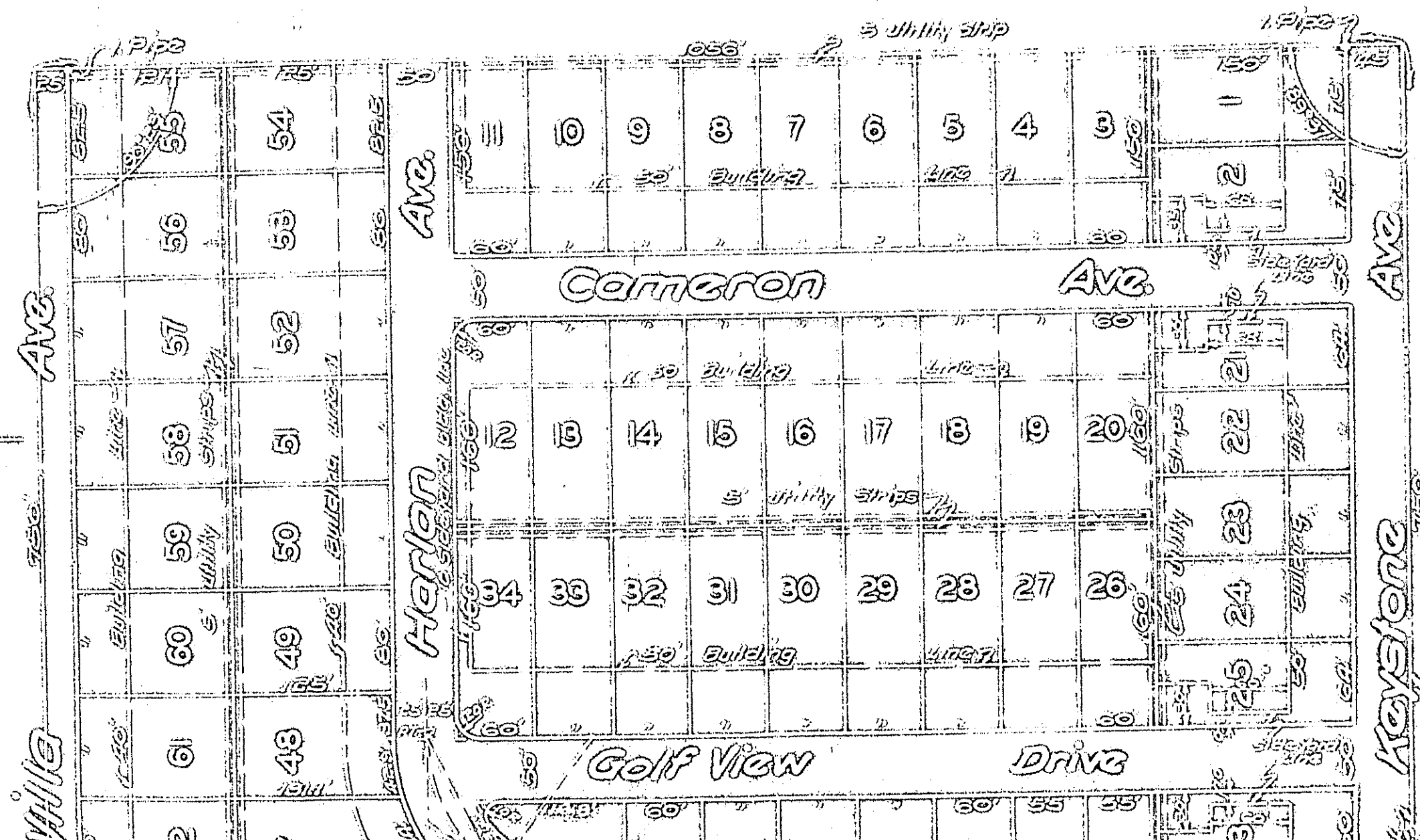


See map 515 1/2 Sec 19 T. 5 S. R. 2 E.

This plat is 750 25 north of
 the base line of Sec 19 T. 5 S. R. 2 E.

Golf View Manor

~~Handwritten notes and signatures at the top of the plan.~~



Each lot 65' x 150' = 9750 sq. ft.

1/4 sec. 16 north of 1/4 sec. 14, T. 15 N., R. 10 E.

