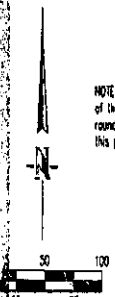


North line of the Northwest Quarter of Section 28, Township 17 North, Range 3 East N 89°19'07" E (assumed bearing) 2674.50' Approximate pavement centerline of West 79th Street

Corner of the Northwest Quarter of Section 28, Township 17 North, Range 3 East (Bound Railroad Survey's reference)

Northwest corner at the Northeast Quarter of the Northwest Quarter of Section 28, Twp. 17 North, Rng. 3 East (Bound Railroad Spike)

Northwest corner of Section 28, Township 17 North, Range 3 East (Bound Railroad Survey's reference)



NOTE: The corners of LOT #1 and LOT #25 formed by the intersection of the right of way lines of West 79th Street and Marquis Lane are rounded by arcs having radius of 25 feet, the diameters shown on this plat are to the point of intersection of said arc.

- Concrete Monument Set represents a 4" x 4" x 36" Concrete Monument set during final stages of construction.
- CW represents a Copperwell Rod set during final stages of construction of the point of tangency of the street centerline.
- All other lot corners marked by a 5/8 inch diameter rebar with a plastic cap stamped "White Engr. 150012 (NOTE: no monumentation at waters edge of intermediate points)
- 0000 represents the street address assigned to the lot as shown thereon.

Curve	Radius	Delta	Arc	Tangent	Chd. Brg.	Chord
A	150.00'	22°31'04"	58.95'	29.88'	S 10°34'39" W	58.57'
B	203.69'	22°31'04"	80.05'	40.55'	S 10°34'39" W	79.54'
C	150.75'	22°31'04"	59.25'	30.01'	S 10°34'39" W	58.87'
D	150.00'	21°50'11"	57.17'	28.93'	S 10°55'05" W	56.82'
E	125.00'	21°50'11"	47.64'	24.11'	S 10°55'05" W	47.35'
F	175.00'	21°50'11"	66.70'	33.76'	S 10°55'05" W	66.28'
G	68.00'	40°52'43"	48.52'	25.34'	S 20°26'22" E	47.49'
H	68.00'	40°52'43"	48.52'	25.34'	S 20°26'22" E	47.49'

Distances shown along the sidelines of the lots on this plat which abut Block A are bearing lines. (a) lengths are calculated measurements along said lot lines from the intersection of the approximate edge of water of the retention lake located in Block A and the corner of the right of way line of Marquis Lane and/or the perimeter boundary line of this subdivision. (b) length of the lot line extends to the waters edge and may vary in length from site distance the fluctuation of the elevation of the water combined within said lake. The areas shown on this plat for Block A are calculated areas based on the chord bearings and lengths along the edge of the water and may vary from the square footage shown hereon.

As shown a parenthesis along the sidelines of the lots abutting Block A are for the purpose of the sideline of the variable width Lake, Drainage Maintenance, Sanitary Sewer, and access located on these lots to said easement sidewalk and the edge of the line of the water located in Block A.

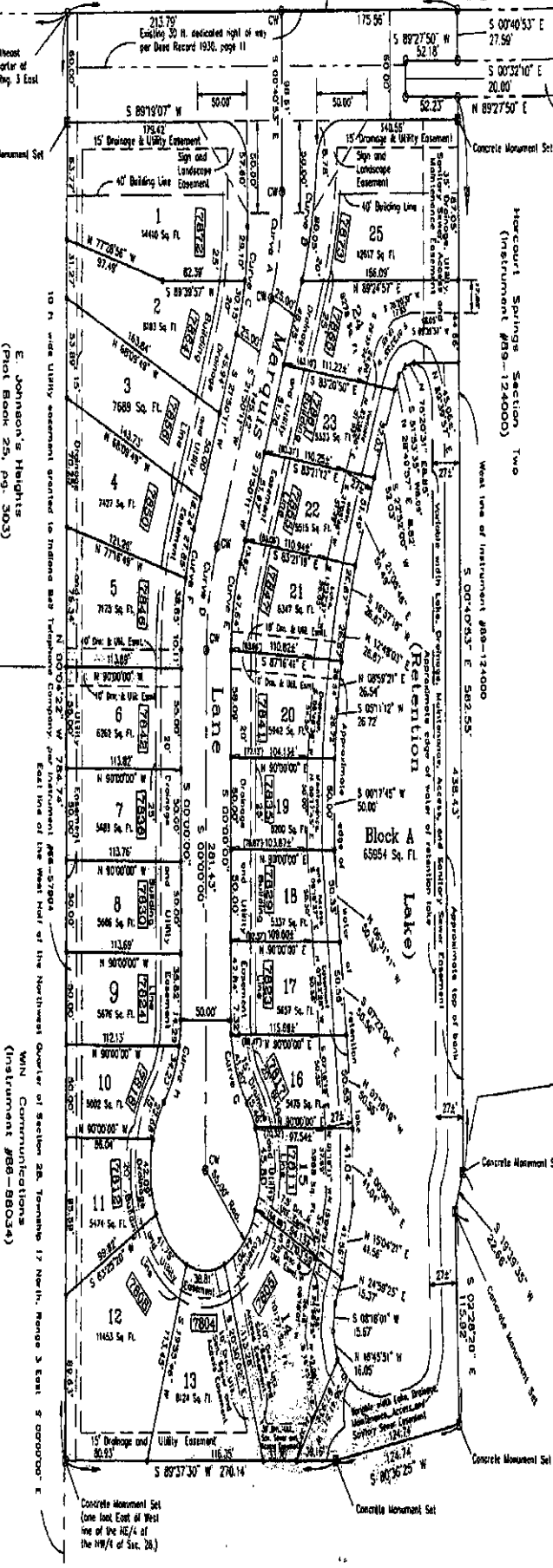
**PLAT APPROVAL**  
**SUB COMMITTEE**  
 METROPOLITAN DEVELOPMENT COMMISSION  
 DEPARTMENT OF METROPOLITAN DEVELOPMENT  
 MARION COUNTY, INDIANA

