



120
YEARS OF SERVICE
LOOKING AHEAD

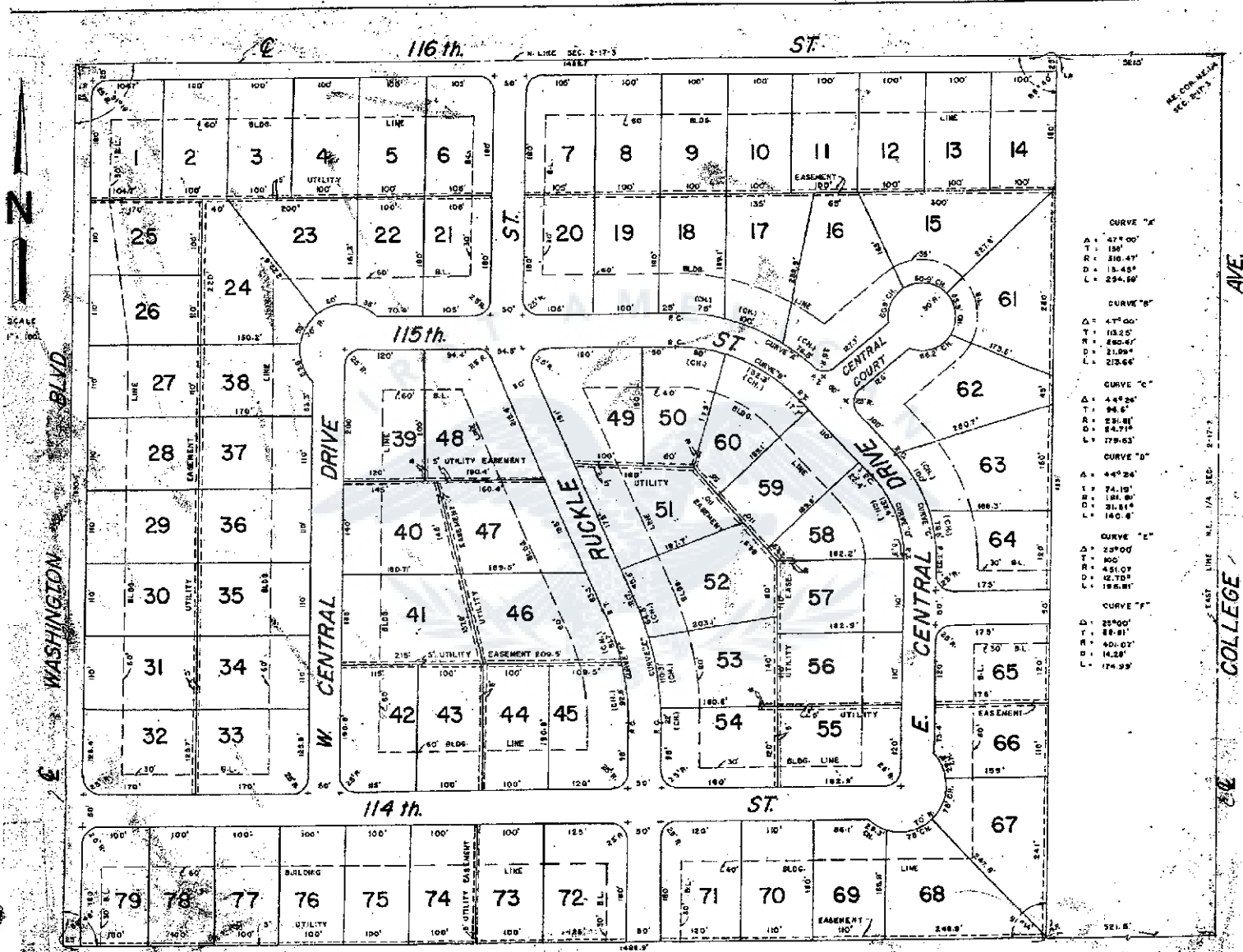
Not Just for One Transaction, But for Life

First American Title Insurance Company
Indianapolis Downtown—Corporate
251 E. Ohio Street, Suite 200
Indianapolis, IN 46204
Telephone (317) 684-7556

Subdivision Covenants and Restrictions

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.

