

Entry No.

Page No.

1. We, the undersigned, Robert L. Dale, President and Larry L. Davis, Secretary, officers of the Indiana Association of Seventh Day Adventists, owner of the real estate described in the foregoing Land Surveyor's Certificate, hereby certify that they lay off, plat and subdivide the same in accordance with the above plat. This subdivision shall be known and designated as "Beachwood Estates, First Section". The streets shown herein and not heretofore dedicated are hereby dedicated to the public as rights of way for public streets, All lots in this subdivision shall be known and designated as residential lots.
2. EASEMENTS - The strips of ground marked "Easements" on the plat are hereby reserved for the installation and maintenance of public utility poles, wires and specific easements herein reserved. No permanent or other structures shall be erected or maintained upon said easements and all lot owners take their titles subject to the rights of the utilities and to the rights of the other lot owners in this subdivision.
3. MINIMUM LOT AREA - No residential structure shall be erected or placed upon any lot which has an area of less than 25,000 square feet. No lot shall be further subdivided.
4. MINIMUM FLOOR AREA - No residential structure shall be erected with less than 800 square feet of living area. All garages are to be attached to the residential structure.
5. BUILDING TYPE - No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling not to exceed two stories in height at the front and with a private attached garage for not more than three cars.
6. BUILDING LINES AND FENCES - Front and side building lines are hereby established as shown herein. No fence or structure of any kind shall be erected or placed between the street property lines and the building set back lines.
7. TEMPORARY STRUCTURES - No trailer, tent, shack, barn or other temporary structures erected or placed in this subdivision shall be at any time used as a residence, temporarily or permanently, nor shall any other structure of a temporary nature be used as a residence.
8. GARBAGE AND REFUSE DISPOSAL - No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the disposal of such materials shall be kept in a clean and sanitary condition and shall not be used as to create an offensive sight or odor.

9. MOWING WEEDS - Immediately upon purchase of a lot or lots in this subdivision, the buyer shall assume full responsibility for keeping weeds mowed at all times on said lot or lots.
10. LIVESTOCK AND POULTRY - No farm animals or domestic fowls shall be permitted to remain on any lot or lots in this subdivision and no pets or domestic animals shall be kept thereon for commercial purposes.
11. NUISANCES - No noxious or offensive trade or activity shall be carried on upon any lot in this subdivision, or shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No alcoholic beverage or malt or vinous liquor shall be made or sold upon any lot.
12. APPROVAL OF BUILDING PLANS - No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in this subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of the officers of the Indiana Academy of Seventh Day Adventists. In the event of death or resignation of any member of said committee, the remaining member of members shall have authority to approve or disapprove such design or location, or to designate a representative with like authority. If the committee shall fail to act upon any plan submitted to it for its approval within a period of fifteen days, then the owner may proceed with the building according to the plan submitted, which plan, however, shall be not contrary to any of the provisions, covenants or restrictions named in this instrument, and the failure of such committee to act within fifteen days shall be deemed as approval of the plans so submitted. The powers and duties of such committee shall cease after ten (10) years from the date of the recording of this instrument. Thereafter the approval described in this covenant shall not be required, unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly appointing a representative or representatives, who shall exercise the same powers previously exercised by said committee.
13. TERM - These covenants 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 that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

14. ENFORCEMENT - If the parties hereto, or any of them, or their heirs or assignees, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property in this subdivision to prosecute any proceedings at law or in equity against those violating or attempting to violate any such covenant and either to prevent him or them from so doing or recover damages or other dues for such violation.

15. SEVERABILITY - Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

(Signed) Robert L. Dale,
President

(Signed) Larry L. Davis,
Secretary

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a notary public, in and for said county and state, personally appeared Robert L. Dale and Larry L. Davis, who acknowledged the execution of the foregoing instrument as their voluntary acts and deeds for the purposes therein set forth.

Witness my hand and notarial seal this 12th day of January, 1972.

My commission expires Jan. 9, 1976.

(Signed) Barbara Lou Muegge
Notary Public

Approved by the Cicero, Indiana Town Plan Commission this 12 day of January, 1972.

Jack W. Prather, President

ATTEST: Floyd Chaudion, Secretary

Approved by the Board of Commissioners of Hamilton County, Indiana, this 7th day of Feb., 1972.

