

ALAN'S AC

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FRAM MARION

I, PAUL MAURER, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND I DO HEREBY FURTHER CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED HEREIN AND THAT I HAVE SUBDIVIDED THE SAME INTO LOTS AS SHOWN ON THE HEREIN DRAWN PLAT. THIS PLAT CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION.

LEGAL DESCRIPTION

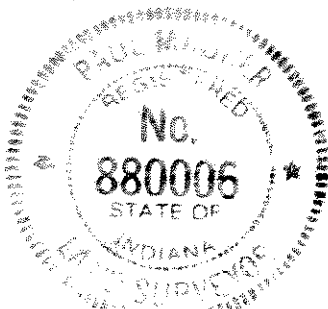
Part of the West Half of the Northwest Quarter of Section 15, Township 14 North, Range 5 East, Marion County, Indiana, more particularly described as follows:

COMMENCING at the Northwest corner of said Northwest Quarter Section, thence South 00 degrees 00 minutes 00 seconds East (assumed bearing) along the West line of said Northwest Quarter Section 256.30 feet to the POINT OF BEGINNING of the within described parcel; thence North 89 degrees 07 minutes 50 seconds East 425.05 feet; thence South 00 degrees 00 minutes 00 seconds East parallel with the West line of said Northwest Quarter Section 951.50 feet; thence North 90 degrees 00 minutes 00 seconds West 435.00 feet to the West line of said Northwest Quarter Section; thence North 00 degrees 00 minutes 00 seconds East along said West line 954.90 feet to the Point of Beginning, containing 9.57 acres, more or less.

Subject to all legal rights-of-way, easements and restrictions.

THIS SUBDIVISION CONTAINS SIX (6) LOTS NUMBERED ONE (1) THROUGH SIX (6), (INCLUSIVE) TOGETHER WITH STREETS, RIGHTS-OF-WAY, AND EASEMENTS AS SHOWN ON THE PLAT HEREWITH. THIS PLAT COMPLIES WITH PROVISIONS OF THE SUBDIVISION ORDINANCE. THE SIZE OF LOTS AND WIDTH OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

CERTIFIED THIS 24TH DAY OF FEBRUARY, 1993.



Paul Maurer
PAUL MAURER
REG. LAND SURVEYOR NO. 880006
STATE OF INDIANA

- 9. No fence on lot which is residence or preexisting structure to be constructed.
- 10. No modular home or house trailer.
- 11. No lot cluttered with rubbish, other waste or inoperable machinery, or need repair, shall be other refuse.
- 12. Follow the new owner's residence or be neatly maintained responsible real estate.
- 13. The minimum of the development setback lines approximately the required.
- 14. Each of the lots have at least one carport allowed.
- 15. No T1 exterior of the lot may be used.
- 16. A 70 foot Road as per subject to the that the structures to be installed obtaining approval.
- 17. An easement reserved along the subdivision structures or structures.

ALAN'S ACRES SUBDIVI

FRANKLIN TOWNSHIP MARION COUNTY, INDIANA

I AM A REGISTERED PROFESSIONAL SURVEYOR AND I CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED LAND AND I HAVE SUBDIVIDED THE SAME INTO LOTS AND TRACTS AS SHOWN ON THIS PLAN CORRECTLY.

DESCRIPTION

Quarter of Section 15, Township 14 North, Range 10 East, Marion County, Indiana, more particularly described as follows:

44 Northwest Quarter Section; thence East (assumed bearing) along the West line 58.30 feet to the POINT OF BEGINNING; thence North 89 degrees 07 minutes 50 seconds 99 minutes 00 seconds East parallel to the West line 961.50 feet; thence East 437.00 feet to the West line of Section 06 degrees 00 minutes 00 seconds North of Beginning, containing 44.00 acres, more or less.

RESERVATIONS AND RESTRICTIONS:

LOTS NUMBERED ONE (1) THROUGH SIX (6) SHALL BE SET ASIDE FOR SIDEWALKS, STREETS, RIGHTS-OF-WAY, AND UTILITIES. THIS PLAN COMPLIES WITH ALL APPLICABLE ZONING ORDINANCES AND REGULATIONS. THE SIZE OF LOTS AND TRACTS SHALL BE AS SHOWN ON THIS PLAN.

9. No fence shall be constructed or permitted to remain on any lot which is located any closer to the road than the front of the residence itself. No fence over 6 feet in height above the preexisting elevation of the ground on which it is located, shall be constructed or permitted to remain on any lot.

10. No modular homes, log homes, manufactured homes, mobile homes, or house trailers shall be constructed or placed on any lot.

11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, junk or other unsightly materials or other waste shall not be kept except in sanitary containers. No inoperable or junk vehicles, or automobiles or trucks under major repair, shall be placed on the lot. No trash, grass clippings or other refuse shall be dumped on any adjacent property.