Legal description for the ground on which the building is located as shown on the plan of 11/14/95



CURVE "A"			
Δ	47° 00'		
T	130'		
D	15.45°		
L	234.56'		
CURVE "B"			
Δ	47° 00'		
T	132.25'		
R	400.47'		
D	21.09°		
L	235.64'		
CURVE "C"			
Δ	44° 26'		
T	94.6'		
R	230.81'		
D	24.71°		
L	179.63'		
CURVE "D"			
Δ	44° 26'		
T	74.10'		
R	181.86'		
D	15.81°		
L	140.8'		
CURVE "E"			
Δ	25° 00'		
T	88.81'		
R	601.07'		
D	16.28°		
L	174.99'		

*9537032
11/14/95*

NORTHERN HEIGHTS

SEE PLAN FOR 50' UTILITY ANCHOR EASEMENT

1. the undersigned, hereby certify this plat to be true and correct representing a subdivision of part of the North East Quarter of Section 2, Township 17 North, Range 3 East, Hamilton County, Indiana, being more particularly described as follows:

Beginning at a point on the North line of said 2 Sec., distant 521.5 feet West of the N.E. corner of said 4 Sec.; running thence South parallel with the East line thereof a distance of 1311 feet to the South line of the North half of said N.E. 1/4 Sec.; thence West along said South line 1488.9 feet to a point; thence North a distance of 1330.6 feet to the North line of said 4 Sec.; thence East along said North line a distance of 1489.7 feet to the point of beginning, containing in all 15.46 acres more or less. Subject to all legal highways and or rights of way.

This subdivision consists of 79 lots numbered from 1 to 79, both inclusive, with streets as shown hereon. The size of the lots and widths of the streets as shown on this plat in figures denoting feet and decimal parts thereof.

Witness my signature this 12 day of August, 1955.

Robert Scherachal

Robert Scherachal
Registered Surveyor No. 3907
State of Indiana

We, the undersigned, Clarence J. Hamant and Ida B. Hamant, husband and wife, owners of the above described real estate, hereby certify that we do hereby lay out, plat and subdivide the same in accordance with this plat and certificate. This subdivision shall be known and designated as NORTHERN HEIGHTS.

The streets shown on this plat, if not heretofore dedicated, are hereby dedicated to public use, and all streets shall be graded and constructed to the specifications set up by the Hamilton County Road Commissioners, by and at the expense of the developers of this subdivision.

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 authorities 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 title 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, other than a detached, single family dwelling, and a private garage for not more than three cars, and residential accessory buildings.

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 1000 square feet in the case of a 1 1/2 or 2 story structure. The exterior of all dwellings shall be of stone, brick, or new wood or any portion and combination of such materials, and shall be in keeping with the development of the community. 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 of the outside finish of any building.

No residential building shall be erected on any building plot in this subdivision until the building plans and specifications have been approved in writing as to the conformity and harmony of external design with existing structures in this subdivision, by an architectural committee composed of Clarence J. Hamant and/or Jack Dyer or a representative or representatives designated by them. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

No fence, shrubbery or hedge shall be erected on or along any lot line nor any lot, the purpose of which will be to obstruct reasonable vision, light and air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence shall be erected between the front property lines and the building set-back line other than a fence of a decorative nature and not exceeding three feet in height.

No building, structure or appurtenance thereto, except fences shall be located within 5 feet of any side lot line, except where buildings are built upon more than one single lot. When 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 15 feet or 15% of the lot frontage, measured at the building set-back line, whichever is the lesser, to any lot or property line upon which it is situated, including attached garages.

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.

Private water supply and/or sewage system must 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 hotel, boarding house, double house, mercantile building, factory building, or other buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision. No house trailers shall be permitted in this subdivision.

No farm animals shall be permitted on any lot or lots in this subdivision and no pets or domestic animals for commercial purposes kept thereon. The use of streets and/or lands in this subdivision for bridal paths is hereby prohibited.

No noxious trade or activity shall be carried on upon any lot in this subdivision, nor shall anything be done hereon which may become a nuisance 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 covenant, 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 August 12, 1965, 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 judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

Witness our signatures this 12th day of August, 1955.

Clarence J. Hamant
Clarence J. Hamant
(Husband)

Ida B. Hamant
Ida B. Hamant
(Wife)

State of Indiana--
County of Hamilton--SS

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 12th day of August, 1955.

My commission expires 12/31/1956

Notary Public
Notary Public

C E R T I F I C A T E S

Under authority provided by CHAPTER 174- Acts of 1941 enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and ordinances adopted by the Board of County Commissioners of the County of Hamilton, Indiana, this plat was given approval by the County of Hamilton as follows:

Approved by County Plan Commission at a meeting held 5/11/55

Under authority provided by Chapter 47 Acts of the General Assembly of Indiana of 1951 this plat was given approval by the Board of County Commissioners of Hamilton County, Indiana, at a meeting held 8/12/55

Board of County Commissioners

Robert Scherachal
Notary Public

12/31/56

Notary Public
Notary Public