

The undersigned, John Price and LoRene Price, his wife, and Glen Beaman and Mildred Beaman, husband and wife as owners Section 1
/and proprietors of PRICE'S SUBURBAN HEIGHTS, the same as being a recorded plat in Washington Township, 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 Hendricks County Plan Commission, and recorded May 28, 1955, in the office of the Recorder of Hendricks County, Indiana, in Plat Book numbered 4, Page 85.

That they do hereby establish and declare the following protective and restrictive covenants covering the sub-divided recorded real estate and more particularly described and identified by reference as numbered lots on the recorded plat of PRICE'S SUBURBAN HEIGHTS: SECTION I.

(1)- Building Location. No building shall be located on any lot nearer to the front lot 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 100 feet to the front lot line, or nearer than 10 feet to any side property line.

(2) No single family residential dwelling and private one or two car garages shall be built, erected or placed there on except those having a foundation of at least 950 square feet on the 1st floor, however, doubles shall be permitted.

(3)- No residential structure shall be erected, altered, placed or permitted to remain on any portion of the above real estate to exceed one and one-half stories, and said dwellings must be built, having at least one-half stone veneer or one-half brick veneer.

(4)- No trailer, basement, tent, shack, garage, barn or other out-buildings erected upon said property shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(5)- Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on 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 purpose.

(6)- Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(7)- Lot Area and Width. No lot shall be resub-divided into, nor shall any dwelling be erected or placed on, any lot having a width of less than an average of 100 feet at the minimum building setback line.

(8)- Business Area. Lot numbered 12 shall be used for either Residential usage, or for commercial usage. However, any trade or business will be prohibited if there activity shall become obnoxious or offensive or any business that would have tendency to be detrimental to the surrounding area.

(9)- Signs. No signs of any kind shall be displayed to the public view on any lot except one profession sign of not more than one square foot, one sign of not more than five 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.

(10)- Trees. On each lot in which there is a dwelling erected thereon, a minimum of 2 trees shall be planted with at least 2½ inches in caliper.

(11)- These covenants are to run with this land and shall be binding on all the parties to conveyance of said land and all parties claiming under them for a minimum of

twenty years, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

(12)- 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 property to prosecute and proceeding at law or equity against 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 violation.

This instrument shall supercede and render null and void a certain instrument entitled Declaration of Covenants recorded May 5 1955. in Misc. Record 34 page 211-12-13.

IN WITNESS WHEREOF, the said parties as owners and proprietors of the above described recorded Plat in Washington Township, Hendricks County, Indiana, have hereunto set their hands and seals this 27th day of May 1955

Glen Beaman
Glen Beaman
As owner of Lot 35 only

Mildred Beaman
Mildred Beaman
As owner of Lot 35 only.

John H Price
John Price
As owner of lots 1 to 34 incl. and
lots 36 to 42 incl.

LoRene Price
Lo Rene Price
As owner of lots 1 to 34 incl. and
lots 36 to 42 incl.

STATE OF INDIANA)
)SS:
HENDRICKS COUNTY)

Before me, the undersigned Notary Public within and for said County and State, personally appeared John Price and LoRene Price, husband and wife; and Glen Beaman and Mildred B husband and wife, as owners and proprietors of the above described recorded Plat in Washington Township, Hendricks County, Indiana, and acknowledge the execution of the above Declaration of Covenants to be their voluntary act and deed, this 28th day of May, 1955.

(SEAL)

Donald E. Gray
Donald E. Gray -Notary Public

My commission expires April 28, 1956.

Entered for record May 28, 1955 at 11:01 A.M. *Maudie E. Pymon* R.H.C.

No. 7261 ✓ ELECTION OF TRUSTEES

TO WHOM IT MAY CONCERN: This is to certify that the following were elected trustees of the Plainfield Church of the Plainfield charge of the Northwest Indiana Conference of the Methodist Church located in Plainfield city or town, county of Hendricks State of Indiana, to serve until their successors are duly elected and qualified to wit:

- | | |
|--------------------|------------------------|
| 1958 Horace Arnold | 1956 Mrs. Orpha Osborn |
| 1958 Frank Eads | 1956 Charles Riddle |
| 1958 Howard Leech | 1957 Kenneth Ginn |
| 1956 Paul Kellum | 1957 Ed Spahr |
| 1957 Walton Woody | |

Done in this 4th Quarterly Conference of the Plainfield charge of the Northwest Indiana Conference of the Methodist Church on this 4th day of May, 1955.

Signed: J J Bailey Pres.
Kathryn Arnold Sec'y.

Entered for record May 31, 1955 at 11:41 P.M. *Maudie E. Pymon* R.H.C.