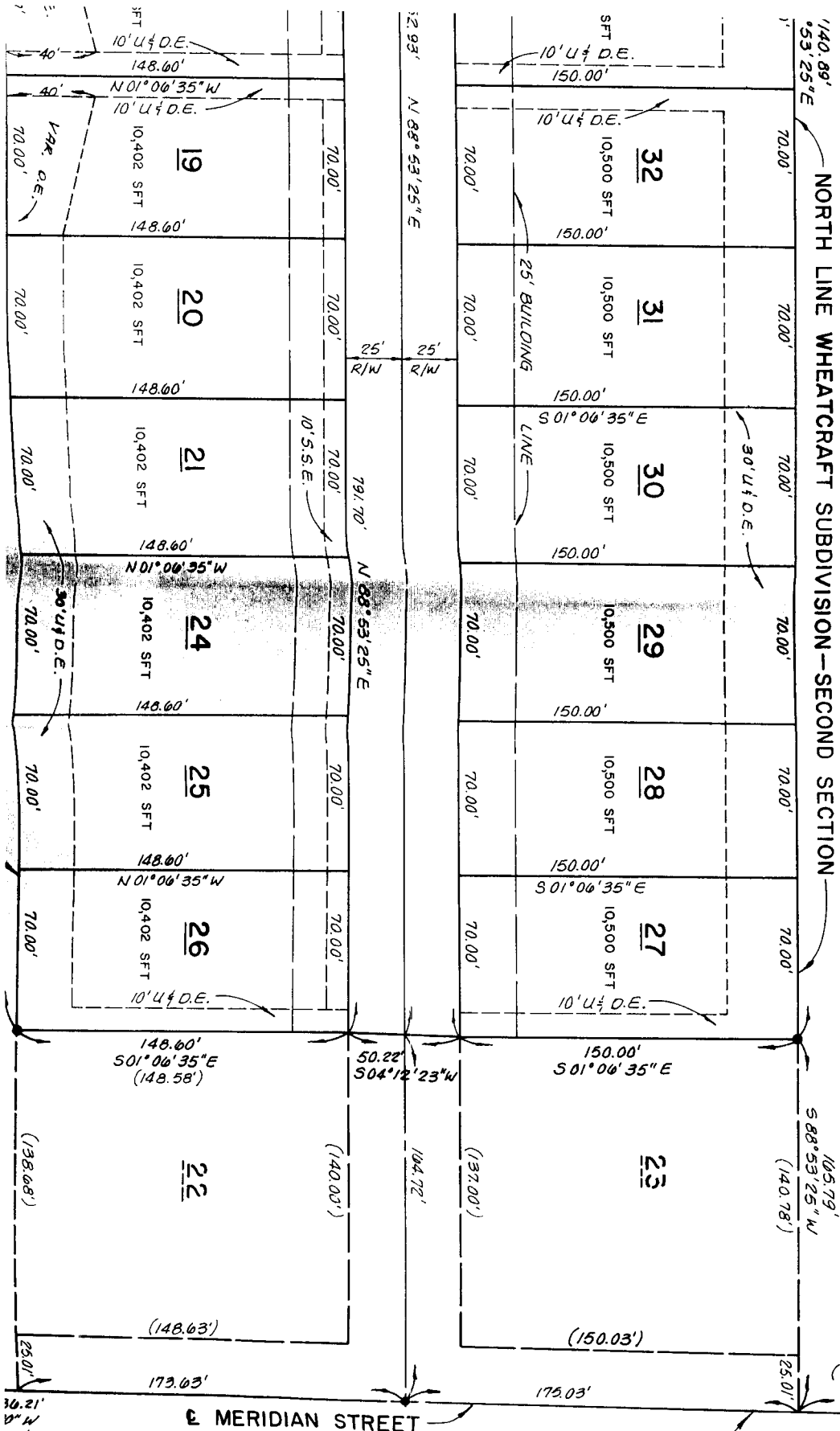
# - SECOND SECTION

LOTS 24 THRU 31

NORTH LINE NE 1/4 SEC. 29, T14N, R4E

N.E. CORNER W 1/2, NE 1/4 SEC. 29, T14N, R4E (R.R. SPIKE PLOD)

