366

7.814

AFFIDAVIT

ENTERED FOR RECORD Þ, M. P.D Recorder Hendricks County

STATE OF INDIANA

HENDRICKS COUNTY

FRED E. SHELTON having first been duly sworn upon his oath says that he is well and personally acquainted with John G. Shelton mentioned as one of the grantees in a certain warranty deed recorded February 27, 1951 in Deed Record 162 page 588. Hendricks County records.

Affiant further says that said John G. Shelton departed this life, intestate, on the 30 day of Affiant further says that the entire estate of said decedent, including all jointly owned real and personal property, together with the proceeds of life insurance in effect on his life at the time of his death did not exceed sixty thousand dollars, and therefore was not subject to Federal Estate tax.

Affiant further states that he knows of his own personal know-ledge that John G. Shelton and Anna Shelton lived together continuously as husband and wife from the date of the above mentioned deed until the date of death of sain John G. Shelton.

Further affiant saith not

Fred E.

MES

Subscribed and sworn to before me

July 1963. 3rd day this 2 Comer

Norman S. Comer Notary Public in and for the County of Hendricks and State Indiana.

helle.

My commission expires:

January 17, 1967

This instrument was prepared by Norman S. Comer.

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ENTERFO FOR REC. RU EUS 19 M 3.77 M l b Miller

Recorder Hendricks Dounty

CERTIFICATE

The undersigned, Harrison Homes, Inc. does hereby certify that it is the fee simple owner of the following described real estate situated in Hendricks County, Indiana, to-wit:

Lots Numbered 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27 and 28 in Gordon Heights, First Section, an Addition to the town of Brownsburg, Hendricks County, Indiana, per plat thereof recorded in Plat Book 5 page 108-9, Hendricks County records; and Indiana, as

Further that the above numbered lots are all of the lots contained within the addition known as Gordon Heights, First Section.

The undersigned further certify that it has promoted other additions in the near vicinity of the above mentioned Gordon Heights, First Section, and that the name of the last addition is First Section, Maple Brook Gardens.

THEREFORE, by this indenture the undersigned do hereby change the name of said Gordon Heights, First Section to read as follows:

"Lots Numbered 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 in Second Section, Maple Brook Gardens, an Addition to the town of Brownsburg, Hendricks County, Indiana, as per plat thereof recorded in Plat Book 5 page 108-9, Hendricks County records."

The undersigned further certify that all restrictive covenants recorded in the Hendricks County records which heretofore pertained to the Lots in Gordon Heights, First Section shall hereafter be applicable to the above named Second Section, Maple Brook Gardens.

