

The undersigned, Indus Realty, Inc., owner of the real estate described herein and being part of land conveyed by quitclaim deed recorded on May 2, 1935, at instrument No. 437 in Book 236, pages 525 to 531, of the Office of the Recorder of Hendricks County, Indiana, does hereby certify that it has laid off, platted and subdivided and does hereby lay-off, plat and subdivide the above described real estate in accordance with the within plat. This subdivision shall be known as designated as Ridgehill Section One, in 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 Ridgehill, if any, the undersigned owner hereby adopts and establishes the following protective covenants, each and all enuring 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 each grantor and their heirs and/or assigns. As additional sections of Ridgehill are added, such sections shall be subject to protective covenants compatible with the covenants contained herein.

not heretofore dedicated

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Essements: There are strips of ground as shown on the within plat marked "Drainage Essements" (D.E.) and "Utilities Essements" (U.E.), either separately or in combination, which are reserved for the use of the utility companies and governmental agencies as follows: "Drainage Essements" (D.E.) are created to provide paths and courses for area and local storm drainage, either over land or in adequate underground conduits, to serve the needs of this and adjoining ground and/or public drainage system. No structure including fences, shall be built upon said essement, which will obstruct flow from the area being served. By accep- tance of a deed to a lot, each owner covenants to pay a pro- rata share of the cost to repair and maintain all Drainage Esse- ments shown on the plat in the form of assessments by the Build- ing Committee.

"Utility Essements" (U.E.) are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires; and also all rights and uses specified for sewer essements set forth below. All such essements shall include the right of reasonable ingress to and egress from said strips for the exercise of the other rights reserved. No structure, including fences, shall be built upon the Utility Essements.

"Sewer Essements" located in the right-of-way of the streets shown on this plat, are created for the use of the private sewer utility or its successors or the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county for the purpose of installation and main- tenance of sewers that are part of said system.

9.

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.

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"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

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The owner of each lot in use and enjoyment of the of Prestwick Community Soc that certain Declaration recorded on February 5, 1935, pages 55 through 74, in Hendricks County, Indiana, and by ac- covenants and agrees to pi Community Services Associ- the Common Areas and Comm- annual charge shall be ba- tenance of such facilities lighting thereof, for the number of lots in the sub- all living units in the p- wick, plus all lots in th- now or hereafter forming are entitled to use Commo- If street lighting is ins- division, the cost of said lighting shall be shared- sion and any future secti- public utilities covering light may be entered into tion, Inc., on behalf of covenants and agrees to p- cation, Inc. His pro-ra- utility.

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No poultry or farm animal restriction shall not prohi animal, or bird, properly co-

15.

No camper, motor home, tr the open, in public view, equality between the hours o the subdivision.

The undersigned, Indun Realty, Inc., owner of the real estate described herein as deed recorded on May 3, 1975, as Instrument No. 4553, in Book 236, pages 221 to 231, County, Indiana, does hereby certify that it has laid off, platted and subdivided the above described real estate in accordance with the within plat. This subdivision and Section One, as addition to Hendricks County, Indiana.

In order to afford adequate protection to all present and future owners of lots Ridgehill, if any, the undersigned owner hereby adopts and establishes the following the benefit of each and every owner of any lot on lots in said subdivision, their heirs and their heirs, and/or assigns. As additional sections of Ridgehill, protective covenants compatible with the covenants contained herein.

- All streets shown on this plat and not heretofore dedicated are hereby dedicated to the public.
- All lots in this subdivision shall be known and described as residential lots and no lots will be resubdivided into two or more building lots without the express, written consent of the Building Committee.
- No structure shall be erected, altered, placed, or permitted to remain on any residential lot other than one single-family dwelling, and an attached private garage.
- No residence, dwelling house, garage, fences or other structures of any nature, composition or description shall be constructed or erected on any lot until the building plans, including plot 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, dated and stamped, approved and delivered to the person or persons requesting such approval. In no event shall approval be given for construction of, nor shall there be constructed, any fences of any kind behind the rear building line of a residence, as constructed, on any lot with a rear lot line adjacent to the golf course, such lots being the even numbered lots in Ridgehill Section One.
- 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 planned unit development known generally as "Frostwick", and whether the building and property setback lines comply with plat requirements. 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 purposes of these restrictions and no variance of 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.
- 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 1300 square feet if a one-story structure, or 1800 square feet if a higher structure, provided that in the case of a building higher than one-story there shall be at least 500 square feet in addition to the ground floor area.
- 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.

