



DAVID BRENTON'S TEAM

RE/MAX Select, REALTORS

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The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

The information is deemed reliable, but not guaranteed.

file# 631041

000175863

Park View at Wellingshire, Section 2 (a.k.a. Pawnee Ridge at Southern Dunes, Section 2)

Perry Township, Marion County, Indiana
Part of N.W. 1/4, Section 16, Township 14 North, Range 3 East

PLAT CONDITIONS AND RESTRICTIONS FOR PARK VIEW AT WELLINGSHIRE, SECTION 2 (a.k.a. Pawnee Ridge at Southern Dunes, Section 2)

This instrument, executed by P.M. Thompson Development Corporation, heretofore referred to as "Developer" or "Developer(s)", with the consent and approval of the Wellingshire Joint Venture (containing P.M. Thompson Development Corporation and Waterway Holdings, Inc.) as owner of the real estate shown and described in the Plat of this Subdivision hereby certifies that they have laid out, plotted and subdivided, and also hereby lay out, plot and subdivide said Real Estate in accordance with the Plat, this Subdivision and Ridge at Southern Dunes, Section 2, an addition in Marion County, Indiana, consisting of lots, consisting of lots 76 through 131 inclusive and blocks "C", "D", "E" and "F".

All rights of way shown and not heretofore dedicated are hereby dedicated to the public for its use as public ways.

There are certain "Plat Conditions and Restrictions" contained on Sheet 2 of 2000 as rec'd. No. 0000-PLT-021 in the Office of the Marion County Recorder which are incorporated herein. These Plat Conditions and Restrictions run with the land and are binding on all parties or persons and on any portion of the land. Any person acquiring title to any portion of the land shall be subject to the terms and conditions thereof and as a condition of acquiring such title, agree to and shall be bound by said Plat Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, as Developer of the aforesaid Real Estate, and a member of the Wellingshire Joint Venture, has heretofore executed these Plat Conditions and Restrictions as of the 20th day of July, 2000.

P. M. Thompson Development Corporation

By: R. M. Thompson, President

STATE OF INDIANA }
COUNTY OF MARION } SS:

Before me, a Notary Public, personally appeared R.M. Thompson, President of P.M. Thompson Development Corporation, Decedent and member of the Wellingshire Joint Venture, and acknowledged the execution of these Plat Conditions and Restrictions.

Witness my hand and Notarial Seal this 20th day of July, 2000.

Notary Public
Arthur L. Kover



My Commission Expires: 12-31-2001
My County of Residence: Marion

IN WITNESS WHEREOF, Waterway Holdings, Inc., a member of the Wellingshire Joint Venture, has heretofore acknowledged the execution of these Plat Conditions and Restrictions as of the 20th day of July, 2000.

Waterway Holdings, Inc.

By: Kevin M. Giffin, President

STATE OF INDIANA }
COUNTY OF MARION } SS:

Before me, a Notary Public, personally appeared Kevin M. Giffin, President of Waterway Holdings, Inc., Decedent and member of the Wellingshire Joint Venture, and acknowledged the execution of these Plat Conditions and Restrictions.

Witness my hand and Notarial Seal this 20th day of July, 2000.

Notary Public
Arthur L. Kover



My Commission Expires: 12-31-2001
My County of Residence: Marion

SUBDIVISION CONVEYANCE
It shall be the responsibility of the owner of any lot or parcel of land within this plat to comply at all times with the provisions of the auxiliary sewer construction approved by the Department of Public Works and the requirements of all sanitary sewer construction permits for this plat issued by said department. Owner further covenants that no building, structure, tract or other construction shall be erected, maintained, or allowed to continue on the portion of the aforesaid estate in which the easement and right of way is granted without express written permission from the department. Such permission, when duly procured, shall run with the real estate. The Department, and its agents, shall have the right to ingress and egress, for temporary periods only, over the owner's real estate adjoining said easement and right of way when necessary to construct, repair or maintain sanitary sewer facilities.

SEWER DRAINAGE CONVEYANCE
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 drainage plan as approved for this plat by the Dept. of Capital Asset Management (Drainage Division) of the City of Indianapolis and the requirements of all drainage permits for this plat issued by said Department.

METROPOLITAN DEVELOPMENT COMMISSION The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority to enforce any covenants, easements, restrictions or other limitations contained in this plat other than those covenants, easements, 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 exercising any provisions of the Existing Districts Zoning Ordinance of Marion County, Indiana, as amended, or any conditions attached to approval of this plat by the Plat Commission.

INTERSECTION SITE LINE REQUIREMENTS. No fence, wall, hedge, shrub or planting which obstructs sight lines at intersections between two (2) or more (3) feet above the street. Signs 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 twenty-five (25) feet from the intersection of said street lines, or in the case of a curved corner, from the intersection of the street lines to the corner. The same sight line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway easement. No tree shall be permitted to remain within such distance of any intersection unless the foliage there is maintained at sufficient height or without help to prevent obstruction of the sight line.