7-27-94

PROPER PUBLIC NOTICE OF THE HEARING HAS BEEN FURNISHED

*[Signatures]*

Prepared by  
 Engineers, Inc.  
 1701 College Ave.  
 Marion, Indiana 46280



# DIAMOND PLACE Final Plat

Her court, Springs Section Two (Instrument #89-124000)

I, the undersigned, a registered land surveyor in the State of Indiana hereby certify that the within plat represents a survey and subdivision performed under my direction of the following described real estate located in the Northwest Quarter of Section 28, Township 17 North, Range 3 East of the Second Principal Meridian in Marion County, Indiana.

**BEGINNING** at the Northwest corner of the Northwest Quarter of Section 28, Township 17 North, Range 3 East of the Second Principal Meridian in Marion County, Indiana, said corner being marked by a Brass Plus, thence North 89 degrees 19 minutes 07 seconds East (assumed bearing) on the North line of said Northwest Quarter 1337.25 feet to a rebar spike marking the Northwest corner of the Northwest Quarter of Section 28, Township 17 North, Range 3 East of the Second Principal Meridian in Marion County, Indiana, being also the PLACE OF BEGINNING of the within described subdivision; thence continuing North 89 degrees 19 minutes 07 seconds East on the North line of said Northwest Quarter 389.35 feet to a P.M. Nail marking the Northwest corner of real estate described in a document recorded as Instrument Number 89-124000 Office of the Recorder of Marion County, Indiana; thence South 00 degrees 40 minutes 53 seconds East on the West line of said real estate 27.59 feet to a 5/8 inch diameter rebar with a cap stamped "White Engr. 150012", said rebar being also on the North line of real estate described in a document recorded as Instrument Number 89-124000 in said Recorder's Office; thence South 89 degrees 27 minutes 50 seconds West on the North line of said real estate 52.18 feet to a 5/8 inch diameter rebar on the West line of said real estate; thence South 00 degrees 40 minutes 53 seconds East on the West line of said real estate 20.00 feet to a 5/8 inch diameter rebar on the South line of said real estate; thence North 89 degrees 27 minutes 50 seconds West on the South line of said real estate 52.23 feet to a 5/8 inch diameter rebar on the Westery line of the aforesaid real estate described in Instrument Number 89-124000; thence South 00 degrees 53 seconds East on the Westery line of said real estate 582.55 feet to a Concrete Monument set on the Boundary line of real estate described in a document recorded as Instrument Number 89-124000 in said Recorder's Office; thence South 19 degrees 39 minutes 35 seconds West on the Westery line of said real estate 22.66 feet to a Concrete monument set; thence South 02 degrees 28 minutes 20 seconds East on the Northery line of said real estate 115.82 feet to a Concrete Monument set on the Northery line of said real estate; thence South 89 degrees 36 minutes 25 seconds West on the North line of said real estate 124.74 feet to a Concrete Monument set; thence South 89 degrees 37 minutes 30 seconds West on the North line of said real estate 270.14 feet to a Concrete Monument set; thence North 00 degrees 04 minutes 22 seconds West 784.74 feet to the PLACE OF BEGINNING, containing 7.051 acres, more or less.

Subject to a Utility Easement granted to Indiana Bell Telephone Company, per grant, (Recorded as Instrument Number 66-5700) in the Office of the Recorder of Marion County, Indiana.

Subject to a 30 foot right of way from the centerline of West 79th Street as recorded on page 11 of Deed Record 1930 in the Office of Recorder of Marion County, Indiana.

Subject to all other legal easements and rights-of-way.

This subdivision consists of 25 lots, numbered 1 through 25, BLOCK "A", together with streets, all as shown on the within plat. The size of the lots, Block A, and the width of the street rights-of-way is shown in figures herein denoting feet and decimal parts thereof.

