

*Graden Walk*

The undersigned, WALLACE E. JOHNSON ENTERPRISES, INC., a Tennessee corporation, authorized to do business in the State of Indiana, by Roland Maddox, its Executive Vice President, and L. V. Sharp, its Vice President, being the owner of the above described realty, does hereby lay off, plat and subdivide the same into lots, common properties, walkways, and other facilities for the beneficial use and enjoyment thereof:

1. Lots designated upon the plat as lots numbered 1 through 104, inclusive, are hereby reserved for single family, residential use and shall have erected thereon living units containing not less than 983 square feet of ground floor area in the case of a one-story structure, or 532 square feet of ground floor area in the case of a higher than one-story structure, exclusive of carports, open porches and patios.
2. Said property is hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said Property shall be of new construction and no buildings or structures shall be moved from other locations onto said Property and no subsequent buildings or structures other than townhouse apartment buildings, being single family townhouse joined together by a common exterior roof and foundation, shall be constructed. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of said Property at any time as a residence either temporarily or permanently.
3. Each lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.
4. Air rights easements for wall irregularities and extension roofs, eaves, overhangs, fixtures and overlaps which are a part of the initial architectural design and construction of buildings upon the lots in this addition, are hereby reserved, however, any utilization of such air right easement, following transfer of title to a single lot, shall be undertaken upon approval of the Architectural Committee as hereinafter more particularly set forth in paragraph 10 below.
5. Utility easements for installation and maintenance of utilities, including storm and sanitary sewers and drainage, gas, water, telephone, and power lines, are reserved in areas designated Common Property as shown on the recorded plat and additional reservations may be made by separate recorded instrument. Electric and telephone utilities shall have the right to install and to maintain meters, connection boxes and related equipment for all dwelling units with a single structure at one or more common locations designated by the developer on the exterior of such structure and shall have the right to enter upon the lot which the same may be located to repair, remove, replace service and read the same for so long as such utility service shall be made available to such structure or to any replacement thereof.

RECORDED WITH 2316

DAY OF DECEMBER 1971

WARRICK COUNTY

*John D. Johnson*  
JOHN D. JOHNSON

**FILED**

DEC 23 1971

*Edward H. Johnson*  
Edward H. Johnson

WARRICK COUNTY CLERK

6. No advertising signs (except one of not more than five square feet "for rent" or "for sale" sign per parcel), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on said property, nor shall said property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Townhouse or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply to the business activities, signs, and billboards or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns during the construction and sale period and of Garden Walk Townhomes Owners' Association, Inc., a not-for-profit corporation incorporated or to be incorporated under the laws of the State of Indiana, its successors, and assigns, in furtherance of its powers and purposes as hereinafter set forth.

7. All clotheslines, equipments, garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring townhouses and streets. All rubbish trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. All clotheslines shall be confined to patio areas.

8. Except in the individual patio areas appurtenant to a Townhouse, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated representatives. Except for the right of ingress and egress, the Owners of Lots are hereby prohibited and restricted from using any of said Property outside the exterior building lines, patio and carport areas, except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of Lots in Garden Walk Townhomes Owners' Association, Inc., and is necessary for the protection of said Owners.

9. Each wall which is built as a part of the original construction of the homes upon the Properties and connects two dwelling units shall constitute a party wall and to the extent not inconsistent with the provisions of these Restrictions, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

10. Exterior alterations, additions or changes to any building situated upon the lots shown, or changes in fences, hedges, walls, structures and paved areas, shall be commenced, erected, or maintained only upon submission of plans and specifications to be approved in writing, as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee comprised of the Board of Directors of Garden Walk Townhomes Owners' Association, Inc., or by three (3) or more representatives appointed by the Board, all as more particularly set forth in said Declaration of Covenants and Restrictions.

