

I, the undersigned, hereby certify the above plat to be true and correct, representing a subdivision of part of the Southwest quarter of Section 15, Township 17 North, Range 3 East, in Marion County, State of Indiana, more particularly described as follows:

Commencing at the northwest corner of the aforementioned quarter section; running thence N 89°32'30"E, on and along the north line thereof a distance of 402.319 feet to the northwest corner of Pickwick II-First Section, a subdivision recorded in the office of the Marion County Recorder in Instrument Number 65-58213; running thence S 00°27'30"E (this and the next seven calls being along the westerly and southerly sides of said Pickwick II First Section) a distance of 236.858 feet; running thence S 04°00'00"E a distance of 201.268 feet; running thence S 09°30'00"E a distance of 50.000 feet; running thence S 02°44'05"W a distance of 196.200 feet; running thence S 69°18'00"E a distance of 203.086 feet; running thence S 81°47'00"E a distance of 230.090 feet; running thence S 58°42'00"E a distance of 200.162 feet; running thence S 36°31'45"E a distance of 309.870 feet; running thence S 33°19'00"E a distance of 123.000 feet; running thence S 47°56'49"E a distance of 362.832 feet; running thence S 89°27'00"W a distance of 1527.540 feet to a point on the west line of the aforementioned quarter section; running thence N 00°00'00"E on and along said West line, a distance of 626.730 feet; running thence S 85°47'30"E a distance of 247.000 feet; running thence N 03°21'30"E a distance of 270.045 feet to the point of curvature of a curve concave west, said curve having a radius of 103000 feet and being subtended by a long chord having a bearing of N 03°04'15"W and a length of 23,067 feet; running thence northerly, around said curve, an arc distance of 23,115 feet to the point of tangency thereof; running thence N 09°30'00"W tangent to the last described curve, a distance of 168.036 feet; running thence S 80°30'00"W a distance of 190.610 feet; running thence N 53°42'30"W a distance of 55.830 feet to a point on the west line of the aforementioned quarter section; running thence N 00°00'00"E on and along said west line, a distance of 429.300 feet to the point of beginning; containing in all 24.713 acres; subject however to any legal highways, rights of way and easements.

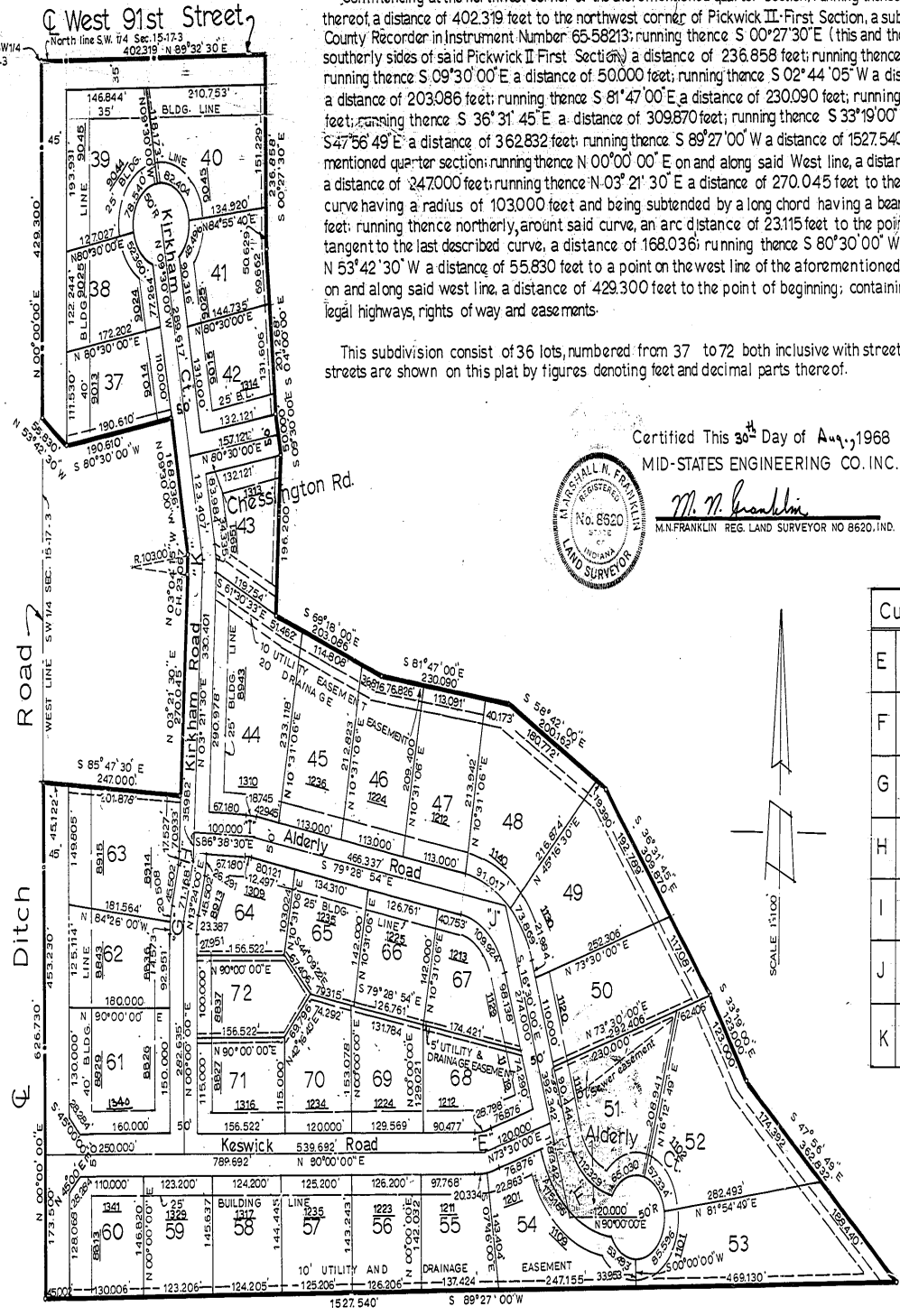
This subdivision consist of 36 lots, numbered from 37 to 72 both inclusive with streets as shown hereon. The size of lots and width of streets are shown on this plat by figures denoting feet and decimal parts thereof.

