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TR

589910823

\$20.00

2 pages

INSTRUMENT NUMBER

SUBDIVISION/HPR

South West Hills Sec VIII

LEGAL

Beginning on E. line of NW 1/4 Sec 30
Township-15 N R 32 E

OWNER

Haskell Proch

CROSS REFERENCE

DECLARATION

OTHER

DHD/VOID STAMP
LAND SURVEYOR
TOWNSHIP
AUDITOR
NOTARY

✓
✓
✓
✓
✓

RECEIVED FOR RECORD
MAR 20 11 21 AM '05

TOWNSHIP

Decatur

PICK-UP:

Dan Melton

248-8366

SOUTHWEST HILLS
SECTION VIII - FINAL PLAT

I, the undersigned, a Registered Land Surveyor in the State of Indiana, hereby certify that the within plat represents a survey and subdivision of part of the Northwest Quarter of Section 30, Township 15 North, Range 3 East in Marion County, Indiana, described as follows:

Beginning on the East line of the Northwest Quarter of Section 30, Township 15 North, Range 3 East 1304.07 feet South 00 degrees 00 minutes 00 seconds (assumed bearing) from the Northeast corner of said Northwest Quarter; thence South 00 degrees 00 minutes 00 seconds on said East line 532.37 feet to a point 840.00 feet North of the Southeast corner of said Northwest Quarter; thence North 88 degrees 20 minutes 57 seconds West parallel with the South line of said Northwest Quarter 605.80 feet; thence North 42 degrees 31 minutes 50 seconds East 223.51 feet; thence North 55 degrees 20 minutes 00 seconds East 626.23 feet; thence South 79 degrees 44 minutes 00 seconds East 30.65 feet to the place of beginning, (the foregoing three courses and distances being on the Northwestern line of an Ingress and Egress easement recorded in Decd Record 1927, as Instrument #45320), containing 4.84 acres, more or less.

Subject to the Ingress/Egress Easement recorded in D.R. 1927, Instruments #45320.

Subject to all other legal easements and rights-of-way.

This subdivision consists of 8 lots, numbered 333-340, all inclusive and streets as shown hereon. The size of the lots and the width of the street rights-of-way are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 28th day of May 1992

Allan H. Weine
ALLAN H. WEINE, Reg. P.E., INDIANA #10398



JOHN P. VONDER...
JUN 25 00 2 137

RECEIVED

NOV 10 1992



FINAL APPROVAL
PLAT COMMITTEE
METROPOLITAN DEVELOPMENT COMMISSION
DIVISION OF DEVELOPMENT SERVICES
MARION COUNTY, INDIANA
JAN 25 1993
PROPER PUBLIC NOTICE OF THE HEARING HAS BEEN PUBLISHED
James J. White
Michael J. White

ALL NAMES AND
DIMENSIONS APPROVED
John P. Vonder...
1-7-92
William...

NOT VALID UNLESS RECORDED
BEFORE 3-13-93

PREPARED FOR:

PROCK CONSTRUCTION COMPANY
5640 Professional Circle, Box 41180
Indianapolis, Indiana 46241
Telephone: (317) 248-0386

PREPARED BY:

