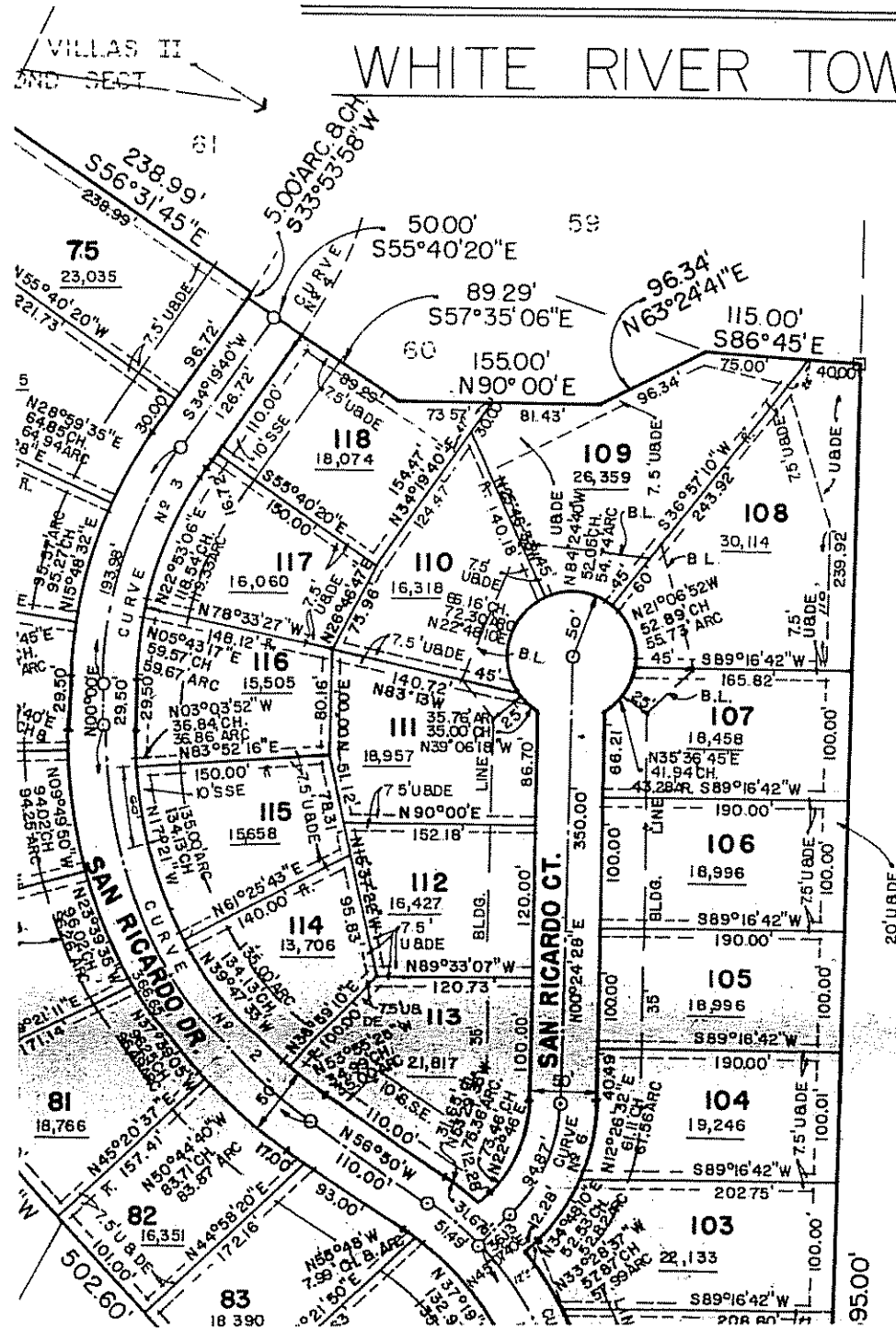


THE VILLAS II - THIRD SECTION

WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA

687.88
207.53
1395.40



DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

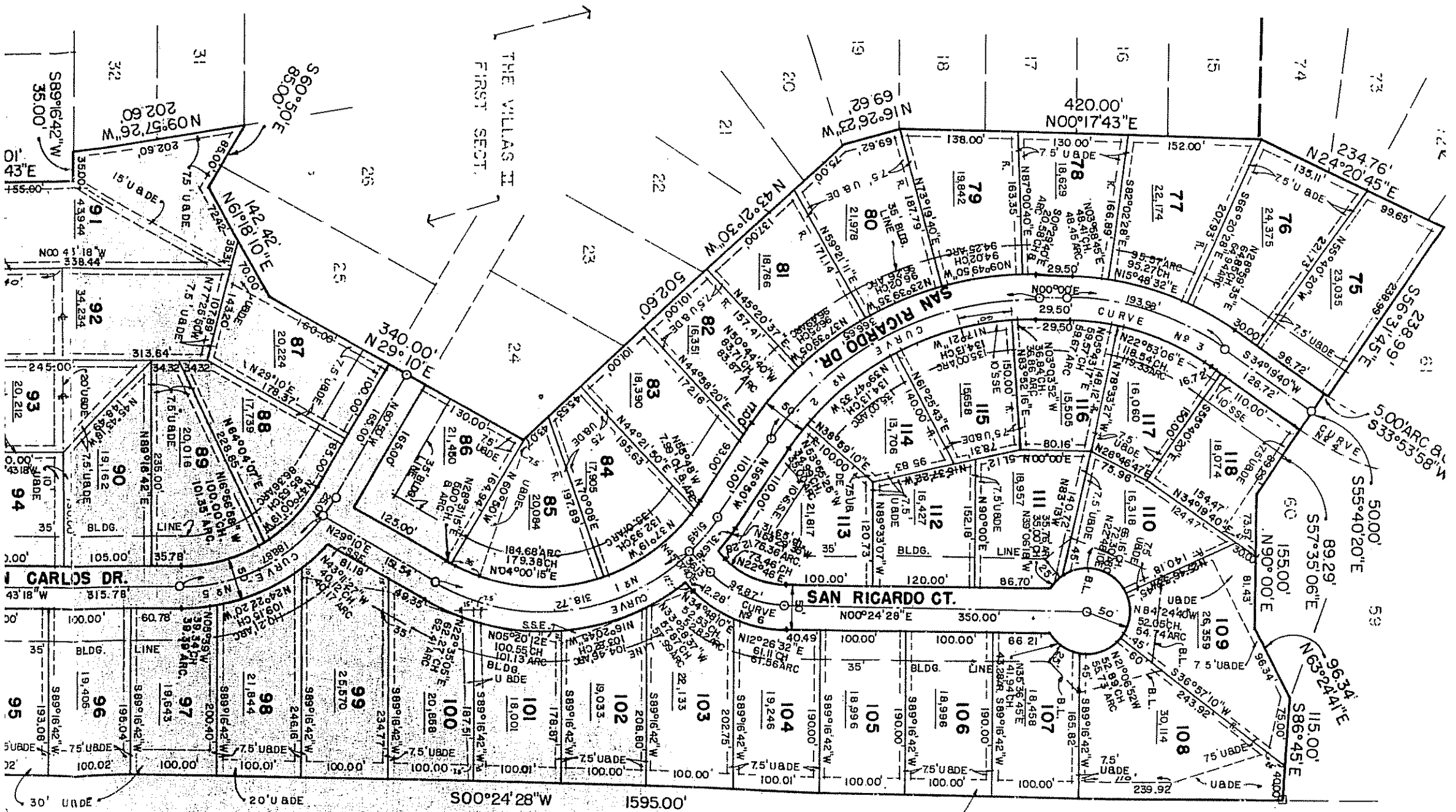
COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER SECTION; THENCE SOUTH 69 DEGREES 10 MINUTES 4 SECONDS WEST (ASSUMED BEARING) WITH THE SOUTH LINE OF SAID QUARTER SECTION 107.82 FEET TO THE PLACE OF BEGINNING OF THE DESCRIBED TRACT; THENCE CONTINUING SOUTH 69 DEGREES 10 MINUTES 42 SECONDS WEST WITH SAID SOUTH LINE 687.88 FEET TO THE SOUTHEAST CORNER OF THE VILLAS II-FIRST SECTION SUBDIVISION, WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA, AS RECORDED IN PLAT BOOK 5, PAGE 62 OF THE RECORDS OF THE JOHNSON COUNTY RECORDER; (THE FOLLOWING (9) COURSES FOLLOW THE EASTERLY BOUNDARY OF SAID THE VILLAS II-FIRST SECTION SUBDIVISION);

