

CROSS REFERENCE

THE UNDERSIGNED, KEITH E. COOK AND MARLENE K. COOK, AS OWNERS AND PROPRIETORS OF "GLENBROOK" LOCATED IN WASHINGTON TOWNSHIP, HENDRICKS COUNTY, INDIANA DO HEREBY THIS INDENTURE, RESTRICT AND COVENANT THE LOTS AND OTHER AREA WITHIN THE BOUNDARIES IN SAID SUBDIVISION TO THEMSELVES AND THEIR GRANTEES, ASSIGNS, SUCCESSORS, HEIRS, OR LEGAL REPRESENTATIVES, AND TO ANY PERSON, PERSONS, CORPORATIONS, BANKS AND ASSOCIATIONS AND/OR ANYONE WHO MAY OBTAIN TITLE TO SAID LOTS AS TO THE FOLLOWING TERMS, STIPULATIONS, CONDITION RESTRICTION, AND COVENANTS TO-WIT:

- (1) FULLY PROTECTIVE RESIDENTIAL AREA: THE FOLLOWING COVENANTS, IN THEIR ENTIRETY SHALL APPLY TO ALL OF "GLENBROOK". SAID SUBDIVISION BEING LOCATED IN WASHINGTON TOWNSHIP, HENDRICKS COUNTY, INDIANA.
- (2) LAND AND BUILDING TYPE: NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES, NOR SHALL ANY LOT BE SUBDIVIDED NO BUILDING SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE SINGLE FAMILY DWELLING NOT TO EXCEED TWO STORIES IN HEIGHT AND A PRIVATE ATTACHED GARAGE FOR NOT MORE THAN FOUR CARS. IN THE EVENT THE PURCHASER SHOULD BUY TWO LOTS WITH THE PURPOSE OF BUILDING ONE SINGLE FAMILY DWELLING ACROSS THE CENTER LOT LINE, THE LOT LINE RESTRICTIONS SHALL NOT APPLY TO THE BOUNDARY LINES DIVIDING ANY TWO SAID LOTS.
- (3) DWELLING SIZE: THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE ON ONE STORY PORCHES AND GARAGES SHALL NOT BE LESS THAN 1600 SQUARE FEET IN THE CASE OF A ONE STORY STRUCTURE, NOT LESS THAN 900 SQUARE FEET IN THE CASE OF A MULTIPLE STORY STRUCTURE, WITH NO LESS THAN 1700 SQUARE FEET OF FINISHED FLOOR AREA IN SUCH MULTIPLE STORY STRUCTURE
- (4) ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL: NO BUILDING, FENCE, WALL, OR OTHER STRUCTURE SHALL BE ERECTED, PLACED AND ALTERED ON ANY BUILDING PLOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS, SPECIFICATIONS AND PLOT PLAN SHOWING THE LOCATION OF SUCH STRUCTURES HAVE BEEN APPROVED AS TO THE CONFORMITY AND HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURE HEREIN AND AS TO THE BUILDING WITH RESPECT TO TOPOGRAPHY AND FINISHED GROUND ELEVATIONS BY AN ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE. ALSO THE PROPOSED LOCATION OF WELLS, SEPTIC SYSTEMS, DESTRUCTION OF TREES AND VEGETATION AND ANY OTHER SUCH MATTER AS MAY AFFECT THE ENVIRONMENT AND ECOLOGY OF THE "GLENBROOK" AREA SHALL BE THE PROPER CONCERN OF THE COMMITTEE. THIS COMMITTEE SHALL BE COMPOSED OF THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED REAL ESTATE, OR BY THEIR DULY AUTHORIZED REPRESENTATIVES. IN THE EVENT OF THE 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 LOCATIONS, OR TO DESIGNATE A REPRESENTATIVE WITH LIKE AUTHORITY. THE COMMITTEE'S APPROVAL OR DISAPPROVAL, AS REQUIRED IN THIS COVENANT SHALL BE IN WRITING. IN THE EVENT THAT SAID WRITTEN APPROVAL IS NOT RECEIVED FROM THE COMMITTEE WITHIN 14 DAYS FROM THE DATE OF SUBMISSION, IT SHALL BE DEEMED THAT THE COMMITTEE HAS DISAPPROVED THE PRESENTED PLAN. NEITHER THE COMMITTEE MEMBERS NOR THE DESIGNATED REPRESENTATIVES SHALL BE INTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT.
- (5) BUILDING CONSTRUCTION; ANY BUILDING, ONCE APPROVED AND UNDER CONSTRUCTION MUST BE COMPLETED WITHIN ONE(1) YEAR FROM THE TIME CONSTRUCTION WAS STARTED. NO BUILDING SHALL BE ON ANY LOT NEARER TO THE FRONT OR SIDE PROPERTY LINE THAN THE MINIMUM BUILDING SET-BACK LINES, AS SHOWN ON THE RECORDED PLAT.

