

\$ 19.00

Pages 1

IMAGE COPY PROPERTY OF

FLAT

1996-135882

Instrument Number

Subdivision/HFR Deer Ridge Sec 2

Legal Description PT OF the SW Quarter OF SE Quarter
OF Sec 29 Twp 17 N-RANGE 5 E. OF the
Second Principal Meridian LAWRENCE TWP
Owner CARL L. CLARK HARISON COUNTY

Cross Reference

1996-135882

DMD/VOID STAMP	<u>✓</u>
LAND SURVEYOR	<u>✓</u>
TOWNSHIP	<u>✓</u>
AUDITOR	<u>✓</u>
NOTARY	<u>✓</u>

LICENSE ONLY. NOT FOR RESALE. IC 36-2-10

Declaration

Other

Township LAWRENCE

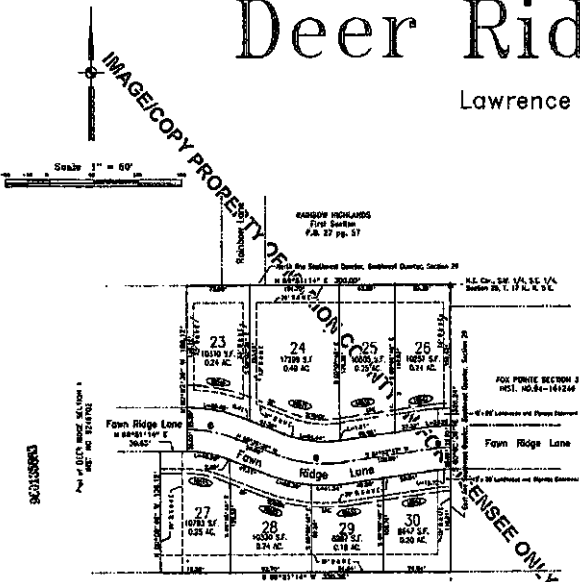
Microfilm:
8 copies
1 blow up

Pick Up:

Evergreen Planner
353-6161

Deer Ridge - Section 2

Lawrence Township, Marion County, Indiana



FOR APPROVAL
 I hereby certify that the above plat is correct and conforms to the provisions of the laws of the State of Indiana relating to the recording of such plats.

RECORDED
 MAR 10 1925

Notary Public
 Marion County, Indiana

CURVE TABLE

1/4	1/2	3/4	1	1 1/4	1 1/2	1 3/4	2
1.5708	3.1416	4.7124	6.2832	7.8540	9.4248	10.9956	12.5664
0.1591	0.3182	0.4773	0.6364	0.7955	0.9546	1.1137	1.2728

Legend

52 of Section
 1176 of Acres & Square Feet
 of Acres
 11.99
 1.1137
 1.1137

DEED BOOK

The undersigned, L.E. H. Fox, of Lawrence Township, Marion County, Indiana, do hereby certify that the above plat is correct and conforms to the provisions of the laws of the State of Indiana relating to the recording of such plats.

The foregoing plat shall be taken and recorded as their State Section 2.