- (1) THENCE NORTH 00 DEGREES 17 MINUTES 43 SECONDS EAST 190.01 FEET;
- (2) THENCE SOUTH 69 DEGREES 16 MINUTES 42 SECONDS WEST 35.00 FEET;
- (3) THENCE NORTH 09 DEGREES 57 MINUTES 28 SECONDS WEST 202.60 FEET;
- (4) THENCE SOUTH 60 DEGREES 50 MINUTES 00 SECONDS EAST 15.00 FEET;
- (5) THENCE NORTH 61 DEGREES 18 MINUTES 10 SECONDS EAST 142.42 FEET;
- (6) THENCE NORTH 29 DEGREES 10 MINUTES 00 SECONDS EAST 340.00 FEET;
- (7) THENCE NORTH 43 DEGREES 21 MINUTES 30 SECONDS WEST 512.60 FEET;
- (8) THENCE NORTH 16 DEGREES 26 MINUTES 23 SECONDS WEST 69.00 FEET;
- (9) THENCE NORTH 00 DEGREES 17 MINUTES 43 SECONDS EAST 400.00 FEET TO THE MOST NORTHEASTERLY CORNER OF SAID THE VILLAS II-FIRST SECTION, AND THE MOST SOUTHEASTERLY CORNER OF LOT NO. 74 IN THE VILLAS II-SECOND SECTION SUBDIVISION, WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA, AS RECORDED IN PLAT BOOK 5, PAGE 4 OF SAID RECORDER'S RECORDS; (THE FOLLOWING (8) COURSES FOLLOW THE SOUTHERLY BOUNDARY OF SAID THE VILLAS II-SECOND SECTION SUBDIVISION);

- (1) THENCE NORTH 24 DEGREES 20 MINUTES 45 SECONDS EAST 234.76 FEET;
- (2) THENCE SOUTH 36 DEGREES 33 MINUTES 45 SECONDS EAST 238.93 FEET;
- (3) THENCE SOUTH 33 DEGREES 51 MINUTES 58 SECONDS WEST 510.00 FEET;
- (4) THENCE NORTH 40 DEGREES 20 SECONDS EAST 50.00 FEET;
- (5) THENCE SOUTH 57 DEGREES 35 MINUTES 06 SECONDS EAST 89.29 FEET;
- (6) THENCE NORTH 90 DEGREES 00 MINUTES EAST 155.00 FEET;
- (7) THENCE NORTH 63 DEGREES 24 MINUTES EAST 96.34 FEET;
- (8) THENCE SOUTH 26 DEGREES 45 MINUTES EAST 115.00 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID THE VILLAS II-SECOND SECTION SUBDIVISION; THENCE SOUTH 00 DEGREES 24 MINUTES 28 SECONDS WEST 1595.00 FEET TO THE PLACE OF BEGINNING, CONTAINING 24.375 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL RIGHTS-OF-WAY AND EASEMENTS.

CURVE		
CURVE No	LOCATION	DELT
1	IN. & OUT.	86°
2	IN. & OUT.	56° 50'
3	IN. & OUT.	34° 19'
4	IN. & OUT.	34° 01'
5	IN. & OUT.	60° 06'
6	IN. & OUT.	44 43'

BL — BUILDING LINE
 UBDE — UTILITY & DRAINAGE
 S.S.E. — SANITARY SEWER
 CH — CHORD DISTANCE
 ARC — ARC DISTANCE
 21.545 — 50 FOOTAGE OF LOT



A PART
 RANGE
 JOHNSTON

SECTION
 (ASSUM.
 FEET TO
 CONTAIN
 SOUTH 1
 FIRST
 INDIAN
 JOHNSON
 THE EAST
 (1) THE
 (2) THE
 (3) THE
 (4) THE
 (5) THE
 (6) THE
 (7) THE
 (8) THE
 (9) THE
 TO THE
 AND THE
 SECOND
 INDIAN
 (THE F
 SAID T
 DEGREE
 DEGREE
 DEGREE
 DEGREE
 DEGREE
 MINUTE
 THE VIL
 24 MINU
 CONTAIN
 AND EAST

