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ENTERED FOR RECORD 425

Declaration of Real Estate Restrictions

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Recorded
Misc. Record

Recorder Hendricks County

We, the undersigned, LEDGEWOOD BUILDERS INC.
and as sole owners and proprietors of the following described real estate in Hendricks
County, in the State of Indiana, to-wit:

A part of the west half of the East half, of the South East quarter, of Section 32
Township 16 North of Range 1 East, The same being more particularly described as follows
to-wit:

Starting at a stone which is located at the corner of the W1/2 E1/2 SE1/4 Sec. 32 T16N
R1E measure 663.35' along said section line, then measure N00°-20'E 16.5 feet to the point
of beginning. Thence measure N00°-20'E 424.34 feet, thence N65°-20'W 58.20 feet, thence S56°-
10'W 94.10 feet, thence S71°-07'W 204.92 feet, thence S27°-00'W 153.20 feet, thence S44°-15'W
95.75 feet, thence S01°-00' 107.83 feet, thence E00°-00' 449.29 feet to the point of beginning.
Estimated to contain 3.61 Acres more or less.

(Together with other real estate)

hereby and by this indenture restrict the above described real estate as to the whole or
any part thereof, to any of their grantees, assigns, successors, heirs or legal represen-
tatives and to any person, persons corporations, banks, associations and/or anyone who
may obtain title to any portion of the above described real estate, as to the following
terms, stipulations, conditions, restrictions and covenants, to-wit:

(1) Building Location: No building shall be located on any tract nearer to the front
property line than 40' feet, nor nearer than 15' feet to any side property line, except
that on parcels 2&3 no building shall be located nearer to the front property line than
30' feet nor nearer than 75' feet to the property line along W. 10th street. and except
that on parcel 4 no building shall be located nearer than 75' feet to the property line along
W 10th street. except on parcels 2&3 building can be located 20' ft. from prop. line on radius.

(2) No single family residential dwelling or private dwelling shall be built or
erected or placed on said real estate, or any part thereof, except these having at least
1200 square feet on the first floor level, excluding garaged and porches.

(3) No unusual types of materials may be used for building purposes without the
permission of all the other owners of the above real estate. Material for construction such
as cinder blocks, concrete blocks, volcanic ash blocks, slag blocks and tile must be covered
with brick or stone veneer above ground. No imitation of brick or stone may be used.
All dwellings shall be covered with 80% masonry or masonry veneer.

(4) No trailer, basement, tent, shack, barn or other outbuilding erected upon said
real estate shall at any time be used as a residence temporarily or permanently

(5) No livestock of any kind, except household pets shall be kept on any portion
of the above described real estate.

(6) No tract shall be used or maintained as a dumping ground for rubbish, trash
garbage or other waste shall be kept in sanitary containers. All incinerators or other
equipment for storage of such material shall be kept in a clean and sanitary condition.

(7) All tracts shall be equipped with septic tanks, dry wells, and/or grease traps
with finger systems for septic tanks attached to kitchens and bathrooms, in accordance
with the requirements of the Indiana State Board of Health, at the time of installation
No outside toilet shall be placed upon any portion of the above described real estate.

(8) No portion of the above described real estate, after having been conveyed by
the undersigned, shall be resubdivided by the grantee of such conveyance or by the grantee
of any future conveyance.

(9) All of the above described real estate or any part thereof is hereby restricted
for one family residential purposes only.

(10) Storage tanks for petroleum products and containers for gas must be placed
within buildings or buried under ground.

(11) Restrictions pertaining to the Lake or body of water adjacent to and joining
onto the above described real estate. No fill of any kind shall be used to extend the
present ground area into said lake or body of water. All piers or docks shall not be over
6 feet in width and shall not extend over a distance of 15 feet from the bank.
No drains, septic tanks, dry wells or finger systems shall drain into the said lake except
rain water or surface water. No motors of any kind shall be permitted on said lake. No
part of said lake shall be used for dumping of trash or other waste. The lake shall be for
the use of property owners only and they shall use said lake at their own risk, and they
shall be responsible for their guests if any. No water shall be pumped from said lake for
any purpose.

(12) All plans and specification of dwellings to be built on the above described
real estate must be submitted to Ledgewood Builders Inc. for approval before work is
started on said dwellings, and all work on same must comply with the Hendricks Co.
building codes.

