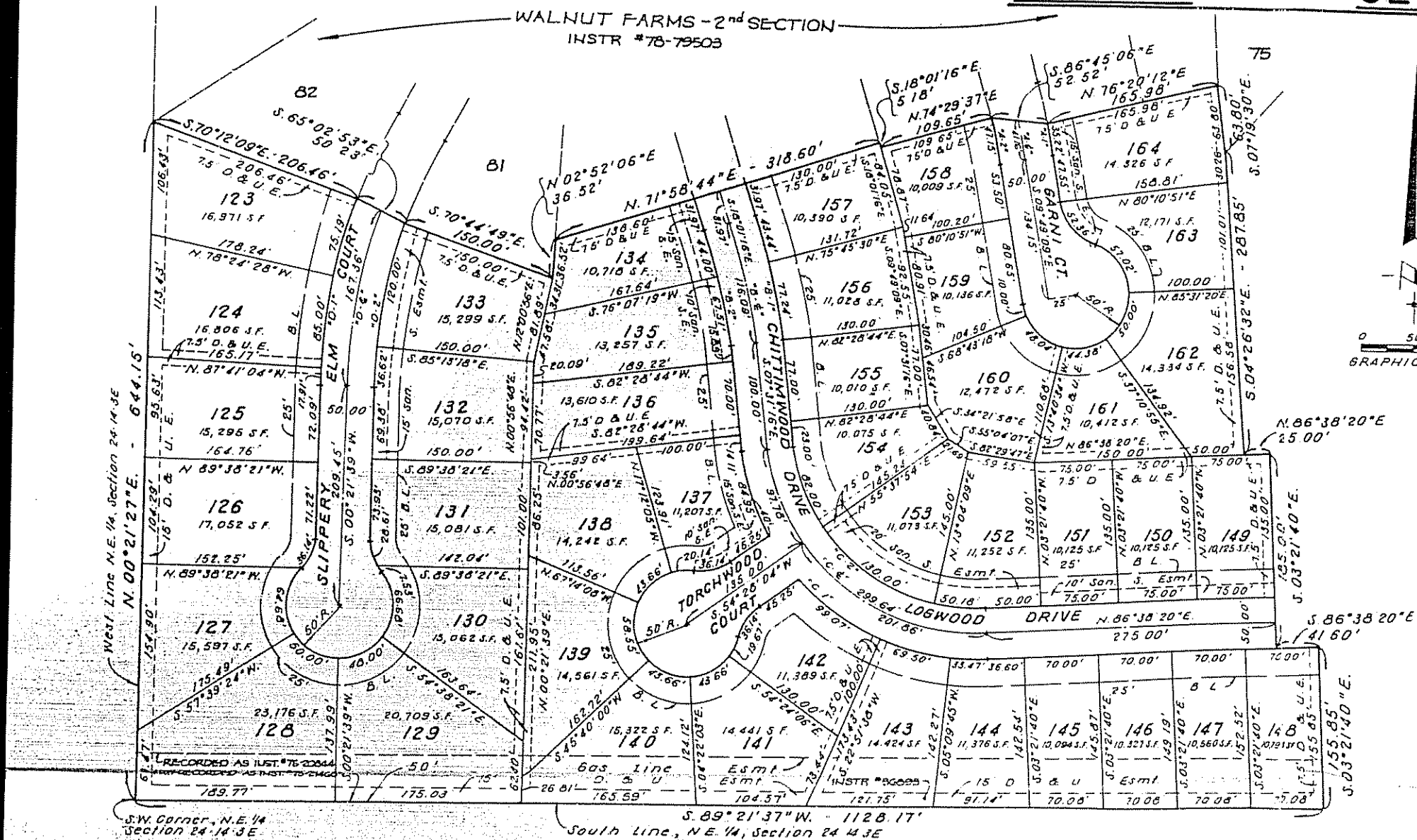


WALNUT

FAR

FOURTH

SECTION



LOT CURVE DATA				
LOT NO.	L.	CD.	CD. BRG.	
123	75.19'	75.12'	S.15°41'41"W.	
124	85.00'	84.91'	S.06°57'14"W.	

RIW & ST. E CURVE DATA					
CURVE	A	R	T	L	CD.
"A" E	03°50'38"	525.00'	17.62'	35.22'	35.72'
"A" E	04°43'01"	500.00'	20.59'	41.16'	41.16'

HOUSE NUMBER SCHEDULE		
LOT NO.	HOUSE	STREET
123	8414	SLIPPERY ELM COURT
124	8424	SLIPPERY ELM COURT

L 30686

ARMS

81 30686

RECEIVED IN ROAD
LUG 2 1951
RECORDS

MAY 20 9 16 AM '51

NOTION

I, the undersigned, a Registered Land Surveyor in the State of Indiana, do hereby certify that the within plat represents a survey and subdivision into lots and streets a part of the Northeast Quarter of Section 24, Township 14 North, Range 3 East in Perry Township, Marion County, Indiana, the perimeter of which is described as follows:

