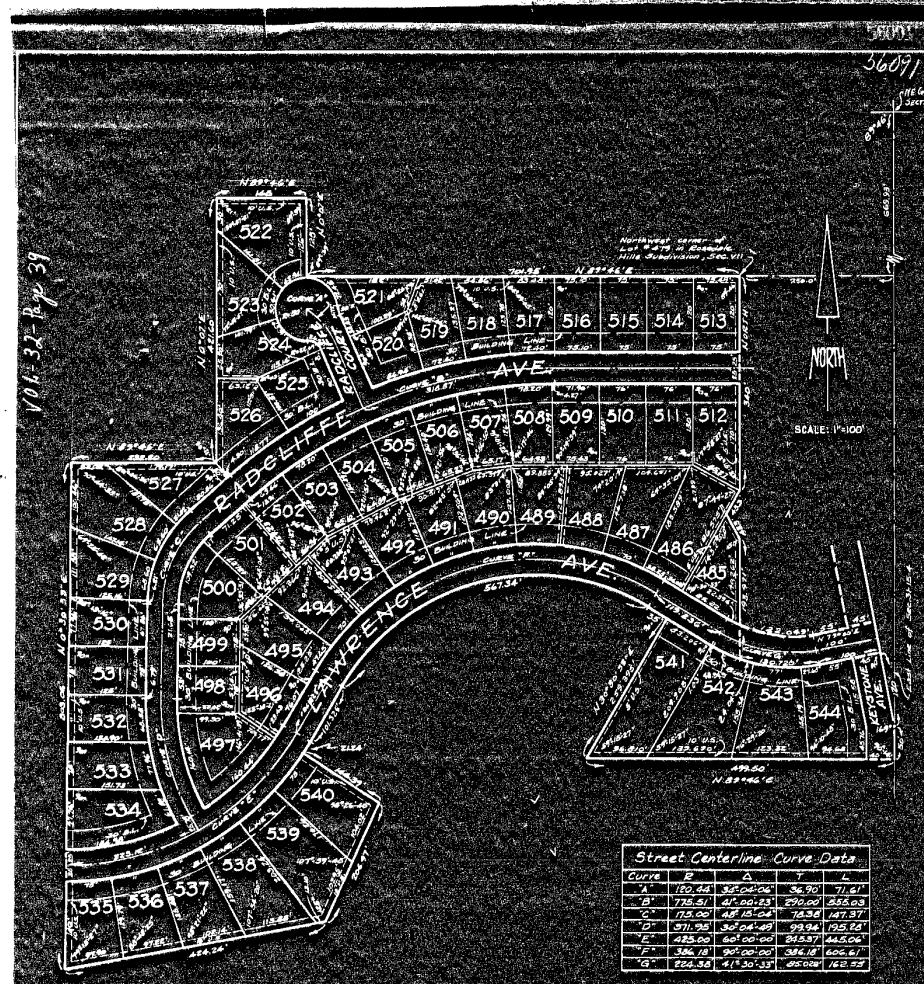

Street Centerline Curve Data				
Curve	R	Δ	T	L
"A"	120.44	35°20'06"	36.90'	71.61'
"B"	172.61'	41°00'33"	201.00'	255.83
"C"	175.00'	48°15'08"	78.36'	147.37'
"D"	371.95'	30°04'49"	99.94'	195.28'
"E"	425.00	60°00'00"	313.53'	445.06'
"F"	386.18'	90°00'00"	386.18'	606.61'
"G"	224.58'	41°30'33"	85.028'	162.73'

Rosedale Hills Subdivision
Section VIII

The Owner of the above described real estate, SOUTHERN ESTATES, INC. does hereby layoff, plat and subdivide the same in accordance with this plat and certificate thereof. This subdivision shall be known as "ROSEDALE HILLS SUBDIVISION, Section VIII".

All streets not heretofore dedicated are hereby dedicated to public use.

All lots shall be used for residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars.

No one story house shall be erected in this subdivision having a ground floor area of less than 960 square feet, and no one and one-half or two story house having a ground floor area of less than 720 square feet on any lot in this subdivision, exclusive of open porches, garages, basements or utility rooms.

No trailers, tent, shack, basement, garage, barn, or other outbuilding of temporary structure shall be used for temporary or permanent residential purposes on any lot in this subdivision.

No noxious or offensive trade shall be carried on upon any lot in this subdivision, nor shall anything be done thereon which shall be or shall become a nuisance to the neighborhood.

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and are over the rear or side five feet or ten feet of each lot as shown and indicated as "Utility Strips" (U. S.) or "Drainage Easements".

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

The Architectural Control Committee is composed of Sheldon A. Key, Flossie M. Beghtel and Howard E. Beghtel. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time after five years from date of recording, the then owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee, or to withdraw from the Committee or to restore to it any of its powers and duties.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Indiana State Board of Health.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the disposal or storage of such materials shall be kept in a clean and sanitary condition.

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, Standards and recommendations of the Indiana State Board of Health.

No screen planting over 36 inches high and no fence shall be permitted between the front lot line and the building set back line of any lot.

All yards shall be graded in conformance with the Development Plan on file with the Architectural Control Committee and the Federal Housing Administration.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date this plat is recorded, after which time said covenants shall be automatically extended to successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

Owners, occupants, lessees or tenants of lots shall take their titles or occupy said lots subject to these covenants.