(13) At such a time when the owners of said lake deem it feasible the lake or body
of water shall be turned over to the owners of the said real estate adjoining or pertaining
to the above described lake. At which time an Association of property owners may be formed.

(14) If the parties hereto, or any of them or 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 portion of the above described real estate to prosecute and proceedings
at law or equity against the persons or person violating or attempting to violate any such
covenants and either to prevent him or them from so doing or to recover damages or other dues
for such violation. A violation of any restriction herein will not result in reversion or
forfeiture of title.

426 (15) These covenants are to run with this real estate and shall be binding on all parties to conveyances of said land and all parties claiming under them for a minimum of 20 years, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by vote or majority of the then owners of tracts it is agreed to change the said covenants in whole or in part.

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

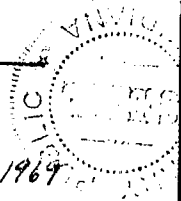
In Witness Whereof, the said Owners and proprietors, have hereunto set their hands and seals this 16 Day of APRIL

Hubert I. Fink
Hubert I. Fink
Raymond H. Fink
Raymond H. Fink
Donald W. Bruce
Donald W. Bruce
Marilyn R. Bruce
Marilyn R. Bruce

Ledgewood Builders Inc.
William R. Rutledge
President
John C. Rutledge
Secretary Treasurer

Subscribed and sworn to before me this 18th day of April 1966
My commission expires February 22, 1969

Sandra P. Merritt
Notary Public



Form 98-1M-11-54

5858
INDIANAPOLIS, IND.

ENTERED FOR RECORD

May 26 1966 10:00 AM
Gail B. Hillis

Recorder Hendricks County

STATE OF INDIANA, COUNTY OF MARION, ss:

G. Mae Winsted, being first duly sworn, on oath states that she is of lawful age and resides in the County of Hendricks State of Indiana, That she is the surviving widow of Floyd E. Winsted who died intestate on the 31st day of December 1965, and that as such surviving widow, she is the owner of the following described real estate situated in Hendricks County, Indiana:

part of the Northwest Quarter of the Northwest Quarter of Section Twenty-seven (27), Township Fifteen (15) North, Range One (1) East in Hendricks County, Indiana, to-wit: Beginning on the West line of said quarter quarter at a spike in the road which is four hundred two (402) feet south of the stone at the Northwest corner; thence south three hundred thirty-nine (339) feet to a pipe; thence deflecting left sixty-four (64) degrees thirty-six (36) minutes and running southeasterly eighty-two and five tenths (82.5) feet; thence deflecting left seventy-eight (78) degrees forty-eight (48) minutes and running northeasterly two hundred sixty-five and five tenths (265.5) feet; thence deflecting left twenty-eight (28) degrees twenty-five (25) minutes and running northeasterly one hundred sixty-two and three tenths (162.3) feet; thence deflecting left ninety-eight (98) degrees eleven (11) minutes and running west two hundred fifty-five and five tenths (255.5) feet to the place of beginning, containing one and sixty-eight hundredths (1.68) acre more or less.

That said decedent and this affiant acquired title to the above described real estate as husband and wife by virtue of a certain Warranty Deed executed by Harry D. Caylor and L. Bernice Caylor, husband and wife on the 16th day of January 1959, which said deed appears of record in Deed Record 177 at page 543-4 thereof of the records in the office of the Recorder of Marion County, Indiana, and Warranty Deed executed by Harry D. Caylor and L. Bernice Caylor, husband and wife, dated January 16, 1959, recorded in Record 177 pages 543-4. That all debts, funeral expenses and doctor bills of said decedent have been fully paid and satisfied, and that said decedent's estate has not been and is not to be administered upon.

That said decedent and this affiant were husband and wife at the time they took title to the above described real estate and that they remained such continuously until the death of said decedent, Floyd E. Winsted

That the gross value of the estate of said Floyd E. Winsted, deceased, together with his investment in all the property in which he held a joint interest was not more than 60,000 Dollars, and therefore not subject to Federal Estate Tax.