WE THE
 INC.,
 WITH TH
 THIS SU
 INDIANA

FRONT O
 STREETS
 MEASURE
 LINES &
 ADDITIO
 STRUCTU
 TITLES

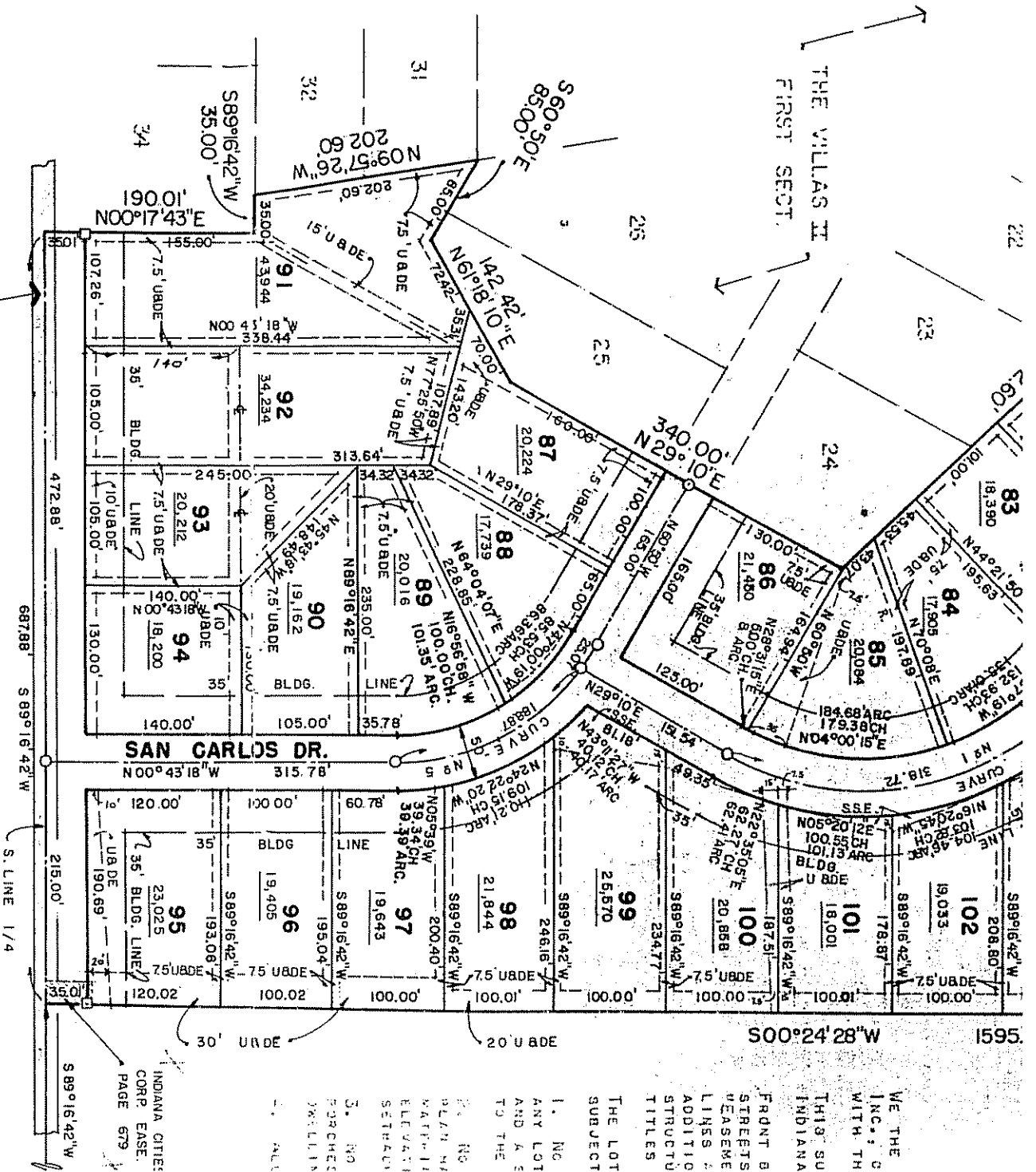
THE LOT
 SUBJECT

1. NO
 ANY LOT
 AND A S
 TO THE

2. NO
 PLAN HA
 MATERIAL
 ELEVATIO
 SETBACK

3. NO
 PORCHES
 DWELLIN

4. ALL

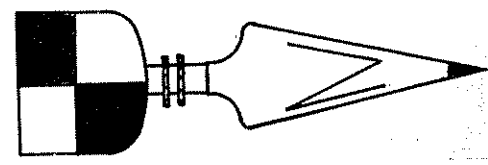


10. THE ARCHITECTURAL CONTROL COMMITTEE IS COMPOSED OF TWO MEMBERS APPOINTED BY THE DEVELOPER. A MAJORITY OF THE COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO ACT FOR IT. IN THE EVENT OF DEATH OR RESIGNATION OF ANY MEMBER OF THE COMMITTEE, THE REMAINING MEMBER SHALL HAVE FULL AUTHORITY TO DESIGNATE A SUCCESSOR. 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.
11. 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 SUITABLE EVIDENCE OF SUCH ACTION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED AND THE COVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
12. ANY FILLING, GRASS, UNDERGROUND DRAIN, WHICH IS ENCOUNTERED IN CONSTRUCTION OF ANY IMPROVEMENT WITHIN THIS SUBDIVISION SHALL BE REGRADED, AND ALL OWNERS OF LOTS IN THIS SUBDIVISION AND THEIR SUCCESSORS SHALL COVE WITH THE NEIGHBORING LOT THE COST OF SUCH FILLING, GRASS, AND ALL SUCH REPAIRS, AND FURTHER, THAT PORTION OF NATURAL VEGETATION THROUGH A LOT SHALL BE MAINTAINED BY THE OWNER THEREOF.
13. ALL DRIVEWAYS SHALL BE HARD-SURFACED.
14. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN 2 AND 6 FEET SHALL BE PERMITTED ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA COMPREHENDED BY THE INTERSECTION OF FAIRVIEW ROAD AND SAN CARLOS DRIVE.
