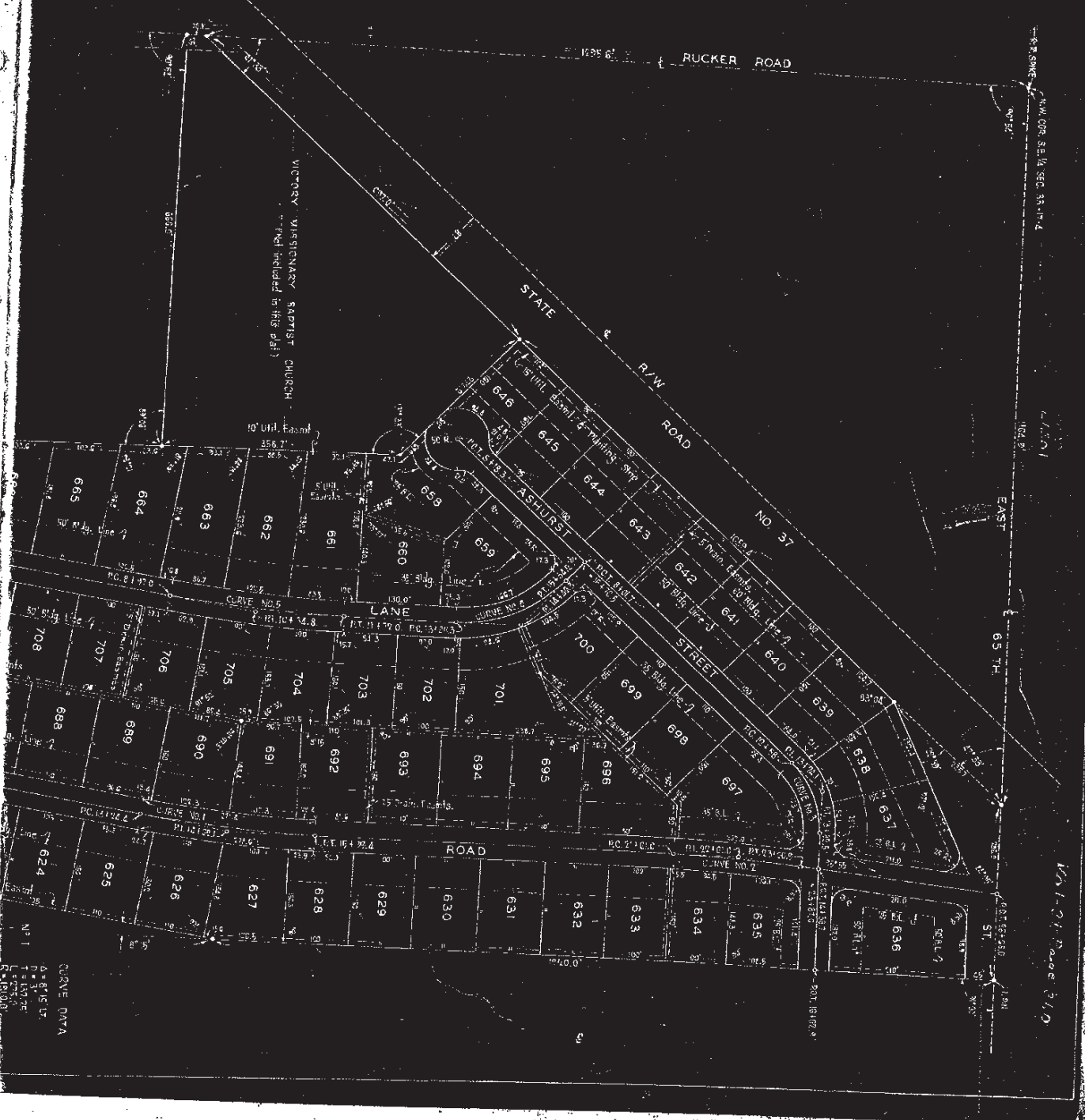


120
1853
ROAD
1514
1548



CURVE DATA
 A = 87° 15' 12"
 P = 157.17'
 T = 157.17'
 L = 157.17'

