INITIALS
KB

890003231

$ 13.00 (2)

SUBDIVISION Echo Pointe Section II

LEGAL pt of S½ of SW ¼ of S21 T17N R5E

CROSS REFERENCE

DECLARATION

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

89 JAN 10 PM 1:09
KEITH DILADOLER
HARDIN COUNTY RECORDER

TOWNSHIP
Lawrence

RETURN TO:
Evergreen
353-6161

RECORD PLAT

Echo Pointe Section II

RESERVED FOR RECORD
89 JAN 10 PM 1:09
RECORDER
MARION COUNTY, INDIANA

890003231

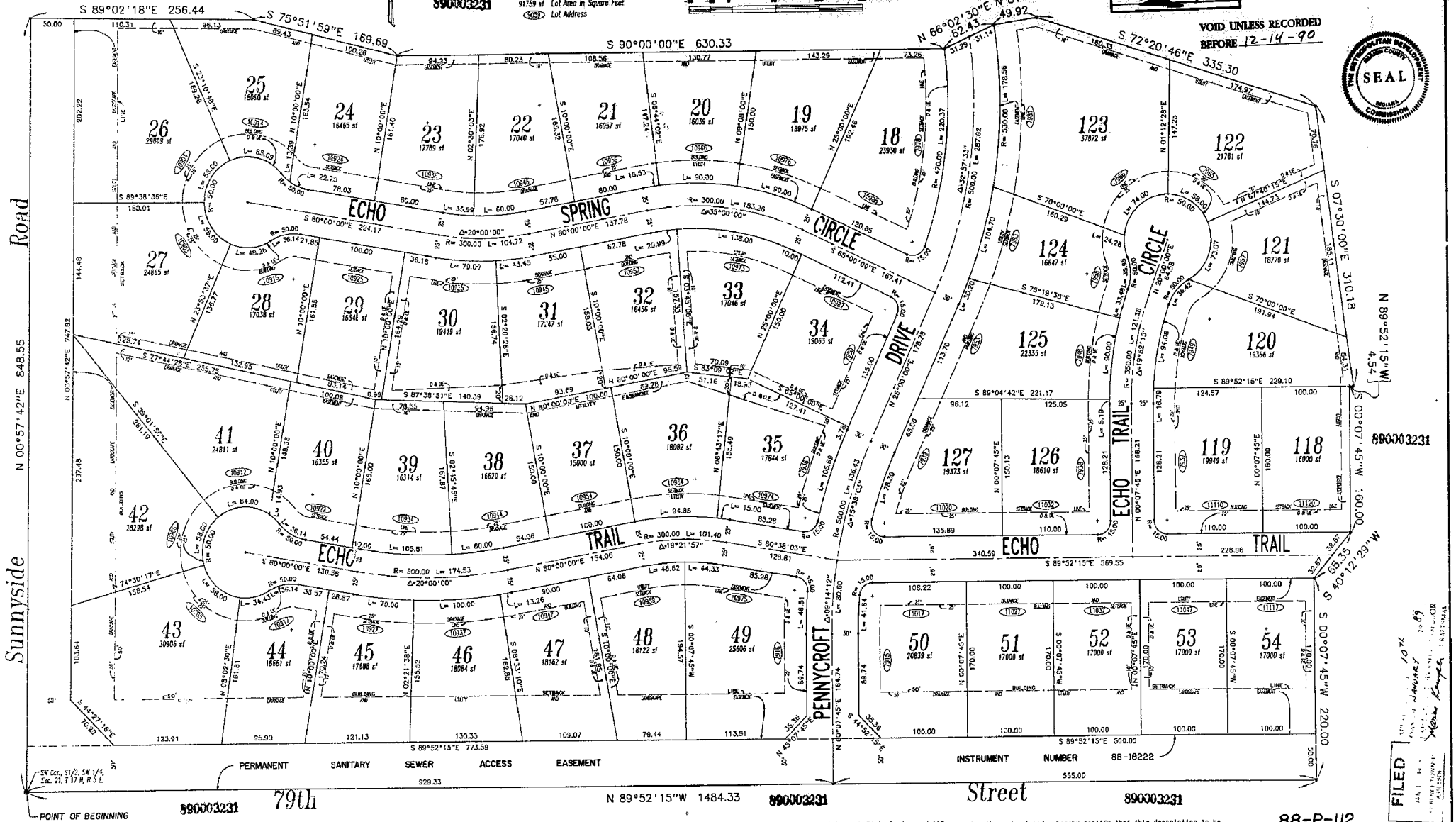
DAE Drainage and Utility Easement
91759 sf Lot Area in Square Feet
(5058) Lot Address