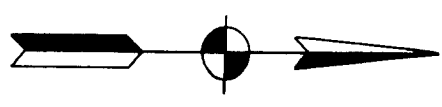
NORTH LINE WHEATCRAFT SUBDIVISION—SECOND SECTION



E MERIDIAN STREET

EAST LINE W 1/2, NE 1/4 SEC. 29, T14N, R4E

- LEGEND**
- 12 LOT NUMBERS
  - REPRESENTS EXISTING PLATTED DISTANCE (150.00)
  - R/W --- RIGHT-OF-WAY
  - SFT --- SQUARE FEET
  - UE --- UTILITY EASEMENT
  - U & D.E. --- UTILITY AND DRAINAGE EASEMENT
  - U & S.S.E. --- UTILITY AND SANITARY SEWER-EASEMENT
  - D.E. --- DRAINAGE EASEMENT
  - --- DENOTES MONUMENTATION
  - N.R. --- NON RADIAL LINE



308-211

**RESTRICTIVE COVENANTS**

5. 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 8 feet to a side yard line. No building shall be erected closer than 25 feet to the rear lot line.
6. No trailer, shack, shed, tent, or temporary building shall be used for temporary or permanent residence on any lot in this addition, and any garage, tool shed, or detached storage building erected or used accessory to a residence in this addition, shall be of a permanent type of construction and conform to the general architecture and appearance of such residence.
7. Recreational vehicles, boats, and non-used vehicles; all boats, non-motorized recreational vehicles and non-used or non-operational vehicles shall be kept in either the dwelling, garage, basement, or utility building.
8. Animals: No animals, livestock or poultry shall be raised, bred, or kept upon 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 purposes.
9. Architectural Design and Environmental Control: No building, fence, walls, or other structure shall be erected, placed, and altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structure herein and as to the building with respect to topography and finished ground elevations by an Architectural and Environmental Control Committee. This Committee shall be composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such design and locations, or to designate a representative with like authority. The Committee's approval, or disapproval, as required in this covenant shall be in writing. In the event that said written approval is not received from the committee within 14 days from the date of submission, it shall be deemed that the Committee had disapproved the presented plan. Neither the Committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.
10. The right to enforce the foregoing provisions, restrictions, and covenants both to prevent the violation thereof and to recover damages is hereby dedicated and reserved to the owners of lots in this addition, their heirs, or assigns, and shall be and continue in full force and effect for a period of 25 years from the date hereof; and may be continued for successive periods of 10 years each by a vote of the then owners of a majority of the total area of this addition. 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.
11. 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.
12. The finished yard elevation at the house site on lots in this subdivision shall be not less than the elevation (U.S.G.S. Datum) shown on the general development plan on file in the office of the Plan Commission, City of Greenwood, Indiana.

**NOTE:**

1. A VARIANCE HAS BEEN GRANTED BY THE GREENWOOD BOARD OF ZONING APPEALS REDUCING THE FRONT LOT LINE WIDTHS OF LOTS 11 AND 12 ONLY IN THIS SUBDIVISION, FROM A 35' MINIMUM FRONTAGE.

STATE OF INDIANA )  
 COUNTY OF JOHNSON )

We, the undersigned, Robert K. Newtowne Developments, Inc., of described herein, do certify that off, replatted and subdivided heretofore dedicated are hereby

Robert K. Yeager to  
 Robert K. Yeager, President  
 Newtowne Developments, Inc.  
 Greenwood, Indiana

We, the undersigned, John Dowd of Lot 12 are owners of Real Es

John Dowd                      Mary I  
 John Dowd                      Mary I  
 Owner Lot 11                      Owner

STATE OF INDIANA )  
 COUNTY OF MARION )

I, \_\_\_\_\_ hereby certify that Robert K. Y Newtowne Developments, Inc., is owner of Lot 12, personally and they signed the above certificate uses and purposes therein set

Given under my hand and Notary  
 My Commission Expires:



# 393

*Book*

*(C) November 15, 1982  
Misc. 54, p 978*

**COVENANT ON MAINTENANCE OF DITCH**

THIS COVENANT, made and entered into by and between  
Juan Paz, M.D. and the CITY OF GREENWOOD.

