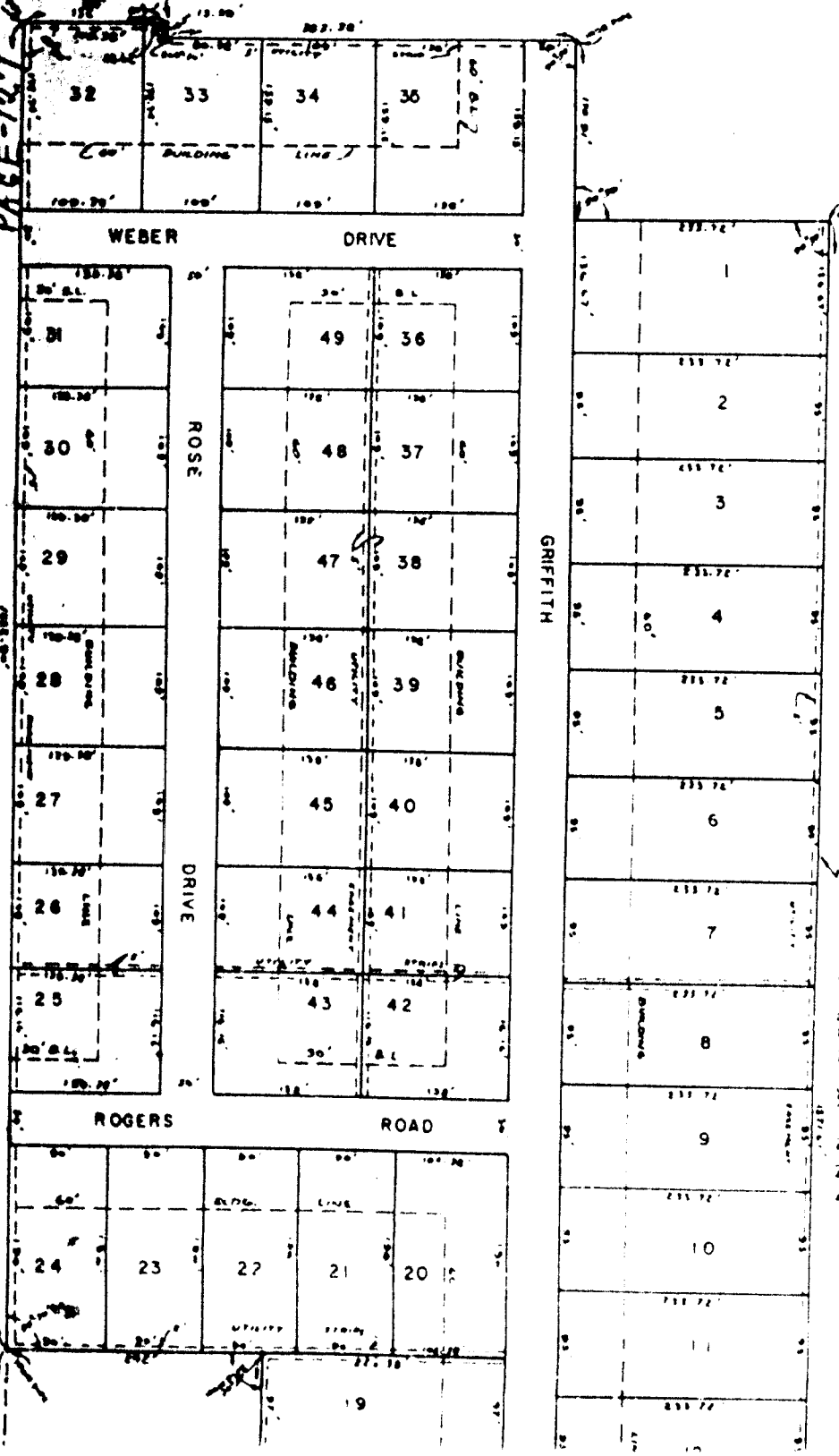


# GRANDVIEW ACRE

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PAGE 197



1, the undersigned  
of part of the  
Second principal  
follows:

beginning at  
corner thereof  
thence East  
thence North  
line thereof  
feet to a point  
North parallel  
South line thereof  
feet to a point  
South parallel  
line thereof  
to the South  
beginning, and  
rights of way

This subdivision  
shown hereon  
figures denote



SCALE 1" = 100' Feet

19, the undersigned  
to 20, the undersigned  
husband and wife  
Mary S. [unclear]  
all the above  
that we do hereby  
certify.

