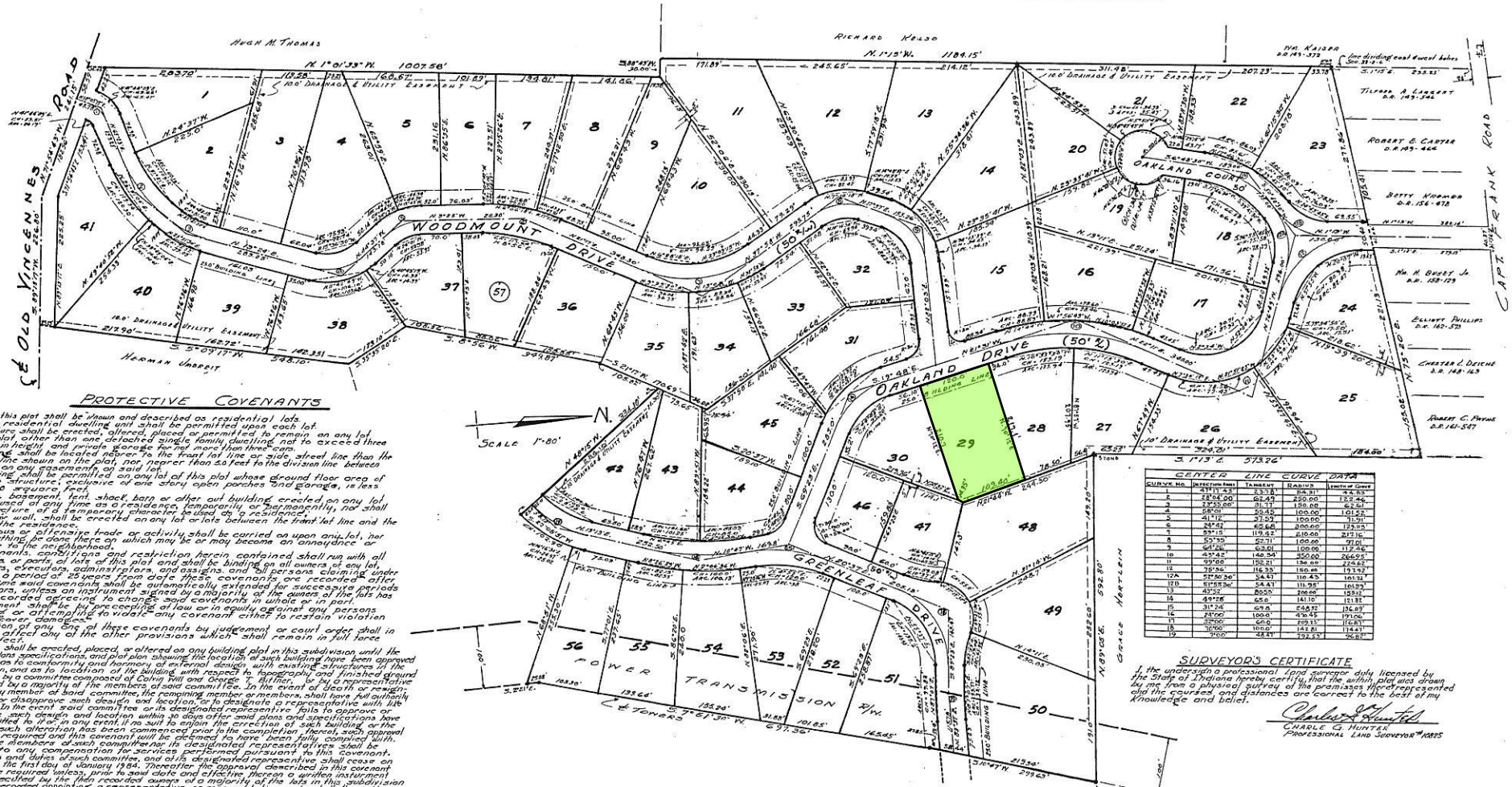
NEW ALBANY, FLOYD COUNTY, INDIANA

774

WOODLAND HILLS #6894 PLAT NO. 774



PROTECTIVE COVENANTS

1. All lots in this plat shall be known and described as residential lots.
2. Only one residential dwelling unit shall be permitted upon each lot.
3. No structure shall be erected, altered, placed or permitted to remain on any lot of this plat other than one detached single family dwelling not to exceed three stories in height and private garage for not more than three cars.
4. No building shall be located nearer to the front lot line or side street line than the building line shown on the plat, nor nearer than 25 feet to the division line between lots, nor on any easement on said lot.
5. No dwelling shall be permitted on any lot of this plat whose ground floor area of the main structure, exclusive of one story open porches and garage, is less than 1200 square feet.
6. No trailer, basement, tent, shack, barn or other out building erected on any lot shall be used at any time as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
7. No fence or wall shall be erected on any lot or lots between the front lot line and the rear of the residence.
8. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done there on which may be or may become an annoyance or nuisance to the neighborhood.
9. The covenants, conditions and restriction herein contained shall run with all of the lots or parts of lots of this plat and shall be binding on all owners of any lot, their heirs, executors, administrators, and assigns, and all persons claiming under them for a period of 25 years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.
10. Enforcement shall be by proceeding at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
11. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
