WHERE THE SANITARY DRAINAGE SYSTEM CAN DISCHARGE INTO THE SEWER BY GRAVITY FLOW, THE LOWEST FLOOR ELEVATION WHERE A PLUMBING FIXTURE OR FLOOR DRAIN IS INSTALLED MUST BE A MINIMUM OF 12" INCHES ABOVE THE TOP OF THE LOWEST DOWNSPEW OR UPSTREAM MANHOLE CASTING NEAREST TO THE SUBJECT LATERAL CONNECTION. WHERE PART OF THE DRAINAGE SYSTEM CANNOT BE DISCHARGED INTO THE SEWER BY GRAVITY FLOW, THIS PART OF THE SYSTEM SHALL BE DISCHARGED INTO A TIGHTLY COVERED AND VENTED SUMP FROM WHICH THE CONTENTS SHALL BE LIFTED AND DISCHARGED INTO THE BUILDING DRAINAGE SYSTEM A MINIMUM OF 12" INCHES TO THE TOP OF THE LOWEST DOWNSPEW OR UPSTREAM MANHOLE CASTING NEAREST TO THE SUBJECT LATERAL CONNECTION.

I, MICHAEL L. BISHOP, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND I DO HEREBY FURTHER CERTIFY THAT I HAVE SUBDIVIDED THE FOLLOWING DESCRIBED REAL ESTATE INTO BLOCKS AND LOTS AS SHOWN ON THE HEREOF SHOWN PLAT. THIS PLAT CORRECTLY REPRESENTS A SUBDIVISION PREPARED UNDER MY DIRECTIONS.

A PART OF THE EAST HALF OF THE FRACTIONAL NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 13 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, PLEASANT TOWNSHIP, JOHNSON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE EAST HALF OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST (ASSUMED BEARING) ON AND ALONG THE EAST LINE OF SAID QUARTER SECTION 1213.71 FEET TO THE POINT OF BEGINNING; ALSO BEING THE NORTHEAST CORNER OF ASHTON PARKE DRIVE AS RECORDED IN ASHTON PARKE SUBDIVISION, SECTION ONE, P.B. "C" PAGE 730 C & D; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SAID NORTH RIGHT-OF-WAY LINE 865.20 FEET TO A POINT 28.00 FEET EAST OF THE SOUTHEAST CORNER OF LOT NUMBER 17 IN ASHTON PARKE SUBDIVISION; THENCE NORTH 00 DEGREES 24 MINUTES 24 SECONDS WEST PARALLEL TO THE EAST LINE OF ASHTON PARKE 120.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 840.12 FEET TO A POINT ON THE EAST LINE OF SAID QUARTER SECTION; THENCE 200 FEET 00 MINUTES 00 SECONDS EAST ON THE EAST LINE OF SAID QUARTER SECTION; THENCE NORTH 85 DEGREES 00 MINUTES 00 SECONDS WEST TO THE NORTHEAST CORNER OF THE EAST HALF SAID NORTHEAST QUARTER FROM WHERE THE BEGINNING WAS MADE.

WITNESS MY HAND AND SEAL.

MICHAEL L. BISHOP
REG. LAND SURVEYOR
WHERE THE SANITARY DRAINAGE SYSTEM CAN DISCHARGE INTO THE SEWER BY
GRAVITY FLOW, THE LOWEST FLOOR ELEVATION WHERE A PLUMBING FIXTURE
OR FLOOR DRAIN IS INSTALLED MUST BE A MINIMUM OF 12 INCHES ABOVE
THE TOP OF THE LOWEST DOWNSTREAM OR UPSTREAM MANHOLE CASTING
NEAREST TO THE SUBJECT LATERAL CONNECTION. WHERE PART OF THE
DRAINAGE SYSTEM CANNOT BE DISCHARGED INTO THE SEWER BY
FLOW, THIS PART OF THE SYSTEM SHALL BE DISCHARGED INTO A TIGHTLY
COVERED AND VENTED SUMP FROM WHICH THE CONTENTS SHALL BE LIFTED
AND DISCHARGED INTO THE BUILDING DRAINAGE SYSTEM. ANY MANHOLE
OF 12 INCHES ABOVE THE TOP OF THE LOWEST DOWNSTREAM OR UPSTREAM
MANHOLE CASTING NEAREST TO THE SUBJECT LATERAL CONNECTION.

I, MICHAEL L. BISHOP, HEREBY CERTIFY THAT I AM A LAND SURVEYOR,
REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA;
AND I DO HEREBY FURTHER CERTIFY THAT I HAVE SUBDIVIDED THE
FOLLOWING DESCRIBED REAL ESTATE INTO BLOCKS AND LOTS AS SHOWN ON
THE HEREFOR DRAWM PLAN, THIS PLAN COMPLETELY REPRESENTS A
SUBDIVISION PREPARED UNDER MY DIRECTION.

A PART OF THE EAST HALF OF THE FRACTIONAL NORTHEAST QUARTER
OF SECTION 6, TOWNSHIP 13 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL
MERIDIAN, PLEASANT TOWNSHIP, JOHNSON COUNTY, INDIANA, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE EAST HALF OF SAID
NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS
EAST (ASSUMED BEARING) ON AND ALONG THE EAST LINE OF SAID QUARTER
SECTION 1213.71 FEET TO THE POINT OF BEGINNING. ALSO BEING THE
NORTH CORNER OF ASHTON PARKE DRIVE AS RECORDED IN ASHTON PARKE
SUBDIVISION SECTION ONE. P.B. "C" PAGE 730 C & D; THENCE SOUTH 90
DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SAID NORTH RIGHT-OF-
WAY LINE 685.20 FEET TO A POINT 26.00 FEET EAST OF THE SOUTH
CORNER OF LOT NUMBER 17 IN ASHTON PARKE SUBDIVISION; THENCE NORTH
90 DEGREES 00 MINUTES 00 SECONDS WEST 24 MINUTES 24 SECONDS WEST PARALLEL TO THE EAST LINE OF SAID PARKE DRIVE 120.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 684.12 FEET TO A POINT ON THE EAST LINE OF SAID QUARTER SECTION; THENCE 80 DEGREES 00 MINUTES 00 SECONDS EAST ON AND ALONG SAID EAST LINE 120.00 FEET TO THE POINT OF BEGINNING.