NO. 37
 EAST 65 TH ST
 151-21-3-200-310



Paul G. Ford
 Date: 6/28/60
 Dwg. Eng. No. 3035

This section contains 37 lots, numbered from 614 to 623 in '71, both inclusive
 WITNESS my hand and seal this 23rd day of Aug, 1960

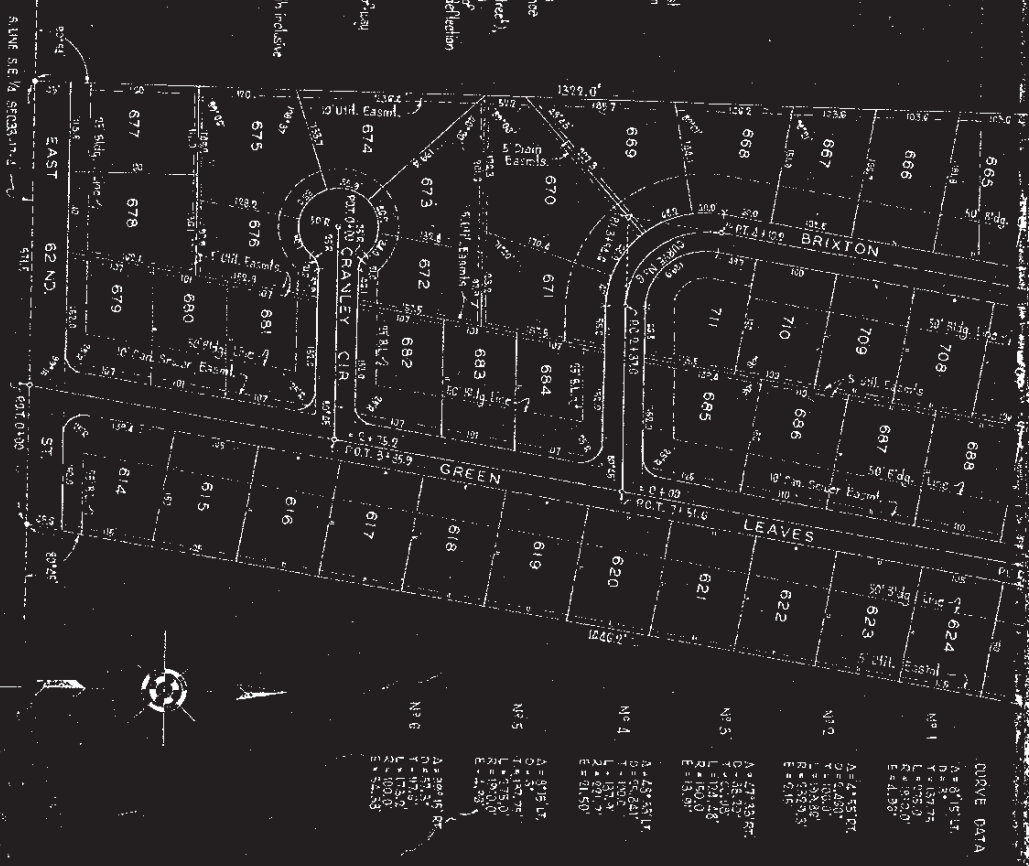
1. The undesignated PINE & GARD, a Registered Engineer in the State of Indiana, hereby certifies the above plat of DEVONSHIRE, Sixth Section, Quarter 34 1/2 of Section 33, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Starting at the Northwest corner of said Southeast Quarter, thence East along the North line of same a distance of 102.0 feet to a point, the place of beginning of this description, thence continuing East along said North line a distance of 438.0 feet to a point, thence South with a deflection angle of 97°00' right a distance of 120.0 feet to a point, thence South with a deflection angle of 87°15' right a distance of 114.62 feet to a point on the South line of said Southeast Quarter, thence East, thence West with a deflection angle of 60°45' right along said North line a distance of 57.5 feet to a point, thence North with a deflection angle of 98°54' right a distance of 160.0 feet to a point, thence North with a deflection angle of 48°37' left a distance of 172.0 feet to a point in the East right-of-way line of State Road 37, thence Northwest, and along said right-of-way line with a deflection angle of 97°00' right a distance of 1059.2 feet to the place of beginning, containing in all 41,093 acres, more or less, subject, however, to any and all legal requirements, notices, laws or easements of record.