All matters in (a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (ab) (ac) (ad) (ae) (af) (ag) (ah) (ai) (aj) (ak) (al) (am) (an) (ao) (ap) (aq) (ar) (as) (at) (au) (av) (aw) (ax) (ay) (az) (ba) (bb) (bc) (bd) (be) (bf) (bg) (bh) (bi) (bj) (bk) (bl) (bm) (bn) (bo) (bp) (bq) (br) (bs) (bt) (bu) (bv) (bw) (bx) (by) (bz) (ca) (cb) (cc) (cd) (ce) (cf) (cg) (ch) (ci) (cj) (ck) (cl) (cm) (cn) (co) (cp) (cq) (cr) (cs) (ct) (cu) (cv) (cw) (cx) (cy) (cz) (da) (db) (dc) (dd) (de) (df) (dg) (dh) (di) (dj) (dk) (dl) (dm) (dn) (do) (dp) (dq) (dr) (ds) (dt) (du) (dv) (dw) (dx) (dy) (dz) (ea) (eb) (ec) (ed) (ee) (ef) (eg) (eh) (ei) (ej) (ek) (el) (em) (en) (eo) (ep) (eq) (er) (es) (et) (eu) (ev) (ew) (ex) (ey) (ez) (fa) (fb) (fc) (fd) (fe) (ff) (fg) (fh) (fi) (fj) (fk) (fl) (fm) (fn) (fo) (fp) (fq) (fr) (fs) (ft) (fu) (fv) (fw) (fx) (fy) (fz) (ga) (gb) (gc) (gd) (ge) (gf) (gg) (gh) (gi) (gj) (gk) (gl) (gm) (gn) (go) (gp) (gq) (gr) (gs) (gt) (gu) (gv) (gw) (gx) (gy) (gz) (ha) (hb) (hc) (hd) (he) (hf) (hg) (hh) (hi) (hj) (hk) (hl) (hm) (hn) (ho) (hp) (hq) (hr) (hs) (ht) (hu) (hv) (hw) (hx) (hy) (hz) (ia) (ib) (ic) (id) (ie) (if) (ig) (ih) (ii) (ij) (ik) (il) (im) (in) (io) (ip) (iq) (ir) (is) (it) (iu) (iv) (iw) (ix) (iy) (iz) (ja) (jb) (jc) (jd) (je) (jf) (jg) (jh) (ji) (jj) (jk) (jl) (jm) (jn) (jo) (jp) (jq) (jr) (js) (jt) (ju) (jv) (jw) (jx) (jy) (jz) (ka) (kb) (kc) (kd) (ke) (kf) (kg) (kh) (ki) (kj) (kk) (kl) (km) (kn) (ko) (kp) (kq) (kr) (ks) (kt) (ku) (kv) (kw) (kx) (ky) (kz) (la) (lb) (lc) (ld) (le) (lf) (lg) (lh) (li) (lj) (lk) (ll) (lm) (ln) (lo) (lp) (lq) (lr) (ls) (lt) (lu) (lv) (lw) (lx) (ly) (lz) (ma) (mb) (mc) (md) (me) (mf) (mg) (mh) (mi) (mj) (mk) (ml) (mm) (mn) (mo) (mp) (mq) (mr) (ms) (mt) (mu) (mv) (mw) (mx) (my) (mz) (na) (nb) (nc) (nd) (ne) (nf) (ng) (nh) (ni) (nj) (nk) (nl) (nm) (nn) (no) (np) (nq) (nr) (ns) (nt) (nu) (nv) (nw) (nx) (ny) (nz) (oa) (ob) (oc) (od) (oe) (of) (og) (oh) (oi) (oj) (ok) (ol) (om) (on) (oo) (op) (oq) (or) (os) (ot) (ou) (ov) (ow) (ox) (oy) (oz) (pa) (pb) (pc) (pd) (pe) (pf) (pg) (ph) (pi) (pj) (pk) (pl) (pm) (pn) (po) (pp) (pq) (pr) (ps) (pt) (pu) (pv) (pw) (px) (py) (pz) (qa) (qb) (qc) (qd) (qe) (qf) (qg) (qh) (qi) (qj) (qk) (ql) (qm) (qn) (qo) (qp) (qq) (qr) (qs) (qt) (qu) (qv) (qw) (qx) (qy) (qz) (ra) (rb) (rc) (rd) (re) (rf) (rg) (rh) (ri) (rj) (rk) (rl) (rm) (rn) (ro) (rp) (rq) (rr) (rs) (rt) (ru) (rv) (rw) (rx) (ry) (rz) (sa) (sb) (sc) (sd) (se) (sf) (sg) (sh) (si) (sj) (sk) (sl) (sm) (sn) (so) (sp) (sq) (sr) (ss) (st) (su) (sv) (sw) (sx) (sy) (sz) (ta) (tb) (tc) (td) (te) (tf) (tg) (th) (ti) (tj) (tk) (tl) (tm) (tn) (to) (tp) (tq) (tr) (ts) (tt) (tu) (tv) (tw) (tx) (ty) (tz) (ua) (ub) (uc) (ud) (ue) (uf) (ug) (uh) (ui) (uj) (uk) (ul) (um) (un) (uo) (up) (uq) (ur) (us) (ut) (uu) (uv) (uw) (ux) (uy) (uz) (va) (vb) (vc) (vd) (ve) (vf) (vg) (vh) (vi) (vj) (vk) (vl) (vm) (vn) (vo) (vp) (vq) (vr) (vs) (vt) (vu) (vv) (vw) (vx) (vy) (vz) (wa) (wb) (wc) (wd) (we) (wf) (wg) (wh) (wi) (wj) (wk) (wl) (wm) (wn) (wo) (wp) (wq) (wr) (ws) (wt) (wu) (wv) (ww) (wx) (wy) (wz) (xa) (xb) (xc) (xd) (xe) (xf) (xg) (xh) (xi) (xj) (xk) (xl) (xm) (xn) (xo) (xp) (xq) (xr) (xs) (xt) (xu) (xv) (xw) (xx) (xy) (xz) (ya) (yb) (yc) (yd) (ye) (yf) (yg) (yh) (yi) (yj) (yk) (yl) (ym) (yn) (yo) (yp) (yq) (yr) (ys) (yt) (yu) (yv) (yw) (yx) (yy) (yz) (za) (zb) (zc) (zd) (ze) (zf) (zg) (zh) (zi) (zj) (zk) (zl) (zm) (zn) (zo) (zp) (zq) (zr) (zs) (zt) (zu) (zv) (zw) (zx) (zy) (zz)

Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared L.E. H. Fox, of Lawrence Township, Marion County, Indiana, who acknowledged the execution of the foregoing plat and that he is the owner of the premises therein described.

Witness my signature and seal this 10th day of March, 1925.

Notary Public
 L.E. H. Fox
 Lawrence Township, Marion County, Indiana

Before me, a Notary Public in and for the State of Indiana, personally appeared L.E. H. Fox, who acknowledged the execution of the foregoing plat and that he is the owner of the premises therein described.

Witness my signature and seal this 10th day of March, 1925.

Notary Public
 L.E. H. Fox
 Lawrence Township, Marion County, Indiana

FILED

APPROVED THIS 10th DAY OF MARCH 1925

LAWRENCE TOWNSHIP, INDIANA

93-P-5

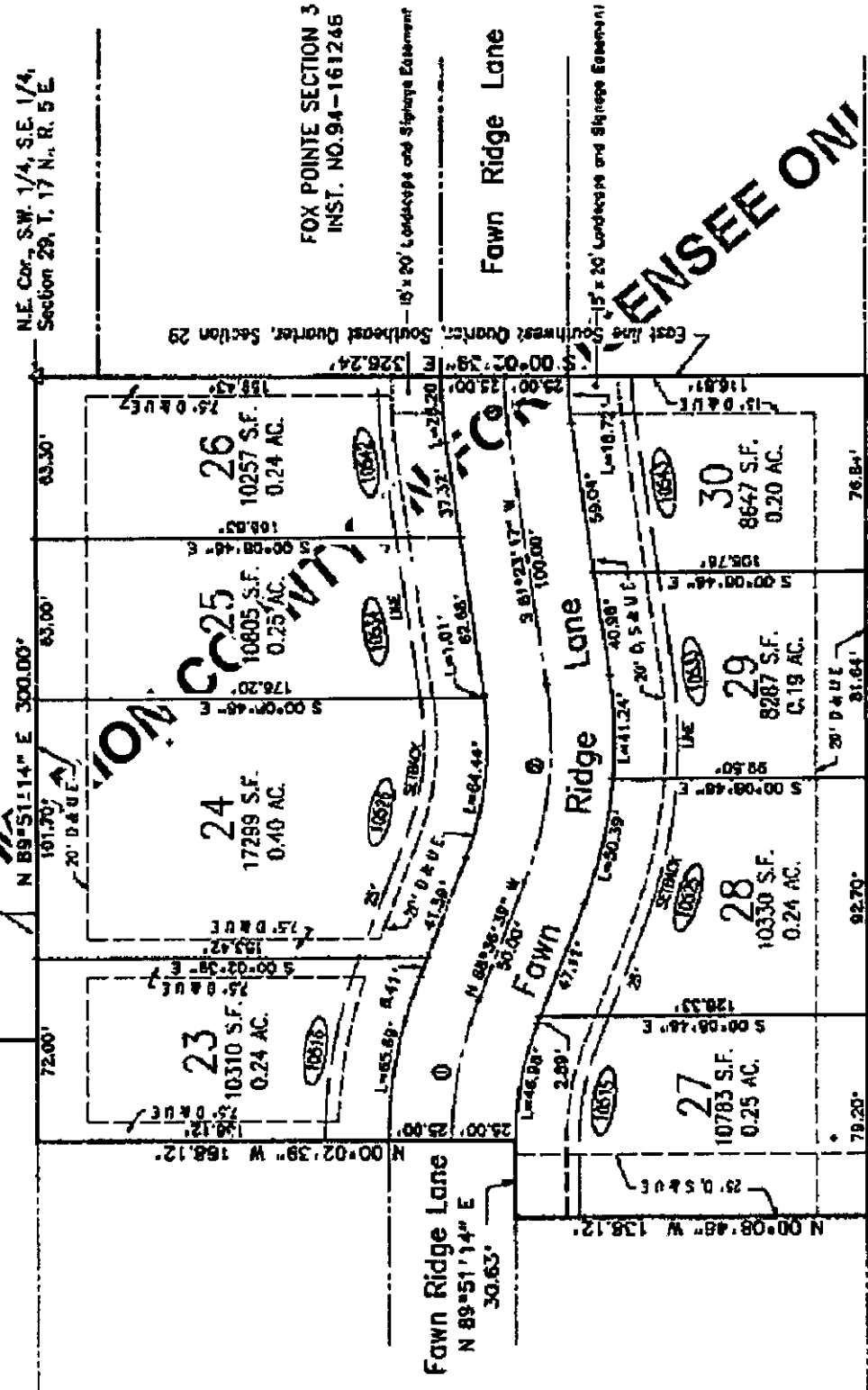
This Instrument Prepared by James H. Fox, L.E.

