

estate described in the attached, hereby by plat and certificate

OLIVE BRANCH ESTATES

1. This subdivision shall be known and designated as Olive Branch Estates, in White River Township, Johnson County, Indiana. All streets, alleys, and public open spaces shown and not heretofore dedicated are hereby dedicated to the public.
2. The streets and public right-of-ways shown hereon, subject to construction standards and acceptance, are hereby dedicated to the public use, to be owned and maintained by the proper Johnson County Authority.
3. 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 this 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.

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 a private attached garage for not less than two (2) cars or more than three (3) cars.
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 1700 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 nearest 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 set back (both sides) must be at least 25 feet. No building shall be erected closer than 30 feet to the rear lot line. An eight (8) foot side yard set back shall be required for an accessory building not exceeding 18 feet in height, or 200 square feet of floor area and its construction (design and exterior) shall be approved by the Architectural Control Committee.
4. All mail boxes and posts shall be standardized and be as approved and under the control of the Architectural Control Committee. The colors, the individuals names, addresses appearing on the boxes shall also be standardized and as approved by the Architectural Control Committee.

5. No building shall be erected, placed or altered on any lot until the construction plan and specifications and an plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design within existing structure, exterior paint and roof colors, and as to location with respect to topography and finish grade elevations. All fencing must be of vinylcoated chain link, or wrought iron. Said fence shall be no higher 42 inches. In-ground pool owners shall be allowed to have wood fences for privacy. Approval shall be as provided in Part 7 hereof. No fences or structures of any nature will be erected upon any lot within this plat without prior written approval of the Architectural Control Committee. No Building additions or remodeling involving exterior changes or additions shall be permitted without prior written approval of the Architectural Control Committee.

6. The Architectural Control Committee is composed of three (3) 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 member 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 90 percent of the lots, including the developer, 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 power and duties.

7. The Architectural Control 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 the plans as required herein within ten (10) days after plans and specification have been submitted to it, or in any event, if no suit to enjoin 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.

8. All dwellings shall be comprised of at least 40% masonry. No aluminum siding shall be used on exterior construction.

9. 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.

10. No structure of a temporary character, trailer, tent, shack, or garage shall be permitted on any lot or 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.

11. No sign of any kind shall be displayed to the public view on any lot, except signs used by a builder or professional real estate signs to advertise the property during the construction and sale period. Violation of this sign restriction will result in \$50.00 per day liquidated damages, payable to the developer upon demand.

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12. No oil drillings, oil development operations, oil refining, 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.

13. 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.

14. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Antennas, satellite dishes, masts, or towers of any kind will not be permitted on any lot or outside any dwelling, unless first approved by the Architectural Control Committee.

15. No fence, wall, hedge or shrub planting which obstructs the sign 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, for 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.

16. 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. All basketball backboard and any other fixed games and play structures shall be located behind the front foundation line of the main structure and within lot setback lines. It is the intention of this restriction to assure that lots and surroundings present a park-like appearance.

17. No individual water supply system or sewage system shall be permitted on any lot.

18. 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.

19. 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.

20. All drives shall be concrete paved and not less than 10 feet in width.

21. No access shall be permitted onto Olive Branch Road from Lots three (3) and thirty (33).

JOHNSON CO., INDIANA

22. 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, filled 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 Johnson County Drainage Board.

23. 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 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. Failure to pay will result in a lien against the property.

24. Violation of any of the covenants or restrictions of this plat or of those contained in the Declaration of Covenants and Restrictions for the Olive Branch Development Corporation, referenced herein, shall subject the violation to liquidated damages in the sum of Fifty Dollars (\$50.00) per day for each day the violation continues and to all other remedies, including injunction, provided by law or in equity and all costs and expenses incurred by the developer or property owners, including attorneys fees, in litigation or other procedures required to remedy such violations shall be paid by the owner(s) of the lot or lots found to be in violation. By acceptance of a deed for title to any lot within this plat, the grantee acknowledges the provisions of this plat and agrees to be bound thereby and to pay the costs and expenses described in this paragraph where applicable.

25. 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 public and reserved to the owners of the lots in this subdivision and to their heirs and assigns.

26. 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. Failure to enforce any specific requirement of the covenants shall not be considered as a waiver of the right to enforce any covenant herein, thereafter.

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DRAINAGE COVENANT PER JOHNSON COUNTY MASTER PLAN

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The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 2011, 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 sites, it is agreed to change such covenants and restrictions in whole or part.

Invalidation of any of the foregoing covenants and restrictions by judgment or court order shall in no way affect remaining portions not so affected.

All lands in the subdivision and the use of the lands in this subdivision by present and future owners or occupants shall be subject to the covenants, conditions and restrictions for "Olive Branch Estates" as recorded in P.B.C., Page 243-244 in the Office of the Recorder of Johnson County, Indiana, and shall run with the land.

The right to enforce these provisions by injunction, together with the right to cause the removal of due process of law of any structure or part hereof erected or maintained in violation hereof, is hereby dedicated to the public and reserved to the owners of the lots in this subdivision and to their heirs and assigns.

WITNESS MY HAND AND SEAL THIS 28 DAY OF MAY, 1987.

OLIVE BRANCH DEVELOPMENT CORPORATION

[Handwritten Signature]