FINAL APPROVAL
 PLAT COUNTY OF MARION, INDIANA
 SEPTEMBER 1, 1960
 PROPOSED PUBLIC NOTICE OF THE HEARING HAS BEEN PUBLISHED
Katherine J. Cook
 MARION

Devonshire

SIXTH SECTION



SCALE 1" = 200'

APPROVED THIS 24th DAY OF SEPTEMBER, 1960, by the Board of Commissioners of Marion County, Indiana.
James H. Walker
 MARION

For Cross Section Waiver of Restrictions
 Dwg. Dist. 88422 Vol. 1889 Page 394 OCT 20 1961

COVENANTS OF THE LAND - LEVONSHIRE, SIXTH SECTION Page-362

The undersigned, THE INDIANA NATIONAL BANK OF INDIANAPOLIS, as TRUSTEE under deed recorded in Town Lot Record 1963, Page 26, and WARREN W. ATKINSON, do hereby certify that they have sold-off, platted and subdivided and hereby lay-out plat and subdivided lots and streets in the attached certified plat, the real estate described in the attached plat and certificate. This subdivision shall be known and designated as "LEVONSHIRE, SIXTH SECTION", an addition in Marion County, Indiana.

The streets not heretofore dedicated are hereby dedicated to the public.

The undersigned hereby establishes front and side building lines as shown on the attached plat, between which lines and the property lines of the several streets there shall be erected and maintained no permanent or other structures, or part thereof, except as to the side yard line under the conditions hereinafter referred to.

There are strips of ground marked "Utility Easement" shown on the plat that are hereby reserved for public utilities, not including, however, transportation companies, for the installation and maintenance of poles, mains, drains, ducts, lines and wires. Purchasers of lots in this addition shall take title subject to the easement hereby created and subject to the rights of proper authorities to service such utilities in the easements hereby created for said corporation strips, and no permanent structures of any kind, and no part thereof except fences, shall be built, erected or maintained on said corporation strips.

No laundry tub or sink or basement drain water may be tiled into any open ditch; Sewerage water may be tiled to the street or any open, natural line of drainage (tills) around the exterior of the basement walls and footings may likewise be tiled into any natural drainage available so long as there is no connection with the sewage system of the property involved.

All lots in this addition shall be designated as residence lots. Only one single-family dwelling with necessary buildings, and not exceeding two and one-half stories in height, may be erected or maintained on any platted lot in this addition.

No residence shall be erected or maintained on any lot in this addition having a ground floor area of less than 1200 square feet in case of a one-story residence or less than 800 square feet in the case of a one and one-half or two or two and one-half story residence. The side yard on each side of the residence must be equal in width to 25% of the width of the lot on the lot-line not separated by an easement for utilities as shown on said plat, such owner may build to coincide with or be nearer than 15 feet to such dividing line, but no residence or building of any character shall be built in such a manner as to be on any strip covered by such utility easement and provided further that in no case shall any residence or building be erected nearer to any other residence or building than thirty feet. A minimum back yard depth must be maintained of at least forty (40) feet.

No trailer, tent, shack, basement, garage or temporary structure of any kind shall be used for temporary or permanent residential purposes on any lot. No outdoor or offensive trade shall be carried on upon any lot in this addition, nor shall anything be done thereon which may, be or become a nuisance to the neighborhood.

No lots or lot in this subdivision shall be subdivided into a greater number of lots than presently platted. Re-division of any one of these covenants by judgment or court order, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

No building shall be erected, placed or altered on any of these lots in this addition until the building plans, plat and specifications showing the location thereof have been approved in writing by a majority of a committee to be known as the "Levonshire, Sixth Section, Building Committee" and composed of W. Clinton Atkinson, Wilbur W. Atkinson and Warren W. Atkinson, or approved in writing by Warren W. Atkinson as agent for said committee, for conformity and harmony of exterior back lines. In the event of the death of any member or members of this committee, the surviving member or members shall have the authority to approve or disapprove such action and location. If said committee shall fail to approve or disapprove such building or location within ten (10) days after said plans have been submitted or if on suit to enforce the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required. Said committee shall act and serve without compensation. Said committee shall act and serve until May 15, 1965, or until the time the then record owners of a majority of these lots in this addition subject to the covenants herein set forth, are designated in writing, duly recorded among the land records, their authorized representatives, who thereafter shall have all the powers, subject to the above limitations, as were previously delegated herein to the said committee.

