64-54531

SHADY HILLS

W 79TH STREET

POINT OF BEGINNING

CURVE DATA

CURVE	Δ	R	CHORD BEAR.	C	L	T
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

NORTH

SCALE: 1" = 100'

DULY ENTERED FOR TAXATION
OCT 21 1964
COUNTY AUDITOR

APPROVED THIS [illegible] DAY OF Oct 1964
AUDITOR OF MARION COUNTY
Donald E. Crawford DEPUTY

CHICAGO TITLE ®

64/54531

APPROVED THIS ____ DAY OF ____ 19__
AUDITOR OF MARION COUNTY
INDIANA

LAND SURVEYOR'S CERTIFICATE

I, David R. De Hart, a Professional Land Surveyor, Registered in the State of Indiana, do hereby certify that the within plat to true and represents a subdivision into streets and lots of a part of the Southwest Quarter of Section 23, Township 17 North, Range 2 East, Marion County, Indiana, more particularly described as follows: Commencing at a corner stone at the Southwest Corner of said quarter section; thence South 89 degrees 43 minutes 42 seconds East on and along the south line of said quarter section for a distance of 1321.40 feet to a point in the West 1/8 line of Key U.S. 52 as now existing; thence North 03 degrees 02 minutes 00 seconds East on and along said West 1/8 line for a measured distance of 351.40 feet (Deed measure = 350.40 feet) to the Point of Beginning of this Legal Description; thence North 03 degrees 07 minutes 00 seconds East for a distance of 183.037 feet; thence South 86 degrees 53 minutes 00 seconds East for a distance of 126.24 feet; thence South 34 degrees 06 minutes 33 seconds East for a distance of 195.82 feet; thence South 32 degrees 21 minutes 15 seconds East for a distance of 340.373 feet; thence South 37 degrees 16 minutes 02 seconds East for a distance of 326.23 feet to the P. C. of a curve whose radius is 812.60 feet and whose chord bearing is South 35 degrees 24 minutes 29 seconds East; thence on and along the arc of said curve deflecting left for a distance of 75.330 feet; thence South 32 degrees 06 minutes 14 seconds East for a distance of 85.71 feet to the P. C. of a curve whose radius is 701.42 feet and whose chord bearing is South 40 degrees 37 minutes 24 seconds East; thence on and along the arc of said curve deflecting left for a chord distance of 78.873 feet; thence North 43 degrees 24 minutes 34 seconds East for a distance of 27.71 feet to the P. C. of a curve whose radius is 238.00 feet and whose chord bearing is North 31 degrees 52 minutes 24 seconds East; thence deflecting right on and along said curve for a chord distance of 78.64 feet; thence South 22 degrees 11 minutes 18 seconds East for a distance of 149.00 feet; thence North 53 degrees 18 minutes 14 seconds East for a distance of 330.572 feet; thence North 83 degrees 19 minutes 29 seconds East for a distance of 120.42 feet; thence North 81 degrees 25 minutes 33 seconds East for a distance of 216.334 feet; thence North 88 degrees 16 minutes 33 seconds East for a distance of 207.00 feet to the Point of Beginning, containing 16.472 Acres, more or less, subject, however, to any and all legal highways and rights of way.

This subdivision consists of 77 lots numbered consecutively from 1 to 77, both inclusive. The dimensions of lots and the widths of streets are shown on this plat in figures denoting feet and decimal parts thereof.

Witness my signature and seal this 7th day of February, 1964.

David R. De Hart
REGISTERED LAND SURVEYOR, INDIANA REGISTRATION NO. 4006

DEDICATION CERTIFICATE

Trustee,
The Indiana National Bank of Indianapolis, as Trustee under Trust Agreement dated Feb. 1, 1964, and known as Trust No. 2

1. The undersigned, WALLACE G. DOBBS, by Paul E. Dobbs, President, and C. E. Wakefield, Secretary-Treasurer, do hereby lay-out, plat and subdivide the real estate described in the foregoing Land Surveyor's Certificate, into lots and streets in accordance with the within plat. This subdivision shall be known and designated as "SHADY HILLS", a subdivision of Marion County, Indiana. The streets and thoroughfares dedicated are hereby dedicated to the public. The lots in this subdivision and the use of said lots by present and future owners shall be subject to the following conditions and restrictions which shall run with the land.

