

# IVY HILLS ADDITION Section VI

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D.H.31

## CERTIFICATE OF SURVEY

I, the undersigned, do hereby certify that the within plat is true and correct and represents a subdivision of a part of the Northeast Quarter of Section 26, Township 13 North, Range 4 East of the Second Principal Meridian, in Marion County, Washington Territory, Indiana, more particularly described as follows:-

Beginning at a point in the North line of the Northwest Quarter of said quarter Section 663.5 feet (land) (662.21 feet measured) West of the Northeast corner thereof; thence South and parallel to the East line of said Quarter Section 1,450 feet (land) (1,441.55 feet measured) to a point which is 1,201.5 feet north of the North line of said Northeast Quarter Section; thence deflecting 88°49' to the right and running a distance of 1,644.40 (land) (1,644.55 feet measured) to a point; said point being the southwest corner of land conveyed to John H. Allison and Eliza T. Allison, husband and wife, by partition deed recorded in Term List Bound 970 page 354; thence deflecting to the right 87°59' and running a distance of 706.8 feet (land) (702.76 feet measured) to a point; thence deflecting 52°10' to the right and running a distance of 276.21 feet to a point; thence deflecting 87°47' to the left and running a distance of 742.74 feet to a point; said point being in the North line of said Quarter Section; thence east upon and along said North quarter section line a distance of 1,418.75 feet to the place of beginning, containing in all 50.77 acres, more or less, subject, however, to all legal mortgages and rights-of-way, and consisting of survey shown and consisting of survey shown and consisting of survey shown on a plat and fractional parts thereof.

Witness my signature this 15<sup>th</sup> day of OCTOBER, 1884.

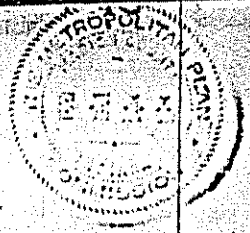
THIS INSTRUMENT PREPARED BY

J. W. BROWN, SURVEYOR

J. W. BROWN, SURVEYOR

APPROVED AND FORWARDED  
this 28<sup>th</sup> day of December, 1884  
59  
Auditor of Mayes County  
J. W. BROWN

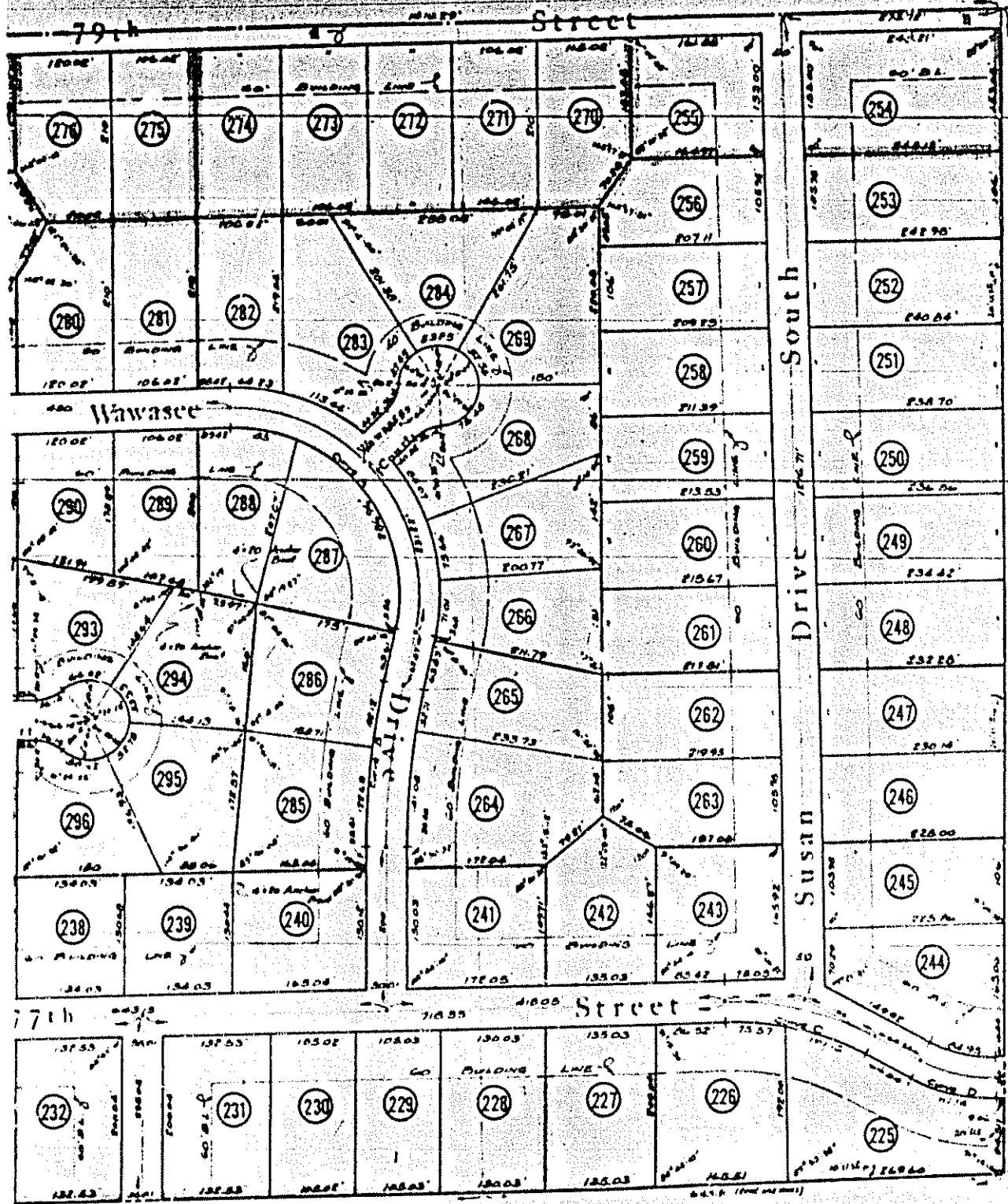
*[Signature]*  
Oscar Green  
Registered Engineer of the Indiana