The right to enforce these restrictions shall rest in the owners of the lots in this addition, and the said right, together with the right to cause removal of any structure or part thereof erected or maintained in violation of these restrictions, may be exercised by injunction or by appropriate action at law.

These restrictions constitute covenants running with the land and shall be in effect for periods of 25 years from this date, provided that at the expiration of said term owner or owners of a majority of lots in this addition shall execute and acknowledge a declaration in writing waiving renewals and said written declaration shall be recorded in the office of the Recorder of Marion County, Indiana, in which event the provisions above set out for renewals shall be nullified.

IN WITNESS WHEREOF, THE INDIANA NATIONAL BANK OF INDIANAPOLIS, as TRUSTEE under deed recorded in Town Lot Record 1963, Page 26, and WARREN W. ATKINSON have hereunto set their hands and seals this 12th day of May, 1960.

THE INDIANA NATIONAL BANK OF INDIANAPOLIS, as TRUSTEE under Deed recorded in Town Lot Record 1963, Page 26.
By: J. Deane Chaulley
C. Deane Chaulley, President

J. J. Boudreau
Assistant Cashier

Warren W. Atkinson
Warren W. Atkinson

STATE OF INDIANA)
COUNTY OF MARION)

I, J. Deane Chaulley & J. J. Boudreau, do hereby certify that they are duly authorized to sign and deliver said instrument and on the day of said execution as such they are duly authorized, and that the seal affixed to said instrument is the seal of said corporation and its officers.

My Commission expires March 22, 1963.

Paul R. Stucky
Notary Public

STATE OF INDIANA)
COUNTY OF MARION)

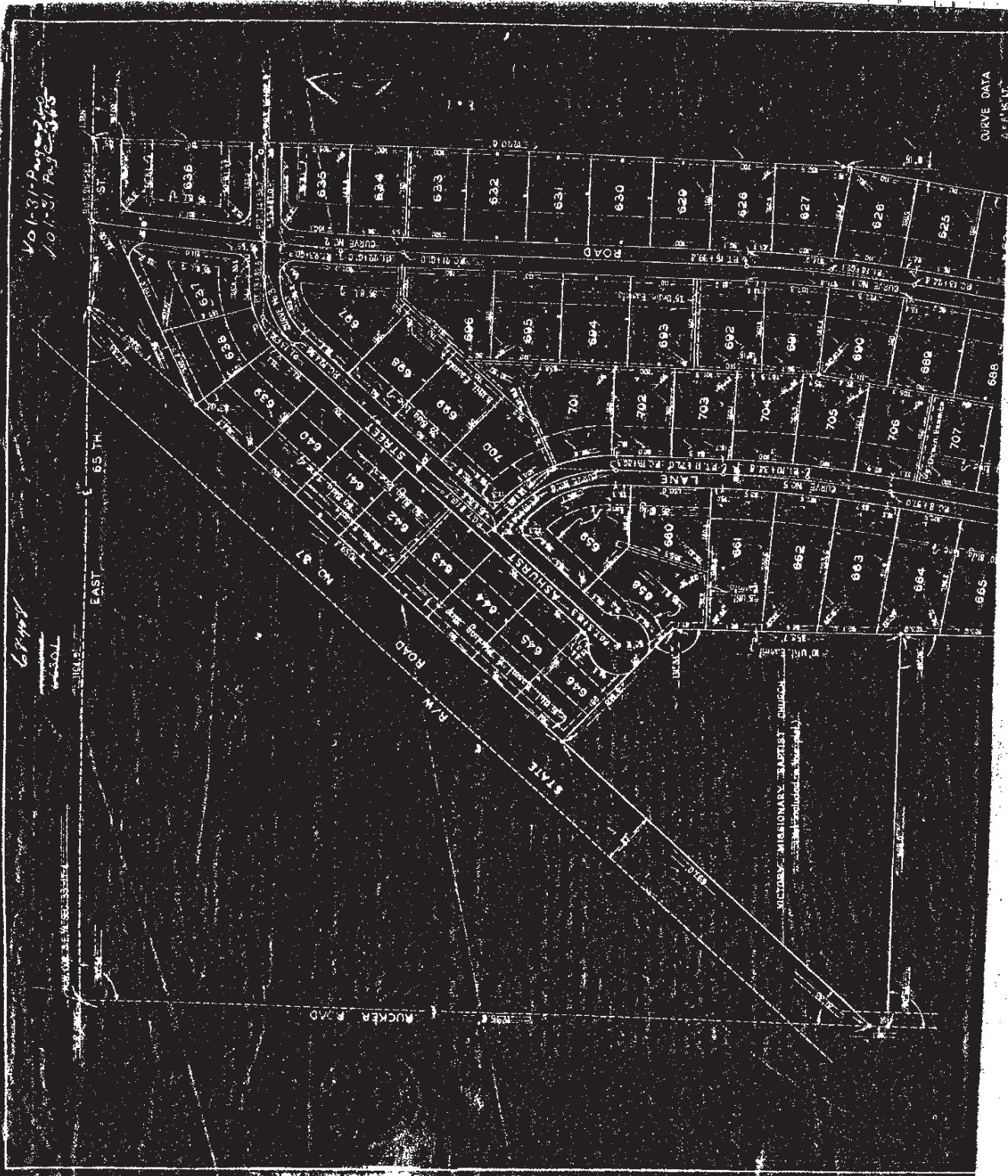
Personally appeared before me, U. Underwood, a Notary Public in and for said State and County, WARREN W. ATKINSON, known to me, and acknowledged the execution of the foregoing certificate.

