Covenants

For

Forest Glen Sub.

Plat ccl's only

4 pages

Hamilton County
DESCRIPTION OF TRACT PLATTED

A part of the east half of the southwest quarter of the west quarter of Section 7, Township 17 North, Range 4 East, Hamilton County, Indiana, further described to-wit:

Beginning at the northeast corner of said quarter section; running thence south along the east line of the quarter section 1335.7 feet to the south line of said quarter section; then running west along the south line 651.9 feet to a point twenty of the southwest corner of the east half of the quarter section; thence north parallel to the line dividing the quarter section 1300.8 feet, thence east along the north line of the quarter quarter section 654.3 feet to the place of the corner containing 20 acres, more or less.

I certify that I have surveyed and staked the above subdivision this 25th day of August, 1956.

[Signature]

CIVIL ENGINEER

The undersigned, James A. Bays and Hannah Bays, husband and wife, owners of the above described real estate, hereby certify that we lay off, plat and subdivide the same in accordance with this plat. This subdivision shall be known as "Forest Glen Subdivision".

The streets on the plat not heretofore dedicated are hereby dedicated for public use as public streets including an additional ten feet adjacent to the East line of Lincoln Boulevard as the same was dedicated, as shown on the plat herein. Such streets shall be of the hard top construction and shall meet the specifications of the county Board of Commissioners.

All lots in this addition shall be used for residential purposes only. No such family dwelling may be erected in this addition. Only one family dwelling with auxiliary buildings may be erected or maintained on any one of said lots.
In this addition shall have less than twelve hundred (1200) square feet of ground floor area, exclusive of open porches and garages. No one and one-half or two story dwelling erected on any lot in this addition shall have less than eight hundred fifty (850) square feet of ground floor area, exclusive of open porches and garages.

A private water supply and/or sewer disposal system may be located, constructed and maintained at each individual lot owner's expense, provided said systems meet the approval of the Board of Health. Septic tank absorption fields shall be located, constructed and maintained as per the Board of Health. No visibility of any type shall be permitted on any lots in this addition.

Building lines are hereby established as shown on this plat in feet back from the street property lines, between which lines and the street property lines the buildings shall be erected or maintained as structure of any kind or place thereof on any one story open porch. No structure of any kind shall be erected upon the rear lot line of any lot in this addition as measured between the street line structure and the side lot lines shall be at least thirty (30) feet for any lot in this addition.

There are strips of ground seven and one-half (7 1/2) feet in width off the rear of adjoining lots including a fifteen foot extension of said strips into Lot 1. If Lot 2, fifteen feet in width off the rear of the lots on the east side of this plat, as shown on the plat, are hereby reserved for use of public utilities for installation and maintenance of poles, mains, lines, wires, ducts, drains and sewers subject at all times to the authority of the proper civil officers and to the easement herein reserved. No permanent or other structure shall be maintained on said strips, and such lot owners shall take their titles subject to the rights of such utilities and to the rights of the owners of the other lots in this addition for access and ingress to, along, across and through the several strips so reserved.

There are also hereby reserved two fifteen (15) foot drainage easements consisting of strips of ground seven and one-half (7 1/2) feet in width off Lot 22 and 27 at their common line lot and off of Lots 24 and 26 at their common lot line as shown on the plat hereby.

No trailer, tent, shack, basement without complete dwelling thereon, barn or any other accessory building or temporary structure shall be erected on any lot in this addition, nor shall anything be done thereon which shall become a nuisance to the neighborhood.

No building or other structure shall be erected, placed or altered on any lot in this addition until the building plan, specifications and plot plan showing the location of all such contemplated or altered structures shall have been approved in writing by a majority of the committee comprised of the President, Vice President and Secretary of Forest Glen Realty Corporation. Officers of the corporation whose officers have the right to file this certificate and plat is Kenneth P. McConkey, Victor R. Hagen, Vice-President and John J. Wallen, Secretary.

The foreast committee shall act to approve or disapprove any such design or location of any proposed or other structure or the location of such building or other structure or the making of any such easement. The completed plans have been submitted to the committee and the committee has approved the same. The certificate and plat is signed by the undersigned in the presence of the undersigned in the presence of such committee and shall serve until January 1, 1961, at which time the then record owners of a majority of the Lots in the addition may designate in writing their authorized representatives who shall have the same powers subject to the same limitations as are herein in the aforesaid committee.

The right to enforce the foregoing provisions, restrictions and covenants by injunction, specific execution and devise or by suit for the recovery of any sum of money due hereunder by purchase, sale, assignment or otherwise, is hereby reserved, preserved and dedicated to the several owners of the lots in this addition, and their heirs and assigns, who shall be entitled to such relief with attendance thereon, without being required to show a variance of any kind to such owner or owners by or through any such violation or attempted violation.

Inviolable by or any person, firm or corporation who shall in any way violate any or each clause hereof, which shall remain in full force and effect all of the above restrictions, agreements and covenants shall be considered real covenants and agreements, and the person or corporation hereinafter mentioned, and any assignee or successors, in the execution of his hand to his name and shall run with the land.

Witness our signatures the seventh day of June, 1956. 
STATE OF

COUNTY OF

Before me, the undersigned, a Notary Public in and for said County of the State, personally appeared James A. Bays and Hannah Bays, husband and wife, and each separately and severally acknowledged the execution of the instrument plat and certificate as his and her voluntary act and deed for the terms therein expressed and affixed their signatures thereto.

Witness my signature and Notarial Seal this ___ day of __________ 19__.

Notary Public

My commission Expires:

Approved this ___ day of __________ 19__

by Hamilton County Court Commissioner

Attorney for Hamilton County

Approved this ___ day of ___ 19__

by Board of County Commissioners for Hamilton County.

Walter J. Hubler

Wiley F. Williamson