

The undersigned, hereby certifies that the within plat is true and correct and represents a part of the East Half of the Southeast Quarter of Section 21, Township 17 North of Range 3 East in Marion County, Indiana, being more particularly described as follows, to-wit:

Beginning at a point on the East line of the said Half Quarter Section 978.00 feet South 00 degrees 05 minutes 59 seconds West of the Northeast corner of the said Half Quarter Section; thence South

CERTIFICATE OF SURVEY

SECTION 20

GREENBRIAR

CURVE DATA					
Curve	A	R	T	D	L
1A	90°00'00"	175.00'	175.00'	52.74246'	277.28'
1A	90°00'00"	150.00'	150.00'	52.74246'	277.28'
1B	10°00'00"	200.00'	200.00'	28.24779'	392.86'

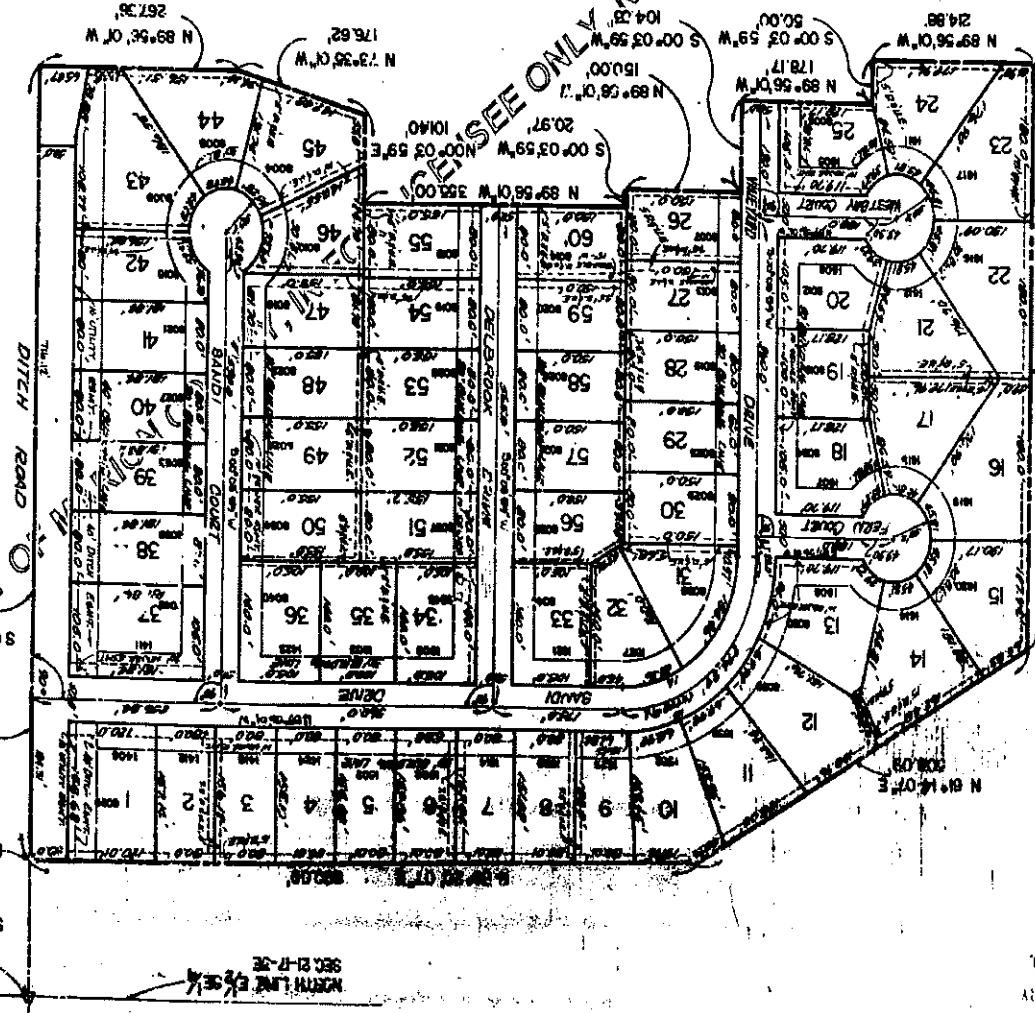
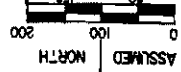


IMAGE COPY PROPERTY OF

N.E. CORNER E 1/4 SEC. 21-17-3E  
 SEC. 21-17-3E  
 S 00°03'59" W  
 300.43'

EAST LINE E 1/4 SEC. 21-17-3E

BEGINNING POINT

RECEIVED FOR RECORD  
 SEP 8 2 20 PM '72  
 FAYE L. JENY  
 RECORDER  
 OF MARION CO.