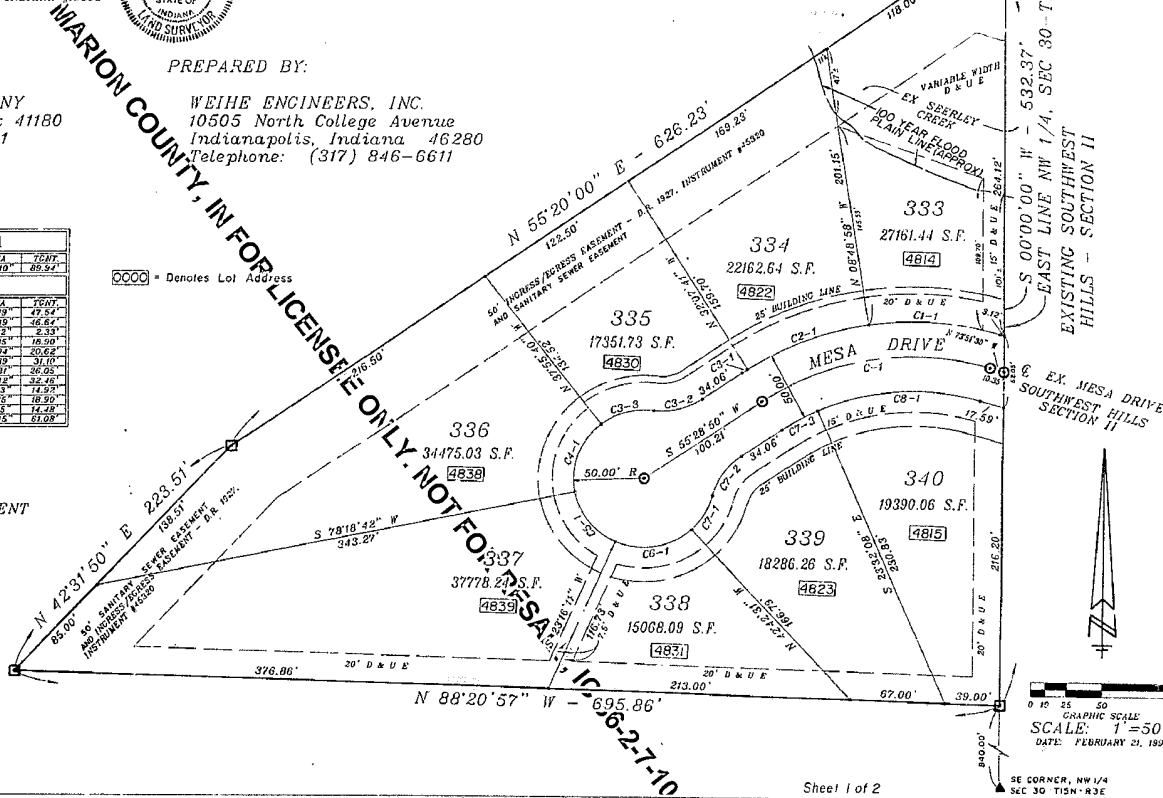
WEIHE ENGINEERS, INC.
10505 North College Avenue
Indianapolis, Indiana 46280
Telephone: (317) 846-6611

CENTERLINE CURVE DATA						
CURVE	RADIUS	LENGTH	CHORD	CHORD DIR	DELTA	TANG.
C-1	180.00	128.00	182.28	S 89°48'40" W	50°39'40"	89.94
LOT CURVE DATA						
CURVE	RADIUS	LENGTH	CHORD	CHORD DIR	DELTA	TANG.
C1-1	215.00	82.98	92.04	N 89°19'00" W	24°30'10"	77.54
C2-1	315.00	91.86	91.16	S 68°57'47" W	24°29'45"	46.87
C3-1	215.00	4.60	4.68	S 48°08'07" W	01°11'52"	2.33
C3-2	50.00	36.14	36.36	S 76°17'06" W	11°24'36"	16.90
C3-3	50.00	39.71	38.72	S 74°28'53" W	11°49'04"	20.82
C4-1	50.00	65.84	62.81	S 20°11'01" W	65°45'09"	31.07
C5-1	50.00	48.03	46.21	S 39°12'34" E	55°02'31"	26.95
C6-1	50.00	67.54	64.41	N 89°06'50" E	85°08'44"	32.46
C7-1	50.00	68.99	69.69	N 36°00'52" E	31°19'25"	14.29
C7-2	50.00	16.71	15.38	N 34°46'33" E	11°24'36"	18.90
C7-3	165.00	38.99	38.65	S 60°29'47" E	10°01'55"	14.88
C8-1	165.00	117.00	114.52	N 85°49'38" E	40°27'45"	83.08

LEGEND

D.U.E. DRAINAGE & UTILITY EASEMENT

- 5/8" REBAR SET
- COPPERWELD SET
- 4" X 4" X 36" CONCRETE MONUMENT SET (TO BE SET IN FIELD DURING CONSTRUCTION)



SCALE: 1" = 50'
DATE: FEBRUARY 21, 1991

930010623

RECEIVED
JAN 8 1923
DEPARTMENT OF REVENUE OF IND.

