



DAVID BRENTON'S TEAM

RE/MAX Select, REALTORS

48 N Emerson Ave Suite 600 Greenwood, IN 46143-8895

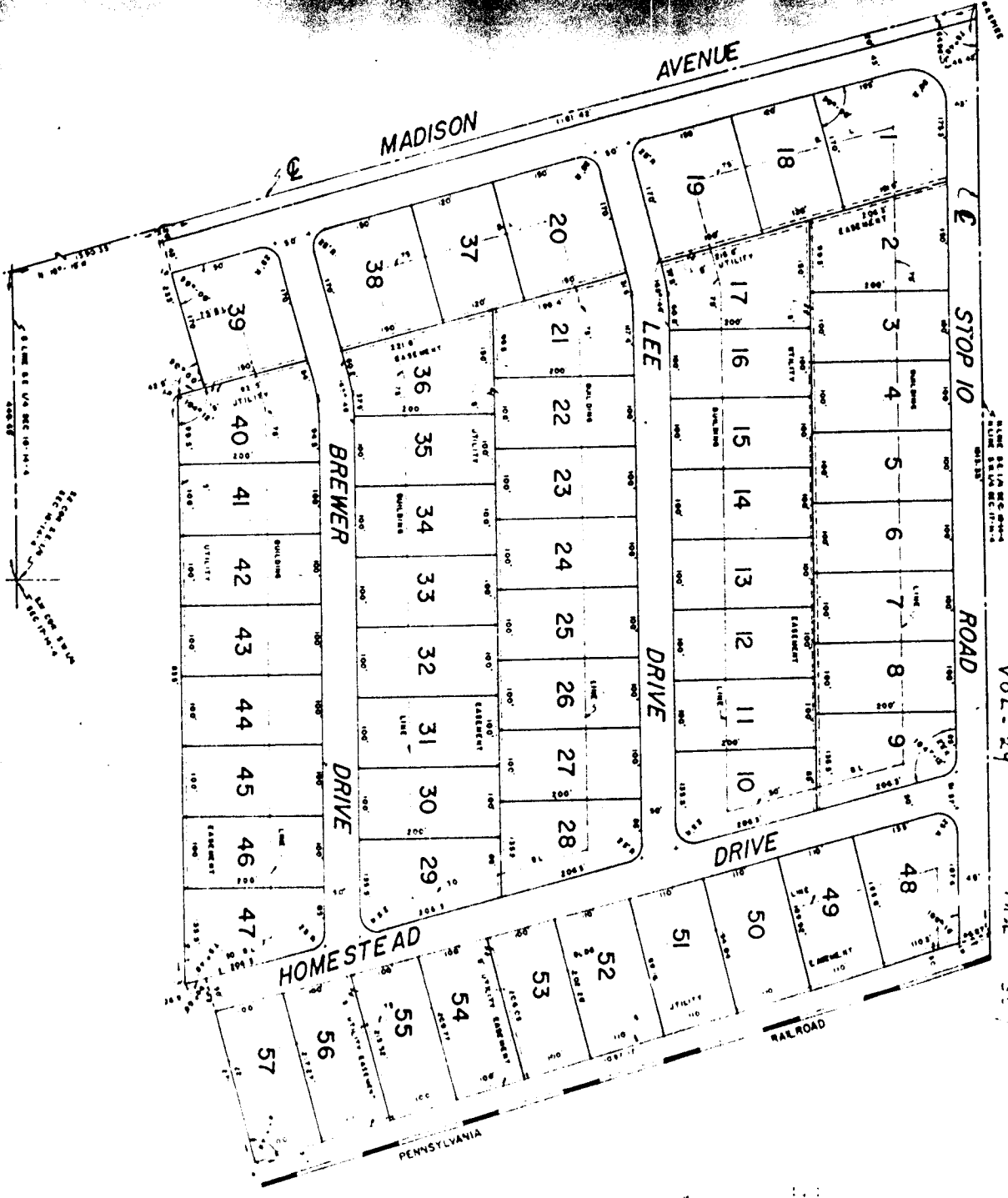
(317) 882-7210 Office • (317) 888-7201 Fax

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The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

The information is deemed reliable, but not guaranteed.

LEE L EELAND HEIGHTS



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We, the undersigned, hereby certify this plat to be true and correct representing a subdivision of part of the South East Quarter of Section 18, Township 14 North, Range 4 East, and part of the South West Quarter of Section 17, Township 14 North, Range 4 East, Marion County, Indiana, being more particularly described as follows:

Commencing at the South East corner of the South East Quarter of said Sec. 18-14-4; running thence West along the South line of said 4 Sec. 440.65 feet to the center line of Madison Ave. or State Road 431; thence on a bearing North 15 degrees 15 minutes West and along the center line of Madison Ave., a distance of 1590.35 feet to the beginning point of this description; running thence Northwesterly along the center line of Madison Ave., 1181.42 feet to the North line of the South East Quarter of said Sec. 18-14-4; thence East along the North line of Sec. 18-14-4 and of Sec. 17-14-4, a distance of 1313.33 feet to the Westerly right-of-way line of the Penn. R.R.; thence Southeasterly along said R/W line 1097.17 feet; thence Southwesterly making an interior angle of 87 degrees 48 minutes, a distance of 271 feet; thence Southeasterly making a 90 degree angle, a distance of 26.9 feet; thence West making an interior angle of 75 degrees 48 minutes, a distance of 835 feet; thence Northwesterly making an interior angle of 104 degrees 12 minutes, a distance of 42.5 feet; thence Southwesterly making a 90 degree angle a distance of 233 feet to the point of beginning, containing in all 33.31 acres more or less. Subject to all legal highways and/or rights of way.