ALSO

PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 13 NORTH,
RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN IN PLEASANT
TOWNSHIP, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST LINE OF SAID QUARTER SECTION SOUTH 00
DEGREES 00 MINUTES 00 SECONDS EAST (ASSUMED BEARING) 1273.71 FEET
FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION BEING THE
SOUTHEAST CORNER OF ASHTON PARKE DRIVE IN SAID SUBDIVISION; THENCE
CONTINUING ALONG SAID EAST LINE SOUTH 00 DEGREES 00 MINUTES 00
SECONDS EAST 120.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00
SECONDS WEST 331.93 FEET TO A POINT ON THE EAST LINE OF ASHTON
PARKE VILLAGE AS RECORDED IN P.C. "C", PAGES 730 & 731; THENCE ON
AND ALONG SAID EAST LINE NORTH 00 DEGREES 00 MINUTES 00 SECONDS
EAST 120.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF
ASHTON PARKE DRIVE; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS
EAST 26 MINUTES 24 SECONDS EAST PARALLEL TO THE EAST LINE OF SAID
SUBDIVISION; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS
EAST ON AND ALONG THE SAID SOUTH LINE 331.93 FEET TO THE POINT OF
BEGINNING. CONTAINING 0.914 ACRES MORE OR LESS, SUBJECT, HOWEVER TO
ALL LEGAL RIGHTS-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD.
THIS PLAT CONTAINS 10 LOTS IDENTIFIED AS LOTS 81 THROUGH 90 INCLUSIVE, TOGETHER WITH STREETS, RIGHTS OF WAY AND EASEMENTS AS SHOWN ON THE PLAT HEREWITH.

ALL MONUMENTS SHOWN HEREAFTER WILL EXIST, AND THAT THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE ACCURATELY SHOWN; AND THAT THE COMPUTED ERROR OF CLOSURE OF THE BOUNDARY SURVEY IS NOT MORE THAN ONE FOOT IN TEN THOUSAND; AND THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF THE SUBDIVISION ORDINANCE. THE SIZE OF LOTS AND WIDTH OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

WITNESS MY HAND AND SEAL THIS 20TH DAY OF DECEMBER, 1986

MICHAEL L. BISHOP
REG. LAND SURVEYOR #S 0511

BE IT RESOLVED BY THE CITY OF GREENWOOD, JOHNSON COUNTY, INDIANA, TO-WIT:

SECONDARY APPROVAL IS HEREBY GRANTED BY THE GREENWOOD ADVISORY PLAN COMMISSION ON THE 22ND DAY OF JULY, 1996. SIGNED THIS 24TH DAY OF JUNE, 1996

DESIGNATED OFFICIAL
PLAN COMMISSION
JANET EAMES

ATTEST: DIRECTOR
PLAN COMMISSION
CLINTON E. FERGUSON

INSTRUMENT NO. 90
RECEIVED FOR RECORD 3/14/97
FEE 23.00
RECEIVED FOR ASSESSMENT 7-8-97 FOR AMENDMENT

2-7-97 Rerecorded see pg 240
7-8-97 for Amendment see pg 97014612
RESTRICTIVE COVENANTS

WE, THE UNDERSIGNED SENTRY DEVELOPMENT, INC., SENTRY HOMES INC., MICHAEL D. SMITH, ROBERT C. KLEPPE AND SHARON K. KLEPPE AS OWNERS OF THE LOT OR LOTS SHOWN AND DESCRIBED HEREIN, DO HEREBY LAY OFF, PLOT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE HERETIN PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS ASHTON PARK EASEMENTS SECTION 2, AN ADDITION TO THE CITY OF GREENWOOD, JOHNSON COUNTY, INDIANA, ALL STREETS AND ALLEYS AND PUBLIC OPEN SPACES SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC.

THE FOREGOING COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2015. AND WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNTIL EASEMENTS, EITHER SEPARATELY OR IN THE MAJORITY OF THE THEN OWNERS OF THE BINDING SITES COVERED BY THESE COVENANTS, IT IS AGREED TO CHANGE SUCH COVENANTS IN WHOLE OR IN PART.

INVALIDATION OF ANY ONE OF THE FOREGOING COVENANTS BY JUDGMENT OR COURT ORDER SHALL NOT IN ANY WAY AFFECT ANY OF THE OTHER COVENANTS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN ORDER TO AFFORD ADEQUATE PROTECTION TO ALL PRESENT AND FUTURE OWNERS OF LOTS AND TRACTS IN THIS SUBDIVISION, THE UNDERSIGNED OWNERS HEREBY ADOPT AND APPEND THE FOLLOWING PROTECTIVE COVENANTS, EACH AND ALL FOR THE BENEFIT OF EACH AND EVERY OWNER OF ANY LOT OR LOTS IN THE SUBDIVISION, BINDING ALL THE SAME, NOW AND HEREAFTER, AND THEIR HEIRS AND PERSONAL REPRESENTATIVES, AND WHERE APPLICABLE, THEIR SUCCESSIONS AND ASSIGNS.


2. LOTS DESIGNATED IN THIS PLAT ARE HEREBY RESERVED FOR ATTACHED SINGLE-FAMILY RESIDENTIAL USE AND WILL HAVE ERECTED THEREON DWELLINGS WHICH SHALL SHARE A COMMON WALL WITH A SIMILAR SINGLE-FAMILY STRUCTURE ON THE LOT, SUCH COMMON WALL COMPRISING A PART OF THE COMMON TRACT LINES BETWEEN SUCH TRACTS, EACH WALL WHICH IS BUILT AS A PART OF THE ORIGINAL CONSTRUCTION OF THE HOUSES UPON THE LOTS AND CONNECTS TWO DWELLING UNITS SHALL CONSTITUTE A COMMON WALL OR PARTY WALL, AND TO THE EXTENT NOT INCONSISTENT WITH THE PROVISIONS OF THESE RESTRICTIONS, THE GENERAL RULES OF LAW REGARDING COMMON WALLS OR PARTY WALLS AND LIABILITY FOR PROPERTY DAMAGE DUE TO NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS SHALL APPLY THERE TO. HEREFORTH, THE TERMS COMMON WALL AND PARTY WALL SHALL BE USED INTERCHANGEABLY.

3. THE DIVISION WALL BETWEEN ANY TRACT DESCRIBED HEREIN AND THE TRACT IMMEDIATELY ADJOINING IT SHALL BE A COMMON WALL OR A PARTY WALL AND THE ADJOINING LANDOWNERS SHALL HAVE CROSS EASEMENTS IN THE WALL SHOWN ON THE PLAT WHICH SHALL BE USED FOR THE JOINT PURPOSES OF THE APARTMENT BUILDING SEPARATELY BY IT.

