


point of which bears North 42 degrees 00 minutes 00 seconds West; thence North 42 degrees 00 minutes 00 seconds West 206.70 feet to a point which bears North 12 degrees 00 minutes 00 seconds West from the said radius point; thence North 42 degrees 00 minutes 00 seconds East; thence North 42 degrees 00 minutes 00 seconds East 23.56 feet to a point which bears North 42 degrees 00 minutes 00 seconds West from the said radius point; thence North 48 degrees 00 minutes 00 seconds East 44.09 feet to a curve having a radius of 302.35 feet, the radius point of which bears South 42 degrees 00 minutes 00 seconds East; thence North 89 degrees 47 minutes 59 seconds East 285.74 feet to a point which bears North 01 second West from the said radius point; thence North 89 degrees 47 minutes 59 seconds East 285.74 feet to the place of beginning, containing 14.685 acres, more or less.

This subdivision consists of 26 lots, numbered 1 through 26, inclusively and Block "A". The size of the lots and widths of the streets are shown in figures denoting feet and decimal parts thereof.

This survey was made by me during the month of June, 1976.  
Witness my signature this 9th day of June, 1976.

  
Paul I. Grudo  
Registered Land Surveyor #9901

The undersigned, Indun Realty, Inc., owner of the real estate shown and described herein being a part of land described, conveyed by multiple deed and recorded as Instrument #8553, Book 236, pages 525 to 531, inclusively, in the Office of the Recorder of Hendricks County, Indiana on May 7, 1975, do hereby certify that we have laid off, platted and subdivided and do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as Preswick Green-Section One an addition to Hendricks County, Indiana.

In order to afford adequate protection to all present and future owners of lots in this subdivision and future sections of Preswick Green, if any, the undersigned owner hereby adopts and establishes the following protective covenants, each and all running to the benefit of each and every owner of any lot or lots in said subdivision, their heirs and/or assigns, binding all the same such grantor and their heirs and/or assigns. As additional sections of Preswick Green are added, such sections shall be subject to protective covenants compatible with the covenants contained herein.

1. All streets shown on this plat and not heretofore dedicated are hereby dedicated to the public.
2. All lots in this subdivision shall be known and designated as residential lots and no lots will be re-subdivided into two or more building lots without the express, written consent of the Building Committee.
3. No structure shall be erected, altered, placed, or permitted to remain on any residential lot other than one single-family dwelling, a private garage and such other outbuildings usual and incidental to the use of such residential lot.
4. No residence, dwelling house, garage, servant's quarters or other structures of any nature, composition or description shall be constructed or erected on any lot until the building plans, including plat plans, specifications, plans for landscaping and any other data or information which may be required shall be submitted for approval to the Building Committee herein established, said approval to be evidenced by a written instrument and stamped approval executed by the Committee and delivered to the person or persons requesting such approval.
5. The Building Committee shall consist of three members, appointed by Indun Realty Inc., hereinafter referred to as the Development Company, its successors or assigns. The members of said committee shall be subject to removal at any time with or without cause. Any vacancies which occur from time to time shall be filled by the Development Company, its successors or assigns. A majority of the said members shall constitute a quorum for approval or disapproval of any plans submitted and the decision of the majority shall control without exception and their decision shall be final. The Committee shall determine whether the proposed structures, plans and specifications show conformity and harmony of external design with existing structures in the subdivision and in the event that the Building Committee does not indicate in writing its approval or disapproval of plans submitted within a period of 15 days after submission, the Committee shall be deemed to have approved such plans. No charge shall be made to any purchaser of any lot for examination of plans or for giving approval as provided. The Building Committee may allow reasonable variances or adjustment of the restrictions hereby established where literal application results in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purpose of these restrictions and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the Development. Neither the Building Committee nor any agent thereof, nor the Development Company shall be responsible in any way for any defect in any plans, specifications or other materials submitted to it, nor for any defects in any work according thereto.
6. No residence or dwelling shall be constructed on any lot or part thereof unless such residence, exclusive of open porches, attached garages and basements, shall have a ground floor area of 1500 square feet. If a one-story structure, or 1000 square feet. If a higher structure, provided also that in case of a building higher than one-story there shall be at least 500 square feet in addition to the ground floor area.
7. No trailer, shack, tent, basement, garage or other out-building shall be used at any time as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