15. 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.
16. NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, COALRYING, OR MILLING OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON OR IN ANY LOT, NOR SHALL OIL WELLS, TANKS, TUBES, PIPES, PIPES, PIPES, 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 PERMITTED, MAINTAINED, OR PERMITTED UPON ANY LOT.
17. NO NOISY 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.
18. AT NO TIME SHALL ANY UNLICENSED, UNOPERATIVE AUTOMOBILE OR TRUCK BE PERMITTED ON ANY LOT.
19. 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, DESIGNATED, AND CONSTRUCTED IN ACCORDANCE WITH REQUIREMENTS, STANDARDS, AND RECOMMENDATIONS OF THE INDIANA STATE BOARD OF HEALTH.

II - THIRD SECTION

SHIP, JOHNSON COUNTY, INDIANA

687.55
207.55
1395.40



DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 14 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS: SOUTHEAST QUARTER COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER SECTION; THENCE SOUTH 53 DEGREES 11 MINUTES 42 SECONDS WEST (ASSUMED BEARING) WITH THE SOUTH LINE OF SAID QUARTER SECTION 707.52 FEET TO THE PLACE OF BEGINNING OF THE DESCRIBED TRACT; THENCE CONTINUING SOUTH 53 DEGREES 11 MINUTES 42 SECONDS WEST WITH SAID SOUTH LINE 687.88 FEET TO THE SOUTHEAST CORNER OF THE VILLAS II - FIRST SECTION SUBDIVISION, WHITE RIVER TOWNSHIP, JOHNSON COUNTY; INDIANA, AS RECORDED IN PLAT BOOK NO. PAGE 65 OF THE RECORDS OF THE JOHNSON COUNTY RECORDER; (THE FOLLOWING (9) CURVE COURSES FOLLOW THE EASTERLY BOUNDARY OF SAID THE VILLAS II - FIRST SECTION SUBDIVISION):

