



# **DAVID BRENTON'S TEAM**

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## **RE/MAX Select, REALTORS**

**48 N Emerson Ave Suite 600 Greenwood, IN 46143-8895**

**(317) 882-7210 Office • (317) 888-7201 Fax**

**[www.move2indy.com](http://www.move2indy.com)**

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.**

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02/05/97 12:25PM JOAN N. RONEIL MARION CTY RECORDER JRC 21.00 PAGES: 4  
Inst: # 1997-0022725

Cross Reference:  
95-67091, 95-67092  
96-147269, 96-147270

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
OF  
THOMPSON MEADOWS  
SECTIONS 2 AND 3**

THIS SUPPLEMENTAL DECLARATION of Covenants, Conditions and Restrictions of Thompson Meadows ("Supplemental Declaration") is made this 24th day of January, 1997 by Indiana Development Company, LLC, an Indiana liability company, (the "Developer").

**Recitals**

1. Developer has developed a subdivision known as Thompson Meadows, Section 1, the plat of which was recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 95-67092.
2. Developer subjected Section 1 to a Declaration of Covenants, Conditions and Restrictions of Thompson Meadows ("Declaration") by recording said Declaration in the Office of the Recorder of Marion County, Indiana as Instrument No 95-67091.
3. The Declaration provides in paragraph 12.7 for the annexation of land adjacent to the land subjected to the Declaration to be subjected to the Declaration by execution and recordation of Supplemental Declarations by Developer.
5. Developer is the owner of the real estate described in Exhibit "A" (consisting of 2 pages) attached hereto and made a part hereof; said real estate is adjacent to the real estate described in the Declaration; Developer has platted the real estate described in Exhibit "A" hereto as Section 2 and Section 3 of Thompson Meadows (said real estate being hereinafter referred to as "Section 2 and Section 3") the plats of which are recorded as Instrument Nos. 96-147269 and 96-147270 respectively.

NOW, THEREFORE, pursuant to the Declaration, Developer, by execution and recordation of this Supplemental Declaration, does hereby subject Section 2 and Section 3 to all of the terms and conditions of the Declaration which Declaration is hereby incorporated herein by reference.



**THOMPSON MEADOWS**

**SECTION 2**

A part of Lot Number 9 in Evergreen Acres, an Addition in Marion County, Indiana, the plat of which is recorded in Plat Book 22, Page 67 in the office of the recorder of Marion County, Indiana, being more particularly described as follows:

BEGINNING at the Northeast Corner of said Lot Number 9; thence South 01 degrees 39 minutes 03 seconds West (Assumed Bearing) along the East Line of said Lot Number 9 a distance of 750.28 feet to the Southeast Corner of said Lot Number 9; thence South 88 degrees 23 minutes 03 seconds West along the South Line of said Lot Number 9 a distance of 238.39 feet; thence North 01 degrees 36 minutes 57 seconds West a distance of 109.76 feet; thence South 88 degrees 23 minutes 03 seconds West, parallel with the said South Line, a distance of 45.74 feet to the West Line of said Lot Number 9; thence North 01 degrees 39 minutes 03 seconds East along the said West Line a distance of 595.04 feet; thence South 89 degrees 41 minutes 57 seconds East, parallel with the North Line of said Lot Number 9, a distance of 103.78 feet; thence North 08 degrees 05 minutes 43 seconds West a distance of 33.21 feet to a curve having a radius of 175.00 feet, the radius point of which bears North 81 degrees 54 minutes 17 seconds East; thence Northerly along the arc of said curve a distance of 22.24 feet to a point which bears South 89 degrees 11 minutes 09 seconds West from said radius point (said point also being on the North Line of said Lot Number 9); thence South 89 degrees 41 minutes 57 seconds East along the said North Line a distance of 194.22 feet to the BEGINNING POINT.

Except Lot 61 in Thompson Meadows, Section 2, the plat of which is recorded as Instrument No. 96-147269 in the Office of the Recorder of Marion County, Indiana.

