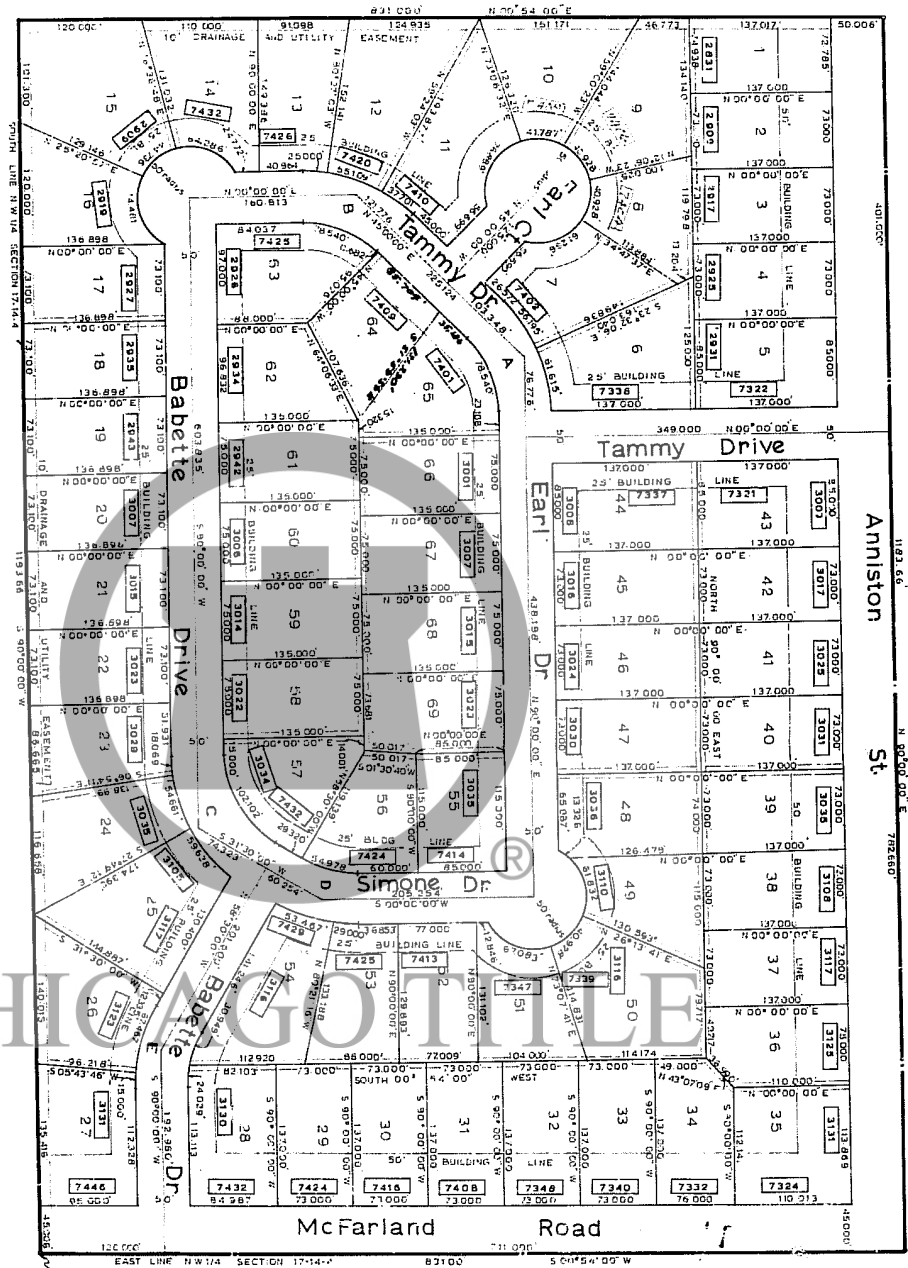


67-45938  
 1821.66  
 N 90°54'00" E 782.60'  
 Anniston St.



**Justus Southern Manor Estates**

**CERTIFICATE OF SURVEY**

1. THE UNDERSIGNED, HEREBY CERTIFY THE ABOVE PLAT TO BE TRUE AND CORRECT REPRESENTING THE ENTIRE AND SOLE INTEREST OF THE SOUTHERN MANOR DEVELOPMENT COMPANY, INC. (SMD), A CORPORATION OF THE STATE OF INDIANA, WHOSE PARTICULAR DESCRIPTIONS FOLLOW.

2. COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE-DESCRIBED QUARTER SECTION, FINISHING HEREIN AT THE POINT OF BEGINNING, THE COURSE AND DISTANCE OF THE BOUNDARIES OF THE SMD ARE AS FOLLOWS:

3. THE SMD HAS HEREBY A DIVIDED TO A POINT ON SAID EAST LINE, BEING THE POINT OF BEGINNING OF THE SMD, AND HAS HEREBY A DIVIDED TO A POINT ON SAID EAST LINE, BEING THE POINT OF BEGINNING OF THE SMD, AND HAS HEREBY A DIVIDED TO A POINT ON SAID EAST LINE, BEING THE POINT OF BEGINNING OF THE SMD.

4. THIS SUBDIVISION CONSISTS OF 50 LOTS, NUMBERED FROM 1 TO 50, BEING NEARLY WITH STREETS AS SHOWN ON THE PLAT, AND THE SMD HAS HEREBY A DIVIDED TO A POINT ON SAID EAST LINE, BEING THE POINT OF BEGINNING OF THE SMD.

5. THE SMD HAS HEREBY A DIVIDED TO A POINT ON SAID EAST LINE, BEING THE POINT OF BEGINNING OF THE SMD.

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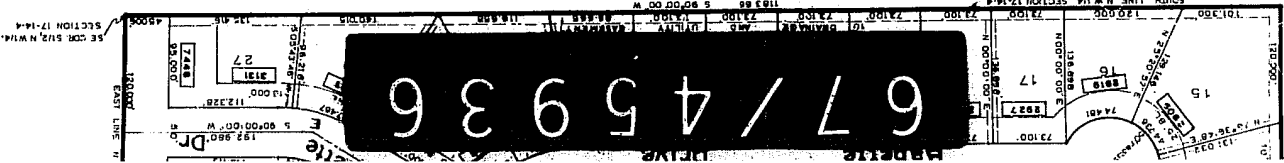
50. THE SMD HAS HEREBY A DIVIDED TO A POINT ON SAID EAST LINE, BEING THE POINT OF BEGINNING OF THE SMD.

The undersigned, owners of the above described real estate, hereby certify that they do lay off, plat and subdivide the same in accordance with this plat and certificate. This subdivision shall be known and designated as Justus Southern Manor Estates. The streets, roads and easements shown on this plat and marked utility strips which are hereby reserved for the use of public utilities, not including transportation companies, shall be 40 feet in width as shown on this plat and marked utility strips, subject at all times to the proper authorities and the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements, and to the rights of owners of the other lots in this addition, said rights also including the right of ingress and egress, in, along, across and through said utility easements, and to the rights of other lots in this addition. Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets, shall be erected or maintained no building or

| CURVE | I       | D         | R        | L        | T       |
|-------|---------|-----------|----------|----------|---------|
| A     | INSIDE  | 52,296.8' | 100,000' | 78,540'  | 41,421' |
| B     | OUTSIDE | 15,816.6' | 120,000' | 98,175'  | 51,775' |
| C     | INSIDE  | 36,197.2' | 150,000' | 117,810' | 62,112' |
| D     | OUTSIDE | 57,295.8' | 100,000' | 54,978'  | 28,433' |
| E     | INSIDE  | 45,936.6' | 120,000' | 83,772'  | 35,584' |
| F     | OUTSIDE | 38,197.2' | 150,000' | 62,467'  | 42,304' |
| G     | INSIDE  | 57,295.8' | 100,000' | 102,102' | 51,003' |
| H     | OUTSIDE | 45,936.6' | 120,000' | 82,438'  | 36,003' |
| I     | INSIDE  | 58,936.6' | 150,000' | 123,102' | 68,004' |

NOTE: PROPERTY LINES AT ALL STREET INTERSECTIONS ARE SHOWN OFF BY 10 FEET, HOWEVER DIMENSIONS ARE SHOWN TO P.I. OR N.O.S. ALL EASEMENTS ARE 5 FEET ON EACH SIDE OF LOT LINES, UNLESS INDICATED.

CERTIFIED This 16th Day of March 1966  
 MID-STATES ENGINEERING CO. INC.  
 1821.66  
 67-45938



CERTIFICATE OF SURVEY

THE UNDERSIGNED HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 17 TOWNSHIP 4 NORTH, RANGE 4 EAST IN MARION COUNTY, STATE OF INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

5.00 AC. OF W. ALONG THE SOUTH LINE THEREOF A CHANGE OF 187.88 FEET BEGINNING THEREIN 6.00 FEET FROM THE EAST LINE AND THE EAST LINE THEREOF 1.00 FEET TO A POINT ON SAID EAST LINE HEREIN

MARKED BY THE EAST LINE THEREOF 6.00 FEET BEGINNING THEREIN 6.00 FEET FROM THE EAST LINE AND THE EAST LINE THEREOF 1.00 FEET TO A POINT ON SAID EAST LINE HEREIN

THIS SUBDIVISION CONSISTS OF 19 LOTS, NUMBERED FROM 1 TO 19, BOTH INCLUSIVE, WITH STREETS AS SHOWN HEREON, THE SIZE OF 19 LOTS AND WIDTH OF STREETS ARE SHOWN ON THIS PLAT BY DIMENSIONS

AND AN ORIGINAL PARTS THEREOF

CONTINUED THIS 16TH DAY OF MARCH 19 66

MID-STATE ENGINEERING CO. INC.