SOUTHWEST HILLS, SECTION VIII
DECLARATION OF RESTRICTIVE COVENANTS

THE UNDERSIGNED, HASKEL W. PROCK, OWNER OF THE REAL ESTATE DESCRIBED IN THE FOREGOING LAND SURVEYOR'S CERTIFICATE, DOES HEREBY CERTIFY THAT HE LAYS OFF PLATS, AND SUBDIVIDES THE SAME IN ACCORDANCE WITH THE PLAT. THIS SUBDIVISION SHALL BE KNOWN AS SOUTHWEST HILLS - SECTION VIII.

THE STREETS AS DESIGNATED ON THE PLAT IF NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC.

1. **DWELLINGS:** THE GROUND FLOOR OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE STORY OPEN PORCHES AND GARAGES, SHALL NOT BE LESS THAN 1200 SQUARE FEET FOR A ONE STORY DWELLING. A TWO STORY DWELLING MUST HAVE A FIRST OR GROUND FLOOR LEVEL OF 900 SQUARE FEET AND NOT LESS THAN 1400 SQUARE FEET OF FINISHED FLOOR AREA IN TOTAL. IN ADDITION TO THE ABOVE SQUARE FOOTAGE REQUIREMENTS, EACH STRUCTURE SHALL HAVE AN ATTACHED GARAGE. NO DETACHED GARAGES ARE PERMITTED.

2. **HOMEITE USE:** NO PORTION OF ANY LOT SHALL BE USED FOR ANY PURPOSE OTHER THAN SINGLE FAMILY RESIDENTIAL DWELLINGS, NOR SHALL ANY LOT BE FURTHER SUBDIVIDED.

3. **BUILDING LOCATION AND ELEVATION:** 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 SETBACK LINES SHOWN ON THE PLAT. NO DWELLING SHALL BE LOCATED ON ANY LOT NEARER THAN 20 FEET TO THE REAR LOT LINE. MINIMUM SIDE YARD SHALL BE FOUR FEET WITH AN AVERAGE OF TEN FEET. NO ACCESSORY BUILDING SHALL BE LOCATED CLOSER TO ANY FRONT OR SIDE LOT LINE THAN THE REQUIRED MINIMUM FRONT AND SIDE YARD DISTANCES FOR THE PRIMARY DWELLING. NO ACCESSORY BUILDING SHALL BE LOCATED CLOSER TO ANY REAR LOT LINE THAN FIVE FEET, BUT IN NO CASE SHALL IT ENCRUCH UPON ANY EASEMENT.

4. **DRAINAGE AND UTILITY EASEMENTS:** THERE ARE STRIPS OF GROUND AS SHOWN ON THE PLAT MARKED "UTILITY AND/OR DRAINAGE EASEMENTS", WHICH ARE RESERVED AS EASEMENTS FOR THE USE OF THE MUNICIPALITY IN WHICH THE ADDITION IS LOCATED AND PUBLIC UTILITY COMPANIES FOR THE INSTALLATION, MAINTENANCE, USE, REPAIR AND REMOVAL OF SEWERS, WATER MAINS, GAS MAINS, UTILITY POLES, WIRES AND OTHER FACILITIES AND UTILITIES NECESSARY OR INCIDENT TO THE COMMON WELFARE AND THE USE AND OCCUPANCY OF RESIDENTIAL PURPOSES OF THE HOUSES TO BE ERRECTED IN THIS ADDITION. NO BUILDINGS OR OTHER STRUCTURES EXCEPT WALKS OR DRIVEWAYS SHALL BE ERRECTED OR MAINTAINED OVER, UNDER OR ACROSS ANY SUCH UTILITY STRIPS FOR ANY USE EXCEPT AS SET FORTH HEREIN AND OWNERS IN THIS ADDITION SHALL TAKE TITLE TO THE LAND CONTAINED IN SUCH UTILITY STRIPS SUBJECT TO THE PERPETUAL EASEMENTS HEREBY RESERVED.