12. Following the closing on any sale of any lot by developer to the new owner, and prior to and during the construction of any residence or building on any lot by the new owner, said lot shall be neatly maintained by the new owner. The new owner shall be responsible for all expenses and damages to any other surrounding real estate which are caused by breach of this covenant.

13. The minimum lot size shall be one acre in area, with five lots of the development having a minimum lot width of approximately 150 feet both at the street right of way line and at the required setback line, and one lot having a minimum lot width of approximately 130 feet both at the street right of way line and at the required setback line.

14. Each of the residences to be located in the development shall

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residence or building on any lot by the new owner, said lot shall be neatly maintained by the new owner. The new owner shall be responsible for all expenses and damages to any other surrounding real estate which are caused by breach of this covenant.

13. The minimum lot size shall be one acre in area, with five lots of the development having a minimum lot width of approximately 150 feet both at the street right-of-way line and at the required setback line, and one lot having a minimum lot width of approximately 130 feet both at the street right-of-way line and at the required setback line.

14. Each of the residences to be located in the development shall have at least a two car attached garage with no carports to be allowed.

15. No T-11 material or concrete block will be used on the exterior of the residences, with the exception that concrete block may be used for the building foundation.

16. A 70 foot half right-of-way shall be dedicated along Acton Road as per the request of the Department of Transportation, subject to the acknowledgement of the Department of Transportation that the three driveways serving this development shall be allowed to be installed and maintained by the property owners without obtaining any encroachment permit or similar approval from DOT.

17. An easement for drainage and all utility purposes shall be reserved along the perimeter of each lot as shown on the plat of the subdivision as recorded in its final form. No permanent structures shall be built over said easement areas unless said structures are for drainage or utility purposes and previously approved by the appropriate department of the City of Indianapolis. The 6 inch drainage line(s) and swale along the rear of subdivision are for the benefit and use of the entire subdivision. All lot owners of the subdivision are responsible for the maintenance of the common line and swale which serves their respective lot, including but not limited to their respective share of the costs incurred in any maintenance, upgrading or replacement of said line or swale which the majority of the affected lot owners agree is in

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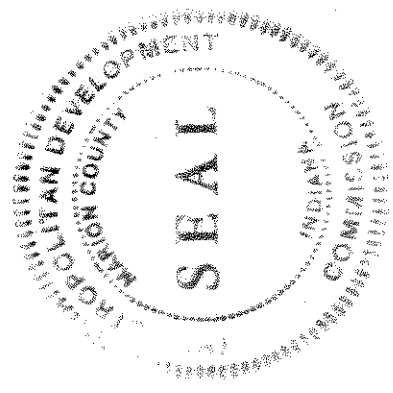
each said common driveway. Each common driveway shall be of reasonable width. Each common driveway shall extend from Acton Road East to the East edge of the right of way dedicated to the Department of Transportation (approximately 70 feet from the centerline of Acton Road). Each common driveway shall be installed and maintained jointly by the owners of the two lots which said common driveway serves. Full use of and access to said common driveway by either lot owner, shall not be restricted in any way by the other lot owner. The first to construct a driveway on one of each of the three sets of lots shall install the common driveway as indicated on the plat, and comply with all requirements imposed by the respective governmental agencies necessary to install said common portion of each driveway, including but not limited to installing any drainage structures under said driveway. Within 60 days of the date that the sale of the remaining lot served by said common driveway is closed, the new lot owner shall reimburse the owner who installed the common portion of the driveway a sum equal to 1/2 of the reasonable and documented expenses associated with the installation of the common portion of said driveway and any culverts related thereto, without interest. Thereafter, all reasonable expenses necessary to maintain each common driveway in very good condition, including but expressly not limited to: (1) patching, coating or replacing the asphalt, concrete, or other hard surface; (2) snow and/or ice removal; or (3) maintenance of any drainage pipes under said driveway, shall be split equally between the owners of the two lots. However, any expenses related to said maintenance, etc., which are due primarily to damage caused by one lot owner's unreasonable use of the common driveway, shall be promptly completed and paid for by the responsible party. If the two lot owners are unable to agree on any issues of driveway maintenance, etc., then the owner who performs or completes any reasonably necessary maintenance, etc., shall be entitled to collect the other lot owner's share of the cost of said maintenance, etc., plus interest at 18% annually, and all expense related to said collection, plus costs and attorney's fees, from the other lot owner.

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... ed and seeded within sixty building. All weeds shall all be neatly and regularly sistent with the surrounding the usual home garden type ood than the front of the e lots in this development, e or attempt to violate any lawful for any person or the other lots in this acute any proceeding at law ons violating or attempting tion may be for the purpose ng said covenants and/or to the prevailing party in any attorney's fees and costs.