Evergreen
 124 SOUTH FRANKLIN ST., INDIANAPOLIS, INDIANA 46204
 317/863-6161 FAX 317/863-0964

Rainbo

North line Southwest Quarter, Southeast Quarter, Section 29

N.E. Cor., S.W. 1/4, S.E. 1/4,
Section 29, T. 17 N., R. 5 E



Plot of DEER RIDGE SECTION 1
INST. NO. 9246702

9246702

FOX POINTE SECTION 3
INST. NO. 94-161246

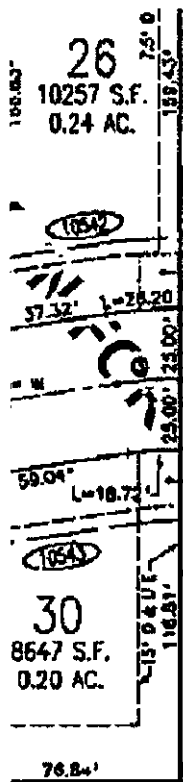
10' x 20' Landscape and Signage Easement

15' x 20' Landscape and Signage Easement

METRIC SUBPART	
PK HE	
VOID	

DEER RIDGE SECTION 2
LAND DESCRIPTION

Part of the Southwest Quarter of the Southeast Quarter of Section 29,
Tenth 17 North, Range 5 East of the Second Principal Meridian. Same as



**FOX POINTE SECTION 3
INST. NO. 94-161246**

Fawn Ridge Lane

WITNESSE ONLY - NO RECORD

FINAL APPROVAL PLAT COMMITTEE METROPOLITAN DEVELOPMENT COMMISSION DEPARTMENT OF METROPOLITAN DEVELOPMENT MARION COUNTY, INDIANA	
9-30 19 96	
PROPER PUBLIC NOTICE OF THE HEARING HAS BEEN PUBLISHED	
CHAIRMAN	<i>W. H. ...</i>
MEMBER	<i>James J. ...</i>
MEMBER	<i>Shelley J. ...</i>
MEMBER	<i>... ..</i>
MEMBER	<i>Shelley ...</i>
VOID UNLESS RECORDED BEFORE 10-30-96	

**DEER RIDGE SECTION 2
LAND DESCRIPTION**

Part of the Southwest Quarter of the Southeast Quarter of Section 28, Township 17 North, Range 5 East of the Second Principal Meridian, Lawrence Township, Marion County, Indiana and described as follows:

Beginning at a 5/8 inch re-bar found at the Northeast corner of the Southwest Quarter of the Southeast Quarter of said Section 28; thence South 00 degrees 02 minutes 39 seconds East (bearings are based on the plot of Deer Ridge Section 1, recorded as Inst. No. 9248702 in the Office of the Marion County Recorder) along the East line of said Southwest Quarter a distance of 328.24 feet (328.25 feet by deed); thence South 89 degrees 51 minutes 14 seconds West 330.38 feet to the Southeast corner of the above referenced plot of Deer Ridge Section 1, said point being marked by a 4" square concrete monument, the following three (3) cells being along the easterly side of said plot of Deer Ridge; thence North 00 degrees 08 minutes 46 seconds West 138.12 feet to a 4" square concrete monument; thence North 89 degrees 51 minutes 14 seconds East 30.63 feet to a 4" square concrete monument; thence North 00 degrees 02 minutes 39 seconds West parallel with the East line of the Southwest Quarter of said Southeast Quarter a distance of 188.12 feet to the North line of the Southwest Quarter of said Southeast Quarter; thence North 89 degrees 51 minutes 14 seconds East along said North line 300.00 feet to the point of beginning and containing 2.344 acres more or less.