11. Parking, private drives and walkway easements, as shown on the plat or in the case of walkways as indicated in Common Properties, are reserved for the common use and enjoyment of the owners of lots in this addition, their families and invitees. Said parking areas shall not be used for parking of trucks or other commercial vehicles, except temporarily or incidentally, for the making of pick-ups and deliveries to neighboring lots and shall not be used for storage of disabled vehicles. No velocipedes, bicycles, toys or other private property shall be allowed to obstruct any sidewalk within said parking private drives and walkway easements, or within any common property area, nor shall same be stored in open alongside building walls or other locations of public view.

12. Common properties as shown on the plat including the Community Building are reserved for the common use and enjoyment of the owners of lots in this addition, their families and invitees, subject to rules and regulations governing such use and enjoyment as may be adopted by Garden Walk Townhomes Owners' Association, Inc., its successors or assigns. All land depicted upon the plat which is not a numbered lot or otherwise specifically designated, is hereby declared a designated common property, but shall not be dedicated to public use.

13. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants or covenants contained in said Declaration of Covenants and Restrictions; and failure by Garden Walk Townhomes Owners' Association, Inc., and the Metropolitan Development Commission, its successors or assigns, or any owner to enforce any of said covenants or restrictions shall be deemed a breach of the Declaration of Covenants and Restrictions.

of lots in this addition, their families and invitees, subject to rules and regulations governing such use and enjoyment as may be adopted by Garden Walk Townhomes Owners' Association, Inc., its successors or assigns. All land depicted upon the plat which is not a numbered lot or otherwise specifically designated, is hereby declared a designated common property, but shall not be dedicated to public use.

13. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants or covenants contained in said Declaration of Covenants and Restrictions; and failure by Garden Walk Townhomes Owners' Association, Inc., and the Metropolitan Development Commission, its successors or assigns, or any owner to enforce any of said covenants or restrictions shall be no event be deemed a waiver of the right to do so thereafter.

14. Severability invalidation of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any other provisions which shall remain in full force and effect.

15. All provisions of a plat which are in violation of any law, statute, regulation, ordinance, or order of any governmental agency, shall be null and void. The provisions of this Declaration of Covenants and Restrictions shall be null and void to the extent that they conflict with any such law, statute, regulation, ordinance, or order. The provisions of this Declaration of Covenants and Restrictions shall be null and void to the extent that they conflict with any such law, statute, regulation, ordinance, or order. The provisions of this Declaration of Covenants and Restrictions shall be null and void to the extent that they conflict with any such law, statute, regulation, ordinance, or order.

16. These covenants and restrictions shall be enforceable by any person or persons who are the owners of any lot in this addition, and shall be enforceable by the successors or assigns of the owners of any lot in this addition. The provisions of this Declaration of Covenants and Restrictions shall be enforceable by any person or persons who are the owners of any lot in this addition, and shall be enforceable by the successors or assigns of the owners of any lot in this addition. The provisions of this Declaration of Covenants and Restrictions shall be enforceable by any person or persons who are the owners of any lot in this addition, and shall be enforceable by the successors or assigns of the owners of any lot in this addition.

STATE OF TENNESSEE)  
SS  
COUNTY OF SHELBY)

Before me a Notary Public in and said County and State personally appeared WALLACE E. JOHNSON ENTERPRISES, INC., by Roland Maddox, Executive Vice President and L. V. Sharp, Vice President owners and acknowledged the executions of the above foregoing instrument, as its voluntary act and deed.

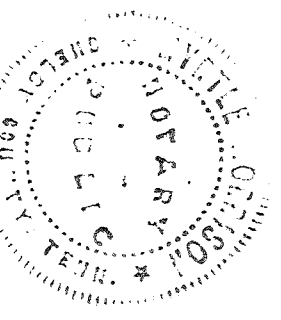
Witness my Signature and notarial seal 11/24  
day of November, 1971.  
My Commission Expires April 22, 1972