- (1) THENCE NORTH 00 DEGREES 17 MINUTES 43 SECONDS EAST 190.1 FEET;
- (2) THENCE SOUTH 63 DEGREES 16 MINUTES 43 SECONDS WEST 35.00 FEET;
- (3) THENCE NORTH 09 DEGREES 37 MINUTES 22 SECONDS WEST 202.00 FEET;
- (4) THENCE SOUTH 60 DEGREES 50 MINUTES 00 SECONDS EAST 148.40 FEET;
- (5) THENCE NORTH 61 DEGREES 18 MINUTES 00 SECONDS EAST 342.00 FEET;
- (6) THENCE NORTH 29 DEGREES 10 MINUTES 00 SECONDS WEST 500.60 FEET;
- (7) THENCE NORTH 43 DEGREES 21 MINUTES 30 SECONDS WEST 674.60 FEET;
- (8) THENCE NORTH 00 DEGREES 26 MINUTES 30 SECONDS EAST 400.00 FEET;
- (9) THENCE NORTH 00 DEGREES 17 MINUTES 43 SECONDS EAST 400.00 FEET TO THE MOST NORTHEASTERLY CORNER OF SAID THE VILLAS II - FIRST SECTION, AND THE MOST SOUTHEASTERLY CORNER OF LOT NO. 74 IN THE VILLAS II - SECOND SECTION SUBDIVISION, WHITE RIVER TOWNSHIP, JOHNSON COUNTY; (THE FOLLOWING (8) CURVE COURSES FOLLOW THE SOUTHERLY BOUNDARY OF SAID THE VILLAS II - SECOND SECTION SUBDIVISION):
- (1) THENCE NORTH 56 DEGREES 20 MINUTES 45 SECONDS EAST 234.76 FEET;
- (2) THENCE SOUTH 56 DEGREES 21 MINUTES 45 SECONDS EAST 238.93 FEET;
- (3) THENCE SOUTH 33 DEGREES 21 MINUTES 40 SECONDS EAST 300.00 FEET;
- (4) THENCE SOUTH 41 DEGREES 20 MINUTES 40 SECONDS EAST 311.00 FEET;
- (5) THENCE NORTH 49 DEGREES 06 SECONDS WEST 500.00 FEET;
- (6) THENCE NORTH 63 DEGREES 03 MINUTES 00 SECONDS EAST 195.00 FEET;
- (7) THENCE NORTH 63 DEGREES 24 MINUTES 41 SECONDS EAST 98.34 FEET;
- (8) THENCE SOUTH 60 DEGREES 45 MINUTES EAST 115.00 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID THE VILLAS II - SECOND SECTION SUBDIVISION; THENCE SOUTH 00 DEGREES 24 MINUTES 24 SECONDS WEST 105.00 FEET TO THE PLACE OF BEGINNING OF SAID CURVE COURSES, MORE OR LESS, SUBJECT TO ALL LEGAL RIGHTS-OF-WAY AND EASEMENTS.

out

WE THE UNDERSIGNED, MILDRED L. DIAZ, PRESIDENT, AND ARMANDO C. DIAZ, SECRETARY-TREASURER, OFFICERS OF A. O. DIAZ INC., OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN; DO HEREBY LAY OFF, PLAT AND SUBDIVIDE SAID REAL ESTATE WITH THE PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "THE VILLAS II-THIRD SECTION", IN WHITE RIVER TOWNSHIP, JOHNSON COUNTY. 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 STREETS THERE SHALL BE CREATED OR MAINTAINED NO BUILDING OR STRUCTURE. THE STRIPS OF GROUND SHOWN ON THIS PLAT "EASEMENTS" ARE RESERVED FOR THE USE OF THE PUBLIC UTILITIES FOR THE INSTALLATION OF WATER AND SEWER MAINS, POLES LINES AND WIRES, DRAINAGE FACILITIES SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENT HEREIN. IN ADDITION A SEVEN AND ONE HALF FOOT FOOT DRAINAGE EASEMENT IS RESERVED ON BOTH SIDES OF SIDE LOT LINES. NO PERMANENT STRUCTURES ARE TO BE ERRECTED OR MAINTAINED UPON SAID STRIPS OF LAND, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL BE SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES, AND THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION 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 ANY LOT OTHER THAN THE SINGLE-FAMILY DWELLING; NOT TO EXCEED TWO (2) STORIES IN HEIGHT AND AN ATTACHED GARAGE FLOOR AND A STORAGE BUILDING NOT TO EXCEED ONE STORY IN HEIGHT AND 160 SQUARE FEET OF FLOOR AREA. SAID STORAGE BUILDING TO THE DESIGN AND EXTERIOR MATERIALS OF THE DWELLING. NO METAL STORAGE BUILDING OR DETACHED GARAGES ARE PERMITTED TO THE DESIGN AND EXTERIOR MATERIALS OF THE DWELLING.
2. NO BUILDING SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE BUILDER'S CONSTRUCTION PLAN, SPECIFIED IN THE ARCHITECTURAL CONTROL COMMITTEE AS TO THE ACCEPTABILITY AND QUALITY OF WORKMANSHIP AND AS TO THE HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES AND AS TO LOCATION WITH RESPECT TO TOPOGRAPHY AND MATERIALS, HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES AND AS TO LOCATION WITH RESPECT TO ANY STREET NEARER TO ANY LOT NEARER TO ANY STREET THAN THE MINIMUM DISTANCE PROVIDED IN COVENANT NO. 14.