Declaration of Real Estate Restrictions

378

Recorded June 26, 1989

Misc. Record 52

ENTERED FOR RECORD
JUN 26 1989

do, the undersigned, Edgewood Subdivision and as sole owners and proprietors of the following described real estate in Hendricks County, in the State of Indiana, to wit:

A part of the west half of the east half of the south east quarter of Section 32 Township 16 North of Range 1 East. The same being more particularly described as follows to wit:

Ledgewood Section #3 Lots 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29.

(Together with other real estate hereby and by this indenture restrict their practices, assigns, successors, heirs or legal representatives and to any persons, partners, corporations, associations and/or anyone who may obtain title to any portion of the above described real estate, as to the following terms, stipulations, conditions, restrictions and covenants, to-wit:

(1) **Buildings.** Location: No building shall be located on any tract reserved to the Grant property line on the front boundary line shown on P at of Ledgewood Subdivision sec. 3 nor nearer than 15 feet to any side line, rear estate, or any part thereof, except to use having at least 1,000 square feet on the first floor level, including

(2) **No sin a family residential dwelling or private dwelling shall be built or erected or placed on said**

(3) **No unusual types of materials may be used for building purposes without the permission of all the other**

(4) **No trailer, basement, tent, shack, barn or other outbuilding erected upon said real estate shall at any time**

(5) **No livestock of any kind, except household pets shall be kept on any portion of the above described real**

(6) **No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall**

(7) **All tracts shall be equipped with septic tanks, dry wells, and/or grease traps with finger springs for**

(8) **No portion of the above described real estate, after having been conveyed by the undersigned, shall be**

(9) **All of the above described real estate or any part thereof is hereby restricted for one family residential**

DECLARATION OF REAL ESTATE RESTRICTIONS

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RECORDED FOR HENRICKS COUNTY
JUN 10 1975
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HENRICKS HENRICKS COUNTY

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WE, THE UNDERSIGNED, AND AS SOLE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED REAL ESTATE IN HENRICKS COUNTY, IN THE STATE OF INDIANA, TO WIT:

A PART OF THE WEST HALF OF THE EAST HALF, OF THE SOUTH EAST QUARTER, OF SECTION #32 TOWNSHIP 16 NORTH OF RANGE 1 EAST. THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:
LOTS 30, 31, 32, 33, 34, 35. LEDGEMOOD SUBDIVISION 5 TH SECTION. FIVE

(TOGETHER WITH OTHER REAL ESTATE)
HEREBY AND BY THIS INDENTURE RESTRICT THE ABOVE DESCRIBED REAL ESTATE AS TO THE WHOLE OR ANY PART THEREOF, TO ANY OF THEIR GRANTEES ASSIGNS, SUCCESSORS, HEIRS OR LEGAL REPRESENTATIVES AND TO ANY PERSON, PERSONS, CORPORATIONS, BANKS, ASSOCIATIONS AND/ OR ANYONE WHO MAY OBTAIN TITLE TO ANY PORTION OF THE ABOVE DESCRIBED REAL ESTATE, AS TO THE FOLLOWING TERMS, STIPULATIONS, CONDITIONS, RESTRICTIONS AND COVENANTS, TO-WIT:

- (1) BUILDING LOCATION: NO BUILDING SHALL BE LOCATED ON ANYTRACT NEARER TO THE FRONT PROPERTY LINE THAN THE FRONT BUILDING LINE SHOWN ON PLOT OF LEDGEMOOD SUBDIVISION SEC. NOR NEARER THAN 15 FT. TO ANY SIDE LINE.
- (2) SINGLE FAMILY RESIDENTIAL DWELLINGS SHALL BE BUILT ON SAID REAL ESTATE WITH AT LEAST 1260 sq. FEET EXCLUDING GARAGE AND PORCHES, THIS BEING ON FIRST FLOOR LEVEL.
- (3) NO UNUSUAL TYPES OF MATERIALS MAY BE USED FOR BUILDING PURPOSES WITHOUT THE PERMISSION OF ALL THE ABOVE SAID REAL ESTATE OWNERS. MATERIAL FOR CONSTRUCTION SUCH AS CINDER BLOCKS, VOLCANIC ASH, OR SLAG BLOCKS AND TILE MUST BE COVERED WITH BRICK OR STONE VENEER ABOVE GROUND. NO IMITATION OF BRICK OR STONE MAY BE USED. ALL DWELLINGS SHALL BE COVERED WITH 80% MASONRY OR MASONRY VENEER, EXCEPT THE LEVELS CAN BE 70% VENEER.