8. Easements: There are strips of ground as shown on the within plat marked "Drainage Easements" (D.E.) and "Utility Easements" (U.E.). Either separately or in any combination of the three, which are reserved for the use of the utility companies as follows: "Drainage Easements" (D.E.) are established to provide paths and courses for ditches and drains for the purpose of conveying surface water to serve the needs of this and adjoining ground and/or public drainage systems. No structure, including any building, shall be erected, which will obstruct flow from the area being served. By acceptance of a deed to a lot, each owner, his heirs, assigns, successors and assigns, shall maintain all Drainage Easements shown on the plat in the form of easements by the building and/or the utility company. The utility company shall dispose of said clay and/or rubble for the purpose of installation and maintenance of sewers and drains. The utility company shall also be responsible for the disposal of said clay and/or rubble for the purpose of installation and maintenance of sewers and drains. For the utility and maintenance of mains, ducts, poles, lines and wires and also all rights and uses specified for sewer easements above described, all such easements shall include the right of reasonable ingress and egress from said strips for the exercise of the other rights reserved. No structure, including fences, shall be built upon the seven Easements or the Utility Easements.
9. The ownership, use and maintenance of Block "A" as shown on the plat is hereby exclusively reserved by Indun Realty, Inc., its successors or assigns. Additionally, the Henry-Fly, (25) Foot Drainage Easement (D.E.) directly adjoining Block "A" is hereby conveyed to said construction and maintenance of Block "A" by Indun Realty, Inc., its successors or assigns.
10. No residence, dwelling house or any other structure whatsoever shall be used for the purpose of carrying on a business, trade, profession or any other calling.
11. "Building Lines" (B.L.) are established as shown on this plat between which line and the front lot line no building shall be erected, placed, altered or permitted to remain. Without the prior written approval of the Building Committee, given or refused in its sole discretion, no structure of any part thereof shall be built or erected nearer than 10 feet to any side yard line on one side and the total of both sides shall not be less than 20% of the entire width of the lot as measured at the building line, or nearer than 25 feet to any rear lot line.
12. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, 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 points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
13. The owner of any lot in the subdivision shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly. Additionally, each lot owner shall be responsible for maintaining the slightly appearance and junction of "Drainage Easements" over his respective lot. In the event that the owner of any lot in the subdivision shall fail to maintain his lot and any improvements situated thereon in accordance with the provision of these restrictions, the Building Committee shall have the right, but not the obligation, by means through its agents, employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform with the requirements of these restrictions. The cost therefore to the Building Committee shall be collected from the owner or owners as determined by the Building Committee. Whether the Building Committee does nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance performed hereunder.
14. The owner of each lot in the subdivision shall be entitled to the use and enjoyment of the Common Areas and Community Facilities of Prestwick Community Services Association, Inc., as defined in that certain Declaration as supplemented from time to time, recorded on February 5, 1974, as Instrument #6710, in Book 69, Pages 25 through 74, in the Office of the Recorder of Hendricks County, Indiana and by acceptance of a deed to a lot, each owner covenant and agrees to pay annual charges to the Prestwick Community Services Association, Inc. for the use and enjoyment of the Common Areas and Community Facilities. The amount of the annual charges shall be based on the cost of operation and maintenance of such facilities, exclusive of roadways and street lighting thereof, for the year of such usage and based on the number of lots in the subdivision in proportion to the total of all living units in the planned unit development known as Prestwick, plus all lots in the subdivision and any other subdivision now or hereafter forming a part of the Prestwick development which are entitled to use Common Areas and Community Facilities. If street lighting is installed on the streets within the subdivision, the cost of maintenance and operation of such street lighting shall be shared equally by each lot owner in the subdivision and any future sections of the subdivision. Contracts with public utilities covering operation and maintenance of street light may be entered into by Prestwick Community Services Association, Inc., on behalf of the lot owners, and each lot owner covenants and agrees to pay to Prestwick Community Services Association, Inc. his pro-rata share of the utility company.
15. No poultry or farm animals shall be kept on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or bird properly confined to his particular lot.
16. No camper, motor home, truck, trailer or boat shall be stored in the open in public view. No vehicle shall remain parked continuously between the hours of 12 midnight and 6 a.m. on any street in the subdivision.
17. The right to enforce the within provisions, restrictions and covenants, by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs or assigns and the Hendricks County Plan Commission and its successors, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners, by or through any such violation or attempted violation, said provisions (as they may be amended under Government 19) shall be in full force and effect until it is agreed that the covenants shall terminate in whole or in part.
18. Invalidation of any one of these restrictions or part thereof by judgement or court order shall not affect or render the remainder of said restrictions invalid or inoperative.