Roy B. Davis

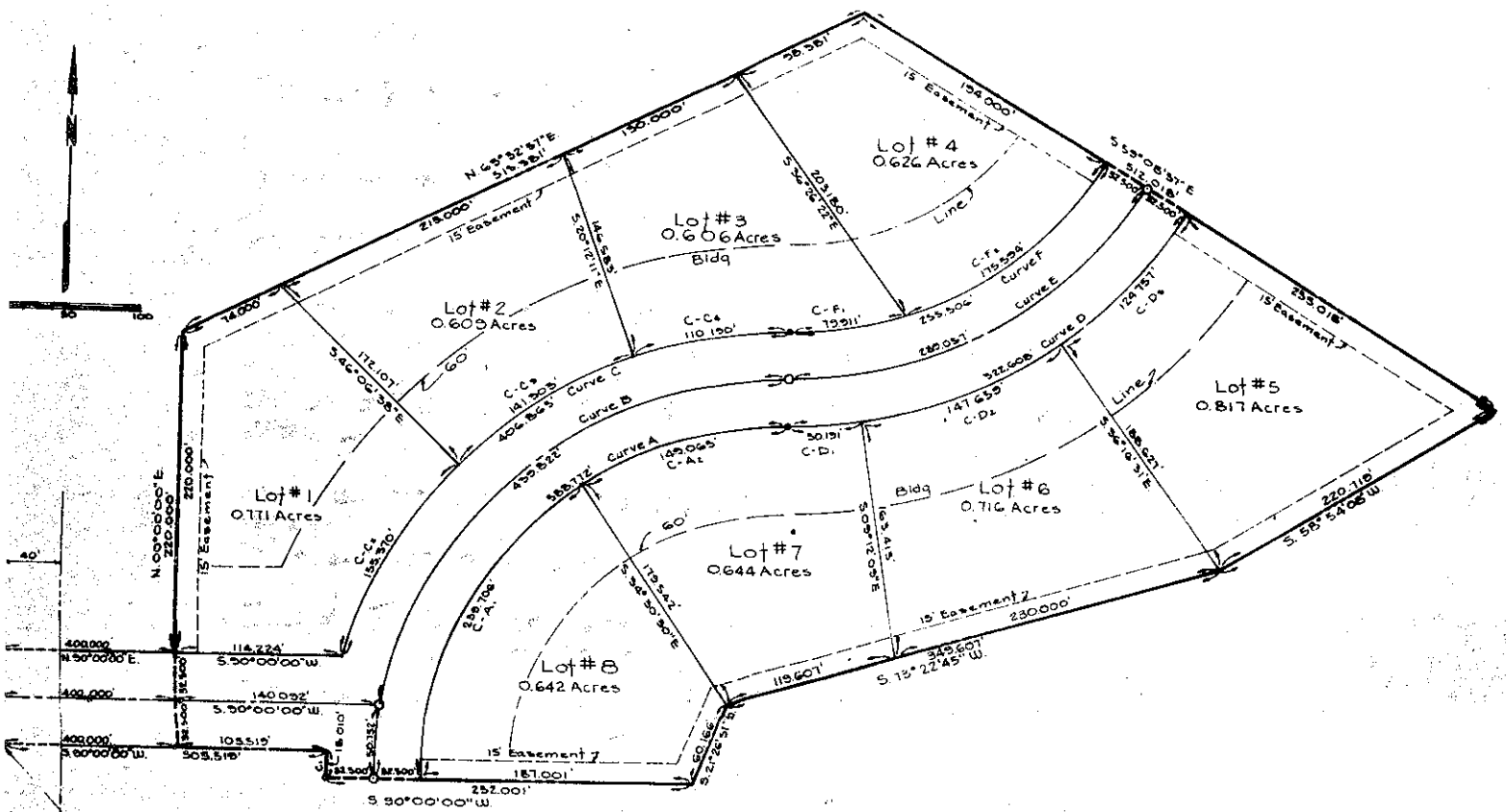
John A. Hartley

Gerald W. Landes

ATTEST: G. Melvin Featherston, Auditor
Hamilton County

BEACHWOOD ESTATES

First Section



Curve	Δ	R	L	Chord	Tangl
A	90°00'00"	241.500'	308.712'	350.012'	241.500'
A1	54°59'50"	241.500'	239.706'	230.441'	130.195'
A2	54°59'50"	241.500'	142.065'	146.822'	76.810'
B	50°00'00"	280.000'	439.822'	395.919'	260.712'
C	90°00'00"	312.500'	430.812'		312.500'
C1	05°18'08"	312.500'	18.010'	18.008'	9.001'
C2	28°52'11"	312.500'	155.370'	155.715'	76.810'
C3	25°54'21"	312.500'	141.305'	140.102'	70.820'
C4	20°12'11"	312.500'	110.190'	109.420'	59.473'
D	50°08'57"	312.500'	312.608'	508.417'	171.141'
D1	05°12'05"	312.500'	50.151'	50.137'	25.145'
D2	27°04'22"	312.500'	147.650'	146.285'	73.124'
D3	22°52'26"	312.500'	124.751'	123.930'	62.220'
E	00°00'00"	280.000'	280.051'	276.591'	17.459'
F	59°06'51"	241.500'	255.506'	244.510'	147.014'
F1	15°25'58"	241.500'	70.011'	70.004'	35.002'
F2	40°58'55"	241.500'	175.554'	171.254'	87.501'

S.W. Cor. S.W. 1/4
Sec. 30, T. 20N., R. 5E
(Sta. 413+85 of Highway Plans
Project No. 421(6) Sheet No. 5 of 148 Sheets
Federal Road Division No. 4)

Instrument No. 1
RECEIVED FOR RECORD
AT 8:30 O'CLOCK
FEB 8 1972
BOOK _____ PAGE _____
James M. [Signature]

I, _____, Licensed Land Surveyor No. 10827, do hereby certify that the attached plat represents a true and correct survey of a part of the Section 30, Township 20 North, Range 5 East, in Hamilton County, Indiana. Said part being more particularly described as follows:

west corner of the Southwest Quarter of said Section (Said Section corner was reconstructed from Indiana State Highway Plans S & P Sta. 413+85): thence North 00°00'00" East (assumed bearing) _____