Witness my signature this 27th day of June 1994

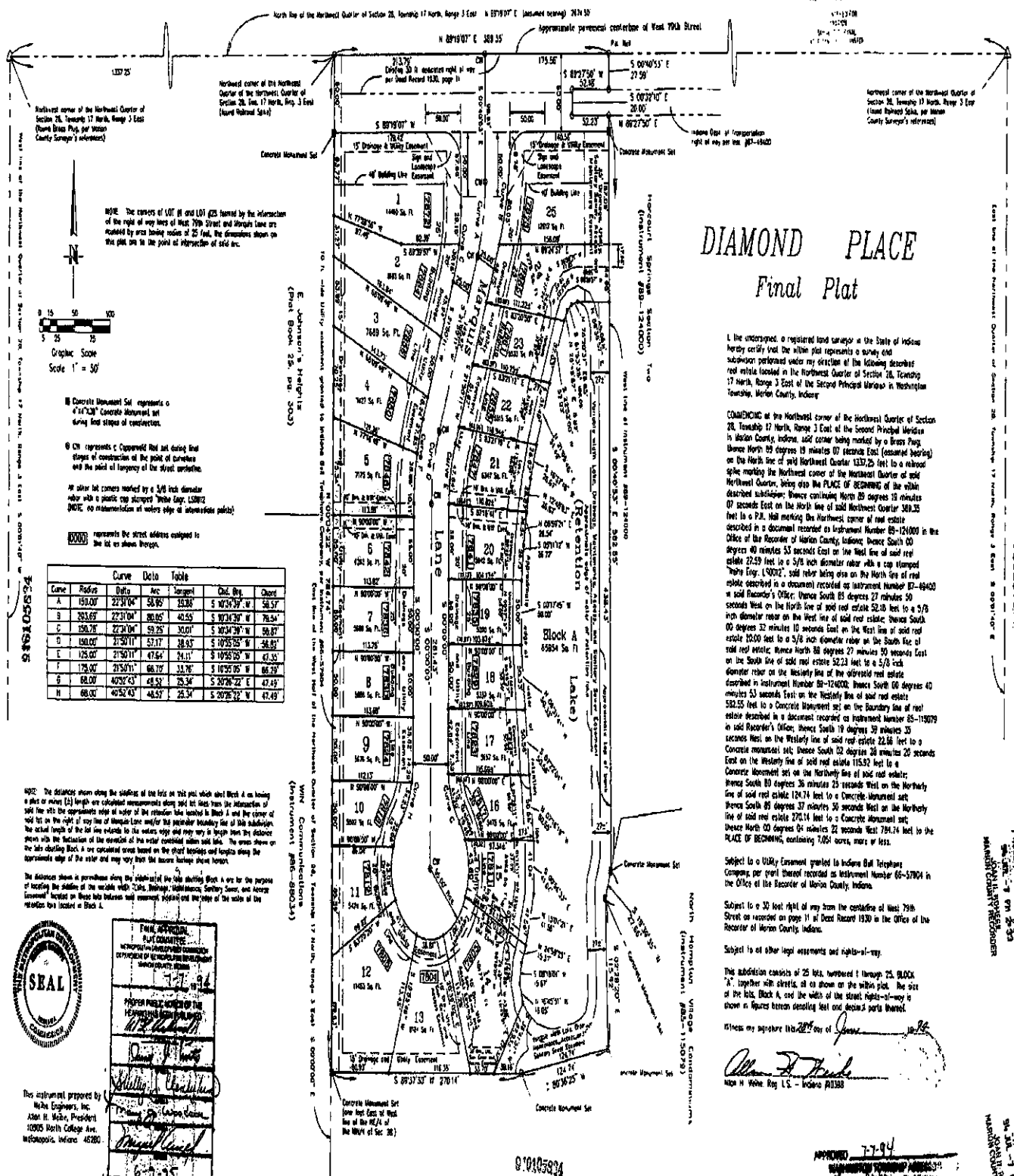
*[Signature]*  
Alet H. Wehe, Reg. L.S. - Indiana #10398

North Homestead Village Condominiums (Instrument #89-118079)

Concrete Monument Set (one foot East of West line of the NE 1/4 of the NW 1/4 of Sec. 28.)

910108834

910108834  
JUL 1 05:228



# DIAMOND PLACE Final Plat

I, the undersigned, a registered land surveyor in the State of Indiana hereby certify that the within plat represents a survey and subdivision performed under my direction of the following described real estate located in the Northwest Quarter of Section 26, Township 17 North, Range 3 East of the Second Principal Meridian in Washington Township, Marion County, Indiana:

COMMENCING at the Northwest corner of the Northwest Quarter of Section 26, Township 17 North, Range 3 East of the Second Principal Meridian in Marion County, Indiana, said corner being marked by a Brass Peg, thence North 89 degrees 19 minutes 07 seconds East (assumed bearing) on the North line of said Northwest Quarter 1337.25 feet to a railroad spike marking the Northwest corner of the Northwest Quarter of said Northwest Quarter, being also the PLACE OF BEGINNING of the within described subdivision; thence thence North 85 degrees 19 minutes 07 seconds East on the North line of said Northwest Quarter 309.35 feet to a P.A. Nail marking the Northwest corner of real estate described in a document recorded as Instrument Number 69-125000 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 40 minutes 53 seconds East on the West line of said real estate 27.59 feet to a 5/8 inch diameter rebar with a cap stamped 'Troye Eng. (1902)', said rebar being also on the North line of real estate described in a document recorded as Instrument Number 67-69400 in said Recorder's Office; thence South 85 degrees 27 minutes 50 seconds West on the North line of said real estate 52.10 feet to a 5/8 inch diameter rebar on the West line of said real estate; thence South 00 degrees 52 minutes 10 seconds East on the West line of said real estate 10.00 feet to a 5/8 inch diameter rebar on the South line of said real estate; thence North 88 degrees 27 minutes 50 seconds East on the South line of said real estate 52.23 feet to a 5/8 inch diameter rebar on the West line of the subdivided real estate described in Instrument Number 66-124000; thence South 00 degrees 40 minutes 53 seconds East on the West line of said real estate 52.55 feet to a Concrete Monument set on the Boundary line of real estate described in a document recorded as Instrument Number 65-119079 in said Recorder's Office; thence South 19 degrees 39 minutes 20 seconds West on the West line of said real estate 22.56 feet to a Concrete monument set; thence South 02 degrees 30 minutes 20 seconds East on the West line of said real estate 115.92 feet to a Concrete Monument set on the North line of said real estate; thence South 80 degrees 38 minutes 23 seconds West on the North line of said real estate 124.74 feet to a Concrete Monument set; thence South 85 degrees 27 minutes 50 seconds West on the North line of said real estate 270.14 feet to a Concrete Monument set; thence North 00 degrees 01 minutes 22 seconds West 784.74 feet to the PLACE OF BEGINNING, containing 7,051 acres, more or less.

