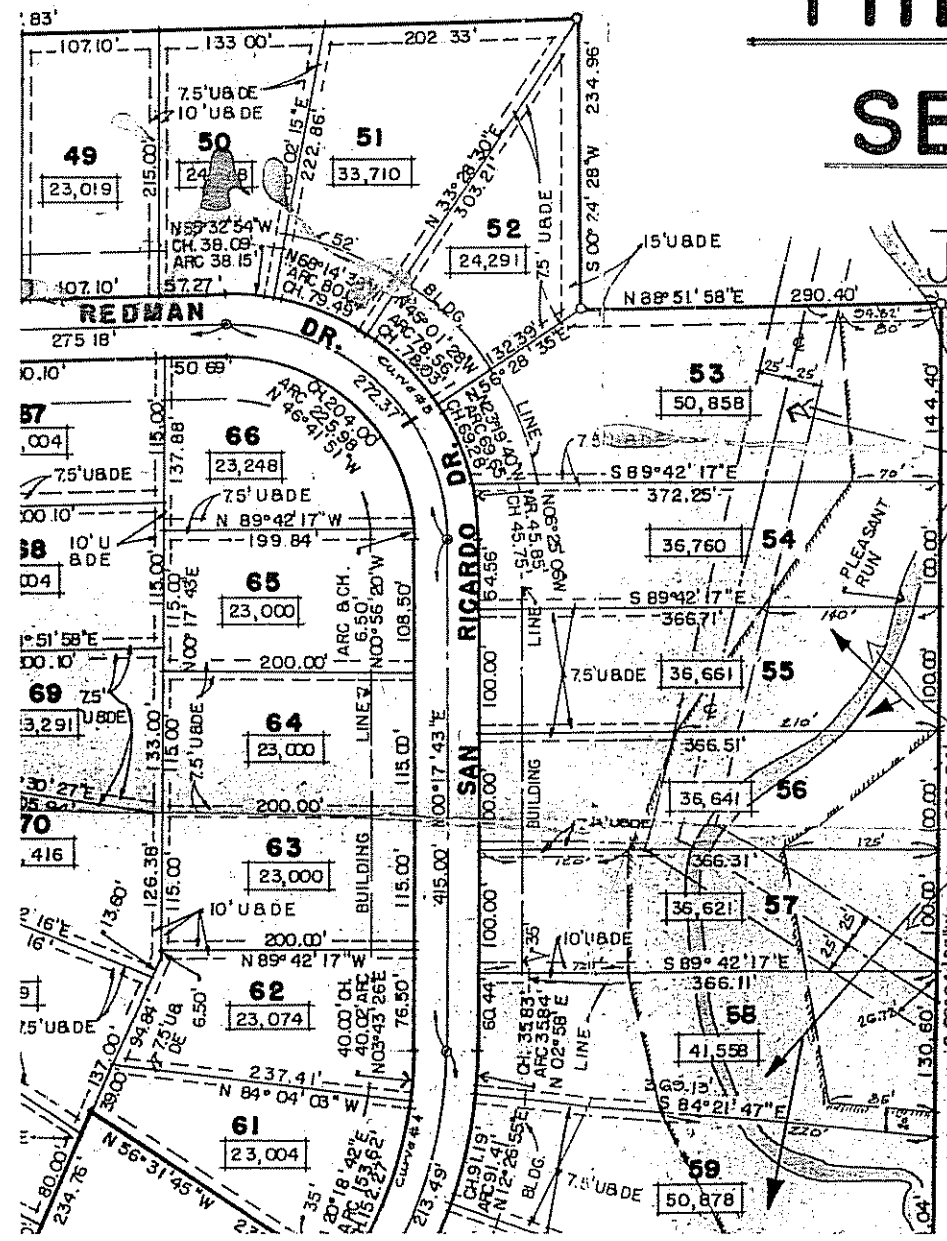


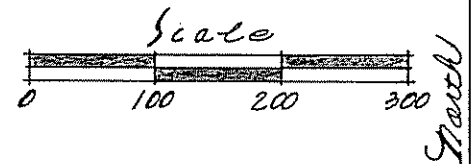
THE VILLAS II

SECOND SECTION

WHITE RIVER TWP.
JOHNSON CO., INDIANA



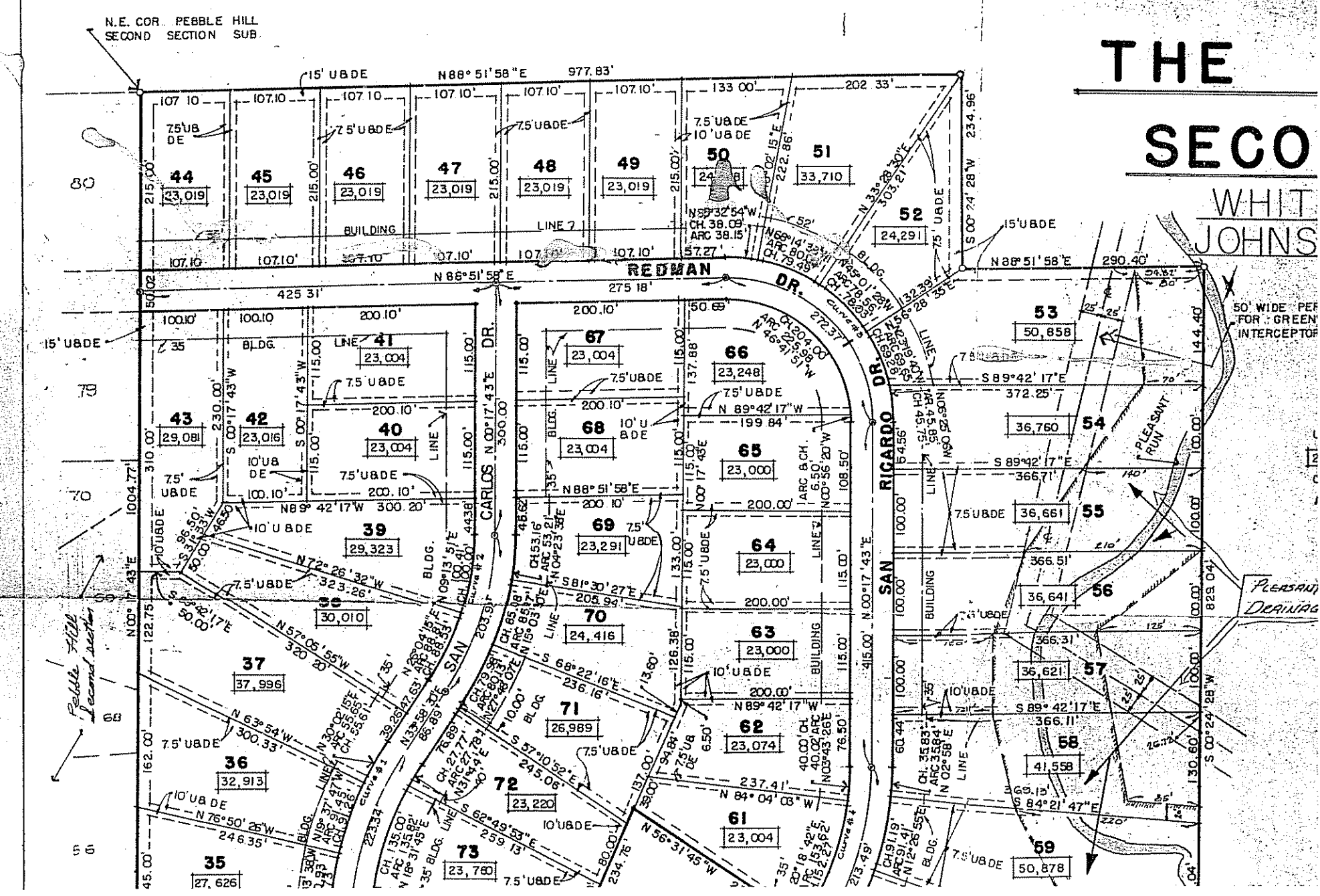
50' WIDE PERMANENT EASEMENT
FOR GREENWOOD REGIONAL
INTERCEPTOR SEWER