6169 Sept. 22, 1980
 For Amendment Rec
 Mic. 84 pages 3/5-6.
 Marille Abbott R.H.C.

ENTERED FOR RECORD
 BOOK 83 JUL 18 1980 4119
 Marille Abbott
 RECORDER HENDRICKS COUNTY

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- (6) DRAINAGE AND UTILITY EASEMENTS: THE STRIPS OF GROUND MARKED DRAINAGE AND UTILITY EASEMENTS ARE HEREBY RESERVED FOR THE USE OF PUBLIC UTILITIES, NOT INCLUDING TRANSPORTATION COMPANIES, FOR INSTALLATION AND MAINTENANCE OF POLES, MAINS, DUCTS, LINES AND WIRES AND SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENTS HEREIN GRANTED AND RESERVED. THESE EASEMENTS ARE NOT FOR THE USE OF AND SHALL NOT BE USED FOR HIGH VOLTAGE ELECTRIC TRANSMISSION LINES OR HIGH PRESSURE LIQUID TRANSMISSION PIPE LINES, EXCEPT BY WRITTEN PERMISSION OF THE OWNER OF THE LAND AT THE TIME SAID TRANSMISSION LINE IS TO BE CONSTRUCTED. THE DRAINAGE EASEMENTS MAY BE USED BY THE PROPER AUTHORITIES INCLUDING THE HENDRICKS COUNTY DITCH BOARD OR BY ANY OF THE SEVERAL OWNERS OF THIS SUBDIVISION OR ANY OTHER SECTIONS OF THIS SUBDIVISION FOR THE INSTALLATION AND THE MAINTENANCES OF EITHER SURFACE OR SUBSURFACE DRAINAGE. TO ACCOMPLISH SAID DRAINAGE, THE EXISTION GRADE OF SAID EASEMENT MAY BE ALTERED TO ANY GRADE NECESSARY. IN NO SITUATION SHALL ANY OWNER BLOCK THE DRAINAGE IN ANY MANNER ALONG SAID DRAINAGE SWALES. THIS COVENANT HEREBY GRANTS THE HENDRICKS COUNTY DITCH BOARD THE AUTHORITY TO ACCEPT ALL DRAINAGE AND UTILITY EASEMENTS FOR THE PURPOSES OF ESTABLISHING LEGAL DRAIN.
- (7) LANDSCAPING: ALL LOTS, WHETHER IMPROVED OR NOT, SHALL BE MOWED BY THE OWNER OF THE LOT OR THEIR DESIGNATED REPRESENTATIVE A MINIMUM OF ONCE PER MONTH DURING THE MONTHS OF APRIL THROUGH SEPTEMBER.
- (8) UTILITY BUILDING: A UTILITY BUILDING MAY BE CONSTRUCTED ON EACH LOT, IF APPROVED BY THE ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE. THIS UTILITY BUILDING IS TO BE CONSTRUCTED IN SUCH MANNER AS TO MEET THE STANDARDS OF CONSTRUCTION AS USED IN THE CONSTRUCTION OF THE HOUSE. THE UTILITY BUILDING SHALL BE LOCATED BEHIND THE MAIN DWELLING AND IN NO INSTANCE SHALL THE UTILITY BUILDING BE LOCATED IN FRONT OR AT THE SIDE OF THE MAIN DWELLING.
