1. All driveways shall be paved concrete or asphalt and no less than sixteen (16) feet in width, and that minimum width shall be maintained from the garage door to the street.

5. 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. In any event, no building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 40 feet to any side street line. No building shall be located nearer than 12 feet to an interior lot line, with the side yard for both sides being that shown not less than 27 feet. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building or lot to extend upon another lot.

6. No structure of a temporary character, trailer, tool, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, nor shall a partially completed dwelling be permitted.

7. Obstructions, fill, drives or fences which impede or alter the flow of drainage shall not be placed in, or be permitted to remain in, any drainage easement. These areas shall be preserved and maintained as permanent drainage easements, as shown on the general development plan, on file with the Bargersville Plan Commission.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, but no sign of more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on any lot, nor shall oil wells, tanks, sumps, or mineral excavations, or shafts be permitted on 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.

10. No unlighted, noisy or offensive activity shall be permitted or carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Trailer, tent, and similar equipment shall not be kept or stored in the building line. Lots and yards shall be kept mowed regardless of whether a home has been constructed on the lot. Owners of lots from which houses shall be held responsible for trash, weeds and general conditions of the lots. Antennas or satellite dishes over twenty inches in size, musts or towers of any kind will not be permitted on any lot unless first approved by the Architectural Control Committee.

11. At no time shall any uncaged, inoperative automobile or truck be stored or permitted on any lot outside of the garage.

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

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 assignees shall comply with the Indiana Drainage Code of 1965, and all amendments thereof and further additions and modifications of natural waterways through a lot shall be maintained by the Owner thereof.

14. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the property line and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines. No fence or wall shall be placed on a property line or in front of any residence between the front building setback line and the street right-of-way line.

15. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other common household pets may be kept provided that they are not bred, kept or maintained for any commercial purpose. Household pets does not include pot-belled or midget pigs or hogs, exotic animals, and/or other animals that would normally be considered as livestock or zoo animals. Dogs shall not be allowed to roam free and shall be restrained on the owners lot or leash.

16. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

17. All utilities placed within this subdivision, whether private, public, or individual shall be installed underground.

18. The area indicated on the previously platted section two of this development as "Entrance Sign and Common Landscape Area," will be dedicated to the Town of Bargersville for mail boxes, upkeep, repair or removal of the sign (in the Town's discretion), upon the sale by the developer of the last lot in this section and future sections of Parkview Estates. All maintenance, upkeep, repair or removal of the entrance sign shall be the responsibility of the Town of Bargersville.
minutes 06 seconds West 81.01 feet to the northeast corner of Lat $25 of said
Parkview Estates Section Two; the following two calls are on and along North,ny,
Eastery and Southerly lines of said Parkview Estates Section Two: (1) thence
North 89 degrees 00 minutes 01 seconds West 90.00 feet; (2) thence North 00
degrees 30 minutes 03 seconds East 144.29 feet; (3) thence South 89 degrees
29 minutes 52 seconds East 56.16 feet, to the point of curvature of a tangent
curve to the right having a radius of 225.00 feet; (4) thence Eastery along said
curve 8.42 feet, on an arc distance, and being subtended by a chord bearing South
88 degrees 37 minutes 13 seconds East a chord distance of 8.42 feet; (5) thence North 00
degrees 30 minutes 03 seconds East 203.32 feet; (6) thence South 73 degrees 25 minutes 13 seconds East 61.34 feet; (7) thence North 00 degrees 00 minutes 15 seconds East 233.98 feet; (8) thence North 00 degrees 27 minutes 18 seconds East 117.02 feet; (9) thence North 88 degrees 53
degrees 29 seconds East 55.78 feet; (10) thence South 89 degrees 55 minutes 19 seconds East 204.21 feet to the PLACE OF BEGINNING of this described tract,
containing 6.01 acres, more or less, subject to all legal rights-of-way,
 easements and restrictions.

hereby subdivides said real estate into lots and street in accordance with this
plat. Said subdivision is to be known as PARKVIEW ESTATES, SECTION THREE, a
subdivision in Bargersville, Johnson County, Indiana, consisting of 18 lots,
named 9-23 inclusive, with streets as shown on said plat.
The size of lots and the widths of the streets are shown in figures
showing feet and decimal parts thereof. All streets as shown on the plat and
hereafter not dedicated, are hereby dedicated to public use.

There are strips of ground marked "Utility and Drainage Easement" shown on said
plat on which are hereby reserved for Public Utilities, not including
transportation companies, for the installation and maintenance of poles, mains,
sewers, drains, ducts, lines and wires. Purchasers of lots in this Subdivision
shall be held to be in the easements hereby created and subject to all
the rights of proper authorities to service the utility and
the easements hereby created, and no permanent structure of any kind, and no part
thereof, shall be built, erected or maintained on said "Utility and Drainage
Easement."

