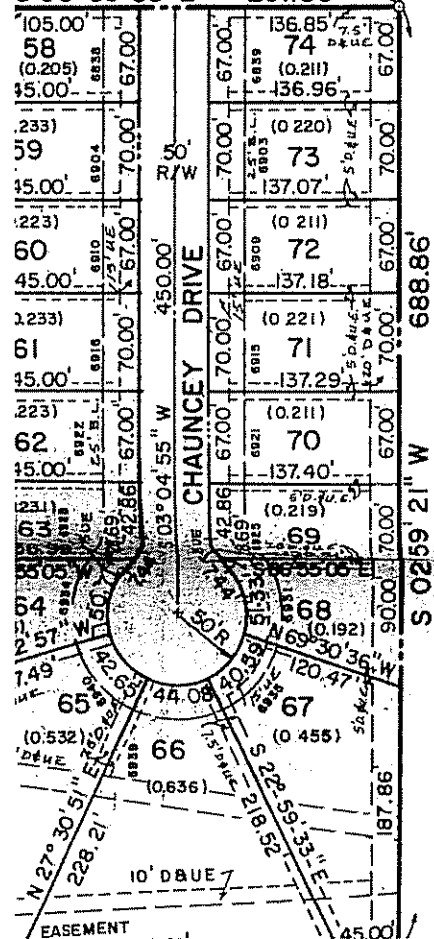


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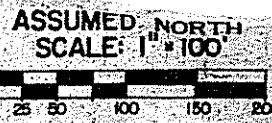
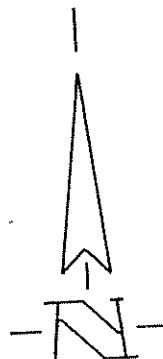
N 1/4 of SECTION 12-14-2E

SECTION ONE

05° E 105.00'
5°06' E 56.57'
8°04'54" E 56.57'
S 86°55'05" E 291.85'