12. 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 the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Calvin Will and George H. Hilliker, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building, or the alteration of such alteration has been commenced prior to the completion thereof, such approval will be not required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

The powers and duties of such committee, and of its designated representative shall cease on and after, the first day of January 1984. 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 recorded owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

CENTER LINE CURVE DATA

CURVE NO.	DEFLECTION ANGLE	TANGENT	RADIUS	LENGTH OF CURVE
1	41°11'43"	53.18'	154.31'	44.83
2	12°54'00"	61.49	250.00'	122.46
3	23°55'00"	61.17	135.00	62.61
4	58°01'	55.45	100.00'	101.22'
5	41°11'	37.53	100.00	71.91'
6	24°42'	62.68	200.00'	123.93'
7	55°15'	119.42'	210.00	217.16
8	50°55'	52.71'	100.00	92.01
9	64°26'	63.91	100.00	112.46'
10	43°42'	148.54	350.00	266.95'
11	99°00'	152.21	154.05	274.62'
12	78°36'	116.33'	150.46	192.92'
12A	57°50'30"	54.47	116.45'	161.92'
12B	61°55'30"	54.47	119.95'	161.92'
13	43°52'	80.50'	200.00	153.12'
14	69°28'	65.0	141.10	171.88
15	31°24'	65.0	119.8	134.83'
16	23°00'	100.0'	496.45	191.06'
17	32°00'	60	199.15	114.83'
18	10°00'	100.0'	142.81	173.43'
19	5°00'	48.41'	792.53'	96.82'

SURVEYOR'S CERTIFICATE

I, the undersigned professional Land Surveyor duly licensed by the State of Indiana hereby certify that the within plat was drawn by me from a physical survey of the premises represented and the courses and distances are correct to the best of my knowledge and belief.

Charles G. Hunter
CHARLE G. HUNTER
PROFESSIONAL LAND SURVEYOR #10825

DESCRIPTION

Being a part of the east half of Section 33, Township 2 south, Range 6 east, Floyd County, Indiana and being also a part of a 68.0 acre tract conveyed to Woodland Heights, Inc. and described in deed Record Book 162 at page 506 of the Floyd County, Indiana records, and being more fully described as follows: to-wit.