IN THE EVENT STORM WATER DRAINAGE FROM ANY LOT OR LOTS FLOWS ACROSS ANOTHER LOT, PROVISIONS SHALL BE MADE TO PERMIT SUCH DRAINAGE TO CONTINUE, WITHOUT RESTRICTIONS OR REDUCTIONS, ACROSS THE DOWNSTREAM LOT AND INTO THE NATURAL DRAINAGE CHANNEL OR COURSE, EVEN THOUGH NO SPECIFIC DRAINAGE EASEMENT FOR SUCH FLOW OF WATER IS PROVIDED ON SAID PLAT.

IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF ANY LOT OR PARCEL WITHIN THE AREA OF THIS PLAT TO COMPLY AT ALL TIMES WITH THE PROVISIONS OF THE DRAINAGE PLANS AS APPROVED FOR THIS PLAT BY THE CITY OF INDIANAPOLIS, DEPARTMENT OF PUBLIC WORKS, DRAINAGE SECTION AND THE DRAINAGE REQUIREMENTS OF ALL PERMITS FOR THIS PLAT ISSUED BY SAID DEPARTMENT.

5. **TEMPORARY STRUCTURES:** NO TRAILER, TENT, SHACK, GARAGE, BARN OR OTHER TEMPORARY STRUCTURE ERRECTED OR PLACED IN THIS SUBDIVISION SHALL BE AT ANY TIME USED AS A RESIDENCE, TEMPORARILY OR PERMANENTLY, NOR SHALL ANY OTHER STRUCTURE OF A TEMPORARY NATURE BE USED AS A RESIDENCE.

6. **NUISANCES:** NO NOXIOUS OR OFFENSIVE TRADES OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT IN THIS SUBDIVISION, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME A NUISANCE OR ANNOYANCE TO THE NEIGHBORHOOD. NO BEVERAGE OR MALT OR WINEOUS LIQUOR SHALL BE MADE OR SOLD UPON ANY LOT IN THIS SUBDIVISION. NO MOTOR AUTO REPAIRS TO BE PERFORMED ON ANY LOT. NO CAR, TRUCK, OR TRAILER THAT IS NOT IN OPERATIONAL CONDITION AND BEARING THE CURRENT YEAR'S LICENSE PLATE SHALL BE PERMITTED TO REMAIN ON ANY HOMEITE UNLESS KEPT WITHIN A BUILDING.

7. **SIGHT DISTANCE AT INTERSECTIONS:** NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO AND SIX FEET ABOVE THE GROUND SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINE AND A LINE CONNECTING POINTS 25 FEET FROM THE INTERSECTION OF SAID STREET LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET PROPERTY 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 TREES SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCE OF SUCH INTERSECTIONS UNLESS THE FOLIAGE IS MAINTAINED A SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES.

8. **SIGNS:** NO SIGNS OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW UPON ANY HOMEITE, EXCEPT ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET, ADVERTISING THE PROPERTY FOR SALE, OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

9. **ANIMALS:** NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BREED OR KEPT ON ANY LOT EXCEPT DOGS, CATS OR OTHER USUAL HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT, BREED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES, AND DO NOT CREATE A NUISANCE.

10. **EASEMENTS:** IT IS THE SOLE RESPONSIBILITY OF THE LOT OWNER TO COMPLY WITH ALL STATUTES, ORDINANCES, AND ADMINISTRATIVE REGULATIONS REGARDING THE CONSTRUCTION OF EASEMENTS.

