

HARRISON PARK

AN ADDITION TO THE TOWN OF LAWRENCE, IND.

BEFORE ME, the undersigned, on Monday, the 25th day of October, 1932, personally appeared the following persons, to-wit: ROBERT E. BARTLETT, President, and LEON E. SPAN, Secretary, of the Board of Directors of the Harrison Park Improvement Association, who are the owners of the property hereinafter described, and they acknowledged to me that they are the owners of the property hereinafter described, and that they have executed the foregoing instrument for the purposes and in the capacity therein expressed.

ROBERT E. BARTLETT
LEON E. SPAN

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of October, 1932.

THE UNDERSIGNED, ROBERT E. BARTLETT, PRESIDENT, AND LEON E. SPAN, SECRETARY, OF THE BOARD OF DIRECTORS OF THE HARRISON PARK IMPROVEMENT ASSOCIATION, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IS THE TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT AS THE SAME WAS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF LAWRENCE, INDIANA, ON THE 25th DAY OF OCTOBER, 1932.

ALL LOTS IN THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS RESIDENTIAL LOTS, EXCEPT THAT BLOCKS A, B AND C MAY BE USED FOR BUSINESS AND COMMERCIAL PURPOSES, INCLUDING GASOLINE FILLING STATIONS. NO BUILDINGS SHALL BE ERECTED, PLACED OR ALTERED ON ANY RESIDENTIAL LOT OTHER THAN ONE SINGLE-FAMILY RESIDENCE BUILDING NOT EXCEEDING TWO STORIES IN HEIGHT, AND A SEVENTH GARAGE FOR THE PLACE THAT THE BUILDING IS REQUIRED, THAT LOT IS, IN OTHER OF THE TOWN OF LAWRENCE, FOR USE FOR PUBLIC STREETS AND HIGHWAYS PURPOSES.

NO BUILDING SHALL BE ERECTED OR LOCATED NEARER TO THE FRONT LOT LINE OR NEARER TO THE SIDE STREET LINE THAN THE BUILDING SET BACK LINE SHOWN ON THE PLAT. NO BUILDING SHALL BE ERECTED OR LOCATED NEARER TO THE FRONT LOT LINE OF ANY LOT, EXCEPT THAT ONE SINGLE-FAMILY RESIDENCE SHALL BE ERECTED OR LOCATED NEARER TO THE FRONT LOT LINE OF ANY LOT, EXCEPT THAT ONE SINGLE-FAMILY RESIDENCE SHALL BE ERECTED OR LOCATED NEARER TO THE FRONT LOT LINE OF ANY LOT.

NO LOT IN THIS SUBDIVISION SHALL BE SUBDIVIDED INTO BUILDING PLOTS HAVING AN AREA OF LESS THAN 6000 SQUARE FEET AND A WIDTH OF LESS THAN 50 FEET AT THE FRONT LOT LINE, NOR SHALL ANY RESIDENCE OR BUILDING BE ERECTED ON ANY BUILDING PLOT HAVING AN AREA OF LESS THAN 6000 SQUARE FEET AND A WIDTH OF LESS THAN 50 FEET AT THE FRONT LOT LINE, EXCEPT THAT ONE SINGLE-FAMILY RESIDENCE MAY BE ERECTED OR LOCATED ON ANY BUILDING PLOT IN THIS SUBDIVISION.

NO BUSINESS OR OTHERWISE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT IN THIS SUBDIVISION THAT SHALL REQUIRE OR REQUIRE TO BE CARRIED ON ANY LOT IN THIS SUBDIVISION OR TO REQUIRE TO THE SUBDIVISION.

NO STRUCTURE OF A TEMPORARY CHARACTER, TENT, SHED, GARAGE, OR OTHER STRUCTURE SHALL BE ERECTED OR LOCATED ON ANY LOT IN THIS SUBDIVISION AS A RESIDENCE OR AS A BUSINESS OR COMMERCIAL PURPOSES.

THE DEPTH OF ANY LOT IN THIS SUBDIVISION SHALL BE AS SHOWN ON THE PLAT, UNLESS OTHERWISE SPECIFICALLY SHOWN, DESIGNATED AS "UTILITY EASEMENTS" ON THE PLAT WHICH ARE RESERVED FOR THE USE OF PUBLIC UTILITIES FOR THE INSTALLATION AND MAINTENANCE OF PIPES, LINES, DUES, MAINS AND SERVICES.

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NO PERSON SHALL BE PERMITTED TO TAKE ANY ACTION WHICH SHALL REQUIRE OR REQUIRE TO BE CARRIED ON ANY LOT IN THIS SUBDIVISION OR TO REQUIRE TO THE SUBDIVISION.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of October, 1932.

