

IMAGE COPY PROPT

SEP 10 1974

Present to Encroachment
FOR CROSS REFERENCE OF THIS INSTR.
SEE INSTR. # 44-57298

Cross Reference
See Vol 1620 Page 698

JUN 8 1956

19952

VOL 29

PAGE 235

SUBDIVISION PLAT
ROSEDALE HILLS
SECTION III
MARION COUNTY - PERRY TOWNSHIP
INDIANA

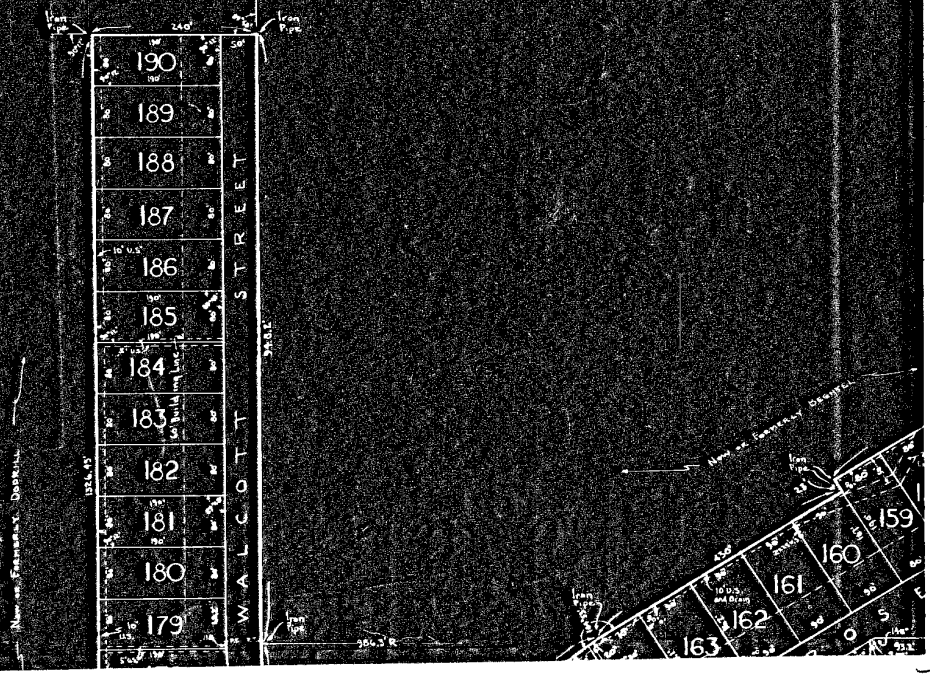


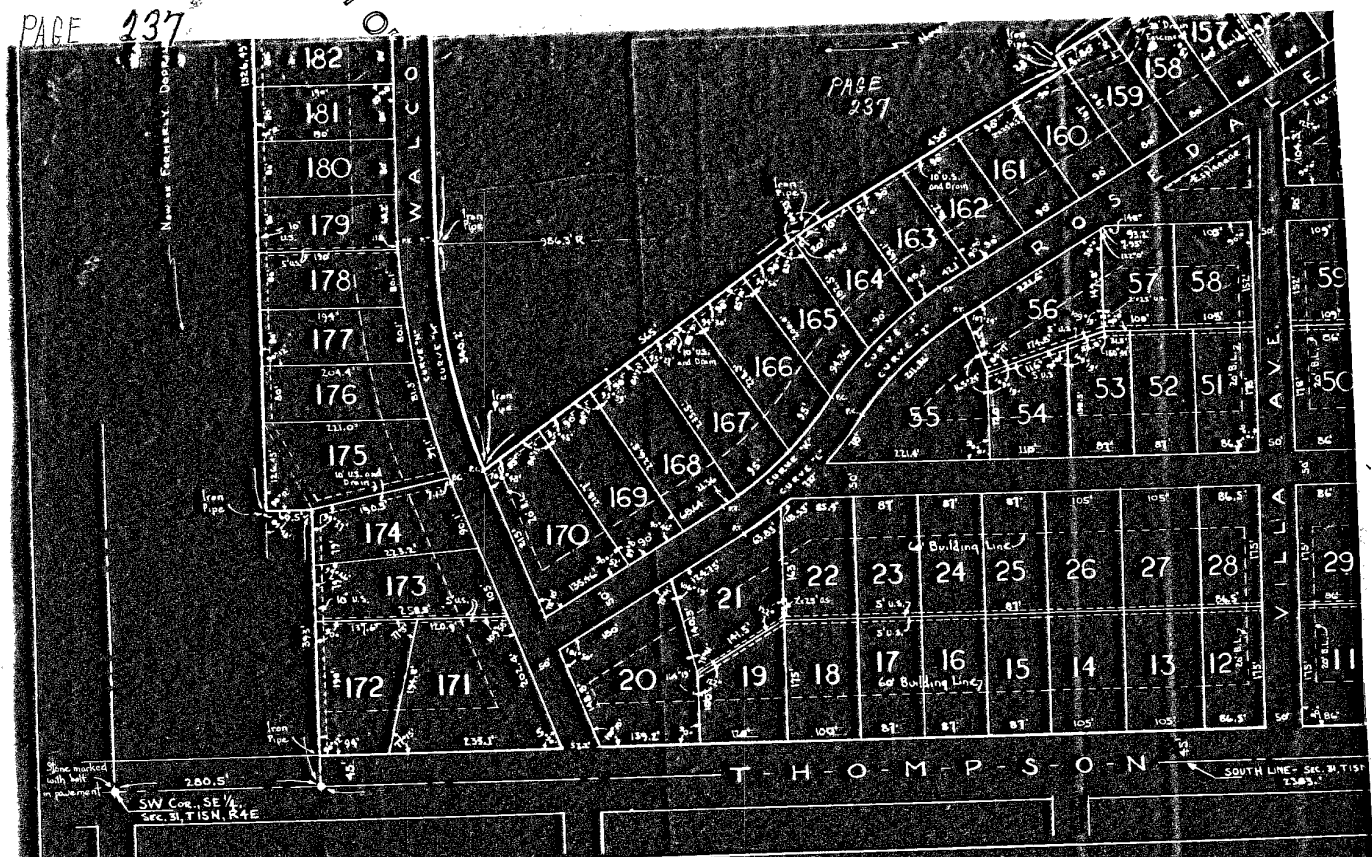
IMAGE COPY PROPER

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CURVE DATA

CURVE	TANG.	RAD.	Δ	L
A	274.3'	575.5'	50° 52'	506.8'
B	274.4'	475.5'	50° 45'	550.2'
C	70.5'	317.3'	24° 58'	151.5'
D	81.4'	347.8'	24° 58'	153.2'
E	70.5'	317.3'	24° 58'	151.5'
F	81.4'	347.8'	24° 58'	153.2'
G	128.9'	251.4'	57° 40'	253.1'
H	144.4'	302.4'	57° 40'	308.4'
I	101.5'	503.2'	24° 5'	211.34'
J	117.4'	553.2'	24° 5'	231.34'
K	107.3'	503.2'	24° 5'	211.34'
L	171.3'	553.2'	24° 5'	231.34'
M	124.4'	366.2'	19° 58'	248.4'
N	162.4'	1034.3'	15° 58'	337.5'



I, the undersigned, do hereby certify that this plat is true and correct representing a subdivision of part of the Southeast Quarter of Section 31, Township 15 North, Range 4 East, in Perry Township, Marion County, State of Indiana, more particularly described as follows: Beginning at the Southeast Corner of the Southeast quarter of said Section, thence North, upon and along the East line of said Section, 2,600 feet to the Northern corner of the South quarter of said Section, thence West, upon and along the North line of said quarter Section, 500.4 feet to a point, thence deflecting 82° 5' to the left and running a distance of 120 feet to a point, thence deflecting to the right, thence deflecting 27° 30' to the left and running a distance of 140 feet to a point, thence deflecting to the