11. **SIDEWALKS:** ALL SIDEWALKS SHALL BE CONSTRUCTED OF CONCRETE. SIDEWALKS MUST BE INSTALLED ACCORDING TO LOCAL CODE AND REQUIREMENTS AND MUST BE COMPLETED AT TIME OF CONSTRUCTION AND BEFORE OCCUPANCY. SIDEWALKS MUST BE FORMED SO THAT THEY SLOPE TOWARD THE CURB AND AT AN ELEVATION AS REQUIRED BY THE CITY. NO SIDEWALK IS TO BE FORMED ON FILL DIRT UNTIL PROPER COMPACTING IS DONE AND SETTLING IS COMPLETE. SIDEWALKS AT PROPERTY LINES ARE TO MEET FLUSH WITH NO STEPS FROM ONE ELEVATION TO ANOTHER. COMPLIANCE IS AN OBLIGATION OF THE PURCHASER.

12. **DRIVEWAYS:** ALL DRIVEWAYS SHALL BE CONSTRUCTED OF EITHER CEMENT CONCRETE OR ASPHALT WITHIN SIX (6) MONTHS OF OCCUPANCY OF DWELLING.

13. **GARBAGE AND REFUSE DISPOSAL:** NO LOT SHALL BE USED OR MAINTAINED AS A BURNING GROUND FOR RUBBER, TRASH, GARBAGE OR OTHER WASTE SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAR AND SANITARY CONDITION.

14. **RESIDENCE EXTERIOR:** ALL DWELLINGS MUST BE CONSTRUCTED WITH AT LEAST 100 TO 100 OF FIRST FLOOR EXTERIOR WALLS COVERED WITH BRICK OR STONE VENEER.

15. **ENFORCEMENT:** THE METROPOLITAN DEVELOPMENT COMMISSION, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT, POWER OR AUTHORITY TO ENFORCE ANY COVENANTS, COMMITMENTS, RESTRICTIONS OR OTHER LIMITATIONS CONTAINED IN THIS PLAT OTHER THAN THOSE COVENANTS, COMMITMENTS, RESTRICTIONS OR LIMITATIONS THAT EXPRESSLY RUN IN FAVOR OF THE METROPOLITAN DEVELOPMENT COMMISSION. PROVIDED FURTHER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE METROPOLITAN DEVELOPMENT COMMISSION FROM ENFORCING ANY PROVISIONS OF THE SUBDIVISIONS CONTROL ORDINANCE, 38-60-3, AS AMENDED, OR ANY CONDITIONS ATTACHED TO APPROVAL OF THIS PLAT BY THE PLAT COMMITTEE.

16. **SEVERABILITY:** IF ANY PARTIES OWNING OR CLAIMING AN INTEREST IN ANY LOT, OR PART THEREOF, IN THE ADDITION, OR ANY PERSON OR PERSONS HOLDING UNDER THEM, OR OCCUPYING ANY LOT, OR PART THEREOF, VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS, OWNING ANY REAL ESTATE IN SAID ADDITION TO PROSECUTE ANY PROCEEDINGS AT LAW, OR IN EQUITY AGAINST THE PERSON, OR PERSONS, VIOLATING OR ATTEMPTING TO VIOLATE SUCH COVENANTS, EITHER TO PREVENT HIM, OR THEM, SO DOING, OR TO RECOVER DAMAGES THEREFOR.

17. **TERM:** THE WITHIN COVENANTS, LIMITATIONS AND RESTRICTIONS SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND PERSONS CLAIMING UNDER THEM. SUCH PROVISIONS SHALL BE IN FULL FORCE AND EFFECT UNTIL JANUARY 1, 2018, AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS BY VOTE OF THE MAJORITY OF THE THEN OWNERS OF THE LOTS IT IS AGREED TO CHANGE THE COVENANTS IN WHOLE OR IN PART. INVALIDATION OF ANY OF THE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE IN EFFECT.

IN WITNESS WHEREOF, HASKEL W. PROCK, HAS EXECUTED THIS INSTRUMENT AND CAUSED ITS SEAL TO BE AFFIXED THERETO THIS 8th DAY OF January, 1923.

Haskel W. Prock
Haskel W. Prock

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Haskel W. Prock, who acknowledged the execution of the foregoing instrument as his voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 8th day of January, 1923.

Notary Public
Notary Public

This instrument prepared by Prock Construction.

93610623