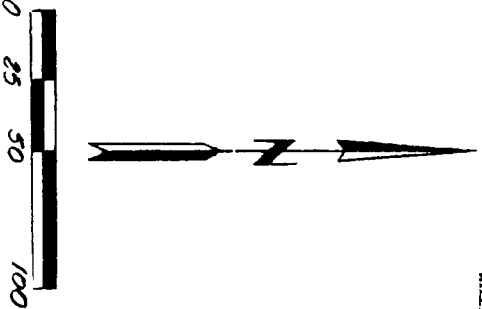
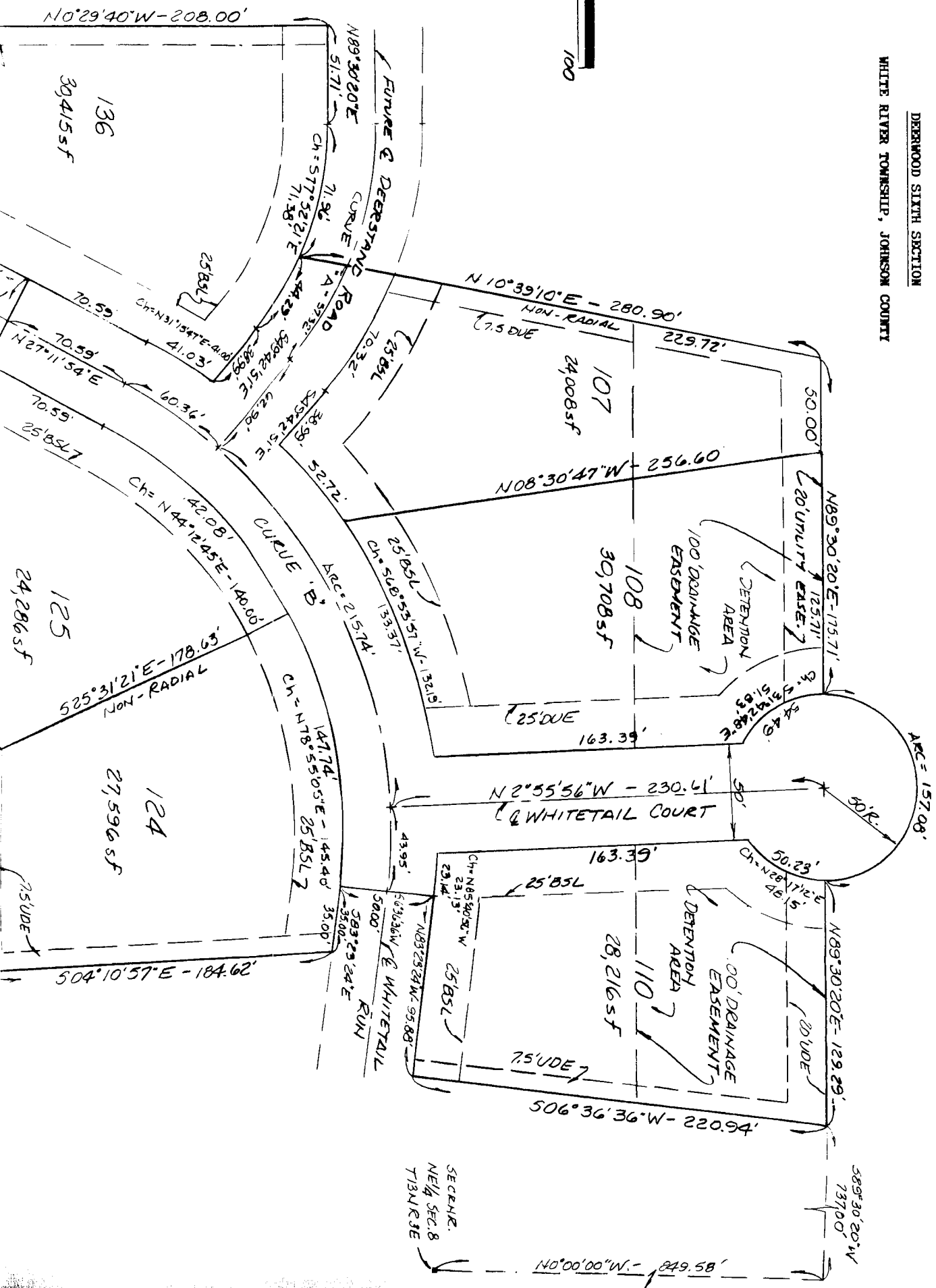