2. There are strips of ground marked "Utility and/or Drainage Easements" shown on the within plat which are hereby reserved for public utilities, and including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. The proper use of lots in this subdivision shall take their title subject to the easements herein created and subject at all times to the rights of the proper authorities to service the utilities and the easements herein created. No permanent structures of any kind and no growth thereof shall be built, created or maintained on said utility easements. Trees shall not be planted in said easements except by the express permission of a duly authorized officer of all utility companies concerned.

3. Building setback lines are hereby established as shown on the within plat, between which lines and the property line of the streets, there shall be created or maintained no permanent or other structures or part thereof.

4. All lots in this subdivision shall be designated as residential lots, except that with the consent of a majority of lot owners, a lot or lots may be used for School or Church purposes. Only one single family dwelling not exceeding three stories in height with necessary buildings, shall be created or maintained on any lot in this subdivision.

5. No residence shall be maintained in this subdivision having a ground floor area, exclusive of porch and open porches, of less than 1200 square feet, if a 1½ 2 or 3 story structure.

6. No building or part thereof shall be constructed within 30 feet or 25% of the width of the lot on the building setback line, whichever is the smaller, from the side lot lines. In a case where the same person or persons own one, two or more adjoining lots not separated by a utility easement as shown on the within plat, the foregoing restrictions shall apply only to the exterior side lines of said lots.

7. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the streets, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of rounded property corners, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

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

9. The right to enforce such and all limitations and conditions and restrictions are set forth herein, together with the right to cause the removal of any building erected or altered in violation thereof by injunction or other legal process is hereby reserved to each and every lot owner of the original lots in this subdivision, their grantees and assigns, who shall be entitled as such injunctive relief without being required to show any damages together with reasonable attorney's fees.

10. These restrictions conditions covenants running with the land applicable hereto in effect for a period of 25 years from date, provided that at the expiration of said term, these restrictions shall be automatically renewed for periods of 25 years each, unless at least one year prior to the expiration of a 25 year period, the owner or owners of a majority of the lots in this subdivision shall execute and acknowledge a declaration in writing setting forth and said written declaration shall be recorded in the Land Records of Marion County, Indiana, in which event the provisions shown set forth shall be null and void.

11. Invalidation 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.

12. The right of enforcement of these covenants is hereby granted to the Metropolitan Plan Commission, its successors or assigns.

Witness our hands and seal this 20th day of August, 1964.

The Indiana National Bank of Indianapolis
as Trustee in Fee Simple
By: Paul E. Dobbs, President
Attest: C. E. Wakefield, Secretary-Treasurer

State of Indiana)
) SS
County of Marion)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Earl F. Schmidt, Jerry Trust officers of the Indiana National Bank, and Paul E. Dobbs and C. E. Wakefield, President and Secretary-Treasurer, respectively, of the Dobbs-Wakefield Corp., who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and notarial seal this 20th day of August, 1964.

My commission expires December 29, 1966.

(Signed) Carol B. Hart
Notary Public, Marion County, Indiana

This instrument prepared by Perry L. Hart, Attorney, Indianapolis, Ind.