Certified This 30th Day of Aug., 1968
MID-STATES ENGINEERING CO. INC.



M. N. Franklin
M.N.FRANKLIN REG. LAND SURVEYOR NO 8620, IND.

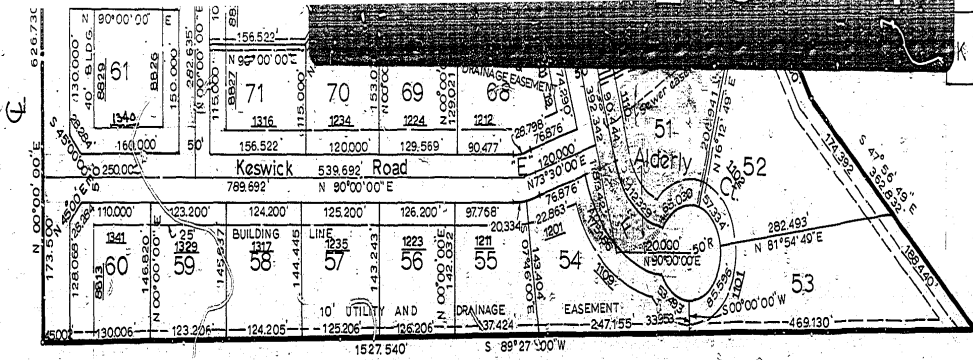
RECEIVED FOR RECORD
65 JUL -30 AM 9:55
MARION COUNTY CLERK
REC'D OF PUBLIC RECORDS



Curve	I	D	R	L	T
E N P/L		57.2958'	100.000'	28.798'	14.499'
E C/L	16°30'00"	45.8366'	125.000'	35.998'	18.124'
E S P/L		38.1972'	150.000'	43.197'	21.749'
F N P/L		57.2958'	100.000'	128.281'	74.674'
F C/L	73°30'00"	45.8366'	125.000'	160.352'	93.342'
F S P/L		38.1972'	150.000'	192.422'	112.010'
G E P/L		57.2958'	100.000'	23.387'	11.747'
G C/L	13°24'00"	45.8366'	125.000'	29.234'	14.684'
G W P/L		38.1972'	150.000'	35.081'	17.621'
H W P/L		57.2958'	100.000'	17.527'	8.766'
H C/L	10°02'30"	45.8366'	125.000'	21.909'	10.982'
H E P/L		38.1972'	150.000'	26.291'	13.178'
I S P/L		57.2958'	100.000'	12.497'	6.256'
I C/L	07°09'36"	45.8366'	125.000'	15.621'	7.820'
I N P/L		38.1972'	150.000'	18.745'	9.384'
J S P/L		57.2958'	100.000'	109.924'	61.258'
J C/L	62°58'54"	45.8366'	125.000'	137.405'	76.572'
J N P/L		38.1972'	150.000'	164.886'	91.887'
K W P/L		55.6270'	103.000'	23.115'	11.606'
K C/L	12°51'30"	44.7622'	128.000'	28.725'	14.423'
K E P/L		37.4482'	153.000'	34.335'	17.240'