C-484A

DERWOOD SIXTH SECTION
WHITE RIVER TOWNSHIP, JOHNSON COUNTY

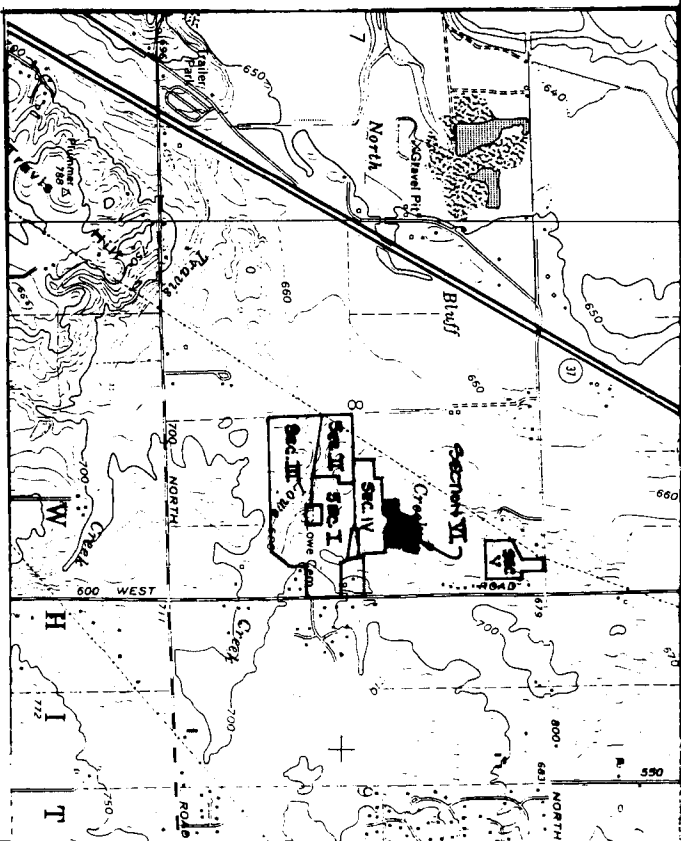
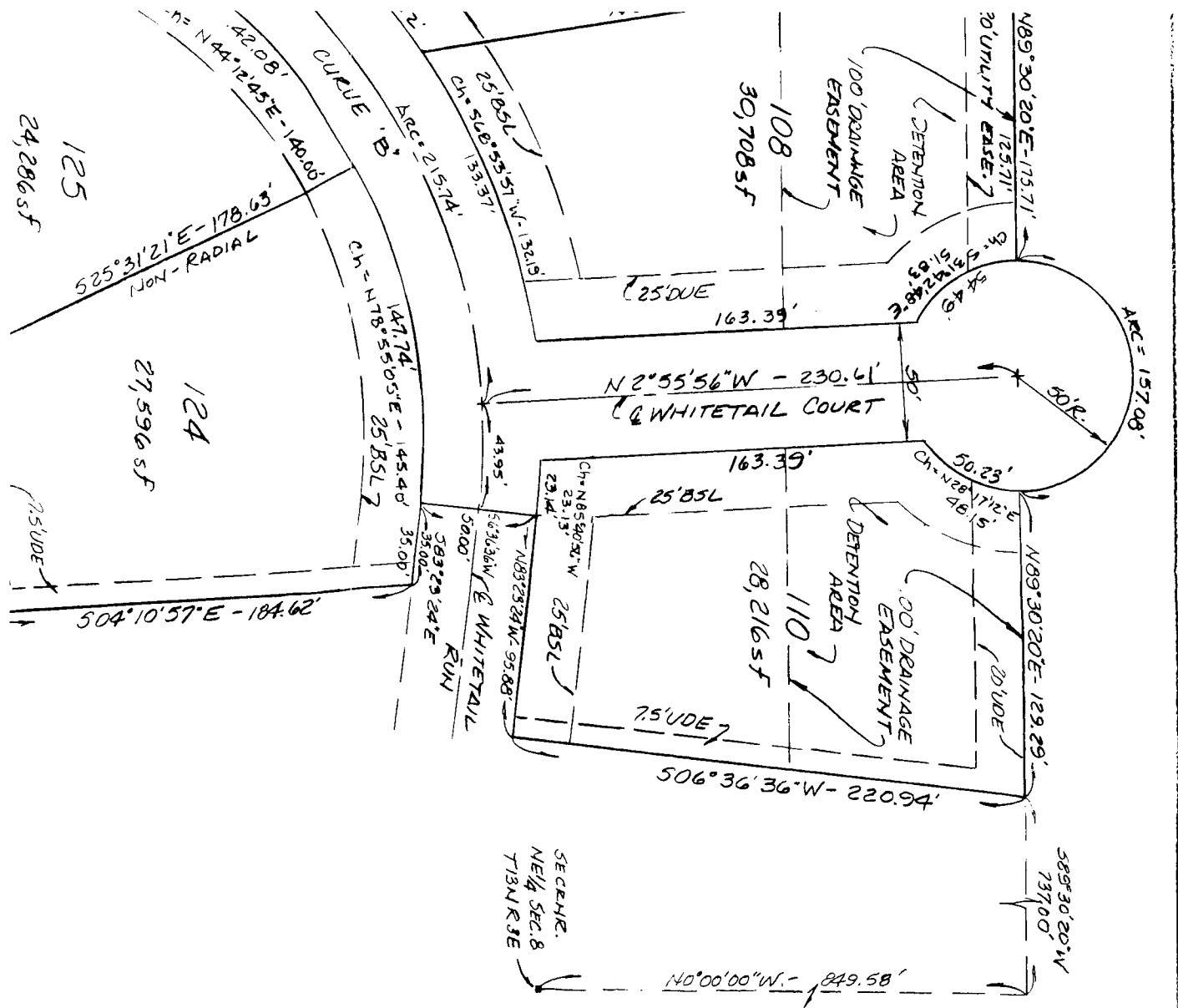