CURVE				
CURVE No	LOCATION	DELTA	TANGENT	RI
1	IN. OUT.	86°	206.68' 230.00' 253.31'	22 24 27
2	IN. OUT.	56° 50'	186.48' 200.00' 213.52'	34 36 39
3	IN. OUT.	34°19' 40"	92.28' 100.00' 107.72'	29 32 37
4	IN. OUT.	34°01' 57"	102.35' 110.00' 117.68'	33 36 39
5	IN. OUT.	60° 06' 42"	103.53' 118.00' 132.46'	17 21 22
6	IN. OUT.	44 43' 12"	39.72' 50.00' 60.28'	91 94 14

- BL. BUILDING LINE
- UD. UTILITY & DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- CH. CHORD DISTANCE
- ARC. ARC DISTANCE
- 21.545 SQ. FOOTAGE OF LOT
- R. RADIAL
- O. IRON DOWEL
- 4x4 PRECAST CONC. MONUMENT

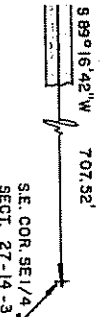
WE THE UNDERSIGNED, MILROD L. DIAZ, PRESIDENT, AND ARMANDO C. DIAZ, SECRETARY-TREASURER, OFFICERS OF A. O. DIAZ, INC., OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAY OFF, PLAT AND SUBDIVIDE SAID REAL ESTATE WITH THE PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "THE VILLAS II-THIRD SECTION", IN WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA. ALL STREETS, ALLEYS, AND PUBLIC OPEN SPACES SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO INDIANA. FRONT BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT, BETWEEN WHICH LINES AND PROPERTY LINE STREETS THERE SHALL BE ERECTED OR MAINTAINED NO BUILDING OR STRUCTURE. THE STRIPS OF GROUND SHOWN ON THIS PLAT, "MEASUREMENT" ARE RESERVED FOR THE USE OF THE PUBLIC UTILITIES FOR THE INSTALLATION OF WATER AND SEWER MAINS, Poles LINES AND WIRES, DRAINAGE FACILITIES SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENT HEREIN. IN ADDITION A SEVEN AND ONE HALF FOOT DRAINAGE EASEMENT IS RESERVED ON BOTH SIDES OF SIDE LOT LINES. NO PERMANENT STRUCTURES ARE TO BE ERECTED OR MAINTAINED UPON SAID STRIPS OF LAND, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES, AND THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION.

THE LOTS IN THE SUBDIVISION AND THE USE OF THE LOTS IN THIS SUBDIVISION BY PRESENT AND FUTURE OWNERS OR OCCUPANT 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 THE SINGLE-FAMILY DWELLING, NOT TO EXCEED TWO (2) STORIES IN HEIGHT AND AN ATTACHED GARAGE FOR AND A STORAGE BUILDING NOT TO EXCEED ONE STORY IN HEIGHT AND 160 SQUARE FEET OF FLOOR AREA, SAID STORAGE BUILDING 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, SPECIFICALLY PLAN HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO THE ACCEPTABILITY AND QUALITY OF WORKMANSHIP MATERIALS, HARMONY OF EXTERIOR DESIGN WITH EXISTING STRUCTURES AND AS TO LOCATION WITH RESPECT TO TOPOGRAPHY AND ELEVATION, NO FENCE OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT NEARER TO ANY STREET THAN THE MINIMUM 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 PORCHES AND GARAGES SHALL BE NOT LESS THAN 1200 SQUARE FEET FOR A ONE STORY DWELLING; NOT LESS THAN 900 SQUARE FEET DWELLING OF MORE THAN ONE STORY.

