

Property lines are "radial lines" except as noted.  
D.S. - Indicates Ditch Strip or Easement  
S.E. - Indicates South Easement  
A.E. - Indicates Anchor Easement

PAGE 413

PAGE 414

# EAGLEDALE FOURTH SECTION AMENDED

I, hereby certify that the within plat is true and correct and represents a survey of the West One Half of the Southeast Quarter of Section 19, Township 16 North, of Range 1 East in Marion County, Indiana, being more particularly described as follows to-wit: Beginning at the Southeast corner of said West Half Quarter Section running thence West upon and along the South line of said Half Quarter Section a distance of 1331.0 feet to a point; thence North upon and along the West line of said Half Quarter Section a distance of 2662.55 feet to a point; thence East upon and along the North line of said Half Quarter Section a distance of 1332.00 feet to a point; thence South upon and along the East line of said Half Quarter Section a distance of 2660.55 feet to the point of beginning. Containing in all 81.38 Acres more or less.

This subdivision consists of 361 lots numbered 1 thru 361 inclusive. The size of lots and widths of streets are shown on this plat in figures denoting feet and decimal parts thereof.  
This survey was made by me during September, 1955.  
Witness my signature this 12th day of October, 1955.

*James H. Denkert*  
James H. Denkert  
Registered Professional Engineer #701

The undersigned DeCamp Realty Co., Inc. by R. D. Park, President and Robert V. Welch, Vice President, owner of the above described real estate, hereby lay off, plat, and subdivide the same into lots and streets. The within plat shall be known and designated as "Eagledale Fourth Section", amended, an addition to the City of Indianapolis, Indiana.

- A. The streets shown and not heretofore dedicated are hereby dedicated to the public.
- B. All numbered lots in this addition shall be designated as residential lots except lots 316 thru 361 which are 116. Only one single family dwelling with accessory building and not exceeding two stories in height may be erected or maintained on said lots.
- C. Front and side building lines are established as shown on this plat between which lines and the property lines of the street there shall be erected and maintained no structure or part other than an open one story porch. No fence shall be erected closer to the property line of an abutting street than such building lines.
- D. No one story house shall be erected on any lot in this addition having a ground floor area of less than 840 square feet and no one and one-half or two story house having a ground floor area of less than 1100 square feet and side of open porches, terraces, basements or utility rooms, except that on lots numbered 31, 33, 35 thru 36, 38, 39, 41, and 355 the ground floor area shall not be less than 1000 square feet.
- E. No dwelling shall be built on any lot which shall be of the cost of less than \$7,000.00.
- F. No trailer, tent, shack, basement, garage, barn or other out-building or temporary structure shall be used for temporary or permanent residential purposes on any lot in this addition.
- G. 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.
- H. No building shall be erected nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line, nor nearer than 5 feet to any side lot line, nor nearer than 5 feet to a rear lot line, and no building (house front shall be further than 40 feet from the front lot line); provided however, that a detached one or two car garage located more than 65 feet from the front lot line shall be erected no closer than two (2) feet to the side or rear lot line; and provided further that where the same person or persons owns two adjoining lots, such owner may build a residence or dwelling house or appurtenant garage across the dividing line or to coincide therewith; provided that in no case shall any residence be erected nearer to any other residence than 10 feet.
- I. No lot in this subdivision shall be re-subdivided into a building lot having an area of less than 5500 square feet.
- J. No poultry or farm animals shall be raised or maintained on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or bird.
- K. No lots shall be sold and no structure shall be erected in this addition until the street on which the lot fronts has been improved in accordance with the drainage, grade and or easement plans have been approved by the local authority having jurisdiction.
- L. There are strips of ground as shown on the within plat marked "Utility Strips" which are hereby reserved for the use of public utility companies, not including street car or transportation companies for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drains, subject at all times to the authority of the City of Indianapolis, and to the easement herein reserved. No permanent or other structures shall be erected or maintained on said strips. The owners of such lots in this addition however, shall take their title subject to the rights of the public utilities and to those of the other owners of lots in this addition to said easement herein granted for ingress and egress in, along, across and thru the strips of ground so reserved.
- M. The right to enforce the within provision, restrictions and covenants by injunction, together with the right to cause the removal by due process of law of any septic tank, absorption bed or structure erected or maintained in violation thereof is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs or assigns, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners by or thru any such violation or attempted violation, said provisions shall be in full force and effect until August 1, 1970 at which time said covenants shall be automatically extended for successive periods of 10 years unless by a vote of the majority of the then owners of the lots it is agreed to change the covenants in whole or in part. Invalidity of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- N. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them.

In witness whereof DeCamp Realty Co., Inc. by R. D. Park, President, Robert V. Welch, Vice President, have hereunto caused their names to be subscribed this 12th day of October, 1955.

State of Indiana) s.  
County of Marion)

Personally appeared before me the undersigned a Notary Public in and for said County and State, DeCamp Realty Co., Inc. by R. D. Park, President, Robert V. Welch, Vice President, and acknowledged the execution of the above and foregoing certificate as its and their voluntary act and deed for the uses and purposes therein expressed.

My commission expires:  
September 15, 1958  
Notary Public  
Ruth Evelyn Andrus

2712  
S. J. Longman SE  
James Denkert  
S. J. Robert S. Denman  
DeCamp Realty Co., Inc.  
By: *R. D. Park* President  
By: *Robert V. Welch* Vice President

DOLE REGISTERED FOR PAZASTON  
NOV 1955  
ROY T. LOPEZ  
MARION COUNTY  
OCT 12 1955

249  
55  
23  
56  
James B. Longman  
Vice P. Denman