



DAVID BRENTON'S TEAM

RE/MAX Select, REALTORS

48 N Emerson Ave Suite 600 Greenwood, IN 46143-8895

(317) 882-7210 Office • (317) 888-7201 Fax

www.move2indy.com

The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

The information is deemed reliable, but not guaranteed.

David Brenton

CCRS For Chimney Heights

The undersigned, Holly Heights, a Partnership, owner of the real estate described in the plat of Chimney Heights, does hereby lay off, plat and subdivide the same in accordance with the plat and description. The following restriction, covenants and conditions are hereby imposed upon and shall run with the land in such plat.

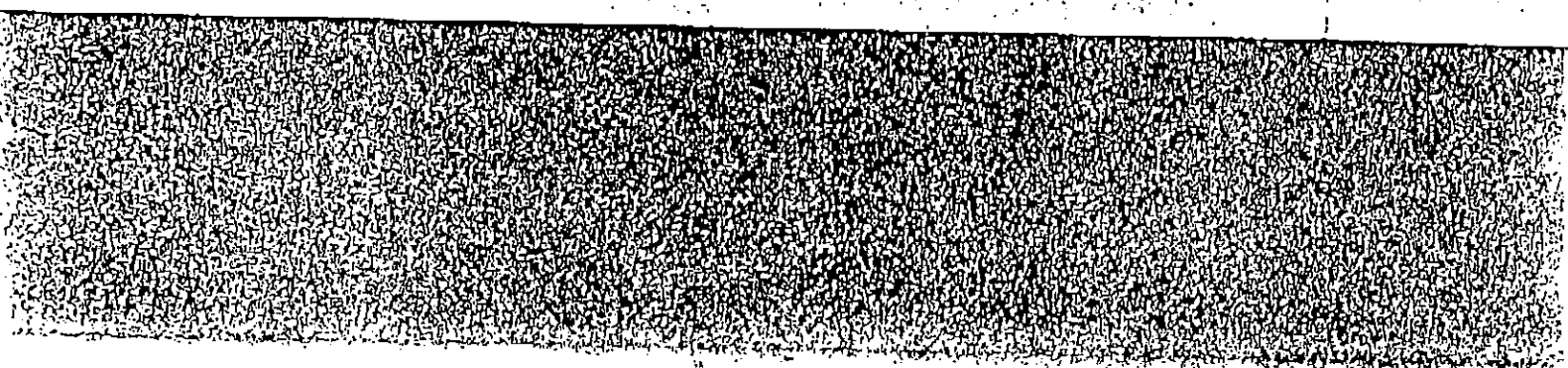
The foregoing plat shall be known and designated as CHIMNEY HEIGHTS.

Streets if not heretofore dedicated, are hereby dedicated to the public.

All numbered lots in this addition are reserved for residential purposes.

There are building lines as shown on the plat and no structure or part thereof shall be erected or maintained between such building lines and the property lines of any street.

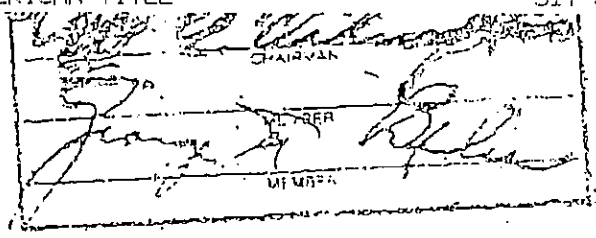
Not more than one building shall be erected or used for residential purposes on any lot in this addition. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street shall be placed or permitted to remain within the triangular area formed by the street property lines and a line connecting point 25 feet from the intersection of said street lines. The same sight line limitation shall apply to any lot within 10 feet from the intersection of a street line with the edge of a 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 such sight lines.



6. No trailer, shack, shed, tent or temporary building shall be used for temporary or permanent residence on any lot in this addition, and any garage, tool shed, or detached storage building erected or used accessory to a residence in this addition, shall be of a permanent type of construction and conform to the general architecture and appearance of such residence.
7. There are strips of ground as shown on the plat marked "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 building 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.
8. No residence shall be constructed nearer to any side property line than the minimum required by the Marion County Zoning Ordinance. No residence shall be erected on any lot herein having a ground floor area of less than 1200 square feet in the case of a one story structure, or 700 square feet in the case of a two story structure, provided that a dwelling other than a two story, consisting of separate levels, shall have no less than a total of 1200 square feet floor area, exclusive of open porches and garages, in all cases. The same total of 1200 square feet shall also apply to a two story residence. Each residence shall have at least a single car, attached or integrally designed, garage.

79, 51610

W. H. ...
James A. ...



The right to enforce the foregoing provisions, restrictions and covenants both to prevent the violation thereof and to recover damages, is hereby dedicated and reserved to the owners of lots in this addition, their heirs or assigns, and shall be and continue in full force and effect for a period of 30 years from the date hereof, and may be continued for successive periods of 10 years each by a vote of the then owners of 2/3 majority of the total area of this addition. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. The Metropolitan Development Commission shall have the right of enforcements of the foregoing covenants.

The restrictions, limitations, and covenants herein contained constitute all such restrictions, limitations and covenants imposed upon the land by the undersigned and supercede, replace and void any such restrictions, limitations and covenants, verbal or written, which may have been proposed or written, which may have proposed or imposed prior to the date hereof by the undersigned or its agents.

Witness my signature this 26th day of July 1979.

HOLLY HEIGHTS a Partnership

Joseph Sexton
Joseph Sexton, Partner

STATE OF INDIANA)
COUNTY OF MARION) SS:

Subscribed and sworn to before me a Notary Public in and for said county and state appeared Joseph Sexton, Partner, who acknowledged the execution of the foregoing instrument as his voluntary act and deed for the use and purpose therein expressed, and affixed his signature thereto.

Witness my hand and seal this 26 day of July, 1979.

My Commission Expires:

3-16-81

Viriam B. ...
Notary Public

