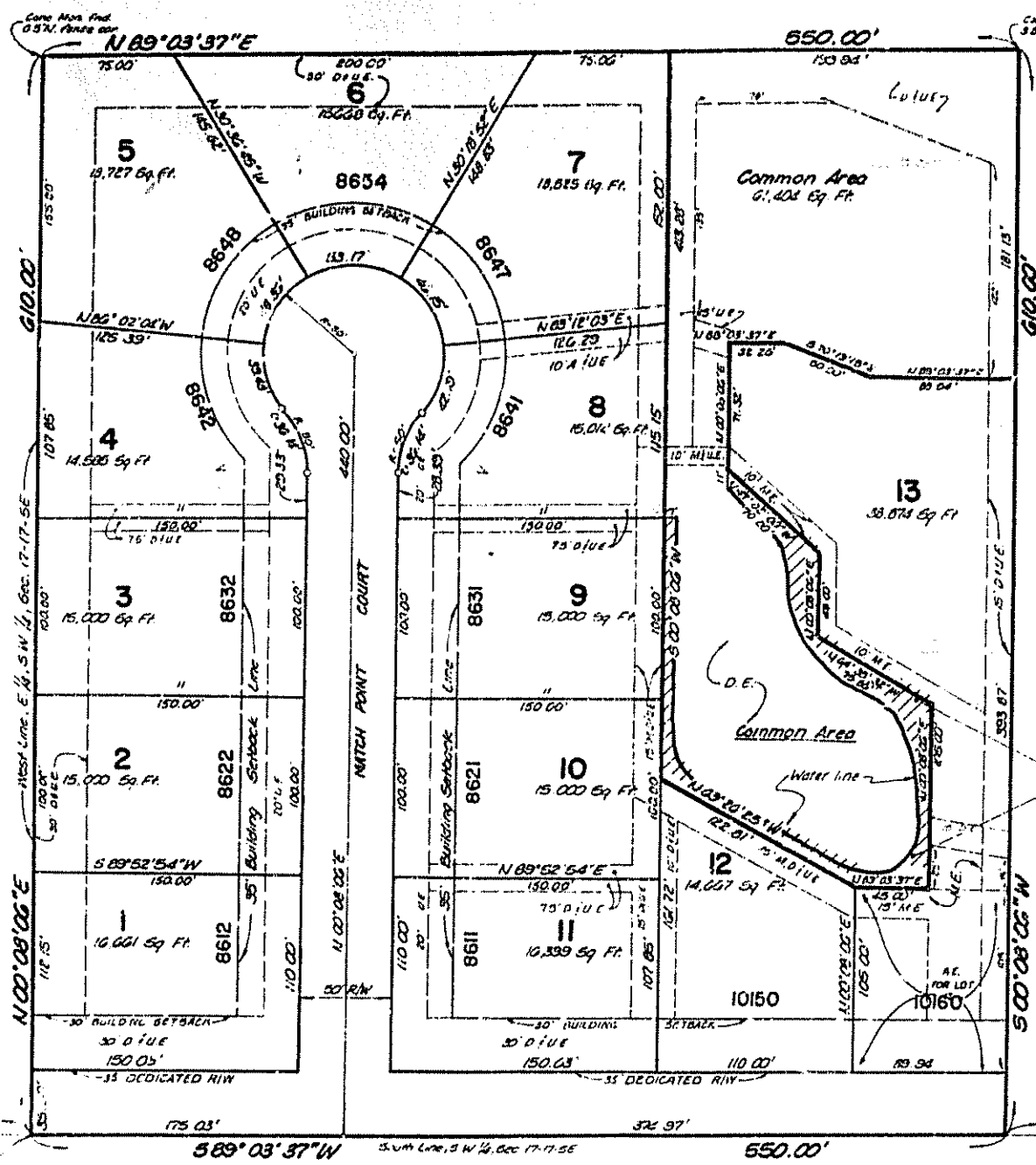
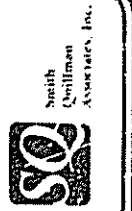