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~~Beginning on the East line of Section 19 Township 15 North, of Range 4 East at a point 27 rods North of the South East corner of the North East Quarter of said Section, thence West parallel to the South line of said Quarter Section, 16 chains and 24 1/2 links, to the East line of T. H. Moore's land, thence South with Moore's East line 24 chains and 62 1/2 links, thence East 16 chains and 24 1/2 links to the East line of said Section, thence North 24 chains and 62 1/2 links to the place of beginning, containing 40 acres, more or less.~~

~~Subject to any legal highways or rights of way.
Proper citizenship clause is attached.~~

PLAT OF GOLF VIEW MANOR

Plat Book
27 pages 202
and 203
Inst. #54873
Aug. 20, 1947
Recorded
Oct. 1, 1947

-45-

The undersigned Acme Engineering & Surveying Service, by Darrell C. Walton, a registered professional engineer of the State of Indiana, hereby certify that the within plat of "Golf View Manor" was surveyed and staked by me and is true and correct and represents a subdivision of part of the southeast quarter of Section 19, Township 15 North, Range 4 East, in Marion County, State of Indiana, more fully described as follows, to-wit: Beginning at a point in the East line of said Quarter 736.23 feet north of the southeast corner thereof, said point being in the center line of Keystone Avenue as the same is now established; thence north along and with said east line and the center of Keystone Avenue 750 feet to a point, thence west parallel with the south line of said quarter 1056 feet to a point, said point being in the center line of Villa Avenue as the same is now established, thence south parallel with the east line of said quarter and along and with the center of Villa Avenue 750 feet to a point, thence east parallel with the south line of said quarter 1056 feet to the place of beginning, containing 18.3 acres more or less.

The size of lots and width of streets are shown on this plat in figures denoting feet and decimal parts thereof. This subdivision consists of 63 lots numbered from 1 to 63 both inclusive. Iron pipes have been driven securely in place at corners as shown on the plat.

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may be appointed or elected by a majority vote of those lot owners present at a meeting (convened on call of the owner or owners of a majority of said lots or on call of any member of the committee after 3 days constructive notice given by one publication in any Indianapolis daily newspaper), or by writing signed by the owner or owners of a majority of said lots. Committee members shall hold office until they shall respectively die, resign, or become incapacitated. The Committee may act by resolution adopted by a majority of its members at a meeting, or without a meeting, by a writing signed by any two members. Submission of plans to any member of the committee, shall constitute submission to the committee meeting. Committee members shall serve without compensation. Anything herein to the contrary notwithstanding in the absence or incapacity of 2 members of the committee, the remaining member present shall have full power and authority to act in the premises.

No residence shall be erected or maintained in this addition having a ground floor area of less than 700 square feet, if a one-story structure or 550 square feet if a one and one-half or two story structure. No residence shall be erected costing less than 4,000 dollars. 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 addition.

Until such time as sanitary sewers are available for use in this addition, no sewage disposal method may be installed or maintained except a sanitary septic tank and adequate absorption bed or type and construction approved by the Indiana State Board of Health in writing, such approval to be obtained for any and all lots, either separately or collectively, and no other sanitary provision or device shall be employed or permitted to remain on any lot in this addition, except that where a proper sanitary septic tank has been installed prior to the availability of a sanitary sewer system, said septic tank may be maintained and there is no obligation to connect to said sanitary sewer system.

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 person or persons of any race or mixture thereof other than the white race shall own, use or occupy any lot in this addition excepting however, a domestic servant not of the white race may occupy room or rooms with a tenant or owner belonging to the white race while in the employ of said owner or tenant.

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No building shall be erected nearer to the front lot line or nearer to side street lines than building set-back lines as shown on this plat. Between property lines and building set-back lines there shall be erected and maintained no structure other than an open one-story porch. No building shall be erected nearer than 4 feet to any side line of any lot in this addition.

In the case where the same person or persons own 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 than 8 feet to any other residence.

No lot or lots in this subdivision shall be re-subdivided into building plots which would have an area of less than 9,000 sq. feet.

No lots shall be sold and no structure shall be erected in this addition until the street between the two intersecting streets on which the lot fronts has been improved in accordance with the drainage, grade and cross section approved by the Board of Public Works and on file in the office of the City Plan Commission of Indianapolis, Indiana.

The streets shown shall be maintained by the plat-ter until 51% of the lots have been sold, deeds transferred and structures erected.

The right to enforce the foregoing provisions, restrictions and covenants by injunction, together with the right to cause removal by due process of law of any (septic tanks, absorption bed, or) structure, erected or maintained in violation thereof, is hereby dedicated to the public and reserved to the owners of the several lots in this addition, 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 January 1970, at which time said covenants shall be automatically extended for successive periods of 10 years at a time unless on or before the first day of January 1970, or on or before the expiration of each 10 years period a vote of the majority of the then owners of the lots agrees to change and does change the said covenants in whole or in part. Judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect regardless of such invalidation.

In witness whereof, Wilbur A. Zobbe and Clara C. Zobbe, his wife, have hereunto set their hands and seals this 20th day of August, 1947.