right, thence deflecting 150 feet to a point, thence deflecting 90° to the left and running a distance of 720 feet to a point, thence deflecting 50° to the left and running a distance of 23 feet to a point, thence deflecting 90° to the right and running a distance of 430 feet to a point, thence deflecting 90° to the right and running a distance of 120 feet to a point, said point being the point of curvature of a curve having a radius of 396.5 feet and a deflection angle of 13° 58', thence deflecting 106° 5' to the right and running up and along the arc of said curve a distance of 3402 feet to a point, said point being the point of tangency of said curve, thence North and parallel to the West line of the Southeast quarter of Section 31, Township 15 North, Range 4 East, 376.2 feet to a point, thence deflecting 88° 40' to the left and running south and parallel to the West line of said quarter Section a distance of 1,126.45 feet to a point, thence deflecting 88° 40' to the right and running a distance of 60.5 feet to a point, thence deflecting 68° 40' to the right and running a distance of 393 feet to a point on the South line of said Section, said point being 296.5 feet East of the Southeast corner of said quarter Section, thence East, upon and along the South line of said Section, 2,385 feet to the place of beginning, containing 95.8 acres, more or less.

This subdivision consists of one hundred streets (100) lots numbered one (1) to one hundred ninety (190), both inclusive, each street as shown on the plat. The dimensions of lots and width of streets are shown on the plat in figures describing feet and fractional parts thereof.

Witness my signature this 11th day of June, 1955.