PC/C slide 484 (II)



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SEC. 24
 NE 1/4 SEC. 8
 T13N R. 3E



SEC. 8
NE 1/4 SEC. 8
T13N R. 3E

CURVE DATA

CURVE	LOCATION	DELTA	TANGENT	RADIUS	LENGTH	CHORD
"A"	Inside	40° 46' 49"	60.71'	165.32'	116.25'	113.81'
"A"	Outside	"	70.00'	189.32'	134.04'	131.23'
"B"	Inside	59° 24' 43"	79.29'	213.32'	151.83'	148.65'
"B"	Outside	"	165.69'	239.23'	289.82'	272.42'
"B"	Inside	"	185.00'	264.23'	300.10'	300.88'
"B"	Outside	"	200.32'	289.23'	350.39'	329.35'

LEGAL DESCRIPTION

I, the undersigned do hereby certify that the attached plat is a true and correct representation of a part of the Northeast quarter of Section 8, Township 13 North, Range 3 East of the Second Principal Meridian, White River Township, Johnson County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said quarter section; thence North 0 degrees 00 minutes 00 seconds West (assumed bearing) on and along the East line thereof a distance of 849.56 feet; thence South 89 degrees 30 minutes 20 seconds West a distance of 757.00 feet to the Point of Beginning; thence South 06 degrees 36 minutes 36 seconds West a distance of 220.94 feet; thence North 83 degrees 23 minutes 24 seconds West a distance of 95.88 feet; thence South 06 degrees 36 minutes 36 seconds West a distance of 50.00 feet; thence

SECTION
NE 1/4 SEC. 8
T13N R3E



CURVE DATA

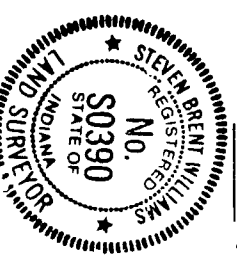
CURVE	LOCATION	DELTA	TANGENT	RADIUS	LENGTH
"A"	Inside	40° 46' 49"	60.71'	163.32'	116.25'
"A"	Outside	"	70.00'	188.32'	134.04'
"B"	Inside	69° 24' 41"	165.69'	239.23'	289.82'
"B"	Outside	"	200.32'	289.23'	350.39'