4. SHOULD THE COMMON WALL OR PARTY WALL, AT ANY TIME WHILE IN USE BY BOTH PARTIES AS AFORESAID, BE INJURED BY ANY CAUSE OTHER THAN THE ACT OR OMISSION OF EITHER PARTY, THE WALL SHALL BE REPAIRED OR REBUILT AT THEIR JOINT EXPENSE, PROVIDED THAT ANY SAVINGS RECEIVED FROM INSURANCE AGAINST SUCH INJURY OR DESTRUCTION SHALL BE FIRST APPLIED TO SUCH REPAIR OR RESTORATION. SHOULD THE COMMON WALL OR PARTY WALL BE INJURED BY THE ACT OR OMISSION OF EITHER PARTY, THE WALL SHALL BE REPAIRED OR REBUILT AT THE EXPENSE OF THE PARTY DEEMED RESPONSIBLE FOR THE AFORESAID ACT OR OMISSION.

5. THIS COMMON WALL COVENANT AND THE COVENANTS HERETO CONTAINED, SHALL RUN WITH BOTH PARCELS OF LAND UTILIZING THE COMMON WALL, BUT SHALL NOT OPERATE TO CONVEY TO EITHER PARTY THE PLOT TO BE PART OF THE TRUST TO BE ACQUIRED BY THE OTHER PARTY THE CREATION OF RIGHTS TO A COMMON WALL BEING THE SOLE PURPOSE THEREOF.

6. IN THE EVENT OF A DISPUTE OR CONTROVERSY AS TO ANY MATTER WITHIN OR ARISING OUT OF THESE COVENANTS, SUCH DISPUTE OR CONTROVERSY SHALL BE REFERRED TO THE ABBREVIATION OF THE BUILDING COMMITTEE, AND THE ARBITRATION OF SUCH MATTERS SHALL BE AN EXPRESSION OF ANY NATURE WHATSOEVER.


8. NO BUILDING OR OTHER IMPROVEMENTS SHALL BE ERECTED OR PERMITS ISSUED FOR SUCH BUILDING OR IMPROVEMENTS WITHOUT APPROVAL AS TO THE COLOR SCHEMES WITH EXISTING OR FUTURE EASEMENTS OR AT THE BUILDING COMMITTEE, THE OWNERS OF THE LOT OR LOTS AND THEIR HEIRS AND PERSONAL REPRESENTATIVES.

9. THE OWNER OF THE LOT OR LOTS SHALL CONFORM TO AND COMPLY WITH ALL BUILDING CODES, ORDINANCES, REGULATIONS, RULES AND LAWS, NOW IN FORCE OR HEREAFTER ENACTED, ENFORCED OR IN EFFECT.

10. THE OWNER OF THE LOT OR LOTS HEREBY ASSUMES ALL RISKS AND RESPONSIBILITIES AS TO THE EASEMENTS, SEWER EASEMENTS, PUBLIC UTILITY EASEMENTS AND ALL OTHER RIGHTS AND INTERESTS DERIVED THEREFROM AS MANY HAVE HERETO Conversation OR COMMUNITY OR GREENWOOD BUILDING COMMITTEE.

11. NO FENCE, WALL, HEDGES, LEAVES OR OTHER OBSTRUCTIONS OR OBSTRUCTIONS TO THE STREET, SHALL BE PLACED WITHIN TEN (10) FEET FROM THE CURB OR THE CURB OF THE STREET.

12. ALL RESIDENTIAL CONSTRUCTION SHALL BE ACCORDED WITH THE REQUIREMENTS FOR THE TRACTS WITHIN THE DEVELOPMENT, AND AS AFFECTED WITHIN THE DEVELOPMENT, WITH THE PUBLIC UTILITY AND OTHER GOVERNMENTAL AGENCIES AND AS AFFECTED WITHIN THE DEVELOPMENT.
IN VALIDATION OF ANY ONE OF THE FOREGOING COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER COVENANTS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN ORDER TO AFFORD ADEQUATE PROTECTION TO ALL PRESENT AND FUTURE OWNERS OF THIS TRACT AND ITS SUBDIVISION, THE UNDERSIGNED OWNERS HEREBY ADOPT AND ESTABLISH THE FOLLOWING PROTECTIVE COVENANTS, EACH AND ALL FOR THE BENEFIT OF EACH AND EVERY OWNER OF ANY LOT OR LOTS IN THE SUBDIVISION, BINDING ALL THE SAME, NOW AND HEREAFTER AND THEIR GRANTEES, THEIR REPRESENTATIVES, AND WHERE APPLICABLE, THEIR SUCCESSORS AND ASSIGNS.

1. EACH LOT SHALL BE DIVIDED INTO SEPARATELY DESIGNATED TRACTS AND EACH TRACT SHALL BE CONVEYED AS A SEPARATELY DESIGNATED LEGAL ENTITY, FRIENDLY, SEPARATE, SUBDIVISION, WITH ALL CONDITIONS AND PROVISIONS IN THESE COVENANTS SET FORTH, THE TRACTS SHALL BE DELINEATED AND DESCRIBED AS A METER AND BOUNDS PART OF THE LOT OR LOTS IT IS PART OF WHICH IS PASSED AT SUCH TIME AS THE DWELLING ARE COMPLETE ENOUGH TO ESTABLISH THE RELATIONSHIP OF THE PARTY WALL OR THE LOTS PERIMETER.

2. LOTS DESIGNATED IN THIS PLAT ARE HEREBY RESERVED FOR ATTACHED SINGLE-FAMILY RESIDENTIAL USE AND WILL HAVE ERECTED THEREON DWELLINGS WHICH SHALL BE CONVEYED AS A COMMON WALL WITH A SIMILAR SINGLE-FAMILY STRUCTURE ON THE LOT, SUCH COMMON WALL COMPRISING A PART OF THE COMMON TRACT LINES BETWEEN SUCH TRACTS. EACH WALL WHICH HUMS WITHIN THE ORIGINAL CONSTRUCTION OF THE COMMON WALL OR PARTY WALL WITHIN THE PROVISIONS OF THE PROVISIONS OF THESE RESTRICTIONS, THE GENERAL RULES OF LAW REGARDING COMMON WALLS SHALL BE USED TO LIABILITY FOR PROPERTY DAMAGE DUE TO NEGLIGENCE OR WILFUL ACTS AND LIABILITY OMISSIONS SHALL APPLY THERE TO. HEREAFTER, THE TERMS COMMON WALL AND PARTY WALL SHALL BE USED INTERCHANGEABLE.

2A. THESE LOTS SHALL BE USED FOR COMMERCIAL PURPOSES.