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SEP 18 PM 2:46

SEP 18 1988



LEGAL DESCRIPTION

Part of the East Half of the Southwest Quarter of Section 17, Township 17 North, Range 5 East in Marion County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of said Half Quarter Section, which point bears South 89 degrees 03 minutes 37 seconds West 1333.11 feet from the Southwest corner of said Quarter Section and North 89 degrees 03 minutes 37 seconds East 1333.11 feet from the Southwest corner of said Quarter Section; thence North 00 degrees 00 minutes 00 seconds East upon and along the West line of said Half Quarter Section 610.00 feet to a point; thence North 89 degrees 03 minutes 37 seconds East parallel with the South line of said Quarter Section 500.00 feet to a point; thence South 00 degrees 00 minutes 00 seconds West parallel with the West line of said Half Quarter Section 610.00 feet to a point on the South line of said Quarter Section; thence South 89 degrees 03 minutes 37 seconds West upon and along the South line of said Quarter Section 550.00 feet to the Place of Beginning, containing 7.701 acres, more or less.

CERTIFICATIONS

I, the undersigned, a Registered Land Surveyor in the State of Indiana, do hereby certify that on the basis of my knowledge, information and belief, the boundaries shown hereon were traced by me or under my supervision, whereby we retraced the boundaries of the following described real estate, to the normal standard of care of Registered Land Surveyors practicing in Indiana. The corners were marked as shown.

Certified this 12th day of September, 1988.

Richard A. O'Brien Registered Land Surveyor No. 859911, State of Indiana

This subdivision consists of 13 lots, numbered 1 through 13, both inclusive, together with streets, easements and public ways as shown on the within plat.

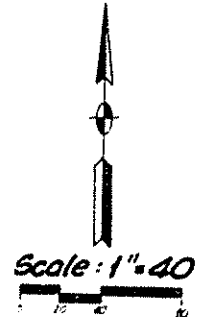
The size of lots and widths of streets are shown to the nearest tenth and decimal parts thereof.

This certification does not take into consideration title matters that are an accurate and correct title search and/or examination might disclose.

Subject to the above reservation, I hereby certify that the within plat is a representation of the above described land, surveyed and certified by Richard A. O'Brien (S.L.S. No. 859911), and was subdivided and platted by myself or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this 12th day of September, 1988.

Paul Maurer Registered Land Surveyor No. 859911, State of Indiana



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Limited Common Area As defined by the cross-hatched areas between the water line and the top lines adjacent to the lake

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THIS INSTRUMENT PREPARED BY: Smith Guilliman Assoc. 8541 Cash St. Indianapolis, IN 46250 Ph. (317) 841-9102

APPROVAL PLAT COMMITTEE METROPOLITAN DEVELOPMENT COMMISSION DIVISION OF DEVELOPMENT SERVICES MARION COUNTY, INDIANA September 17, 1988



VOID UNLESS RECORDED BEFORE 11-9-90

WYDEMERE COURT PART OF THE E 1/2, SW 1/4, SEC. 17-17-5E

Table with columns: REVISIONS, BY, DATE

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PLAT I-0071 SHEET 1 OF 2 DATE 12 19 88

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David K. Vanarsdall, as the owner of the real estate described within as Lot No. 13, and Vanarsdall & Hughes, Inc., as the owner of the remainder of the within described real estate, do hereby lay off, plat and subdivide the same into lots, public ways, easements, common areas and limited common areas in accordance with the plat.

This subdivision shall be known and designated as "Wyndemere Court," an addition in Marion County, Lawrence Township, Indiana.

1. Streets. The streets, together with all existing and future planting, trees and shrubbery located within the boundaries thereof, as shown on the plat are hereby dedicated to the perpetual use of the public for proper purposes.