Beginning at an iron pipe on the line dividing the east & west halves of Section 33-2-6 which is South 1°15' east 235.25 feet from the southern line of the Capt. Frank Road (East Southern Drive) and being also 25.0 feet from the centerline of said road, and said iron pipe being the northwest corner of the above mentioned Woodland Heights Inc. 68.0 acre tract. Thence running North 75°20' east along the northern line of said 68 acre tract for 705.41 feet to and iron pipe on the western line Grace Hartlein tract, said iron pipe being also the southeast corner of Robert C. Payne's lot 24 (p.v. 34). Thence running South along the line dividing Woodland Heights Inc. 35.0 feet to a stone; Thence running North 89° east for 592.80 feet to an iron pipe in the center of a Power Transmission R/W (208 feet). Thence South 10°47' west along the center of said R/W line for 298.63 feet to an iron pipe. Thence South 7°51'30 west along said center line for 697.34 feet to an iron pipe; Thence continuing along said center line South 2°41' east for 656.16 feet to an iron pipe. Thence running North 89° east for 592.80 feet to an iron pipe in the center of a Power Transmission R/W (208 feet). Thence South 10°47' west along the center of said R/W line for 298.63 feet to an iron pipe. Thence South 7°51'30 west along said center line for 697.34 feet to an iron pipe; Thence continuing along said center line South 2°41' east for 656.16 feet to an iron pipe. Thence running North 89° east for 592.80 feet to an iron pipe. Thence South 2°41' east for 1310.00 feet to an iron pipe; Thence running along an arc of curve which has a tangent of 61.17 feet, a radius of 236.25, a central angle of 32°06 and whose chord bears South 87° 04'37" west 130.30 feet to an iron pipe. Thence running North 68°01'00" west for 334.8 feet to an iron pipe; Thence South 21°17' west 102.82 feet to an iron pipe; Thence running South 8°54' west for 343.8 feet to an iron pipe; Thence South 33°53'20' east for 183.16 feet to an iron pipe of the North west corner of Herman Umbreits 4.83 acre tract; Thence South 3°03'17' west along said 4.83 acre tract for 548.10 feet to a point in the center of the Old Vincennes Road; Thence running South 89°13' west along the center of said Old Vincennes Road for 226.86 feet; Thence North 71°34'43" west along the center of said Road 84.15 feet; Thence North 1°01'33" west 1007.58 feet to an iron pipe; Thence South 88°43' west for 30.00 feet to an iron pipe in the center of Section 33-2-6; Thence North 1°15' east along the half section line dividing the east and west halves of said Section 33 for 1184.15 feet to an iron pipe at the place of beginning.

Containing 42.785 Acres.

Also a 40 foot roadway described as follows. Beginning at an iron pipe on the line dividing the east & west halves of Section 33-2-6 which is South 1°15 east 235.25 feet from the southern line of the Capt Frank Road (Spring 25.0 feet from the centerline). Thence North 81°36 east along the line of the above described tract for 283.56 feet to an iron pipe, the true place of beginning of the tract to be described; Thence North 1°13 west 232.16 feet to the southern line of Capt Frank Road. (Spring 25.0 feet from the centerline). Thence North 81°36 east along the south line of said Road for 40.37 feet; Thence South 1°13 east 232.16 feet to iron pipe on North line of the above described tract; Thence South 75°20' west 41.04 feet to an iron pipe the place of beginning. Containing 0.216 acres, more or less.

Containing in all 42.985 Acres.

APPROVED

This 13 day of May, 1964

City Controller: Chester M. Coumbe

City Attorney: Robert A. Kelso

City Engineer: John Brinkworth

Board of Public Works & Safety
New Albany, Indiana

ENTERED FOR TAXATION

This ___ day of ___, 1964

Auditor: Ralph Bates
Floyd County, Indiana

APPROVED

This 19th day of May, 1964

President: Robert L. Pitz

Attest: Claude B. Rosenberger

Planing & Zoning Comm.
New Albany, Ind.

FILED AND RECORDED

This 19 day of May, 1964

Recorded: Floyd County, Indiana

OWNER'S DEDICATION

We the owner's of the within plat, hereby make and declare this subdivision to be a subdivision of the real estate described herein. The streets shown is hereby dedicated to the public for highway purposes.

Woodland Heights Inc.

Calvin Will
Calvin Will
President

Charles McClure
Charles McClure
Secretary

STATE OF INDIANA
COUNTY OF FLOYD } S.S.

Before me, a Notary Public in and for said State and County, personally appeared before me, on this 4 day of March 1964 and acknowledged the execution of the foregoing affidavit.

James C. Boggs
Notary Public

My Commission expires October 23, 1965