Beginning at a stone marking the Southwest corner of the Northeast Quarter of Section 24, Township 14 North, Range 3 East, thence North 00 degrees 21 minutes 27 seconds East (assumed bearing) on the West line of said Northeast Quarter 644.15 feet to the Westernmost corner of Lot #82 in Walnut Farms, Second Section, as per plat thereof, recorded in the Office of the Recorder of Marion County, Indiana, as Instrument #78/79503; (the following ten (10) courses and distances being on the Southerly boundary of said Walnut Farms-Second Section) 1) thence South 70 degrees 12 minutes 09 seconds East 206.40 feet plat (206.46 feet measured) to the Southeasterly corner of said Lot #82; -) thence South 65 degrees 02 minutes 53 seconds East 50.23 feet to the Westernmost corner of Lot #81 in said Walnut Farms; 3) thence South 70 degrees 44 minutes 49 seconds East 150.00 feet; 4) thence North 02 degrees 52 minutes 06 seconds East 36.52 feet; 5) thence North 71 degrees 58 minutes 44 seconds East 318.60 feet; 6) thence South 18 degrees 01 minutes 16 seconds East 5.18 feet; 7) thence North 74 degrees 29 minutes 37 seconds East 109.65 feet; 8) thence South 86 degrees 45 minutes 06 seconds East 52.52 feet; 9) thence North 76 degrees 20 minutes 12 seconds East 165.98 feet; 10) thence South 07 degrees 19 minutes 30 seconds East 63.80 feet to the Southermost corner of Lot #75 in said Walnut Farms; thence South 04 degrees 26 minutes 32 seconds East 287.85 feet; thence North 86 degrees 38 minutes 20 seconds East 25.00 feet; thence South 03 degrees 21 minutes 40 seconds East 185.00 feet; thence North 86 degrees 35 minutes 20 seconds East 41.60 feet; thence South 03 degrees 21 minutes 40 seconds East 155.85 feet to the South line of said Northeast Quarter; thence South 89 degrees 21 minutes 37 seconds West on said South line 1128.17 feet to the place of beginning, containing 14.74 acres, more or less.

100
SCALE

Subject to an easement for the right-of-way of an underground pipe line granted to ARCO Pipe Line Company, per Modification Agreement, recorded as Instrument #75/20644 and rerecorded as Instrument #75/21468.

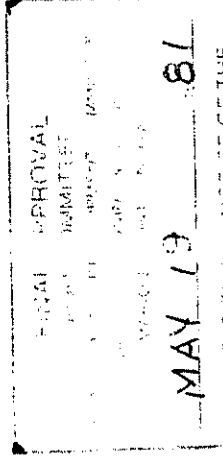
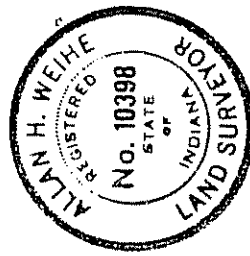
Subject also to an easement granted to Indiana Bell Telephone Company recorded as Instrument #36893 in Deed Record 1861, page 67.

Subject further to all other legal easements and rights-of-way.

This subdivision consists of 42 lots, numbered from 123 through 164, both inclusive, with streets as shown hereon. The size of the lots and width of street rights-of-way are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 17th day of February, 1951.

Allan H. Weihe
Allan H. Weihe, Reg. L.S.-Indiana #10398



MAY 20 1951

WALNUT FARM

The undersigned, The Jonathan C. P. Inc., by Thomas D. [redacted] being the owners of record of the subject real estate, do hereby lay off, [redacted] and subdivide into [redacted] within plat. The following restrictions, limitations and covenants are hereby imposed upon the plat contained in such plat.

This subdivision shall be known and designated as **WALNUT FARMS, FOURTH** [redacted] in Marion County, Indiana. All streets and alleys shown on the plat are hereby dedicated to the public.

Front and side building lines are established as shown on this plat. No fence or wall shall be erected on any lot between the street and the property line at elevations between 2' and 6' feet above the street. No fence or wall shall be erected on any lot within a triangular area formed by the street property lines and a street line, or in the case of a rounded property line, within 10 feet of the street line. The following limitations shall apply to any lot within 10 feet of a street, alley, driveway, or easement: such distance of such intersection unless a foliage line is maintained at sufficient height to prevent [redacted] such sight lines.

There are strips of ground as shown on this plat reserved for gas and utility easements, reserved for the proper authorities and to the easement holder, for water, gas, electric, telephone, and other utilities, subject at all times to be maintained upon said strips of land, but covered by the plat. The easement holder shall take their titles subject to the right of the public utilities.

All lots in this subdivision are reserved for residential use, and no building other than a one-family residence, structure or facility accessory in use thereto shall be erected thereon.