4. SHOULD THE COMMON WALL OR PARTY WALL, AT ANY TIME WHILE IN USE BY BOTH PARTIES AS AFORESAID, BE INJURED OR CAUSED TO BE IN ANY WAY, THE OWNER OF THE WALL, SHALL BE REPAIRED OR REBUILT AT THEIR OWN EXPENSE, WITHOUT DAMAGES RECEIVED FROM INSURANCE AGAINST SUCH INJURY OR DESTRUCTION BE FIRST APPLIED TO SUCH REPAIR OR RESTORATION. THE COMMON WALL SHALL BE INJURED BY THE ACT OR OMISSION OF EITHER PARTY, THE WALL SHALL BE REPAIRED OR REBUILT AT THE EXPENSE OF THE PARTY SHARED RESPONSIBLE FOR THE AFORESAID ACT OR OMISSION.

5. THIS COMMON WALL COVENANT AND THE COVENANTS HEREIN CONTAINED, SHALL RUN WITH BOTH PARCELS OF LAND UTILIZING THE COMMON WALL AND SHALL NOT BE CONVEYED TO ANY PERSON NOT PAYING THE FEE TO ANY PART OF THE LAND OWNED OR TO BE ACQUIRED BY THE OTHER PARTY, THE CREATION OF RIGHTS TO A COMMON WALL BEING THE SOLE PURPOSE HEREOF.

6. IN THE EVENT OF A DISPUTE OR CONTROVERSY AS TO ANY MATTER WITHIN OR ARISING OUT OF THESE COVENANTS, SUCH DISPUTE OR CONTROVERSY SHALL BE SUBMITTED TO THE ARBITRATION COMMITTEE, AND THE ARBITRATION OF SUCH MATTERS SHALL BE AN EXCLUSIVE REMEDY, APPLICABLE TO ANY LEGAL OR EQUITABLE ACTION OR PROCEEDING OF ANY NATURE WHATSOEVER.

7. LOTS ARE SUBJECT TO DRAINAGE EASEMENTS, SEWER EASEMENTS, AND UTILITY EASEMENTS, EITHER SEPARATELY IN ANY CONJECTIVE GROUP AS SHOWN ON THE PLAT, WHICH ARE RESERVED FOR THE USE OF LOT OWNERS, PUBLIC UTILITY COMPANIES AND GOVERNMENTAL AGENCIES AS FOLLOWS:

(A) DRAINAGE EASEMENTS (D.E.) ARE CREATED TO PROVIDE PATHS AND COURSES FOR AREA AND LOCAL STORM DRAINAGE, EITHER ORAL OR IN ADJACENT SECTIONS OF THE SUBDIVISION AND ADJOINING GROUND AND/OR PUBLIC DRAINAGE SYSTEMS, AND THE INDIVIDUAL RESPONSIBILITY OF EACH LAND OWNER TO MAINTAIN THE DRAINAGE ACROSS HIS OR HER LOT. UNDER NO CIRCUMSTANCE SHALL EASEMENT BE BLOCKED IN ANY MANNER BY ANY OWNER FOR RECONSTRUCTION OR ANY IMPROVEMENT, OR SHALL ANY GRADING RESTRICT IN ANY CHANCE THE WATERFLOOD SAID AREAS ARE SUBJECT TO CONSTRUCTION OF ANY EXTENT NECESSARY TO OBTAIN AND MAINTAIN DRAINAGE AT ALL TIMES BY ANY GOVERNMENTAL AUTHORITY HAVING JURISDICTION OVER DRAINAGE OR BY THE DEVELOPER OF THE SUBDIVISION. SAID EASEMENTS ARE FOR THE MUTUAL USE OF ALL OWNER OF THE LOT IN THE ADDITION AND ARE SERVITUDE OVER SUCH LAND FOR THE BENEFIT OF THE OTHER LAND INCLUDED IN ASHTON PARK SEASON 2, UPSTREAM OR DOWNSTREAM USE.

(B) SEWER EASEMENTS (S.E.) ARE CREATED FOR THE USE OF THE LOCAL GOVERNMENT AGENCY HAVING JURISDICTION OVER THE STORM AND SANITARY WASTE DISPOSAL SYSTEM, AND THE PURPOSE OF INSTALLATION AND MAINTENANCE OF SEWER SEWER PART OF SAID SYSTEM. EACH OWNER OF A LOT MUST CONSTRUCT WITH ANY
PUBLIC SANITARY SEWER AVAILABLE.
(c) UTILITY EASEMENTS (A.R.E.), CREATED FOR THE USE OF PUBLIC UTILITY COMPANIES, NOT INCLUDING TRANSPORTATION COMPANIES, FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF MAINS, DUCTS, PIPES, LINES AND WIRES, METERS, AND WATER BOXES. SUCH EASEMENTS INCLUDE THE RIGHT OF REASONABLE INGRESS AND EGRESS FOR THE EXERCISE OF THE RIGHTS, INCLUDING READING OF THE METERS. NO STRUCTURE, INCLUDING FENCES, SHALL BE BUILT ON ANY DRAINAGE, SEWER OR UTILITY EASEMENT.

8. NO BUILDING OR OTHER STRUCTURE SHALL BE ERECTED, PLACED UPTON, ALTERED, OR REPAIRED ON ANY LOT IN THIS SUBDIVISION UNLESS THE BUILDING PLANS, SPECIFICATIONS, PLANT PLANS, AND COLOR SCHEMES ARE APPROVED AS TO THE CONFORMITY AND HARMONY OF EXTERNAL DESIGN AND COLOR SCHEMES WITH EXISTING STRUCTURES ON THE SITE. PERMITTED PRECEDENTS MUST BE USED AS TO THE BUILDING WITH RESPECT TO TOPOGRAPHY AND FINISHED GROUND ELEVATION, BY A COMMITTEE COMPOSED OF RICK W. FRENCH AND ROBERT ORY, OR BY THEIR SUCCESSORS, IN THE EVENT OF DEATH, DISABILITY, OR RESIGNATION OF ANY MEMBER OF SAID COMMITTEE. ANY REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE THE ACCORDINGLY APPROVED DESIGNS AS A REPRESENTATIVE WITH LIKE AUTHORITY. IF THE COMMITTEE FAILS TO ACT UPON ANY PLAN SUBMITTED TO IT FOR ITS APPROVAL WITHIN A PERIOD OF TWENTY EIGHTY DAYS FROM THE SUBMISSION DATE OR OF THE SAME, THE OWNER MAY PROCEED THEM WITH THE BUILDING ACCORDING TO THE PLANS SUBMITTED, WITHOUT APPROVAL. NEITHER THE BUILDING MEMBERS NOT THE DESIGNER REPRESENTATIVES SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THE COMMISSIONER OF EASEMENTS OR DISABILITY OR RESIGNATION OF ALL OF THE ORIGINAL MEMBERS OF THE BUILDING COMMITTEE, THE OWNERS OF THE LOTS, BY MAJORITY, SHALL ELECT A NEW BUILDING COMMITTEE FOR THE PURPOSES SET FORTH IN THESE COVENANTS.

