

GLENMORA

1885 1/2 P. RECORD
 90 FEB 21 PM 2:11
 MARKET COUNTY RECORDER

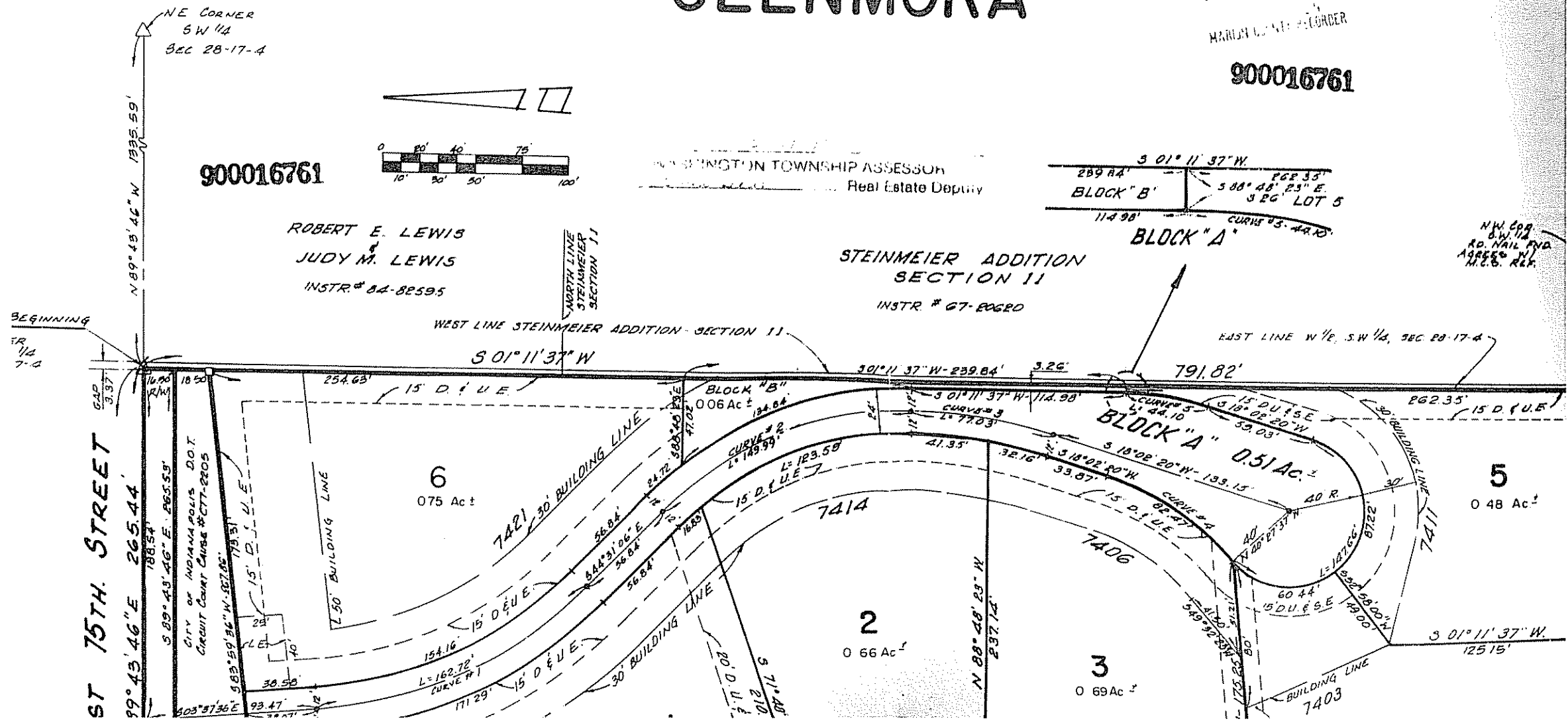
N.E. COR.
 S.W. 1/4
 R.R. SPIKE F.N.
 AGREES W
 M.C.S. REF.

N.W. COR.
 S.W. 1/4
 RD. NAIL PND
 AGREES W
 M.C.S. REF.

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WASHINGTON TOWNSHIP ASSESSOR
 Real Estate Deputy



ROBERT E. LEWIS
 &
 JUDY M. LEWIS
 INSTR. # 84-82595

STEINMEIER ADDITION
 SECTION 11
 INSTR. # 67-20620

ST 75TH STREET

99° 43' 46" E 265.44'

BEGINNING
 TR 1/4
 7-4

N 89° 45' 42" W 1395.59'
 NE CORNER
 S.W. 1/4
 SEC 28-17-4

WEST LINE STEINMEIER ADDITION - SECTION 11

30° 11' 37" W - 239.84'

EAST LINE W 1/2, S.W. 1/4, SEC 28-17-4

3 01' 11' 37" W

3 01' 11' 37" W - 112.98'

791.82'

15' D.F.U.E.