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

MAR 3 19 93

PROPER PUBLIC NOTICE OF THE HEARING HAS BEEN FURNISHED

[Signature]
 CLERK

[Signature]
 MEMBER

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62750077 MAR 7 1993
 NOT FOR XEROXING

UNLESS RECORDED BEFORE 8-12-94

MAURER
 LAND DEVELOPMENT,
 1676 Stor
 Greenw
 (317)

CHICAGO TITLE

DEVELOPMENT



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AURER & ASSOCIATES, INC.

DEVELOPMENT, SURVEYING, and BUILDER'S SERVICES

1676 Stonegate Drive Suite #46
Greenwood, Indiana 46142
(317) 881-3898

CHICAGO TITLE



EASEMENT
150.00'

UTILITY
150.00'

RESTRICTIVE COVENANTS OF ALAN'S ACRES SUBDIVISION

1. All buildings erected on any lot shall be placed in a parallel position to Acton Road.
2. No residence shall be erected or maintained on any lot having a ground floor living area, exclusive of porches and/or attached garages, of less than 1500 square feet for a one story residence and/or 1200 square feet for the first floor of a two story residence. All dwellings must be fully completed on the outside before being occupied.
3. No mobile home, construction trailer, unfinished basement, tent, shack, barn, or any temporary or permanent outbuilding erected upon any lot shall, at any time, be used as a residence, either temporarily or permanently. A job trailer and/or an outhouse may be placed on the lot during the period of construction only, by the builder for his material and tools.
4. No noxious or offensive activity shall occur on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the surrounding neighborhood. No pigs or poultry of any kind shall be raised, bred, or kept on any lot. Dogs, cats, or other common household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. No more than two (2) pet dogs over the age of four (4) months may be kept on any lot.
5. No sign of any kind shall be displayed to public view, except that one professional sign of not more than five square feet in area shall be placed on the property for a sign, or signs used by a

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2. No residence shall be erected or maintained on any lot having a ground floor living area, exclusive of porches and/or attached garages, of less than 1500 square feet for a one story residence and/or 1200 square feet for the first floor of a two story residence. All dwellings must be fully completed on the outside before being occupied.

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4. No noxious or offensive activity shall occur on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the surrounding neighborhood. No pigs or poultry of any kind shall be raised, bred, or kept on any lot. Dogs, cats, or other common household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. No more than two (2) pet dogs over the age of four (4) months may be kept on any lot.

5. No sign of any kind shall be displayed to public view, except that one professional sign of not more than five square feet in area advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period may be displayed.

6. All lawns shall be finished, graded and seeded within sixty days after completion of the principal building. All weeds shall be eradicated or mowed. All lawns shall be neatly and regularly mowed and/or maintained in a manner consistent with the surrounding lots. All gardens shall be limited to the usual home garden type and be located no closer to Acton Road than the front of the residence itself.

7. If any of the owners of any of the lots in this development, or their heirs and assigns shall violate or attempt to violate any

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EASEM

150.00'

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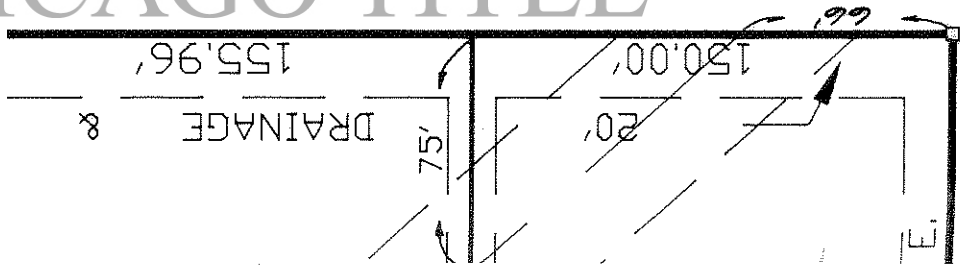
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155.96'

RAINAGE

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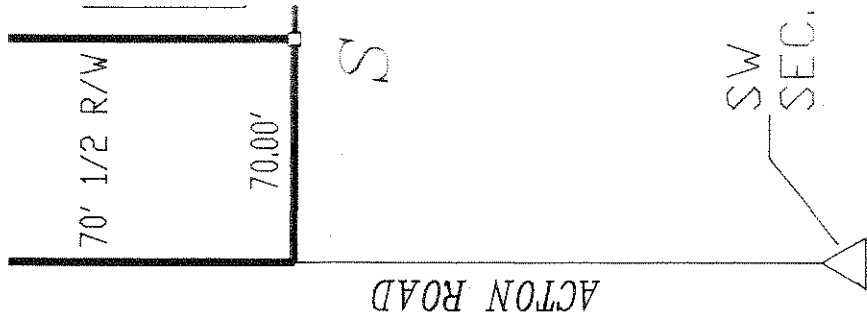
builder to advertise the property during the construction or sales period may be displayed.