CERTIFICATE OF SURVEY

I, the undersigned, hereby certify that the within plat is true and correct and represents a part of the East Half of the Southeast Quarter of Section 21, Township 17 North of Range 3 East in Marion County, Indiana, being more particularly described as follows, to-wit:

Beginning at a point on the East line of the said Half Quarter Section 278.00 feet South 00 degrees 03 minutes 39 seconds West of the Northeast corner of the said Half Quarter Section; thence South 00 degrees 03 minutes 59 seconds West upon and along the said East line 900.43 feet to a point; thence North 89 degrees 56 minutes 01 seconds West 267.36 feet to a point; thence South 01 seconds West 276.42 feet to a point; thence North 00 degrees 03 minutes 59 seconds East and parallel with the said East line 181.40 feet to a point; thence North 89 degrees 56 minutes 01 seconds West 285.00 feet to a point; thence North 00 degrees 03 minutes 59 seconds East and parallel with the said East line 26.97 feet to a point; thence North 89 degrees 56 minutes 01 seconds West 158.00 feet to a point; thence South 00 degrees 03 minutes 59 seconds East and parallel with the said East line 124.03 feet to a point; thence North 89 degrees 56 minutes 01 seconds West 178.17 feet to a point; thence North 00 degrees 03 minutes 59 seconds East and parallel with the said East line 487.84 feet to a point; thence North 89 degrees 56 minutes 01 seconds West 278.00 feet to the West corner, more or less.

This subdivision consists of 60 lots numbered from 1 through 60, both inclusive, together with streets, easements and public ways as shown on the within plat. The size of lots and widths of streets and easements are shown in figures denoting feet and decimal parts thereof.

WITNESS MY SIGNATURE this 11th day of July 1972

VINCENT J. SCHNEIDER  
LAND SURVEYOR  
No. 0236  
STATE OF INDIANA  
VINCENT J. SCHNEIDER  
Land Surveyor - Indiana #10286

The undersigned, Slavin-Wolf Development Corp., by Myron S. Wolf, its President and Treasurer, and Melvin Slavin, its Secretary, owners of the real estate describes in the foregoing certificate hereby layoff, plat and subdivide into streets, lots, easements and public ways, in accordance with the within plat of said real estate.

This Subdivision shall be known and designated as GREENBRIAR - SECTION 20, a Subdivision of part of the East Half of the Southeast Quarter of Section 21, Township 17 North of Range 3 East in Marion County, Indiana. All streets shown and not heretofore dedicated are hereby dedicated to the public.

PROTECTIVE COVENANTS:

- 1. All lots in the subdivision shall be known and designated as residential lots. No structure shall be erected, placed or altered on any such residential lot other than one detached dwelling not exceeding two (2) stories in height and a private garage for not more than two (2) automobiles.
2. No building shall be erected or located nearer to the front lot line nor nearer to the side street line than the building set-back line shown on the within plat.
3. No lot in this Subdivision shall be re-subdivided into building plots having an average area less than 12,000.00 square feet and a width of less than 70.00 feet.
4. No noxious or offensive trade or activity or raising of animals for commercial purposes shall be carried on upon any lot in this subdivision, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
5. No structure of a temporary character, trailer, tent, shack, basement, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
6. There are several strips of ground of a width shown on this plan and marked "Utilities and Drainage Easements" which are reserved for drainage and public utility purposes, not including transportation utilities. for the installation and maintenance of poles, mains, duct lines, wire, sewers and cables, subject at all times to the proper authorities and to the easement herein reserved. No permanent other structures shall be erected, on any of such strips, but the respective owners of the adjacent lot or lots in this subdivision shall take title to the same subject to the rights of such utilities and other lot owners to ingress and egress in, along, across and through the strips so reserved.
7. The minimum ground floor size of any house constructed on the real estate shall be not less than Twelve Hundred (1,200) square feet, exclusive of open porches and attached garages. In the case of a one-story building or not less than Eight Hundred (800) square feet of ground floor area, exclusive of open porches and attached garages, in the case of a higher building, (1,500) square feet of ground floor area, exclusive of open porches and attached garages. In the case of a one-story building, and a ground floor area of not less than Nine Hundred (900) square feet exclusive of open porches and attached garages.
8. No double, duplex or two-way dwelling shall be built upon the real estate.
9. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, 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.
10. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway, 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 them at points 25 feet from the intersection of the 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 on any lot 10 feet from the intersection of a street property line with the edge of the driveway or alley pavement.
11. These covenants shall run with the land and shall be binding on all persons claiming under them until January 1, 1995, at which time such covenants shall be extended automatically for successive periods of (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change such in whole or in part.
12. If the parties hereto, or any of them or their heirs and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real estate property in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so or to recover damages or other dues for such violation.
13. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

STATE OF INDIANA) Before me, a Notary Public in and said county and state,
COUNTY OF MARION) personally appeared Slavin-Wolf Development Corp., by Myron S. Wolf, its President and Treasurer and Melvin Slavin, its Secretary and acknowledged the execution of the above foregoing instrument as its voluntary act and deed.

SLAVIN-WOLF DEVELOPMENT CORP.

WITNESS MY SIGNATURE this 11 day of July 1972

BY: Myron S. Wolf
MYRON S. WOLF
PRESIDENT AND TREASURER

My Commission expires 7-18-73

ATTEST: Melvin Slavin
MELVIN SLAVIN
SECRETARY

NOTARY PUBLIC

RECORDED PUBLIC NOTICE OF THE RECORDING HAS BEEN FILED WITH THE COUNTY CLERK OF MARION COUNTY, INDIANA.
AUG 4 1972

IMAGE COPY PROTECTED