3 01' 11' 37" W - 112.98'

15' D.U.E.

15' D.F.U.E.

3 01' 11' 37" W - 193.15'

15' D.F.U.E.

15' D.F.U.E.

3 01' 11' 37" W - 125.15'

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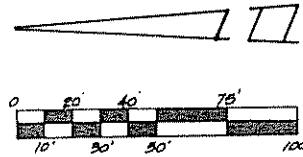
15' D.F.U.E.

15' D.F.U.E.

3 01' 11' 37" W - 125.15'

15' D.F.U.E.

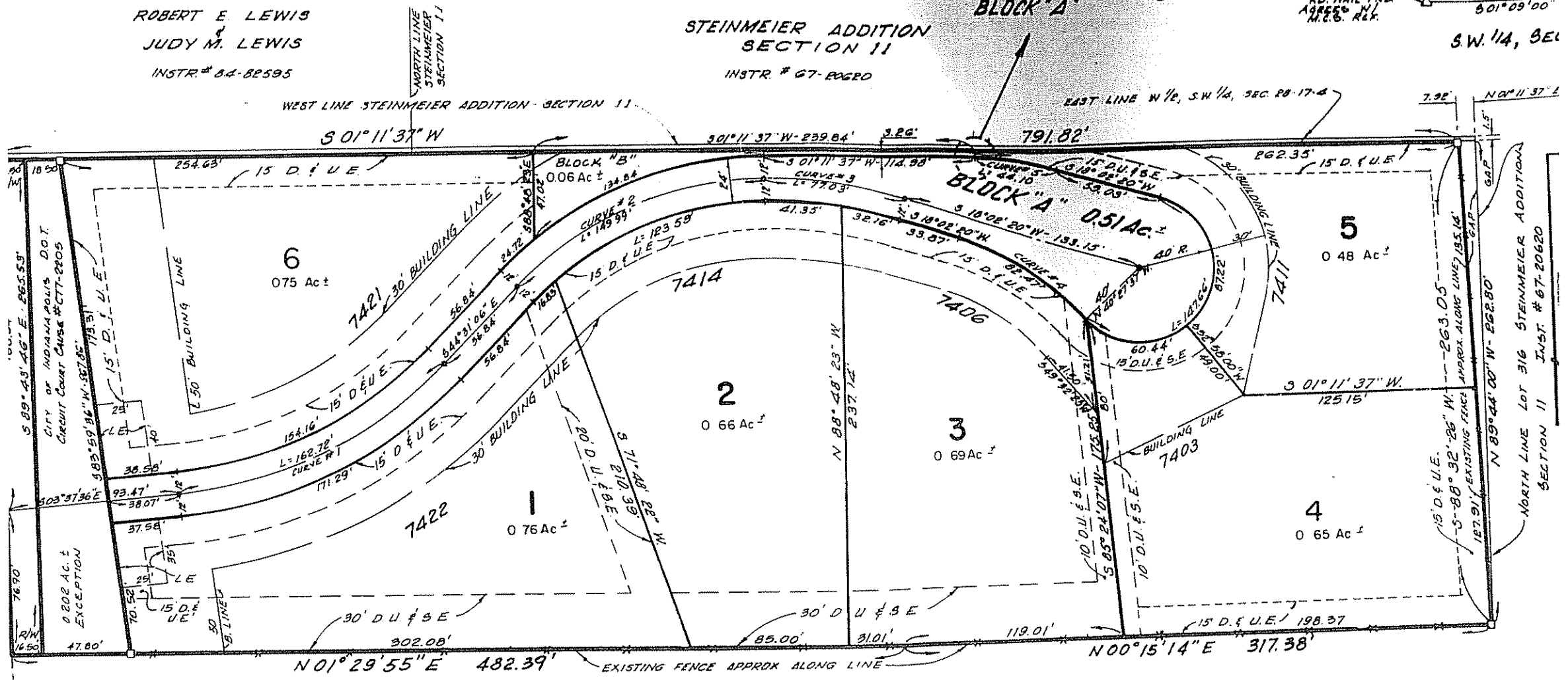
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LEGEND

- D & U E = DRAINAGE & UTILITY EASEMENT
- SE = SEWER EASEMENT
- AC = ACRES
- 4 = TYPICAL LOT NUMBER
- 7421 = TYPICAL STREET ADDRESS
- LE = LANDSCAPE EASEMENT

NOTES ON MONUMENTS AND MARKERS

□ Denotes a 4" x 4" x 36" long precast concrete cross cast in top to be set, where shown, fl...