Arnold Hawkins  
Notary Public

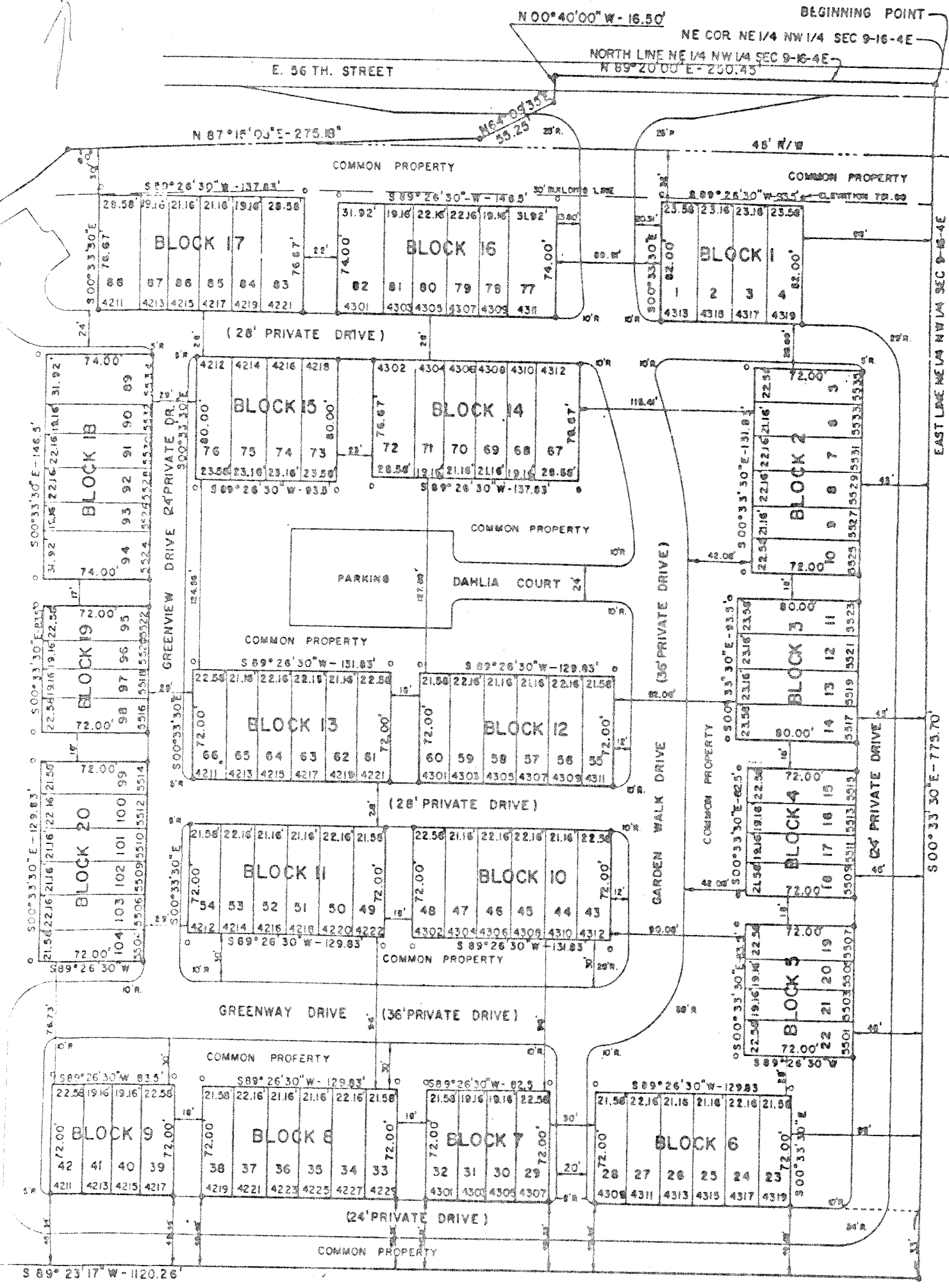
WALLACE E. JOHNSON ENTERPRISES, INC.

By Roland Maddox  
Roland Maddox  
Executive Vice President

By L. V. Sharp  
L. V. Sharp  
Vice President



71-71251



5. No advertising signs (except one of not more than five square feet "For Lease" or "For Sale" sign)