9. FRONT BUILDING LINES (B.L.) ARE HEREBY ESTABLISHED BETWEEN WHICH LINES AND THE FRONT PROPERTY LINES, NO PERMANENT OR OTHER STRUCTURE, OTHER THAN DRIVES, SHALL BE ERECTED AND MAINTAINED. SIX FEET OF BUILDING LINES SHALL BE ERECTED IN ACCORDANCE WITH THE ZONING ORDINANCES APPLICABLE TO THE SUBDIVISION AT THEREOF AS MANY HAVE BEEN GRANTED BY THE GREENWOOD PLAN COMMISSION OR GREENWOOD BOARD OF ZONING APPEALS.

10. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS SHALL VIOLATE ANY OF THESE COVENANTS, RESTRICTIONS, PROVISIONS OR CONDITIONS HERETO, IT SHALL BE FOR THE PERSON OWNING ANY REAL PROPERTY SITUATED IN THE SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AS LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE SUCH COVENANT AND EITHER TO PREVENT THEM FROM DOING SO, OR TO RECOVER DAMAGE OR OTHER DUES FOR SUCH VIOLATION.

11. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO FEET AND SIX FEET ABOVE THE STREET LEVEL SHALL BE PLACED OR ERECTED OR ALLOWED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET RIGHT-OF-WAY LINES AND A LINE CONNECTING POINTS TWENTY-FIVE FEET FROM THE INTERSECTION TO THE CORNER OF THE STREET LINES EXTENDED. THE SIGHT LINE LIMITATIONS SHALL APPLY TO ANY LOT WITHIN TEN FEET FROM THE INTERSECTION OF A STREET LINE WITH THE EDGE OF A DRIVEWAY. PERMITS TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FENCE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF VIEW. THE EASEMENT SHALL NOT BE ERECTED OR ALLOWED ON ANY LOT LINE, NOR ON ANY LOT, THE PURPOSE OR REASONABLE VIEW, LIGHT OR AIR, AND ALL FENCES, GATES, OR GATE PERMITS SHALL BE KEPT REASONABLY SO AS TO ENCLOSE THE PROPERTY AND DECORATE THE SAME WITHOUT HINDRANCE OR OBSTRUCTION TO ANY OTHER PROPERTY.

12. ALL RESIDENCE CONSTRUCTION WITHIN THE SUBDIVISION SHALL HAVE ATTACHED GARAGES, ALL DRIVEWAYS SHALL BE HARD SURFACED WITH EITHER CONCRETE OR ASPHALT. ANY CHANGES AND ALTERATIONS OF STRUCTURES OR DRIVEWAYS ARE SUBJECT TO THE APPROVAL OF THE MINIMUM SQUARE FOOTAGE OF LIVING SPACE OF DWELLINGS WITHIN THE SUBDIVISION. 2. EXCLUSIVE OF PORCHES, GARAGES OR BASEMENTS SHALL BE NOT LESS THAN

(a) 1100 SQUARE FEET FOR SINGLE STORY DWELLINGS; AND
(b) 1200 SQUARE FEET (AGGREGATE) FOR TWO STORY DWELLINGS.

13. NO HOTEL, BUILDING, BOARDING HOUSE, MERCANTILE OR FACTORY BUILDING OR BUILDINGS IN THE SUBDIVISION, SUCH USE SHALL BE ERECTED OR MAINTAINED ON ANY LOT IN THIS SUBDIVISION.

14. NO TRAILERS, SHACKS OR OUTHOUSES OF ANY KIND SHALL BE ERECTED OR SITUATED ON ANY LOT HEREIN, EXCEPT FOR USE BY THE BUILDING IN THE DURGING THE CONSTRUCTION OF A PROPER STRUCTURE.

15. NO FARM ANIMALS, FOWLS, OR DOMESTIC ANIMALS FOR COMMERCIAL PURPOSES SHALL BE KEPT OR PERMITTED ON ANY LOT OR LOTS IN THIS SUBDIVISION.
8. NO BUILDING OR OTHER STRUCTURE SHALL BE ERECTED, PLACED, ALTERED, OR REPAIRED ON ANY LOT IN THIS SUBDIVISION UNTIL BUILDING PLANS, SPECIFICATIONS, PLOT PLANS, AND COLOR SCHEMES ARE APPROVED AS TO THE CONFORMITY AND HARMONY OF EXTERNAL DESIGN AND COLOR SCHEMES WITH EXISTING STRUCTURES WITHIN THE SUBDIVISION, AND AS TO THE BUILDINGS WITH RESPECT TO TOPOGRAPHY AND FINISHED GROUND ELEVATION, BY THE BUILDING COMMITTEE. NO BUILDING PERMIT WILL BE ISSUED TO ANY PERSON, LINDA S. HOGAN OR BY THEIR SUCCESSORS, IN THE EVENT OF DEATH, DISABILITY, OR INCAPACITY, OR THE LEGAL REPRESENTATIVE OF SUCH PERSON, UNLESS THE REPRESENTATIVE HAS BEEN FULLY APPROVED AND DISAPPROVE SUCH DESIGN AND LOCATION, OR TO DESIGNATE A REPRESENTATIVE OR LIKE AUTHORITY. IF THE COMMITTEE FAILS TO ACT UPON ANY PLAN SUBMITTED TO IT FOR ITS APPROVAL WITHIN A PERIOD OF THIRTY (30) DAYS FROM THE SUBMISSION DATE OF THE SAME, THE OWNER MAY PROCEED THEN WITH THE BUILDING ACCORDING TO THE PLANS SUBMITTED Và THE APPLICABLE BUILDING CODES. IF THE COMMITTEE, OR NOT THE DESIGNATED REPRESENTATIVES SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT UPON THE DEATH, DISABILITY, OR INCAPACITY OF ANY MEMBER OF THE BUILDING COMMITTEE, OR THE OWNERS OF THE LOTS, BY A MAJORITY ELECT A NEW BUILDING COMMITTEE FOR THE PURPOSES SET FORTH IN THESE COVENANTS.

9. FRONT BUILDING LINES (B.L.) ARE HEREBY ESTABLISHED, BETWEEN WHICH LINES NO BUILDING MAY EXCEED THE FRONT PROPERTY LINES, NO PERMANENT OR OTHER STRUCTURE, OTHER THAN DRIVEWAYS, SHALL BE ERECTED AND MAINTAINED. SIDE AND REAR BUILDING LINES ARE ESTABLISHED IN ACCORDANCE WITH THE ZONING ORDINANCES APPLICABLE TO THE SUBDIVISION AND VARIANCES THEREFROM AS MAY HAVE BEEN GRANTED BY THE GREENWOOD PLAN COMMISSION OR GREENWOOD BOARD OF ZONING APPEALS.

10. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR Assigns SHALL VIOLATE ANY OF THESE COVENANTS, RESTRICTIONS, PROVISIONS, OR CONDITIONS HERETOF, IT SHALL BE LAWFUL FOR ANY OTHER PERSONS OR PARTIES OR REAL ESTATE SITUATED IN THE SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AS LAW OR EQUITABLE ACTION FOR VIOLATION OF ANY SUCH COVENANT, RESTRICTION, PROVISION, OR CONDITION, OR ANY VIOLATION OF SUCH COVENANT, RESTRICTION, PROVISION, OR CONDITION, AND EITHER TO ENJOIN OR TO REQUIRE THE STOPPING OF SUCH VIOLATION, OR TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATION.

11. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN AND NOT MORE THAN 10 FEET FROM THE STREET, SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT. A TRIANGULAR AREA FORMED BY THE STREET RIGHT-OF-WAY LINES AND A LINE CONNECTING FIVE (5) FEET FROM THE STREET LINES AND IN THE CASE OF A FRONTAGE ROAD, THE INTERSECTION OF THE STREET LINES EXCEEDED, THE SIGHT LINE LIMITS APPLICABLE TO ANY LOT WITHIN TEN (10) FEET FROM THE INTERSECTION OF A STREET LINES WITH THE EDGE OF A DRIVEWAY PAVEMENT OR ALLEY LINE. NO TREE SHALL BE PLANTED WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOilage LINE IS MAINTAINED AT SUCH OR ANY OTHER CONDITION WHICH WILL BE TO OBSTRUCT REASONABLE VISION, LIGHT, AIR, AND ALL THEREOF TO ENCLOSe THE PROPERTY AND DECORATE THE SAME WITHOUT HINDRANCE OR OBSTRUCTION TO ANY OTHER PROPERTY.

12. ALL RESIDENCE CONSTRUCTION WITHIN THE SUBDIVISION SHALL HAVE ATTACHED GARAGES. ALL DRIVEWAYS SHALL BE PAVED WITH EITHER CONCRETE OR ASPHALT. ANY CHANGES AND ALTERATIONS OF STRUCTURES OR DRIVEWAYS ARE APPROVED BY THE MINIMUM FOOTAGE LAYOUT OF DWELLINGS WITH ASHTON PARK SECTION 2 EXCEPT FOR PORCHES, GARAGES OR BASEMENTS SHALL BE NO LESS THAN:

- (a) 1100 SQUARE FEET FOR SINGLE STORY DWELLINGS;
- (b) 1200 SQUARE FEET (AGGREGATE) FOR TWO STORY DWELLINGS.

13. NO HOTEL BUILDING, BOARDING HOUSE, MERCANTILE OR FACTORY BUILDING OR BUILDINGS OF ANY KIND FOR COMMERCIAL USE SHALL BE ERECTED OR MAINTAINED ON ANY LOT IN THIS SUBDIVISION.

14. NO TRAILERS, SHACKS OR OUTHOUSES OF ANY KIND SHALL BE ALTERED OR OCCUPIED ON ANY LOT HEREIN, EXCEPT THAT FOR USE BY THE BUILDING DURING THE CONSTRUCTION OF A PROPER STRUCTURE.

15. NO FARM ANIMALS, FOWLS, OR DOMESTIC ANIMALS FOR COMMERCIAL PURPOSES SHALL BE KEPT OR PERMITTED ON ANY LOT OR LOTS IN THIS SUBDIVISION.

16. NO NOISOME, UNLAWFUL, OR OTHERWISE OFFENSIVE ACTIVITY SHALL BE CARRIED OUT ON ANY LOT IN THIS SUBDIVISION, NOR SHALL ANYTHING BE DONE THERE WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

17. NO PRIVATE, OR SEMI-PRIVATE WATER SUPPLY OR SEWAGE DISPOSAL SYSTEM SHALL BE ERECTED UPON ANY LOT IN THIS SUBDIVISION WHICH IS NOT IN COMPLIANCE WITH THE REGULATIONS OR REGULATIONS OF THE INDIANA STATE BOARD OF HEALTH AS PROVIDED BY THE INDIANA STATE BOARD OF HEALTH, OR OTHER CIVIL AUTHORITY HAVING JURISDICTION, EXCEPT AS APPROVED BY SAID HEALTH AUTHORITY.

18. THE REPAIR OR STORAGE OF INOPERATIVE MOTOR VEHICLES, OR LOT, UNLESS ENTIRELY WITHIN A GARAGE PERMITTED TO BE CONSTRUCTED BY THESE COVENANTS.

THIS INSTRUMENT PREPARED BY: RICH...
2. Each owner of a lot by acceptance or not it shall be so expressed such assessments as herein provided. All such assessments therefore and costs of collection thereof shall be charged on the land and shall be added to the tax roll. Such assessments shall be payable in full on the due date at a percentage rate of 12% to the amount thereof shall be entitled to institute such procedures, at law or otherwise, to collect the expenses of costs, including attorney fees, building committee, or such member of the board of assessors. Pursuant to mortgage foreclosure, thereon, shall extinguish the lien thereon. Payments shall become due upon transfer shall release such lien assessments thereafter becoming due. Such certificate in writing, signed by a member of the board of assessors and such certificates shall be conclusive evidence that any lien created herein shall have been paid by the owner or property shown on the record or any lien intended for acceptance by the local or public use shall be exempt from taxation and lien created herein.

24. Owners of two family dwelling color changes on the original color.

25. The right of enforcement restrictions by injunction, together with removal by due process of law of said. Violation thereof is reserved to the personal representatives, their successors entitled to such relief without being required to pay damages. Owners of the right of enforcement granted to the plan commission of any successors on assignments.

26. The foregoing restrictions may be amended at any time, at any time. Such amendments shall be in writing and signed and acknowledged in the manner setting forth compliance with this paragraph, by the recorder's office, except as the same may be otherwise provided, thereunder.
21. All laundry shall be dried on a special drying apparatus in the form of a rack or umbrella which shall be placed at the rear of each lot, unless entirely within a garage permitted to be constructed by these covenants.

22. No signs of any nature, including for sale or for rent signs, or other advertisement, shall be displayed on any lot, right-of-way, or any part of the subdivision, except as approved by the Building Committee, or as used by the undersigned, and its agents, in the development of the properties and the maintenance thereof during such development.