SIGHT DISTANCE AT INTERSECTIONS: NO FENCE, WALL, HEDGE, TREE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO (2) FEET AND SIX (6) FEET ABOVE THE STREET SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET RIGHT-OF-WAY LINES AND A LINE CONNECTING POINTS TWENTY-FIVE (25) FEET FROM THE INTERSECTION OF SAID STREET LINES OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET RIGHT-OF-WAY LINES EXTENDED. THE SAME SIGHT LINE LIMITATIONS SHALL APPLY TO ANY LOT WITHIN TEN (10) FEET OF THE INTERSECTION OF A STREET RIGHT-OF-WAY LINE WITH THE EDGE OF A DRIVEWAY, PAVEMENT OR ALLEY LINE. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES

CURVE #	Δ	R	L	C	T	CH. BRG
1 &	40°53'30"	228.00'	142.72'	159.29'	85.00'	524°04'21"E
1 IN	"	216.00'	154.16'	150.91'	80.85'	"
1 OUT	"	240.00'	171.29'	147.67'	89.47'	"
2 &	45°48'43"	188.00'	149.99'	146.04'	79.24'	521°39'45"E
2 IN	"	176.00'	140.42'	136.72'	74.19'	"
2 OUT	"	200.00'	159.57'	155.57'	84.50'	"
3 &	16°50'43"	262.00'	77.03'	76.75'	38.79'	509°36'58"W
3 IN	"	250.00'	73.50'	73.84'	37.02'	"
4	31°30'04"	150.00'	82.47'	81.44'	42.31'	533°47'22"W
5	12°50'43"	150.00'	22.10'	43.94'	22.21'	509°36'58"W

I, the undersigned, hereby certify that to the best of my professional knowledge and belief the within plat accurately represents a survey performed under my supervision during the month of June, 1989 of the following described real estate:

Part of the West Half of the Southwest Quarter of Section 28, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of the said Half Quarter Section, which said corner bears North 89 degrees 43 minutes 46 seconds West (assumed bearing) 1335.59 feet from the Northeast corner of the said Quarter Section and South 89 degrees 43 minutes 46 seconds East 1335.59 feet from the Northwest corner of the said Quarter Section; thence South 01 degrees 11 minutes 37 seconds West 791.82 feet along the East line of the said Half Quarter Section to a point approximately on an existing fence line which said point bears North 01 degrees 11 minutes 37 seconds East 7.92 feet from the North line of Lot 316 in Steinmeier Addition, Section 11, the plat of which is recorded as Instrument #67-20620 in the Office of the Recorder of Marion County, Indiana; thence South 88 degrees 32 minutes 26 seconds West 263.05 feet approximately along the said existing fence line to a point on the said North line of Lot 316; thence North 00 degrees 15 minutes 14 seconds East 317.38 feet approximately along an existing fence line; thence North 01 degrees 29 minutes 55 seconds East 482.39 feet approximately along an existing fence line to the North line of the said Half Quarter Section; thence South 89 degrees 43 minutes 46 seconds East 265.44 feet along the said North line to the point of beginning.

Except therefrom that portion of the above described real estate conveyed to the City of Indianapolis, Department of Transportation in Circuit Court Cause No. C77-2205 on October 10, 1980 and more particularly described as follows:

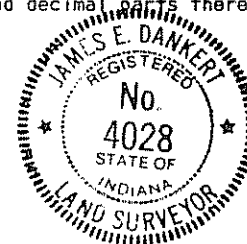
Commencing at the Northeast corner of the West Half of the Southwest Quarter of Section 28, Township 17 North, Range 4 East, which said corner bears North 89 degrees 43 minutes 46 seconds West (assumed bearing) 1335.59 feet from the Northeast corner of the said Southwest Quarter Section and South 89 degrees 43 minutes 46 seconds East 1335.59 feet from the Northwest corner of the Quarter Section; thence South 01 degrees 11 minutes 37 seconds West 16.50 feet along the East line of the said Half Quarter Section to the Northeast corner of said land conveyed to the City of Indianapolis and the Point of Beginning; thence continue South 01 degrees 11 minutes 37 seconds West 18.50 feet along the said East line to the South line of said land conveyed to the City of Indianapolis; thence South 83 degrees 59 minutes 36 seconds West 267.86 feet along the said South line; thence North 01 degrees 29 minutes 55 seconds East 47.80 feet to the North line of said land conveyed to the City of Indianapolis; thence South 89 degrees 43 minutes 46 seconds East 265.53 feet parallel with the North line of the said Half Quarter Section to the point of beginning.