Subject to a USRY Easement granted to Indiana Bell Telephone Company per plat thereof recorded as Instrument Number 65-57904 in the Office of the Recorder of Marion County, Indiana.

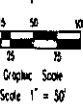
Subject to a 30 foot right of way from the centerline of West 79th Street as recorded on page 11 of Deed Record 1930 in the Office of the Recorder of Marion County, Indiana.

Subject to all other legal easements and rights-of-way.

This subdivision consists of 25 lots, numbered 1 through 25, BLOCK 'A', together with streets, all as shown on the within plat. The site of the lots, Block A, and the width of the street rights-of-way is shown in figures between opposing lot and street parts thereof.

I stress my signature this 25th day of June 1966  
*Oliver F. Frank*  
Map H. Weber, Reg. L.S. - Indiana #10388

NOTE: The corners of LOT #8 and LOT #25 formed by the intersection of the right of way lines of West 79th Street and Marquette Lane are marked by area leveling markers of 25 feet, the dimensions shown on this plat are in the point of intersection of said line.



- Concrete Monument Set represents a 4"x4"x20" Concrete Monument, set facing West along street of construction.
- ON represents a Coping and Not during that shows construction of the point of curves and the total of tangency of the street arc.
- W shows lot corners marked by a 5/8 inch diameter rebar with a plastic cap stamped 'Troye Eng. (1902)'. NOTE: No measurements at rebar edge of intermediate points.
- 0000 represents the street address assigned to the lot as shown thereon.

Curve	Delta	Table				
A	151.00	22°31'04"	58.99	10.38	S 107°34'39" W	58.57
B	293.69	22°31'04"	30.85	40.55	S 107°34'39" W	78.54
C	158.78	22°31'04"	59.25	30.01	S 107°34'39" W	59.87
D	150.00	21°50'11"	57.17	28.83	S 109°55'25" W	58.81
E	125.00	21°50'11"	47.64	24.11	S 109°55'25" W	47.33
F	175.00	21°50'11"	66.19	33.76	S 109°55'25" W	66.79
G	68.00	40°52'43"	48.52	25.34	S 20°26'22" E	47.49
H	68.00	40°52'43"	48.52	25.34	S 20°26'22" E	47.49

NOTE: The distances shown along the straight line of the lots on this plat which abut Block A on being a plus or minus (±) length are calculated measurements along said lot lines from the intersection of said line with the corresponding edge of the extension line located in Block A and the corner of said lot on the right of way line of Marquette Lane under the applicable boundary line of this subdivision. The actual length of the lot line extends to the corner edge and may vary in length from the distance shown with the inclusion of the deviation of the rebar control when said line. The area shown on this plat abutting Block A are calculated areas based on the street boundaries and lengths along the approximate edge of the rebar and may vary from the square footage shown hereon.

The distances shown in parentheses along the straight line of the lots abutting Block A are for the purpose of locating the addition of the variable width (10 ft, 15 ft, 20 ft, 25 ft, 30 ft, 35 ft, 40 ft, 45 ft, 50 ft, 55 ft, 60 ft, 65 ft, 70 ft, 75 ft, 80 ft, 85 ft, 90 ft, 95 ft, 100 ft) easement located on West 79th Street and Marquette Lane and the edge of the water of the Marquette Lake located in Block A.



PLAT APPROVAL  
PLAT COMMITTEE  
MARION COUNTY RECORDS  
RECORDED  
7-7-66  
PROPER PUBLIC NOTICE OF THE REVISIONS HAS BEEN GIVEN  
Oliver F. Frank  
Surveyor

This instrument prepared by  
Niche Engineers, Inc.  
Alan H. Niche, President  
10205 North College Ave.  
Indianapolis, Indiana 46240

East line of the Northwest Quarter of Section 26, Township 17 North, Range 3 East of the Second Principal Meridian in Washington Township, Marion County, Indiana.