LEGAL DESCRIPTION

I, the undersigned do hereby certify that the attached plat is a true and correct representation of a part of the Northeast quarter of Section 8, Township 13 North, Range 3 East of the Second Principal Meridian, White River Township, Johnson County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said quarter section; thence North 0 degrees 00 minutes 00 seconds West (assumed bearing) on and along the East line thereof a distance of 849.58 feet; thence South 89 degrees 30 minutes 20 seconds West a distance of 737.00 feet to the Point of Beginning; thence South 06 degrees 36 minutes 36 seconds West a distance of 220.94 feet; thence North 83 degrees 23 minutes 24 seconds West a distance of 95.88 feet; thence South 05 degrees 36 minutes 36 seconds West a distance of 50.00 feet; thence South 83 degrees 23 minutes 24 seconds East a distance of 35.00 feet; thence South 04 degrees 10 minutes 57 seconds East a distance of 184.62 feet; thence South 89 degrees 30 minutes 20 seconds West a distance of 117.10 feet; thence South 64 degrees 29 minutes 52 seconds West a distance of 113.96 feet; thence North 64 degrees 23 minutes 51 seconds West a distance of 162.20 feet; thence South 27 degrees 11 minutes 54 seconds West a distance of 50.01 feet; thence South 89 degrees 30 minutes 20 seconds West a distance of 109.63 feet; thence North 0 degrees 29 minutes 40 seconds East a distance of 208.00 feet; thence Southeasterly on and along a curve to the right an arc distance of 71.96 feet, with a radius of 163.32 feet and a chord bearing and distance of South 77 degrees 52 minutes 21 seconds East a distance of 71.38 feet; thence North 10 degrees 39 minutes 10 seconds East a distance of 280.90 feet; thence North 89 degrees 30 minutes 20 seconds East a distance of 129.29 feet to the Point of Beginning containing 4.714 acres, more or less, subject however to all legal rights-of-way and easements of record.

Certified this 2nd day of January, 1990.



Steven B. Williams
Steven B. Williams, L.S. No. S 0390

PC/C Side 484 (F)

DEERWOOD - SIXTH SECT

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 3734 in Book 32 Page 250 on May 4, 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.

... .. back garage barn

and no part thereof, except as shown on the plat, "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 5 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.
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.

C-484B

24 (F)

DEERWOOD - SEVENTH SECTION

RESTRICTIVE COVENANTS

ASSOCIATES, by its duly authorized... attached described real estate...

ated as "Deerwood, First Section"

are hereby dedicated to public use.

and Drainage Strips" shown on the... including transportation companies, sewers, drains, ducts, lines and wires.

se Easement" which are hereby reserved... Purchasers of lots in this...

d future owners or occupants shall be... which shall run with the land.

es and no building shall be... detached single family dwelling...

he ground floor area of the... garages, shall be not less than...

the front lot line or nearer the... es as shown on the recorded plat...

are placed on each lot or common... embodied in a document forming a...

any lot until the construction... of the structure have been approved...

three members, appointed by the... representative to act for it. In...

approval as required in these... tee or its designated repre-

Committee, and wherein the opinion... ally from the appearance and value...

on upon any lot nor shall anything... or nuisance to the neighborhood.

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.

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 subdivision 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.

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 recorded.

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.

WITNESS MY HAND AND SEAL THIS 13th DAY OF APRIL, 1990

DANIEL R. NICHOLS AND ASSOCIATES

Daniel R. Nichols, Partner

STATE OF INDIANA) SS: COUNTY OF JOHNSON)

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 13th day of April, 1990 MY COMMISSION EXPIRES 5/5/93

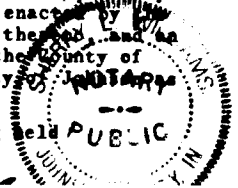
SHEARY L. WILLIAMS

Under authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly State of Indiana, and all acts amendatory thereof, and an ordinance adopted by the Board of County Commissioners of the County of Johnson, Indiana, this plat was given approval by the County of Johnson as follows:

APPROVED by the Johnson County Plan Commission at a meeting FEB. 25, 1990

[Signature]

[Signature]



