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Subscribed to before me this 6 day of December 1954.

(SEAL)  
County of Hendricks

Harvey W Brown  
Notary Public

My commission Expires  
May 10, 55.

Entered for record Dec. 16, 1954, at 1:04 P.M.

*Maudie E. Peterson*  
R.H.C.

No. 4031 ✓

DECLARATION OF COVENANTS

The undersigned, James D. Sering and Edna M. Sering, his wife, and Gerald F. Wise and Gertrude E. Wise, his wife, as owners and proprietors of Part one of Brentwood Heights. The same being an Addition to the Town of Plainfield, Hendricks County, Indiana, hereby certify that they have laid out, platted and sub-divided the land included in said Addition in accordance with the verified plat of said Addition which has been duly approved and accepted by the Board of Trustee of the Town of Plainfield, and recorded December. 16th, 1954, in the office of the Recorder of Hendricks County, Indiana, in Plat Book Numbered 4, page 81.

That they do hereby establish and declare the following protective and restrictive covenants covering the sub-divided real estate, and more particularly described and identified by reference as Numbered Lots on the Plat of Part One of Brentwood Heights of record in the plat book above-mentioned.

1. No lot shall be used except for residential purposes. 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 and one-half stories in height and a private garage for not more than two cars.
2. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.
3. No dwelling shall be permitted on any lot at a cost of less than \$7500.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garage, shall be not less than 768 square feet for a one-story dwelling, nor less than 768 square feet for a dwelling of more than one story.
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 5 feet to any side property line, except that no side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 5 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot. No building shall be located to encroach upon an easement as shown on the recorded plat.
5. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed

on any lot having an area of less than 7500 square feet.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

7. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. 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. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. 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 twenty-five years from the 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 then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

11. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

12. 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.

IN WITNESS WHEREOF, the said parties as owners, and proprietors of the above described addition to the Town of Plainfield, Indiana, have hereunto set their hands and seals this December 16, 1954.

James D. Sering  
James D. Sering  
Edna M. Sering  
Edna M. Sering  
Gerald F. Wise  
Gerald F. Wise  
Gertrude E. Wise  
Gertrude E. Wise

STATE OF INDIANA }  
HENDRICKS COUNTY } SS.

Before me, the undersigned Notary Public within and for said County and State, personally appeared James D. Sering and Edna M. Sering, husband and wife, and Gerald F. Wise and Gertrude E. Wise, husband and wife, as owners and proprietors of the above described addition to the Town of Plainfield, Indiana, and acknowledge the

IN WITNESS WHEREOF, The parties hereto have set their hands and seals, this 28th day of May 1956.

Leonard S. Mann (SEAL)  
Eunice G. Mann (SEAL)

John R. Tomlinson (SEAL)  
Dorla Tomlinson (SEAL)

STATE OF INDIANA, ) SS;  
Hendricks COUNTY, )

Before me, the undersigned; a Notary Public in and for said County and State this 4th day of June 1956, personally appeared John R. Tomlinson and Dorla Tomlinson, husband and wife and Leonard S. Mann and Eunice G. Mann husband and wife and acknowledged the execution of the Annexed Contract of Sale.

WITNESS my hand and Notarial Seal.

(SEAL) John D. Taylor  
My commission expires Dec 12 1958 Notary Public

Entered for record June 4, 1956 at 9:09 A.M.

*Maudie E. Peterson* R.H.C.

No. 2173 ✓ DECLARATION OF COVENANTS

The undersigned, Brentwood Development Corporation, by its President James C. Sering, and its Secretary, Gerald F. Wise, as owner and proprietor of Part Three of Brentwood Heights, the same being an Addition to the Town of Plainfield, Hendricks County, Indiana, hereby certify that they have laid out, platted and subdivided the land included in said Addition in accordance with the verified plat of said Addition which has been duly approved and accepted by the Board of Trustees of the Town of Plainfield, and recorded in the office of the Recorder of Hendricks County, Indiana, in Plat Book Numbered 4 page 97.

That they do hereby establish and declare the following protective and restrictive covenants covering the sub-divided real estate, and more particularly described and identified by reference as Numbered Lots on the Plat of Part Three of Brentwood Heights of record in the Plat Book above mentioned.

