

RECEIVED FOR RECORD
 '68 OCT - 3 AM 10: 15
 MARION COUNTY, INDIANA
 REC'D FOR RECORD COUNTY

DEPT. OF MARION COUNTY, IN FOR LICENSE

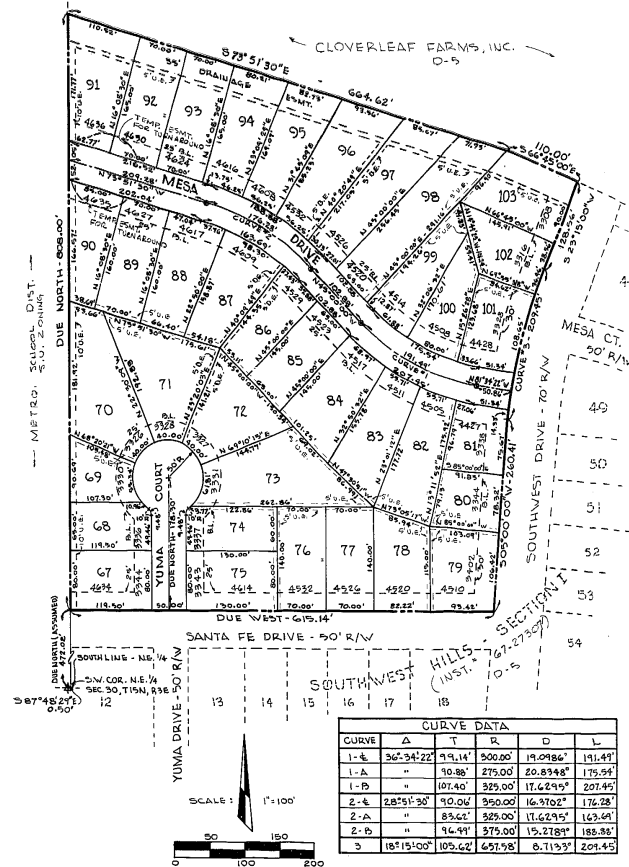
I, Richard M. Stoepelwerth, a registered Land Surveyor, registered in accordance with the laws of the State of Indiana, do hereby certify that the within plat is true and correct and represents a subdivision of a part of the Northeast quarter of Section 30, Township 15 North, Range 3 East, in Marion County, Indiana, being further described as follows:

Commencing at the Southwest corner of said Northeast quarter; thence South 87 degrees 48 minutes 29 seconds East (assumed bearing) upon and along the South line of said quarter section a distance of 0.50 feet to the Southwest corner of Southwest Hills Subdivision, Section I, an addition to Marion County, Indiana, recorded as Instrument No. 67-27307 in the office of the Recorder of Marion County, Indiana; thence due North upon and along the West line of said Southwest Hills, Section I, and parallel to the West line of said quarter section a distance of 472.03 feet to the North right-of-way line of Santa Fe Drive, said point being the point of beginning of this description; thence due North and parallel to the West line of said quarter section a distance of 808.00 feet to a point; thence South 73 degrees 51 minutes 30 seconds East a distance of 664.62 feet to a point; thence South 66 degrees 45 minutes 00 seconds East a distance of 110.00 feet to a point, said point being on the West right-of-way line of Southwest Drive at the North corner of said Southwest Hills, Section I; thence South 23 degrees 15 minutes 00 seconds West a distance of 128.56 feet to the point of curvature of an 8.7133-degree curve to the left, said curve having a central angle of 10 degrees 15 minutes, a radius of 657.38 feet and length of 209.45 feet (this and all subsequent courses follow the West right-of-way line of Southwest Drive and North right-of-way line of Santa Fe Drive in said Southwest Hills, Section I); thence in a Southeasterly direction upon and along said curve to the left a distance of 209.45 feet to the point of tangency; thence South 05 degrees 00 minutes 00 seconds West a distance of 200.41 feet to a point; thence due West a distance of 615.14 feet to the point of beginning, containing in all 10.769 acres, more or less, and subject to all legal highways and rights-of-way.

This subdivision consists of 37 lots numbered consecutively from 67 to 103, both inclusive. The dimensions on the plat for the lots and the widths of streets are shown in feet and decimal parts thereof.

Witness my hand and seal this 26th day of April, 1968.