Wilbur A. Zobbe
Clara C. Zobbe

STATE OF INDIANA, COUNTY OF MARION, SS:

Personally appeared before me, a Notary Public in and for said county and state, this 20th day of August, 1947, Wilbur A. Zobbe and Clara C. Zobbe, his wife,

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separately and together acknowledged the execution of the foregoing as their voluntary act and deed for the uses and purposes therein expressed.
Edward Grimes (LS)
Notary Public

My commission expires April 15, 1950.
Approved this Sept. 30, 1947.
County Plan Commission
County of Marion

H. E. Abbott, President,
Fred H. Norris, Acting Secretary
Approved this 1st day of October, 1947.

D. V. Byrkit, Marion County Draftsman
Filed Sept. 16, 1947.
Marion County Plan Commission.

~~Mortgage Record
1399 page 96
Inst. #64376
Nov. 4, 1946
Recorded
Nov. 4, 1946~~

~~Wilbur A. Zobbe and
Clara C. Zobbe,
his wife
to
The Fountain Square
State Bank~~

~~Southwest Quarter of the Southeast Quarter of Section 20, Township 15 North, Range 4, East, of the Second Principal Meridian in Marion County, Indiana, containing 40 acres more or less, except that part of said tract platted into Wilbur A. Zobbe's Green Pastures, as per plat thereof, recorded in Plat Book 26, page 48.~~

~~Subject to any legal highways or rights of way. Also: Part of the East Half of the Southeast Quarter of Section 19, Township 15 North, Range 4 East, of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows, towit:~~

~~Beginning on the East line of said Quarter Section at a point which is 11 chains and 15 1/2 links North of the Southeast corner of said Section, thence North on said East line 11 chains and 15 1/2 links to a point, thence West and parallel with the South line of said Section, 16 chains to a point, thence South and parallel with the East line of said Section, 11 chains and 15 1/2 links to a point and thence East and parallel with the South line of said section, 16 chains to the point of beginning, containing 17,848 acres, more or less.~~

~~Subject however, to any legal highways or rights of way.~~

~~151
SATISFIED OF RECORD
ATTEST: UNION TITLE
MARION COUNTY, INDIANA
Edward Grimes~~

Continuation of Abstract of Title to Lot 61 in "Golf View-Manor", an Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 27, pages 202 and 203, in the office of the Recorder of Marion County, Indiana. Since October 14, 1947, 8 A.M.

Prepared for: Wilbur A. Zebbe

Town Lot Record
1309 page 584
Inst. #47322
Aug. 10, 1948
Recorded
Aug. 11, 1948

AGREEMENT

This agreement made and entered into on this the 10th day of August, 1948, by and between the undersigned persons:

Whereas, Wilbur A. Zebbe and Clara C. Zebbe, his wife, of Marion County, Indiana, platted and subdivided certain real estate located in a part of the southeast quarter of Section 19, Township 15 North, Range 4 East in Marion County, Indiana, into a subdivision known as "Golf View Manor", an Addition to the city of Indianapolis, Marion County, Indiana, which plat was recorded on October 1, 1947, and appears of record in Plat Book 27, pages 202 and 203, of the records in the Recorder's Office of Marion County, Indiana.

That said subdivision consists of 63 residential lots.

That in the platting of said subdivision Wilbur A. Zebbe and Clara C. Zebbe, his wife, provided, among other restrictions, that

"No building shall be erected nearer to the front lot lines or nearer to side street lines than building set back lines as shown on said plat. Between property lines and building set-back lines there shall be erected and maintained no structure other than an open one story porch. No building shall be erected nearer than 4 feet to any side line of any lot in said Addition".

That the front building set-back lines on Villa Avenue and the west side of Harlan Street are established at 40 feet and on all other streets in said Addition the front building set-back lines are established at 50 feet.

That it was further provided in said platting that the rights to enforce said restriction was reserved to the owners of the several lots in said addition.

That buildings have been erected upon substantial number of the lots in said addition where 50 feet front

building set-back lines had been established, at a lesser distance than said 50 feet, but in no instance less than 40 feet from the front property line. That the following named persons are the owners of the lots set opposite their names, to-wit:

LOT NO.	NAME OF OWNER	husband and wife
1	James A. McDaniel and Edna McDaniel	" " " "
2	Mary D. Lawrence and Charles W. Lawrence	" " " "
3-11 incl	James Arthur McDaniel and Edna McDaniel	" " " "
12	Charles T. Pedigo and Irene Pedigo	" " " "
13-20 incl	James Arthur McDaniel and Edna McDaniel	" " " "
21	James Arthur McDaniel and Ruth V. Keith	" " " "
22	Erwin Doren Keith and Mary H. Stogsdill	" " " "
23	Lester M. Stogsdill and Betty Ann Turner	" " " "
24-25 incl	Charles L. Turner and Clara C. Zobbe	his wife
26	Wilbur A. Zobbe and Pauline Ruth Emrich	husband and wife
27	John E. Emrich and Wilma Shearin	" " " "
28	Charles Shearin and Florence McDermed	" " " "
29	Orvil McDermed and Gwendolyn J. Kutzner	" " " "
30	Robert L. Kutzner and Elaine Neal	" " " "
31-32	Robert Wallace Neal and Edna McDaniel	" " " "
33	James Arthur McDaniel and Dorothy M. Baldwin	" " " "
34	William L. Baldwin and Mildred Lee Romerill	" " " "
35	Charles Loren Romerill and Edna McDaniel	" " " "
36	James Arthur McDaniel and Thelma L. Nichols	" " " "
37	Robert Lee Nichols and Mary Elizabeth Dolan	" " " "
38	Edward J. Dolan Jr. and Josephine L. McClain	" " " "
39	H. Bruce McClain and Zula M. Wilson	" " " "
40	Bernard J. Wilson and Martha J. Baker	" " " "
41	Joseph E. Baker and Gertrude N. Drinkwine	" " " "
42	Denver A. Drinkwine and Herta Pedigo	" " " "
43	Jess P. Pedigo and Brunhilde E. Pedigo	" " " "
44	Joseph E. Pedigo and Hazel Stephenson	" " " "
45	Leonard Stephenson and Frances Whitley	" " " "
46-63 incl	James C. Whitley and Betty L. Anderson	" " " "
	Marion J. Anderson and Clara C. Zobbe	his wife
	Wilbur A. Zobbe and Clara C. Zobbe	the lots in said

That they are the owners of all of the lots in said "Golf View Manor", an Addition to the City of Indianapolis, Marion County, Indiana, and they desire to waive such rights as they have or may have to enforce the restrictions relating to the erection, construction and maintenance of any building closer than 50 feet from the front property line of any lot or lots in said Addition.

NOW THEREFORE, in consideration of the benefits to be derived by each of the undersigned, we, the undersigned separately and severally waive, relinquish and surrender any right we have or may have to enforce, by any means whatsoever, the restrictions contained in the platting of "Golf View Manor", an Addition to the City of Indianapolis Marion County, Indiana, relating to the erection, construction and maintenance of any building or buildings upon any lot or lots in said Addition nearer than 50 feet from the front building line of said lot or lots.

We the undersigned each covenant and agree with the other, in consideration of mutual covenant of the other, to institute any suit or take any action, legal or equitable to secure damages or to enforce the restrictions relating

to the erection, construction or maintenance of any building near-- than 50 feet from the front property line of said Lots. This covenant shall run with the land and be binding upon all grantees, immediate and remote.

It is understood that the waiver and covenant herein contained shall not be applicable where a building shall be, or has been, erected nearer than 40 feet from the front property line of any lot.

This agreement shall be binding upon the heirs, executors, administrators or assigns of the respective parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this day and date first above written.

James A. McDaniel
Edna McDaniel
Mary D. Lawrence
Charles W. Lawrence
James Arthur McDaniel

John E. Emrich
Pauline Ruth Emrich
Charles Shearin
Wilma Shearin
Orville McDermed (Acknowledged Orville McDermed)
Florence McDermed
Robert L. Kutzner
Gwendolyn J. Kutzner
Robert Wallace Neal
Elaine Neal

James Arthur McDaniel
Edna McDaniel
William L. Baldwin
Dorothy M. Baldwin
Charles Loren Romerill
Mildred Lee Romerill
James Arthur McDaniel
Edna McDaniel
Robert Lee Nichols
Thelma L. Nichols

Edna McDaniel
Charles T. Pedigo
Irene L. Pedigo
James Arthur McDaniel
Edna McDaniel
Erwin Doren Keith
Ruth V. Keith
Lester M. Stogsdill
Mary H. Stogsdill
Charles L. Turner
Betty Ann Turner
Wilbur A. Zebbe
Clara C. Zebbe

Edward J. Dolan Jr.
Mary Elizabeth Dolan
H. Bruce McClain
Josephine L. McClain
Bernard J. Wilson
Zula M. Wilson
Joseph E. Baker
Martha J. Baker
Denver A. Drinkwine
Gertrude M. Drinkwine
Jesse P. Pedigo (Acknowledged Jess P. Pedigo)
Brunhilde E. Pedigo
Joseph E. Pedigo
Herta Pedigo
Leonard Stephenson
Hazel Stephenson
James C. Whitley
Frances Whitley
Marion J. Anderson
Betty L. Anderson
Wilbur A. Zebbe
Clara C. Zebbe

(Duly acknowledged except as above noted).