1. No lot shall be used except for residential purpose. 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 and one-half stories in height and a private garage for not more than two cars.
2. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.
3. No dwelling shall be permitted on any lot at a cost of less than nine thousand dollars (\$9,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structures, exclusive of open porches and detached garage, shall be not less than 900 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one story. However, a maximum of 150 square feet of the floor area of an attached garage can be counted as part of the 900 square feet, minimum permitted dwelling size.
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 5 feet to any side property line, except that no side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 5 feet to the rear lot line. For the purpose of this covenants, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot. No building shall be located to encroach upon an easement as shown on the recorded plat.
5. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7500 square feet.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.
7. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. 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. No fence, wall, hedge or shrub planting which obstructs side lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a drive way or alley pavement. No tree shall be permitted to remain within such distances of such inter-

10. 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 twenty-five years from the 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 then owners, of the lots has been recorded, agreeing to change said covenants in whole or in part.

11. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Violation of all or any part of these covenants will not result in reversion of title.

12. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the said party as owner and proprietor of the above described addition to the Town of Plainfield, Indiana have hereunto set their hands and seals this June 4, 1956.

(CORP. SEAL)

Brentwood Development Corporation  
By: James D. Sering  
(James D. Sering,) President  
By: Gerald F. Wise  
(Gerald F. Wise,) Secretary-Treasurer

STATE OF INDIANA) SS.  
HENDRICKS COUNTY)

Before me, the undersigned Notary Public within and for said County and State, personally appeared, Brentwood Development Corporation, by its President, James D. Sering and by its Secretary-Treasurer, Gerald F. Wise as owner and proprietor of the above described addition to the Town of Plainfield, Indiana, and acknowledge the execution of the above Declaration of Covenants to be their voluntary act and deed. Done this June 4, 1956.

(SEAL) Betty L. Burns Notary Public  
My commission expires April 3, 1960.

Entered for record June 4, 1956 at 11:03 A.M. *Maudie E. Reynolds* R.H.C.

No. 2200 ✓ AFFIDAVIT

STATE OF INDIANA  
BOONE COUNTY, SS:

Bertha Davidson, whose post office address is Jamestown, Indiana, being first duly qualified upon her oath says that she is the daughter of Sarah E. Brooks, mentioned in a certain deed dated December 4, 1917, recorded March 1, 1918 in Deed Record 120 Page 384 of the records of Hendricks County, Indiana.

Affiant further says that the said Sarah E. Brooks departed this life, intestate, on or about the 11 day of April 1920, in Hendricks County, Indiana and that she left as her sole and only heirs at law Charles E. Brooks, her husband and this affiant Bertha Davidson, her daughter, and that she left no other child or children or any descendants of any deceased child or children.

Affiant further says that the estate of Sarah E. Brooks was never formally administered upon in any court, but that all of the debts of her last sickness and burial as well as all debts against her estate were paid in full, and that the estate was not of sufficient amount to be subject to any State or Federal Inheritance Taxes.

Affiant further says that this affidavit is made for the purpose of clarifying the chain of title to the lands mentioned in the above deed.

Affiant further saith not.

Bertha Davidson  
(Bertha Davidson)  
Olin L. Hedge  
Notary Public

Subscribed and sworn to before me, a Notary Public, this 2 day of June 1956.

(SEAL)

My commission expires June 1, 1957.

Entered for record June 5, 1956 at 8:10 A.M. *Maudie E. Reynolds* R.H.C.

No. 2209 ✓ ASSIGNMENT OF RENTS

We, hereby assign, transfer and set over to the Indianapolis Morris Plan Corporation, hereinafter called "Morris Plan," all of our right, title and interest in and to the rents, issues and profits from the following described real estate situated in Hendricks County, Indiana: Lot #5 Clarks Creek Add. to the city of Plainfield, Indiana. Recorded in the office of the recorder of Hendricks County, Indiana. to secure the payment of a promissory note of even date for the sum of \$1285.20 executed by the undersigned to Indianapolis Morris Plan Corporation with interest at the rate of one

9663  
For Release of this Message  
Release Record 5-1-1957  
Paul E. Reynolds R.H.C.

angle to the last described line 213.51 feet, thence North Parallel to the East line of aforesaid Quarter Quarter Section 200.00 feet, thence West and parallel to the South line of the within described tract 213.51 feet to the place of beginning. Containing 0.988 acres more or less.