No double or multi-family residences shall be constructed within this subdivision.

The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than twelve hundred (1200) square feet in the case of a one-story structure, nor less than eight hundred (800) square feet in the case of a multiple story structure.

All residential lots platted within this Section of Walnut Farms shall have a minimum lot area of ten thousand (10,000) square feet and that the provisions of the Subdivision Control Ordinance permitting a reduction of total lot area in twenty percent (20%) of such lots shall not be applicable to reduce the aforesaid minimum lot area in any of these lots.

Protective screening areas are established as shown on the above plat. Planting fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of lots to form an effective screen for protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the areas shall be permitted except for the purpose of installation and maintenance of screening, utilities or drainage facilities.

In the event storm water drainage from any lot or lots flows across another lot, provisions shall be made to permit such drainage to continue, without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, bred, or maintained for commercial purposes.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and it shall not be used, except in sanitary containers. Trash may be burned only in suitable incinerators during the hours as set forth by Marion County Ordinance.

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then the Developer may take such action as it deems appropriate in order to make the lot neat and attractive, and the owner shall upon demand reimburse the Developer for the expense incurred in so doing.

All residences constructed within this subdivision which are single story shall have exterior walls of masonry or cedar, exclusive of porches and garages, and that all two story residences or split level residences shall have a minimum of fifty percent (50%) masonry on all exterior walls, exclusive of porches and garages.

All residences constructed within this subdivision shall have two car garages attached to the said residences and all driveways shall be completely surfaced with either asphalt or concrete.

The foregoing covenants, (or restrictions) are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date of this plat, at which time said covenants, (or restrictions), shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the buildings covered by these covenants, or restrictions, in whole or in part, invalidation of any one of the foregoing covenants or restrictions, by judgment or court order shall in no wise affect any of the other covenants or restrictions, which shall remain in full force and effect. Right of enforcement of these covenants is hereby granted to the Metropolitan Development Commission its successors or assigns.

The right to enforce these provisions by injunction, together with the right to cause the removal, by the process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public and shall be enforceable by the public.

street lines, or in the case of a rounded property connect the intersection of the street lines extended. The sight line limitations shall apply to any lot within 10 feet of the intersection of a street line with the edge of a driveway, pavement or alley line. No tree shall be permitted to be planted within such distance of such intersection unless foliage line is maintained at sufficient height to prevent interference with such sight lines.

There are strips of ground as shown on the plat reserved for the installation of utility easement, reserved for the public utilities for the installation of water, gas, electric, telephone, cable, posts, poles and wires, subject at all times to the proper authorities and to the easement holder's right to erect, install, maintain or other structures are to be erected or maintained upon said strips of land, but covenants shall not be construed to prevent the utility companies from exercising their right of the public utilities.

All lots in this subdivision are reserved for residential use, and no building other than a one-family residence structure or facility accessory in use thereto shall be erected thereon.

No double or multi-family residences shall be constructed within this subdivision.

The ground floor area of the main structure, exclusive of one-story porch, porches and garages, shall be not be less than twelve hundred (1200) square feet in the case of a one-story structure, nor less than eight hundred (800) square feet in the case of a multiple story structure.

All residential lots platted within this Section of Warren Farms shall have a minimum lot area of ten thousand (10,000) square feet and that the provisions of the Subdivision Control Ordinance permitting a reduction of total lot area in twenty percent (20%) of such lots shall not be applicable to reduce the aforesaid minimum lot area in any of these lots.

Protective screening areas are established as shown on the above plat, and shall be maintained throughout the entire length of such areas by the owner or owner of lots at their own expense to form an effective screen for protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the areas shall be permitted except for the purpose of installation and maintenance of screening, utilities or drainage facilities.

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No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and it shall not be kept, except in sanitary containers. Trash may be burned only in suitable incinerator during the hours as set forth by Marion County Ordinance.

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then Developer may take such action as it deems appropriate in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer for the expense incurred in so doing.

All residences constructed within this subdivision which are single story shall have exterior walls of masonry or cedar, exclusive of porches and garages, and that all two story residences or split level residences shall have a minimum of fifty percent (50%) masonry on all exterior walls, exclusive of porches and garages.

All residences constructed within this subdivision shall have two car garages attached to the said residences and all driveways shall be completely surfaced with either asphalt or concrete.

The foregoing covenants, (or restrictions) are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date of this plat, at which time said covenants, (or restrictions), shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the buildings covered by these covenants, or restrictions, in whole or in part. Invalidation of any one of the foregoing covenants or restrictions, by judgment or court order shall in no wise affect any of the other covenants or restrictions, which shall remain in full force and effect. Right of enforcement of these covenants is hereby granted to the Metropolitan Development Commission, its successors or assigns.

The right to enforce these provisions by injunction, together with the right to cause the removal, by the process of law, of any structure or 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.