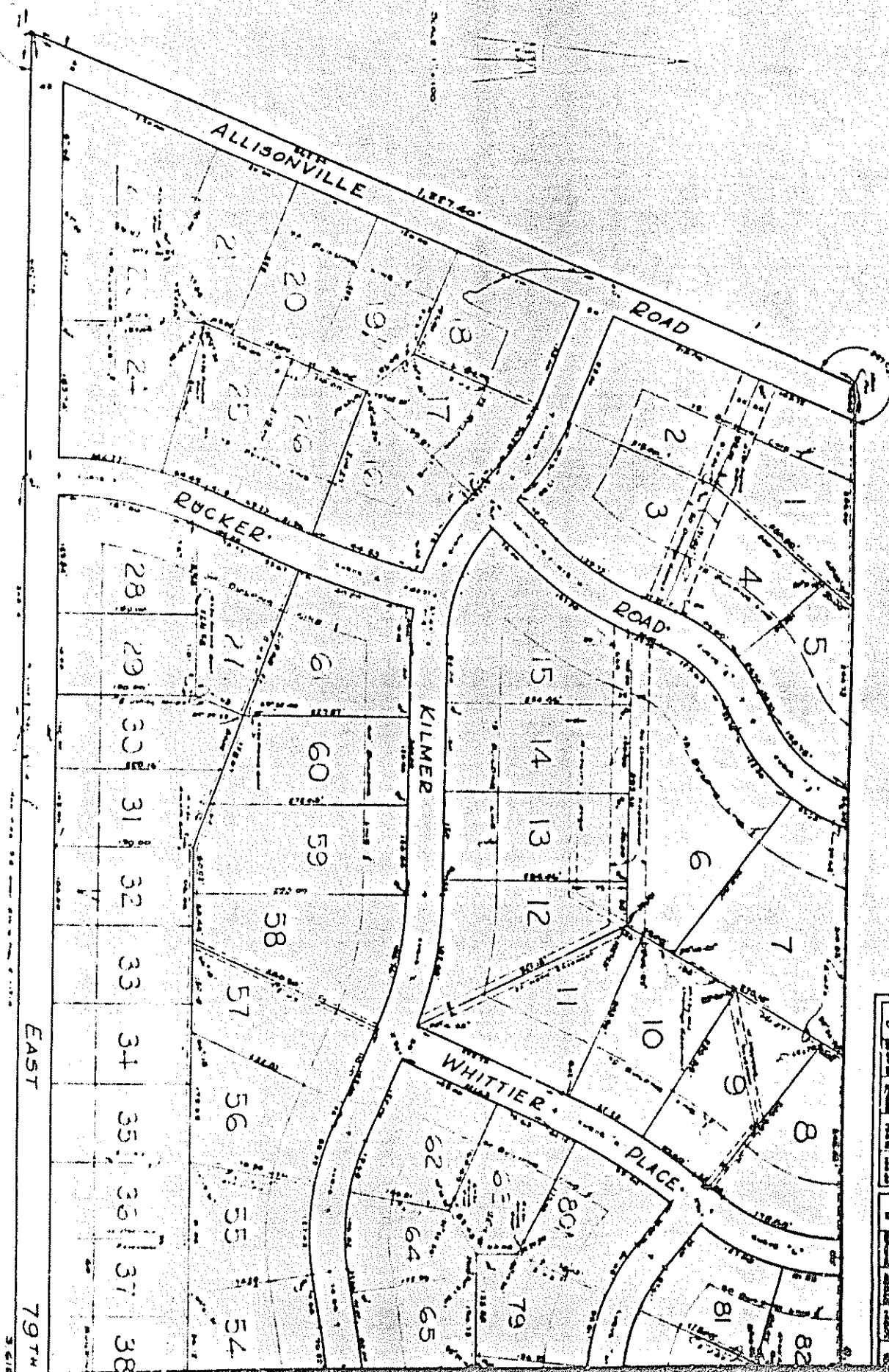


IVY HILLS



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NO. 30

Page 49

PLAN

EAST

79TH

ALLISONVILLE ROAD

ROAD

RUCKER ROAD

ROAD

KILMER ROAD

WHITTIER PLACE

CERTIFICATE OF SURVEY

I, the undersigned, do hereby certify that this plat is true and correct and represents a survey of a subdivision of part of the south half of Section 21, Township 17 North, Range 4 East, Marion County, State of Indiana, more particularly described as follows:

Beginning at the southeast corner of said section, thence north upon and along the east line of said section a distance of 1,134.61 feet to a point; thence west and parallel to the south line of said section a distance of 3,162.50 feet to a point, said point being in the centerline of Allisonville Road, (State Highway #37); thence in a southwesterly direction upon and along said centerline a distance of 1,227.40 feet to a point, said point also being in the south line of said section; thence east upon and along the south line of said section a distance of 3,612.52 feet to the place of beginning, containing 88.01 acres, more or less.