Exhibit A

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THOMPSON MEADOWS

SECTION 3

Lot Number 20 together with part of Lot Number 9 in Evergreen Acres, an Addition in Marion County, Indiana, the plat of which is recorded in Plat Book 22, Page 67 in the office of the recorder of Marion County, Indiana, being more particularly described as follows:

COMMENCING at the Northeast Corner of said Lot Number 9; thence South 01 degrees 39 minutes 03 seconds West (Assumed Bearing) along the East Line of said Lot Number 9 a distance of 750.28 feet to the Southeast Corner of said Lot Number 9; thence South 88 degrees 23 minutes 03 seconds West along the South Line of said Lot Number 9 a distance of 238.39 feet to the BEGINNING POINT; thence North 01 degrees 36 minutes 57 seconds West a distance of 109.76 feet; thence South 88 degrees 23 minutes 03 seconds West, parallel with the said South Line, a distance of 45.74 feet to the West Line of said Lot Number 9; thence North 01 degrees 39 minutes 03 seconds East along the said West Line a distance of 595.04 feet; thence South 89 degrees 41 minutes 57 seconds East, parallel with the North Line of said Lot Number 9, a distance of 103.78 feet; thence North 06 degrees 05 minutes 43 seconds West a distance of 33.21 feet to a curve having a radius of 175.00 feet, the radius point of which bears North 81 degrees 54 minutes 17 seconds East; thence Northerly along the arc of said curve a distance of 22.24 feet to a point which bears South 89 degrees 11 minutes 09 seconds West from said radius point (said point also being on the North Line of said Lot Number 9); thence North 89 degrees 41 minutes 57 seconds West along the North Line of said Lot Number 9 and 20 a distance of 677.58 feet to the Northwest Corner of said Lot Number 20; thence South 01 degrees 47 minutes 03 seconds West along the West Line of said Lot Number 20 a distance of 779.60 feet to the Southwest Corner of said Lot Number 20; thence North 88 degrees 23 minutes 03 seconds East along the South Line of said Lot Number 20 and 9 a distance of 636.41 feet to the BEGINNING POINT.

Excepts Lots 87 and 89 in Thompson Meadows, Section 3, the plat of which is recorded as Instrument No. 96-147270 in the Office of the Recorder of Marion County, Indiana.

Exhibit A

⑥

Cross Reference  
95-67091  
96-147269

JOHN J. WALKER  
NOTARY PUBLIC

174107 FEB-96

PLAT COVENANTS AND RESTRICTIONS

THOMPSON MEADOWS

SECTION 2

The undersigned, Indiana Development Company, LLC, an Indiana limited liability company (the "Developer"), is the Owner of the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). The Developer has platted and subdivided the Real Estate as shown on the plat for Thompson Meadows, Section 2, recorded as Instrument No. 96-147269, in the office of the Recorder of Marion County, Indiana (the "Plat") and desires to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") is to be known and designated as "Thompson Meadows, Section 2." In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to those covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions of Thompson Meadows, recorded as Instrument No. 95-67091, in the office of the Recorder of Marion County, Indiana, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of the Thompson Meadows Community Association, Inc. (the "Association"), set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the covenants and restrictions contained in the Declaration shall govern and control, but only to the extent of the irreconcilable conflict, it being the intent hereof that all covenants and restrictions contained herein shall be applicable to the Real Estate to the fullest extent possible. Capitalized terms used herein shall have the same meaning as given in the Declaration.

In order to provide adequate protection to all present and future Owners of Lots or dwellings in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are hereby imposed upon the Real Estate:

1. PUBLIC RIGHT OF WAY. The rights-of-way of the streets as shown on the Plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.

2. COMMON AREAS. There are areas of ground on the Plat marked "Common Area." Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas, subject to the conditions and restrictions contained in the Declaration.

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Inst # 1997-0022727

3. DRAINAGE UTILITY AND SEWER EASEMENTS. There are areas of ground on the Plat marked "Drainage Utility and Sewer Easements." The Drainage Utility and Sewer Easements are hereby created and reserved (a) for the use of Developer, all public utility companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including but not limited to sanitary sewers, storm sewers and cable television services; and (b) for (i) the use of Developer during the "Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property, (ii) the use of the Association and the Departments of Public Works and/or Capital Asset Management of the City of Indianapolis for access to and maintenance, repair and replacement of such drainage system and for access to and maintenance, repair and replacement of the sanitary sewer system. The owner of any Lot in the Subdivision subject to a Drainage Utility and Sewer Easement, including any builder, shall be required to keep the portion of said Drainage Utility and Sewer Easement on the Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the Department of Public Works or the Department of Capital Asset Management and prior written approval of the Developer. The delineation of the Drainage Utility and Sewer Easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph 3. Except as provided above, no structures or improvements (except walkways and driveways), including without limitation decks, patios or landscaping of any kind, shall be erected or maintained upon said easements.

4. BUILDING LOCATION - FRONT, BACK AND SIDE YARD REQUIREMENTS. Building setback lines are established on the Plat. No building shall be erected or maintained between said setback lines and the front, rear or side lot line (as the case may be) of a Lot. The setback lines may vary in depth from the minimum as designated on the Plat.