Richard M. Stoepelwerth
 Richard M. Stoepelwerth
 Registered Land Surveyor No. 10331



SOUTHWEST HILLS SECTION TWO



FINAL APPROVAL
 PLAT COMMITTEE OF
 METROPOLITAN PLAN COMMISSION
 MARION COUNTY, INDIANA
 OCT 2 1968
 PROPER PUBLIC NOTICE OF THE
 HEARING HAS BEEN PUBLISHED
M. B. Bannister
J. M. Gifford
W. C. Thomas

**VOID UNLESS RECORDED
 BEFORE 6-5-70**

RECEIVED FOR RECORD
68 OCT-3 AM 10:15
MARION N. BARTHOLOME
REGISTER OF MARION COUNTY

SOUTHWEST HILLS
SEC. TWO 68 50220

PROTECTIVE COVENANTS

The undersigned Cloverleaf Farms, Inc., by Marshal R. Murphy, Vice-President, and Roy L. Prock, Secretary-Treasurer, owners of the real estate described in the foregoing Land Surveyor's Certificate, do hereby certify that they lay off, plat and subdivide the same in accordance with the within plat. This subdivision shall be known and designated as "Southwest Hills - Section Two."

1. The streets shown and not heretofore dedicated are hereby dedicated to the public as a right-of-way for public streets.
2. All numbered lots in this addition shall be designated as residential lots. Only one single-family dwelling with accessory building shall be permitted on any one lot with the exception of corner lots where two-family dwellings may be permitted. No structure shall exceed two stories in height.
3. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 850 square feet for a one-story dwelling, nor less than 720 square feet for a dwelling of more than one story.
4. 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 setback lines shown on the plat. No dwelling shall be located on any lot nearer than 20 feet to the rear lot line. Minimum side yard shall be four feet with an aggregate of 10 feet. No accessory building shall be located closer to any front or side lot line than the required minimum front and side yard distances for the primary dwelling. No accessory building shall be located closer to any rear lot line than five feet, but in no case shall it encroach upon any easement.
5. No dwelling shall be erected or placed on any lot having a width of less than fifty feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 5,000 square feet for a one-family dwelling or 9,000 square feet for a two-family dwelling.
6. The strips of ground marked "Utility and/or Drainage Easements", shown herein, are hereby reserved for the installation and maintenance of public utility poles, wires, conduits for gas, water, electric and telephone utilities, and sanitary and storm sewer, subject at all times to the proper civil authority and to the specific easement herein reserved. No permanent or other structure shall be erected or maintained upon said easements and all lot owners shall take their title subject to the rights of the utilities and to the rights of the other owners of lots in this subdivision.
7. No trailer, tent, shack, garage, barn or other temporary structure erected or placed in this subdivision shall be at any time used as a residence, temporarily or permanently, nor shall any other structure of a temporary nature be used as a residence.
8. No noxious or offensive trade or activity shall be carried on upon any lot in this subdivision, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No alcoholic beverage or malt or vinous liquor shall be made or sold upon any lot in this subdivision.
9. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the ground shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line 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 property lines extended. The same sight line 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 trees shall be permitted to remain within such distance of such intersection, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines. No boat, camper, or trailer shall be parked within 25' of front property line of any lot.
10. 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.
11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
12. 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 storage or disposal of such material shall be kept in a clean and sanitary condition. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot in this subdivision or on any street thereof.
13. The right of enforcement of these covenants is hereby granted the Metropolitan Plan Commission of Marion County, Indiana, its successors or assigns.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1st, 1993, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless changed by a vote of the majority of the then owners of building sites covered by these covenants and restrictions, which shall remain in full force and effect. The right to enforce these provisions by injunction together with the right to cause removal by due process of law of any structure or any part thereof erected or maintained in violation hereof, is hereby dedicated to the public and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns, except as provided in Covenant 13 above. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Witness our hands and seals this 14th day of Sept. 1968.

CLOVERLEAF FARMS, INC.
Marshal R. Murphy
Marshal R. Murphy, Vice-President
Roy L. Prock
Roy L. Prock, Secretary-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned Notary Public in and for the County and State, appeared Cloverleaf Farms, Inc., by Marshal R. Murphy, Vice-President, and Roy L. Prock, Secretary-Treasurer, and each acknowledged the execution of the foregoing instrument as his voluntary act and deed for the purposes therein expressed.

APPROVED THE 14th
DAY OF SEPTEMBER 1968
AUDITOR OF MARION COUNTY
[Signature]

Witness my hand and Notarial Seal this 14th day of Sept. 1968.

Charles S. Little
Notary Public



My Commission Expires: October 27, 1971

This instrument prepared by Richard M. Stoepelworth, Stoepelworth and Associates, Indianapolis, this 15th day of May, 1968.