LEGAL DESCRIPTION

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

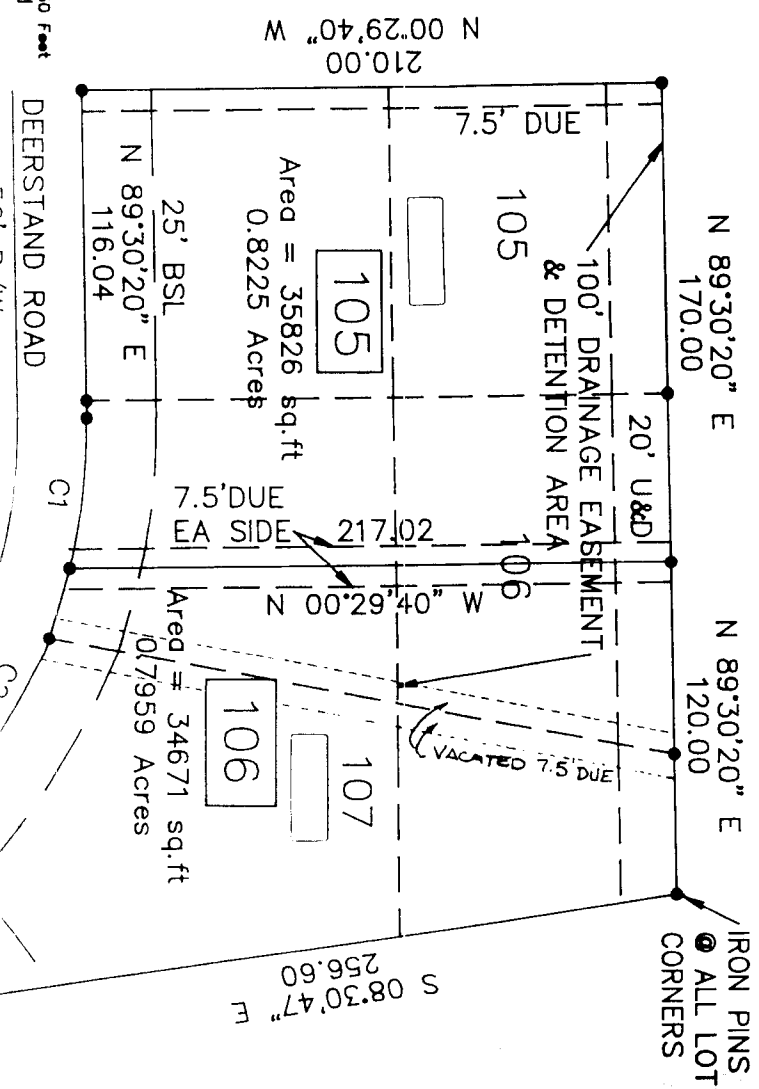
I, Steven B. Williams, hereby certify that I am a Registered Professional Land Surveyor in the State of Indiana; that this plat correctly represents a survey completed by me on 12-4-95 1995, that all monuments shown thereon actually exist, and that their location, size, type and material are accurately shown; and that the computed error of closure of the boundary survey is not more than one foot in the ten thousand feet; and that this plat complies with provisions of the Subdivision Ordinance.

Steven B. Williams
 Steven B. Williams
 Registered Land Surveyor No. S0090
 Date: 12-4-95



- NOTES:**
1. No structures are allowed in the designated Drainage Easements and Detention Area.
 2. Sample Plot Plans showing septic system and house locations on these lots are on file at the Office of the Johnson County Health Department.

REPLAT OF LOT NOS. 105, 106 & DEERWOOD SECTION NO. (687)



THIS PLAT SHALL BE SUBJECT TO THE RESTRICTIVE COVENANTS FOR DEERWOOD SIXTH SECTION AND DEERWOOD SEVENTH SECTION AS RECORDED IN PLAT CABINET "C", PAGE 484B AND "C", PAGE 561B, RESPECTIVELY.