5. DWELLING UNIT SIZE AND OTHER REQUIREMENTS. No dwelling constructed on a Lot shall have less than nine hundred (900) square feet of floor area, exclusive of garages, carports and open porches. The minimum main (first floor) floor area of any building higher than one story shall be six hundred sixty (660) square feet. Each dwelling shall include at a minimum an attached one-car enclosed garage. The portion of the total area of any Lot that is covered by the residential dwelling (including any attached residential

accessory building) shall not exceed thirty percent (30%). The maximum height of any residential dwelling constructed on a Lot shall be thirty-five (35) feet. The maximum height of any attached residential accessory building shall be twenty (20) feet.

6. LOT USE. All Lots in the Subdivision shall be used solely for residential purposes provided, however, this restriction shall not prohibit those home occupations permitted by applicable zoning regulations. No business building shall be erected on any Lot. No structure shall be erected, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height and permanently attached residential accessory buildings. Any attached garage, attached tool shed, attached storage building or any other attached building erected or used as an accessory building to a dwelling shall be of a permanent type of construction and shall conform to the general architecture and appearance of such dwelling.

7. ACCESSORY AND TEMPORARY BUILDINGS. No trailers, shacks, outhouses or detached or unenclosed storage sheds, tool sheds or accessory buildings of any kind shall be erected or situated on any Lot in the Subdivision, except that used by the Developer or by a builder during development of the Subdivision or the construction of a dwelling on the property, which temporary construction structures shall be promptly removed upon completion of construction of the Subdivision or building, as the case may be. No attached storage sheds shall be added to any dwelling unless said storage shed is of an architectural design compatible with the dwelling and has been approved by the Architectural Review Committee of the Association.

8. TEMPORARY STRUCTURES. No trailer, camper, motor home, truck, shack, tent, boat, recreational vehicle, garage or outbuilding may be used at any time as a dwelling, temporary or permanent; nor may any structure of a temporary character be used as a dwelling.

9. NUISANCES. No domestic animals raised for commercial purposes and no farm animals or fowl shall be kept or permitted on any Lot. No noxious, unlawful or otherwise offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become a serious annoyance or nuisance to the neighborhood.

10. VEHICLE PARKING. No camper, motor home, truck, trailer, boat or recreational vehicle of any kind may be stored on any street or on any Lot in open public view. No vehicles of any kind may be put up on blocks or jacks to accommodate car repair on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view. No commercial vehicles shall be parked in the subdivision including trucks over one-half (1/2) ton or trucks with business signs or logos.

11. SIGNS. No sign of any kind shall be displayed to the public view on any Lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising a property for sale, and except that Developer and its affiliates and designees, including the builders, may use larger signs during the sale and development of the Subdivision.

12. MAILBOXES. All mailboxes and replacement mailboxes shall be uniform and shall conform to the standards set forth by the Architectural Review Committee.

13. GARBAGE AND REFUSE DISPOSAL. Trash and refuse disposal will be on an individual basis, Lot by Lot. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and house construction. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot. No homeowner or occupant of a Lot shall burn or bury any garbage or refuse.

14. STORAGE TANKS. No gas, oil or other storage tanks shall be installed on any Lot.

15. WATER SUPPLY AND SEWAGE SYSTEMS. No private or semi-private water supply or sewage disposal system may be located upon any Lot. No septic tank, absorption field or other method of sewage disposal shall be located or constructed on any Lot.

16. DITCHES AND SWALES. All owners, including builders, shall keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales which may be located on their respective Lots.

17. DRIVEWAYS. Each driveway in the Subdivision shall be of concrete or asphalt material.

18. ANTENNA AND SATELLITE DISHES. No outside antennas or satellite dishes except those approved as to size, design and location by the Architectural Review Committee.

19. AWNINGS. No metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the Subdivision, except that a builder may utilize a canvas or similar type material awning on its model home sales center in the Subdivision.

20. FENCING. No fence shall be erected on or along any Lot line, nor on any Lot, the purposes or result of which will be to obstruct reasonable vision, light or air. All fences

shall be kept in good repair and erected so as to enclose the property and decorate the same without unreasonable hindrance or obstruction to any other property. Any fencing permitted to be used in the Subdivision (unless installed by Developer) must be wooden or black or green vinyl coated chain link and shall not be higher than six (6) feet. Uncoated chain link fencing is prohibited. No fencing shall extend forward of the furthest back front corner of the dwelling. All fencing style, color, location and height shall be generally consistent within the Subdivision and shall be subject to prior written approval of the Architectural Review Committee.

21. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the Subdivision. No hard surfaced sports courts of any kind shall be permitted on any Lot except as approved by the Architectural Review Committee.

22. SOLAR PANELS. No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring Lots, common areas and the streets.

23. OUTSIDE LIGHTING. Except as otherwise approved by the Developer in connection with a builder's model home sales center, all outside lighting contained in or with respect to the Subdivision shall be of an ornamental nature compatible with the architecture of the project and shall provide for projection of light so as not to create a glare, distraction or nuisance to the other property owners in the vicinity of or adjacent to the project.

24. SITE OBSTRUCTION. No fence, wall, hedge or shrub 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 shall apply to any Lot within ten (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 intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

25. SIDE DRAINAGE UTILITY AND SEWER EASEMENTS. Drainage Utility and Sewer Easements are reserved on side lot lines as shown on Plat.

26. FRONT DRAINAGE UTILITY AND SEWER EASEMENTS. A strip of ground twenty-five (25) feet wide is reserved for Drainage Utility and Sewer Easements along the front of all lots unless otherwise noted.

27. VIOLATION. Violation or threatened violation of these covenants and restrictions shall be grounds for any action by the Developer, the Association or any person or entity having any right, title or interest in the Real Estate, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and reasonable attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce such covenants or restrictions.

28. METROPOLITAN DEVELOPMENT COMMISSION. The Metropolitan Development Commission, its successors and assigns shall have no right, power or authority to enforce any covenants, restrictions or other limitations contained herein other than those covenants, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provision of the Subdivision Control Ordinance, 58-AO-13, as amended, or any conditions attached to approval of the Plat by the Plat Committee.

29. AMENDMENT. These covenants and restrictions may be amended at any time by the then owners of at least sixty-seven percent (67%) of the Lots in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the Lots in such Subdivision have been sold by Developer, any such amendment shall require the prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana. No amendment which adversely affects the rights of a public utility shall be effective with respect to such public utility without its written consent thereto. No amendment which is contrary to a zoning commitment shall be effective without the written approval of the affected adjacent homeowners associations designated by the Department of Metropolitan Development.

30. TERM. The foregoing Plat covenants and restrictions, as the same may be amended from time to time, shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate and on all persons or entities claiming under them, until December 31, 2015, and thereafter they shall continue automatically in effect unless terminated by vote of a majority of the then Owners of the Lots in the

Subdivision; provided, however, that no termination of these covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall have consented thereto in writing.

31. SEVERABILITY. Invalidation of any of the foregoing covenants or restrictions by judgment or court order shall in no way affect any of the other covenants and restrictions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 24th day of January, 1997.

INDIANA DEVELOPMENT COMPANY, LLC

By Richard E. Hennessey  
Richard E. Hennessey, Manager

STATE OF INDIANA     )  
                              ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for the State of Indiana, personally appeared Richard E. Hennessey, Manager of Indiana Development Company, LLC, an Indiana limited liability company, who as a Manager of said company, acknowledged the execution of this instrument on behalf of such company.

Witness my signature and Notarial Seal this 24th day of January, 1997.

Mary Jo Sullivan  
Notary Public  
Printed Mary Jo Sullivan

My Commission Expires:  
November 6, 1997

I am a resident of  
Marion County, Indiana.

This instrument prepared by James W. Beatty, Attorney at Law, 1150 Market Square Center, 151 N. Delaware Street, Indianapolis, IN 46204-2518, (317) 236-1040. XX

Doc. #1761A  
01/24/97

THOMPSON MEADOWS

SECTION 2

A part of Lot Number 9 in Evergreen Acres, an Addition in Marion County, Indiana, the plat of which is recorded in Plat Book 22, Page 67 in the office of the recorder of Marion County, Indiana, being more particularly described as follows:

BEGINNING at the Northeast Corner of said Lot Number 9; thence South 01 degrees 39 minutes 03 seconds West (Assumed Bearing) along the East Line of said Lot Number 9 a distance of 750.28 feet to the Southeast Corner of said Lot Number 9; thence South 88 degrees 23 minutes 03 seconds West along the South Line of said Lot Number 9 a distance of 238.39 feet; thence North 01 degrees 36 minutes 57 seconds West a distance of 109.76 feet; thence South 88 degrees 23 minutes 03 seconds West, parallel with the said South Line, a distance of 45.74 feet to the West Line of said Lot Number 9; thence North 01 degrees 39 minutes 03 seconds East along the said West Line a distance of 595.04 feet; thence South 89 degrees 41 minutes 57 seconds East, parallel with the North Line of said Lot Number 9, a distance of 103.78 feet; thence North 08 degrees 05 minutes 43 seconds West a distance of 33.21 feet to a curve having a radius of 175.00 feet, the radius point of which bears North 81 degrees 54 minutes 17 seconds East; thence Northerly along the arc of said curve a distance of 22.24 feet to a point which bears South 89 degrees 11 minutes 09 seconds West from said radius point (said point also being on the North Line of said Lot Number 9); thence South 89 degrees 41 minutes 57 seconds East along the said North Line a distance of 194.22 feet to the BEGINNING POINT

APPROVED THIS 5TH  
DAY OF FEBRUARY 1997  
DECATUR TOWNSHIP ASSESSOR  
Charles P. Colman DRAFTSMAN

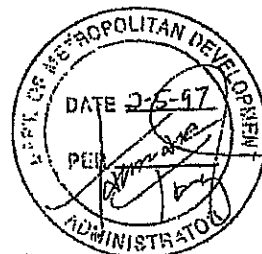


Exhibit A

s. 18.00

Pages 1

PLAT

Instrument Number

Subdivision/EPR

Thompson Meadows Section 2

Legal Description

Pt L # 9 Evergreen Acres

Owner

Indiana Dev CO LLC

Cross Reference

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DMD/VOID STAMP  
LAND SURVEYOR  
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NOTARY

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Declaration

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Other

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Township

Decatur

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10/22/96 09:26AM JOAN N. ROBERTL HARTON CTY RECORDER MAC 18.00 PAGES: 1

Inst # 1996-0147269

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Pages 1

SURVEY

Instrument Number

Surveying Company Schneider Engineering Corporation

Surveyor Gary R. Kent

Owner CRYSTAL N. COX

Legal Description LOTS 9 & 20 IN EVERGREEN ACRES

Address

Other

Township DECATUR

Microfilm:  
3 copies  
1 duplicate copy  
1 reel  
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Schneider Eng. Corp.

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Pages 1

PLAT

Instrument Number

Subdivision/HPR Tompson Meadows Section 3  
Legal Description lot # 20 pt lot # 9 Evergreen Acres

Owner Indians Dev Co LLC

Cross Reference  
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DMD/VOID STAMP ✓  
LAND SURVEYOR ✓  
TOWNSHIP ✓  
AUDITOR ✓  
NOTARY ✓

Declaration  
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Other  
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Township Decatur

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Inst # 1996-0147270

# THOMPSON III SECTION

REPLAT OF PART LOT 9 EVERGR  
PART OF NW 1/4 SECTION 1-1  
DECATUR TOWNSHIP  
MARION COUNTY, INDIANA

THE WITHIN DESCRIBED REAL ESTATE IS A REPLAT OF PART OF LOT 9 EVERGREEN ACRES, A SU  
IN MARION COUNTY, INDIANA, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 22, PAGE 67 IN  
OF MARION COUNTY, INDIANA. THIS REPLAT VACATES PART OF SAID LOT 9 TOGETHER WITH ALL  
AND SETBACK LINES.

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Book 22, Page 67)

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THE UNDERSIGNED, INDIANA DEVELOPMENT CO., LLC, BY ROBL  
FOR AND BEHALF OF INDIANA DEVELOPMENT CO., LLC, AS OW  
REAL ESTATE SHOWN AND DESCRIBED ON THIS PLAT, HEREBY  
SUBDIVIDES THE SAME INTO LOTS, COMMON AREAS AND PUBL  
WITH THE WITHIN PLAT. THE WITHIN PLAT SHALL BE KNOWN A  
THOMPSON MEADOWS SECTION 2, A SUBDIVISION IN MARION C

IN WITNESS WHEREOF, THE UNDERSIGNED, HAVE HEREUNTO C  
THEIR NAMES TO BE SUBSCRIBED THIS

17<sup>th</sup> DAY OF OCTOBER, 1996

OWNER:  
INDIANA DEVELOPMENT CO., LLC

BY: \_\_\_\_\_  
ROBERT P. ELLIS  
MEMBER, INDIANA DEVELOPMENT CO., LLC

69-1-10

OCTOBER, 1996

STATE OF Indiana  
COUNTY OF Marion

SS:



# SECTION 2

LOT 9 EVERGREEN ACRES  
1/4 SECTION 1-14N-R2E  
TOWNSHIP  
COUNTY, INDIANA

060147269

S 02'20"  
457

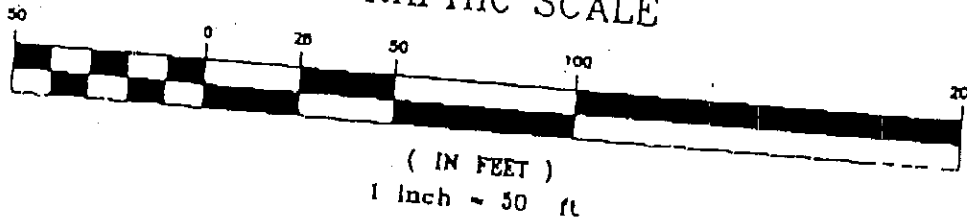
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STAMPED "FIRM"

9 EVERGREEN ACRES, A SUBDIVISION  
PLAT BOOK 22, PAGE 67 IN THE RECORDER'S OFFICE  
LOT 9 TOGETHER WITH ALL PLATTED EASEMENTS

N.W. CORNER LOT  
EVERGREEN ACRES



ASSUMED NORTH  
GRAPHIC SCALE



... LLC, BY ROBERT P ELLIS, MANAGER,  
... CO., LLC, AS OWNER OF THE WITHIN DESCRIBED  
... PLAT, HEREBY LAYS OFF, PLATS AND  
... AREAS AND PUBLIC WAYS IN ACCORDANCE  
... SHALL BE KNOWN AND DESIGNATED AS  
... IN MARION COUNTY, DECATUR TOWNSHIP, INDIANA.

HEREUNTO CAUSED ITS AND

1996

WEST LINE LOT 9

COUNTY AND STATE, PERSONALLY  
EXECUTION OF THE FOREGOING INSTRUMENT  
AND PURPOSES THEREOF.

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Land Description  
THOMPSON MEADOWS SECTION 2  
REPLAT PART LOT 9 EVERGREEN ACRES (Plat Book 22, Page 67)

A part of Lot Number 9 in Evergreen Acres, an Addition in Marlon County, Indiana, the plat of which is recorded in Plat Book 22, Page 67 in the office of the recorder of Marlon County, Indiana, being more particularly described as follows:

J

BEGINNING at the Northeast Corner of said Lot Number 9; thence South 01 degrees 39 minutes 03 seconds West (Assumed Bearing) along the East Line of said Lot Number 9 a distance of 750.28 feet to the Southeast Corner of said Lot Number 9; thence South 88 degrees 23 minutes 03 seconds West along the South Line of said Lot Number 9 a distance of 238.39 feet; thence North 01 degrees 36 minutes 57 seconds West a distance of 109.76 feet; thence South 88 degrees 23 minutes 03 seconds West, parallel with the said South Line, a distance of 45.74 feet to the West Line of said Lot Number 9; thence North 01 degrees 39 minutes 03 seconds East along the said West Line a distance of 595.04 feet; thence South 89 degrees 41 minutes 57 seconds East, parallel with the North Line of said Lot Number 9, a distance of 103.78 feet; thence North 08 degrees 05 minutes 43 seconds West a distance of 33.21 feet to a curve having a radius of 175.00 feet, the radius point of which bears North 81 degrees 54 minutes 17 seconds East; thence Northerly along the arc of said curve a distance of 22.24 feet to a point which bears South 89 degrees 11 minutes 09 seconds West from said radius point (said point also being on the North Line of said Lot Number 9); thence South 89 degrees 41 minutes 57 seconds East along the said North Line a distance of 194.22 feet to the BEGINNING POINT, containing 4.78 acres, more or less.

H

This subdivision consists of 20 lots, numbered 43 thru 62, together with Common Areas, streets, easements and public ways as shown hereon.

G

The size of lots and common areas together with the widths of streets and easements are shown in figures denoting feet and decimal parts thereof.

Cross-reference is hereby made to survey plat recorded as Instrument number 96045407 in the office of the recorder of Marlon County, Indiana.

F

I, the undersigned, hereby certify that I am a registered Land Surveyor, licensed in compliance with the laws of the State of Indiana and that the within plat represents a subdivision of lands surveyed within the cross-referenced survey plat, and that to the best of my knowledge and belief, there has been no change from the matters of survey revealed by the cross-referenced survey on any lines that are common with the new subdivision.

I further certify that the said subdivision was plotted under my direct supervision and control and is true and correct to the best of my knowledge and belief.