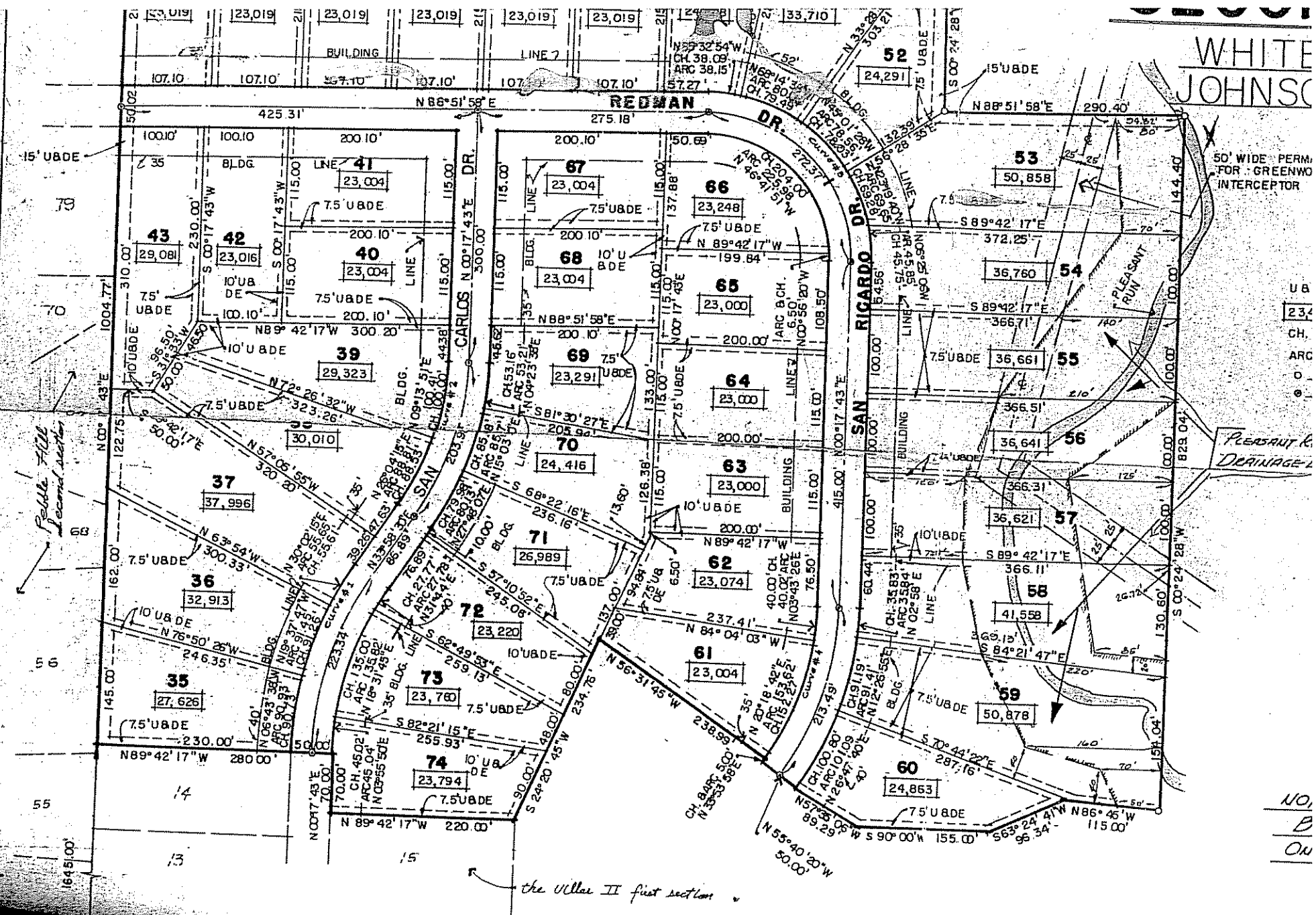


- U&DE — UTILITY & DRAINAGE EASEMENT
- 23,456 — SQUARE FOOTAGE OF LOT
- CH — CHORD DISTANCE
- ARC — ARC
- — CONCRETE MONUMENT (4'x 4' PRECAST)
- ⊙ — IRON DOWEL

CURVE DATA				
N ^o	DELTA	RADIUS	TANGENT	LENGTH
1	IN	354.94'	107.43'	208.64'
	OUT	379.94', 404.94'	115.00', 122.57'	223.34', 238.03'
2	IN	321.90'	97.43'	189.22'
	OUT	346.90', 371.90'	105.00', 112.57'	203.92', 218.61'
3	IN	145.69'	149.37'	232.48'
	OUT	170.69', 195.69'	175.00', 200.63'	272.37', 312.27'
4	IN	334.43'	102.35'	198.64'
	OUT	359.43', 384.43'	110.00', 117.65'	213.49', 228.34'