PICKWICK II Second Section

1 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.
 2 This subdivision shall be known and designated as Pickwick II, Second Section, an addition to the City of Indianapolis, Indiana.
 3 The streets, if not heretofore dedicated, are hereby dedicated to the public.
 4 There are strips of ground shown on this plat and marked drainage and utility easements which are hereby reserved for the use of drainage and public utilities, except transportation companies for the installation and maintenance of poles, mains, 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, said 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.
 5 Building set-back lines are hereby established on this plat, between which lines and the property no building shall be erected or maintained.
 6 No trailers, tents, shacks, basements, garage, barn or other outbuilding or temporary structure shall be used for temporary or permanent residential purposes on any lot in this addition. No boat or trailer of any kind including (but not in limitation thereof) house trailers, camping trailers, or boat trailers shall be kept or parked on any lot herein unless the same are kept or parked within a garage or other approved structure on said lot except that trailers may be kept or parked by builders for storage of tools or equipment and other purposes.



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- 7 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 herein, other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for not more than 3 cars and residential accessory buildings.
- 8 The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet in the case of a one-story structure, nor less than 1000 square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of 1500 square feet of finished and liveable floor area.
- 9 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.
- 10 No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision.
- 11 No noxious, unlawful, or otherwise offensive activity 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 neighborhood.
- 12 No fence shall be erected on or along any lot line, nor on any lot, 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 decorate 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.
- 13 No private, or semi-private water supply and/or sewage disposal system may be located upon any lot in this subdivision, which is not in compliance with regulations or procedure as provided by 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 lots herein except as approved by said health authority.
- 14 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 as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by a committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members 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 then 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. These provisions shall also apply to any fences to be constructed on any lot herein.
- 15 If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, 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 damage or other dues for such violation.
- 16 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 any 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 rounded property corner, from the intersection of the street lines extended. The same sightline limitations shall apply 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 to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Further, no fences or any other construction will be permitted within the 20 foot drainage easement along the rear of lots 43 through 53.
- 17 These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until July 1 1985 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 covenant in whole or in part. Right of enforcement of these covenants is hereby granted to the Metropolitan Plan Commission, its successors or assigns.
- 18 Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgement or court order shall in no way affect any of the other provisions, 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.

County of Marion
State of Indiana) ss:



FINAL APPROVAL
PLAT COMMITTEE OF
METROPOLITAN PLAN COMMISSION
MARION COUNTY, INDIANA
11-20 1968
PROPER PUBLIC NOTICE OF THE
HEARING HAS BEEN PUBLISHED
W. H. Cornuelle
R. H. Wheeler
RECEIVED
SEP 23 1970

COLLEGE PARK CORPORATION

Ralph D. Cornuelle
RALPH D. CORNUELLE, PRESIDENT

R. Herman Wheeler
R. HERMAN WHEELER, SEC'Y

VOID UNLESS RECORDED
BEFORE 6-5-70

Witness my signature and seal this 20th day of September, 1970

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, College Park Corporation, by Ralph D. Cornuelle and R. Herman Wheeler, President and Secretary, respectively, and acknowledged the execution of the above and foregoing instrument as its and their voluntary act and deed for the uses and purposes therein expressed.

My commission expires August 23, 1972 824696 JAN-7-68

Shelby A. Murrill
KATHIE A. MAROT
Notary Public

This Instrument is prepared by
MIDSTATES ENGINEERING CO. INC.
M. M. FRANKLIN

APPROVED THIS 20th DAY OF SEPTEMBER 1970
AUDITOR OF MARION COUNTY
John T. Sutton