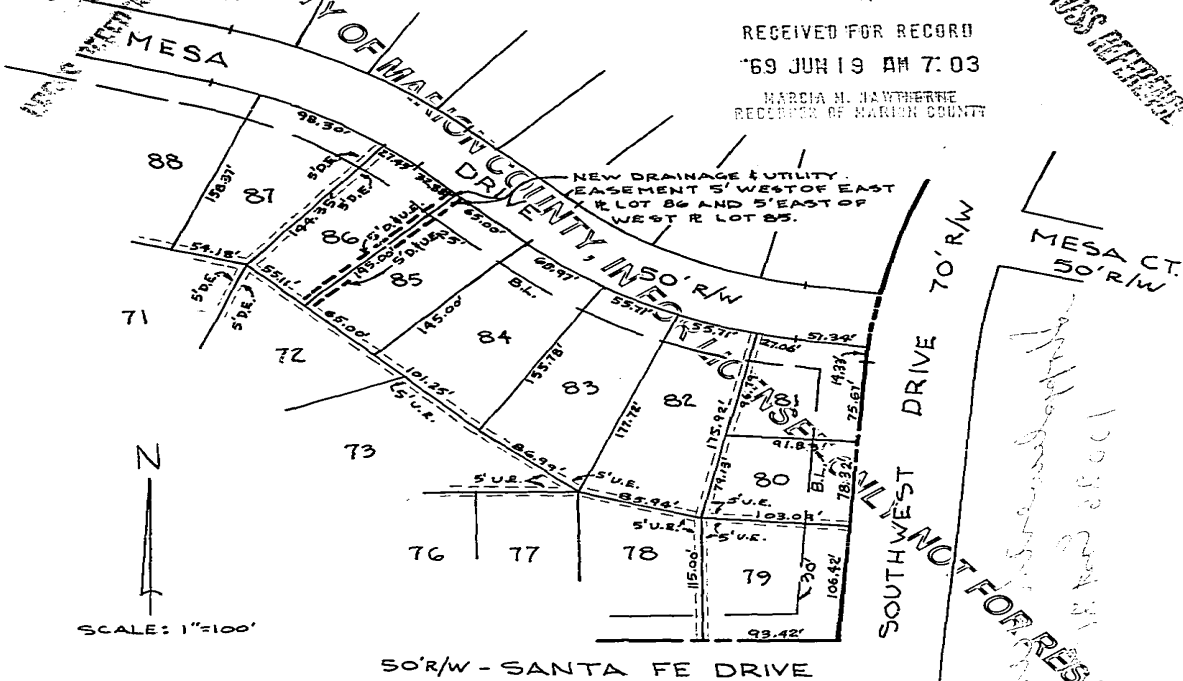
STOEPPELWERTH

CONSULTING ENGINEERS AND ASSOCIATES 69 31878

10026 E. 21ST STREET INDIANAPOLIS, IND. 46229 (317) 894-2110

RECEIVED FOR RECORD '69 JUN 19 AM 7:03

MARCIA M. JANTHERRE RECORDER OF MARION COUNTY



DRAINAGE AND UTILITY EASEMENT DEDICATION Southwest Hills Subdivision, Section II

The undersigned, being owners of Lots 85 and 86 in Southwest Hills Subdivision, Section II, recorded as Instrument No. 68-50220 in the office of the Recorder of Marion County, Indiana, do hereby grant and provide the following easements (shown on the above plat) for the purposes set out in the covenants and restrictions of the said recorded plat.

5 feet by parallel lines off the entire Northwest side of Lot 85 and 5 feet by parallel lines off the entire Southeast side of Lot 86.

In witness whereof, Cloverleaf Farms, Inc., by Haskel W. Prock, President, and Roy L. Prock, Vice-President, and Cloverleaf Builders, Inc., by Hershel R. Murphy, President, and Kenneth W. Jones, Secretary, being owners of the above-described lots have executed this instrument and caused their seals to be affixed hereto this 8th day of May, 1969.

CLOVERLEAF BUILDERS, INC.

CLOVERLEAF FARMS, INC.

<i>Hershel R. Murphy</i>	<i>Kenneth W. Jones</i>	<i>Haskel W. Prock</i>	<i>Roy L. Prock</i>
Hershel R. Murphy, President	K. W. Jones, Secretary	Haskel W. Prock, President	Roy L. Prock, Vice-President

STATE OF INDIANA) COUNTY OF MARION) SS:

Before me, the undersigned Notary Public in and for the County and State, appeared Cloverleaf Builders, Inc., by Hershel R. Murphy, President, and K. W. Jones, Secretary, and Cloverleaf Farms, Inc., by Haskel W. Prock, President, and Roy L. Prock, Vice-President, and each acknowledged the execution of the foregoing instrument as his voluntary act and deed for the purposes therein expressed.

Witness my hand and Notarial Seal this 8th day of May, 1969.

Georgia W. Nuckels
GEORGIA W. NUCKELS, Notary Public
My Commission Expires 9-11-71



This instrument prepared by R. M. Stoepelwerth.

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