THE SECO WHIT JOHNS





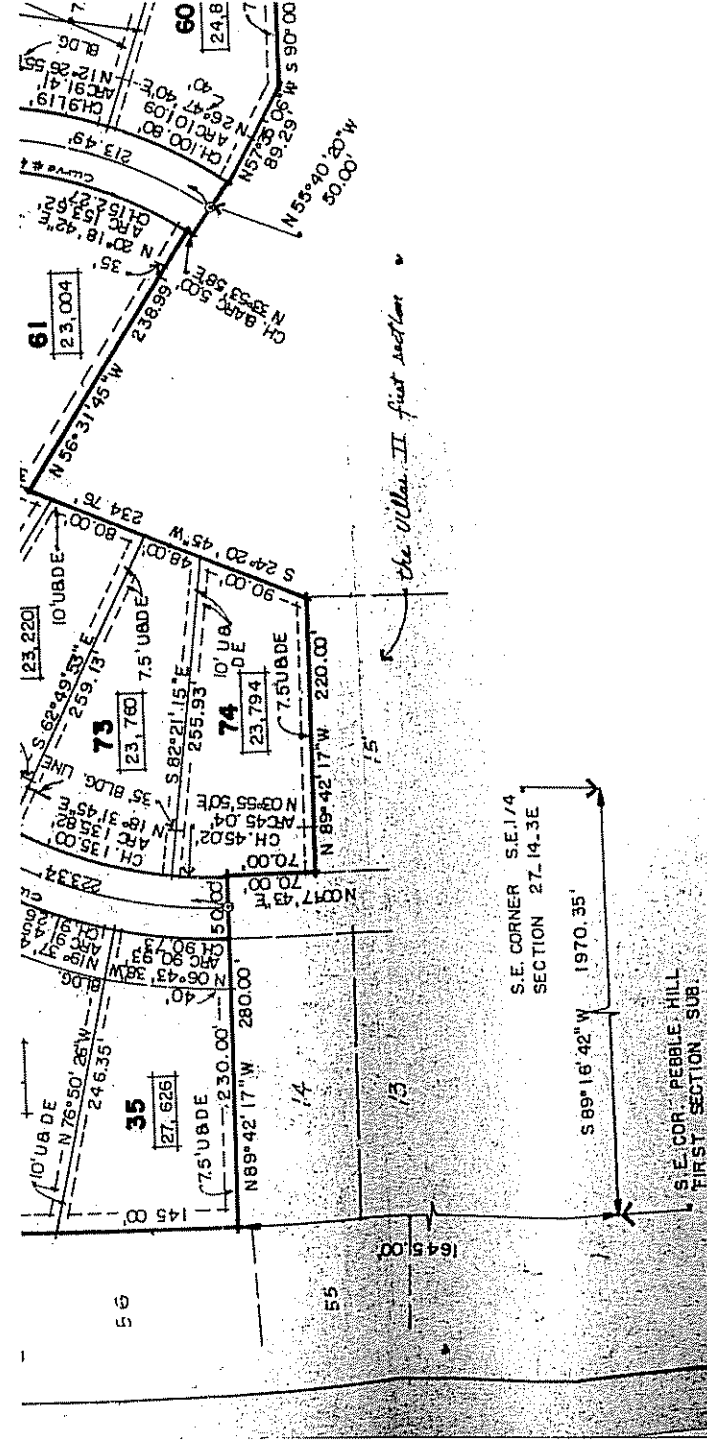
WHITE
JOHNSON

U B
234
CH.
ARC
D.
e.

NO,
B
ON

the Village II first section

17. NO WATER SUPPLY SYSTEM OR INDIVIDUAL SUCH SYSTEM IS SHOWN ON THIS PLAT.



DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, IN WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE SOUTH 89 DEGREES 16 MINUTES 42 SECONDS WEST 280.00 FEET TO THE SOUTHEAST CORNER OF PEBBLE HILL SUBDIVISION; THENCE NORTH 89 DEGREES 16 MINUTES 42 SECONDS WEST 280.00 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIBED TRACT; THENCE NORTH 00 DEGREES 17 MINUTES 43 SECONDS EAST 1000.00 FEET ALONG THE EAST LINE OF SAID PEBBLE HILL SUBDIVISION, A DISTANCE OF 1004.77 FEET TO THE NORTHEAST CORNER OF SAID PEBBLE HILL SUBDIVISION; THENCE NORTH 88 DEGREES 51 MINUTES 58 SECONDS EAST 977.83 FEET ON AND ALONG THE NORTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 00 DEGREES 24 MINUTES 28 SECONDS WEST 234.96 FEET; THENCE NORTH 88 DEGREES 51 MINUTES 58 SECONDS EAST 230.40 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 28 SECONDS WEST 829.04 FEET; THENCE NORTH 86 DEGREES 45 MINUTES WEST 115.00 FEET; THENCE SOUTH 83 DEGREES 24 MINUTES 41 SECONDS WEST 96.34 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES WEST 155.00 FEET; THENCE NORTH 57 DEGREES 35 MINUTES 06 SECONDS WEST 89.29 FEET; THENCE NORTH 05 DEGREES 40 MINUTES 20 SECONDS WEST 50.00 FEET; THENCE NORTH 33 DEGREES 53 MINUTES 58 SECONDS EAST 200.00 FEET; THENCE NORTH 56 DEGREES 31 MINUTES 45 SECONDS WEST 238.99 FEET; THENCE SOUTH 24 DEGREES 20 MINUTES 45 SECONDS WEST 234.76 FEET TO THE NORTHEAST CORNER OF LOT NO. 15 IN THE VILLAS II, FIRST SECTION SUBDIVISION; THENCE NORTH 89 DEGREES 42 MINUTES 17 SECONDS WEST ON AND ALONG THE NORTH LINE OF THE LAST SAID LOT NO. 15, A DISTANCE OF 220.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 17 MINUTES 43 SECONDS EAST 70.00 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 17 SECONDS WEST ACROSS SAN CARLOS DRIVE AND CONTINUING ON THE NORTH LINE OF LOT NO. 14 A DISTANCE OF 280.00 FEET IN SAID VILLAS II, FIRST SECTION TO THE PLACE OF BEGINNING, CONTAINING 28.487 ACRES, MORE OR LESS.