LAND SURVEYOR'S CERTIFICATE

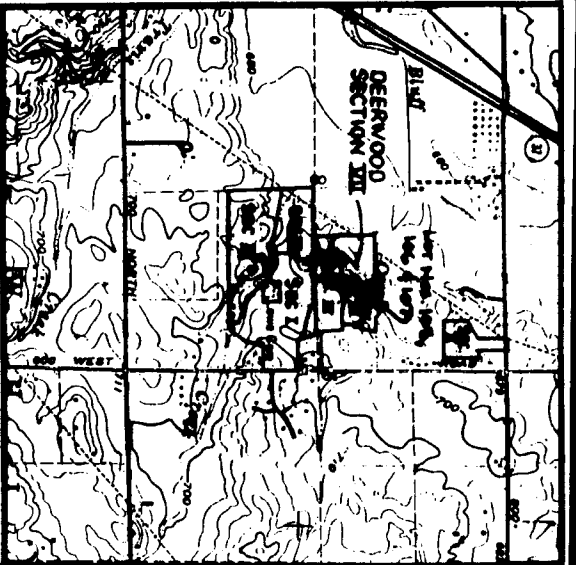
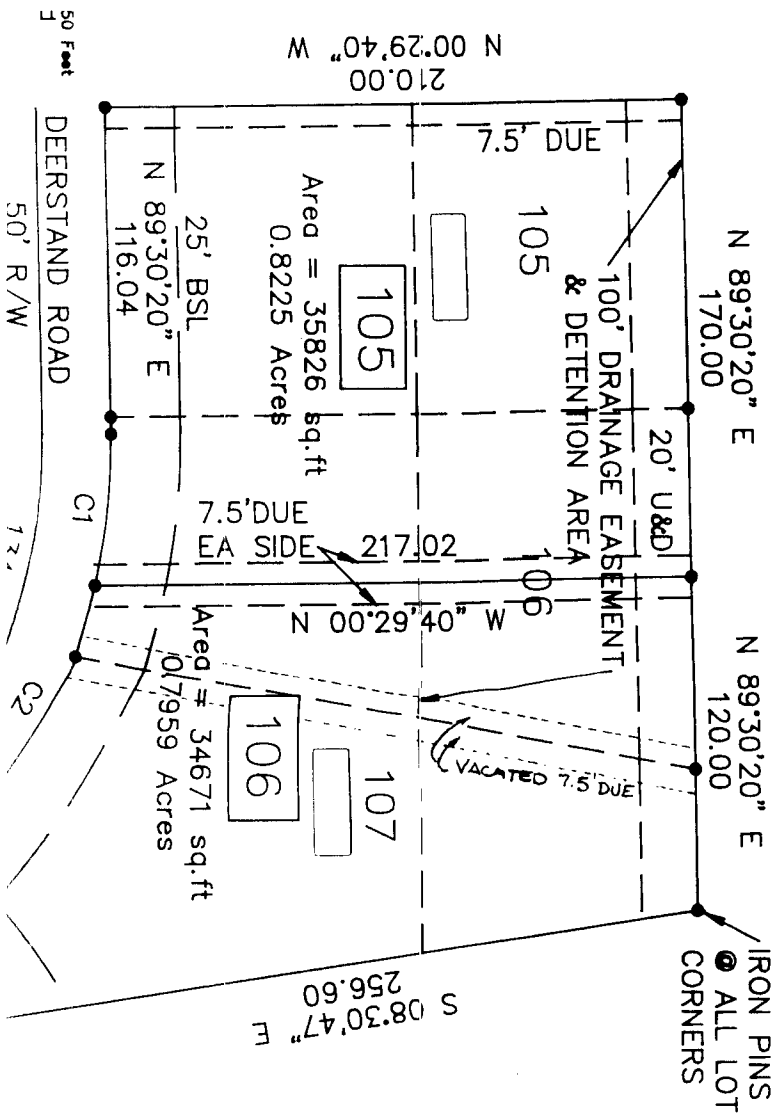
I, Steven B. Williams, hereby certify that I am a Registered Professional Land Surveyor in the State of Indiana; that this plat correctly represents a survey completed by me on 12-4-95 1995, that all monuments shown thereon actually exist, and that their location, size, type and material are accurately shown; and that the computed error of closure of the boundary survey is not more than one foot in the ten thousand feet; and that this plat complies with provisions of the Subdivision Ordinance.

Steven B. Williams
Registered Land Surveyor No. S0090
Date: 12-4-95



SECTION NOS. 105, 106 & 107

SECTION NO. (687)



We, the undersigned, owners of the real estate shown and described hereon, do hereby say that the subdivisions and plat shown in compliance with the Statute.

Witness my right hand and seal this 25th day of August, 1995
David R. Hedges, General Farmer
Name: David R. Hedges
Title: General Farmer

STATE OF INDIANA }
COUNTY OF ROSSBORO } ss:

Before me, the undersigned Notary Public, in and for Indiana County, Indiana, Indiana County, Indiana, do hereby certify that the foregoing instrument is a true and correct copy of the original instrument as presented to me, and that the same was duly executed by the parties thereto on the 25th day of August, 1995.