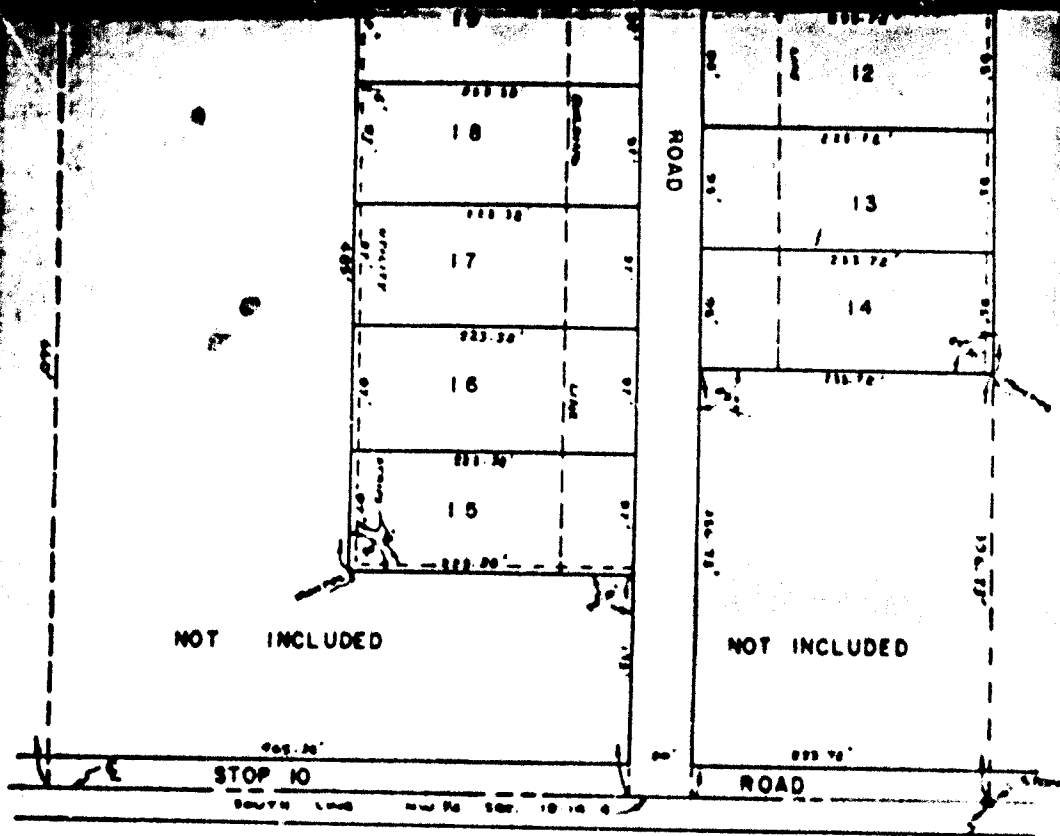
The streets shown  
hereon are intended  
for public use and  
sewers, and  
assessments hereon  
shall be levied  
for utilities and  
in, water, and  
strip.

All lots in this  
shall be open to  
single family  
than two units.

No lot shall be  
of more than one  
acre.

No lot shall be  
of any size less  
than [unclear]  
lot, and the  
the lot frontage  
situated, including

No trailers, or  
lot except during  
for his market



No trailer  
let exceed  
for his

building  
established  
tained no

No residential  
ground for  
case of  
The exterior  
tination  
No pre-fab  
be made  
No pre-fab  
must be  
materials  
No utility  
plans here  
which it

Private  
any building  
proper

No noxious  
anything  
large.

If the  
violate  
ful for  
or in  
enact, or  
violation

The force  
main in  
automatic  
of the  
in whole

Invalid  
judgement  
remain

Lelan J. Rogers  
Lelan J. Rogers

Walter E. Rogers  
Walter E. Rogers

Witness our signatures this \_\_\_\_\_ day of \_\_\_\_\_

Walter E. Rogers  
Walter E. Rogers

Walter E. Rogers  
Walter E. Rogers

State of Indiana  
County of Marion

Personally appeared before me, a Notary Public, in and for the  
State, persons of the above signatory, and solemnly avowed  
of the foregoing instrument as their signatures and seal of  
office therein expressed, and affixed their signatures thereto

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_

By \_\_\_\_\_

PAGE 128

Seal  
Notary

I, the undersigned, hereby certify this plat to be true and correct, representing a subdivision of part of the North West Quarter of Section 18, Township 14 North, Range 4 East of the Second principal Meridian, Marion County, Indiana, being more particularly described as follows:

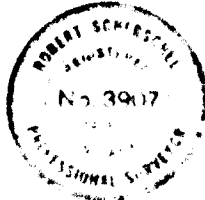
N

Beginning at a point on the South line of said  $\frac{1}{4}$  Sec., distant 233.72 feet West of the S.E. corner thereof; running thence North parallel to the East line thereof, 336.73 feet to a point; thence East parallel to the South line thereof 233.72 feet to the East line of said  $\frac{1}{4}$  Sec.; thence North along said East line 1371.67 feet to a point; thence West parallel to the South line thereof, 233.72 feet to a point; thence North parallel to the East line thereof, 170.91 feet to a point; thence West parallel to the South line thereof, 383.38 feet to a point; thence North parallel to the East line thereof, 13.59 feet to a point; thence West parallel to the South line thereof 132 feet to a point; thence South parallel to the East line thereof 1232.9 feet to a point; thence West parallel to the South line thereof, 242 feet to a point; thence South parallel to the East line thereof 485 feet to a point; thence East parallel to the South line thereof, 223.38 feet to a point; thence South parallel to the East line thereof 175 feet to the South line of said  $\frac{1}{4}$  Sec.; thence East along said South line 50 feet to the point of beginning, containing in all 24.98 acres more or less. Subject to all legal highways and/or rights of way.