Witness our signatures this 9th day of June 1964.

ATTEST: Helene S. Beghtel
Secretary

SOUTHERN ESTATES, Inc.
Flossie M. Beghtel
President

County of Marion)
) SS
State of Indiana)

Before me, a Notary Public in and for said County and State, personally appeared the above persons

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Rosedale Hills Subdivision
Section VIII

CERTIFICATE OF OF SURVEY

A part of the Northeast Quarter of Section 31, Township 15 North, Range 4 East in Perry Township, Marion County, Indiana, more particularly described as follows:-

Beginning at a point 669.93 feet South of the Northeast Corner of said Quarter Section measured along the East line of said Quarter Section and 250 feet West of said corner measured parallel to the North line of said Quarter Section, said point being the Northwest Corner of Lot Number 479 in a subdivision known as Rosedale Hills Subdivision, Section VII, plat of which is recorded in Plat Book 31, page 299, 299, in the Office of Recorder, Marion County, Indiana; thence South and parallel to the East line of said Quarter Section a distance of 340 feet to a point; thence deflecting 30°00'00" to the right and running a distance of 43.3 feet to a point; thence deflecting 60°00'00" to the left and running a distance of 43.3 feet to a point; thence deflecting 30°00'00" to the right and running a distance of 55.51 feet to a point, said point being on a left curve whose tangent is at a left forward deflection of 70°58'01" from the last described line, said curve having a central angle of 41°30'33", a radius of 249.38 feet and a tangent of 54.50 feet; thence continuing along the arc of said curve a distance of 130.72 feet to a point, said point being the point of tangency of said curve; thence continuing along said tangent a distance of 100 feet to a point; thence deflecting 90°00'00" to the right and running a distance of 120 feet to a point, said point being in the East line of said Quarter Section; thence South upon and along said East Quarter Section line a distance of 50 feet to a point; thence West and parallel with the North line of said Quarter Section a distance of 499.50 feet to a point; thence deflecting 120°44'33" to the right and running a distance of 259.395 feet to a point; thence deflecting 90°00'00" to the left and running a distance of 35 feet to a point, said point being the point of curvature of a left curve having a central angle of 90°00'00" and a radius of 361.18 feet; thence along the arc of said curve a distance of 567.34 feet to the point of tangency of said curve; thence continuing along said tangent a distance of 101.325 feet to a point, said point being the point of curvature of a right curve having a central angle of 2°42'15" and a radius of 450 feet, thence continuing along the arc of said curve a distance of 21.24 feet to the point of tangency of said curve; thence deflecting from said tangent 90°00'00" to the left and running a distance of 146.39 feet to a point; thence deflecting 81°33'12" to the right and running a distance of 206.97 feet to a point; thence deflecting 55°00'00" to the right and running a distance of 424.24 feet to a point; thence deflecting 100°44'33" to the right and running a distance of 803.06 feet to a point; thence deflecting 89°15'27" to the right and running a distance of 232.20 feet to a point; thence deflecting 89°39' to the left and running a distance of 421.60 feet to a point; thence deflecting 89°39' to the right and running a distance of 145 feet to a point; thence deflecting 90°21' to the right and running a distance of 125 feet to a point; thence deflecting 90°21' to the left and running a distance of 701.95 feet to the place of beginning, containing 18.998 acres, more or less, subject, however, to all legal highways and rights-of way.

The above described real estate consists of sixty (60) lots numbered 485 to 544 (both inclusive) with streets as shown on the plat. All dimensions shown on the plat are in figures denoting feet and decimal parts thereof.

Witness my signature this 6th day of June, 1960.

Clinton Green
Clinton Green
Reg. Engr. #3070, Indiana

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Witness our signatures this 5th day of June, 1961

ATTEST: Velora I. Bightel
Secretary

SOUTHERN ESTATES, INC.
Florence M. Bightel
President

County of Marion)
State of Indiana) SS

Before me, the undersigned, a notary public for said County and State, personally appeared the above persons and acknowledged 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 notarial seal this 5th day of June, 1961

My Commission expires April 7-1962

Notary Public [signature]

Site Distances at Intersections:

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.

APPROVED THIS 13th
DAY OF July 1961
Auditor of Marion County
Joseph H. Colbert DRAFTSMAN

RECEIVED FOR RECORD
JUL 14 1961
and recorded in Page
Record 32 Page
Recorder Marion County

FINAL APPROVAL
PLAT COMMITTEE OF
METROPOLITAN PLAN COMMISSION
MARION COUNTY, INDIANA
JUNE 7 1961
PROPER PUBLIC NOTICE OF THE HEARING HAS BEEN PUBLISHED
Donald B. Partlow
CHAIRMAN
Stephen W. Burres
MEMBER
Charles R. Young
MEMBER

RECORDED AT 10:15 A.M.
MARION COUNTY, INDIANA
JUL 14 1961

DULY ENTERED FOR TAXATION
JUL - 6 1961
Clem Smith
COUNTY AUDITOR

This Instrument Prepared By
Mid-States Engineering Co.
Reg. Engr. Clinton Green

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IMAGE/CO