4. ALL HOUSE EXTERIORS SHALL BE OF BRICK, STONE, CEDAR OR A COMBINATION THEREOF.

INDIANA CITIES WATER
CORP. EASE. O.R. 206
PAGE 679



5. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE OR NEARER TO THE LINE THAN THE MINIMUM BUILDING SETBACK LINES SHOWN ON THE RECORDED PLAT. IN ANY EVENT, SHALL BE LOCATED ON ANY LOT NEARER THAN 35 FEET TO THE FRONT LOT LINE, OR NEARER THAN 10 FEET TO THE SIDE STREET LINE. NO BUILDING SHALL BE LOCATED NEARER THAN 10 FEET TO AN INTERIOR LOT LINE FOR PURPOSES OF THIS COVENANT; EAVES, STEPS, AND OPEN PORCHES SHALL NOT BE CONSIDERED AS A BUILDING, PROVIDED HOWEVER, THAT THIS SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF A LOT TO ENCRoACH UPON ANOTHER LOT.
6. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, MOAT, BASEMENT, TENT, SHACK, GARAGE, OTHER OUTBUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR SHALL A PARTIALLY COMPLETED DWELLING BE PERMITTED.
7. OBSTRUCTIONS SHALL NOT BE PLACED IN, NOR BE PERMITTED TO REMAIN IN AREAS DESIGNATED EASEMENTS. THESE AREAS SHALL BE PRESERVED AND MAINTAINED AS DRAINAGE EASEMENT ON THE GENERAL DEVELOPERMENT PLAN, OR FILED WITH THE JOHNSON COUNTY PLAN COMMISSION.

STATE OF INDIANA)
COUNTY OF JOHNSON) S.S.:

MILROD L. DIAZ, PRESIDENT
ARMANDO C. DIAZ, SECRETARY-TREASURER

WE, MILROD L. DIAZ, PRESIDENT, AND ARMANDO C. DIAZ, SECRETARY-TREASURER, OFFICERS OF A. O. DIAZ, DO HEREBY CERTIFY THAT WE ARE THE AGENTS OF THE OWNERS OF THE PROPERTY DESCRIBED IN THE ABOVE AS AS SUCH AGENTS WE HAVE CAUSED THE SAID ABOVE DESCRIBED PROPERTY TO BE SURVEYED AND SUBDIVIDED AS HEREIN DRAWN PLAT, AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.

STATE OF INDIANA)
COUNTY OF JOHNSON) S.S.:

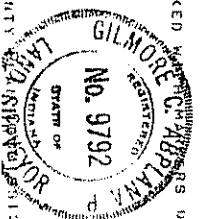
I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT MILROD L. DIAZ, PRESIDENT, AND ARMANDO C. DIAZ, SECRETARY-TREASURER, OF A. O. DIAZ & CO., INC., KNOWN TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE ABOVE CERTIFICATE APPEARED BEFORE ME IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED THE ABOVE CERTIFICATE AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D., 1979.
MY COMMISSION EXPIRES: _____

RESIDENT OF _____ NOTARY PUBLIC
COUNTY _____

STATE OF INDIANA)
COUNTY OF JOHNSON) S.S.:

I, GILMORE C. ARPLANALP, HEREBY CERTIFY THAT I AM A LAWYER REGISTERED IN COMPLIANCE WITH THE STATE OF INDIANA, AND I DO HEREBY FURTHER CERTIFY THAT I HAVE SURVEYED THE HOPEFULLY DESCRIBED REAL PROPERTY AND THAT I HAVE SUBDIVIDED THE SAME INTO BLOCKS AND LOTS AS SHOWN ON THE HEREIN DRAWN PLAT CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION.

ALL LOT CORNERS WILL BE MARKED _____ DIMENSIONS ARE IN FEET AND DECIMALS



Gilmore C. Arplanalp
GILMORE C. ARPLANALP
NOTARY PUBLIC
FEBRUARY 1, 1979

RECORDED IN THE JOHNSON COUNTY RECORDS IN ACCORDANCE WITH THE SUBDIVISIONS CONTROL ACT

THE VILLAS II -- THIRD SECTION

We, the undersigned, Eugene Duran, President, and John M. Yeager, Secretary-Treasurer, Officers of Devlan, 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-THIRD 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 this subdivision.

The lots in this 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 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 purpose 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 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.

(Continued)

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, designated, 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-surfaced.
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 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 owner 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. Invalidity 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 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 from 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.