ROBERT E. BARTLETT, PRESIDENT, AND LEON E. SPAN, SECRETARY, OF THE BOARD OF DIRECTORS OF THE HARRISON PARK IMPROVEMENT ASSOCIATION, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IS THE TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT AS THE SAME WAS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF LAWRENCE, INDIANA, ON THE 25th DAY OF OCTOBER, 1932.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of October, 1932.

SUPPLEMENTARY PROTECTIVE COVENANTS

WHEREAS, Kessler Homes, Inc., has prepared and recorded the plat of "Harrison Park", an addition to the Town of Lawrence, Marion County, Indiana, which plat contained certain protective covenants affecting said real estate, and

WHEREAS, Kessler Homes, Inc., as the owner of all of the lots and blocks in said Addition is desirous of adding certain supplementary protective covenants to those contained in the plat of said Addition.

NOW, THEREFORE, Kessler Homes, Inc., hereby covenants for itself and for its assignees and grantees and for all other persons holding from or through it that the following protective covenants shall be added to those contained in the plat of said Addition, to-wit:

PROTECTIVE COVENANTS - RESIDENTIAL

11. Protective screening areas are designated as being a strip of land twenty (20) feet in width at the rear of Lots 5 to 80, both inclusive, and Lots 89 to 113, both inclusive, in which areas planting fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense, to form an effective system for the protection of the residential areas.

12. No fence or wall other than a retaining wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building set-back line.

PROTECTIVE COVENANTS - BUSINESS AND COMMERCIAL

13. Blocks A, B and C are designated as commercial and business blocks, including gasoline filling stations.

14. No building shall be located on any block nearer to the front line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. No building shall be located nearer than twenty-five (25) feet to the rear property line.

15. These covenants are to run with the land and shall be binding on all persons claiming under them until October 1, 1977, at which time such covenants shall be extended automatically for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change such covenants in whole or in part.

16. 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 property 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 either to prevent him or them from so doing or to recover damages or other dues for such violation.

17. 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.

IN WITNESS WHEREOF, Kessler Homes, Inc., by its duly authorized officers, has hereunto set its hand and seal this 10 day of December, 1952.

KESSLER HOMES, INC.,

By Robert E. Bartlett
President

ATTEST:
Anna R. Rode
Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

Before me, a Notary Public in and for said County and State, personally appeared Kessler Homes, Inc., by Robert Bartlett,

WHEREAS, Kessler Homes, Inc., has requested the Town of Lawrence and the Lawrence Plan Commission, to approve a plat of a proposed subdivision to be known as "Harrison Park," an Addition to the Town of Lawrence, Indiana, which subdivision is located in Part of the Southwest Quarter of Section 7, Township 16 North, Range 5 East of the Second Principal Meridian in Marion County, Indiana, and

WHEREAS, the Town of Lawrence and the Lawrence Plan Commission are willing to approve the plat of said Addition provided adequate provision can be made for completing the streets, sidewalks, curbs and other required improvements and installations in said Addition.

NOW, THEREFORE, in consideration of the Town of Lawrence and the Lawrence Plan Commission approving the plat for said Addition, the said Kessler Homes, Inc., hereby covenants and agrees for itself, its assignees, its grantees and for all other persons holding from or through it, as follows:

1. That a bond, with surety acceptable to said Town and in compliance with its Planning Ordinance, will be posted in the amount of twenty-five per cent (25%) of the bona fide estimate and/or bid for construction of the streets, sidewalks, curbs and other required improvements and installations in said Addition at the time the Town of Lawrence is ready to begin construction of sewers in said Harrison Park Addition.
2. In the event the proposed sewer program now in the process of development is not completed within 12 months from date, so that this Addition can be served by sewers to be installed by the Town of Lawrence, that upon demand of the Town

of Lawrence, said Harrison Park Addition will be promptly vacated by the owners thereof.

5. That until said Bond is posted, no part of said land will be sold, except subject to this agreement, nor construction started on, or for any buildings or structures; that this Agreement shall be recorded in the office of the Recorder of Marion County, Indiana, prior to or at the same time that said Plat is placed of record.

IN WITNESS WHEREOF, the aforesaid Kessler Homes, Inc., has caused this instrument to be executed by its proper officers.

KESSLER HOMES, INC.

BY Robert E. Bartlett
President

ATTEST
John P. Duvall
Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

Before me, a Notary Public in and for said County and State, personally appeared Robert E. Bartlett and Louis R. Lowe, known to me and known by me to be the President and Secretary respectively of Kessler Homes, Inc., who acknowledged the execution of the foregoing instrument on behalf of said Corporation.