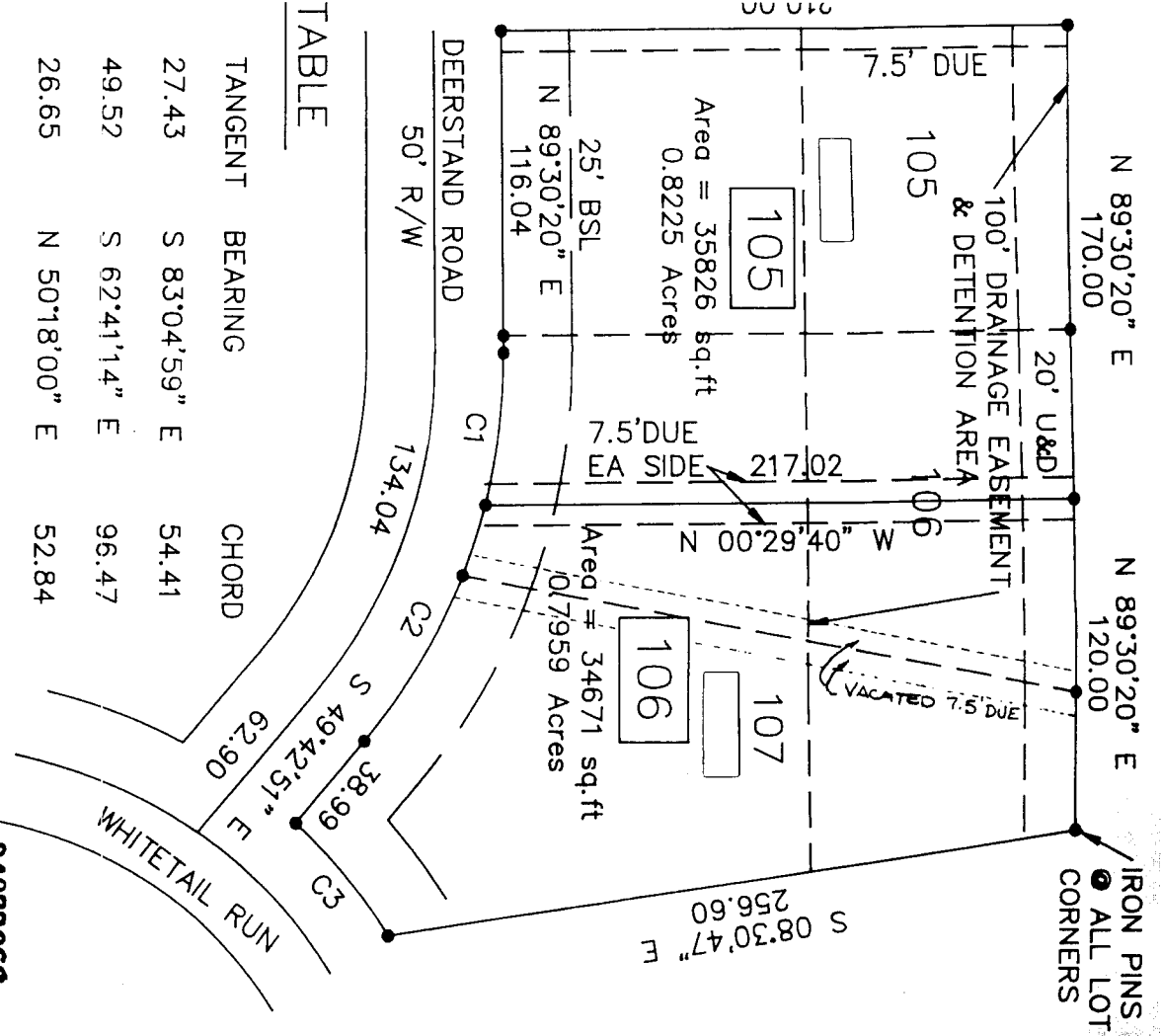
My commission expires: Sept. 25, 1998
Phaedra W. Cobb
Notary Public
Name: Phaedra W. Cobb
Notary typed or written

CERTIFICATE OF APPROVAL

After having given public notice of time, place and nature of hearing on the application for primary approval of this subdivision by the publication in the daily journal more than ten days before the date of hearing, under authority provided by Chapter 136, Act 1 of 1957, enacted by the Indiana General Assembly, and all necessary supplemental and amendatory charters, this plat given primary approval by a majority of the members of the Indiana County Plat Commission at a meeting held on the 12th day of August, 1995.

Phaedra W. Cobb
Phaedra W. Cobb

SECTION NO. (687)



TANGENT	BEARING	CHORD
27.43	S 83°04'59" E	54.41
49.52	S 62°41'14" E	96.47
26.65	N 50°18'00" E	52.84

Approved for Approval by Director of Planning and Zoning

 OFFICE RECEIVED BY COUNTY ASSESSOR: *Charles Coates*
 94022060
 RECEIVED FOR RECORD THIS 18th day of August 1984
 12:47 PM