**WITNESSETH:**

WHEREAS, Juan Paz, M.D. wishes to use a certain ditch for  
the benefit of Greenwood Village Apartments of which he is the  
owner and sole proprietor and WHEREAS Juan Paz, M.D., and the  
City of Greenwood wish to settle any and all issues pertaining  
to maintenance and mowing of said ditch.

NOW THEREFORE, in consideration of the promises made and  
covenants hereunto by either of the parties, Juan  
Paz, M.D., on himself, his heirs, executors, administrators,  
assigns and with the City of Greenwood, do hereby agree and  
assure that he will, at his sole expense, construct, install  
and maintain a ditch, ten feet (10') wide and six feet (6')  
deep, to be known as the Greenwood Village Ditch, to be  
located on the east side of said ditch as follows:

Thirty feet (30') by parallel lines, ten feet (10') north of an  
twenty feet (20') South of the North-South line of Lot 31 in  
Tract 11 subdivision Second section from the southeast corner  
of the said lot 31 to the dedicated right of way easement line.

The maintenance of said ditch shall be the responsibility of  
Greenwood Village Apartments, Inc.

Should Juan Paz, M.D. fail to properly maintain and  
said ditch, the City of Greenwood shall have the right to enter  
said property and to do any maintenance or work required and  
to charge all costs, charges, and attorney's fees therefrom  
to Juan Paz, M.D.

IN WITNESS WHEREOF, he has hereunto set his hand and seal

*Notarially witnessed for execution  
January 15, 1982  
Shelley A. Jorgensen  
NOTARY OF ARIZONA, INC.*

COVENANT TO MAINTAIN DITCH

THIS COVENANT, made and entered into by and between  
Juan Paz, M.D. and the CITY OF GREENWOOD.

WITNESSETH:

WHEREAS, Juan Paz, M.D. wishes to use a certain ditch for  
the benefit of Greenwood Village Apartments of which he is the  
owner and sole proprietor and WHEREAS Juan Paz, M.D., and the  
City of Greenwood wish to settle any and all issues pertaining  
to maintenance and mowing of said ditch.

NOW THEREFORE, in consideration of the promises made and  
each act done pursuant hereto by either of the parties, Juan  
Paz, M.D., for himself, his heirs, executors, administrators,  
assigns and with the City of Greenwood, do hereby covenant  
and assign that he will, at his sole and separate expense,  
and now to ditch connecting the Greenwood Village Apartments  
with existing drains, said ditch to be

thirty feet (30') by parallel lines, ten feet (10') wide of and  
twenty feet (20') south of the North property line of lot 31 in  
Theatrecraft subdivision Second section from the northeast corner  
of the said lot 31 to the designated right of way easement line.

Said ditch shall be maintained by  
Greenwood and the City of Greenwood shall be responsible for

Should Juan Paz, M.D. fail to properly maintain said  
said ditch, the City of Greenwood shall be entitled to enter  
said property and to do any maintenance or other repairs and  
to charge all costs, charges, and attorney fees arising therefrom  
to Juan Paz, M.D.

IN WITNESS WHEREOF, he has hereto set his hand and seal

Not entered for taxation  
January 15 1982  
Shelley A. Ogden  
CLERK OF COURTS  
CITY OF GREENWOOD, OK

this 29<sup>th</sup> day of December, 1981.

Hoy  
Juan Pza., M.D.