Dated this 8th day of December, 1952.

W. H. ...
Notary Public

RECORDED AT 10:20
MY Commission expires DEC-9 1952
Jan 1 - 1953

MC 636

Installed by the Town of Lawrence, that upon demand of the Town of Lawrence, said Harrison Park Addition will be promptly vacated by the owners thereof.

3. If at any time Messier Homes, Inc., its successors or assigns, shall erect a building as provided in Paragraph 1 hereof in the amount of twenty-five percent (25%) of the bona fide estimate and/or bid for construction of the items set out in said Paragraph 1 plus sanitary sewers, this agreement shall terminate and be void and the right of the Town of Lawrence to demand the vacation of said plat shall cease.

4. Not until said bond is posted, no part of said land will be sold, except subject to this agreement, nor construction started on or for any buildings or structures; that this Agreement shall be recorded in the office of the recorder of Marion County, Indiana, prior to or at the same time that said plat is placed of record.

IN WITNESS WHEREOF, the aforesaid Messier Homes, Inc., has caused this instrument to be executed by its proper officers.

MESSIER HOMES, INC.

WITNES:

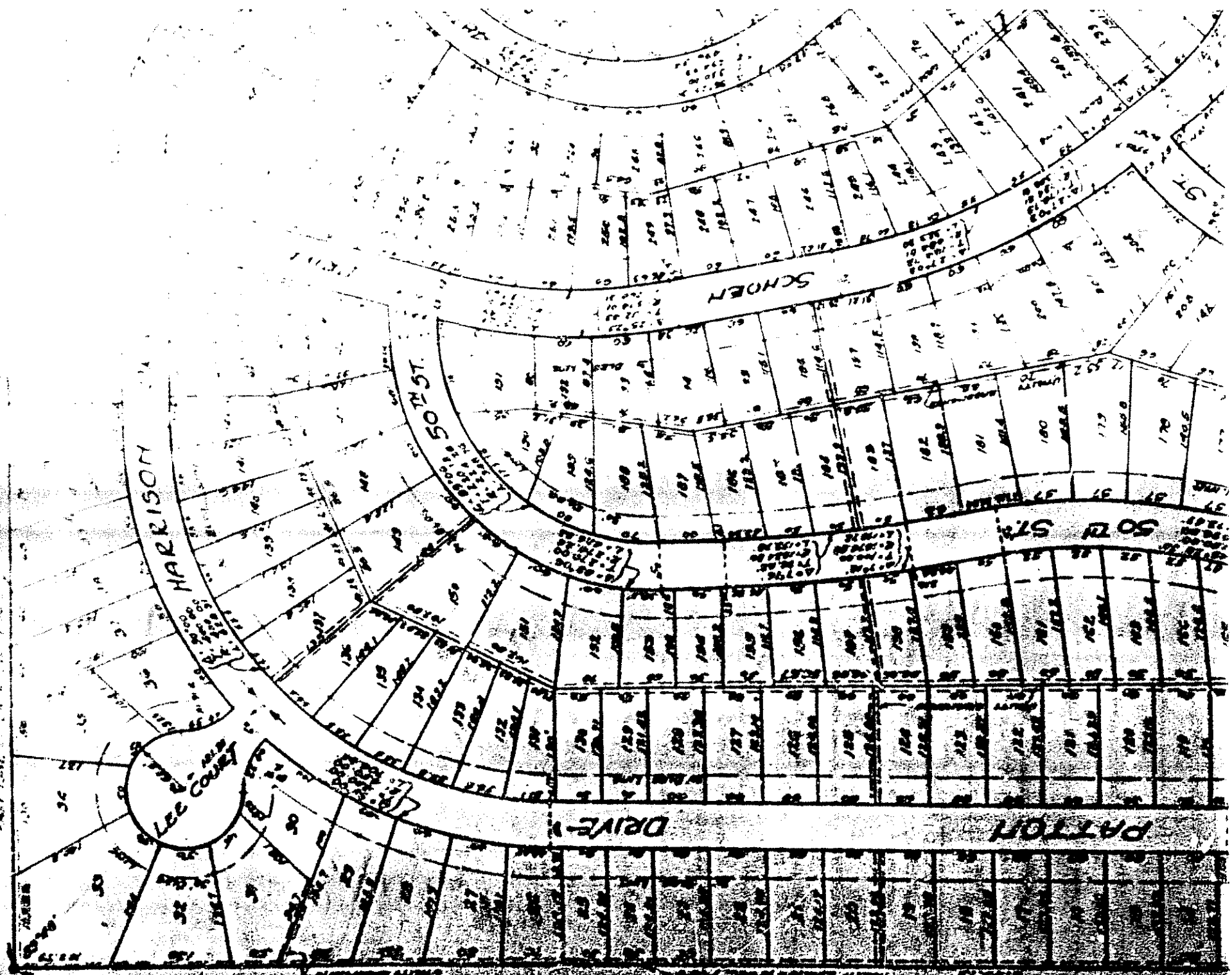
Louis R. Love
Louis R. Love

Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

Before me, a Notary Public in and for said County and State, personally appeared Robert A. Bartlett and Louis R. Love,