The within described real estate contains 4.66 acres, more or less, after said exception.

This subdivision consists of 6 lots numbered 1 through 6 inclusive, and Blocks A and B as shown on the within plat. The dimensions of the lots and Blocks and the widths of the streets and drives shown are in figures denoting feet and decimal parts thereof.

Witness my hand and seal this 30th day of JANUARY, 1990.

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MARION COUNTY RECORDER



James E. Dankert
James E. Dankert, R.L.S. #4028

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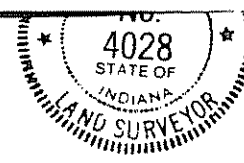
The undersigned, Owner of the above described real estate, does hereby certify that he does lay off, plat and subdivide the same into lots and blocks in accordance with this plat and certificate.

This subdivision shall be known and designated as GLENORA, a subdivision in Marion County, Indiana. The right of way of 75th Street shown hereon and not heretofore dedicated is hereby dedicated to the public for use as a public street.

Block "A" as shown hereon is hereby created for the use of the owners of lots within this addition, their guests and invitees as a common "Private Drive" to provide access to the individual lots from 75th Street. Block "A" shall also have the same designation and serve the same purpose as a "Utility Easement" as defined herein. Block "A" shall be owned in common by the owners of lots within this addition as equal tenants in common. It shall be the obligation of each owner of said lots, in common with the other owners of said lots, to contribute an equal share of the cost of maintenance of such Drive. Where a majority of the owners of said lots elects to repair such Drive and one or more owners fail to pay their allocable share of the cost of such repair, then the owners paying such cost may file a lien for the reasonable value of labor performed and materials furnished for such repair, as prescribed by the mechanics lien laws of the State of Indiana against any such lot and owner thereof so failing to pay his or their allocable share, and shall be entitled to recover the full amount owed, together with interest from the date demanded at the highest lawful rate and reasonable attorney fees, from the defaulting lot owner.

Block "B" which is owned by the Developer, may be conveyed, deeded, and or transferred to state or to any other person or entity as certified by the

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MARION COUNTY RECORDS



James E. Dankert
James E. Dankert, R.L.S. #4028

The undersigned, Owner of the above described real estate, does hereby certify that he does lay off, plat and subdivide the same into lots and blocks in accordance with this plat and certificate.

This subdivision shall be known and designated as **GLENMORA**, a subdivision in Marion County, Indiana. The right of way of 75th Street shown hereon and not heretofore dedicated is hereby dedicated to the public for use as a public street.

Block "A" as shown hereon is hereby created for the use of the owners of lots within this addition, their guests and invitees as a common "Private Drive" to provide access to the individual lots from 75th Street. Block "A" shall also have the same designation and serve the same purpose as a "Utility Easement" as defined herein. Block "A" shall be owned in common by the owners of lots within this addition as equal tenants in common. It shall be the obligation of each owner of said lots, in common with the other owners of said lots, to contribute an equal share of the cost of maintenance of such Drive. Where a majority of the owners of said lots elects to repair such Drive and one or more owners fail to pay their allocable share of the cost of such repair, then the owners paying such cost may file a lien for the reasonable value of labor performed and materials furnished for such repair, as prescribed by the mechanics lien laws of the State of Indiana against any such lot and owner thereof so failing to pay his or their allocable share, and shall be entitled to recover the full amount owed, together with interest from the date demanded at the highest lawful rate and reasonable attorney fees, from the defaulting lot owner.

Block "B", which is owned by the Developer, may be conveyed, deeded, and or transferred in whole or in part by the Developer to an entity or parties which resides either within or outside of the subdivision, and may be transferred without the consent of any other party by the Developer free of the covenants and restrictions contained in this plat.