LAND DESCRIPTION
PART 1/4 OF WELLINGSHIRE, SECTION 2
(a.k.a. Pawnee Ridge at Southern Dunes, Section 2)
Part of the North half of Section 16 and part of the Southeast Quarter of Section 9, Township 14 North, Range 3 East of the Second Principal Meridian, Perry Township, Marion County, Indiana and described as follows:
Beginning of the Northwest corner of the Northwest Quarter of said Section 16:
Thence South 89 degrees 23 minutes 42 seconds East along the North line of the Northwest Quarter of said Section 16 a distance of 800.28 feet;
Thence South 34 degrees 03 minutes 22 seconds West 98.90 feet;
Thence North 89 degrees 23 minutes 42 seconds East 523.54 feet;
Thence South 30 degrees 00 minutes 15 seconds West 115.00 feet;
Thence North 89 degrees 23 minutes 42 seconds East 389.35 feet;
Thence South 89 degrees 23 minutes 42 seconds West 36.67 feet;
Thence North 89 degrees 23 minutes 42 seconds East 115.00 feet;
Thence North 89 degrees 23 minutes 42 seconds East 77.24 feet;
Thence North 89 degrees 23 minutes 42 seconds East 200.00 feet;
Thence North 89 degrees 23 minutes 42 seconds East 200.00 feet to the North line of the Northwest Quarter of said Section 16.
Thence continue North 89 degrees 23 minutes 42 seconds East into said Section 9 a distance of 127.75 feet to a corner point, from which the radius point bears a South 27 degrees 32 minutes 14 seconds West.
Thence Southeast along said curve on a distance of 5.41 feet to a point said curve having a radius of 200.00 feet and being subtended by a chord of South 62 degrees 08 minutes 10 seconds East.
Thence South 81 degrees 44 minutes 43 seconds East 345.11 feet to the Point of Beginning and containing 10.488 acre or less.

Subject to the right of way for Southport Road and to all other legal easements and rights of way of record.

I, the undersigned hereby certify that the above description to be true and correct to the best of my knowledge and belief.

WITNESS my hand and Registered Land Surveyor's Seal this 20th day of July, 2000.

Arthur L. Kover
Registered Land Surveyor No. 50220



FINAL APPROVAL
PLAT CONDITIONS
11-2-2000
PROPER PUBLICATION NOTICE OF THE HEARING HAS BEEN PUBLISHED
April 5, 2001
April 12, 2002



2000-PLT-021

APPROVED FOR: Arthur L. Kover
DAY OF: July, 2000
PERRY TOWNSHIP RECORDER
Arthur L. Kover, CLERK
234 SOUTH FRANKLIN RD., INDIANAPOLIS, INDIANA 46219
317/352-4161
EVERGREEN
PERRY, L.L.C.
SHEET 2 OF 2

2807 CAHORN DR.

1082700

RECORDS SECTION
MARION COUNTY, INDIANA

000175863

(a.k.a. Pawnee Ridge at Southern Dunes, Section 2)

639506

Perry Township, Marion County, Indiana
Part of N.W. 1/4, Section 16, Township 14 North, Range 3 East

PLAT COVENANTS AND RESTRICTIONS
FOR PARKVIEW AT WELLINGSHIRE, SECTION 2
(a.k.a. Pawnee Ridge at Southern Dunes, Section 2)

This instrument, executed by R.N. Thompson Development Corporation, hereinafter referred to as "Developer" or as "Declarant", with the consent and approval of the Wellingshire Joint Venture (consisting of R.N. Thompson Development Corporation and Waterway Holdings, Inc.) as Owner of the real estate shown and described in the Plat of this Subdivision hereby certifies that they have laid off, platted and subdivided, and does hereby lay off, plat and subdivide said Real Estate in accordance with the Plat. This Subdivision shall be known and designated as Parkview at Wellingshire, Section 1, (a.k.a. Pawnee Ridge at Southern Dunes, Section 2) an addition in Marion County, Indiana, containing 74 lots, consisting of Lots 76 through 151 inclusive and Blocks "C", "D", "E" and "F".

All rights of way shown and not heretofore dedicated are hereby dedicated to the public for its use as public ways

There are certain "Plat Covenants and Restrictions" recorded on Nov 7, 2000 as last, No. 2000-0175863 in the Office of the Marion County Recorder which are incorporated herein. These Plat Covenants and Restrictions run with the land and are binding on all parties or persons who own any portion of the land. Any person acquiring title to any portion of the land shall be subject to the terms and conditions thereof and as a condition of acquiring such title, agree to and shall be bound by said Plat Covenants and Restrictions.

IN WITNESS WHEREOF, the undersigned, as Developer of the herein described Real Estate, and a member of the Wellingshire Joint Venture, has hereunto executed these Plat Covenants and Restrictions as of the 20th day of July, 2000.