23. All television or other antennas shall be affixed to improvements located on the respective lot involved, no freestanding antennas for any purpose shall be permitted unless approved by the Building Committee. No outdoor television antennas will be permitted if a master antenna is available for a lot.

24. Owners shall not dump any trash, waste, refuse or other objectionable matter upon any lot, easement or common area within the subdivision unless such waste is put in a covered receptacle. Owners must provide approved receptacles for garbage and trash. There shall be no burning of trash and no open fires, except fires in an approved grill or fire ring. All open fires are prohibited unless written approval is obtained from the Building Committee.

25. It shall be the responsibility of the owner of any lot or parcel of land within the plat to comply at all times with the provisions of the plat, unless as approved for this plat by the Department of the City of Greenwood and the requirements of all drainage permits for the plat issued by Greenwood. Failure to so comply, including failure to comply with the approved grading plans, and the provisions of agreements and regulations, shall result in the necessity for action by the Greenwood Board of Public Works or the Owners as may be necessary to cure such action. Failure to pay will result in a lien against the property.

26. 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 prior written consent of the Building Committee.

27. Any property owner altering, changing, damaging, or failing to maintain these drainage swales or ditches shall be held responsible for such action and be notified by certified mail to repair said damage, after which time, if no action is taken, the Board of Public Works and safety will cause said repairs to be made at the cost of the property owner and said cost will be sent to the affected property owner for immediate payment. Failure to pay will result in a lien against the property.

28. Unless a delay is caused by strikes, war, court injunction or acts of God, the exterior of any dwelling or structure built upon any lot shall be completed within one (1) year after the date of the commencement of the building permit. If the building committee may re-enter, take possession of said lot, without notice, sell the said lot, together with improvements; and after paying for expenses incurred, lien of the sale proceeds to the owner of said lot at the time of sale.

29. No campers, motor home, truck, trailer, tractor or boat may be stored on any lot in open public view.

30. Lot owner shall not permit the growth of weeds and voluntary trees and bushes, and shall keep their lot reasonably clean from unsightly growth at all times. Failure to comply shall warrant the Building Committee to cut weeds and clean lot. The expense of the lot owner, and the Building Committee shall have a lien against said real estate for the expense thereof.

31. Any gas or oil storage tanks used in connection with a lot shall be either buried, or located in a garage or house, in such a manner that they are completely concealed from public view.

32. It is expressly understood that the Building Committee may make inspections to ensure that any of these covenants or in undertaking any maintenance or other activity which is a responsibility of a lot owner, but which such lot owner has not undertaken as required hereby, any such inspection shall be assessed against those lot owners whose failure to comply with the requirements of these covenants has necessitated the action to enforce these covenants or the undertaking of the maintenance or other activity.
33. Each owner of a lot by acceptance of a deed thereto, whether or not it shall be so expressed such deed, is deemed to covenant and agree to pay assessments as the same become due in the same or in any other manner herein provided. All such assessments, together with the interest thereon and costs of collection thereof as herein provided, shall be a lien on the land and shall be a continuing lien upon the lot against which such assessment is made until paid in full. Such assessments shall also be the personal obligation of the owner of the lot and at the time when the assessment became due and payable. Any assessment not paid within thirty (30) days after the date the same became due and payable shall bear interest from the date of due at a rate not greater than twelve percent (12%) per annum. The building committee, or any member thereof, shall be entitled to institute in any court of competent jurisdiction, such procedures, at law or in equity, for foreclosure or otherwise, to collect the delinquent assessment, plus any expenses of costs, including attorney fees, incurred by the building committee or any member in collecting the same. If the building committee has provided for collection of assessments in installments, the building committee may accelerate payment and declare the entire balance of said assessment due and payable if no owner may within thirty (30) calendar days after the date of recording of said lot, or if there is an assessment for the assessments provided for herein by abandonment of his lot or otherwise the lien of assessments provided for herein by abandonment of his lot, or otherwise. The lien of assessments provided for herein by abandonment of his lot, or otherwise, shall be subordinate to the lien of any recorded first mortgage covering such lot and to any valid tax or special assessment lien on such lot in the event of any governmental taxing or assessing authority. Sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of any such assessments as to payments which remain due prior to such sale or transfer. Sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due of from the lien thereof. The building committee shall, upon demand, at any time, furnish a certificate in writing, signed by a member of the building committee, that the assessments on a lot have been paid, or that any lien remains unpaid, as the case may be. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid. Any easement granted herein shall be subject to any easement shown on the within easement granted herein or any property shown on the within plans as dedicated and intended for acceptance by the local public authority and devoted for public use shall be exempt from the assessments charge and lien created herein.

34. Owners of two family dwellings shall agree on any exterior color changes or the original color and finish scheme shall be maintained.

35. The right of enforcement of each of the foregoing restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation of, is reserved to the building committee, and to the owners of the lots in the subdivisions, their heirs and personal representatives, their successors or assigns, who are entitled to relief without being required to show any damage of any kind to the building committee, or to any other owners, the right of enforcement of the covenants is hereby also granted to the plan commission of the city of Greenwood, its successors or assigns.

36. The foregoing restrictions may be amended at any time by the owners of at least two-thirds of the lots subject to such restrictions. Each such amendment must be evidenced by a written instrument, signed and acknowledged by the owner or owners comprising two-thirds of the lots in the subdivisions, whose signatures setting forth facts sufficient to indicate compliance with this paragraph, and recorded in the Johnson County Recorder's Office. Except as the same may be amended from time to time, all covenants will be in full force and effect until March 1, 2015, at which time they will be automatically extended for successive periods of ten years, unless by vote of majority of the then owners, it is agreed that these covenants shall terminate in whole or in part.

37. Invalidation of any part of these covenants and restrictions or any part thereof by judgment or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperable.

Witness our hands and seals this 19th day of December 1998.