Recorded in the office of the Recorder of Hendricks County, Ind. in Plat book 136 pages 332 and 333.

Also a part of the Northeast Quarter of Section 30, Township 15 North, Range 2 East. More particularly described as follows:

Beginning at a point in the Grantors West line 427.02 feet West of and at right angle to a point on the East line of aforesaid Northeast quarter section 189.50 feet South of the Northeast corner thereof. running thence South and along and with aforesaid West line 100 feet, thence east at right angle to the last described line 213.51 ft, thence North parallel to the East line of aforesaid quarter section 100.00 ft. thence West and parallel to the South line of the within described tract 213.51 ft. to the place of beginning.

Containing 0.50 ft. of an acre, more or less.

(c) The following described real estate in Hendricks County, Indiana:

IN WITNESS WHEREOF said Assignors have hereunto set their hands and seals this 5-6-1957.

Fred C. South Sr (Seal)  
Ethel V South (Seal)

STATE OF INDIANA, COUNTY OF MARION, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 5-6, 1957, personally appeared Fred C South Sr & Ethel V South, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial Seal.

Charles W Parks  
Notary Public

(SEAL) My Commission Expires: 8-8-60  
Entered for record May 6, 1957 at 10:23 A.M.

*Maudie E. Reynolds* R.H.C.

No. 8801

DECLARATION OF COVENANTS

The undersigned, Brentwood Development Corporation, by its President, James D. Serang, and its Secretary-Treasurer, Gerald F. Wise, as owner and proprietor of Part Five of Brentwood Heights, the same being an Addition to the Town of Plainfield, Hendricks County, Indiana, hereby certify that they have laid out, platted and subdivided the land included in said Addition in accordance with the verified plat of said Addition which has been duly approved and accepted by the Plainfield Plan Commission of the Town of Plainfield, Indiana, and recorded in the office of the Recorder of Hendricks County, Indiana, in Plat Book Numbered 4 page 111.

That they do hereby establish and declare the following protective and restrictive covenants covering the sub-divided real estate, and more particularly described and identified by reference as Numbered Lots on the Plat of Part Five of Brentwood Heights of record in the Plat Book above mentioned.

1. No lot shall be used except for residential purposes. 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 and one-half stories in height and a private garage for not more than two cars.
2. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.
3. No dwelling shall be permitted on any lot at a cost of less than nine thousand dollars (\$9,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structures, exclusive of open porches and detached garage, shall be not less than 900 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one story. However, a maximum of 150 square feet of the

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 5 feet to any side property line, except that no side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 5 feet to the rear lot line. For the purpose of this covenants, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot. No building shall be located to encroach upon an easement as shown on the recorded plat.

5. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7500 square feet.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

7. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done there on which may be or may become an annoyance or nuisance to the neighborhood.

8. 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. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree 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.

10. 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 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 then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

11. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Violation of all or any part of these covenants will not result in reversion of title.

12. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the said party as Owner and Proprietor of the above described addition to the Town of Plainfield, Indiana, have hereunto set their hands and seals this 30th day of April 1957.

Signed and sealed by: --

(CORP SEAL)

BRENTWOOD DEVELOPMENT CORPORATION  
James D. Sering  
(James D. Sering) President  
Gerald F. Wise  
(Gerald F. Wise) Secretary-Treasurer

Acknowledged April 30, 1957, by Brentwood Development Corporation by its President, James D. Sering and by its Secretary-Treasurer, Gerald F. Wise, as owner and proprietor of the above described addition to the Town of Plainfield, Indiana, before,

Betty L. Burns  
(Betty L. Burns) Notary Public  
Hendricks County, Indiana

(SEAL) My commission expires April 3, 1960  
Entered for record May 6, 1957 at 3:41 P.M.

*Maudie E. Peterson* R.H.C.

No. 8840

AFFIDAVIT

STATE OF INDIANA, COUNTY OF HENDRICKS, SS:

ELNORA VICE, of said county and state, being duly sworn upon her oath, deposes