2. Easements for Access, Drainage, Maintenance, Sewer and Utilities. Lots in the subdivision are subject to access, drainage, maintenance, sewer and utility easements, either separately or in any combination of the five, as shown on the plat which are reserved for the use of the lot owners public utility companies and governmental agencies, as follows:

(A) ACCESS EASEMENTS (A.E.) are created for the use of lot owners in the subdivision and the owner of the common area for ingress and egress in, along, over and through certain of ground as designated. Except as required for the operation, repair or maintenance of the common area by the owner thereof, no motor vehicle traffic shall be permitted on, over or across the Access Easement crossing the lots designated as lots 7 and 8 on the plat.

(B) DRAINAGE EASEMENTS (D.E.) are created to provide paths and courses for area and local storm drainage, without overhead or in adequate underground conduits, to serve the needs of the subdivision and adjoining ground and/or public drainage systems, and it shall be the individual responsibility of the lot owner to maintain the drainage across his or her 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.

(C) 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 subdivision for the purposes of installation and maintenance of sewers, detention basins and outfall structures that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.

(D) UTILITY EASEMENTS (U.E.) are created for the use of public utility companies, including cable television companies, but not including transportation companies, for the installation and maintenance of pipes, mains, ducts, poles, lines, wires and cables, as well as for the uses specified in the case of sewer easements.

(E) MAINTENANCE EASEMENTS (M.E.) are created for the use of the owner, and its authorized agents and representatives, of the common area and the limited common area for the maintenance and repair of the common area and the limited common area.

(F) LANDSCAPE AND SIGN EASEMENTS (L.S.E.) are created for the use of the Association (as defined in the Declaration), and its authorized agents and representatives, for the planting, installation, maintenance and preservation of trees, shrubs, hedges and other landscaping and buffering, and for the erection, construction and maintenance of walls, fences, lighting, walkways, pathways and a protect sign for the subdivision. Each owner shall be responsible for maintaining the landscaping and buffering located within any Landscape and Sign Easement crossing his or her lot.

The undersigned reserves for himself, his successors and assigns the right to use all such easements until such time as substantially completed dwellings have been constructed on all lots in the subdivision. No permanent or other structures shall be maintained or erected on any easement, except for fences, driveways and walkways. The owners of all lots in this subdivision shall take title subject to the rights of public utilities, governmental agencies and the rights of the other lot owners in this subdivision to the easements herein granted to them for ingress and egress in, along and through the strips of ground for the purposes stated herein.

3. Right Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 1 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 rounded property corners, from the

intersection of the street 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 tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of the sight line.

4. Drainage. It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the Development Plan (Grading Plan) as approved for this plat by the Department of Public Works, Indianapolis, Indiana, and the requirements of all drainage permits issued for any lot or parcel of land within this plat.

5. Land Use and Dwelling Size. All numbered lots in this subdivision shall be designated as residential lots. No business buildings shall be erected on said lots and no business may be conducted on any part thereof. No structure shall be erected, altered, placed or permitted to remain on any residential lot, other than one detached single family dwelling not exceeding 33 feet in height, and residential accessory buildings. Any garage or accessory building erected shall be of a permanent type of construction and shall conform to the general architecture and appearance of dwellings constructed on all residential lots shall be 2,000 square feet for ranch-style and 2,400 for multi-story, provided that a multi-story dwelling shall have a ground floor with a minimum living space of 1,200 square feet. The square footage of living space is exclusive of porches, terraces, gazebos, carports, accessory buildings and basements.

6. Setback Requirements

(A) IN GENERAL. Unless otherwise provided herein on the plat, no dwelling house or above grade structure shall be constructed or placed on any lot in this subdivision, except as provided herein.

(B) DEFINITIONS. "Side line" means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.

(C) FRONT YARDS. The front building setback lines shall be as set forth on this plat.

(D) CUL-DE-SACS. If a particular lot abuts on a cul-de-sac, the front building setback line shall be shown on the plat of that lot.