**STREET-CENTERLINE CURVE DATA**

| Curve No. | Stationing       | Radius | Chord  | Angle | Area |
|-----------|------------------|--------|--------|-------|------|
| 1         | 100+00 to 100+50 | 100    | 100.00 | 90°   | 7854 |
| 2         | 100+50 to 101+00 | 100    | 100.00 | 90°   | 7854 |
| 3         | 101+00 to 101+50 | 100    | 100.00 | 90°   | 7854 |
| 4         | 101+50 to 102+00 | 100    | 100.00 | 90°   | 7854 |
| 5         | 102+00 to 102+50 | 100    | 100.00 | 90°   | 7854 |
| 6         | 102+50 to 103+00 | 100    | 100.00 | 90°   | 7854 |
| 7         | 103+00 to 103+50 | 100    | 100.00 | 90°   | 7854 |
| 8         | 103+50 to 104+00 | 100    | 100.00 | 90°   | 7854 |
| 9         | 104+00 to 104+50 | 100    | 100.00 | 90°   | 7854 |
| 10        | 104+50 to 105+00 | 100    | 100.00 | 90°   | 7854 |

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**Y HILLS ADDITION**  
**Section VI**

This subdivision shall be known and referred to as "The [unclear] Subdivision, Section 177, a subdivision of [unclear] Township, Marion County, Indiana. All streets and easements shall be as hereinafter indicated on the plat hereof.

All lots in this subdivision shall be used for residential purposes, and no structure shall be erected, altered, placed, or permitted to be on any residential plot other than one story in height, double family dwelling not to exceed two and one half stories in height, and a greater ground covering thereof 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 local ground elevation by a committee composed of Joseph F. Seaton 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 consent to erect the erection of such building or the location of such structure has been consummated 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 hereon, 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 herein exercised by said committee.

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 on above plat.

No residential structure shall be erected or placed on any building plot having an area less than twenty thousand (20,000) 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 outhouse, 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 of a temporary character be used as a residence.

The ground floor area of the main structure for all lots 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 drainage, 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 their title subject to any such easements 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

The ground floor area of the main structure for all lots 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 exhibit plan reserved for the use of public utilities for the installation and maintenance of poles, wires, masts and ducts and drainage, 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 their 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.

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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 10<sup>th</sup> day of July, 1959

IVY HILLS DEVELOPMENTS, Inc.

William B. Schmoll  
President

ATTEST

James E. Murphy  
Secretary

State of Indiana )  
Marion County ) SS

Before me, the undersigned, a notary public in and for said County and State, appeared William B. Schmoll, President and James E. Murphy, Secretary, IVY HILLS DEVELOPMENTS, INC. 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 official seal this 10<sup>th</sup> day of July, 1959

William H. Morrison  
Notary Public

My Commission expires: June 21, 1963

PUBLIC NOTICE WAS GIVEN

ON THE 27 DAY OF Sept 1959

DAY OF December  
METROPOLITAN...  
William H. Morrison