



CITY OF BEECH GROVE, INDIANA  
BOARD OF PUBLIC WORKS AND SAFETY  
James W. Johnson  
City Clerk

CITY OF BEECH GROVE, INDIANA  
CITY PLANNING COMMISSION  
James W. Johnson  
Chairman

CITY OF BEECH GROVE, INDIANA  
Richard C. Bottom  
Mayor

RECEIVED  
CITY OF BEECH GROVE, INDIANA  
MAY 14 1956

STATE OF INDIANA  
COUNTY OF HANCOCK  
I, Notary Public, do hereby certify that the foregoing instrument was duly executed and acknowledged before me, the undersigned, a Notary Public in and for said County and State, Mark C. Bottom, his wife, Thera Bottom, unmarried, Nellie L. Bottom, unmarried, Cassius M. Bottom, Jr., and Raymond C. Bottom, his wife, and Marcus Kingan, her husband, on this 11th day of Dec., 1956.

Mark C. Bottom  
Thera Bottom  
Nellie L. Bottom  
Cassius M. Bottom, Jr.  
Raymond C. Bottom  
Marcus Kingan

IN WITNESS WHEREOF, Mark C. Bottom, his wife, Thera Bottom, unmarried, Nellie L. Bottom, unmarried, Cassius M. Bottom, Jr., and Raymond C. Bottom, his wife, and Marcus Kingan, her husband, have executed this instrument and caused its seal to be affixed to this 11th day of December, 1956.

The restrictions, limitations and covenants herein contained constitute all such restrictions, limitations and covenants imposed upon the land by the grantor herein named, and shall be binding upon the heirs, assigns and assigns of the grantor herein named, and shall in no wise affect any of the other provisions herein contained which all remain in full force and effect. The right to enforce the foregoing provisions, restrictions and covenants by injunction or otherwise shall be retained in the grantor herein named, and shall be enforceable by the grantor herein named or his heirs, assigns and assigns, and shall not be subject to termination or release by any act or deed of any party.

There are "easement strips", shown on the within plat which are reserved for the drainage of storm water, and other purposes, and which shall be held in trust for the benefit of the public and to the government, and shall not be subject to termination or release by any act or deed of any party. The right to enforce this provision is hereby declared to be a public and to the government, and shall not be subject to termination or release by any act or deed of any party.

There are "utility strips", shown on the within plat which are reserved for the installation of utility lines, and which shall be held in trust for the benefit of the public and to the government, and shall not be subject to termination or release by any act or deed of any party. The right to enforce this provision is hereby declared to be a public and to the government, and shall not be subject to termination or release by any act or deed of any party.

No structure erected in this addition shall exceed two stories or 30 feet in height, measured from the finished ground level. No structure erected on the within plat and no structure other than one story porch shall be erected on the within plat.

All lots in this addition are reserved for residential use, and no building other than a one family residence shall be erected on any lot in this addition. No residential building shall be erected in this addition which contains less than the square foot gross area specified in the plat.

1862 580

25721

AMENDMENTS AND CONDITIONS TO COVENANTS  
AND RESTRICTIONS FOR SOUTH GROVE ADDITION

The undersigned, Sparks & Russell, Inc., an Indiana corporation, and Contractors Realty Corp., an Indiana corporation, being the owners of all of the lots in South Grove, an Addition to the City of Beach Grove, Indiana, County of Marion, as per plat thereof recorded in Plat Book 30, page 211, in the Office of the Recorder of Marion County, Indiana, hereby amend paragraphs L and M and add new paragraphs N and O to the restrictions, limitations and covenants imposed upon all of the lots in said Addition contained in such plat:

L - LOT AREA AND LOT WIDTH - No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the building set back line nor shall any dwelling be erected or placed on any lot having an area of less than 7200 square feet.

M - TERM. 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 these covenants are recorded, after which time said covenants shall be automatically extended for 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.

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

O - SEVERABILITY. 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.

IN WITNESS WHEREOF, Sparks & Russell, Inc., by Robert Russell, its President, and Wallace Sparks, its Secretary, and Contractors Realty Corp., by William G. Ruffly, its President, and Harry J. Harman, its Secretary, have executed this instrument and caused their seals to be affixed hereto this 14th day of May, 1957.

SPARKS & RUSSELL, INC.

By Robert Russell  
Robert Russell, President

ATTEST:  
Wallace Sparks  
Wallace Sparks Secretary

CONTRACTORS REALTY CORP.

By William G. Ruffly  
William G. Ruffly, President

ATTEST:  
Harry J. Harman  
Harry J. Harman, Secretary

INDIANA  
COUNTY OF MARION } SS:

Personally appeared before me Robert Russell and Wallace Sparks, President and Secretary, respectively, of Sparks & Russell, Inc., and William G. Ruffly and Harry J. Harman, President and Secretary, respectively, of Contractors Realty Corp., and acknowledged the execution of the above and foregoing instrument as their voluntary act and deed for the purposes therein expressed, this 14th day of May, 1957.

My Commission Expires:  
June 8, 1959

Louise I. Myers, Notary Public  
Notary Public

1957 JUN 8 10 34 AM