The lots in the Subdivision and the use of the lots in this Subdivision by
present and the 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 or permitted on any lot other than the
single-family dwelling, not to exceed two (2) stories in height, an attached
garage for not less than two (2) cars and a storage building not to exceed one
story in height and 180 square feet of floor area. Any storage building shall
be located to the rear of the rear line of the dwelling structure. Said storage
building shall conform to the design and exterior materials of the dwelling.
Attached garages are not permitted on any lot. An attached garage for at least
two (2) cars is mandatory.

2. No building shall be erected, placed or altered on any lot until the
builder's construction plan, specifications and plot plan have been approved by
the Developers or their appointed or designated representative, as to the
acceptability and quality of workmanship and materials, harmony of external
design with existing structures, and as to locations with respect to topography
and finish grade elevation.

3. 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 1200 square feet for a one-story dwelling and not less than 900
square feet for a dwelling of more than one story, which shall have a total
living area in both floors of not less than 1400 square feet. The interior of
each house shall be in a finished, livable condition prior to issuance of an
Occupancy Permit. All dwellings and attached garages shall have only masonry
footings and foundations. No wood foundations shall be permitted. No present
support materials of masonry type or vertical aluminum siding shall be used on
exteriors or construction of any dwelling. The roofs of all one-story dwellings
and garages, including porches and dormers, shall have a pitch of or greater than six
(6) inches to twelve (12) inches of horizontal measurement. The roof
covering for all dwellings constructed in this subdivision shall be a minimum of two
(2) inches in width. The vertical exterior facing of the front of all
dwellings placed on lots in this subdivision shall be brick or for that portion of said
front wall, extending from the grade line up (8 ft.) to the soffit line.

MAJOR ENGINEERING & LAND SURVEYING
- ENGINEERING - SURVEYING - LAND PLANNING

455 East Main Street, Suite C, Greenwood, Indiana 46143
PHONE (317) 888-4498 FAX (317) 888-4497

FROM-JOHNSON CO LAND TITLE (FRANKLIN) T-822 P.02/65 F-203
EW ESTATES

21. These restrictions and Covenants are enforceable at law and equity by any person or governmental entity with a substantial interest in any real estate located within the Subdivision. By any "Governmental Entity" means, but is not limited to, the Town of Bargersville, the County of Johnson, the State of Indiana, and all other governmental units charged with the enforcement of police powers. If the Town of Bargersville or the Developer bring any action to enforce these restrictions and Covenants and it or they prevail or are successful in such action in whole or in part, then in addition to any other relief to which they may be entitled, it or they shall have and recover its costs and reasonable attorney's fees from the adverse party or parties.

STOUT DEVELOPING GROUP, INC.

Albert D. Stout

State of Indiana

County of Johnson

Before me, a Notary Public in and for said County and State, personally appeared Albert D. Stout, the President, respectively, of Stout Developing Group, Inc. (Corporation), who acknowledged the execution of the foregoing Covenants and Restrictions for and on behalf of the Corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness, my hand and Notarial Seal this 19 day of December 2000.

[Signature]

[Seal]

Mary A. Burton
Notary Public

Resident of Johnson County

State of Indiana

County of Johnson

Approved by the Town Council of Bargersville, Indiana, this 12 day of December 2000.

Russell Skaggs
President

Brenda Witt
Vice-President

Laura Lowe

Charlotte Sigworth

Bonnie Kerkhof

Approved by the Town of Bargersville Plan Commission at a meeting held, November 20th, 2000.
15. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other common household pets may be kept provided that they are not bred, kept or maintained for any commercial purpose. Household pets does not include pot-bellied or midget pigs or nags, exotic animals, one or other animals that would normally be considered as livestock or zoo animals. Dogs shall not be allowed to roam free and shall be restrained on the owners lot or leash.

16. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

17. All utilities placed within this subdivision, whether private, public, or individual shall be installed underground.

18. The area indicated, on the previously plotted section two of this development, as "Entrance Sign and Common Landscape Area", will be dedicated to the Town of Bargerville for maintenance, upkeep, repair or removal of the sign (in the Town's discretion), upon the sale by the developer of the last lot in this section and future sections of Parkview Estates. All maintenance, upkeep and repair prior to the dedication will be the responsibility of the developer. At all times prior to dedication this Entrance Sign and the Common Landscape Area shall be kept in a visually pleasing manner.

19. Violation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

20. These restrictions are hereby declared to be Covenants running with the land and shall be binding on all parties and all persons claiming under them from the date these Covenants are recorded. At any time following recordation, an instrument signed by the Owners of a majority of the lots desiring to change any Covenant or Restriction in whole or in part must be presented to the Town of Bargerville for approval and acceptance of the change, and no change in any Covenant shall be effective unless first approved by the Town Council of the Town of Bargerville.