

*[Signature]*

920046702

\$ 20<sup>00</sup>  
2

INSTRUMENT NUMBER

SUBDIVISION/HPR DEER RIDGE SEC. I

LEGAL PSW 1/4 SE 1/4 S 29 T 17 R 5

OWNER BEERY DEV. CORP II

CROSS REFERENCE

\_\_\_\_\_  
\_\_\_\_\_

DECLARATION

\_\_\_\_\_

OTHER

\_\_\_\_\_

TOWNSHIP

\_\_\_\_\_

DMD/VOID STAMP  
LAND SURVEYOR  
TOWNSHIP  
AUDITOR  
NOTARY

*[Handwritten marks]*

RECEIVED FOR RECORD  
92 APR 20 PM 3:35  
JOAN H. KUMERL  
MADISON COUNTY RECORDER

PICK-UP:

STOEPPELWEIT

849-5935

1. The undersigned Registered Land Surveyor, hereby certifies that the plat hereunto annexed represents a subdivision of a part of the Southeast Quarter of the Consolidated Quarter of Section 29, Township 17 North, Range 5 East, in Marion County, Indiana, being more particularly described as follows:

This subdivision is the Northeast corner of said Southeast Quarter of the Southeast Quarter, thence South 89 degrees 51 minutes 14 seconds West along the North line of said Quarter Quarter 300.00 feet to the POINT OF BEGINNING of this subdivision; thence South 00 degrees 00 minutes 00 seconds East 300.00 feet to the POINT OF BEGINNING of this subdivision; thence South 89 degrees 51 minutes 14 seconds West parallel with the said North line 30.53 feet; thence South 00 degrees 00 minutes 00 seconds East 138.17 feet; thence South 89 degrees 51 minutes 14 seconds West 777.82 feet; thence North 00 degrees 00 minutes 00 seconds East 215.00 feet; thence North 89 degrees 51 minutes 14 seconds West 777.82 feet; thence North 00 degrees 00 minutes 00 seconds East 30.53 feet; thence South 89 degrees 51 minutes 14 seconds West 777.82 feet to a point on said West line; thence North 00 degrees 00 minutes 00 seconds East along said West line 215.00 feet; thence North 89 degrees 51 minutes 14 seconds East parallel with said North line 100.00 feet; to a point on the said North line; thence North 89 degrees 51 minutes 14 seconds East along said North line 416.89 feet to the place of beginning, containing 6.303 acres, more or less. Subject to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consists of 22 lots, numbered 1-22, together with streets and easements shown hereon. The size of lots and width of streets are shown in feet and decimal parts thereof.

Witness my signature this 27th day of August, 1922.

CLAIR C. HEIF  
Registered Land Surveyor  
9018

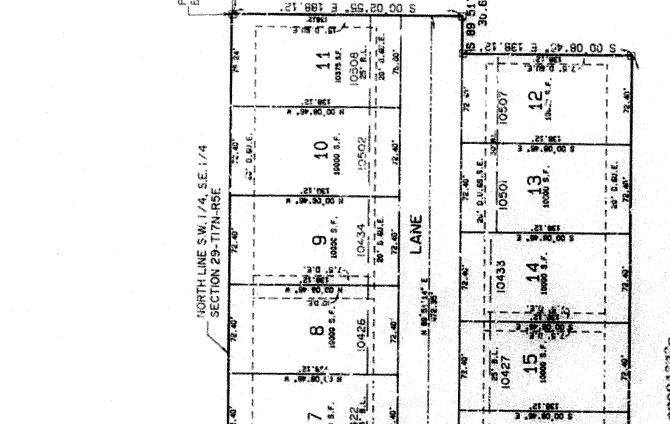


METERS 14584  
08/30/21

WEST LINE S.W. 1/4, S.E. 1/4 SECTION 29-T17N-R5E  
N 00° 01' 21" E 100.00'  
N 89° 51' 14" E 215.00'  
E 89° 51' 14" W 227.00'  
N 00° 01' 21" E 176.25'  
S 89° 51' 14" W 777.82'  
N 89° 51' 14" E 215.00'  
E 89° 51' 14" W 777.82'

VOID UNLESS RECORDED BEFORE 10-9-22

# DEER RIDGE SECTION 1



CURVE NO.	NAME	AREA	CHORD	CHORD BEARING	TANGENT	CHORD BEARING	AREA
1	S 89° 51' 14" E	10000 S.F.	10000	89° 51' 14"	17692	17692	10000 S.F.
2	S 89° 51' 14" W	10000 S.F.	10000	89° 51' 14"	17692	17692	10000 S.F.