Witness my hand and seal this 25th day of August 1984

STATE OF INDIANA }
 COUNTY OF JOHNSON }
 My commission expires Sept. 25, 1985

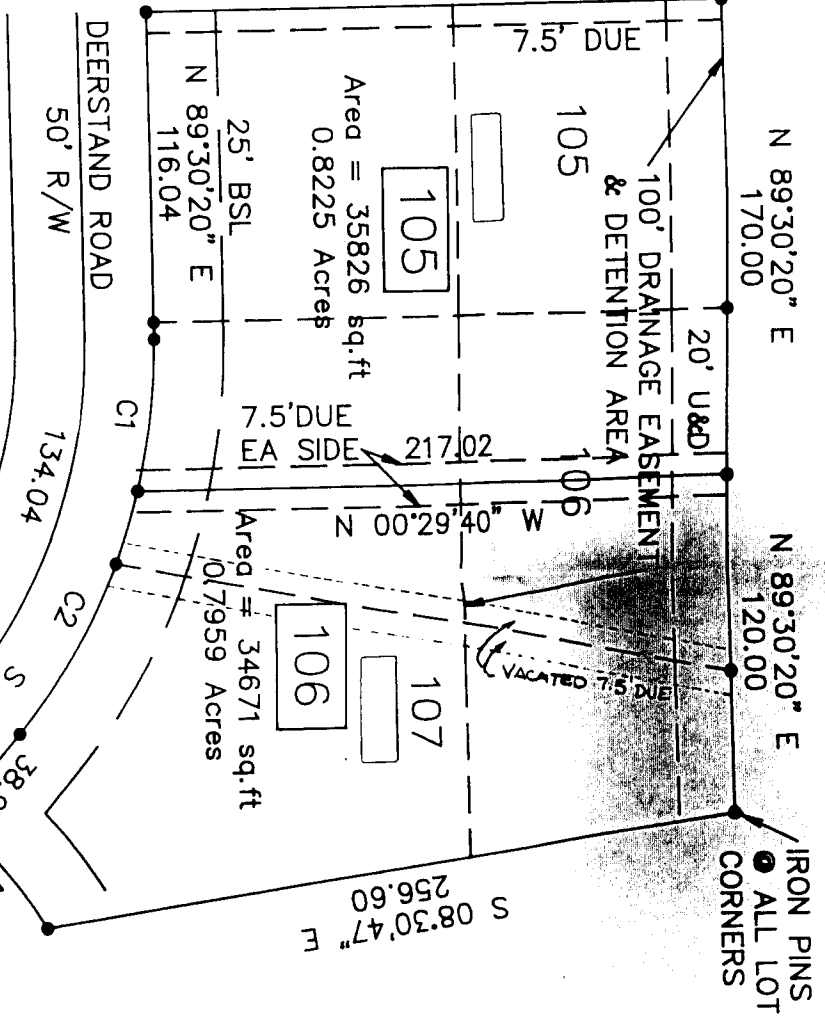
After having given public notice of time, place and nature of hearing on the application for primary approval of this subdivision by the publication in the daily newspaper then and there published by the date of hearing, the Indiana General Assembly, and all acts of 1987, enacted by the Indiana General Assembly, and all acts, orders, resolutions, and amendments thereto, this plat given primary approval by a majority of the members of the Johnson County Planning Commission at a meeting held on _____ day of _____ 1984.

Under authority provided by Chapter 47, Article 15, of the Indiana General Assembly, State of Indiana, this plat given approval by the Board of County Commissioners of Johnson County, Indiana, at a meeting held on _____ day of _____ 1984.

Partially approved by Johnson County Planning Board on January 27, 1984.
 Approved by the Johnson County Health Department in accordance with the Subdivision Control Ordinance.

DEERWOOD SECTION NO. (687)

THIS PLAT SHALL BE SUBJECT TO THE RESTRICTIVE COVENANTS FOR DEERWOOD SIXTH SECTION AND DEERWOOD SEVENTH SECTION AS RECORDED IN PLAT CARNET 'C', PAGE 448 AND 'C', PAGE 541E, RESPECTIVELY.



CURVE TABLE

CURVE DELTA	RADIUS	ARC	TANGENT	BEARING	CHORD
C1	14'39'19"	213.32	27.43	S 83°04'59" E	54.41
C2	26'08'13"	213.32	49.52	S 62°41'14" E	96.47
C3	15'09'22"	200.32	26.65	N 50°18'00" E	52.84

Recommended for Approval by Director of Planning and Zoning
 Approved for Approval by County Assessor
 94022960
 RECEIVED FOR RECORD THIS 18th day of FEBRUARY 1998 and recorded in Plat Book 100, Page 290
 CHIEF CLERK
 COUNTY OF DEERWOOD, MISSOURI



NOTA