WE THE UNDERSIGNED, MILDRED L. DIAZ, PRESIDENT, AND ROBERT J. LANE, SECRETARY-TREASURER, OFFICERS OF F.A.O. DIAZ & CO., INC., OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAY OFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "THE VILLAS II-SECOND SECTION, IN WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA, ALL STREETS, ALLEYS, AND PUBLIC OPEN SPACES SHOWN AND NOT HERETOFORE DESIGNATED ARE HEREBY DEDICATED TO THE PUBLIC.

FRONT BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT, BETWEEN WHITH LINES AND PROPERTY LINE OF THE STREETS THERE SHALL BE ERRECTED OR MAINTAINED NO BUILDING OR STRUCTURE. THE STRIPS OF GROUND SHOWN ON THIS PLAT AND MARKED "EASEMENT" ARE RESERVED FOR THE USE OF THE PUBLIC UTILITIES FOR THE INSTALLATION OF WATER AND SEWER MAINS, POLES, DUCTS, LINES AND WIRES, DRAINAGE FACILITIES SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENT HERIN RESERVED. IN ADDITION A SEVEN AND ONE HALF FOOT DRAINAGE EASEMENT IS RESERVED ON BOTH SIDES OF SIDE LOT LINES. NO PERMANENT OR OTHER STRUCTURES ARE TO BE ERRECTED OR MAINTAINED UPON SAID STRIPS OF LAND, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES, AND THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THE SUBDIVISION.

THE LOTS IN THE SUBDIVISION AND THE USE OF THE 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 ERRECTED, ALTERED OR PLACED OR PERMITTED ON ANY LOT OTHER THAN THE SINGLE-FAMILY DWELLING, NOT TO EXCEED TWO (2) STORIES IN HEIGHT AND AN ATTACHED GARAGE FOR TWO (2) CARS, AND A STORAGE BUILDING NOT TO EXCEED ONE STORY IN HEIGHT AND 160 SQUARE FEET OF FLOOR AREA. SAID STORAGE BUILDING SHALL CONFORM TO THE DESIGN AND EXTERIOR MATERIALS OF THE DWELLING. NO METAL STORAGE BUILDING OR DETACHED GARAGES ARE PERMITTED.
2. NO BUILDING SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE BUILDER'S CONSTRUCTION PLAN, SPECIFICATIONS, AND PLOT PLAN HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO THE ACCEPTABILITY AND QUALITY OF WORKMANSHIP AND MATERIALS, HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES AND AS TO LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISH GRADE ELEVATION. NO FENCE OR WALL SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT NEARER TO ANY STREET THAN THE MINIMUM BUILDING SETBACK LINE, UNLESS SIMILARLY APPROVED. APPROVAL SHALL BE AS PROVIDED IN COVENANT NO. 14.
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, NOT LESS THAN 900 SQUARE FEET FOR A DWELLING OF MORE THAN ONE STORY.
4. ALL HOUSE EXTERIORS SHALL BE OF BRICK, STONE, CEDAR OR A COMBINATION THEREOF.