Robert A. Bartlett
Robert A. Bartlett, President



HARRISON

50th ST

SCHOPEN

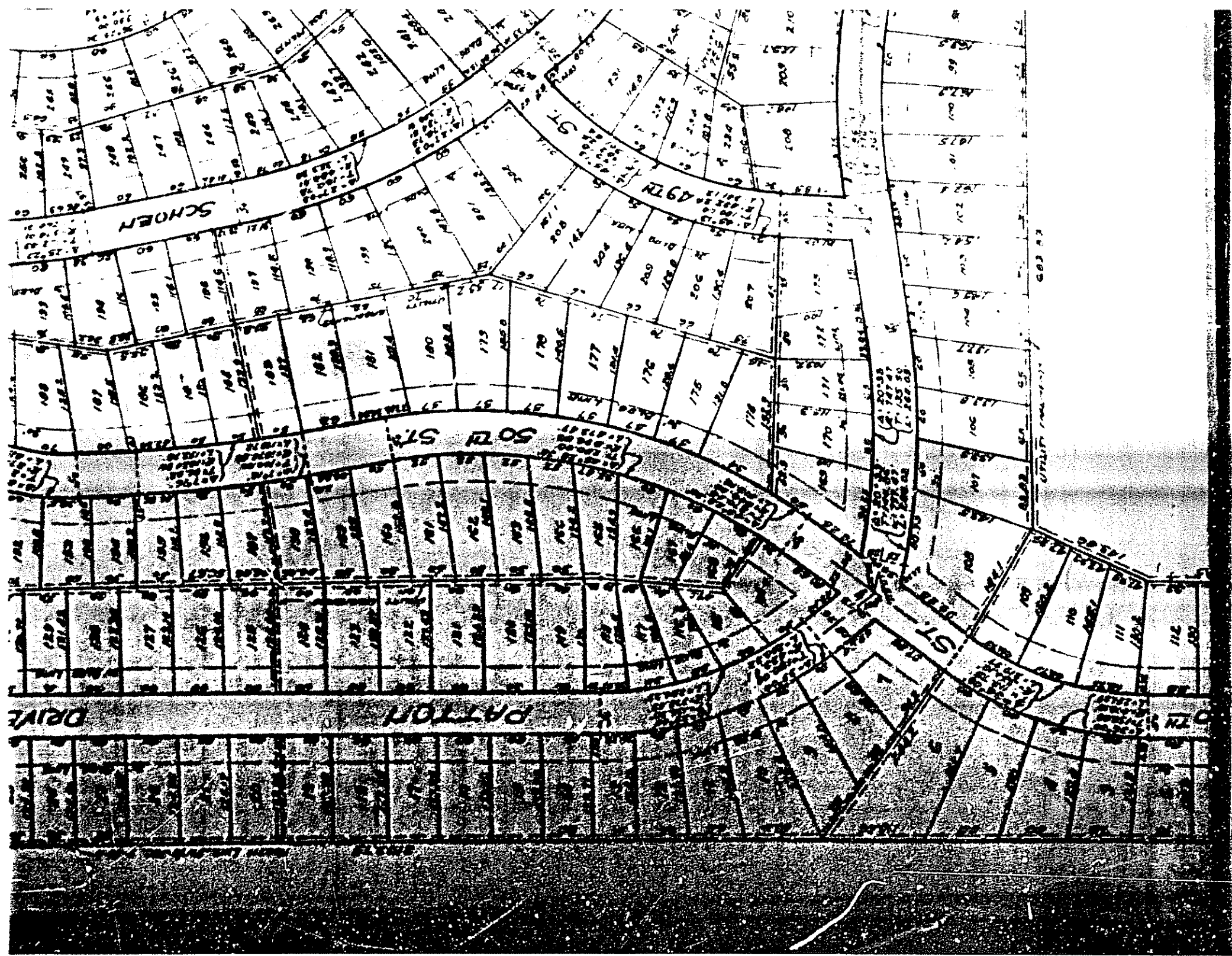
