

HIGHLAND SPRINGS - SECTIONS 2 and 5
RESTRICTIVE COVENANTS

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The undersigned, owner(s) of the above described real estate, hereby certify that they do lay off, plat and subdivide the same in accordance with this plat and certificate.

This subdivision shall be known and designated as HIGHLAND SPRINGS - SECTIONS 2 and 5

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

There are strips of ground of varying width as shown on this plat and marked Drainage & Utility Easements which are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines, and wires, subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title subject to the rights of the public utilities, said rights also including the right of ingress and egress, in, along, across, and through said utility easements, and to the rights of owners of the other lots in this subdivision.

Building set-back lines are hereby established on this plat, between which lines and the property lines of the street, shall be erected or maintained no building or structure.

No building, structure, or accessory building shall be erected closer to the side of any lot than 15', nor closer than 20' to the rear of any lot, except fences. Where buildings are erected on more than one single lot these restrictions shall apply to lines of the extreme boundaries of the multiple lots.

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 residential lot herein, other than one detached single-family dwelling not to exceed two and one-half stories in heights, and a private garage for more than three cars and residential accessory buildings.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,800 square feet in the case of one-story structure, nor less than 900 square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of 1,800 square feet of finished and liveable floor area.

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

No trailers, shacks or outhouses of any kind shall be erected or situated on any lot herein, except that for use by the builder during the construction of a property structure.

No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision.

No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

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

No private, or semi-private water supply and/or disposal system may be located upon any lot in this subdivision, which is not in compliance with regulations or procedure as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or any other method of sewage disposal shall be located or constructed on any lot or lots herein except as approved by said health authority.

No building shall be erected, placed or altered on any building plat in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by a committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member(s) shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans if approved by the appropriate local agencies. Neither the committee members or the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 2005 at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless a vote of a majority of the then owners of the lots in the subdivision it is agreed to change said covenant in whole or in part. Right of enforcement of these covenants is hereby granted to the Noblesville Plan Commission, its successors or assigns. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

In Witness thereof, the Owner (s) of the above described real estate have hereunto caused their names to be subscribed.

OPPORTUNITY OPTIONS, INC.

David A. Carter
David A. Carter
Attorney in Fact
Robert L. Parsons
Warren E. Stubbins
Mary J. Stubbins

County of Marion)
State of Indiana) SS

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the above and acknowledged the execution of this instrument as their voluntary act and deed and affixed their signatures thereto. Witness my signature and seal this 1 day of September, 1980.

My commission expires: November 9, 1980

Jacqueline K. Evans
Notary Public

DULY ENTERED FOR TAXATION
19th day November 1980
Barbara J. Jennings Auditor
Hamilton County

RECEIVED FOR RECORD
AT 3:50 O'CLOCK P.M.
NOV 19 1980
BOOK 8 PAGE 145
Mary H. Clarke
RECORDER HAMILTON COUNTY, INDIANA

This Instrument prepared by R. M. Stoepelwerth.

SHEET NO. 2
OF 2 SHEETS
JOB NO. 4759

DATE: 9-18-80
MARKED BY: [blank]
REVISIONS BY: [blank]

STOEPPELWERTH & ASSOCIATES
CONSULTING ENGINEERS
INDIANAPOLIS, INDIANA

HIGHLAND SPRINGS
HAMILTON COUNTY
INDIANA

SECTIONS 2 AND 5

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JOB NO. 4759