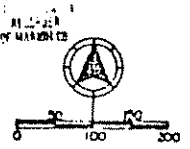


PREPARED FOR RECORD
71 JAN 17 AM 36



CURVE DATA

Curve	R	Δ	D	L	C	E
1 E	70000	25° 41' 24"	8.51'	63.24	356.68	366.73
1 A	863300	-	8.51'	25.25	340.75	344.00
1 B	33300	-	7.77'	24.25	176.75	306.51
2 A	44100	-	12.41'	22.25	234.35	252.20
2 B	31600	-	13.43'	19.05	210.65	222.26
3 A	326500	-	11.28'	22.62	244.27	257.33
3 B	223200	30° 37' 12"	29.54'	24.25	101.55	156.36
3 C	75000	-	31.24'	4.79	92.41	93.37
3 D	223100	-	22.62'	21.90	110.32	122.24
4 A	58550	07° 05' 44"	10.05'	32.25	30.35	30.41
4 B	63650	04° 56' 49"	8.57'	27.58	22.71	23.13
5 A	273100	04° 44' 35"	16.81'	1.22	22.76	22.76
5 B	300000	10° 26' 18"	19.09'	27.42	134.58	54.66

" NORTH GERMAN CHURCH WOODS "
SECTION I

CERTIFICATE OF SURVEY

The undersigned, The Top Construction Corp. by John Copenhaver, President, being the owner of the above described real estate do hereby lay off, plat and subdivide the same into lots and streets in accordance with the within plat shall be known and designated as NORTH GERMAN CHURCH WOODS SECTION I

The undersigned, The Top Construction Corp., by John Copenhaver, President, being the owner of the above described real estate, do hereby lay off, plat and sub with the within plat.

The within plat shall be known and designated as NORTH GERMAN CHURCH WOODS - SECTION ONE an Addition to Marion County, Indiana.

1. The streets shown and not heretofore dedicated are hereby dedicated to the public.
2. All numbered lots in this Addition shall be designated as residential lots. Only one single family with accessory building and not exceeding two stories.
3. Front and side building lines are established as shown on this plat between which lines and the property lines of the street, no structure shall be erected which obstructs sight lines at elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner lot within the triangle connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street to any lot within 10 feet from the intersection of a street line with the edge of a driveway, pavement, or alley line. No tree shall be permitted unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines.
4. No one story house shall be erected on any lot in this Addition having a ground floor area of less than 900 square feet and no one and one-half story house exclusive of open porches, garages, or basements.
5. No cradle, tent, shack, basement, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residential purposes.
6. No noxious or offensive trade shall be carried on upon any lot in this Addition nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
7. No poultry or farm animals shall be raised or maintained on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or birds.
8. There are strips of ground as shown on the within plat marked "Drainage Easements" and/or "Utility Easements" which are hereby reserved for the use of public utility companies for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drains, subject at all times to the authority of Marion County. No permanent or other structures shall be erected or maintained on said strips. The owners of such lots in this Addition, however, shall take their title subject to those of the owners of said lots in this Addition to said Easement herein granted for ingress and egress in, along and through the strips so reserved.
9. The right to enforce the within provisions, restrictions and covenants by injunction, together with the right to cause the removal by due process of law of any structure or maintained in violation thereof, is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs and assigns. The covenants, restrictions and conditions herein set forth shall be in full force and effect until June 1, 1994, at which time said covenants shall be automatically extended for successive periods of 10 years unless by agreement of the parties herein agreed to change the covenants in whole or in part. Invalidations of any one of the covenants by judgement or court order shall in no wise affect any of the other covenants, conditions and restrictions.
10. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them.

IN WITNESS WHEREOF The Top Construction Corp. by John Copenhaver President have hereunto caused its and their names to be subscribed this _____ day of _____, 1971.

STATE OF INDIANA
COUNTY OF MARION

Before me, a Notary Public in and said County and State
Personally appeared The Top Construction Corp. by John
Copenhaver its President, and acknowledge the execution
of the above foregoing instrument as its voluntary act
and deed.

Witness my signature and notarial seal, this _____ day of _____, 1971.

Notary Public
Marion County, Indiana
My Commission Expires _____
Notary Seal