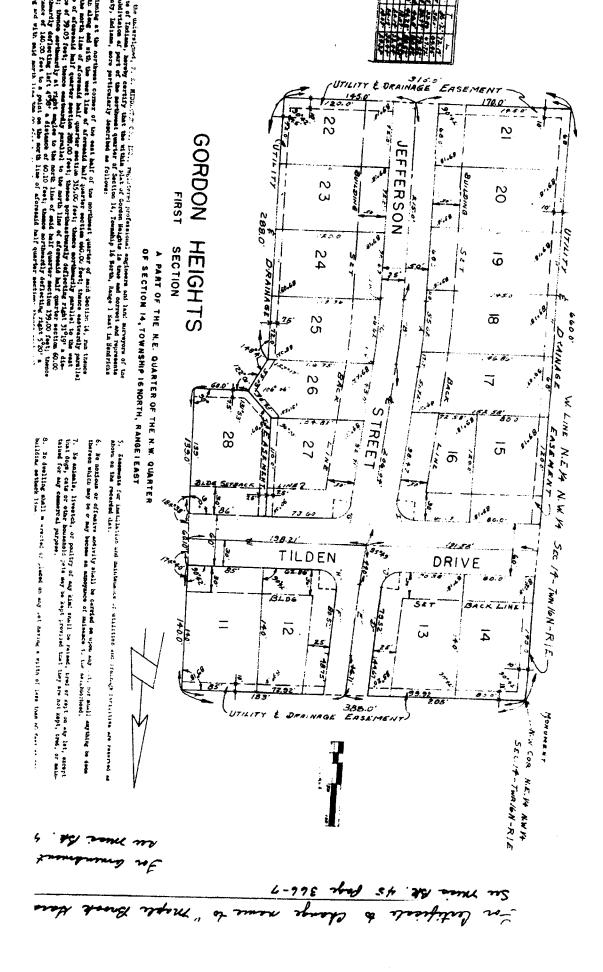
IN WITNESS WHEREOF, the undersigned has hereunto set its hand and corporate seal this 3rd day of July, 1963. 367 , OH 10 HARRISON HOMES, INC. F. Car James . Carter-Vice President Attest: *loude (2* de Carter-Gertrude cretary STATE OF INDIANA MARION COUNTY Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Harrison Homes, Inc. by James F. Carter its Vice President and Gertrude Carter, its Secretary and acknowledged the execution of the foregoing certificate to be of their own free will that act. WITNESS my hand and Notarial Seal this 3rd day of July, 1963. character our our dere GERALDINE SURFACIATING Public My commission expires: July 1 1964 This instrument was prepared by Norman S. Comer. ENTERED FOR RECORD ly 6 19 AT 1/100M 7.550 O & Bills VENDOR'S AFFIDAVÍT Geraldine Chadwick Monte C. Chadwick and duly Sworn, say: That they are the owners in fee simple of the following described real estate, The East half of lot Numbered One (1) in Block Numbered Thirty-Two (32) in the Original Town of Danville, Indiana That there are not any liens or encumbrances on said real estate as of this date except: current taxes That they are the lawful owners thereof and entitled to mortgage the same. That there are not any unpaid labor or material bills furnished or supplied within the past sixty (60) days for/which Mechanie's Liens have been or could be filed. That affiants make this affidavit for the purpose of inducing the Citizens Savings & Loan Association to receive from/the undersigned a first mortgage on the above described real estate. Morto C. Chadwick Tesa Edma Chaden Geraldine Chadwick STATE OF INDIANA) HENDRICKS COUNTY) Subscribed and sworn, to before me, a notary public in and for said county and state, this _6t day of _July , 1962 3

Notary Public Hertha M. Harris

My commission expires

7-b-18 1966

Sec. 37.



288.0

GORDON HEIGHTS

FIRST

SECTION

A PART OF THE N.E. QUARTE OF SECTION 14, TOWNSHIP 161

1000

we, the unisretened, F. S. HIDDLETT CO., INC., registers; professional engineers and land surveyors of the State of Indiama, hereby certify that the within plat of Gorden Heights is true and correct and represents a subdivision of part of the serthment quarter of Section 14, Towaship 16 North, Range 1 Rest is Hendricks County, Indiama, more particularly described as follows:

Beginning at the northwest corner of the east half of the northwest quarter of said Section 14, Fur thence seath along and with the west line of aforeasid half quarter section 800.00 feet; thence eastwardly parallel to the morth line of aforeasid half quarter section 315.00 feet; thence continuity parallel to the west line of aforeasid half quarter section 200.00 feet; thence portheastwardly parallel to the west time of aforeasid half quarter section 200.00 feet; thence archaeatly at right major to the north line of aforeasid half quarter section 50.00 feet; thence archaeatly at right major to the north line of said half quarter section 199.00 feet; thence northwardly deflecting left 4790 a distance of 60.10 feet; thence northwardly deflecting left 4900 a distance of 60.10 feet themse northwardly deflecting left 4900 a distance of 140.00 feet to a point on the north line of aforeasid half quarter section; thence westwardly along and with said north line 300.00 feet to the place of beginning, containing 5.77 serve, more or less.

This subdivision commists of eighteen (18) lots numbered from 11 to 28 inclusive. The size of the lots, the widths of the etreets and escapents are shown in figures descring feet and decital parts thereof.

IN WITHESS VERMEOF we have hereunte affixed our seal this let day of February, 1963.

P. E. HIDGLETON CO., INC., EXCIMMENS

BT: G. W. Moore, seg. #2373

The undersigned, Jay G. willians and lois E. willians, hashed and wife, and instruce E. willians and Rerie H. Willians, hashed and wife, the owners and proprietors of the real cetate shows and described herein, do hereby certify that they have laid off, platted and subdivided, and do hereby lay off, plat and subdivide said real estate in accordance with the within plat. This auditions small be known and designated as "Gerdon Reighte, First Section," an addition to the Town of Recomburg, Hendricks County, Indiana. All streets, easements and public ways snown and met heretofers dedicated, are hereby indicated to the public.