Robert C. Klepper
Sharon K. Klepper
Michael D. Smith

Rick W. French, President
Sentry Development, Inc. and
Johnson Land Co., Inc.
PAYABLE. ANY ASSESSMENT NOT PAID WITHIN THIRTY (30) DAYS AFTER THE DUE DATE AT A PERCENTAGE RATE NOT GREATER THAN TWELVE PER CENTUM (12%) PER ANNUM, THE BUILDING COMMITTEE, OR ANY MEMBER THEREOF, SHALL BE ENTITLED TO INSTITUTE IN ANY COURT OF COMPETENT JURISDICTION SUCH PROCEDURES, AT LAW OR IN EQUITY, BY FORECLOSURE OR EJECTMENT, TO COLLECT THE DELINQUENT ASSESSMENT PLUS ANY EXPENSES OF COSTS, INCLUDING ATTORNEY FEES, INCURRED BY THE BUILDING COMMITTEE, OR SUCH MEMBER, IN COLLECTING THE SAME. IF THE BUILDING COMMITTEE HAS PROVIDED FOR COLLECTION OF ANY ASSESSMENTS IN INSTALLMENTS, THE BUILDING COMMITTEE MAY ACCELERATE PAYMENT AND DECLARE THE ENTIRE BALANCE OF SAID ASSESSMENT DUE AND PAYABLE IN FULL, NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENTS PROVIDED FOR HEREIN BY ABANDONMENT OF HIS LOT OR OTHERWISE THE LIEN OF ASSESSMENTS PROVIDED FOR HEREIN BY ABANDONMENT OF HIS LOT OR OTHERWISE THE LIEN OF ASSESSMENTS PROVIDED FOR HEREIN SHALL BE SUBORDINATE TO THE LIEN OF ANY RECORDERED FIRST MORTGAGE COVERING SUCH LOT AND TO ANY VALID OR SPECIAL ASSESSMENT LIEN ON SUCH LOT IN FACTOR OF ANY GOVERNMENTAL TAXING OR ASSESSING AUTHORITY. SALE OR TRANSFER OF PURSUANT TO MORTGAGE FORECLOSURE, OR ANY PROCEEDING IN LIEU THEREOF, SHALL EXTINGUISH THE LIEN OF SUCH ASSESSMENTS AS TO PAYMENTS WHICH BECOME DUE PRIOR TO SUCH SALE OR TRANSFER. NO SALE OR TRANSFER SHALL RELIEVE SUCH LOT FROM LIABILITY FOR ANY ASSESSMENTS THEREAFTER BECOMING DUE OF FROM THE LOTS THEREOF. THE BUILDING COMMITTEE SHALL, UPON DEMAND, AT ANY TIME, FURNISH A CERTIFICATE IN WRITING, SIGNED BY A MEMBER OF THE OF THE BUILDING COMMITTEE, THAT THE ASSESSMENTS ON A LOT HAVE BEEN PAID, OR THAT CERTAIN ASSESSMENTS REMAIN UNPAID, AS THE CASE MAY BE. SUCH CERTIFICATES SHALL BE CONCLUSIVE EVIDENCE OF PAYMENT OF ASSESSMENTS THEREIN STATED TO HAVE BEEN PAID. ANY EASEMENT GRANTED HEREIN OR ANY PROPERTY SHOWN ON THE WITHIN EASEMENT GRANTED HEREIN OR ANY PROPERTY SHOWN ON THE WITHIN PLANS AS DEDICATED AND INTENDED FOR ACCEPTANCE BY THE LOCAL PUBLIC AUTHORITY AND DEVOTED FOR PUBLIC USE, SHALL BE EXEMPT FROM THE ASSESSMENTS, CHARGE AND LIEN CREATED HEREIN.

34. OWNERS OF TWO FAMILY DWELLINGS SHALL AGREE ON ANY EXTERIOR COLOR CHANGES OR THE ORIGINAL COLOR AND FINISH SCHEME SHALL BE MAINTAINED.

35. THE RIGHT OF ENFORCEMENT OF EACH OF THE FOREGOING RESTRICTIONS BY INJUNCTION, TOGETHER WITH THE RIGHT TO CAUSE THE REMOVAL BY DUE PROCESS OF LAW OF STRUCTURES ERECTED OR MAINTAINED IN VIOLATION THEREOF, IS RESERVED TO THE BUILDING COMMITTEE, AND THE OWNERS OF THE LOTS IN THE SUBDIVISIONS, THEIR HEIRS AND PERSONAL REPRESENTATIVES, THEIR SUCCESSORS OR ASSIGNS, WHO ARE ENTITLED TO RELIEF WITHOUT BEING REQUIRED TO SUFFER ANY DAMAGE OF ANY KIND TO THE BUILDING COMMITTEE, OR TO ANY OTHER OWNER OR OWNERS. THE RIGHT OF ENFORCEMENT OF THE COVENANTS IS HEREBY ALSO GRANTED TO THE PLAN COMMISSION OF THE CITY OF GREENWOOD, ITS SUCCESSORS OR ASSIGNS.

36. THE FOREGOING RESTRICTIONS MAY BE AMENDED AT ANY TIME BY THE OWNERS OF AT LEAST TWO-THIRDS OF THE LOTS SUBJECT TO SUCH RESTRICTIONS. EACH SUCH AMENDMENT MUST BE EVIDENCED BY A WRITTEN INSTRUMENT SIGNED AND ACCOMPANYING THE OWNER OR OWNERS CONCURRING THEREIN, SETTING FORTH FACTS SUITABLE TO INDICA COMPLIANCE WITH THIS PARAGRAPH, AND RECORDED IN THE JOHNSON COUNTY RECORDER'S OFFICE EXCEPT AS THE SAME MAY BE AMENDED FROM TIME TO TIME. THE FOREGOING COVENANTS WILL BE IN FULL FORCE AND EFFECT UNTIL MARCH 1, 2015, AT WHICH TIME THEY WILL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS, UNLESS BY VOTE OF MAJORITY OF THE THEN OWNERS, IT IS AGREED THAT THESE COVENANTS SHALL TERMINATE IN WHOLE OR IN PART.

37. INVALIDATION OF ANY PART OF THESE COVENANTS AND RESTRICTIONS OR ANY PART THEREOF BY JUDGMENT OR COURT ORDER SHALL NOT AFFECT OR RENDER THE REMAINDER OF SAID COVENANTS AND RESTRICTIONS INVALID OR INOPERATIVE.

WITNESS OUR HANDS AND SEALS THIS 19TH DAY OF DECEMBER
1996.

[Signatures]

ROBERT C. KLEPP
SHARON K. KLEPP
MICHAEL D. SMITH
ROBERT C. KLEPP, PRESIDENT
SHERON DEVELOPMENT, INC. AND
SHERON HOMES, INC.

STATE OF INDIANA )
COUNTY OF JOHNSON } SS:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR JOHNSON COUNTY, INDIANA, PERSONALLY APPEARED RICK W. FRENCH, PRESIDENT OF SHERON DEVELOPMENT, INC. AND SHERON HOMES, INC.; MICHAEL D. SMITH, ROBERT C. KLEPP AND SHARON K. KLEPP AND EACH ACKNOWLEDGED EXECUTION OF THE FOREGOING INSTRUMENT AS THERE VOLUNTARY ACT
US, FOR THE PURPOSE EXPRESSED HEREIN.

WITNESS MY HAND AND SEAL THIS DAY OF DECEMBER 1996.

LINDA K. FOX

RESIDING IN }
COUNTY

MY COMMISSION EXPIRES 3-12-97.