Scale 1" : 50'

FINAL APPROVAL
PLAT COMMITTEE
METROPOLITAN DEVELOPMENT COMMISSION
DIVISION OF DEVELOPMENT SERVICES
MARION COUNTY, INDIANA
JAN 10 1989

VOID UNLESS RECORDED
BEFORE 12-14-90

SEAL
THE METROPOLITAN DEVELOPMENT COMMISSION
MARION COUNTY
INDIANA



Legal Description
"ECHO POINTE SECTION II"

A part of the South Half of the Southwest Quarter of Section 21, Township 17 North, Range 5 East of the Second Principal Meridian, Lawrence Township, Marion County, Indiana and described as follows:

Beginning at the Southwest corner of said South Half; thence North 00 degrees 57 minutes 42 seconds East along the West Line of said South Half a distance of 848.55 feet; thence South 89 degrees 02 minutes 18 seconds East 256.44 feet; thence South 75 degrees 51 minutes 59 seconds East 169.69 feet; thence South 90 degrees 00 minutes 00 seconds East 630.33 feet; thence North 66 degrees 02 minutes 30 seconds East 62.43 feet; thence North 81 degrees 06 minutes 47 seconds East 49.92 feet; thence South 72 degrees 20 minutes 46 seconds East 335.30 feet; thence South 07 degrees 30 minutes 00 seconds East 310.18 feet; thence North 89 degrees 52 minutes 15 seconds West 4.54 feet; thence South 00 degrees 07 minutes 45 seconds West 160.00 feet; thence South 40 degrees 12 minutes 29 seconds West 65.35 feet; thence South 00 degrees 07 minutes 45 seconds West 220.00 feet to the South Line of said South Half; thence North 89 degrees 52 minutes 15 seconds West along said South Line a distance of 1484.33 feet to the point of beginning and containing 21.537 acres more or less.

This subdivision contains 47 lots numbered 18 through 54 inclusive and 118 through 127 inclusive. The dimensions of the streets, right of way and lots are shown in figures denoting feet and decimal parts thereof.

Subject to the Right of Way for Sunnyside Road and all other legal Rights of Way of record.

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

WITNESS my hand and Registered Land Surveyors Seal this 17th day of October, 1988.

John W. Whitlock L.S. #S0163

JOHN W. WHITLOCK
REGISTERED
NO. S-0163
STATE OF INDIANA
LAND SURVEYOR

This Instrument Prepared By John W. Whitlock L.S.

Evergreen
Planners, Inc.
234 SOUTH FRANKLIN RD., INDIANAPOLIS, INDIANA 46219
317/353-6161

FILED
JAN 10 1989
RECORDER
MARION COUNTY, INDIANA

88-P-112

SHEET 1 of 2

89/3231

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89 JAN 10 PM 1:09
RECORDER
MARION COUNTY RECORDER

ECHO POINTE SECTION II

Plat Covenants and Restrictions

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The undersigned, L.D.G., INC., an Indiana corporation, the owner of the real estate shown and described in this plat (the"Real Estate"), hereby certifies that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said Real Estate in accordance with this plat. This Subdivision shall be known and designated as Echo Pointe Section II - Lots 18 - 54 and 118 - 127 inclusive, an addition in Marion County, Indiana, containing 47 Lots.

In order to provide adequate protection to all present and future owners of lots in this Subdivision, the following covenants and restrictions, are hereby imposed upon the Real Estate and shall run with the Real Estate.