That they do hereby establish and declare the following protective and restrictive covenants covering the making of the said real estate.

- 1. He let shall be used except for remidential purposes. No building shall be erected, altered, placed or permitted to remain on any let other than one detached single-family dwelling not to exceed two and one-half steries as height and a private garage for not more than two core.
- 2. No screen planting over 36 inches high and no fence permitted between building retback line and front let line.
- 5. The ground floor maps of the rain structure or country of open portions and detected garages shall be not less than 1.000 square fore for a race-large transfers, nor have then 1800 square fore in the case of a rate of the second of the second or two-story structure without an attached garage. Two handred and forty [240] square feet of the floor area of an attached warms may be counted as a part of the ground floor area, a garage separated from the main structure by an open byestowny shall not be countered an attached garage.
- 4. No mailting shall be located on any lot nearer to the front lot line or measur to the size street line than the sinusum building setback lines shown on the recorded plat. In any event, no building small be located on any lot nearer than \$6 feet to the front lot line, or nearer than \$6 feet to say nice street line. No building small be located nearer than then to say nice properly line, except that the very variable the required for a garage or other permitted closurer building leaded by location building and the line. No include the say building leaded line. He could nearly shall be leaded on any business of more than 5 feet to the rear lot line. For the purpose of this devenue, they are in the constraint to permit may justice if a building, prevised, neveres, that the constraint to permit may justice if a building on list the ancrossed upon mother lot. No analyse, shall where I want upon an excessed as shown on the recorded plat.

Under the suthersty provides by Campter 174 - Authors (147, enacted by the Selection is enactly of the obtained and all ects associatory thereto, and missione storted by the Selection considered of the common of Brownstone, Indiana, this pist was given appeared on the common or conventuring as follows.

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- No noxious or offesive activity shall be carried on upon any ...t. nor shall enything be done
 thereon which may be or may become an anneyance of missages to the assembled.
- 7. We animals, livestck, or poultry of any kimi shull be relead, bred or kept on any let, except that dogs, cats or other bousshold yets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
- 8. No dwelling shall me arected or pieced on any let having a with of less than 80 fees at the building setheck line.
- 9. The dwellings erected on the fellowing numbered lots, if through lo; 27 and 28, aball have a assessy front which my be of brick or stone of cambination thereof, or a conjunction of mesony and now wond or other withing attack.
- 10. No let oheld be used or satisfactions as a dumping ground for rubbind, trunn, garbage or other usets shall not be kept except in satisfacy containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and manitury condition.
- No structure of a temporary cuaracter, trailer, unseems, tent, shous, garage, burn or other outbuilding aboil be used on any let at any time on a residence either temporarily or personently.
- 12. To fonce, wall, odgs or should planting which obstructs night lines at Sevetiens to add 6 feet above the redway shall be pland or permitted to remain or any corner let situs the triungular area formed by the street property hince and a line consecting times at pasts 45 test from the intermeetion of the street lines, or in case of a reducing reporty corner from the intersection of the street property lines extended. The access agastions institute shall apply on any let within 10 feet from the intersection of a street property line with the edge of a line enday or alloy parameter. No true shall be permitted to remain within much not the dege of a line enday or alloy parameter. No true shall be permitted to remain within much nuterior of such substruction unless the foliage line is maintained at mufficient neight to prevent observation of such might lines.
- 13. These coverants is to man with the last and should be banding on all parties and all persons claiming under them for a person of 25 years from the last three lastenants are recorded, after which them said covenants shall be submentionally extended for manager persons of 1, years, makes as instrument signed by a emperity of the their owners of the last less recorded, agreeing to change shall coverents in which or in part.
- 16. deforcement shall be by precedings at law or in equity against any person or persons violating or attempting to wishits any covenant enters to rectain violation or to rectain images. Scalation of all or any pac of these covenants will not result in prevents and these.

15. Invalidation of a y por a there are the adjusted court order and approximate the formation of which shell remain first and are effect.

Jag Milliama Source

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July 20 R

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