PROTECTIVE COVENANTS:

1. The undersigned owners hereby establish front and side building lines as shown on the above plat between which lines and the property lines of the streets and the private drive in Block "A" there shall be erected and maintained no permanent or other structures or part thereof, except open porches, and except as to the side yard lines under the conditions hereinafter referred to. Where no side lines are shown zoning laws and regulations shall apply.
2. EASEMENTS FOR DRAINAGE, SEWERS AND UTILITIES: Lots are subject to drainage easements, sewer easements and utility easements, either separately or in combination, as shown on the plat, and which are reserved for the use of the lot owners, public utility companies including cable TV and governmental agencies as follows:
 - A. DRAINAGE EASEMENTS (D.E.) - are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.
 - B. SEWER EASEMENTS (S.E.) - are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.
 - C. UTILITY EASEMENTS (U.E.) - are created for the use of public utility companies and cable TV companies, not including transportation companies, for the installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer easements.
 - D. LANDSCAPE EASEMENTS (L.E.) - are created and reserved for the use and benefit of the Developer and the owners of the lots within this addition for the installation, construction, maintenance, repair, reconstruction and replacement of landscape improvements such as: earthen mounds, plantings and other landscaping, walls, fences, entry ways, columns, landscape irrigation systems, accent lighting systems, street lights, subdivision identification signs and other items. It shall be the obligation of each owner of said lots, in common with the other owners of said lots, to contribute an equal share of the cost of maintenance of landscape improvements located within said easement. Where a majority of the owners of said lots elects to repair said landscape improvements and one or more owners fail to pay their allocable share of the cost of such repair, then the owners paying such cost may file a lien for the reasonable value of labor performed and materials furnished for such repair, as prescribed by the mechanics lien laws of the State of Indiana against any such lot and owner thereof so failing to pay his or their allocable share, and shall be entitled to recover the full amount owed, together with interest from the date demanded at the highest lawful rate and reasonable attorney fees, from the defaulting lot owner.

All of the foregoing easements shall be deemed to include the necessary rights of ingress and egress in, along, across and through the same to permit the beneficial use and enjoyment thereof for their intended purposes. The owners of all lots in this subdivision shall take and hold title to their lots subject to all of the foregoing easements, to the rights of the public utility companies, governmental agencies, Developer and the Property Owners Association therein, and to the jurisdiction of the proper governmental authorities. No permanent or other structures shall be erected or maintained on any of the foregoing easements, except for walls, fences, driveways, walkways and other installations which are specifically permitted hereunder, including, as to Landscape Easements, any installations which are permitted hereunder to be located in such Landscape Easements, any walls, fences, and driveways on any of the foregoing easements shall be at the risk of the party erecting and

PROTECTIVE COVENANTS:

1. The undersigned owners hereby establish front and side building lines as shown on the above plat between which lines and the property lines of the streets and the private drive in Block "A" there shall be erected and maintained no permanent or other structures or part thereof, except open porches, and except as to the side yard lines under the conditions hereinafter referred to. Where no side lines are shown zoning laws and regulations shall apply.
2. EASEMENTS FOR DRAINAGE, SEWERS AND UTILITIES: Lots are subject to drainage easements, sewer easements and utility easements, either separately or in combination, as shown on the plat, and which are reserved for the use of the lot owners, public utility companies including cable TV and governmental agencies as follows:
 - A. DRAINAGE EASEMENTS (D.E.) - are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.
 - B. SEWER EASEMENTS (S.E.) - are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.
 - C. UTILITY EASEMENTS (U.E.) - are created for the use of public utility companies and cable TV companies, not including transportation companies, for the installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer easements.
 - D. LANDSCAPE EASEMENTS (L.E.) - are created and reserved for the use and benefit of the Developer and the owners of the lots within this addition for the installation, construction, maintenance, repair, reconstruction and replacement of landscape improvements such as: earthen mounds, plantings and other landscaping, walls, fences, entry ways, columns, landscape irrigation systems, accent lighting systems, street lights, subdivision identification signs and other items. It shall be the obligation of each owner of said lots, in common with the other owners of said lots; to contribute an equal share of the cost of maintenance of landscape improvements located within said easement. Where a majority of the owners of said lots elects to repair said landscape improvements and one or more owners fail to pay their allocable share of the cost of such repair, then the owners paying such cost may file a lien for the reasonable value of labor performed and materials furnished for such repair, as prescribed by the mechanics lien laws of the State of Indiana against any such lot and owner thereof so failing to pay his or their allocable share, and shall be entitled to recover the full amount owed, together with interest from the date demanded at the highest lawful rate and reasonable attorney fees, from the defaulting lot owner.
- All of the foregoing easements shall be deemed to include the necessary rights of ingress and egress in, along, across and through the same to permit the beneficial use and enjoyment thereof for their intended purposes. The owners of all lots in this subdivision shall take and hold title to their lots subject to all of the foregoing easements, to the rights of the public utility companies, governmental agencies, Developer and the Property Owners Association therein, and to the jurisdiction of the proper governmental authorities. No permanent or other structures shall be erected or maintained on any of the foregoing easements, except for walls, fences, driveways, walkways and other installations which are specifically permitted hereunder, including, as to Landscape Easements, any installations which are permitted hereunder to be located in such Landscape Easements, any walls, fences, driveways, walkways and other installations erected and maintained on any of the foregoing easements shall be at the risk of the party erecting and maintaining the same and subject to the rights and easements herein and hereby created.
3. All lots in this addition shall be designated as residential lots. Only a one single family dwelling with accessory buildings, and not exceeding two and one-half stories in height may be erected or maintained on any platted lot in this addition.
4. No residence shall be erected or maintained on any lot in this Addition having a ground floor area of less than 1850 square feet, if a one story structure, or 2250 square feet minimum gross area for a multi story structure. All residences shall have an attached two car garage as a minimum. All structures shall be conventionally constructed.
5. No trailer, tent, shack, basement, garage or temporary structure of any kind shall be used for temporary or permanent residential purposes on any lot. No noxious or offensive trade shall be carried on upon any lot in this addition nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
6. No lot in this addition shall hereafter be subdivided or resubdivided into parcels so as to create additional residential lots greater than the number of lots shown hereon.
7. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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8. No building shall be erected, placed on or altered on any one of these lots in this addition until the building plans, plot plan and specifications showing the location thereof have been approved in writing by the developer or a committee appointed by the developer for conformity and harmony of external design with existing structures in this area and also as to location of building with respect to property and building set-back lines. The size and type of culvert pipes to be installed under private drives shall be approved by said developer or committee. In the event of the death or resignation of any member of this committee, the surviving members shall select his successor, but the surviving members shall have authority to approve or disapprove such design or location until such successor is designated. If the developer or said committee shall fail to approve or disapprove such design or location within 10 days after said plans have been submitted, or if no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof such approval shall not be required. Said committee shall act and serve without compensation. Said committee shall act and serve until January 1, 1995, at which time the then record owners of a majority of the lots in this addition, subject to the covenants herein set forth, may designate in writing, duly recorded among the land records, their authorized representatives, who thereafter shall have all the powers, subject to the above limitations as were previously delegated therein to the said committee.
9. No fence shall be built or erected nearer the street lines than the building set-back lines shown on this plat for a particular lot. Low fences or trellises forming an integral part of the design of the house are permitted, provided that they do not project past the building line in excess of 10 feet. No fence shall be built on any utility strip being used for surface storm water conveyance.
10. The right to enforce these restrictions shall vest in the owners of the lots in this addition and the said right together with the right to cause removal of any structure or part thereof erected or maintained in violation of these restrictions may be exercised by injunction or by appropriate action at law. The right of enforcement of the covenants is hereby also granted to the Department of Metropolitan Development of Marion County, its successors or assigns.
11. These restrictions constitute covenants running with the land and shall be in full force and effect for a period of 25 years from the date of execution below, provided that at the expiration of said term these restrictions shall be automatically renewed thereafter for periods of 25 years each, unless at least one year prior to the expiration of the first 25 year period the owner or owners of a majority of lots in this addition shall execute and acknowledge a declaration in writing waiving renewals and said written declaration shall be recorded in the Office of the Recorder of Marion County, Indiana, in which event the provisions above set out for renewals shall be nullified and provided further that the owners of record of three-fourths of the lots in this Addition may at any time by agreement in writing, extend, change, alter or rescind such restrictions or conditions, and such agreement when recorded in the said Recorder's Office shall be binding on all lots in the Addition.

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IN WITNESS WHEREOF, the undersigned, Developer, as the owner of the Real Estate has hereunto caused its name to be subscribed this 30 day of January, 1990.

SCOTT PETERSON HOMES, INC.

By: J. Scott Peterson, President
J. Scott Peterson, President

STATE OF INDIANA)
):
COUNTY OF MARION)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, J. Scott Peterson, President of Scott Peterson Homes, Inc. and acknowledge execution of the above and foregoing certificate as his voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and seal this 30th day of January, 1990.

Holly J. Lee
(Holly J Lee), Notary Public



My Commission Expires:

4-1-92