Stephen W. Barnes by Paul E. Dobbs, President
Earl F. Schmidt
W. A. Barnes

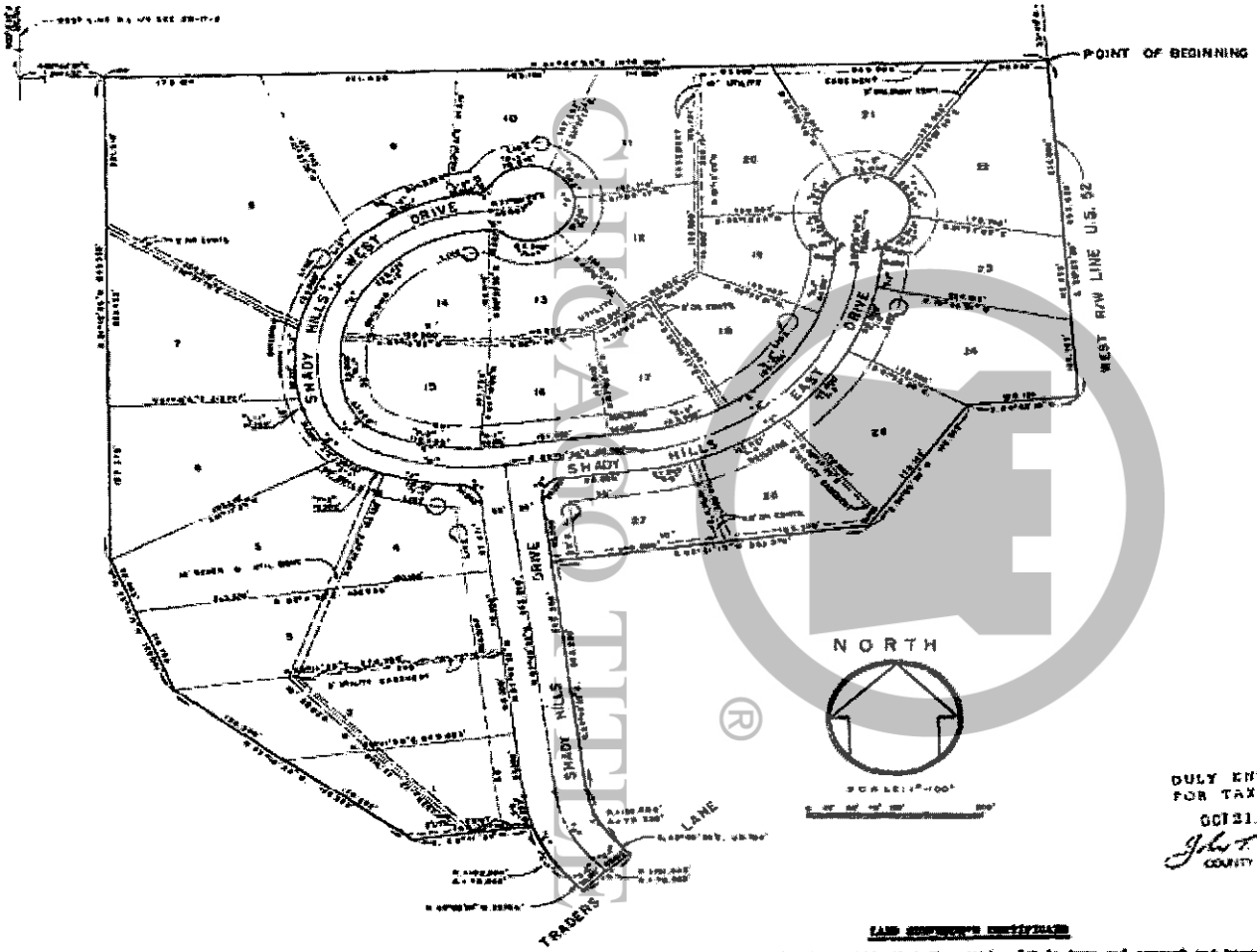
RECEIVED FOR RECORD
1964 OCT 23 AM 8:12
MARION COUNTY RECORDER

RETURN TO: 7-1-66

CHICAGO TITLE

64-54531

64/54531



CURVE DATA

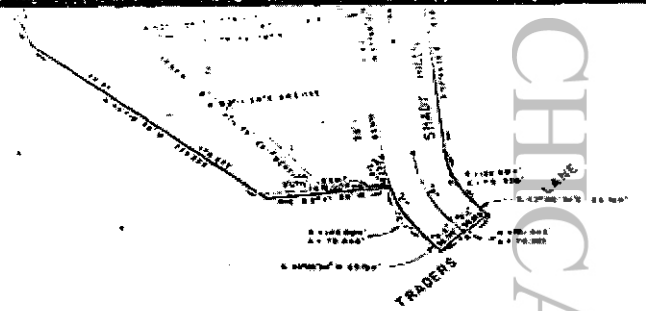
CURVE	Δ	R	CHORD BEAR	C	L	T
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

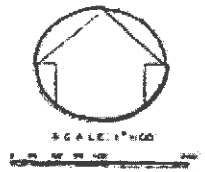
DULY ENTERED FOR TAXATION
OCT 21 1964
COUNTY AUDITOR

APPROVED THIS 21st
DAY OF Oct 1964
AUDITOR OF MARION COUNTY
Donald R. Kennedy DEPUTY

LAND SURVEYOR'S CERTIFICATE

I, David A. M. Hunt, a Professional Land Surveyor, Registered in the State of Indiana, do hereby certify that the within plat is true and correct and represents a subdivision into records and lots of a part of the Northeast Quarter of Section 22, Township 17 North, Range 2 East, Marion County, Indiana, more particularly described as follows: Commencing at a survey stone at the Northeast Corner of said quarter section, thence South 88 degrees 43 minutes 21 seconds West on and along the north line of said quarter section for a distance of 1355.18 feet to a point in the West R/W line of Hwy. No. 52 as now established; thence South 89 degrees 07 minutes 00 seconds West on and along said West R/W line for a measured distance of 35





