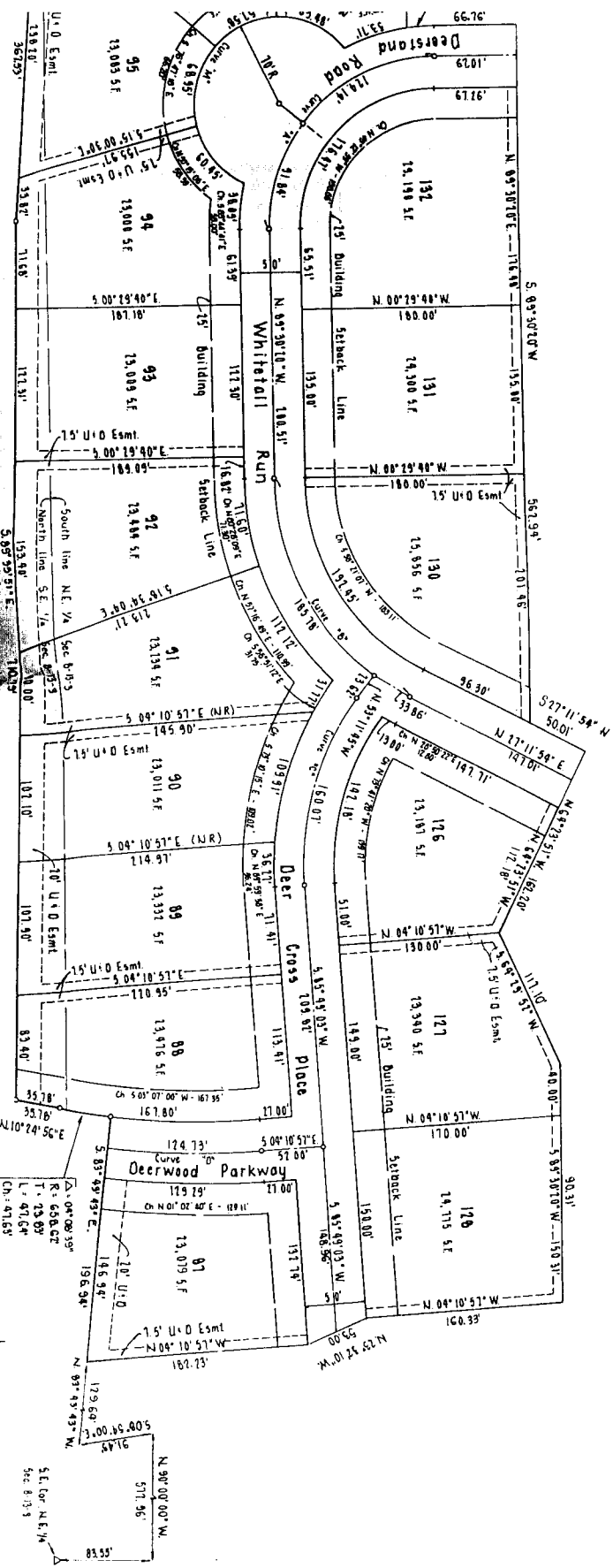


CDP 297 part I

DEERWOOD - FOURTH SECTION
 WHITERIVER TOWNSHIP, JOHNSON CO., INDIANA



AREA	ACRES	SQUARE FEET
132.75	3.04	132,750
133.00	3.05	133,000
133.25	3.06	133,250
133.50	3.07	133,500
133.75	3.08	133,750
134.00	3.09	134,000
134.25	3.10	134,250
134.50	3.11	134,500
134.75	3.12	134,750
135.00	3.13	135,000
135.25	3.14	135,250
135.50	3.15	135,500
135.75	3.16	135,750
136.00	3.17	136,000
136.25	3.18	136,250
136.50	3.19	136,500
136.75	3.20	136,750
137.00	3.21	137,000
137.25	3.22	137,250
137.50	3.23	137,500
137.75	3.24	137,750
138.00	3.25	138,000
138.25	3.26	138,250
138.50	3.27	138,500
138.75	3.28	138,750
139.00	3.29	139,000
139.25	3.30	139,250
139.50	3.31	139,500
139.75	3.32	139,750
140.00	3.33	140,000

1. The undersigned do hereby certify that the attached plat is a true and correct representation of the actual conditions existing on the ground as shown by the survey of the premises described in the foregoing and that the same is a true and correct copy of the original as the same is now particularly described in the following:

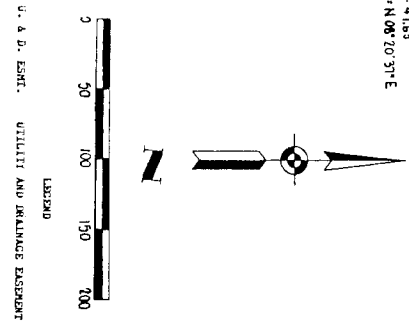
Containing 16 lots of the northwest quarter of the said section 31, town north 20 range 10, east 4 range 10, section 31, township 13 north, range 10 east of the 6th range of the meridian, Johnson County, Indiana.