RECORDED FOR RECORD  
MARION COUNTY RECORDS  
7-7-66 3-54

RECORDED FOR RECORD  
MARION COUNTY RECORDS  
7-7-66 3-54

910108834

# DIAMOND PLACE

## Final Plat

The undersigned, **NEHE DEVELOPMENT CORP.**, by Alan H. White, its President, of Hamilton County, Indiana, being the owner of record of all of the within described real estate, does hereby lay off, plat, and subdivide this lot and divide such tracts and other tracts suitable for public use of such streets not previously designated in accordance with the within plat. The following restrictions, limitations, and covenants are hereby imposed and shall run with the land contained in such plat.

The within plat shall be known and designated as **DIAMOND PLACE**, a residential subdivision in Washington Township, Warren County, in the State of Indiana.

All lots in this subdivision are reserved for residential use, and no building other than a one-family residence or structures of locally necessary use therein shall be erected thereon.

Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than nine hundred (900) square feet in the case of a one-story structure, nor less than one hundred sixty (160) 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 nine hundred (900) square feet of finished and finished floor area.

No trailer, tent, shack, attached shed, basement, garage, or temporary building shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage, tent, shed, or detached storage building erected or used as an accessory to a residence in this subdivision shall be of a permanent type of construction and conform to the general architecture and appearance of such residence.

No building shall be erected, placed, or altered on any building plat in this subdivision until the building plans, specifications and the plat thereon showing the location of such building has been approved by the townships and township or village design with existing structures herein and also by the building and inspection or temporary and final building division, by the Architectural Control Committee composed of the undersigned owner of the within described real estate, or by his duly authorized representative. In the event of the death or resignation of any member of said committee, the remaining members or members shall have full authority to approve or disapprove such design and location, or to designate a representative with the authority of the committee, to file and upon any plans submitted to it by the owner, within a period of ninety (90) days from the submission date of the same, the owner may then proceed with the building according to the plans as approved, whether the committee members or the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

No fences shall be erected in this subdivision between the building lines and the right-of-way lines of the streets as shown on the within plat, except with the approval of the Architectural Control Committee, which fences shall not exceed 42 inches in height and shall be of a decorative nature.

The utility easements shown on the within plat are reserved as an easement for use by the city or county in which this subdivision is located, within this subdivision, and public utility companies for the installation, use, maintenance, repair, and removal of power, water, natural gas, utility poles, overhead wires, underground cables, and other facilities and utilities necessary or incidental to the common welfare and use and occupancy for residential purposes of the tracts to be created in this subdivision. No building or other structure, except utility structures, shall be erected or maintained upon, over, under, or across any such utility easement, for any use except as set forth herein. The owners in this subdivision shall take title to the land contained in such utility easement subject to the perpetual easement herein reserved.

The drainage easements shown on the within plat are reserved for the drainage of storm water, whether by sewer, ditch, or storm sewer. No structure other than storm water drainage structures, retaining walls, elevated walks, and coverages shall be erected in, on, over, under, or across any such easement, except that a drainage easement may also be used as a utility easement, and structures permitted within a utility easement may be erected thereon, provided that they do not interfere with the flow of said storm water. The owners in this subdivision shall take title to the land contained in such drainage easements subject to the perpetual easement herein reserved.

In the case of storm water drainage from any lot or lots from across another lot, provision shall be made to permit such drainage to continue without restriction or reduction, across the grantor's lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on the within plat.

**Essential Maintenance:** On drainage easements, the City of Indianapolis shall be responsible for the cost, maintenance, repair, and/or replacement of street structures in place, such as sewer pipes, manholes, catchpits, etc. and such property owner as it pertains to his lot or lots shall maintain surface drainage systems and open ditches. The City of Indianapolis shall have access rights over and across said easements.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such items shall not be kept, except in sanitary containers.

No campers, trailers, boats, or similar vehicles shall be parked on any lot in this subdivision, unless the same shall be parked in such a manner that it is not visible to the occupants of other lots in this subdivision or the users of any streets in this subdivision.

All lot owners are required to install, or have installed, at least one gas or electric "dead" (to down) yard light in the front yard.

No animals, livestock, or poultry of any description 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 commercial purposes.

It shall be the duty of the owner of each lot in this subdivision to keep the grass on the lot property cut and to keep the lot free from weeds and brush and offending material and to remove in appearance. Should any owner fail to do so then the Developer of this subdivision may take such action as it deems appropriate in order to make the lot neat and attractive, and the owner shall upon demand reimburse the Developer for the expense incurred in so doing.

Building lines are established as shown on the within plat, between which lines and the property lines of the streets, no structure shall be erected or maintained. No fence, wall, hedge, or other planting which obstructs sight lines of vehicles between 2 feet and 8 feet above the street, shall be placed or maintained in excess of one corner lot within the intersection area formed by the street property lines and a line connecting points 25 feet from the intersection of said street property lines, or in the case of a rounded property corner, from the intersection of the lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway, pavement, or alley line. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained of sufficient height to prevent obstruction of such sight lines.

The parcel of real estate designated on the within plat as **DIAMOND PLACE**, or "Block A" is to be used as a drainage retention pond. By the purchase of one of the following streets (1) lots in **DIAMOND PLACE**, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24, which shall hold "Block A" each owner shall also acquire an undivided one-eighth (1/8) ownership interest in "Block A". This ownership of "Block A" shall be inalienable from the ownership of said lot. This undivided interest shall run with the title to the particular lot and shall not be separably conveyed therefrom.