- (4) NO TRAILER, BASEMENT, TENT, SHACK, BARN OR OTHER OUTBUILDING ERECTED UPON SAID REAL ESTATE SHALL AT ANY TIME BE USED AS A RESIDENCE TEMPORARILY OR PERMANENTLY.
- (5) NO LIVESTOCK OF ANY KIND, EXCEPT, HOUSEHOLD PETS SHALL BE KEPT ON ANY PORTION OF THE ABOVE DESCRIBED REAL ESTATE.
- (6) NO TRACT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE, JUNK CARS OR OTHER WASTE. GARBAGE SHALL BE KEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR OTHER EQUIPMENT FOR STORAGE OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.
- (7) ALL TRACTS SHALL BE EQUIPPED WITH SEPTIC TANKS, WITH FINGER SYSTEMS ATTACHED TO KITCHENS AND BATH ROOMS, IN ACCORDANCE WITH THE REQUIREMENTS OF THE INDIANA STATE BOARD OF HEALTH AT THE TIME OF INSTALLATION. NO OUTSIDE TOILET SHALL BE PLACED UPON ANY PORTION OF THE ABOVE DESCRIBED REAL ESTATE
- (8) NO PORTION OF THE ABOVE DESCRIBED REAL ESTATE, AFTER HAVING BEEN CONVEYED BY THE UNDERSIGNED, SHALL BE RESUBDIVIDED BY THE GRANTEE OF SUCH CONVEYANCE OR BY THE GRANTEE OF ANY FUTURE CONVEYANCE.
- (9) ALL PLANS AND SPECIFICATIONS OF DWELLINGS TO BE BUILT ON THE ABOVE DESCRIBED REAL ESTATE MUST BE SUBMITTED TO LINDACOD BUILDERS INC. FOR APPROVAL BEFORE WORK IS STARTED ON SAID DWELLING AND ALL WORK ON SAME MUST COMPLY WITH THE HENDRICKS COUNTY BUILDING CODES.
- (10) ALL OF THE ABOVE DESCRIBED REAL ESTATE SHALL NOT ACQUIRE ANY INTEREST IN FEE OR RIGHT TO USE OF THE LAKE REFERRED TO IN SECTIONS ONE, TWO THREE AND FOUR OF SAID SUBDIVISION.

IF THE PARTIES HERETO, OR ANY OF THEM OR THEIR HEIRS, ASSIGNEES SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY PORTION OF THE ABOVE DESCRIBED REAL ESTATE TO PROSECUTE AND PROCEEDINGS AT LAW OR EQUITY AGAINST THE PERSONS OR PERSON VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS AND EITHER TO PREVENT HIM OR THEM FROM SO DOING OR TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATION.

A VIOLATION OF ANY RESTRICTION HEREIN WILL NOT RESULT IN REVERSION OR FORFEITURE OF TITLE.

THESE COVENANTS ARE TO RUN WITH THIS REAL ESTATE AND SHALL BE BINDING ON ALL PARTIES TO CONVEYANCES OF SAID LAND AND ALL PARTIES CLAIMING UNDER THEM FOR A MINIMUM OF 10 YEARS, AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS, UNLESS BY VOTE OR MAJORITY OF THE THEN OWNERS OF TRACTS IT IS AGREED TO CHANGE THE SAID COVENANTS IN WHOLE OR IN PART

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 OWNERS AND PROPRIETORS, HAVE HEREBY SET THEIR HANDS AND SEALS THIS DAY OF

LEDGEWOOD BUILDERS INC.

William R. Rutledge
PRESIDENT

John C. Rutledge
SECRETARY TREASURER

SUBSCRIBED AND SWORN

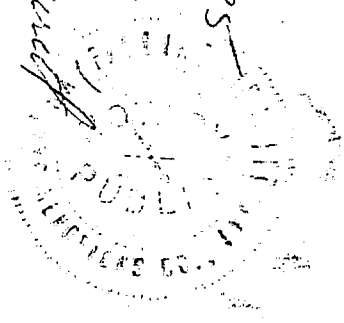
TO BEFORE ME THIS

30 DAY OF

8-26-77

Franklin H. Hensley
NOTARY PUBLIC

NOTARY PUBLIC



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