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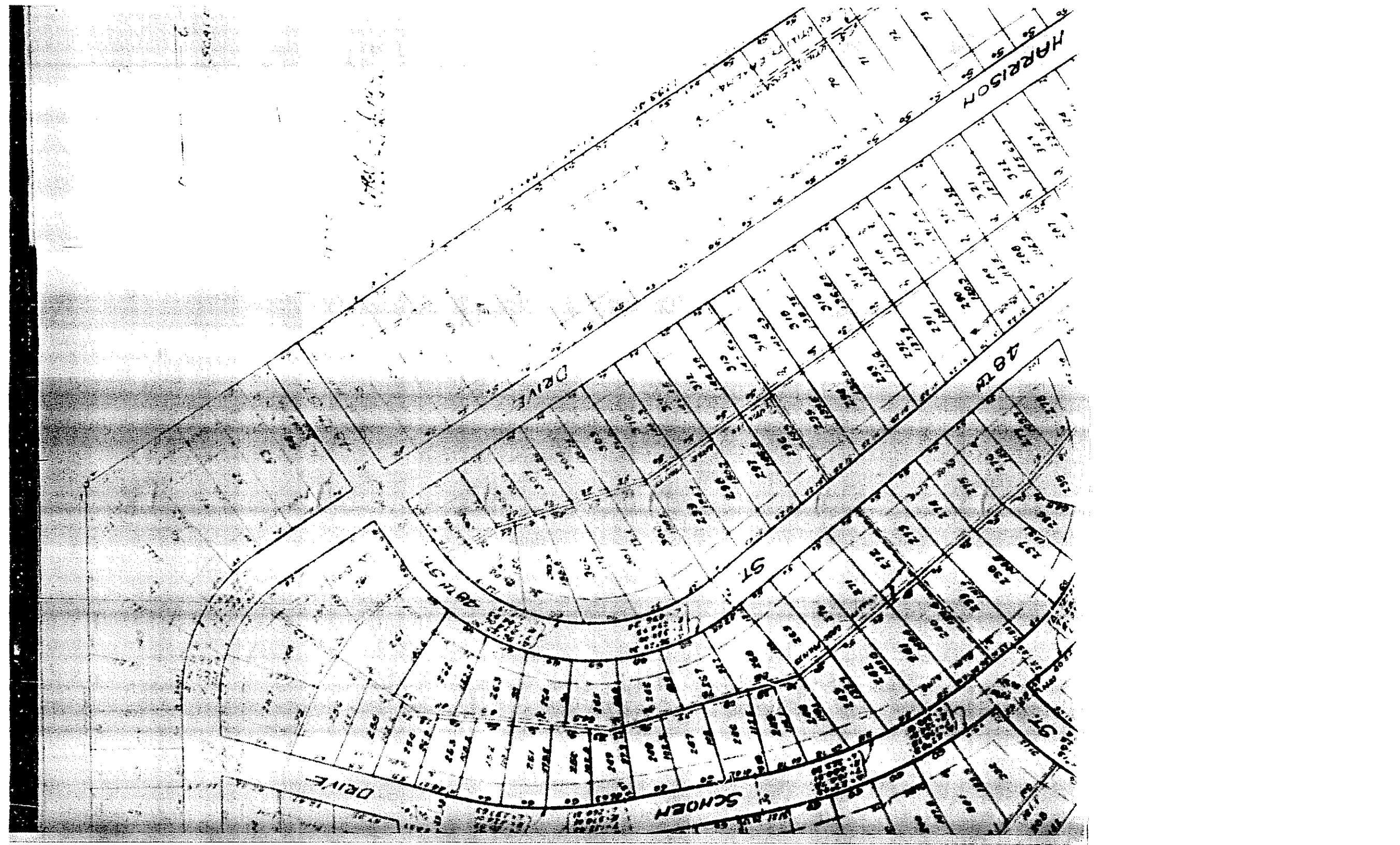
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HARRISON ST

