



HILLTOP HEIGHTS
 A PART THE W.1/2 OF THE NW.1/4 OF SEC. 30-19-8
 ANDERSON TOWNSHIP, MADISON COUNTY, INDIANA
 SECTION ONE

I, Harold E. Smith hereby certify that I am a Registered Land Surveyor licensed to practice in the State of Indiana and that the above plat correctly represents a survey conducted by me on June 13, 1965 and that the lines shown herein represent a subdivision into lots and blocks of a part of the west half of the northeast quarter of Section 30, Township 19 North, Range 2 East in Anderson Township, Madison County, Indiana to be known as Hilltop Heights Section One, hereinafter in this plat to be called as follows:

Commencing at a point on the east line of the west half of the northeast quarter of Section 30, Township 19 North, Range 2 East, Indiana, that is to wit, a point south of the northeast corner of the northeast quarter of the northeast quarter of said Section 30; thence south 45 degrees 41 minutes 00 seconds east 125.00 feet; thence north 60 degrees 00 minutes 00 seconds east 50.00 feet; thence north 00 degrees 00 minutes 00 seconds east 50.00 feet; thence north 70 degrees 00 minutes 00 seconds east 50.00 feet; thence north 00 degrees 00 minutes 00 seconds east 125.00 feet to the place of beginning, containing 13 lots more or less.

This subdivision consists of 13 lots numbered one (1) through thirteen (13), both inclusive and the dimensions of lots and widths of streets as shown herein.

Dated: June 20, 1965

Harold E. Smith
 Registered Land Surveyor No. 10311



REGULATORY PROVISIONS

1. **LAND USE AND BUILDING TYPE:** All lots in this subdivision shall be used for residential purposes only. No building shall be erected, altered, added or repaired to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height with a private attached garage for not more than two cars except that on Lots 1 and 2, one building on each lot for use as multiple family dwelling shall be permitted. No building unattached to dwelling shall be permitted.
2. **ARCHITECTURAL CONTROL:** All structures shall be built of non-combustible and fire-resistant material and the exterior thereof shall be brick, stone, artificial stone, terra cotta or aluminum. All structures must be completed, including the finished grading within one year after construction is started.
3. **DWELLING SIZE:** No dwelling with less than 1000 square feet of finished floor area in the case of a one-story structure, nor less than 800 square feet of finished floor area in the case of a one and one-half or two-story structure shall be permitted on any lot. No building shall be erected on any lot until the design and location thereof have been approved by the subdivider.
4. **BUILDING LOCATION:** No building shall be erected nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat or nearer than 7 feet to any side lot line. For the purpose of this ordinance, a porch, walk and other structures shall not be considered a part of a building, provided, however, that they shall not be constructed to permit any portion of a building on a lot to protrude upon another lot.
5. **LOT AREA AND WIDTH:** No dwelling shall be erected on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8000 square feet.
6. **EASEMENTS:** Easements for the installation and maintenance for utilities and drainage facilities are reserved over the rear and side (the (W) side of each lot unless shown on the plat to be greater.
7. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
9. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a dog, a cat or other household pet may be kept, provided that they are not kept, bred or maintained for any special purpose.
10. **SEWER DISPOSAL:** Sewer disposal lines of any kind, including, but not limited to, sanitary sewers shall be by means of individual private lines and absorption systems of such design and construction and so located on the individual lot as to be approved by the subdivision engineer.
11. **SIGHT TRIANGLES AT INTERSECTIONS:** No fence, wall, hedge or other obstruction shall be placed between the corners of any intersection of two streets. All signs and structures shall be permitted to remain on any corner lot within the intersection area shown on this plat. No structure shall be erected on any lot which is situated between the intersection of two streets, or in the case of a rounded property corner from the intersection of the street roadway lines, or on any lot which is situated between the intersection of two streets, or in the case of a rounded property corner from the intersection of a street roadway line at the edge of a driveway. No tree shall be permitted to remain which is situated between the intersection of two streets, or in the case of a rounded property corner from the intersection of a street roadway line at the edge of a driveway. No screen planting over thirty-six (36) inches high and in places shall be permitted to be placed between the intersection of two streets, or in the case of a rounded property corner from the intersection of a street roadway line. Fences located in any other place on the lot must be decorative lawn fences.
12. **ENFORCEMENT-DEFERABILITY:** These covenants run with the land and shall be enforceable for a period of one hundred (100) years from the date of the recording of the plat. If any of the provisions of this plat are violated, the violator shall be liable for the cost of enforcement of the provisions of the plat. If any of the provisions of this plat have been recorded against a change of ownership in whole or in part, the provisions of this plat shall remain in full force and effect. If any of the provisions of this plat are violated, the violator shall be liable for the cost of enforcement of the provisions of the plat. If any of the provisions of this plat have been recorded against a change of ownership in whole or in part, the provisions of this plat shall remain in full force and effect.

No, the undersigned, being owners of the real estate being incorporated in this plat, hereby certify that they have approved the execution of the above written plat, together with the Protective Covenants.

IN WITNESS WHEREOF, we have hereunto set our hands this 25th day of June, 1965.

Slaph R. McEntaffer *Edith E. Driscoll*

STATE OF INDIANA
 COUNTY OF MADISON

Before me, the undersigned Notary Public, in and for the county and state aforesaid, personally appeared Slaph R. McEntaffer and Edith E. Driscoll, husband and wife, and each separately and severally acknowledged the execution of the foregoing instrument to be on their voluntary act and deed for the purposes therein expressed.

WITNESS my Hand and Notarial Seal this 25th day of June, 1965.

Marjorie A. McEntaffer

My commission expires: Feb. 14, 1965.

Under authority provided on November 17th, 1957, of the General Assembly of Indiana, of 1957, this plat was given approval by the Board of County Commissioners of Madison County, Indiana at a meeting held the 12th day of July, 1965.

Harold E. Smith
 Notary Public

Ralph McEntaffer

Jason Wickle

Approved by the Madison County Planning Commission this 9th day of July, 1965.

James H. Armitage
 President

Andrew Welsh
 Secretary

Duly entered for taxation this 17th day of July, 1965.

James H. Armitage
 Auditor of Madison County, Indiana

Recorded this 11th day of July, 1965 at 1107 Plat Book 11, Page 121.
Earl Calverly
 Recorder of Madison County, Indiana

*For Ordinance Concerning Lots # 1 & 2
 see Misc. Record 133 page 23
 7-23-63 - Earl Calverly R.M.C.*