Each "Block A" owner shall share pro rata in the expenses of construction, maintenance, repairing, replacing, reconstruction, improving, renewing, and insuring the improvements in "Block A". If one or more owners fail to pay their equitable share of such expenses, then the owners paying such expenses may file a lien for the reasonable value of the work performed and material furnished as prescribed by the laws of the State of Indiana against any such lot owner named, and receive the full assessment owed together with interest from the due date and reasonable attorney fees and costs.

Owners of "Block A" shall be members of an unincorporated association known as "Block A Property Owners Association". The Association shall meet at least annually by elect a three (3) member Board of Directors. Each lot shall be entitled to one (1) vote. The Board of Directors shall determine, by majority vote, what is necessary to maintain, repair, alter, reconstruct, improve, remove or insure the improvements in "Block A", including reasonable reserve. The Board shall determine the amount of the annual assessment to be paid by each "Block A" owner for these necessary expenses. No assessment shall ever be levied against the Developer of this subdivision.

The Board of Directors of the "Block A Property Owners Association" shall make and enforce reasonable rules and regulations for the use of "Block A" by its members. Sanctions may include reasonable monetary fines, suspension of the right to vote, and the right to use "Block A". The Board shall have the power to seek relief in any court of law, to sue or be sued, and to collect unpaid assessments on behalf of the Association.

The Metropolitan Development Commission, its successors, if assigned, shall have no right, power, or authority, to enforce any covenants, conditions, restrictions, or other limitations contained in the plat other than those covenants, conditions, restrictions, or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance 38-40-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.

The right to enforce the within restrictions, limitations, and covenants by injunction is hereby dedicated and reserved to the owners of the lots in this subdivision, their heirs and assigns, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners, by or through any such violation or alleged violation. Such provisions shall be and continue in full force and effect for a period of twenty (20) years from the date of this plat, and thereafter unless and until by a vote of the then owners of a two-thirds majority of the lots in this subdivision it is agreed to change the covenants in whole or part. Modification of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

Witness my signature this 6th day of July, 1994.

*Alan H. White*  
 Nehe Development Corp.  
 by Alan H. White, President  
 16505 North College Avenue  
 Indianapolis, Indiana 46280

State of Indiana )  
 County of Hamilton ) SS

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Nehe Development Corp., by Alan H. White, its president, who acknowledged the execution to the foregoing instrument as its voluntary act and deed for the uses and purposes therein expressed.

Witness my Hand and Notarial Seal this 6th day of July, 1994.

*Barry Johnson*  
 Notary Public  
 County of Hamilton, Indiana  
 My Commission Expires: March 12, 1997

NOTE: Real estate tax bills on Block A for Lots 14 through 24 in Diamond Place Subdivision are to be mailed in care of Nehe Development Corp., 16505 North College Avenue, Indianapolis, Indiana 46280.

This instrument prepared by  
 Nehe Engineers, Inc.  
 Alan H. White, President  
 16505 North College Ave.  
 Indianapolis, Indiana 46280

The undersigned, WEIHE DEVELOPMENT CORP., by Allan H. Weine, its President, of Hamilton County, Indiana, being the owner of record of all of the within described real estate, does hereby lay off, plot, and subdivide into lots and streets such tracts and does hereby dedicate for public use any of such streets not previously dedicated in accordance with the within plat. The following restrictions, limitations, and covenants are hereby imposed and shall run with the land contained in such plat.

The within plat shall be known and designated as DIAMOND PLACE, a residential subdivision in Washington Township, Marion County, in the State of Indiana.

All lots in this subdivision are reserved for residential use, and no building other than a one-family residence or structure or facility accessory in use thereto shall be erected thereon.

Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than nine hundred (900) square feet in the case of a one-story structure, nor less than six hundred sixty (660) 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 nine hundred (900) square feet of finished and livable floor area.

No trailer, tent, shack, attached shed, basement, garage, or temporary building shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage, tool shed, or detached storage building erected or used as an accessory to a residence in this subdivision shall be of a permanent type of construction and conform to the general architecture and appearance of such residence.

No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications and the plot plan showing the location of such building has been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by the Architectural Control Committee composed of the undersigned owner of the within described real estate, or by his duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may then proceed with the building according to the plans as if approved. Neither the committee members or the designated representatives shall be entitled

electric "dusk to dawn" no

No animals, livestock, or f  
kept on any lot, except th  
provided that they are not

It shall be the duty of the  
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otherwise neat and attract  
then the Developer of this  
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upon demand reimburse th

Building lines are establish  
and the property lines of 1  
maintained. No fence, wal  
lines of elevations between  
or permitted to remain on  
the street property lines a  
intersection of said street  
property corner, from the  
line, limitations shall apply  
a street line with the edge  
shall be permitted to rema  
the foliage line is maintain  
such sight lines.

The parcel of real estate c  
"Block A" is in the tract of

appropriate in order to meet upon demand reimburse the

Building lines are established and the property lines of maintained. No fence, wall lines of elevations between or permitted to remain on the street property lines at intersection of said street property corner from the line limitations shall apply a street line with the edge shall be permitted to remain the footage line is maintain such sight lines.

