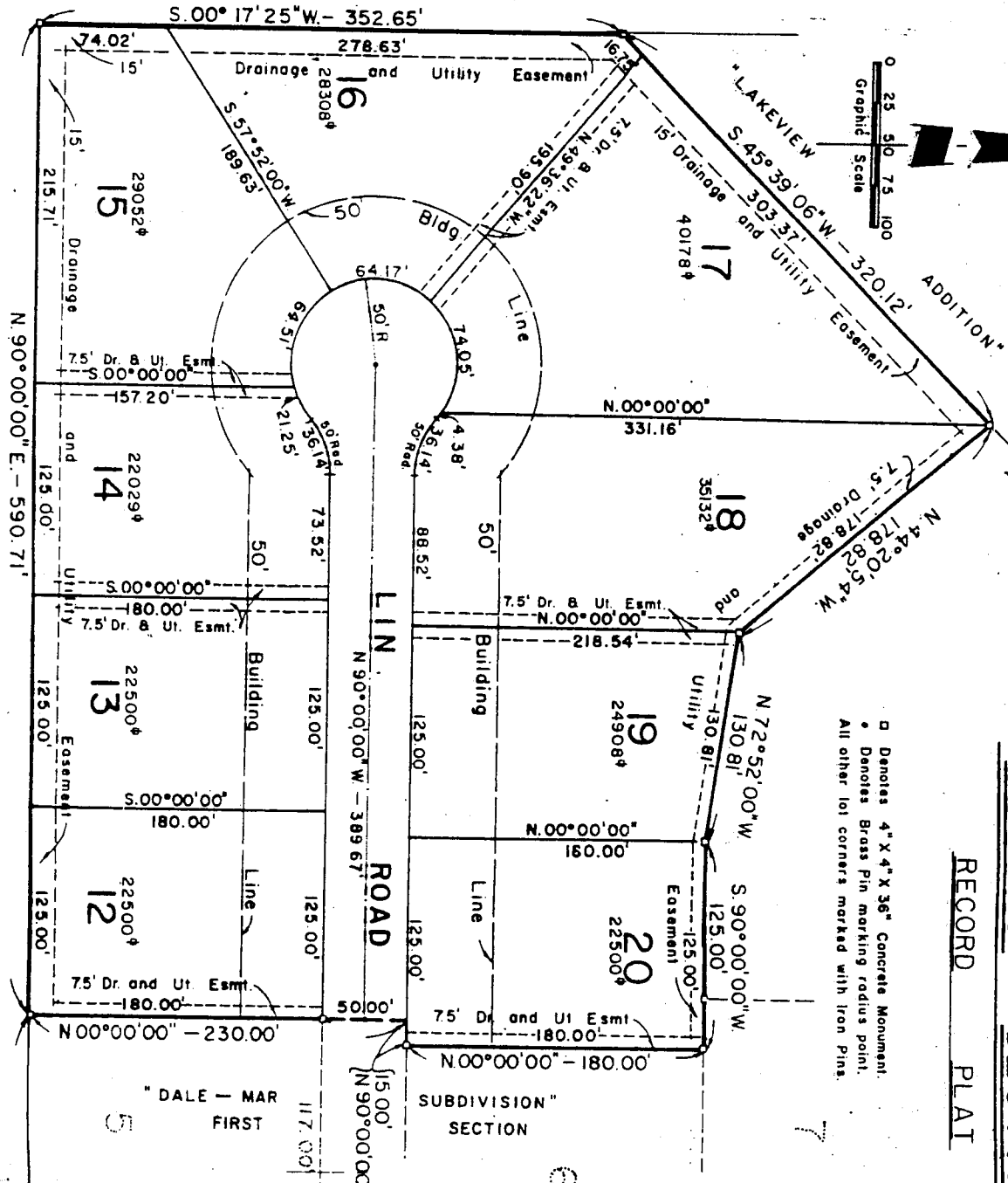


101

DALE - MAR SUBDIVISION

SECOND SECTION

RECORD PLAT



- Denotes 4" X 4" X 3/8" Concrete Monument.
- Denotes Brass Pin marking radius point.
- All other lot corners marked with iron pins.

Certificate of Survey

I, the undersigned, being a duly registered land surveyor in the State of Indiana, hereby certify that the within plat represents a subdivision of part of the East Half of the Southeast Quarter of Section 8, Township 17 North, Range 6 East, in Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the East Half of the Southeast Quarter of Section 8, Township 17 North, Range 6 East; thence North 00 degrees 25 minutes East (assumed bearing) on and along the East line of said Southeast Quarter 606.70 feet to the Southeast corner of Dale-Mar Subdivision, First Section, per plat thereof recorded in Plat Book 2 page 268 in the Office of the Recorder of Hamilton County, Indiana; thence South 90 degrees 00 minutes 00 seconds West on and along the South line of said Dale-Mar Subdivision 728.00 feet to the Southwest corner of said subdivision, and the true place of beginning of the subdivision hereby described; thence North 00 degrees 00 minutes 00 seconds on and along the West line of said Dale-Mar Subdivision 230.00 feet to the North right-of-way line of said Dale-Mar North 80 degrees 00 minutes 00 seconds East on and along said right-of-way line 15.00 feet to the Southwest corner of Lot #8 in said Dale-Mar Subdivision; thence North 00 degrees 00 minutes 00 seconds on and along the West line of said Lot #8 a distance of 180.00 feet to the South line of Lot #7 in said Dale-Mar Subdivision; thence South 90 degrees 00 minutes 00 seconds West on and along the South line of said Lot #7 and the prolongation thereof 175.00 feet; thence North 44 degrees 20 minutes 54 seconds West 178.82 feet to the Southeast corner of Lot #6 in said Dale-Mar Subdivision; thence North 44 degrees 20 minutes 54 seconds West 178.82 feet to the Southeast corner of Lot #6 in said Dale-Mar Subdivision; thence North 31 and 232 in the Office of the Recorder of Hamilton County, Indiana; thence South 48 degrees 39 minutes 08 seconds West on and along the Southeast line of said Lot #6 a distance of 320.13 feet to the Southwest corner thereof; thence South 00 degrees 17 minutes 24 seconds West 353.49 feet to a point on the West line of the South line of the aforesaid Dale-Mar Subdivision; thence North 90 degrees 00 minutes 00 seconds East on and along said prolongation 590.71 feet to the place of beginning, containing 6.26 acres more or less.