This subdivision consists of 57 lots, numbered from 1 to 57, both inclusive, with streets as shown hereon. The size of the lots and widths of the streets are shown on this plat in figures denoting feet and decimal parts thereof.

Witness our signatures this 27 day of July, 1955.



C. F. Kortepeter
Registered Engineer No. 1793
State of Indiana



Robert Schmersch
Registered Surveyor No. 3907

We, the undersigned, Otho L. Booher and Ruth E. Booher, husband and wife, the owners of the above described real estate, hereby certify that we do hereby lay off, plat and subdivide the same in accordance with this plat and certificate. This subdivision shall be known and designated as LESLAND HEIGHTS, 1st Section.

The streets if not heretofore dedicated, are hereby dedicated to public use.

There are strips of ground 5 feet in width as shown on this plat which are hereby reserved for use of public utilities, for installation and maintenance of poles, wires, mains, ducts, drains and sewers, subject at all times to the authority of the proper civil officers and to the easements herein reserved. No permanent or other structure shall be erected or maintained on said strips, but such owners shall take their titles subject to the rights of such public utilities and to the rights of owners of other lots in this subdivision, for ingress and egress, in, along, across, and through the several strips so reserved. Fences may be erected on said strips.

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 lot herein other than one single family dwelling, not to exceed 2 stories in height, and a private garage for not more than 3 cars, and residential accessory buildings.

No hotel, boarding house, double house, mercantile building, factory building, or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.

No building, structure, or appurtenance thereto, except fences shall be located within 15 feet of any side lot line, except where buildings are built upon more than one single lot, then this restriction shall apply to the side lot lines of the extreme boundaries of the multiple lots. No residence buildings shall be erected or maintained nearer than 20 feet or 15% of the lot frontage, whichever is the lesser, to any lot or property line upon which it is situated, including attached garages.

No trailers, shacks, or out houses of a permanent nature shall be erected or situated on any lot except during the period of construction of a proper structure and for use by the builder for his material and tools.

Building lines as shown on this plat in feet back from the street property line are hereby established, between which line and the street property line there shall be erected or maintained no structure of any kind or part thereof other than a one story open porch.

No residence having a ground 1200 square feet or less shall be erected on said lots. On said lots a ground floor for a one story of stone, brick shall be in ready cut, or lot herein. A occupied. But whole or in an ture shall be have been subdivided lots on which

Private water maintained to are approved

No noxious trade nor shall any to the neighbor

If the parties attempt to violate herein, it shall to prosecute a violating or from doing so.

The foregoing shall remain in said covenants years, unless division, it

Invalidation conditions by judicial provisions whi

Witness my hand

State of Indiana
County of Marion

Personally appeared the persons of the the foregoing purpose therein

Witness my hand

My commission

No residence shall be erected or maintained on any lot or lots in this subdivision having a ground floor area exclusive of open porches and garages of less than 1200 square feet in the case of a one story structure or 900 square feet in the case of a 1 1/2 or 2 story structure, except on lots 49 through 57, both inclusive. On said lots 49 through 57, it shall be permitted to construct a residence having a ground floor area, exclusive of open porches and garages, of 900 square feet for a one story structure. The exterior of all dwellings and garages shall be of stone, brick or new wood or any portion or combination of such materials and shall be in keeping with the development of the community. No prefabricated, ready cut, or manufactured block dwellings or garages shall be constructed on any lot herein. All dwellings must be fully completed on the outside before being occupied. Building paper or other similar materials shall not constitute in whole or in any part the outside finish of any building. No building or structure shall be erected or maintained on any lot in this subdivision until plans have been submitted and approval given in writing by the owners of the lot or lots on which it is to be constructed.

above mentioned

Private water supply and/or sewage systems may be located, constructed and maintained to serve any building lot in this subdivision, provided said systems are approved in writing by the proper public and/or civil authorities.

No noxious trade or activity shall be carried on upon any lot in this subdivision, nor shall anything be done herein which may become an annoyance or a nuisance to the neighborhood at large.

If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants, restrictions, provisions or conditions herein, it shall be lawful for any person owning real estate in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and to prevent him or them from doing so, or to recover damage or other dues for such violation.

The foregoing restrictions, covenants, and provisions shall run with the land and shall remain in full force and effect until January 1st, 1980, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by vote of the majority of the then owners of the lots in this subdivision, it is agreed to change said covenants in whole or in part.

Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Witness my signatures this 10th day of August 1955:

John W. Bonner (husband) Ruth M. Bonner (wife)

Fourth August 55

Frank J. American
- Fred H. Plann

State of Indiana:
County of Marion: S 3

Personally appeared before me, a notary public, in and for said County and State, persons of the above signatures, who separately acknowledged the execution of the foregoing instrument as their voluntary act and deed for the use and purpose therein expressed, and affixed their signatures thereto.

Witness my hand and seal this 10th day of Aug 1955.
My commission expires October 14, 1957.

Elvie J. Smock
Notary Public

RECORDED AT 2:55
MARION COUNTY, INDIANA
OCT 10 1955

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