- (9) VEHICLE PARKING: NO VEHICLE SHALL BE ALLOWED TO PARK ON ANY STREET WITHIN SAID SUBDIVISION EXCEPT FOR A REASONABLE LENGTH OF TIME WHEN THE VEHICLE IS BEING USED FOR DELIVERY OR PICKUP PURPOSES.
- (10) RECREATIONAL VEHICLES, BOATS AND NON-USED OR NON-OPERATIONAL VEHICLES SHALL BE KEPT IN EITHER THE DWELLING GARAGE, BASEMENT, OR UTILITY BUILDING.
- (11) BUSINESSES: NO MERCANTILE BUILDING SHALL BE ERECTED, BUILT, OR PLACED ON THE SAID DESCRIBED REAL ESTATE, NOR ANY BUSINESS OF ANY NATURE BE CARRIED ON IN A MANUFACTURING, WHOLESALING, OR RETAILING NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
- (12) NUISANCES: NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED OUT ON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
- (13) TEMPORARY STRUCTURES: NO STRUCTURE OF A TEMPORARY CHARACTER, MOBILE HOME, BASEMENT, TENT, SHED, GARAGE, BARN OR OTHER OUTBUILDINGS SHALL BE USED UPON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY. ALL DWELLING MUST BE FULLY COMPLETED UPON THE EXTERIOR BEFORE BEING OCCUPIED.
- (14) GARBAGE AND REFUSE DISPOSAL: NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH. TRASH, GARBAGE OR OTHER WASTES SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS. SAID GARBAGE, TRASH, OR OTHER WASTE SHALL BE DISPOSED OF WEEKLY BY A REFUSE COLLECTION SERVICE, DESIGNATED BY THE ABOVE MENTIONED ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE OR A HOME OWNERS ORGANIZATION IF ESTABLISHED. NO BURNING OF ANY WASTE, INCLUDING LEAVES, SHALL BE ALLOWED EXCEPT BY AN INDOOR INCINERATOR APPROVED BY SAID COMMITTEE. ALL EQUIPMENT FOR THE STORAGE AND DISPOSAL OF RUBBISH SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION AND SHALL NOT BE SO USED AS TO CREATE AN OFFENSIVE SIGHT OR ODOR.