Witness my signature this 17<sup>TH</sup> day of OCTOBER, 1976

E

*Edward D. Giacolelli*

Edward D. Giacolelli  
Registered Land Surveyor  
Indiana #50560



D



**METROPOLITAN DEVELOPMENT COMMISSION: THE METROPOLITAN DEVELOPMENT**

COMMISSION, ITS SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT, POWER OR AUTHORITY TO ENFORCE ANY COVENANTS, RESTRICTIONS OR LIMITATIONS CONTAINED HEREIN OTHER THAN THOSE COVENANTS, RESTRICTIONS OR LIMITATIONS THAT EXPRESSLY RUN IN FAVOR OF THE METROPOLITAN DEVELOPMENT COMMISSION; PROVIDED THAT NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE METROPOLITAN DEVELOPMENT COMMISSION FROM ENFORCING ANY PROVISION OF THE SUBDIVISION CONTROL ORDINANCE, 58-A0-13, AS AMENDED, OR ANY CONDITIONS ATTACHED TO APPROVAL OF THIS PLAT BY THE PLAT COMMITTEE.

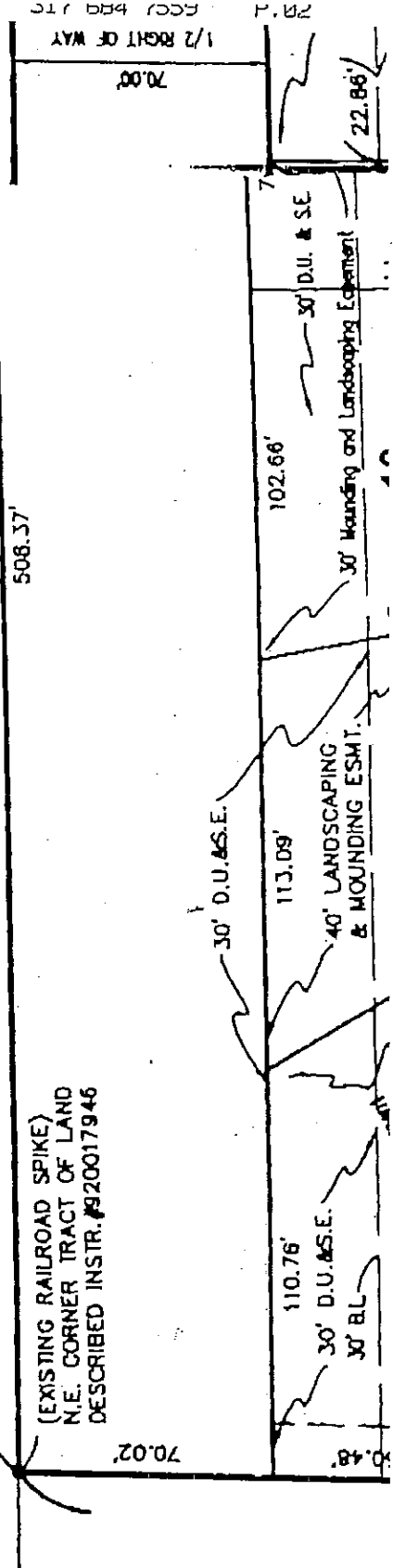
**SITE OBSTRUCTION:** NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO (2) AND NINE (9) FEET ABOVE THE STREET SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING POINTS 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 SHALL APPLY TO ANY LOT WITHIN TEN (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 INTERSECTIONS UNLESS THE FOULAGE IS MAINTAINED AT A SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES.

THIS PLAT IS SUBJECT TO THE DECLARATION OF RESTRICTIONS OF THOMPSON MEADOWS RECORD IN THE OFFICE OF THE RECORDER OF MARION COUNTY ANY AMENDMENTS THERETO IN TESTIMONY WHEREOF OF OWNER AND DECLARANT THIS