This plot consists of eight (8) lots, numbered 23 through 30 inclusive, together with streets, easements and public ways as shown on the within plat.

Cross reference is hereby made to a survey recorded as Inst. No. 1954-0135882 in the Office of the Marion County Recorder on SEP 30 1996.

Subject to all legal easements and rights of way of record.

I, the undersigned hereby certify that the above descriptions to be true and correct to the best of my knowledge and belief.

WITNESS my hand and Registered Land Surveyors Seal this 24th day of September, 1996.

Arthur L. Koser
Arthur L. Koser
Registered Land Surveyor No. 50529



960135883

3. road
4. lot
5. any
6. temp
7. purp
8. eleva
9. exce
10. conc
11. utility
12. dedic
13. shall
14. conal

RECORDING
IC 36-2-7-10

arion County, Indiana

DEER RIDGE

The undersigned, L.D.G., Inc. an Indiana Corporation, (the Contract Buyer and the (Developer) and Carl L. Clark, # and Cheryl A. Clark, husband and wife, the contract Sellers of the real estate, described in the plat of Deer Ridge Section 2 does hereby lay off, plat and subdivide the same in accordance with the plat and description. Deer Ridge consists of 8 lots numbered 23 through 30 inclusive. The following restrictions, limitations and covenants are hereby imposed upon and shall run with the land contained in such plat.

The foregoing plat shall be known and designated as Deer Ridge Section 2.

All numbered lot (Lots) in this subdivision are reserved for residential purposes only.

1. There are front and rear building lines as shown on the plat and no structure or part thereof shall be erected or maintained between such building lines and the property lines of the lot. The minimum side yards of any lot would be an aggregate of 15 feet; provided, however, no side yard shall be less than 6 feet.
2. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than thirteen hundred (1300) square feet in the case of a one-story structure, nor less than seven hundred fifty (750) square feet in the case of a multiple story structure, provided no structure of more than one-story shall have less than an aggregate of thirteen hundred (1300) square feet of finished and livable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size.
3. No lot shall hereafter be subdivided into parcels for additional residential purposes.
4. No boat, trailer or camper of any kind shall be kept or parked upon said lot except within the garage, or other approved structure.
5. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
6. No trailer, shack, shed, tent or temporary building shall be used for a temporary or permanent residence on any lot in this addition and any garage, tool shed or detached storage building erected or used accessory to a residence in this addition shall be of a permanent type construction and conform to the general architecture and appearance of such residence.
7. No more than one building shall be erected or used for residential purposes on any lot in this addition.
8. No fence, wall hedge or shrub planting which obstructs site lines at elevations between 2' - 6" above the street shall be placed or permitted to remain within the triangular area formed by the street, property lines and a line connecting points 25 feet from the intersection of said street lines. The same site line limitation shall apply to any lot within 20 feet from the intersection of the street line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of site lines.
9. No animals, livestock or poultry shall be raised, bred or kept on any lot except that dogs, cats or other household pet may be kept provided that law

COM
MENT

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be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of site lines.

9. No animals, livestock or poultry shall be raised, bred or kept on any lot except that dogs, cats or other household pet may be kept provided that they are not kept, bred or maintained for any commercial purpose.

10. All driveway in the subdivision shall be paved with either asphalt or concrete.

11. There are strips of ground as shown on the plat marked drainage and / or utility easements which are reserved as easements for the use of the municipality in which this addition is located and public utility companies for the installation, maintenance, use, repair and removal of the sewers, water mains, gas mains, utility poles, wires and other facilities and utilities necessary or incident to the common welfare and the use and occupancy of residential purposes of the houses to be erected in this addition. No buildings or other structures except walks or driveways shall be erected or maintained upon, over, under or across any such utility strip for any use except as set forth herein and owners in this addition shall take title to the land contained in such utility strips subject to the perpetual easements hereby reserved.