- (15) ANIMALS: NO ANIMALS, LIVESTOCK OR POULTRY SHALL BE RAISED, BRED, OR KEPT UPON ANY LOT EXCEPT THAT DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES.
- (16) SEWAGE DISPOSAL: NO INDIVIDUAL SEWAGE DISPOSAL SYSTEM SHALL BE PERMITTED ON ANY LOT UNLESS SUCH SYSTEM IS DESIGNED, LOCATED, AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS, STANDARDS AND RECOMMENDATIONS OF THE HENDRICKS COUNTY BOARD OF HEALTH. APPROVAL OF SUCH SYSTEM SHALL BE OBTAINED FROM SAID AUTHORITY. IF, IN THE FUTURE, PUBLIC SEWAGE DISPOSAL FACILITIES ARE MADE AVAILABLE TO THE LOT OWNER OF THIS SUBDIVISION, EACH OWNER THEREIN SHALL ATTACH TO SUCH FACILITIES WITHIN TWO (2) YEARS OF THE AVAILABILITY DATE. RIGHT OF ENFORCEMENT OF THIS COVENANT IS HEREBY GRANTED TO THE HENDRICKS COUNTY PLAN COMMISSION, ITS SUCCESSORS OR ASSIGNS.
- (17) WATER SUPPLY: NO INDIVIDUAL WATER SUPPLY SYSTEM SHALL BE PERMITTED ON ANY LOT UNLESS SUCH SYSTEM IS DESIGNED, LOCATED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS, STANDARDS AND RECOMMENDATIONS OF THE HENDRICKS COUNTY BOARD OF HEALTH. APPROVAL OF SUCH SYSTEMS SHALL BE OBTAINED FROM SAID AUTHORITY. IF, IN THE FUTURE, PUBLIC WATER FACILITIES ARE MADE AVAILABLE TO THE LOT OWNERS IN THIS SUBDIVISION, EACH OWNER THEREIN SHALL ATTACH TO SUCH FACILITIES WITHIN TWO (2) YEARS OF THE AVAILABILITY DATE. RIGHT OF ENFORCEMENT OF THIS COVENANT IS HEREBY GRANTED TO THE HENDRICKS COUNTY PLAN COMMISSION, ITS SUCCESSORS OR ASSIGNS.
- (18) SIGHT DISTANCE AT INTERSECTIONS: NO FENCE, WALL, HEDGE, OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO AND SIX 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 INTERSECTIONS OF THE STREET LINE, OR IN CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET PROPERTY LINES EXTENDED. THE SAME SIGHT LINE 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 PLACEMENT. NO TREES SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCE OF SUCH INTERSECTIONS UNLESS THE FOILAGE LINE IS MAINTAINED AT A SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES.
- (19) DRIVEWAYS: ALL DRIVEWAYS SHALL BE PAVED WITH EITHER A CONCRETE OR ASPHALT SURFACE WITHIN ONE YEAR AFTER COMPLETION OF HOME.
- (20) FENCES: NO FENCE SHALL BE ERECTED ON OR ALONG ANY LOT LINE, NOR ON ANY LOT, THE PURPOSE OR RESULT OF WHICH WILL BE TO OBSTRUCT REASONABLE VISION, LIGHT, OR AIR, AND ALL FENCES SHALL BE KEPT IN GOOD REPAIR AND ERECTED REASONABLY SO AS TO ENCLOSE THE PROPERTY AND DECORATE THE SAME WITHOUT HINDERANCE OR OBSTRUCTION TO ANY OTHER PROPERTY. NO FENCE SHALL BE ERECTED BETWEEN THE FRONT PROPERTY LINES AND THE BUILDING SETBACK LINE OTHER THAN A FENCE OF A DECORATIVE NATURE NOT EXCEEDING THREE (3) FEET SIX (6) INCHES IN HEIGHT AND THEN ONLY IF APPROVED BY THE ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE.
- (21) STORAGE TANKS: OIL OR GAS STORAGE TANKS SHALL BE EITHER BURIED OR LOCATED IN A HOUSE OR GARAGE AREA.
- (22) SIGNS: NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW UPON ANY LOT, EXCEPT THAT ONE SIGN OF NOT MORE THAN 5 SQUARE FEET, ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD. EXCEPT THAT, ANY SIGN REQUIRED BY LAW MAY BE DISPLAYED.
- (23) HUNTING OR TRAPPING: NO HUNTING OR TRAPPING SHALL BE ALLOWED ON ANY LOT OR OTHER AREA WITHIN THE BOUNDARIES OF "GLENBROOK".