1. There are areas of ground on this plat marked "Utility Easements" and "Drainage Easements," either separately or in combination. The Utility Easements are hereby created and reserved for the use of all public u' lity companies (not including transportation companies), and governmental agencies 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 cable television services. The Drainage Easements are hereby created and reserved: (i) for the use of Developer during the development of the Subdivision for access to and for the installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) for the Department of Public Works of the City of Indianapolis for access to maintenance, repair and replacement of such drainage system; provided, however, that the owner of any lot in this Subdivision subject to a Drainage Easement shall be required to keep the portion of said Drainage Easement on his lot free from obstructions so that the surface water drainage will be unimpeded. The delineation of the Utility Easement and Drainage Easement areas on this 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. No permanent structures shall be erected or maintained upon said easements. The owners of lots in this Subdivision shall take and hold title to the lots subject to the Utility Easements and Drainage Easements herein created and reserved.

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2. The rights-of-way of the streets as shown on this plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way, subject however to a reservation of ingress-egress for the maintenance in the median as detailed under item 14 hereof.

3. Building set-back lines and set back lines are as depicted in and on the plat. No building or structure shall be erected or maintained between said set-back lines and the front or rear lot line (as the case may be) of said lot. In addition, no building or structure shall be erected or maintained closer to any side lot line of any lot than seven (7) feet, with each lot having an aggregate side yard requirement of nineteen (19) feet. Where two or more contiguous lots are used as a site for a single dwelling, this side yard restriction shall apply to the combined lots as if they were a single lot. Whenever a dimension is referred to or referenced in this item it is strictly for convenience and information and in no instance is it to be construed as a plat covenant and/or restriction.

4. No residence constructed on a lot herein shall have less than eighteen hundred (1800) square feet of finished and livable floor area in aggregate for a one story residence or less than eighteen hundred (1800) square feet in the aggregate for a multi-floor residence, exclusive of open porches and garages. A minimum square foot of one thousand (1000) square feet for the ground level shall be required for a multi-floor residence so as to conform to the Dwelling District Ordinance of Marion County.

5. All residences are required to have a garage which will accomodate two (2) automobiles.

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6. Each driveway in this Subdivision shall be of concrete or asphalt material with no additional parking permitted on a lot other than the existing driveway. No driveways shall be installed so as to exit upon Pennycroft Drive, Sunnyside Road and 75th Street.

7. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence, except that used by a builder during the construction of a residential building on the prop ty, which temporary construction structures shall be promptly removed upon completion of construction of the building.

8. All lots in this Subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this Subdivision. No business buildings shall be erected on said lots, and no business may be conducted on any part thereof, other than the hom occupations permitted in the Dwelling Districts Zoning Ordinance of Marion County, Indiana. No residence shall be erected, altered, placed or permitted to remain on any lot herein, other than one detached single-family residence not to exceed two and one-half stories in height and permanently attached residential accessory building. Any attached garage, tool shed, storage building or any other attached building erected or used as an accessory to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence. Detached garages, tool sheds or storage buildings may be erected on any lot subject to the approval of the Architectural Control Committee as to type, appearance and placement within a lot, which approval procedure is detailed in item 10 hereof.

9. All home construction sites shall be kept free of any unnecessary trash and equipment and in a clean and orderly fashion.

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10. Architectural Design and Environmental Control: No building, fence, walls, or other structure shall be created, placed and altered on any building lot in this Subdivision until the building plans, specifications and plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structure herein and as to the building with respect to topography and finished ground elevations by an Architectural and Environmental Control Committee. This Committee shall require a dusk to dawn light plus a standardized mailbox for each residence with a further requirement to sod the front yard of each residence unless unanimously decided otherwise by this Committee. The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of this "Echo Pointe II" area shall be the proper concern of the Committee. This Committee shall be composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. The Committee's approval, or disapproval, as required in this covenant shall be in writing. In the event that said written approval is not received from the Committee within 14 days from the date of submission, it shall be deemed that the Committee had approved the presented plan. Neither the Committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

This Architectural and Environmental Control Committee shall establish a design, material and paint specification for a mailbox which shall be standard for all mailboxes in this subdivision.

11. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 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. No tree shall be permitted to remain within such instances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

12. 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 the property for sale or rent, except Developer and Builders may use larger signs but only during the sale and development of this Subdivision.

13. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this Subdivision. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this Subdivision; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

14. The areas designated on the plat at the entranceways to the entire subdivision known as Echo Pointe as landscaped easements or landscape and utility easements shall be maintained as respects the landscape and entrance wall by the titleowner of the lot upon which same exists, provided however, if the property owners within all of the sections of the subdivision create a homeowners organization to which at least thirty percent (30%) of the lot owners in the subdivision belong then, and in that event, the maintenance responsibility herein mentioned shall instead be that of the homeowners organization. Whether the maintenance responsibility herein detailed shall have the right of contribution to the extent of money so expended from each lot owner on an equal proratable basis for all lots in all of the sections of this subdivision.

Each of the lot owners in this subdivision shall also be proratably liable for the utility and maintenance cost associated with the lights and light fixtures and the preservation and maintenance of landscaping in the medians with the public right of way in this subdivision.

Each lot owner's obligation shall mature thirty (30) days after date of receipt of notice of his obligation and shall draw interest at twelve percent (12%) after the obligation matures with reasonable attorney fees if such services are required to secure payment.

15. Any party other than Waterway Holdings, Inc. and L.D.G., Inc., who secures title to a lot in this Subdivision agrees to complete construction of any residence on or before one (1) year from the date such construction commences on said lot. Failure to honor this condition/restriction shall establish an Option to Purchase said lot and improvements thereon for cash at an appraised price as hereinafter detailed exercisable by written notice from L.D.G., Inc. to the owners of said lot within sixty (60) days of the expiration of the aforesaid 1 year period.

The appraised price shall be agreed upon within ten (10) days of the lot owners receipt of the above written notice and if that is not possible the lot owner and L.D.G., Inc. agree to submit the question of appraised value to appraisement and be bound by same as follows:

(a) Each party shall select an appraiser and the two appraisers shall select a third, and this third appraiser shall proceed to determine the value of the lot and improvements. Both parties agree to name their repective appraiser within fifteen (15) days of the date of the aforesaid written notice.

(b) The appraisement shall be made within twenty-five (25) days of the date of the aforesaid written notice and the appraiser shall make his report in writing and furnish a copy thereof to each of the parties within five (5) days thereafter.

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(c) Each party shall pay one-half (1/2) of the cost of this appraiser and shall be conclusively bound by the appraisers' determination.

16. These covenants and restrictions 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, or any part thereof, and on all persons or entities claiming under them, until 20 years after date of recording hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then owners of the lots in the Subdivision it is agreed that said covenants and restrictions shall terminate in their entirety; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto. Any such termination shall be evidenced by a writ instrument, signed and acknowledged by the lot owner or owners urring therein, 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.

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17. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by Developer, any person or entity having any right, title or interest in the Real Estate (or any part thereof), or any person or entity having any right, title or interest in a lot in the Subdivision 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 or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that the Developer shall not be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

18. 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.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 5th day of January, 1989.

L.D.G., INC.

By: _____

Printed Name R. N. Thompson

Title President

ATTEST:

_____

Printed Name John Whitlock

Title Secretary

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STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared R. N. Thompson and John Whitlock, respectively, the President and Secretary of L.D.G., INC., an Indiana corporation, and acknowledge the execution of this instrument as their voluntary act and deed as such officers on behalf of such corporation for the uses and purposes hereinabove set forth.

Witness my hand and Notarial Seal this 5th day of January, 1989.

_____
Notary Public

Judy K. Seeley
Printed

My Commission Expires:
April 6, 1990

County Of Residence: Marion

This Instrument Prepared By:
Raymond Good
SCHNORR, GOOD & OLVEY
144 N. Delaware Street
Indianapolis, Indiana 46204-2551
(317) 636-1300
L506/1/5/89

88-P-112

Evergreen
Planners, Inc.
234 SOUTH FRANKLIN RD., INDIANAPOLIS, INDIANA 46219
317/353-6161

SHEET 2 OF 2

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