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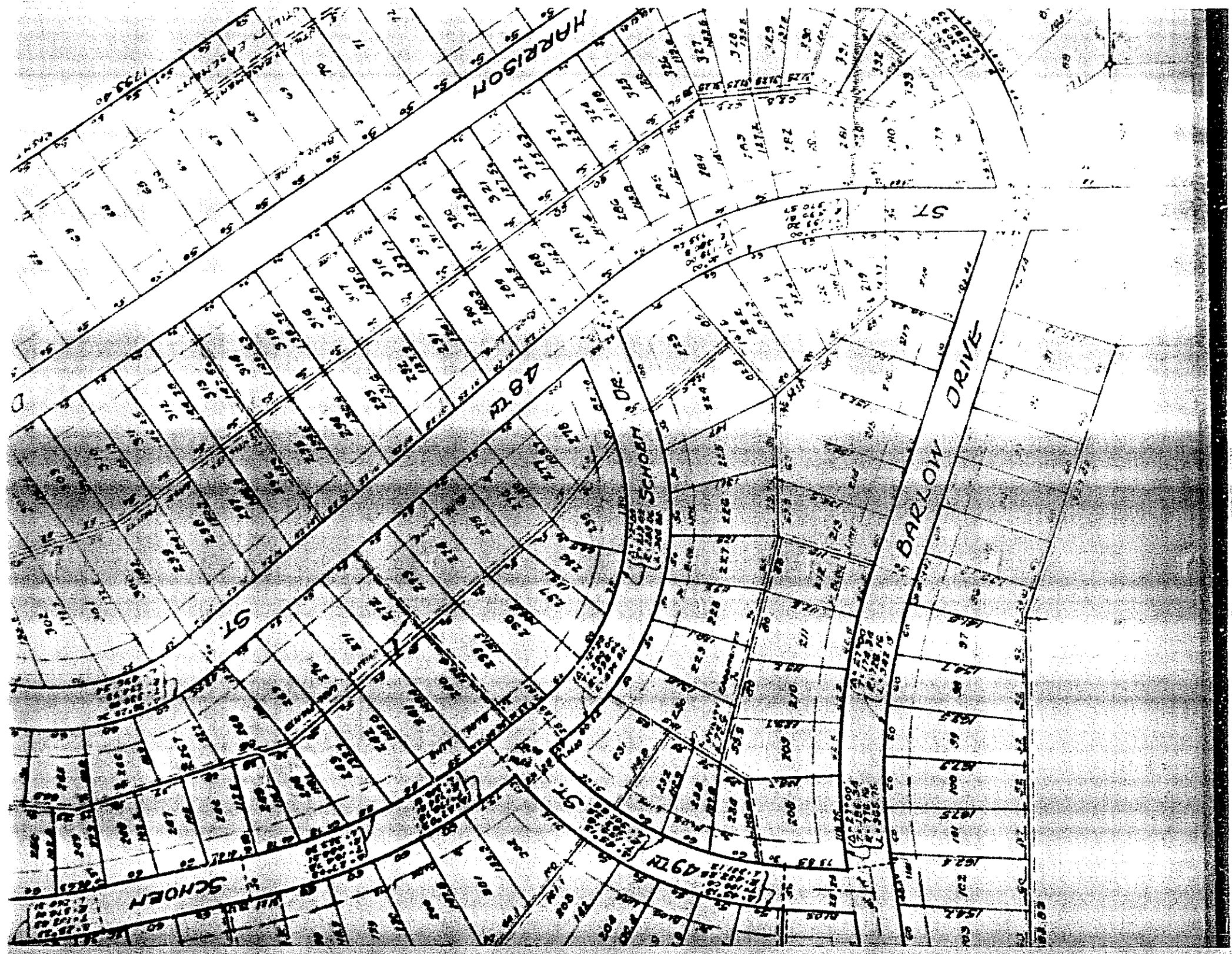
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