

WESTFIELD FARMS, SECTION 1

The undersigned, HEIGHTS DEVELOPMENT CORPORATION, an Indiana Corporation, owner of the Real Estate described in the plat of WESTFIELD FARMS Section 1, does hereby lay off, plat and subdivide the same in accordance with the plat and description.

1. The foregoing plat shall be known and designated as WESTFIELD FARMS Section 1.
2. All numbered lots in this subdivision are reserved for residential purposes only.
3. All streets shown and not heretofore dedicated are hereby dedicated to the public for its use.
4. No lot shall hereafter be subdivided into parcels for additional residential purposes.
5. No water of any type other than sanitary sewage effluent shall be permitted to flow in the sanitary sewer system; that is to say, no basements drains or roof drains or other sources of non-sanitary water or liquids, either during or after construction shall be permitted to flow into the sanitary sewer system.
6. Building lines on the plat measured in feet from the street property line are hereby established between which line and the street property line there shall be erected or maintained no building structure of any kind or part thereof.
7. Sideyard setback lines shall not be less than twelve (12) feet from the side line of the lot.
8. The rear setback line shall be not less than thirty (30) feet from the rear property line.
9. No residence shall be erected or maintained on any lot in this subdivision having a finish floor area, exclusive of open porches, basements and attached garages, of less than 1200 square feet in the case of one-story structures and 800 square feet in the case of higher structures.
10. No fence, wall, hedge or shrub planting which obstructs site lines at elevations between 2 and 6 feet above the street shall be placed or permitted to remain in the triangular area formed by street property lines and a line connecting points 25 feet from the intersection of said street lines. The same site line limitation shall apply to any lot within 10 feet of the intersection of the street line with the edge of the driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of site lines.
11. All utility service to the Real Estate shall be extended underground with only such installations above ground as are required in accordance with the underground extensions thereof. Nothing contained herein shall require the removal of above ground utility service installations existing on the Real Estate as of the date of the execution of these commitments and installed prior to the development of the Real Estate.
12. There are strips of ground as shown on the plat marked as drainage and/or utility easements which are reserved as easements for the use of the municipality in which this addition is located and public utility companies for the installation, maintenance, use, repair and removal of sewers, water mains, gas mains, utility poles, wires and other facilities and utilities necessary or incident to the common welfare and the use and occupancy of residential purposes of the houses to be erected in this addition. No buildings or other structure except walks or driveways shall be erected or maintained upon, over, under or across any such utility strip for any use except as set forth herein and owners in this addition shall take title to the land contained in such utility strips subject to the perpetual easements hereby reserved.

Prepared By:

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APR 19 1985

BOOK 11 PAGE 161

Mary J. Clarke

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13. If the parties hereto, or any of them, their heirs, or assigns shall violate or attempt to violate any of the covenants, restrictions, provisions, terms or conditions herein, it shall be lawful for any person, owning real estate in this subdivision, to prosecute any proceeding at law or in equity against any persons violating or attempting to violate any such covenants and to recover damages or other remedies for such violation.
14. The restrictions, covenants and provisions set forth herein shall run with the land and shall remain in full force and effect until January 1, 2010, at which time said covenants shall automatically be extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of said lots in this subdivision it is agreed to change said covenants in whole or in part.
15. The invalidity of any of the foregoing covenants, restrictions, provisions, terms or conditions by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
16. The owner of this subdivision, HEIGHTS DEVELOPMENT CORPORATION, or any person to whom the right of such approval has been assigned by Owner, reserve the right to review and approve or reject any and all house plans so as to maintain conformity and harmony of external design and location with existing structures in the subdivision and as to the topography and finished ground elevation of such lot; PROVIDED, however, that such requirement shall be conclusively deemed satisfied for all purposes if any such building or alteration is substantially completed without the filing by Owner or any such assignee of an action to enjoin such building or alteration. The requirements set forth in this paragraph may be assigned only in writing by Owner to any person or entity and may be waived in writing by Owner to any successor or assign with respect to any lot or lots.

Witness my signature this 21st day of March, 1985.

R. N. Thompson  
R. N. Thompson, President

STATE OF INDIANA )  
                          ) SS:

COUNTY OF MARION )  
Before me, the undersigned, a Notary Public in and for said County and State, appeared R. N. Thompson who acknowledged the execution of the foregoing instrument as his voluntary act and deed, for the purposes therein expressed, and affixed his signature thereto.

Witness my hand and Notarial Seal this 21st day of March, 1985.

Betty J. Mitchell  
Betty J. Mitchell

My Commission Expires:

May 2, 1986

# CHICAGO TITLE

## COUNTY COMMISSIONERS' CERTIFICATE

UNDER AUTHORITY PROVIDED BY ACTS OF 1982, PUBLIC LAW 1, AS AMENDED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, INDIANA, AT A MEETING HELD ON

George Stevens  
George Stevens

Jere Roubush  
Jere Roubush

Phil Henderson  
Phil Henderson

Barbara Jennings Poil  
Barbara Jennings Poil, Pearce  
County Auditor

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1985  
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COUNTY, INDIANA

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13. If the parties hereto, or any of them, their heirs, or assigns shall violate or attempt to violate any of the covenants, restrictions, provisions, terms or conditions herein, it shall be lawful for any person, owning real estate in this subdivision, to prosecute any proceeding at law or in equity against any persons violating or attempting to violate any such covenants and to recover damages or other remedies for such violation.

14. The restrictions, covenants and provisions set forth herein shall run with the land and shall remain in full force and effect until January 1, 2010, at which time said covenants shall automatically be extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of said lots in this subdivision ~~it is agreed to change said covenants in whole or in part.~~

15. The invalidity of any of the foregoing covenants, restrictions, provisions, terms or conditions by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

16. The owner of this subdivision, BRIGHTS DEVELOPMENT CORPORATION, or any person to whom the right of such approval has been assigned by Owner, reserve the right to review and approve or reject any and all house plans so as to maintain conformity and harmony of external design and location with existing structures in the subdivision and as to the topography and finished ground elevation of such lot; PROVIDED, however, that such requirement shall be concisely deemed satisfied for all purposes if any such building or alteration is substantially completed without the filing by Owner or any such assignee of an action to enjoin such building or alteration. The requirements set forth in this paragraph may be assigned only in writing by Owner to any person or entity and may be waived in writing by Owner to any successor or assign with respect to any lot or lots.

Witness my signature this 21st day of March 1985.

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R. N. Thompson  
R. N. Thompson, President

STATE OF INDIANA ) SS:

COUNTY OF MARION )  
Before me, the undersigned, a Notary Public in and for said County and State, appeared R. N. Thompson who acknowledged the execution of the foregoing instrument as his voluntary act and deed, for the purposes therein expressed, and affixed his signature thereto.  
Witness my hand and Notarial Seal this 21st day of March, 1985.

My Commission Expires: March 2, 1986  
Bertie J. Mitchell  
Bertie J. Mitchell

COUNTY COMMISSIONERS' CERTIFICATE

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George Stevan  
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Steve Roubush  
Steve Roubush

Phil Henderson  
Phil Henderson

Barbara Jennings  
Barbara Jennings  
County Auditor

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CHICAGO TITLE

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AT 2 O'CLOCK PM

APR 19 1985

BOOK 11 PAGE 121  
*Wm. J. Gandy*

REGISTER WASHINGTON COUNTY, INDIANA

CHICAGO TITLE