APPROVED THIS 8th DAY OF September 1960.
Auditor of Marion County
D. H. Underwood

Paul R. Stucky
Notary Public

Vol. 31-Part 2
10/31 Page 365

6/24/17
TOTAL



Page 316
Resubmitted

The undersigned, DALE G. GARD, a Registered Engineer in the State of Indiana, hereby certifies the above plat of DEVONSHIRE, Sixth Section, Quarter (S.E. 1/4) of Section 35, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Study of the Northwest corner of said Sectional Quarter, Francis East 1/4, North line of same a distance of 1142.5 feet to a point on the line of the occupation, thence commencing East along the line of the occupation a distance of 285.0 feet to a point, thence South along a deflection angle of 87° 15' right a distance of 1020.0 feet to a point, thence West along the South line of said Sectional Quarter (under line of 69' 14" Street), a distance of 571.5 feet to a point, thence North along said South line a distance of 447.7 feet to a point, thence West along the North line of said Sectional Quarter a distance of 371.0 feet to a point in the East 1/4 of said Sectional Quarter, thence North along the North line of said Sectional Quarter a distance of 307.0 feet to the place of beginning, thence in all 4703.3 feet more or less subject to survey, to any and all legal highways, right-of-way or easements of record.

This section contains 67 lots, numbered from 666 to 693 to 711, both inclusive, and is held and sold this 27th day of Aug, 1960