The parcel of real estate c "Block A" is to be used as of the following eleven (11) 21, 22, 23, and 24, which undivided one-eleventh (1/ ownership of "Block A" shall This undivided interest shall shall not be separately can

Each "Block A" owner shall maintaining, repairing, altering insuring the improvements

erected or used as an accessory to a residence in this subdivision shall be of a permanent type of construction and conform to the general architecture and appearance of such residence.

No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications and the plot plan showing the location of such building has been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by the Architectural Control Committee composed of the undersigned owner of the within described real estate, or by his duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may then proceed with the building according to the plans as if approved. Neither the committee members or the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

No fences shall be erected in this subdivision between the building lines and the right-of-way lines of the streets as shown on the within plot, except with the approval of the Architectural Control Committee, which fences shall not exceed 42 inches in height and shall be of a decorative nature.

The utility easements shown on the within plot are reserved as an easement for use by the city or county in which this subdivision is located, owners in this subdivision, and public utility companies for the installation, use,

exceed 42 inches in height and shall be of a decorative nature.

The utility easements shown on the within plot are reserved as an easement for use by the city or county in which this subdivision is located, owners in this subdivision, and public utility companies for the installation, use, maintenance, repair, and removal of sewers, water mains, utility poles, overhead wires, underground cables, and other facilities and utilities necessary or incidental to the common welfare and use and occupancy for residential purposes of the houses to be erected in this subdivision. No building or other structure, except walks or driveways, shall be erected or maintained upon, over, under, or across any such utility easement for any use except as set forth herein. The owners in this subdivision shall take their title to the land contained in such utility easement subject to the perpetual easement herein reserved.

The drainage easements shown on the within plot are reserved for the drainage of storm water, whether by swale, ditch, or storm sewer. No structure other than storm water drainage structures, retaining walls, elevated walks, and driveways shall be erected on, over, under, or across any such easement; except that a drainage easement may also be used as a utility easement, and structures permitted within a utility easement may be erected therein, provided that they do not interfere with the flow of said storm water. The owners in this subdivision shall take their title to the land contained in such drainage easements subject to the perpetual easement herein reserved.

In the event storm water drainage from any lot or lots flows across another lot, provision shall be made to permit such drainage to continue without restriction or reduction, across the downstream lot and into the natural

shall not be separately can  
Each "Block A" owner shall  
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may file a lien for the res;  
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such lot owner hereof, and  
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Owners of "Block A" shall  
"Block A Property Owners"  
annually to elect a three (3)  
entitled to one (1) vote. I  
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The Board shall determine  
each "Block A" owner for  
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The Board of Directors of  
and enforce reasonable rule  
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right to vote, and the right  
to seek relief in any court  
unpaid assessments on both

title to the land contained in such utility easement subject to the perpetual easement herein reserved.

The drainage easements shown on the within plat are reserved for the drainage of storm water, whether by swale, ditch, or storm sewer. No structure other than storm water drainage structures, retaining walls, elevated walks, and driveways shall be erected in, on, over, under, or across any such easement; except that a drainage easement may also be used as a utility easement, and structures permitted within a utility easement may be erected therein, provided that they do not interfere with the flow of said storm water. The owners in this subdivision shall take their title to the land contained in such drainage easements subject to the perpetual easement herein reserved.

In the event storm water drainage from any lot or lots flows across another lot, provision shall be made to permit such drainage to continue without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on the within plat.

annually to elect a three (3) member Board of Directors, each entitled to one (1) vote, and the right to vote, what is necessary to remove or insure the improvement.

The Board shall determine each "Block A" owner for the purpose of levying assessments against the Developer.

The Board of Directors of the Association shall have the right to enforce reasonable rules and regulations on the members. Sanctions may be levied against members who fail to pay assessments or to seek relief in any court of law.



the, its President, or  
of the within described  
and streets such tracts  
not previously  
restrictions, limitations,  
and contained in such plot.

PLACE, a residential  
site of Indiana.

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4-story open  
00) square feet in  
sixty (60) square  
tructure of more  
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Easement Maintenance: On drainage easements, the City of Indianapolis shall be responsible for the care, maintenance, repair, and/or replacement of actual structures in place, such sewer pipes, manholes, casings, etc. and each property owner as it pertains to his lot or lots shall maintain surface drainage systems and open swales. The City of Indianapolis shall have access rights over and across said easements.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such items shall not be kept, except in sanitary containers.

No campers, trailers, boats, or similar vehicles shall be parked on any lot in this subdivision, unless the same shall be parked in such a manner that it is not visible to the occupants of other lots in this subdivision or the users of any streets in this subdivision.

All lot owners are required to install, or have installed, at least one gas or electric "dusk to dawn" yard light in the front yard.

No animals, livestock, or poultry of any description 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 commercial purposes.

It shall be the duty of the owner of each lot in this subdivision to keep the

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Witness my signat

60) square feet in  
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temporary building  
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any plot in this subdivision  
shall be located in such  
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lot shall be approved  
by the authority to approve  
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The plans shall be entitled  
"Covenant".

No animals, livestock, or poultry of any description 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 commercial purposes.