THEREIN NORTH 31 DEGREES 50 MINUTES 58 SECONDS EAST 51.00 FEET; THENCE NORTH 56 DEGREES 31 MINUTES 45 SECONDS WEST 238.99 FEET; THENCE SOUTH 24 DEGREES 20 MINUTES 45 SECONDS WEST 234.76 FEET TO THE NORTHEAST CORNER OF LOT NO. 15 IN THE VILLAS II, FIRST SECTION SUBDIVISION; THENCE NORTH 89 DEGREES 42 MINUTES 17 SECONDS WEST ON AND ALONG THE NORTH LINE OF THE LAST SAID LOT NO. 15, A DISTANCE OF 220.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 17 MINUTES 43 SECONDS EAST 70.00 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 17 SECONDS WEST ACROSS SAN CARLOS DRIVE AND CONTINUING ON THE NORTH LINE OF LOT NO. 14 A DISTANCE OF 280.00 FEET IN SAID VILLAS II, FIRST SECTION TO THE PLACE OF BEGINNING, CONTAINING 28.487 ACRES, MORE OR LESS.

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FRONT BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT, BETWEEN WHICH LINES AND PROPERTY LINE OF THE STREETS THERE SHALL BE ERRECTED OR MAINTAINED NO BUILDING OR STRUCTURE. THE STRIPS OF GROUND SHOWN ON THIS PLAT AND MARKED "EASEMENT" ARE RESERVED FOR THE USE OF THE PUBLIC UTILITIES FOR THE INSTALLATION OF WATER AND SEWER MAINS, POLES, DUCTS, LINES AND WIRES, DRAINAGE FACILITIES SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENT HEREIN RESERVED. IN ADDITION A SEVEN AND ONE HALF FOOT DRAINAGE EASEMENT IS RESERVED ON BOTH SIDES OF SIDE LOT LINES. NO PERMANENT OR OTHER STRUCTURES ARE TO BE ERRECTED OR MAINTAINED UPON SAID STRIPS OF LAND, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES, AND THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THE SUBDIVISION.

THE LOTS IN THE SUBDIVISION AND THE USE OF THE 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 ERRECTED, ALTERED OR PLACED OR PERMITTED ON ANY LOT OTHER THAN THE SINGLE-FAMILY DWELLING, NOT TO EXCEED TWO (2) STORIES IN HEIGHT AND AN ATTACHED GARAGE FOR TWO (2) CARS, AND A STORAGE BUILDING NOT TO EXCEED ONE STORY IN HEIGHT AND 160 SQUARE FEET OF FLOOR AREA; SAID STORAGE BUILDING SHALL CONFORM TO THE DESIGN AND EXTERIOR MATERIALS OF THE DWELLING. NO METAL STORAGE BUILDING OR DETACHED GARAGES ARE PERMITTED.
2. NO BUILDING SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE BUILDER'S CONSTRUCTION PLAN, SPECIFICATIONS, AND PLOT PLAN HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO THE ACCEPTABILITY AND QUALITY OF WORKMANSHIP AND MATERIALS, HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES AND AS TO LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISH GRADE ELEVATION. NO FENCE OR WALL SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT NEARER TO ANY STREET THAN THE MINIMUM BUILDING SETBACK LINE, UNLESS SIMILARLY APPROVED. APPROVAL SHALL BE AS PROVIDED IN COVENANT NO. 14.
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, NOT LESS THAN 900 SQUARE FEET FOR A DWELLING OF MORE THAN ONE STORY.
4. ALL HOUSE EXTERIORS SHALL BE OF BRICK, STONE, CEDAR OR A COMBINATION THEREOF.
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 35 FEET TO THE FRONT LOT LINE, OR NEARER THAN 35 FEET TO ANY SIDE STREET LINE. NO BUILDING SHALL BE LOCATED NEARER THAN 10 FEET TO AN INTERIOR LOT LINE, FOR THE PURPOSES OF THIS COVENANT, EAVES, STEPS, AND OPEN PORCHES SHALL NOT BE CONSIDERED AS A PART OF THE BUILDING, PROVIDED HOWEVER, THAT THIS SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF A BUILDING, ON A LOT TO ENCROACH UPON ANOTHER LOT.
6. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BOAT, 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 SHALL NOT BE PLACED IN, NOR BE PERMITTED TO REMAIN IN AREAS DESIGNATED AS DRAINAGE EASEMENTS. THESE AREAS SHALL BE PRESERVED AND MAINTAINED AS PERMANENT DRAINAGE EASEMENTS, AS SHOWN ON THE GENERAL DEVELOPMENT PLAN, ON FILE WITH THE JOHNSON COUNTY 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, ONE SIGN OF NOT 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 SALE PERIOD.
9. NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRYING, 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 ERRECTED, MAINTAINED OR PERMITTED UPON ANY LOT.
10. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. TRAILERS, BOATS, AND SIMILAR EQUIPMENT SHALL NOT BE KEPT OR STORED IN THE FRONT OR SIDE YARD.
11. AT NO TIME SHALL ANY UNLICENSED, UNOPERATIVE AUTOMOBILE OR TRUCK BE PERMITTED ON ANY LOT.