said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. The owner of any lot in the subdivision shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly. Additionally, each lot owner shall be responsible for maintaining the sightly appearance and function of "Pinnacle Estates" over his respective lot. In the event that the owner of any lot in the subdivision shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, the Building Committee shall have the right, but not the obligation, by and through its agents, employees or contractors, to enter upon said lot and repair, mow, stem or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform with the requirements of these restrictions. The cost therefore to the Building Committee shall be collected from the owner or owners as determined by the Building Committee. Neither the Building Committee nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance performed hereunder.

14. The owner of each lot in the subdivision shall be entitled to the use and enjoyment of the Common Areas and Community Facilities of Preswick Community Services Association, Inc., as defined in that certain Declaration as supplemented from time to time, recorded on February 5, 1974, as Instrument #4110, in Book 69, pages 55 through 74, in the Office of the Recorder of Hendricks County, Indiana and by acceptance of a deed to a lot, each owner covenants and agrees to pay annual charges to the Preswick Community Services Association, Inc. for the use and enjoyment of the Common Areas and Community Facilities. The amount of the annual charge shall be based on the cost of operation and maintenance of such facilities, exclusive of roadway and street lighting thereof, for the year of such usage and based on the number of lots in the subdivision and any other subdivision now or hereafter forming a part of the Preswick planned unit development known as Preswick, plus all lots in the subdivision and any other subdivision now or hereafter forming a part of the Preswick development which are entitled to use Common Areas and Community Facilities. The cost of maintenance and operation of such street lighting shall be shared equally by each lot owner in the subdivision and any future sections of the subdivision. Contractors with public utilities covering operation and maintenance of street lighting may be entered into by Preswick Community Services Association, Inc. on behalf of the lot owners, and each lot owner covenants and agrees to pay to Preswick Community Services Association, Inc. his pro-rata share of the contract charges by the utility company.

15. No poultry or farm animals shall be kept on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or bird properly confined to his particular lot.

16. No camper, motor home, truck, trailer or boat shall be stored in the open in public view. No vehicle shall remain parked continuously between the hours of 12 midnight and 6 a.m. on any street in the subdivision.  
17. The right to enforce the within provisions, restrictions and covenants, by injunction, together with the right to cause the removal by the process of law of structures erected or maintained in violation thereof, is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs or assigns and the Hendricks County Plan Commission and its successors, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners, by or through any such violation or attempted violation, said provisions (as they may be amended under Covenant 19) shall be in full force and effect until it is agreed that the covenants shall terminate in whole or in part.

18. Invalidation of any one of these restrictions or part thereof by judgment or court order shall not affect or render the remainder of said restrictions invalid or inoperative.

19. Any limitations or restrictions herein contained may be amended from time to time if the owners of at least two-thirds of the lots agree thereto. Each amendment shall be evidenced by written instrument signed and acknowledged by the owner or owners concurring therein, setting forth the facts sufficient to indicate compliance with this instrument and recorded in the Office of the Recorder of Hendricks County, Indiana. Each amendment is subject to the approval of the Hendricks County Plan Commission.

Witness our hands and seals this 10th day of JUNE, 1976.  
STATE OF INDIANA )  
COUNTY OF MARION )



INDIAN REALTY, INC.  
By: James A. Street Title: Notary Public  
Attest: \_\_\_\_\_ Title: \_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_  
Under authority provided by Chapter 23-1-1-1976,  
County Commissioners of the County of Hendricks, approved by the Hendricks County Plan Commission at a meeting held \_\_\_\_\_ 1976.

Howard A. Street  
Secretary