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7. If any of the owners of any of the lots in this development, or their heirs and assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any one or more of the other lots in this development, or the declarant, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant. Such action may be for the purpose of preventing him or them from violating said covenants and/or to recover damages for such violations. The prevailing party in any such action shall be entitled to recover attorney's fees and costs.

8. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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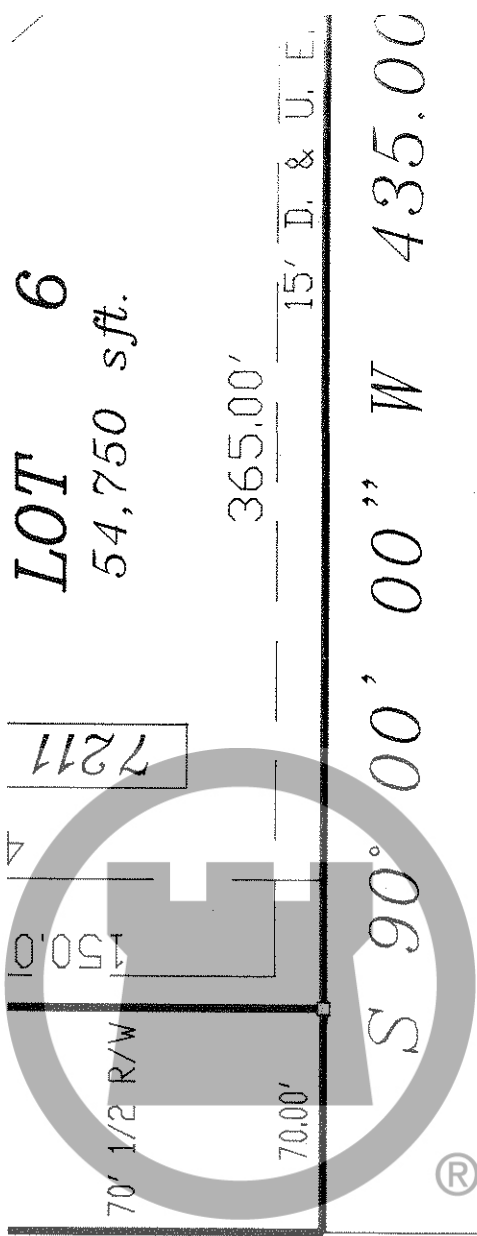
RECEIVED
FLOOR

58310M-2 LINE 07

JOHN J. REIDER
MAYOR OF CHICAGO

CHICAGO TITLE

ACTON ROAD



SW COR., NW 1/4,
SEC. 15, T14N, R5E

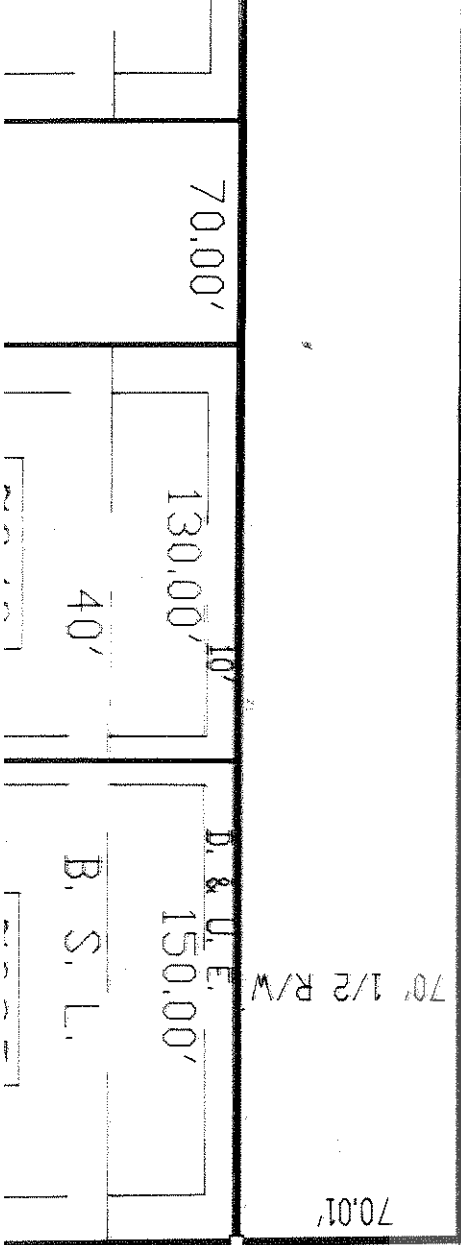
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954.90'

WEST LINE of the NW 1/4,
SEC. 15, T14N, R5E



CHICAGO TITLE



70' 1/2 R/W

S 00° 00' 00" W 258.30'

POINT OF E
N 89°

NW COR., NW
SEC. 15, T14