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92001674-2

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WEST LINE S.W. 1/4, S.E. 1/4 SECTION 29-T17N-R5E  
N 00° 01' 21" E 100.00'  
N 89° 51' 14" E 215.00'  
E 89° 51' 14" W 227.00'  
N 00° 01' 21" E 176.25'  
S 89° 51' 14" W 777.82'  
N 89° 51' 14" E 215.00'  
E 89° 51' 14" W 777.82'

POINT OF BEGINNING  
N.E. COR. S.W. 1/4, S.E. 1/4 SECTION 29-T17N-R5E  
S 89° 51' 14" W 300.00'

LEGEND  
16 LOT NUMBER  
10000 S.F. LOT SQUARE FOOTAGE  
8300 DAULE DRAINAGE & UTILITY EASEMENT  
DAULES.E. DRAINAGE UTILITY & SANITARY SEWER EASEMENT  
DA. DRAINAGE EASEMENT  
BL. BUILDING SETBACK LINE  
BOLING SETBACK LINE  
DEKRETER A 6"x4" 30" LONG PRECAST CONCRETE FLUSH WITH FINISH GRADE  
DEKRETER B 6"x4" 30" LONG PRECAST CONCRETE FLUSH WITH FINISH GRADE

THE INSTRUMENT PREPARED BY  
STOEPPELWERTH & ASSOCIATES, INC.  
P.O. BOX 509007  
INDIANAPOLIS, INDIANA 46250  
PHONE (317) 549-5935

LOT NUMBER	AREA	CHORD	CHORD BEARING	TANGENT	CHORD BEARING	AREA
1	10000	10000	89° 51' 14"	17692	17692	10000
2	10000	10000	89° 51' 14"	17692	17692	10000
3	10000	10000	89° 51' 14"	17692	17692	10000
4	10000	10000	89° 51' 14"	17692	17692	10000
5	10000	10000	89° 51' 14"	17692	17692	10000
6	10000	10000	89° 51' 14"	17692	17692	10000
7	10000	10000	89° 51' 14"	17692	17692	10000
8	10000	10000	89° 51' 14"	17692	17692	10000
9	10000	10000	89° 51' 14"	17692	17692	10000
10	10000	10000	89° 51' 14"	17692	17692	10000
11	10000	10000	89° 51' 14"	17692	17692	10000
12	10000	10000	89° 51' 14"	17692	17692	10000
13	10000	10000	89° 51' 14"	17692	17692	10000
14	10000	10000	89° 51' 14"	17692	17692	10000
15	10000	10000	89° 51' 14"	17692	17692	10000
16	10000	10000	89° 51' 14"	17692	17692	10000
17	10000	10000	89° 51' 14"	17692	17692	10000
18	10000	10000	89° 51' 14"	17692	17692	10000
19	10000	10000	89° 51' 14"	17692	17692	10000
20	10000	10000	89° 51' 14"	17692	17692	10000
21	10000	10000	89° 51' 14"	17692	17692	10000
22	10000	10000	89° 51' 14"	17692	17692	10000

"street right line restrictions". No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet shall be permitted within the triangular area formed by the intersection of the street line connecting points 25 feet from the intersection of said street line with the street line extended. The same sight lines shall be maintained at the intersection of a street line with the street line extended. The same sight lines shall be maintained at the intersection of a street line with the street line extended. No fence shall be permitted to be constructed within the street set back line and the street curb.

Violation of any of the conditions, covenants, conditions, restrictions, easements, or other restrictions contained herein, or any one or more of the same, shall constitute a breach of this plat and shall be deemed to be a nuisance. The Metropolitan Development Commission, upon receiving notice of such violation, shall have the right to enforce the same, including the right to secure injunctive relief or to secure removal by and with restrictions contained herein, and shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred as a result thereof. The Metropolitan Development Commission, upon receiving notice of such violation, shall have the right to enforce the same, including the right to secure injunctive relief or to secure removal by and with restrictions contained in this plat other than those or other limitations contained in this plat.

Further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing the same, including the right to secure injunctive relief or to secure removal by and with restrictions contained in this plat other than those or other limitations contained in this plat.

of the Subdivision Control Ordinance 92-30-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.



DEER RIDGE

The undersigned, BEERY DEVELOPMENT CORP II, an Indiana Corporation, owner of the real estate described in the plat of Deer Ridge does hereby lay off, plat and subdivide the same in accordance with the plat and description. Deer Ridge consists of 22 lots numbered 1 through 22 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.

All numbered lots (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 16 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 liveable 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. Not 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' or 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 intersections 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 and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

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 covenants, 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 provisions of the subdivision control ordinance, 58-AO-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 not less than one member. Said initial members of the Architectural Review Committee will be appointed jointly by the persons who have executed this plat. Those 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 setback 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. 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. Invalidity of any of the covenants by judgment or court order shall in no way affect any of the other covenants which shall remain in full force and effect.

In testimony whereof, witness the signature of Owner and Declarant this 20<sup>th</sup> day of March, 1992.

OWNER/DEVELOPER  
BEERY DEVELOPMENT CORP II



David E. Beery, President