



JUSTUS EASTGATE 2ND SECTION RESUB

I, the undersigned, hereby certify that the within plat is true and correct and represents a subdivision of part of the North Half of the Southwest Quarter of Section 36, Township 16 North, Range 4 East, Marion County, Indiana, more particularly described as follows, to-wit:

Beginning at a point on the South line of the North Half of the said Southwest Quarter Section, said point being 1326.0 feet East of the Southwest corner of the North Half of the said Southwest Quarter Section; running thence East on the South line of the North Half of the said Southwest Quarter Section a distance of 1336.75 feet to a point on the East line of the said Southwest Quarter Section; thence North on the East line of the said Southwest Quarter Section a distance of 330.0 feet to a point; thence West and parallel to the South line of the North Half of the said Southwest Quarter Section a distance of 1339.90 feet to a point; thence southward a distance of 330.0 feet to the point of beginning.

The subdivision consists of 32 lots numbered from 1 to 32, both inclusive.

Containing in all 10.00 acres.

The size of the lots and width of streets are shown in feet and decimal parts thereof.

WITNESS my hand and seal this 2ND day of November, 1939.

Joseph A. Rooley
Registered Engineer No. 930
State of Indiana

The undersigned, Justus Contracting Co., Inc., by Walter E. Justus, its President, and Meredith L. Shotts, its Secretary-Treasurer, do hereby certify that they have laid off, platted and subdivided the foregoing described real estate in accordance with the within plat. The within plat shall be known and described as **JUSTUS EASTGATE ADDITION, 2ND SECTION, RESUB**, an Addition to the City of Indianapolis, Indiana.

Front and side building lines are established as shown on this plat between which lines and the property lines of the streets there shall be erected and maintained no structure other than one-story open porches.

There are strips of ground shown on the within plat marked "Utility Strips" and "Drainage Strips" reserved for the use of Public Utilities, not including Street Car or Transportation companies, for the installation of poles, mains, ducts, lines, wires and sewers, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips, but such owners shall take their titles subject to the rights of Utility Companies and to the rights of the other owners in this Addition.

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.

The ground floor area of any dwelling, exclusive of one-story open porches and garages, shall be not less than 900.0 square feet in the case of one-story structures, nor less than 600.0 square feet in the case of one and one-half, two and two and

...shall be carried on...
 ...which may be...
 ...of the story...
 ...square...
 ...and one-half, two and two and...
 ...that, shack, garage, barn or other out-...
 ...in this condition shall be used at any time...
 ...temporarily or permanently, nor shall any...
 ...character be used as a residence.

These covenants shall be binding on all parties and all persons claiming under them until December 31, 1970. If the covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to amend the covenants in whole or in part.

If the parties hereto, their heirs, assigns, shall violate or attempt any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said 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 both as for such violation.

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

WITNESS our signatures this 25 day of November, 1959.

JUSTUS CONTRACTING CO., INC.
 By Walter E. Justus
 Walter E. Justus - President
 By Meredith L. Shotts
 Meredith L. Shotts - Secy-Treas.



STATE OF INDIANA :
 COURT OF MARION : SS:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the Justus Contracting Co., Inc., by Walter E. Justus, President, and Meredith L. Shotts, Secretary-Treasurer, who separately and severally acknowledged the execution of the foregoing certificate as its and their voluntary act and deed for the uses and purposes therein expressed.

My commission expires:
 September 4, 1960

William R. Ribble
 William R. Ribble - Notary Public



This instrument was prepared by the Hocker Surveying and Engineering Co., Inc. 512 Oddfellow Building Indianapolis, Indiana, by its secretary and treasurer William R. Ribble.

RECEIVED FOR RECORD

JUN - 1 1960

and recorded in
 Record 37 Page 100
 Shotts-Krebs Group

APPROVED THIS
 DAY OF JUNE 1960
 CLERK OF MARION COUNTY

APPROVED
 DAY OF
 METROPOLITAN BOARD OF MARION

DULY ENTERED
 FOR TAXATION
 JUN 1 - 1960

Blaine Smith
 COUNTY CLERK