DULY ENTERED FOR TAXATION
DATE
AUDITOR

APPROVED THIS
DAY OF
AUDITOR OF MARION COUNTY
DRAFTSMAN

LAND SURVEYOR'S CERTIFICATE

I, David R. H. Best, a Professional Land Surveyor, Registered in the State of Indiana, do hereby certify that the within plat is true and correct and represents a subdivision into streets and lots of a part of the Northwest Quarter of Section 20, Township 17 North, Range 2 East, Marion County, Indiana, more particularly described as follows: Commencing at a corner stone at the Northwest Corner of said Quarter Section, thence South 88 degrees 43 minutes 01 seconds West on and along the north line of said quarter section for a distance of 1191.40 feet to a point in the West R/W line of Hwy U. S. 52 as now existing; thence South 05 degrees 07 minutes 00 seconds East on and along said West R/W line for a measured distance of 351.40 feet (Deed Distance = 350.45 feet) to the Point of Beginning of this Legal Description; thence South 05 degrees 07 minutes 00 seconds East for a distance of 1,033.659 feet; thence South 84 degrees 53 minutes 40 seconds West for a distance of 126.124 feet; thence South 34 degrees 06 minutes 33 seconds West for a distance of 195.[illegible] feet; thence South 28 degrees 21 minutes 28 seconds West for a distance of 348.379 feet; thence South 07 degrees 48 minutes 22 seconds East for a distance of 306.29 feet to the P. C. of a curve whose radius is 322.66 feet and whose chord bearing is South 25 degrees 24 minutes 09 seconds East; thence on and along the arc of said curve deflecting left for a distance of 75.330 feet; thence South 43 degrees 00 minutes 54 seconds East for a distance of 25.78 feet to the P. C. of a curve whose radius is 701.[illegible] feet and whose chord bearing is South 46 degrees 57 minutes 26 seconds West; thence on and along the arc of said curve deflecting left for a chord distance of 70.[illegible]75 feet; thence North 43 degrees 06 minutes 34 seconds West for a distance of 25.70 feet to the P. C. of a curve whose radius is 238.64 feet and whose chord bearing is North 31 degrees 24 minutes 04 seconds West; thence deflecting right on and along said curve for a chord distance of 78.46 feet; thence South 82 degrees 11 minutes 38 seconds West for a distance of 1[illegible].00 feet; thence North 53 degrees 18 minutes 40 seconds West for a distance of 335.322 feet; thence North 23 degrees 29 minutes 15 seconds West for a distance of 189.061 feet; thence North 01 degrees 35 minutes 25 seconds West for a distance of 6[illegible].330 feet; thence North 68 degrees 44 minutes 55 seconds East for a distance of 1070.00 feet to the Point of Beginning, containing 18.872 acres, more or less, subject, however, to any and all legal highways and rights of way.

This subdivision consists of 27 lots numbered consecutively from 1 to 27, both inclusive. The dimensions of lots and the widths of streets are shown on this plat in figures denoting feet and decimal parts thereof.

Witness my signature and seal this 7th day of February, 19[illegible].

David R. H. Best

DAVID R. H. BEST, PROFESSIONAL LAND SURVEYOR, INDIANA REGISTRATION NO. [illegible]

DEDICATION

The Indiana National Bank of Indianapolis, as Trustee, in Fee Simple and
As the undersigned, [illegible] BDW., by Paul E. White, President, and C. E. Bidwell, Secretary-Treasurer, do hereby lay-off, plat and subdivide the real estate described in the foregoing Land Surveyor's Certificate into lots and streets in accordance with the within plat. This subdivision shall be known and designated as "SHADY HILLS", a subdivision of Marion County, Indiana. The streets not heretofore dedicated are hereby dedicated to the public. The lots in this subdivision and the use of said lots by present and future owners shall be subject to the following conditions and restrictions which shall run with the land.

2. There are strips of ground marked "Utility and/or Drainage Easements" shown on the within plat which are hereby reserved for public utilities, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. The purchasers of lots in this subdivision shall take their title subject to the easements herein created and subject at all times to the rights of the proper authorities to service the utilities and the easements herein created. No permanent structures of any kind and no part thereof shall be built, erected or maintained on said utility easements. Trees shall not be placed on said easements except by the written permission of a duly authorized officer of all utility companies concerned.

3. Building setback lines are hereby established as shown on the within plat, between which lines and the property line of the streets, there shall be erected or maintained no permanent or other structures or part thereof.