Dale G. Gard
Dale G. Gard
Aug 19, 1960

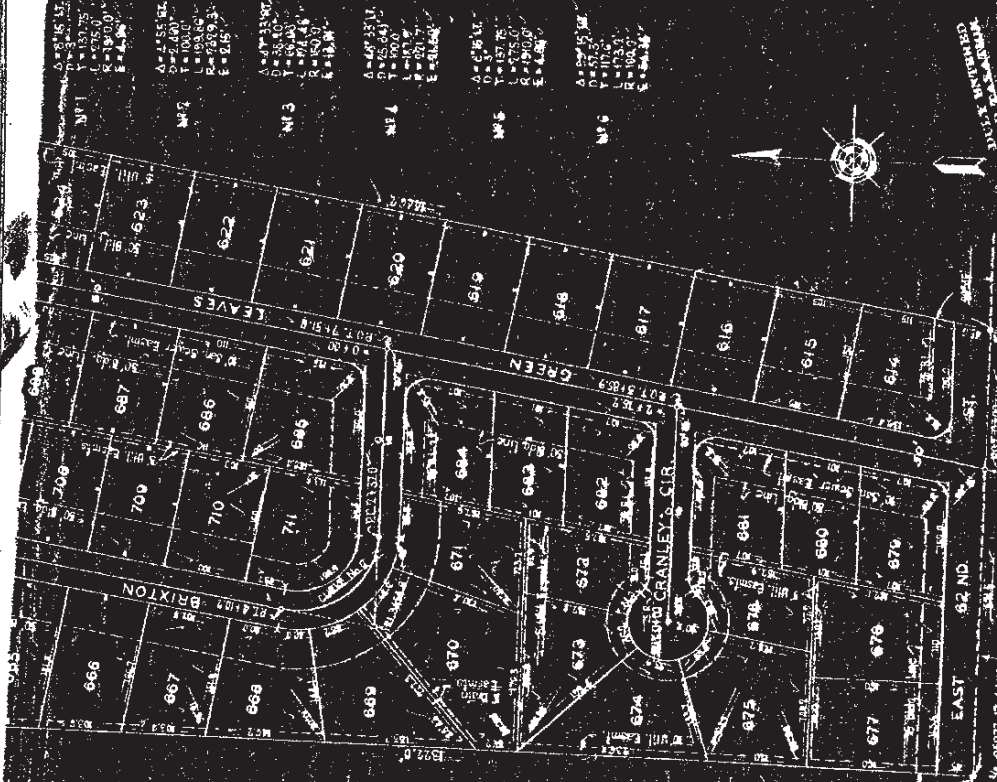
PLAT RE-RECORDED DUE TO OMISSION OF STREET WIDTHS ON ORIGINAL.



FINAL APPROVAL
I hereby certify that the above plat is correct and represents a subdivision of land in the Sectional Quarter (S.E. 1/4) of Section 35, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:
DALE G. GARD
REGISTERED ENGINEER
No. 11860
I HEREBY CERTIFY THAT THIS PLAT HAS BEEN PUBLISHED
Karl J. [Signature]



RECEIVED FOR RECORD
SEP 13 1960
and recorded in
Plat Book Page
Recorder's Office
Marion County, Indiana



Devonshire

SIXTH SECTION

SCALE
0 60 100 300

PLAT RECORDED
NOTE ON PLAT
SEP 8 1960
Dale G. Gard

APPROVED FOR RECORD
DAY OF September 1960
Recorder's Office
Marion County, Indiana

11/10
SEP 13 1960

pg. 366

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COVENANTS OF THE LAND - DEVONSHIRE, SIXTH SECTION

Page 312

The undersigned, THE INDIANA NATIONAL BANK OF INDIANAPOLIS, as TRUSTEE under Deed recorded in Town Lot Record 1563, Page 26, and WARREN M. ATKINSON, do hereby certify that they have laid-off, platted and subdivided and hereby lay-off plat and subdivide into lots and streets in the attached certified plat, the real estate described in the attached engineer's certificate. This subdivision shall be known and designated as "DEVONSHIRE, SIXTH SECTION", an addition in Marion County, Indiana.

The streets not heretofore indicated are hereby dedicated to the public.

The undersigned hereby establish front and side building lines as shown on the attached plat, between which lines and the property lines of the several streets there shall be erected and maintained no permanent or other structures, or part thereof, except as to the side yard lines under the conditions hereinafter referred to.

There are strips of ground marked "Utility Easement" shown on the plat that are hereby reserved for public utilities, not including, however, transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. Purchasers of lots in this addition shall take title subject to the easements hereby created and subject at all times to the rights of proper authorities to service such utilities in the easements hereby created and subject at strips, and no permanent structures of any kind, and no part thereof except fences, shall be built, erected or maintained on said corporation strips.

No laundry tub or sink or basement drain water may be tiled into any open ditch; downspout water may be tiled to the street or any open natural line of drainage; tiles around the exterior of the basement walls and footings may likewise be tiled into any natural drainage available so long as there is no connection with the sewage system of the property involved.

All lots in this addition shall be designated as residence lots. Only one single-family dwelling with accessory buildings, and not exceeding two and one-half stories in height, may be erected or maintained on any platted lot in this addition.