This subdivision consists of 49 lots, numbered from 1 to 49, both inclusive, with streets as shown hereon. The size of the lots and widths of the streets are shown on this plat in figures denoting feet and decimal parts thereof.

SCALE: 1" = 100'

Witness my signature this 14 day of February, 1955



*Robert Schuchel*  
Registered Surveyor No. 3907  
State of Indiana

I, the undersigned, Lelan J. Rogers and Wavy E. Rogers, husband and wife, the owners of lots 15 to 26, both inclusive, 44 to 44, both inclusive and we, Norbert A. Weber and Irene L. Weber, husband and wife, the owners of lots 27 to 40 inclusive and 45 to 49, both inclusive, and we, Leroy E. Lusing and Mary A. Lusing, husband and wife, owners of lots 1 to 14, both inclusive, all the above mentioned lots being located in the above described real estate, hereby certify that we do hereby lay off, plat, and subdivide the same in accordance with this plat and certificate. This subdivision shall be known and designated as GRANDVIEW ACRES.

The streets if not heretofore dedicated, are hereby dedicated to public use.

There are strips of ground 5 feet in width as shown on this plat which are hereby reserved for use of public utilities, for installation and maintenance of poles, wires, mains, ducts, drains and sewers, subject at all times to the authority of the proper civil officers and to the easements herein reserved. No permanent or other structure shall be erected or maintained on said strips, but such owners shall take their titles subject to the rights of such public utilities and to the rights of owners of other lots in this subdivision, for ingress and egress, in, along, across, and through the several strips so reserved. Fences may be erected on said strips.

All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot herein other than one single family dwelling, not to exceed 2 1/2 stories in height, and a private garage for not more than two cars, and residential accessory buildings.

No hotel, boarding house, double house, mercantile building, factory building, or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.

No tall sign, structure, or appendage thereto, except fences shall be located within 5 feet of any side lot line, except where buildings are built upon more than one single lot, then this restriction shall apply to the side lot lines of the extreme boundaries of the multiple lots. No residence buildings shall be erected or maintained nearer than 15 feet or 15% of the lot frontage, whichever is the lesser, to any lot or property line upon which it is situated, including attached garages.

No trailers, snacks, or out houses of a permanent nature shall be erected or situated on any lot except during the period of construction of a proper structure and for use by the builder for his material and tools.

No dwelling, garage, or any house or a permanent structure shall be erected or situated on any lot except during the period of construction of a proper structure and for use by the builder for his material and tools.

Building lines as shown on this plat in feet back from the street property line are hereby established, between which line and the street property line there shall be erected or maintained no structure of any kind or part thereof other than a one story open porch.

No residence shall be erected or maintained on any lot or lots in this subdivision having a ground floor area exclusive of open porches and garages of less than 1000 square feet in the case of a one story structure, or 900 square feet in the case of a 1 1/2, 2 or 2 1/2 story structure. The exterior of all dwellings shall be of stone, brick, or red wood or any portion and combination of such materials, and shall be in keeping with the development of the community. No pre-fabricated or ready cut houses shall be constructed on any lots herein. Garages shall be made of stone, brick, manufactured blocks or red wood or any combination of such materials. No pre-fabricated or ready cut garages shall be placed on any lot or lots herein. All dwellings must be fully completed on the outside before being occupied. Building paper or other similar materials shall not constitute in whole or in any part of the outside finish of any building. No building or structure shall be erected or maintained on any lot in this subdivision until plans have been submitted and approval given in writing by the owners of the lot or lots on which it is to be constructed.

Private water supply and/or sewage system may be located, constructed and maintained to serve any building lot in this subdivision, provided said systems are approved in writing by the proper public and/or civil authorities.

No noxious trade or activity shall be carried on upon any lot in this subdivision, nor shall anything be done herein which may become an annoyance or a nuisance to the neighborhood at large.

If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants, restrictions, provisions or conditions herein, it shall be lawful for any person owning real estate in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and to prevent him or them from doing so, or to recover damage or other dues for such violation.

The foregoing restrictions, covenants, and provisions shall run with the land and shall remain in full force and effect until January 1st, 1980, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by vote of the majority of the then owners of the lots in this subdivision, it is agreed to change said covenants in whole or in part.

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

\_\_\_\_\_ day of \_\_\_\_\_ 1966

\_\_\_\_\_  
W. L. Weber

Robert A. Weber  
Robert A. Weber

THIRTY EIGHTH  
PLAT  
MAY 1966

Frank L. Weber  
Frank L. Weber

APPROVED THIS 17<sup>th</sup> DAY OF FEBRUARY 1966  
CLERK OF SUPERIOR COURT  
JUDY LAWSON  
and A. J. [unclear]



\_\_\_\_\_  
W. L. Weber

W. L. Weber  
W. L. Weber

APPROVED THIS 11<sup>th</sup> DAY OF MARCH 1966  
MARION COUNTY  
James H. Calhoun

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_