CHICAGO TITLE ®

LEVEL E. DE BRY, PROFESSIONAL LAND SURVEYOR, INDIANA REGISTRATION NO. [illegible]

PROTECTIVE COVENANTS

The Indiana National Bank of Indianapolis, as Trustee, Owners in Fee Simple and

In the undersigned, WHITE-MADDELL CORP., by Paul E. White, President, and C. E. Maddell, Secretary-Treasurer, do hereby lay-off, plat and subdivide the real estate described in the foregoing Land Surveyor's Certificate into lots and streets in accordance with the within plat. This subdivision shall be known and designated as "SHADY HILLS", a subdivision of Marion County, Indiana. The streets not heretofore dedicated are hereby dedicated to the public. The lots in this subdivision and the use of said lots by present and future owners shall be subject to the following conditions and restrictions which shall run with the land.

2. There are strips of ground marked "Utility and/or Drainage Easements" shown on the within plat which are hereby reserved for public utilities, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. The purchasers of lots in this subdivision shall take their title subject to the easements herein created and subject at all times to the rights of the proper authorities to service the utilities and the easements herein created. No permanent structures of any kind and no part thereof shall be built, erected or maintained on said utility easements. Trees shall not be placed on said easements except by the written permission of a duly authorized officer of all utility companies concerned.

3. Building setback lines are hereby established as shown on the within plat, between which lines and the property line of the streets, there shall be erected or maintained no permanent or other structures or part thereof.

4. All lots in this subdivision shall be designated as residential lots, except that with the consent of a majority of lot owners, a lot or lots may be used for School or Church purposes. Only one single family dwelling not exceeding three stories in height with necessary buildings, shall be erected or maintained on any lot in this subdivision.

5. No residence shall be maintained in this subdivision having a ground floor area, exclusive of garage and open porches, of less than 1200 square feet, if a 1½, 2 or 3 story structure.

6. No building or part thereof shall be constructed within 20 feet or 12% of the width of the lot of the building setback line, whichever is the smaller, from the side lot lines. In a case where the same person or persons own one, two or more adjoining lots not separated by a utility easement as shown on the within plat, the foregoing restrictions shall apply only to the exterior side lines of said lots.

7. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the streets, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

8. No trailer, tent, shack, basement, garage or temporary structure of any kind 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 become a nuisance to the neighborhood.

9. The right to enforce each and all limitations and conditions and restrictions are set forth herein, together with the right to cause the removal of any building erected or altered in violation thereof by injunction or other legal process is hereby reserved to each and every lot owner of the several lots in this subdivision, their grantees and assigns, who shall be entitled to such injunctive relief without being required to show any damages together with reasonable attorney's fees.

10. These restrictions covenants running with the land contained herein shall be in effect for a period of 25 years from date, provided that at the expiration of such term, these restrictions shall be automatically renewed for periods of 25 years each, unless at least one year prior to the expiration of a 25 year period, the owner or owners of a majority of the lots in this subdivision shall execute and acknowledge a declaration in writing waiving renewals and said written declaration shall be recorded in the Land Records of Marion County, Indiana, in which event the provisions above set forth shall be null and void.

11. Invalidation 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.

12. The right of enforcement of these covenants is hereby granted to the Metropolitan Plan Commission, its successors or assigns.

Witness my hands and seal this 19th day of August, 1964.

The Indiana National Bank of Indianapolis/
as Owners in Fee Simple

By Earl R. Schlomer Asst. Trust Officer.

WHITE & MADDELL CORP.

By Paul E. White, President

By C. E. Maddell, Secy.-Treas.

State of Indiana)
SS
County of Marion)

Before me, the undersigned, a notary public in and for said county and state, personally appeared Earl R. Schlomer, Asst. Trust Officer of the Indiana National Bank, and Paul E. White and C. E. Maddell, President and Secretary-Treasurer, respectively, of the White-Maddell Corp., who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and notarial seal this 19th day of August, 1964.

My commission expires December 29, 1966.

(Signed) David R. Ruff
David R. Ruff, Notary Public.

This instrument prepared by Henry L. Hunt, Prof. Engineer in Ind.

Stephen W. Barnes
Bruce L. Alexander
W. A. Brown

RECORDED

RECORDS 341-66

RECEIVED FOR RECORD
1964 OCT 21 AM 9:12
MARCIA M. [illegible]
RECORDER OF MARION CO. IND.

64-54531