R. N. Thompson Development Corporation

By: [Signature]
R.N. Thompson, President

STATE OF INDIANA }
} SS:
COUNTY OF MARION }

Before me, a Notary Public, personally appeared R.N. Thompson, President of R.N. Thompson Development Corporation, Declarant and Member of the Wellingshire Joint Venture, and acknowledged the execution of these Plat Covenants and Restrictions.

Witness my hand and Notarial Seal this 20th day of July, 2000.

Notary Public
Doris M. Cooper
Printed



My Commission Expires: Jun 24, 2001
My County of Residence: Marion

IN WITNESS WHEREOF, Waterway Holdings, Inc., a member of the Wellingshire Joint Venture, has hereunto acknowledged the execution these Plat Covenants and Restrictions as of the 20 day of July, 2000.

Waterway Holdings, Inc.

By: [Signature]
Kenneth N. Giffin, President

STATE OF INDIANA }
} SS:
COUNTY OF MARION }

Before me, a Notary Public personally appeared Kenneth N. Giffin, President of Waterway Holdings, Inc., Declarant and Member of the Wellingshire Joint Venture, and acknowledged the execution of these Plat Covenants and Restrictions

Witness my hand and Notarial Seal this 20th day of July, 2000.

Notary Public
Doris M. Cooper
Printed



My Commission Expires: Jun 24, 2001
My County of Residence: Marion

SANITARY SEWER COVENANT

It shall be the responsibility of the owner of any lot or parcel of land within this plat to comply with the provisions of the sanitary sewer construction approved by the Department of Public Works and the requirements of all sanitary sewer construction permits for this plat issued by said department. Owner further covenants that no building, structure, tree or other obstruction shall be erected, maintained, or allowed to continue on the portion of the owners real estate in which the easement and right of way is granted without express written permission from the department. Such permission, when duly recorded, shall run with the real estate. The department, and its agents, shall have the right to ingress and egress, for temporary periods only, over the owners' real estate adjoining said easement and right of way, when necessary to construct, repair or maintain sanitary sewer facilities.

STORM DRAINAGE COVENANT

It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply with the provisions of the drainage plan as approved for this plat by the Dept. of Capital Asset Management (Drainage Division) of the City of Indianapolis and the requirements of all drainage permits for this plat issued by said Department.

METROPOLITAN DEVELOPMENT COMMISSION 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 Zoning Ordinance of Marion County, Indiana, as amended, or any conditions attached to approval of this plat by the Plat Committee.

INTERSECTION SITE LINE REQUIREMENTS. No fence, wall, hedge, shrub or planting which obstructs sight lines at elevations between two (2) and nine (9) 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 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 lines extended. The same sight line limitations of the street lines within ten (10) feet from the intersection of a street line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of any intersection unless the foliage line is maintained at sufficient minimum or maximum height to prevent obstruction of the sight line.

LAND DESCRIPTION

PARK VIEW AT WELLINGSHIRE, SECTION 2
(a.k.a. Pawnee Ridge at Southern Dunes, Section 2)

Part of the North Half of Section 16 and part of the Southwest Quarter of Section 9, Township 14 North, Range 3 East of the Second Principal Meridian, Perry Township, Marion County, Indiana and described as follows:

Beginning of the Northeast corner of the Northeast Quarter of said Section 16;
thence South 89 degrees 53 minutes 42 seconds East along the North line of the Northeast Quarter of said Section 16 a distance of 820.39 feet;
thence South 00 degrees 13 minutes 31 seconds West 386.45 feet;
thence North 89 degrees 03 minutes 22 seconds West 96.90 feet;
thence South 00 degrees 05 minutes 18 seconds East 36.07 feet;
thence South 89 degrees 53 minutes 42 seconds West 115.00 feet;
thence North 00 degrees 13 minutes 31 seconds East 366.58 feet;
thence North 00 degrees 46 minutes 28 seconds West 115.00 feet;
thence North 00 degrees 13 minutes 31 seconds East 508.00 feet;
thence North 00 degrees 13 minutes 31 seconds East 891.46 feet to the North line of the Northeast Quarter of said Section 16,
thence continue North 00 degrees 13 minutes 31 seconds East into said Section 9 a distance of 182.75 feet to a non-tangent curve from which the radius point bears South 27 degrees 32 minutes 14 seconds West;
thence Southeasterly along said curve an arc distance of 5.41 feet to a point from which the radius point bears South 26 degrees 09 minutes 26 seconds East, said curve having a radius of 500.00 feet and being subtended by a chord of South 82 degrees 09 minutes 10 seconds East;
thence South 61 degrees 45 minutes 43 seconds East 365.11 feet to the Point of beginning and containing 19.488 acres more or less.

Subject to the right of way for Southport Road and to all other legal easements and rights of way of record.

I, the undersigned hereby certify that the above description to be true and correct to the best of my knowledge and belief.

WITNESS my hand and Registered Land Surveyors Seal this 20th day of July, 2000

[Signature]
Arthur L. Kaser
Registered Land Surveyor No. 50529



RECEIVED FOR RECORD
00175863
JUL 20 2000

00175863