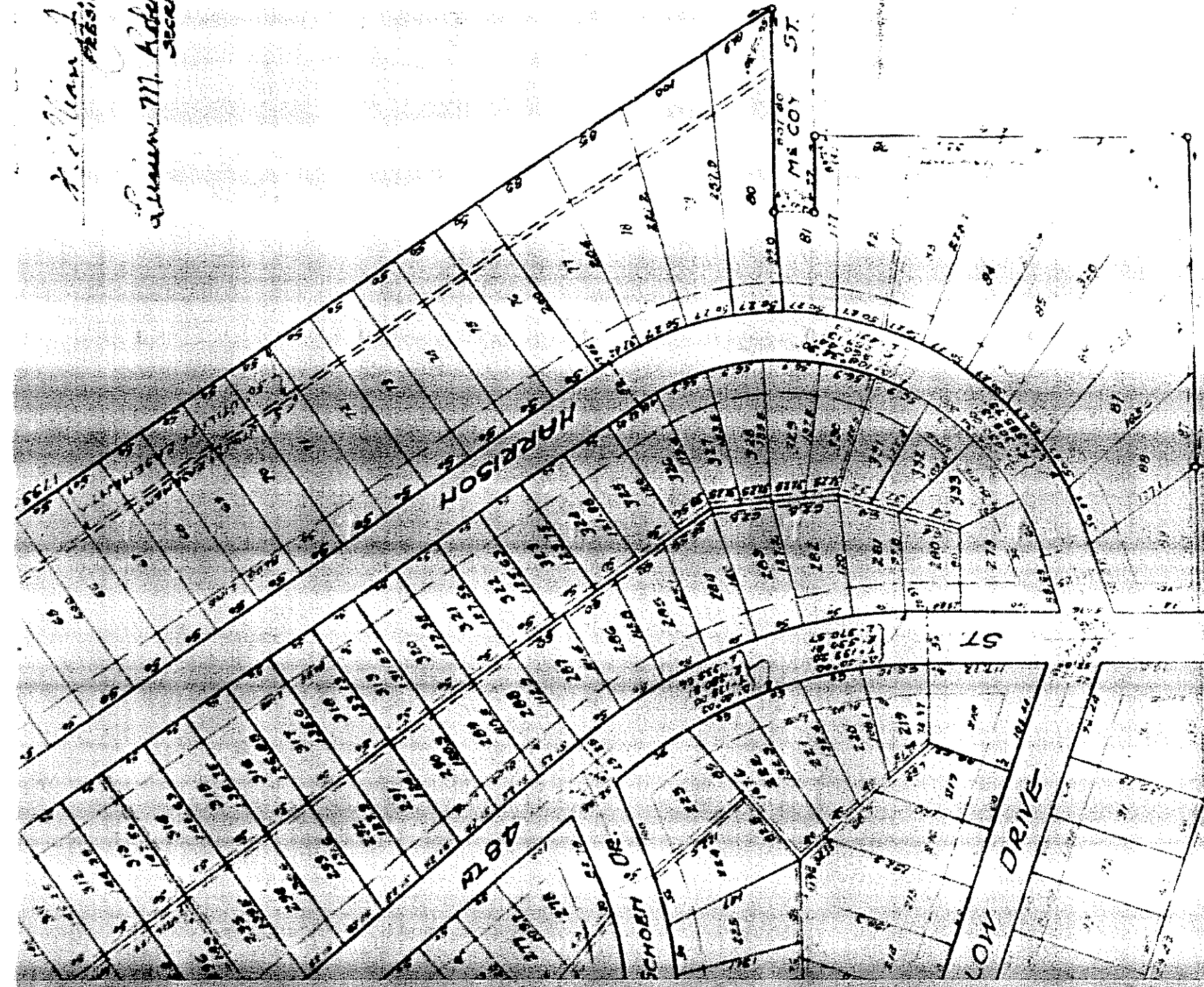
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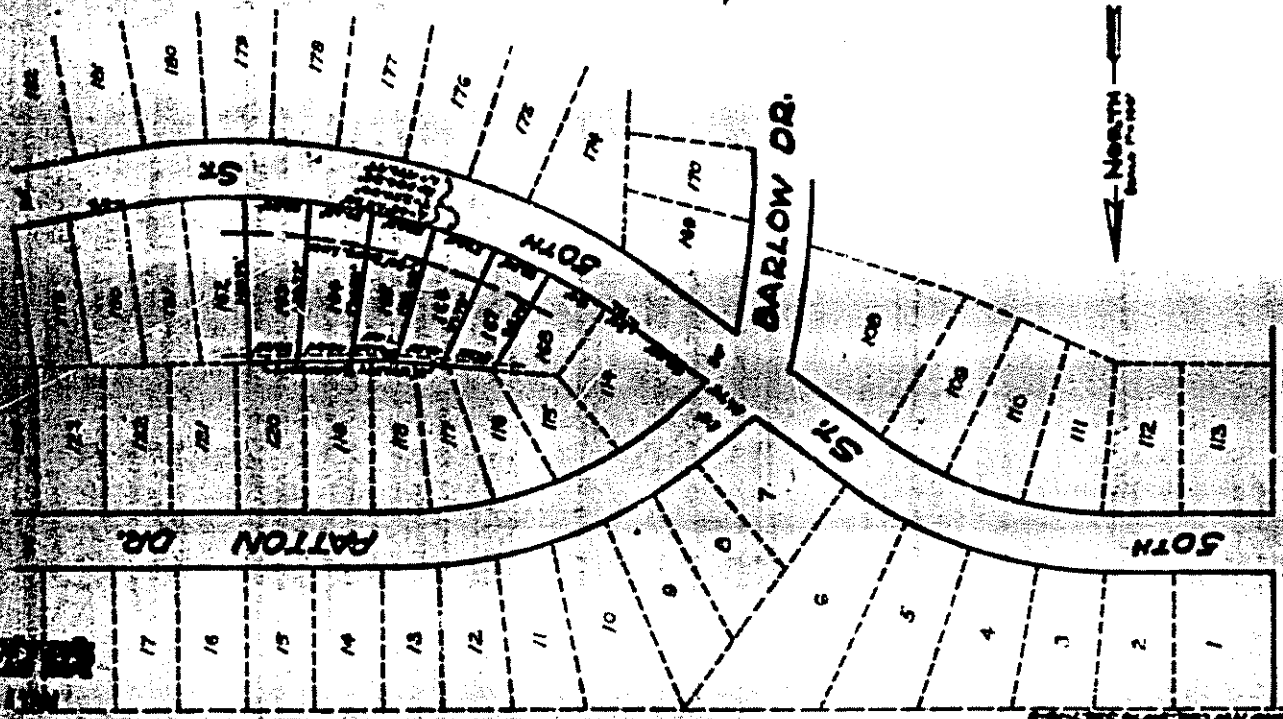