The plat is shown north of the northwest quarter of the said section 31, town north 20 range 10, east 4 range 10, section 31, township 13 north, range 10 east of the 6th range of the meridian, Johnson County, Indiana.

The plat is shown north of the northwest quarter of the said section 31, town north 20 range 10, east 4 range 10, section 31, township 13 north, range 10 east of the 6th range of the meridian, Johnson County, Indiana.

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U. & D. ESMT. UTILITY AND BALANCE EASEMENT

SCALE: 1" = 2000'

DC C / slide 297 part II

DEERWOOD - FOURTH SE

RESTRICTIVE COVENANTS

The undersigned, DANIEL R. NICHOLS AND ASSOCIATES, by its duly authorized representative, Daniel R. Nichols, Partner, owner of the attached described real estate, hereby lay off, plat and subdivide said real estate described in the attached, in accordance with the plat and certificate.

This subdivision shall be known and designated as "Deerwood, First Section".

The streets, if not heretofore dedicated, are hereby dedicated to public use.

There are strips of ground marked "Utility and Drainage Strips" shown on the plat 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 take their titles subject to the easements hereby created and subject at all times to the rights of proper authorities to service the utilities and the easements hereby created, and no permanent structure of any kind, and no part thereof, except fences, shall be built, erected or maintained on said "Utility and Drainage Strips".

There are strips of ground marked "Drainage Easement" which are hereby reserved for the installation and maintenance of drainage improvements. Purchasers of lots in this subdivision shall take their title subject to the easement hereby created, and subject at all times to the proper authorities and the easement hereby created and no permanent structure of any kind shall be built, erected or maintained on said "Drainage Easement".

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 an optional private garage for not more than three (3) cars. Carports with open sides shall not be permitted.
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 1500 square feet for a one story dwelling, nor less than 900 square feet for a dwelling of more than one story; two-story dwellings shall contain at least 900 square feet on each floor.
3. 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 10 feet to a side yard line, and the total side yard set-back (both sides) must be at least 25 feet. No building shall be erected closer than 20 feet to the rear lot line. Unless otherwise approved by the Architectural Control Committee, as to use, location and harmonious design, No garage or storage building may be constructed separate and apart from the main dwelling.
4. Certain additional rights and restrictions of use are placed on each lot or common area within the attached plat. These restrictions are embodied in a document forming a Not-for-profit homeowners association, entitled "Declaration of Covenants & Restrictions." This association is formed for the purpose of: 1) maintaining street lighting; 2) maintaining community park and other common areas; 3) maintaining entryways and parkways; and 4) maintaining landscaping. Recorded as Instrument Number 3736 in Book 36 Page 23 on May 11, 1988 in the Office of the Recorder of Johnson County, Indiana.
5. No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall or mail box and post shall be erected, placed, or altered on any lot unless approved by the Architectural Control Committee. Approval shall be provided in Part 7.
6. The Architectural Control Committee is composed of three 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 members 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 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 powers and duties.
7. The Architectural Control Committee 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 within ten (10) days after plans and specifications 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. With written approval of the Architectural Control Committee, and wherein the opinion of said Committee, the location will not detract materially from the appearance and value of other properties, a dwelling may be located nearer to a street than above provided, but not nearer than 25 feet to any street line.
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.

not to exceed two stories in height and an optional porch for
(3) cars. Carports with open sides shall not be permitted.

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 1500 square feet for a one story dwelling, nor less than 900 square feet for a dwelling of more than one story; two-story dwellings shall contain at least 900 square feet on each floor.

3. 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 10 feet to a side yard line, and the total side yard set-back (both sides) must be at least 25 feet. No building shall be erected closer than 20 feet to the rear lot line. Unless otherwise approved by the Architectural Control Committee, as to use, location and harmonious design, No garage or storage building may be constructed separate and apart from the main dwelling.

4. Certain additional rights and restrictions of use are placed on each lot or common area within the attached plat. These restrictions are embodied in a document forming a Not-for-profit homeowners association, entitled "Declaration of Covenants & Restrictions." This association is formed for the purpose of: 1) maintaining street lighting; 2) maintaining community park and other common areas; 3) maintaining entryways and parkways; and 4) maintaining landscaping. Recorded as Instrument Number 3736 in Book 36 Page 43 on May 11, 1988 in the Office of the Recorder of Johnson County, Indiana.

5. No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall or mail box and post shall be erected, placed, or altered on any lot unless approved by the Architectural Control Committee. Approval shall be provided in Part 7.

6. The Architectural Control Committee is composed of three 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 members 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 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 powers and duties.

7. The Architectural Control Committee 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 within ten (10) days after plans and specifications 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. With written approval of the Architectural Control Committee, and wherein the opinion of said Committee, the location will not detract materially from the appearance and value of other properties, a dwelling may be located nearer to a street than above provided, but not nearer than 25 feet to any street line.