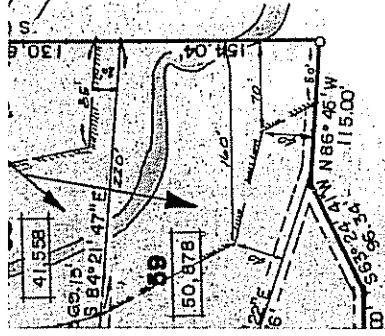
NO. 012860

RECEIVED FOR RECORD THIS 8TH DAY OF December, 1977, AT 8:40 A.M., AND RECORDED IN PLAT BOOK 9, PAGE 4.

Mary Etta Houghland
MARY ETTA HOUGHLAND
RECORDER, JOHNSON COUNTY

PREPARED BY
FRELSE AND ABPLANA
CIVIL ENGINEERS
FRANKLIN, INDIANA

SEE



2	6 OUT	33° 40' 47"	346.90'	103.00'	218.61'
	6 IN		371.90'	149.37'	232.48'
3	6 OUT	9° 25' 45"	145.69'	175.00'	272.37'
	6 IN		170.69'	200.63'	312.27'
4	6 OUT	34° 01' 57"	334.43'	102.35'	198.64'
	6 IN		359.43'	110.00'	213.49'
	6 OUT		384.43'	117.65'	228.34'

NOTE:
Building Setback Lines Vary
On This Plat.

12. NO WATER SUPPLY SYSTEM OR INDIVIDUAL SEWAGE DISPOSAL SYSTEM SHALL BE PERMITTED ON ANY LOT UNLESS SUCH SYSTEM IS APPROVED BY JOHNSON COUNTY AUTHORITIES HAVING JURISDICTION, AND IS LOCATED, DESIGNED, AND CONSTRUCTED IN ACCORDANCE WITH REQUIREMENTS, STANDARDS, AND RECOMMENDATIONS OF THE INDIANA STATE BOARD OF HEALTH.
13. THE ARCHITECTURAL CONTROL COMMITTEE IS COMPOSED OF TWO MEMBERS APPOINTED BY THE DEVELOPER. 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 MEMBER SHALL HAVE FULL AUTHORITY TO DESIGNATE A SUCCESSOR. NEITHER THE MEMBERS OF THE COMMITTEE, NOR ITS DESIGNATED REPRESENTATIVE SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. AT ANY TIME, THE THEN RECORDED OWNERS OF A MAJORITY OF 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 RESIGN TO IT ANY OF ITS POWER AND DUTIES.
14. THE ARCHITECTURAL CONTROL COMMITTEE APPROVAL OR DISAPPROVAL AS NEELINED IN THESE COVENANTS SHALL BE IN WRITING. IN THE EVENT THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE FAILS TO APPROVE OR DISAPPROVE WITHIN 30 DAYS AFTER PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE CONSTRUCTION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, APPROVAL SHALL NOT BE REQUIRED AND THE RELATED COVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
15. ANY FIELD TILE OR UNDERGROUND DRAIN WHICH IS ENCOUNTERED IN CONSTRUCTION OF ANY IMPROVEMENT WITHIN THIS SUBDIVISION SHALL BE FENCED OFF, AND ALL OWNERS OF LOTS IN THIS SUBDIVISION AND THEIR SUCCESSORS SHALL COMPLY WITH THE INDIANA DRAINAGE CODE OF 1965, AND ALL AMENDMENTS THEREOF, AND FURTHER, THAT PORTION OF NATURAL WATERWAYS THROUGH A LOT SHALL BE MAINTAINED BY THE OWNER THEREOF.
16. ALL DRIVEWAYS SHALL BE HARD-SURFACED.
17. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN 2 AND 2 FEET ABOVE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINE AND A LINE CONNECTING THEM AT POINT 25 FEET FROM THE INTERSECTION OF THE STREET LINES OR IN THE CASE OF A BOUNDED 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 STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREE 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 AND ALL EXISTING FARM FENCES BORDERING ON LOTS SHALL BE MAINTAINED BY THE LOT OWNER IN A CONDITION TO CONTAIN LIVESTOCK USING CONTIGUOUS LANDS.
18. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BREED, OR KEPT ON ANY LOT EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT BRED, KEPT OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.
19. 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.
20. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
21. THESE RESTRICTIONS ARE HEREBY DECLARED TO BE COVENANTS RUNNING WITH THIS 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 RECORDED AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS, AT ANY TIME FOLLOWING RECORDED, 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.

