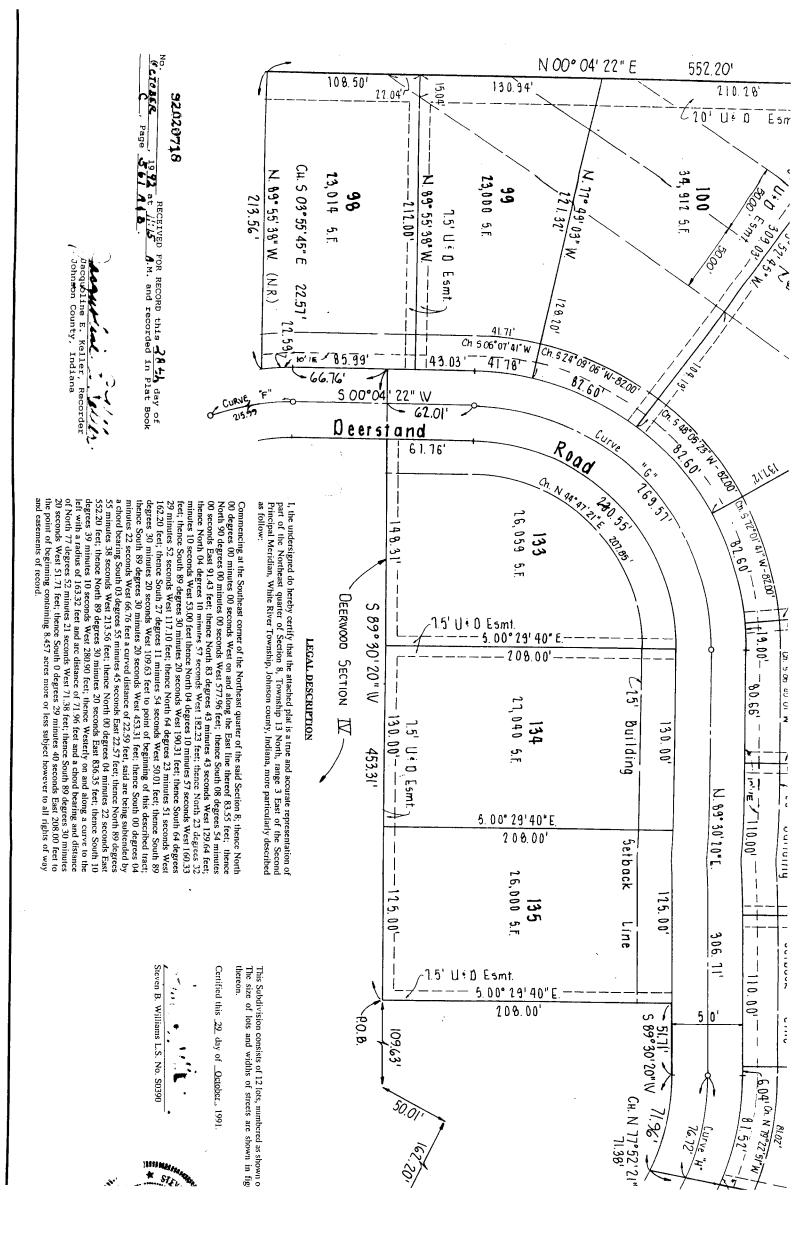


(317) 736-7168 — (317) 738-4549

151 W. Jefferson Street Franklin, Indiana 46131



DEERWOOD - SECTION S

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, Section Seven"

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 casements 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 "Drainege Easement" which are hereby reserved for the installation and maintenance of drainege improvements. Purchasers of lots in this subdivision shall take their title subject to the easement hereby created, and subject at all these 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 beight and an optional private garage for not more than three (3) cars. Careouts with open sides shall not be paralleted.
- _2. No dralling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one stor, open perches and garages, shall be not less than 1500 square feet for a one story dralling, 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 12' feet to a side yard line, and the total side yard set-back (both sides) much be at least 30'feet. No building shall be creeted closer than 20 feet to the rear lot line. Unless otherwise approved by the Architectural Control Complete, as to use, location and horizonless 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 closified in a detected forming a Not-for-profit homeowners association, entitled "beclaration of Covenants & Restrictions." This association is formed for the purpose of: 1) minimizing street Highering; 2) maintaining community pirk and other common area; 3) maintaining entryphyses and parkways; and 4) maintaining landscaping. Recorded as Instrument Nuclear 3737 in Book Page from Mithelian 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 shading the location of the structure have been approved by the Architectural Control Committee as to quality of worksanship 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 Complice is completed of three members, appointed by the developer. An ignity 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 conjunction for services performed pursuant to this coverant. At any time, the then recorded owners of 90 percent of the lots shall have the point 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 Architectur I Control Condition approval on disciprosal as required in these coverants shall be in writing. In the fical til Condition or its designated representative fails to approve or disapprove within ten (10) days after plans and specifications have been submitted to it, or in an, event, if no suit to enjoin the construction has communed prior to the condition thereof, approved will not be required and the related cavenants shall be decord to have been fully conglid with.
- _9. With written approved 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 proporties, a duciling 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