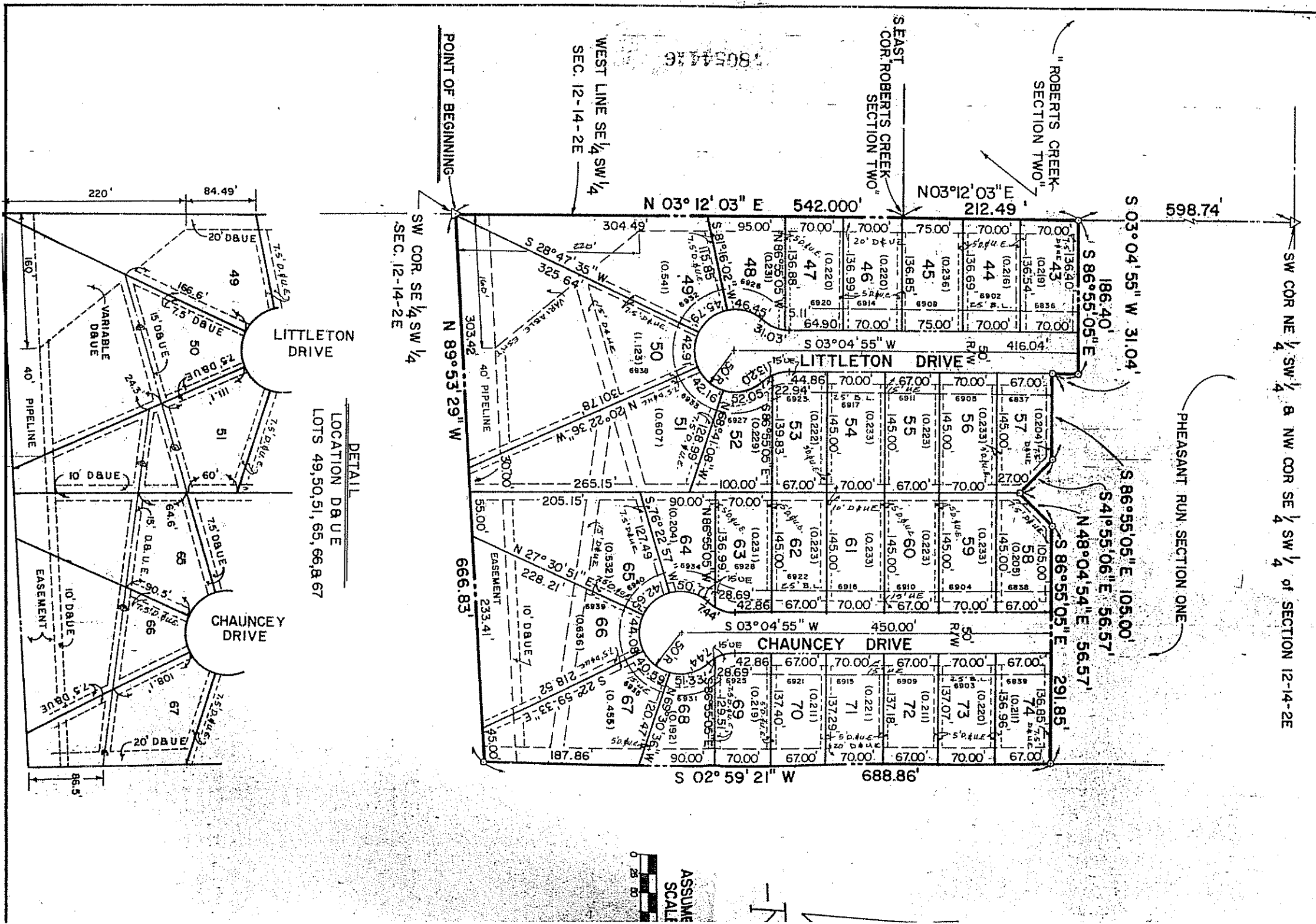
PHEASANT RUN SECTION TWO



I, the undersigned, hereby certify that the within plat is true and correct and represents a part of the Southeast Quarter of the Southwest Quarter of Section 12, Township 14 North, Range 2 East in Marion County, Indiana, being more particularly described as follows:

Beginning at a stone marking the Southwest corner of the Southeast Quarter of said Southwest Quarter Section; thence North 03 degrees 12 minutes 03 seconds East (Assumed Bearing) along the West line of the said Quarter Quarter Section 542.00 feet to the Southeast corner of Robert's Creek Subdivision, Section Two as per plat thereof recorded as Instrument #72-47645 in the Office of the Recorder of Marion County, Indiana; thence North 03 degrees 28 minutes 48 seconds East by Plat and North 03 degrees 12 minutes 03 seconds East by measurement along the West line of said Quarter Quarter Section and along the East line of said subdivision 212.49 feet; thence South 86 degrees 55 minutes 05 seconds East 186.40 feet; thence South 03 degrees 04 minutes 55 seconds West 31.04 feet; thence South 86 degrees 55 minutes 05 seconds East 105.00 feet; thence South 41 degrees 55 minutes 05 seconds East 56.57 feet; thence North 48 degrees 04 minutes 54 seconds East 56.57 feet; thence South 86 degrees 55 minutes 05 seconds East 291.85 feet to the West line of a tract of ground conveyed by Trustee's Quit Claim Deed recorder as Instrument #69-63227 in the Office of the Recorder of Marion County, Indiana; thence South 02 degrees 59 minutes 21 seconds West along the West line of said tract and generally along an existing fence line 688.86 feet to the Southwest corner of said tract; thence North 89 degrees 53 minutes 29 seconds West generally along an existing fence line 666.83 feet to the PLACE OF BEGINNING, containing 10.870 acres, more or less.

This subdivision consists of 32 lots, numbered 43 through 74, both inclusive, together with streets, easements and public ways as shown on the within plat.



RESTRICTED COVENANTS

The undersigned, Vogel Construction Co, Inc. by Harry A. Weaver Jr, Pres. and John M. Hart, Vice Pres., being the owners of the described real estate do hereby lay off plat and subdivide the same into lots and streets in accordance with the within plat. The within plat shall be known and designated as PHEASANT RUN - SECTION II, an Addition in Marion County, Indiana.

1. The streets shown and not heretofore dedicated are hereby dedicated to the public.
2. All numbered lots in this Addition shall be designated as residential lots. Only one single family residence with attached accessory building and not exceeding 35 feet in height may be erected or maintained on said lots.
3. Front building lines are established as shown on this plat between which lines and the right of way lines of the street no structure shall be erected or maintained. No fence, wall hedge or shrub planting which obstructs sight lines at elevations 2 and 6 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 lines, or in the case of a rounded corner from the intersection of the street lines extended. The same sightline 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 tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
4. No one story residence shall be erected on any lot in this Addition having a main floor area of less than 900 square feet and no residence with more than one story shall have a main floor area of less than 660 square feet nor less than 900 square feet of total living area exclusive of open porches, garages or basements.
5. No trailer, boat, camper, motorcycle, truck or other vehicle not related to residential use shall be stored, temporarily or permanently, on any lot in this subdivision, nor shall any tent, shack, barn or other outbuilding or temporary structure be used for temporary or permanent residence purposes or any other purpose on any lot in this Addition.
6. 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.
7. No poultry or farm animals shall be raised or maintained on any lot. This restriction shall not prohibit a resident from keeping an usual pet animal or bird.
8. There are strips of ground as shown on the within plat marked Drainage Easements and or Utility Easements which are hereby reserved for the use of public utility companies not including transportation companies for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drains subject at all times to the authority of the City of Indianapolis, Indiana, and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips. The owners of such lots in this Addition however shall take their title subject to the rights of the public utilities.
9. The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by due process of law of any septic tank absorption bed or structure erected or maintained in violation thereof is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs and assigns, and the Metropolitan Development Commission, their successors or 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 in full force and effect for 25 years from recording date, 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 judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
10. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them.
11. A strip of ground 20 feet wide is reserved for drainage and utility easement along the front of all lots unless otherwise noted.
12. There shall be a five (5) foot Drainage Easement on each lot unless otherwise noted.

IN WITNESS WHEREOF, Vogel Construction Co, Inc by Harry A. Weaver Jr, Pres. and John M. Hart, Vice Pres.,

have hereunto caused its and their names to be subscribed

This 22nd day of June 1978

Harry A. Weaver Jr.
Harry A. Weaver Jr.
President

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