Subject, however, to all legal highways and rights-of-way.

Witness my signature this 18th day of April, 1956:-



Clinton Green
Registered Engineer, #3070
State of Indiana

We, the undersigned, George B. Thomas and Myrtle B. Thomas, husband and wife, being owners of the herein described real estate, do hereby layoff, plat, and subdivide the same in accordance with this plat and the certificate thereof.

This subdivision shall be known and designated as "Ivy Hills Addition", a subdivision in Marion County, State of Indiana. All streets not heretofore dedicated are hereby dedicated to the public use.

All lots in this subdivision shall be used for residential purposes, and no structures shall be erected, altered, placed, or permitted to remain on any residential plot other than one detached single family dwelling not to exceed two and one half stories in height, and a private garage providing storage for not more than three cars.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finish ground elevation by a committee composed of William B. Schmoll and James E. Murphy or by a representative designated by the members of said committee. In the event of death or resignation of any member of said committee the remaining member shall have authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative, fail to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required, and the covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, or any of its designated representatives, shall cease on and after January 1, 1976. Thereafter, the approval described in the covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the recorded owners of a majority of the lots in this subdivision, and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

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No building shall be located nearer to the front lot line or nearer to the side street line than the building set-back lines shown in above plat. No building shall be located nearer than ten (10) feet to any side lot line.

No residential structure shall be erected or placed on any building plot having an area less than twenty thousand (20,000) square feet, except lots 8 through 15 inclusive and 18 through 22 inclusive which shall have a minimum of twenty four thousand (24,000) square feet.

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No trailer, basement, tent, shack, garage, barn, or other outbuildings erected in the subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure or a temporary character be used as a residence.

The ground floor area of the main structure for lots 11 through 15 inclusive and 18 through 22 inclusive shall be not less than fifteen hundred (1,500) square feet for one story or one thousand (1,000) square feet for one and one-half, two, or two and one-half story; for lots 16 and 17 and 23 through 31 inclusive the ground floor area of the main structure shall be not less than twelve hundred (1,200) square feet for one story, or eight hundred (800) square feet for one and one-half, two, and two and one-half stories.

There are strips of ground 5 feet and 10 feet in width as shown on the within plat reserved for the use of public utilities for the installation and maintenance of poles, wires, mains and ducts and drainages, subject at all times to the authority of the proper civil officers. No permanent or other structures shall be erected thereon by the owners of such lots and such owners shall take the title subject to any such easement herein granted and reserved for ingress and egress in, along, across, and through the several aforesaid strips of ground.

All septic tanks built and constructed on any lot in this subdivision shall be in conformity with and meet the specifications and requirements established from time to time by the Indiana State

Board of Health and the Marion County Health and Hospital Corporation for the construction of such individual sewage disposal systems.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1981 at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part. An owner may cast one vote for each lot owned.

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

Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

Witness our signatures this 25th day of April, 1936.

George B. Thomas
George B. Thomas

Myrtle B. Thomas
Myrtle B. Thomas

State of Indiana)
) ss
Marion County)

Before me, the undersigned, a notary public in and for said county and State, appeared George E. Thomas and Myrtle D. Thomas, husband and wife, and acknowledged the execution of the foregoing instrument as their voluntary act and deed for the use and purpose therein expressed, and affixed their signatures thereto.

Witness my signature and notarial seal this 25th day of April, 1956.

James E. Murphy

My commission expires: July 23, 1958

NOTARY PUBLIC
STATE OF INDIANA

Ray A. ...

APPROVED THIS 3rd
DAY OF May 1956
COUNTY CLERK
COUNTY OF MARION
Frank J. ...
John H. ...

APPROVED THIS 5th
DAY OF June 1956
Marion County
James W. Calhoun DRAFTSMAN

RECORDED AT ...
MARION COUNTY ...
8.00
JUN - 5 1956