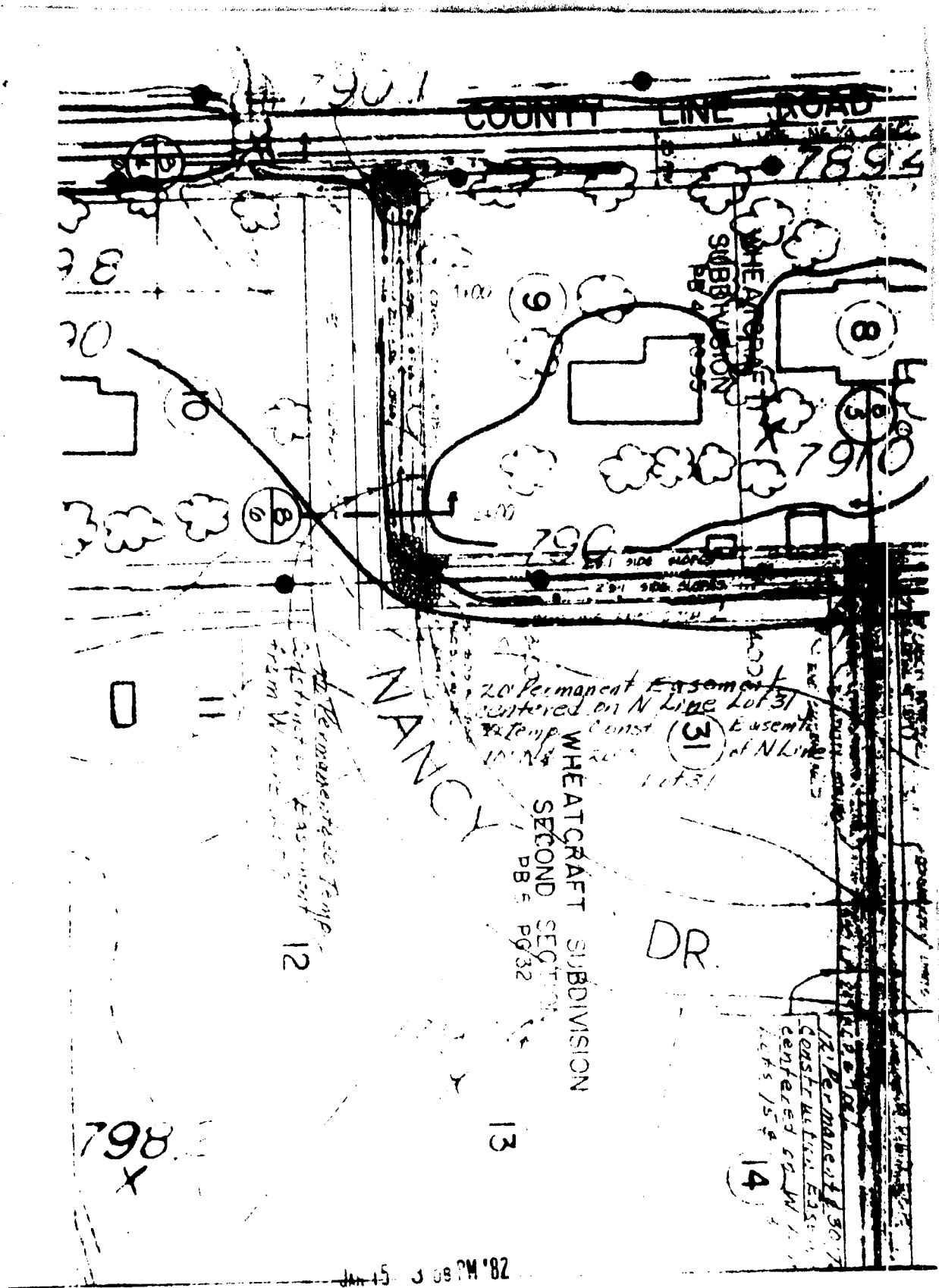
subscribed and sworn to before me this 29<sup>th</sup> day of  
December, 1981.

My commission expires:  
June 20, 1983

Harvey A. Wickinson  
Notary Public

Harvey A. Wickinson  
Notary  
Maine County

copy of this instrument prepared by  
Sharolyn Hicks (SHAROLYN HICKS)  
6040 Combs Street  
Portland, ME - 04103



RECEIVED FOR RECORD  
 BOOK 54 PAGE 978  
 S. W. M. S. DEPT.  
 TECHNICAL RECORDS DIVISION