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, basement, tent, shack, garage, barn or other out-building shall be 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. All dwellings shall contain a garbage disposal unit. Outside trash burners will not be permitted.

11. No sign of any kind shall be displayed to the public view on any lot, except signs used by a builder to advertise the property during the construction and sales period. Signs advertising property for sale or rent are specifically prohibited. Violation of this sign restriction will result in \$50.00 per day liquidated damages.

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, 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 sight 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, from 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. No driveway shall be located within 40 feet of the intersection of two street lines.

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10de 29

FOURTH SECTION

COVENANTS

NICHOLS AND ASSOCIATES, by [redacted] owner of the attached [redacted] real estate described in the [redacted]

own and designated as "Deerwood [redacted]".
re dedicated, are hereby dedicated [redacted] public use.

arked "Utility and Drainage Str[redacted] on the
utilities, not including trans[redacted] companies,
oles, mains, sewers, drains, ducts, and wires.
ll take their titles subject to [redacted]
the rights of proper authorities [redacted] service
ated, and no permanent structure [redacted] kind,
be built, erected or maintained [redacted]

arked "Drainage Easement" which [redacted] reserved
ainage improvements. Purchaser [redacted] lots in this
to the easement hereby created [redacted] subject at
e easement hereby created and no [redacted] permanent
ted or maintained on said "Drainage Easement".

by present and future owners or occupants shall be
restrictions, which shall run with the land.

idential purposes and no building shall be
ther than one detached single family dwelling
optional private garage for not more than three
not be permitted.

lot unless the ground floor area of the
en porches and garages, shall be not less than
nor less than 900 square feet for a dwelling of
shall contain at least 900 square feet on each floor.

lot nearer to the front lot line or nearer the
set-back lines as shown on the recorded plat.
10 feet to a side yard line, and the total side
at 25 feet. No building shall be erected closer
otherwise approved by the Architectural Control
ous design. No garage or storage building may
main dwelling.

ctions of use are placed on each lot or common
restrictions are embodied in a document forming a
titled "Declaration of Covenants & Restrictions."
e of: 1) maintaining street lighting; 2) main-
teas; 3) maintaining entryways and parkways; and
Instrument Number 3736 in Book 86
of the Recorder of Johnson County, Indiana.

or altered on any lot until the construction
the location of the structure have been approved
to quality of workmanship and materials, harmony
as, and as to location with respect to topography
wall or mail box and post shall be erected,
oved by the Architectural Control Committee.

is composed of three members, appointed by the
y designate a representative to act for it. In
member of the Committee, the remaining members
uccessor. Neither the members of the Committee
e entitled to any compensation for services per-
time, the then recorded owners of 90 percent of
ly recorded written instrument to change the
from the Committee or restore to it any of

approval or disapproval as required in these
ent the Committee or its designated repre-
within ten (10) days after plans and specifications
at, if no suit to enjoin the construction has com-
approval will not be required and the related
lly complied with.

16. Each lot shall be kept in a neat and pleasing manner. Campers, re-
creational vehicles or boats or any kind may not be stored or parked on any
lot outside the main dwelling or garage. All basketball backboards 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 disposal system shall be
permitted on any lot without prior written approval by Johnson County and will
be located and constructed in accordance with requirements, standards, and
recommendations of the Indiana State Board of Health.

18. Any field tile or underground drain which is encountered in construction
of any improvements 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.

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. The finished yard elevations at the house site on lots in this sub-
division shall be not lower than the elevations shown on the general
development plan.

21. Drainage swales (ditches) or drainage retention areas 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
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 County Drainage Board. Any property owner altering, changing, or
damaging 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 re-
pairs will be sent to the affected property owner for immediate payment.

22. All costs and fees of litigation resulting from violations of these
covenants shall be the financial responsibility of the lot owner or owners
found to be in violation.

23. 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
for a period of twenty-five (25) years from the date these covenants are re-
corded, after which time said covenants shall be automatically extended for
successive periods of ten years, unless at any time after 15 years following
the date of recordation, an instrument signed by a majority of the then owners
of the lots has been recorded agreeing to change said covenants in whole
or in part.

24. 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.

WITNESS MY HAND AND SEAL THIS 21ST DAY OF SEPT., 1987

Daniel R. Nichols, Partner
DANIEL R. NICHOLS, Partner

STATE OF INDIANA)
COUNTY OF JOHNSON) SS:

Before me, the undersigned, a notary public in and for said county and
state personally appeared Daniel R. Nichols, General Partner, and
acknowledged the execution of the foregoing as his voluntary act and deed.

WITNESS my hand and notarial seal this 21ST day of SEPTEMBER, 1987
MY COMMISSION EXPIRES 5-5-89. Sherry L. Williams
Residing in Johnson County SHERRY L. WILLIAMS

Under authority provided by Chapter 174, Acts of 1947, enacted by the