- (24) ENFORCEMENT: IF THE PARTIES HERETO, OR ANY OF THEM, THEIR HEIRS OR ASSIGNEES SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY PERSON, OR PERSONS OWNING ANY LOT OR LOTS IN SAID SUBDIVISION TO PROSECUTE BY ANY PROCEEDING AT LAW OR EQUITY THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT AND EITHER TO PREVENT HIM OR THEM FROM SO DOING OR TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. A VIOLATION OF ANY RESTRICTION HEREIN WILL NOT RESULT IN REVERSION OR FORFEITURE OF TITLE.
- (25) TERM: 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 THAT 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 PART.
- (26) SEVERABILITY: INVALIDATION OF ANY ONE OF THESE COVENANTS, BY COURT ORDER, SHALL IN NO WAYS, AFFECT ANY OF THE OTHER PROVISIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF: THE SAID PARTY AS OWNERS AND PROPRIETORS OF THE ABOVE DESCRIBED SUBDIVISION HAS HERETO SET THEIR HANDS AND SEALS THIS

15th DAY OF JULY 1980.

Keith E. Cook
Marlene K. Cook

 KEITH E. COOK AND
 MARLENE K. COOK

STATE OF INDIANA)
) SS
 COUNTY OF HENDRICKS)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED KEITH E. COOK AND MARLENE K. COOK DO ACKNOWLEDGED THE EXECUTION OF THE ABOVE AND FOREGOING PROTECTIVE COVENANTS AS THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND SEAL, THIS 15th DAY OF JULY, 1980

MY COMMISSION EXPIRES JANUARY 23, 1984
NOTARY RESIDES IN MARION COUNTY

Warren A. Sparks

 WARREN A. SPARKS
 NOTARY PUBLIC

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BOOK 84 PAGE 315

AMENDMENT

TO

ENTERED FOR RECORD

BOOK 84 PAGE 315
SEP 22 1980

Marville Abbott
RECORDER HENDRICKS COUNTY

CROSS REFERENCE

"GLENBROOK RESTRICTIVE COVENANTS"

KNOW ALL MEN BY THESE PRESENTS THAT:

KEITH E. COOK AND MARLENE K. COOK, husband and wife, and
E. E. RIPBERGER BUILDERS, INC. are all of the owners of Glenbrook,
a subdivision in Washington Township, Hendricks County, Indiana,
the plat of which was recorded July 18, 1980 in Plat Book 10,
page 93, in the office of the Recorder of Hendricks County,
Indiana; and

WHEREAS there are certain restrictive covenants placed upon
Glenbrook, which covenants have been recorded in Miscellaneous
Record 83, pages 687-690, in the office of the Recorder of
Hendricks County, Indiana; and

WHEREAS the undersigned owners are desirous of amending
those recorded restrictive covenants, in limited form, which are
set forth hereinafter.

NOW THEREFORE in consideration of the premises the undersign-
ed, being all owners and proprietors of Glenbrook, do hereby
amend the restrictive covenants heretofore recorded as follows:

- A. That in lieu of and replacing paragraph numbered
3 of the above referenced recorded restrictive
covenants shall be the following clause:

"(3) DWELLING SIZE: The ground floor area of
the main structure, exclusive of one story
porches and garages, shall be not less than
1650 square feet in the case of a one story
structure, not less than 900 square feet in
the case of a multiple story structure, with
no less than 2000 square feet of finished
floor area in such multiple story structure."

- B. That there is hereby added to the restrictive
covenants the following paragraph:

"(27) SIDE LOT BUILDING LINE: No building
shall be located nearer than 15 feet to an
interior lot line, and for purposes of this
covenant, eaves, steps and open porches shall
not be considered a part of the building,
provided that this shall not be construed to
permit a portion of a building to encroach
upon any other lot."

The undersigned agree and represent that all other covenants
as appearing in Miscellaneous Record 83, page 687 et.stq. are in
full force and effect and that this amendment is only for the

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purposes of changing paragraph 3 therein and adding paragraph 27 as set forth above.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals this 18th day of August, 1980.

Keith E. Cook
(Keith E. Cook)

Marlene K. Cook
(Marlene K. Cook)

E. E. RIPBERGER BUILDERS, INC.

BY: E. E. Ripberger
(E. E. Ripberger),
President

BY: Robert E. Ripberger
(Robert E. Ripberger),
Secretary-Treasurer

STATE OF INDIANA)
) ss:
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared Keith E. Cook and Marlene K. Cook, husband and wife, and E. E. Ripberger and Robert E. Ripberger, President and Secretary-Treasurer, respectively, of E. E. Ripberger Builders, Inc., who acknowledged the execution of the foregoing Amendment to "Glenbrook Restrictive Covenants", and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of August, 1980.

My commission expires:

Jan. 23, 1980

County of residence:

Marion

Warren A. Sparks
-Notary Public
Notary resides in Marion County

This instrument was prepared by:

Lee T. Comer, Attorney-at-Law
P. O. Box 207
Danville, Indiana 46122
(317) 745-5401.