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 penalticed on any lot unless the ground floor area of the main structure, exclusive of one story open perchas 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 12 feet to a side yard line, and the total side yard set-back (both sides) must be at least 30 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 hormonious design. No garage or storage building may be constructed separate and apart from the mein dwelling.
- 4. Certain additional rights and restrictions of use are placed on each lot or common area within the attached plat. These restrictions are endedted in a docested forming a Not-for-profit homeomers association, entitled "Declaration of Covenants & Restrictions." This association is formed for the purpose of: 1) maintaining street lighting; 2) maintaining commandey purk and other common arrea; 3) maintaining entry mays and parkways; and 4) maintaining lendscaping. Recorded as Instrument Number 37.66 in Book 156. Page 160m 16 16 16 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 shading the location of the structure have been approved by the Architectural Control Committee as to quality of worksamblip and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grad, 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.
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 _6. The Architectural Control Conclined is compared of three members, appointed by the developer. A majority of the Consistive may designate a representative to act for it. In the event of death or resignation of an, maker of the Consistive, the remaining members shall have full authority to designate a success. Neither the members of the Consistee nor its designated representatives shall be entitled to any conjensation for services performed pursuant to this coverant. At any time, the their recorded overses of 90 percent of the lots shall have the point 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 Architectur | Control Condition approved or distiproval as required in these coverants shall be in writing. In the encut 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 committed prior to the completion thereof, approved will not be required and the related coverants shall be down do have been fully complied with.
- _9. 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 proporties, a duclling 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 analyzance or nuisance to the neighborhood.
- 10, No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shell 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 Condition. 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, tunnels, mineral excevations or shifts 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 ges and oil tanks must be concealed.
- 13. No addeds, divestoch or poultry of any klod shell be raised, bred or kept on any lot except the dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or meditained for any commercial purpose.
- 14. No lot shall be used or mediatalised as a durping ground for rubbish, trash, or garbage. Antennes, maste, or torces 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 should planting which obstructs the sight lines at elementations between two and six feet above rouderlys shell be placed or penaltied to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 35 feet from the intersection of the street property lines, or in the case of a rounded property coinci, 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 deliveway pavement. No driveway shall be located within 40 feet of the intersection of two street

Approval of this plat does not guarantee the availability of a septic system installation permit. Specific building sites will be evaluated on an individual basis prior to permit issuance. Approved by the Johnson County Health Department in accordance with the Subdivision Control Ordinance.

John Bonsett, County Sanitarian

DEERWOOD - SECTION SEVEN RESTRICTIVE COVENANTS

IS AND ASSOCIATES, by its duly authorized wher of the attached described real estate, estate described in the attached, in

and designated as "Deerwood, Section Seven" .

adicated, are hereby dedicated to public use.

d "Utility and Drainage Strips" shown on the lities, not including transportation companies, , mains, sewers, drains, ducts, lines and wires. take their titles subject to the easements e rights of proper authorities to service d, and no permanent structure of any kind, built, erected or maintained on said

d "Drainage Easement" which are hereby reserved the improvements. Purchasers of lots in this the easement hereby created, and subject at arm at hereby created and no permanent of maintained on said "Drainage Easement".

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of unless the ground floor area of the perchas and garages, shall be not less than or less than 900 square feet for a dwelling of 11 contain at least 900 square feet on each floor.

nearer to the front lot line or nearer the set back lines as shown on the recorded plat. feet to a side yard line, and the total side 30 feet. No building the line erected closer otherwise and the control is design. We have the free to a side yard line, and the total side 30 feet. No building the line erected closer otherwise and the control is design. We have the free to a side yard line, and the total side 30 feet. No building the feet of the control is design. We have the free to a side yard line and the total side of the control is design. We have the feet of the control is design. We have the feet of the control is design. We have the feet of the control is design. The feet of the control is design. The feet of the control is design. The feet of the control is the feet of the control is design. The feet of the control is the feet of the feet of the control is the feet of the control is the feet of the control is the feet of the feet of the feet of the control is the feet of the

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mers, appointed by the madive to act for it. In the remaining members members of the Committee misetion for services per-downers of 90 percent of instrument to change the or restore to it any of

val as required in these rits designated repredays after plans and specifications 16. Each lot shall be kept in a neat and pleasing manner. Campers, recreational 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. present a park-like appearance.