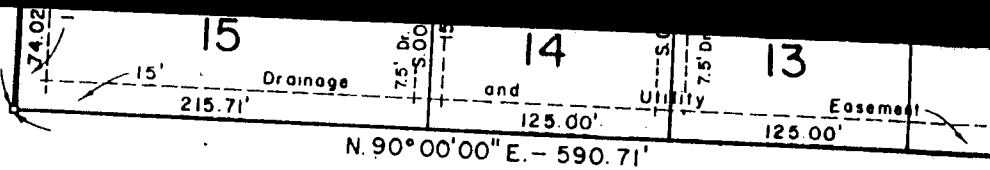
Subject to all legal easements and rights-of-way, this Subdivision consists of 8 lots numbered 12 through 20 both inclusive, with streets as shown hereon. The site of the lots and the width of the street right-of-way are shown in figures denoting feet and decimal parts thereof. Witness my signature this 17 day of August, 1977.

[Signature]
 Allan H. Wells, Reg. L.S. - Indiana (10359)

Found Stone

04
 1977
 PAGE 130
 Measured

The undersigned, V. Dale Weaver and Marlan Lucille Weaver, husband and wife of Hamilton County, Indiana, being



The undersigned, V. Dale Weaver and Marian Lucille Weaver, husband and wife, of Hamilton County, Indiana, being the owners of record of all of the above described tract of land do hereby lay off, plat and subdivide into lots and streets such tracts and do hereby dedicate for public use any of such streets not previously dedicated, in accordance with the within plat. The following restrictions, limitations, and covenants are hereby imposed upon and shall run with the land contained in such plat:

The within plat shall be known and designated as DALE - MAR SUBDIVISION, SECOND SECTION, a subdivision in Hamilton County, Indiana.

No building shall be erected or moved upon any lot in this subdivision until building plans, plot plans, and specifications of such structure proposed have been approved in writing by V. Dale Weaver, or his designated representative.

All lots in this subdivision are reserved for residential use, and no building other than a one family residence or structure of facility accessory in use thereto shall be erected thereon.

Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

No single story residence shall be erected on any lot in this subdivision which has a floor area, exclusive of unenclosed porches and attached garage, of less than 1300 square feet. No one and one-half story, two story, or split level residence shall be erected on any lot in this subdivision which has a ground floor area, exclusive of unenclosed porches and attached garage, of less than 1000 square feet. All garages erected in this subdivision shall be attached to the residence dwelling.

No building, structure or accessory building shall be erected closer to the side of any lot than 10 feet, however, any proposed construction closer than 15 feet to the side of any lot must be approved by the Architectural Control Committee. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building has been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by the Architectural Control Committee composed of the undersigned owners, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plans submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the owner may proceed with the building according to the plans as approved. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

No trailer, tent, shack, attached shed, basement, garage, or temporary building shall be used for temporary or permanent residence on any lot in this subdivision.

No fences shall be erected in this subdivision between the building lines and the property line of the street as shown on the within plat.

In the event storm water drainage from any lot or lots flows across another lot, provision shall be made to permit such drainage to continue, without restriction or reduction, across the downstream lot and into the natural channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

The utility strips shown on the within plat are reserved as easements for use of city or county in which this subdivision is located, owners in this subdivision, and public utility companies for the installation, use, maintenance, repair, and removal of sewers, water mains, utility poles, wires, and other facilities and utilities necessary of incidental to the common welfare and use and occupancy for residential purposes of the houses to be erected in this subdivision. No building or other structure, except walks or driveways, shall be erected or maintained upon, over, under, or across any such utility strip for any use except as set forth herein, and owners in this subdivision shall take their title to the land contained in such utility strip subject to the perpetual easement herein reserved.

No animals, livestock or poultry of any description shall be raised, bred, or kept upon any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.

All structures shall be completed on the exterior within six (6) months from start of construction including two (2) coats of paint or varnish on any exterior wood surfaces. All structures must be completed, site graded, sodded or seeded, and reasonably landscaped, within one (1) year from date of commencement thereof. During the period of construction the premises shall be kept and maintained in a slightly and orderly manner.

Until such time as a sanitary sewerage system is installed in this subdivision, sanitary septic tanks with adequate absorption field or dry well shall be installed for each dwelling erected. Such septic tank absorption field and/or dry well shall be of such a type and construction and so located on the land as to be approved in writing by the Public Health Authorities. No other sanitary project or device for sewage disposal shall be permitted or used in this subdivision unless prior approval is obtained by the proper regulatory authorities.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and shall not be kept, except in sanitary containers.

The right to enforce the within restrictions, limitations, and covenants by injunction is hereby dedicated and reserved to owners of lots in this addition, their heirs and assigns, who shall be entitled to such a relief without being required to show any damage of any kind to any such owner or owners by or through any such violation or attempted violation. Said provisions shall be and continue in full force and effect for a period of twenty (20) years from the date of this plat and thereafter unless and until by a vote of the then majority of the owners of the total lots in this subdivision it is agreed to change these covenants in whole or in part. Invalidity of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.