William J. McClellan
PRESIDENT

William M. Roberts
SECRETARY

1914
R





FRANKLIN RD

**CORRECTED PLAT OF PART OF
HARRISON PARK
AN ADDITION TO THE TOWNSHIP OF
LAWRENCE, INDIANA**

We, the undersigned, do hereby certify that the within part is true and correct and represents a subdivision of part of the Harrison Park Addition to the Township of Lawrence, Indiana, as shown on the plat of the same filed for record in the office of the Recorder of Deeds for Lawrence County, Indiana, on the 10th day of August, 1910.

Witness my hand and seal of office this 10th day of August, 1910.

Notary Public for Lawrence County, Indiana.

In Witness Whereof, We Have Hereunto Apposed Our Hands And Seals This 15th Day Of March, 1955.



Henry D. Spragg & Associates,
Insurance
MAY 17 1955
By *Henry D. Spragg*
Eng. Bldg. No 1484,
State Of Indiana

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The undersigned, BILLIE J. KELLEN AND JAMES M. KELLEN, HUSBAND AND WIFE, OWNERS OF LOT NO 163; JAMES H. OSE AND CHARLOTTE B. OSE, HUSBAND AND WIFE, OWNERS OF LOT NO 164; JOHN I. BEAVER AND BESSIE BEAVER, HUSBAND AND WIFE, OWNERS OF LOT NO 165; EDWARD L. SHERTZ AND BETTY L. SHERTZ, HUSBAND AND WIFE, OWNERS OF LOT NO 166; AND RUSSELL L. BULLSON AND MARION L. BULLSON, HUSBAND AND WIFE, OWNERS OF LOT 167, OWNERS OF THE EASE RIGHTS DESCRIBED ABOVE HEREBY CERTIFY THAT THIS WRITING CORRECTLY PLAYS UP MATTERS THAT IS MADE FOR THE PURPOSE OF CORRECTING CLERICAL ERRORS IN THE ORIGINAL PLAY UP SAID ADDITION.

ALL FURTHER CONVEYANCE COMPRISED IN THE ORIGINAL PLAY UP SAID ADDITION SHALL APPLY IN ALL RESPECTS TO ALL LOTS IN THIS CORRECTED PLAY.

IN WITNESS WHEREOF, WE HAVE HEREBY SET OUR HANDS AND SEALS THIS 15th DAY OF APRIL 1955.

Bessie J. Keller
Billie J. Keller
James M. Keller
State of Indiana

James H. Ose
Charlotte B. Ose
John I. Beaver
Bessie Beaver

Edward L. Shertz
Betty L. Shertz
Russell L. Bullson
Marion L. Bullson

STATE OF INDIANA
COUNTY OF MARION 38-8

BEFORE ME, A Notary Public in and for said County and State, PERSONALLY APPEARED THE FOLLOWING NAMED PERSONS, BILLIE J. AND JAMES M. KELLEN, JAMES H. AND CHARLOTTE B. OSE, JOHN I. AND BESSIE BEAVER, EDWARD L. AND BETTY L. SHERTZ, AND RUSSELL L. AND MARION L. BULLSON, AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS HIS, HERES, AND THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL THIS 15th DAY OF APRIL 1955.



My Commission Expires October 20, 1955
James E. Lee
James E. Lee, Notary Public

APPROVED THIS 20th DAY OF APRIL, 1955. APPROVED THIS 20th DAY OF APRIL, 1955
BOARD OF TRUSTEES OF THE BOARD OF TRUSTEES OF THE
TOWN OF LAWRENCE, INDIANA TOWN OF LAWRENCE, INDIANA
PLANS COMMISSION

William H. Feltz
John E. Feltz
Jim Feltz

C. W. Carter
Robert Carter
James M. Carter