17. No individual water supply system or alwage 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 subidivision 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.

development plan.

21. Drainage swales (ditches) or drainage retention are a along dedicated roadways and within the right-of-way, or on dedicated ensements, 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 grassvays, or other non-croding 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 repairs will be cent to the affected property owner for immediate payment.

22. All costs and fees of litigation resulting from violations of these

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 these for a period of twenty-five (25) years from the date these covenants are recorded, 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 of 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 AND THE DAY OF CETAL . 1982.

VANIEL R. NICHOLS AND ASSOCIATES

DANIEL R. NICHOLS, Partner

STATE OF INDIANA) SS:

Before me, the undersigned, a notary public in and for said county and state personally appeared Daniel R. Nichels, General Partner, and acknowledged the execution of the foregoing as his voluntary act and deed. WITNESS my hand and notarial seal this with day of the country of the country act and deed.

Lot Numbers 105 and 106 Decrwood Subdivision, Seventh Section, Plat Book "C", Pages 561A and 561B and Lot Number 107 Decrwood Subdivision, Sixth Section, Plat Book "C", Page 484A, White River Township, Office of the Recorder of Johnson County, Indiana.

NOTES:

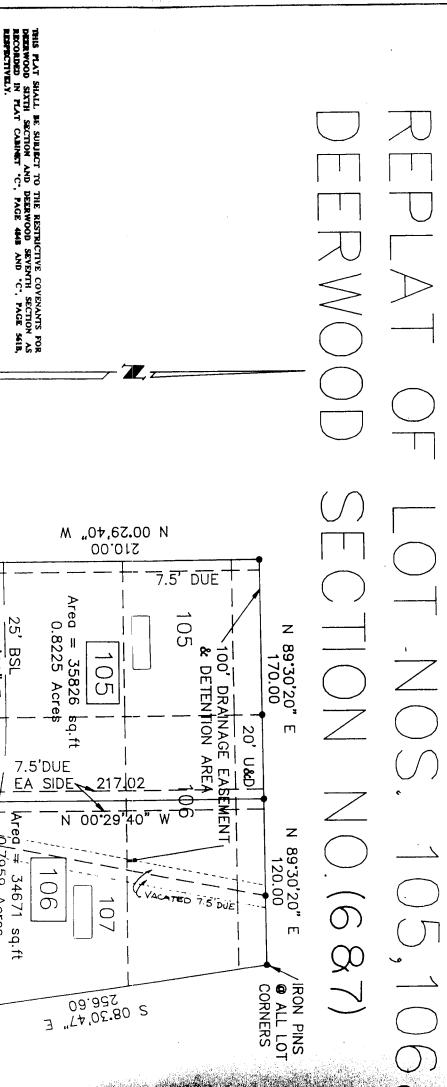
No structures are allowed in the designated Drainage Easements and Detention Area.

are on file at the Office of the Johnson County Health Department. Sample Plot Plans showing septic system and house locations on these lots

LEGAL DESCRIPTION

State of Indiana; that this plat correctly represents a survey comp ize, type and material are accurately show; Steven B. Williams, hereby certify that I am a Registered Professional Land Surveyor in the istered Land Surveyor No. S0090 124-95 1993; that all monuments shown thereon the computed error of closure of the actually exist, and that their location, apple that this plat complics A STATE OF THE PARTY OF THE PAR

LAND SURVEYOR'S CERTIFICATE



90

150 F**

DEERSTAND ROAD

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N 89**·**30'20" 116.04

25' BSL

|Area, =

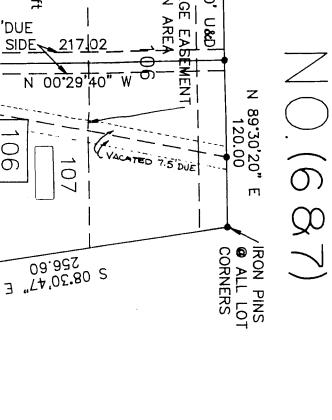
7,959 Acres 34671 sq.ft



gistered Land Surveyor Na. S0090 124-95

5,106&107

N 89*30*20" E 170.00







NOBREDE AD ALMERICO

± 50 F•€

DEERSTAND ROAD

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50' R/W

N 89'30'20" 116.04

00.012 W 00'29'40" W

Area = 35826 sq.ft 0.8225 Acres

7.5'DUE EA SIDE

90

107

Area = 34671 sq.ft /017/959 Acres

7.5' DUE