It shall be the duty of the owner of each lot in this subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then the Developer of this subdivision may take such action as it deems appropriate in order to make the lot neat and attractive, and the owner shall upon demand reimburse the Developer for the expense incurred in so doing.

Building lines are established as shown on the within plat between which lines and the property lines of the streets, no structure shall be erected or maintained. No fence, wall, hedge, or shrub planting which obstructs sight lines or elevations between 2 feet and 5 feet above the street, 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 points 25 feet from the intersection of said street property lines, or in the case of a rounded property corner, from the intersection of the lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway, pavement or alley line. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

The parcel of real estate designated on the within plat of DIAMOND PLACE, as "Block A" is to be used as a drainage retention pond. By the purchase of one of the following eleven (11) lots in DIAMOND PLACE, 14, 15, 16, 17, 18, 19, 20,

force and effect.

Witness my signat



Weine Development  
by Allan H. Weine,  
10505 College Ave  
Indianapolis, Indian

State of Indiana  
County of \_\_\_\_\_  
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The parcel of real estate designated on the within plat of DIAMOND PLACE, as "Block A" is to be used as a drainage retention pond. By the purchase of one of the following eleven (11) lots in DIAMOND PLACE, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24, which about said "Block A" each owner shall also acquire an undivided one-eleventh (1/11th) ownership interest in "Block A". This ownership of "Block A" shall be indivisible from the ownership of said lot. This undivided interest shall run with the title to the particular lot and shall not be separately conveyable therefrom.

Each "Block A" owner shall share pro rata in the expenses of construction, maintaining, repairing, altering, reconstruction, improving, removing, and insuring the improvements in "Block A". If one or more owners fail to pay their allocable share of such expenses, then the owners paying such expenses may file a lien for the reasonable value of the work performed and material furnished as prescribed by the lien laws of the State of Indiana against any such lot owner thereof, and recover the full assessment owed together with interest from the due date and reasonable attorney fees and costs.

Owners of "Block A" shall be members of an unincorporated association known as "Block A Property Owners Association". The Association shall meet at least annually to elect a three (3) member Board of Directors. Each lot shall be entitled to one (1) vote. The Board of Directors shall determine, by majority vote, what is necessary to maintain, repair, alter, reconstruct, improve, remove or insure the improvements in "Block A", including reasonable reserve. The Board shall determine the amount of the annual assessment to be paid by each "Block A" owner for these necessary expenses. No assessment shall ever be levied against the Developer of this subdivision.

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Witness my Hand

NOTE: Real estate  
Diamond Place Sub  
10505 North Colleg

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The Board of Directors of the "Block A Property Owners Association" shall make and enforce reasonable rules and regulations for the use of "Block A" by its members. Sanctions may include reasonable monetary fines, suspension of the right to vote, and the right to use "Block A". The Board shall have the power to seek relief in any court for violation, to abate nuisance, and to collect unpaid assessments on behalf of the Association

This instrument prepared by  
Weine Engineers, Inc.  
Allan H. Weine, President  
10505 North College Ave.  
Indianapolis, Indiana 46280

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The Metropolitan Development Commission, its successors and assigns, shall have no right, power, or authority, to enforce any covenants, commitments, restriction, or other limitations contained in the plot other than those covenants, commitments, restriction, or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance 58-A0-3, as amended, or any conditions attached to approval of this plot by the Plot Committee.

ing ground for  
be kept,

The right to enforce the within restrictions, limitations, and covenants by injunction is hereby dedicated and reserved to the owners of the lots in this subdivision, their heirs and assigns, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners, by or through any such violation or attempted violation. Such provisions shall be and continue in full force and effect for a period of twenty (20) years from the dated of this plot, and thereafter unless and until by a vote of the then owners of a two-thirds majority of the total lots in this subdivision it is agreed to change the covenants in whole or part.

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Invalidation of any one of the these covenants by judgement or court order shall no way affect any of the other provisions which shall remain in full force and effect.

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Witness my signature this 6th day of July, 1926.



Witness my signature this 6th day of July, 1994.

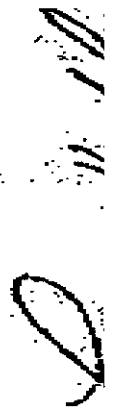
Allan H. Weibe

Weibe Development Corp.  
by Allan H. Weibe, President  
10505 College Avenue  
Indianapolis, Indiana 46280

State of Indiana }  
County of Hamilton }  
SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Weibe Development Corp., by Allan H. Weibe, its president, who acknowledged the execution to the foregoing instrument as its voluntary act and deed for the uses and purposes therein expressed.

Witness my Hand and Notarial Seal this 6th day of July, 1994.




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County of Hamilton

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Weihe Development Corp., by Alan H. Weihe, its president, who acknowledged the execution to the foregoing instrument as its voluntary act and deed for the uses and purposes therein expressed.

Witness my Hand and Notarial Seal this 6th day of July, 1994.

  
\_\_\_\_\_  
Notary Public: Cary K. Shiner  
County of Residence: Hamilton  
My Commission Expires: March 12, 1997

NOTE: Real estate tax bills on Block A for Lots 14 through 24 in Diamond Place Subdivision are to be mailed in care of Weihe Development Corp., 10505 North College Avenue, Indianapolis, Indiana 46280

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