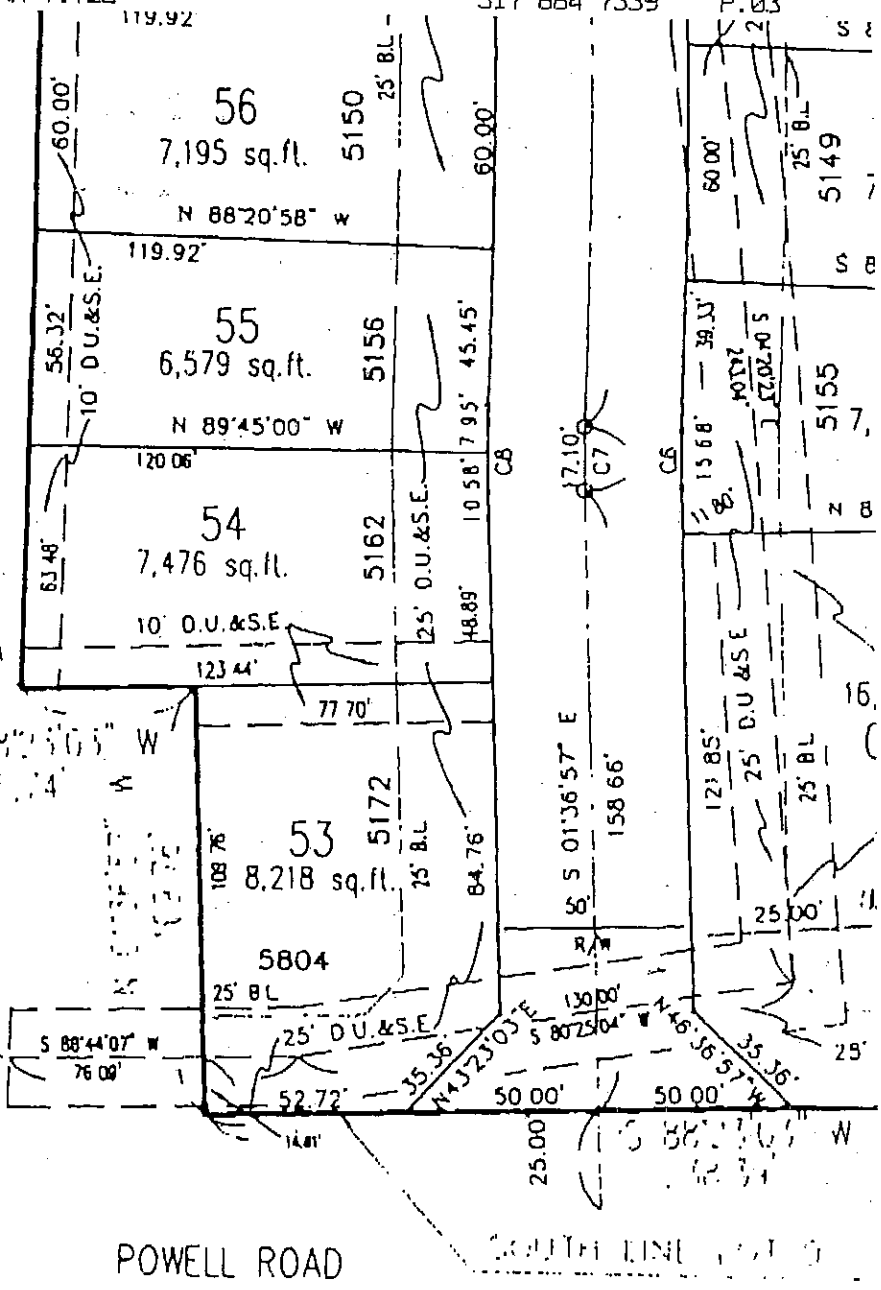
ENT	CHO
02.67'	13
08.17'	11
59.45'	11
13.96'	20
58.22'	30
56.03'	2
58.27'	
16.97'	
17.44'	
50.01'	
56.01'	
12.01'	
14.30'	
19.16'	
14.02'	
18.83'	
56.59'	
14.36'	
19.11'	

(Assumed Bearing)  
N 89°14'08" W  
508.31

North Line N.W. 1/4  
Sec 1 Twp 14N R2E



END POINT CENTERLINE  
25' SANITARY SEWER ESMT



50117209

POWELL ROAD

METROPOLITAN DEVELOPMENT COMMISSION: THE METROPOLITAN DEVELOPMENT COMMISSION, ITS SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT, POWER OR AUTHORITY TO ENFORCE ANY COVENANTS, RESTRICTIONS OR OTHER LIMITATIONS CONTAINED HEREIN OTHER THAN THOSE COVENANTS, RESTRICTIONS OR LIMITATIONS THAT EXPRESSLY RUN IN FAVOR OF THE METROPOLITAN DEVELOPMENT COMMISSION; PROVIDED THAT NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE METROPOLITAN DEVELOPMENT COMMISSION FROM ENFORCING ANY PROVISION OF THE SUBDIVISION CONTROL ORDINANCE, 58-A0-13, AS AMENDED, OR ANY CONDITIONS ATTACHED TO APPROVAL OF THIS PLAT BY THE PLAT COMMITTEE.

**SITE OBSTRUCTION** NO FENCE, WALL, HEDGE OR SHRUB 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