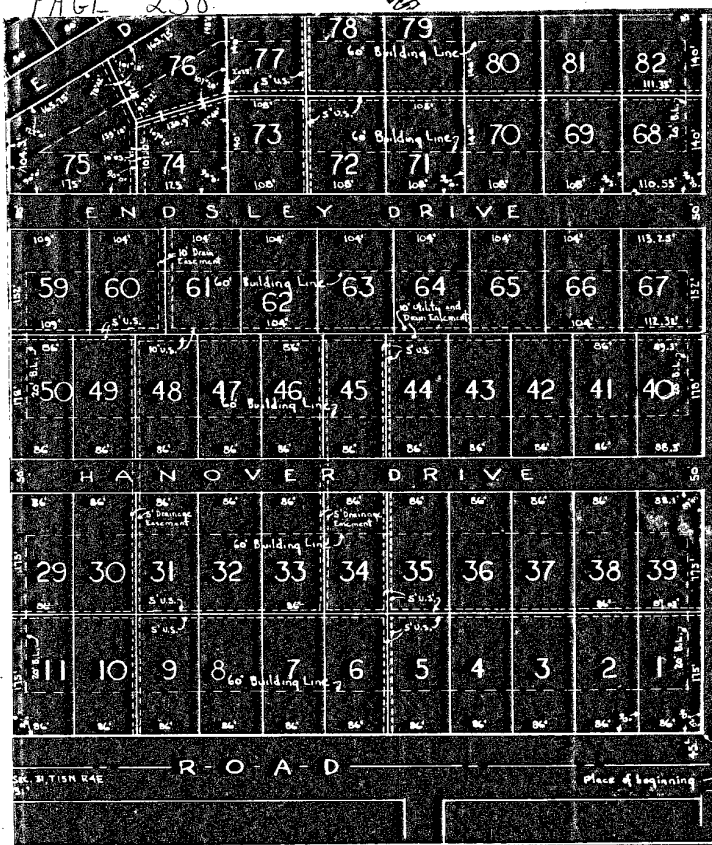
The undersigned, Florida M. Bishop, adult and unmarried, owner of the real estate described herein, does hereby lay off, plat, and subdivide the lands herein described in accordance with this plat and certificate. This subdivision shall be known as "Reseable Hills, Section III".

- The streets not heretofore dedicated are hereby dedicated to public use.
- No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars.
- No one story house shall be erected in this subdivision having a ground floor area of less than 900 square feet, and no one and one-half or two story house having a ground floor area of less than 720 square feet on any lot in this subdivision, exclusive of open porches, garages, basements or utility rooms.
- No trailers, tents, shack, basement, garage, barn, or other outbuilding of temporary structure shall be used for temporary or permanent residential purposes on any lot in this subdivision.
- No noxious or offensive trade shall be carried on upon any lot in this subdivision, nor shall anything be done thereon which shall be or shall become a nuisance to the neighborhood.
- No lot in this subdivision shall be re-subdivided into a building lot having an area of less than 15,000 square feet.
- No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat.
- Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and any over the ten five feet or ten feet of each lot as shown and indicated on

Clinton Green, Registrar of Deeds for Marion County, Indiana

IMAGE COPY PROPERTY OF MARION COUNTY

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SCALE: 1" = 100'

MAGNETIC DECLINATION = 1° 20' E. APPROX.

APPROVED THIS 11th DAY OF JULY, 1955
Marion County
Joseph M. Beightel, Chairman

APPROVED THIS 24th DAY OF July, 1955
 COUNTY PLIN COMMISSION
 COUNTY OF MARION
Joseph M. Beightel PRESIDENT
Paul A. Brown SECRETARY

SE COR., SE 1/4
 Sec. 31, T15N, R4E

NOTE - APPLIED FOR PATRIOT
 JUL 17 1955
Joseph M. Beightel
 COUNTY CLERK

"Utility Strips" (U.S.)

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

The Architectural Control Committee is composed of James E. Murphy, Robert K. Trager, and Florence M. Beightel.

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time after five years from date of recording, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the name of the Committee or to withdraw from the Committee or to resign or to resign to any of its powers and duties.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no such approval or disapproval has been commenced prior to the expiration thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with.

No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Indiana State Board of Health and the Marion County Health and Hospital Corporation.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in suitable containers. All incinerators or other equipment for the disposal or storage of such materials shall be kept in a clean and sanitary condition.

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Indiana State Board of Health and the Marion County Health and Hospital Corporation.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date this plan is recorded, after which these said covenants shall be automatically extended to successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either by restraint violation or by recovery damages.

Investigation of any one of these covenants by judgment of court prior shall in no wise effect any of the other provisions which shall remain in full force and effect.

Owners, occupants, lessors or tenants of lots shall take their titles or occupy said lots subject to these covenants.

Witness my signature this 11th day of June, 1955:
 County of Marion
 State of Indiana
Florence M. Beightel
 Florence M. Beightel, Notary Public in and for said County and State, appeared before me, the undersigned, a Notary Public in and for said County and State, appeared Florence M. Beightel, and she acknowledged the execution of the foregoing instrument as her voluntary act and deed for the purposes therein expressed and affixed her signature thereto. My Commission expires: 3-2-58
Joseph M. Beightel
 Notary Public

JUL 17 1955