REG. LAND SURV. NO. 9728 IND.

| CURVE | I         | D         | R       | L        |
|-------|-----------|-----------|---------|----------|
| A     | 150'00"   | 125'00"   | 75'00"  | 144'31"  |
| B     | 150'00"   | 125'00"   | 75'00"  | 144'31"  |
| C     | 50'36'00" | 49'83'60" | 123'00" | 127'618" |
| D     | 50'00"    | 50'00"    | 100'00" | 50'00"   |
| E     | 50'00"    | 50'00"    | 100'00" | 50'00"   |
| F     | 50'00"    | 50'00"    | 100'00" | 50'00"   |
| G     | 50'00"    | 50'00"    | 100'00" | 50'00"   |
| H     | 50'00"    | 50'00"    | 100'00" | 50'00"   |
| I     | 50'00"    | 50'00"    | 100'00" | 50'00"   |

Justus Southern Manor Estates

The undersigned, owners of the above described real estate hereby certify that they do lay off, plat and subdivide the same in accordance with this plat and certificate.

This subdivision shall be known and designated as Justus Southern Manor Estates, in addition to the City of Indianapolis, Indiana. There are strips of ground 5.00 feet in width as shown on this plat and marked Utility Strips, which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, masts, ducts, drains, lines and wires, subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title subject to the rights of the public utilities, and rights also including the right of ingress and egress, in, along, across and through said utility easements, and to the rights of owners of the other lots in this addition. Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets shall be erected or maintained on building or structures. No building, structure or accessory building shall be erected closer to the side of any lot than B feet except fences. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots. All lots in this subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot hereon, other than one detached single-family dwelling not to exceed two stories or 22 feet. In height, one and a private garage for not more than 2 cars and residential accessory buildings. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 1,000 square feet in area and less than 700 square feet in height and less than 1,000 square feet in area. No hotel building, boarding house, mercantile or factory building or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision. No trailers, sheds or outbuildings, houses, mechanical or factory buildings of any kind shall be erected or situated on any lot hereon, except that for use by the builder during the construction of a proper structure. No farm animals, fowls or domestic animals, or other offensive activities shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbors. No fence shall be erected on or along any lot line, nor on any lot for the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and to separate the same without hindrance or obstruction to any other property. No fence shall be erected between the front property lines and the building setback line other than a fence of a decorative nature not exceeding three (3) feet six (6) inches in height. No private or semi-private sewage disposal system may be located upon any lot in this subdivision, which is not in compliance with restrictions or provisions of the Indiana State Board of Health or other civil authority having jurisdiction. No septic tank, absorption field, or any other method of sewage disposal shall be located or constructed on any lot or lot hereon except as approved by said health authority. No building shall be erected, placed or altered in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved as to the conformity and harmony of external design with existing structures, hereon and as to the building with respect to topography and finished ground elevation by a committee. The owners of the property described hereon shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed with the building according to the plans as approved. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. It shall be lawful for any other person owning any real property situated 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 doing so, or to recover damages or other dues for such violation. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on a corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until May 1, 1966, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the lots in this subdivision, it is agreed to change said covenants or to modify them. Right of enforcement of the covenants is hereby granted to the Indianapolis Plan Commission, its successors or assigns. Invalidation of any of the foregoing covenants, provisions or conditions, provided a, restrictions or conditions of the above described real estate shall remain in full force and effect which shall remain in full force and effect.

In witness whereof, the owners of the above described real estate have hereunto caused their names to be subscribed. APPROVED THIS 16TH DAY OF MARCH 1966. DAY OF MARCH 1966. ADRIAN OF MARION COUNTY. My commission expires 4/17/67.

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the above and acknowledged the execution of this instrument as their voluntary act and deed and affixed their signatures thereto. Witness my signature and seal this 17th day of March, 1966.

This instrument is prepared by Notary Public. JUSTUS CONTRACTING CO. INC. My commission expires 4/17/67.