12. Streets as designated on the plat if not heretofore dedicated are hereby dedicated to the public.

13. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenant, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provision of the subdivision control ordinance, 58-10-3, as amended, or any conditions attached to approval of this plat by the plat Committee.

14. An Architectural Review Committee is hereby created, which committee will consist of no less than one member. Said initial members of the Architectural Review Committee will be appointed jointly by the persons who have executed this plat. These people who have executed this plat will also have the right to replace the member or members of the Architectural Review Committee and to expand the membership of the Architectural Review Committee with rights of appointing additional members. In the event of the death, disability or resignation of the originally appointed member or members, the person or persons who have executed this plat will be authorized to select the successor or successors to fill the vacancies thereby created. A majority of the members of the committee will be authorized to determine whether the proposed structure plans and specifications show conformity and harmony of exterior design with existing structures of the development and whether the building and property set back lines are in conformity with the applicable plat requirements and these covenants, conditions and restrictions. The committee shall also undertake such other duties and responsibilities as may be assigned to it. No charges will be made to any purchaser of a lot for examination of plans or for giving approval for construction thereon. In the event the committee does not indicate in writing its approval or disapproval of plans submitted for its review within a period of fifteen calendar days after submission, the committee will be deemed to have approved such plans.

10-17



Action of the committee need not be at a formal meeting but may be evidenced informally in writing, signed by a majority thereof. Prior to construction of any structure upon a lot within this subdivision, the building plans, including plot plan, specification and plans for landscaping and any other data or information which may be requested by the committee must be submitted to the Architectural Review Committee for its approval.

15. The within covenants, limitations and restrictions shall run with the land and shall be binding on all parties and persons claiming under them. Such provisions shall be in full force and effect until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of the majority of the then owners of the lots it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

In testimony whereof, witness the signature of Owner and Declarant this 25th day of SEPT. 1996.

Carl L. Clark II
Carl L. Clark

DEVELOPER
L.D.G., Inc.

Cheryl A. Clark
Cheryl A. Clark

R.N. Thompson
By: R.N. Thompson
President
L.D.G., Inc., an Indiana Corporation

State of Indiana }
 } SS
County of Marion }

Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared R.N. Thompson, President of L.D.G., Inc., an Indiana Corporation and acknowledged the execution of this instrument as his voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 25th day of September 1996

David M. Campbell
Notary Public

Printed DAVID M. CAMPBELL
County of Residence: HAMILTON
My commission expires: JULY 23, 1997



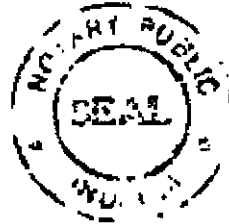
State of Indiana }
 } SS
County of Marion }

Witness my signature and seal this 25th day of September 1996

[Signature]
Notary Public

DAVID M. CAMPBELL

Printed
County of Residence: HAMILTON
My commission expires: June 23, 1997



State of Indiana }
County of Marion } SS

Before me, a Notary Public in and for the State of Indiana, personally appeared Carl L. Clark, who acknowledged the execution of this instrument.

Witness my signature and seal this 25th day of September 1996

[Signature]
Notary Public

DAVID M. CAMPBELL

Printed
County of Residence: HAMILTON
My commission expires: June 23, 1997



State of Indiana }
County of Marion } SS

Before me, a Notary Public in and for the State of Indiana, personally appeared Cheryl A. Clark, who acknowledged the execution of this instrument.

Witness my signature and seal this 25th day of September 1996

[Signature]
Notary Public

DAVID M. CAMPBELL

Printed
County of Residence: HAMILTON
My commission expires: June 23, 1997



FILED
SEP 26 1996
LAWRENCE TOWNSHIP
ASSESSOR

RECORDED THIS 26th
OF SEPTEMBER 1996.
LAWRENCE TOWNSHIP ASSESSOR
[Signature] DRAFTSMAN

93-F

This Instrument Prepared By

Livergreen

T-2
33, 1997



and for the State of Indiana, personally
acknowledged the execution of this instrument.

of this 25TH day of September, 1994

T-2
33, 1997



93-P-5

This Instrument Prepared By Arthur L. Kaser, L.S.



Livergreen

Planners, Inc.

234 SOUTH FRANKLIN RD., INDIANAPOLIS, INDIANA 46219
317/353-6161 FAX 317/353-0684