No residence shall be erected or maintained on any lot in this addition having a ground floor area of less than 1200 square feet in case of a one-story residence or less than 800 square feet in the case of a one and one-half or two or two and one-half story residence. The side yard on each side of the residence must be equal in width to 15% of the width of the lot at the set-back line or 20 feet, whichever is the lesser, except that in the case where the same person or persons own two adjoining lots not separated by an easement for utilities as shown on said plat, such where they build to coincide with or be greater than 15 feet to each side of the lot, but no residence or building of any character shall be built in such a manner as to be on any strip covered by such utility easement and provided further that in no case shall any residence or building be erected nearer to any other residence or building than thirty feet. A minimum back yard depth must be maintained of at least forty (40) feet.

No trailer, tent, shack, outhouse, garage or temporary structure of any kind shall be used for temporary or permanent residential purposes on any lot. No noxious or offensive trade shall be carried on upon any lot in this addition, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

No lots or lot in this subdivision shall be subdivided into a greater number of lots than presently platted. Re-division of any one of these lots by judgment or court order, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

No building shall be erected, placed or altered on any of these lots in this addition until the building plans, plot plans and specifications showing the location thereof have been approved in writing by a majority of a committee to be known as the Devonshire, Sixth Section, Building Committee and composed of W. Milton Atkinson, Arthur M. Wilkinson and Warren M. Lock, or approved in writing by Warren M. Atkinson as agent for said committee, for conformity and harmony of external location with existing structures in this area, and also as to location of building with respect to property and harmony of external location with existing structures in this area, and also as to location of building with respect to property and harmony of external location with existing structures in this area. If said committee shall fail to approve or members shall fail to exercise or location within ten (10) days after said plans have been submitted or if no suit to enforce the creation of such building or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required. Said committee shall act and serve without compensation. This committee shall act and serve until May 31, 1963, at which time the then record owners of a majority of these lots in this addition subject to the covenants herein set forth, may designate in writing, any record owner of the land herein, their authorized representatives, who thereafter shall have all the powers, subject to the above limitations, as were previously delegated herein to the said committee.

The right to enforce these restrictions shall rest in the owners of the lots in this addition, and the said right, together with the right to cause removal of any structure or part thereof erected or maintained in violation of these restrictions, may be exercised by injunction or by appropriate action at law.

These restrictions constitute covenants running with the land and shall be in effect for periods of 25 years from this date, provided that at the expiration of said term owner or owners of a majority of lots in this addition shall execute and acknowledge a declaration in writing waiving renewals and said written declaration shall be recorded in the office of the Recorder of Marion County, Indiana, in which event the provisions above set out for renewals shall be nullified.

IN WITNESS WHEREOF, THE INDIANA NATIONAL BANK OF INDIANAPOLIS, as TRUSTEE under Deed recorded in Town Lot Record 1563, Page 26, and WARREN M. ATKINSON have hereunto set their hands and seals this 12th day of May, 1963.

THE INDIANA NATIONAL BANK OF INDIANAPOLIS, as TRUSTEE under Deed recorded in Town Lot Record 1563, Page 26.

By: J. Davis Chandler, Trustee

Warren M. Atkinson, Trustee

J. J. Bowden, Assistant Cashier

STATE OF INDIANA) SS
COUNTY OF MARION)

I, J. Davis Chandler, personally appeared before me, the undersigned, a Notary Public in and for said County and State, and acknowledged the execution of the foregoing certificate as such trustee, and first being duly sworn upon their oath to the purposes therein set forth, and that the seal affixed to said instrument is the seal of said corporation and its officers, and that they are duly authorized to sign and deliver said instrument for and on behalf of said corporation and its officers.

At 12:35 my hand and material seal this 12th day of May, 1963.

My Commission expires: March 22, 1963.

STATE OF INDIANA) SS
COUNTY OF MARION)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, and acknowledged the execution of the foregoing certificate as such trustee, and first being duly sworn upon their oath to the purposes therein set forth, and that the seal affixed to said instrument is the seal of said corporation and its officers.

At 12:35 my hand and material seal this 12th day of May, 1963.

My Commission expires: December 2, 1962.

THIS INSTRUMENT PREPARED BY J. J. BOWDEN

ATTESTED THIS 12th day of May, 1963.

DAY OF September 1962.

Auditor of Marion County

Seal of Marion County

Paul L. Stucky, Notary Public

Notary Public

SEAL OF THE INDIANA NATIONAL BANK OF INDIANAPOLIS

1165-1960 W.D.M. 114