STATE OF INDIANA) SS:
COUNTY OF JOHNSON)

WE, MILDRED L. DIAZ, PRESIDENT, AND ROBERT J. LANE, SECRETARY-TREASURER, OFFICERS OF A.O. DIAZ & CO., INC., DO HEREBY CERTIFY THAT WE ARE THE AGENTS OF THE OWNERS OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AND THAT AS SUCH AGENTS WE HAVE CAUSED THE SAID ABOVE DESCRIBED PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE HEREIN DRAWN PLAT, TO OUR OWN FREE AND VOLUNTARY ACT AND DEED.

Mildred L. Diaz
MILDRED L. DIAZ, PRESIDENT

ROBERT J. LANE, SECRETARY-TREASURER

STATE OF INDIANA) SS:
COUNTY OF JOHNSON)

I, MILDRED L. DIAZ, PRESIDENT, AND ROBERT J. LANE, SECRETARY-TREASURER, OF A.O. DIAZ & CO., INC., PERSONALLY KNOWN TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE ABOVE CERTIFICATE APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED THE ABOVE CERTIFICATE AS THEIR OWN FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

THE VILLAS II -- SECOND SECTION

We the undersigned, Mildred L. Diaz, President, and Robert J. Lane, Secretary-Treasurer, officers of A.O. Diaz & Co., Inc., owner of the real estate shown and described herein, do hereby lay off, plat and subdivide said real estate in accordance with the plat.

This subdivision shall be known and designated as "THE VILLAS II-SECOND SECTION, in White River Township, Johnson County, Indiana, all streets, alleys, and public open spaces shown and not heretofore dedicated are hereby dedicated to the public.

Front building setback lines are hereby established as shown on this plat, between which lines and property line of the streets there shall be erected or maintained no building or structure. The strips of ground shown on this plat and marked "Easement" are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, drainage facilities subject at all times to the proper authorities and to the easement herein reserved. In addition a seven and one half foot drainage easement is reserved on both sides of side lot lines. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and the rights of the owners of other lots in the subdivision.

The lots in the subdivision and the use of the 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 or permitted on any lot other than the single-family dwelling, not to exceed two (2) stories in height and an attached garage for two (2) cars, and a storage building not to exceed one story in height and 160 square feet of floor area, said storage building shall conform to the design and exterior materials of the dwelling. No metal storage building or detached garages are permitted.
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 Architectural Control Committee as to the acceptability and quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line, unless similarly approved. Approval shall be as provided in Covenant No. 14.
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, not less than 900 square feet for a dwelling of more than one story.
4. All house exteriors shall be of brick, stone, cedar or a combination thereof.
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 35 feet to the front lot line, or nearer than 35 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, for the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.
6. No structure of a temporary character, trailer, boat, 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 shall not be placed in, nor be permitted to remain in areas designated as drainage easements. These areas shall be preserved and maintained as permanent drainage easements, as shown on the General Development plan, on file with the Johnson County 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, one sign of not 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 sale period.

(Continued)

9. No oil drilling, oil development operations, oil refining, quarrying, 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 upon any lot.
10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Trailers, boats and similar equipment shall not be kept or stored in the front or side yard.
11. At no time shall any unlicensed, unoperative automobile or truck be permitted on any lot.
12. No water supply system or individual sewage disposal system shall be permitted on any lot unless such system is approved by Johnson County Authorities having jurisdiction, and is located, designed, and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health.
13. The Architectural Control Committee is composed of two 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 member shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. At any time, the then recorded owners of a majority of 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 power and duties.
14. The Architectural Control Committee approval or disapproval as required in these Covenants shall be in writing. In the event the Committee or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.
15. 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 successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto, and further, that portion of natural waterways through a lot shall be maintained by the Owner thereof.
16. All driveways shall be hard-furfaced.
17. 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 street property line and a 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 street property line with the edge of a driveway or alley pavement. No tree 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 and all existing farm fences bordering on lots shall be maintained by the Lot Owners in a condition to contain livestock using contiguous lands.
18. 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 bred, kept or maintained for any commercial purpose.
19. 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.
20. Invalidation of any one of these Covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and affect.
21. These restrictions are hereby declared to be Covenants running with this 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 recorded after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless, at any time following 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.