(E) SIDE YARDS. The side yard setback lines shall be as set forth on this plat, and if not designated on the plat, the aggregate of the side yard setback lines for a lot shall be not less than seventeen (17) feet and the side yard setback lines shall be not less than seven (7) feet.

(F) REAR YARDS. Rear setback lines shall be as set forth on this plat, and if not designated on the plat, the rear setback lines shall be not less than thirty (30) feet.

7. DEVELOPMENT CONTROL COMMITTEE. Prior to application for an Improvement Location Permit from the Department of Metropolitan Department of the City of Indianapolis for the construction of a residence or other structure, site plans and building plans shall be approved in writing by the Development Control Committee (as defined in the Declaration). Such approval shall include building design, color and location, private drives, tree preservation and proposed landscaping.

8. Controlling Documentation. The restrictions contained in this plat are an implementation of the Declaration of Covenants, Conditions and Restrictions of Wyndemere Court, recorded as Instrument No. \_\_\_\_\_ in the Office of the Recorder of Marion County, Indiana (the "Declaration"). In the event of a discrepancy between these plat restrictions and the Declaration, then the Declaration shall control.

9. Enforcement. The right of enforcement of each of the foregoing restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to the Development Control Committee, the owners of the lots in the subdivision and their heirs, successors and assigns, who are entitled to such relief without being required to show any damage of any kind to the Development Control Committee or any owner or owners, by or through any such violation or attempted violation. The right of enforcement of the covenants is hereby also granted to the Department of Metropolitan Development of Marion County, its successors or assigns.

10. TERM. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2057, at which time said covenants, limitations and restrictions shall be automatically extended for successive periods of ten (10) years, unless by vote of those persons who are then the owners of a majority of the lots, it is agreed to

change the covenants, limitations and restrictions in whole or in part.

9. Severability. Each one of the covenants, limitations and restrictions herein is hereby declared to be independent of, and severable from the rest of the covenants, limitations and restrictions, and of and from every other one of the covenants, limitations and restrictions and of and from every one of the covenants, limitations and restrictions. If determined to be invalid or to be unenforceable, or to lack the quality of running with the land, such determination shall not affect the validity, enforceability or running with the land quality of any other covenant, limitation or restriction.

IN WITNESS WHEREOF, the undersigned has hereunto caused his name to be subscribed as of the 1st day of August, 1990.

David K. Vanarsdall  
David K. Vanarsdall, Owner

VANARSALL & HUGHES, INC., Owner  
an Indiana corporation

By: James E. Hughes  
JAMES E. HUGHES  
(Printed)

Its: Treasurer

STATE OF INDIANA )  
COUNTY OF MARION )

Before me a Notary Public in and for the County and State personally appeared David K. Vanarsdall, and acknowledged the execution of the foregoing instrument as his voluntary act and deed and affixed his signature thereto.

Witness my signature and notarial seal this 1st day of August, 1990.

CLARA S. BROWN  
Notary Public - Signature

CLARA S. BROWN  
Notary Public - Printed

My Commission Expires: 3-16-93

My County of Residence: MARION

STATE OF INDIANA )  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared James E. Hughes, of Vanarsdall & Hughes, Inc., and acknowledged the execution of the foregoing for and on behalf of said corporation.

Witness my hand and Notarial Seal, this 1st day of August, 1990.

Clara S. Brown  
Notary Public - Signature

CLARA S. BROWN  
Notary Public - Printed

My Commission Expires: 3-16-93

My County of Residence: MARION

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WYNDEMERE COURT  
for: Vanarsdall Const.

Table with columns: REVISIONS, BY, DATE

FILED  
SEP 18 1990  
LAWRENCE TOWNSHIP

APPROVED THIS ... DAY OF ... 19...  
LAWRENCE TOWNSHIP ASSESSOR

JOHN WEAVER  
I-0071  
SHEET

2  
OF  
2

Covenants & Restrictions