- Essements: There are strips of ground as shown on plat marked "Drainage Easement" (D.E.) and "Utility (U.E.), either separately or in combination, which for the use of the utility companies and government as follows: "Drainage Easements" (D.E.) are created paths and courses for area and local storm drainage land or in adequate underground conduit, to serve this and adjoining ground and/or public drainage structure including fences, shall be built upon a which will obstruct flow from the area being served of a deed to a lot, each owner covenants to rate share of the cost to repair and maintain all vents shown on the plat, in the form of assessments ing Committee. "Utility Easements" (U.E.) are created for the use utility companies, not including transportation co (including and maintenance of mains, ducts, pole wires; and also, all rights and uses specified for not forth below. All such easements shall include reasonable ingress and egress from said strips of the other rights reserved. No structure, inclu shall be built upon the Utility Easements. "Sewer Easements", located in the right-of-way of shown on this plat, are created for the use of the utility or its successors or the local government jurisdiction over the storm and sanitary waste dis said city and/or county for the purpose of install renance of sewers that are part of said system.
- No residence, dwelling house or any other structure shall be used for the purpose of carrying on a bus profession or any other calling.
- "Building Lines" (B.L.) are established as shown between which line and the front lot line shall build erected, placed, altered or permitted to remain. prior written approval of the Building Committee. In its sole discretion, no structure of any part built or erected nearer than 8 feet to any side li than 20 feet to any rear lot line. In addition, a built within the subdivision shall be staggered on front building line of each residence as actually shall be at least 3 feet different than the front of the residences immediately adjacent on either a particular residence.
- No fence, wall, hedge or shrub planting which obstruct elevations between 2 and 8 feet above the street placed or permitted to remain on any corner lot, or lar area formed by the street property lines and s points 25 feet from the intersection of the said s in the case of a rounded property corner from the the street line extended. The same right line li apply to any lot within 10 feet from the intersect line with the edge of a driveway pavement. No tre permitted to remain within such distances of such unless the foliage line is maintained at sufficient prevent obstruction of such sight lines.
- The owner of any lot in the subdivision shall a the lot and any improvements situated thereon, in s to prevent the lot or improvements from becoming u. Additionally, each lot owner shall be responsible, hly appearance and function of "Drainage E his respective lot. In the event that the owner s subdivision shall fail to maintain his lot and any situated thereon in accordance with the provision, the Building Committee shall have the right equated, by and through its agents, employees o to enter upon said lot and repair, now, clean or p acts as may be reasonably necessary to make such i nents situated thereon if any conform with the r these restrictions. The cost therefore to the bul shall be collected from the owner or owners as det Building Committee. Neither the Building Committe agents, employees or contractors shall be liable f which may result from any maintenance performed by

CLERK OF COURTS  
COUNTY OF HENDRICKS  
STATE OF INDIANA

Before me, the undersigned, a Notary Public in and for said County and State be the execution of this instrument as their voluntary act and deed and affixed their s witness my signature and seal this 12th day of April, 1978.

My commission expires 7/1/78  
INDUN REALTY, INC

Under the authority provided by Chapter 36-1-1-1, 1955 enacted by the General Assembly of the State of Indiana, I, the undersigned, Clerk of Courts for Hendricks County, Indiana, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Hendricks, Indiana.

Under the authority provided by Chapter 36-1-1-1, 1955 enacted by the General Assembly of the State of Indiana, I, the undersigned, Clerk of Courts for Hendricks County, Indiana, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Hendricks, Indiana.



The undersigned, Indus Realty, Inc., owner of the real estate described herein and being part of land conveyed by quitclaim deed recorded on May 1, 1975, as Instrument No. 8553, in Book 236, pages 223 to 231 in the Office of the Recorder of Hendricks County, Indiana, does hereby certify that it has laid off, platted and subdivided and does hereby lay-off, plat and subdivide the above described real estate in accordance with the within plot. This subdivision shall be known as designated as Ridgehill 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 Ridgehill, if any, the undersigned owner hereby adopts and establishes the following protective covenants, each and all enduring to the benefit of each and every owner of any lot or lots in this subdivision, their heirs and/or assigns, binding all the same each grantor and their heirs, and/or assigns. As additional sections of Ridgehill are added, such sections shall be subject to protective covenants compatible with the covenants contained herein.

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to, fences or other structures. Erection shall be constructed in accordance with the zoning ordinance including plot and any other data shall be submitted for hereina established, said instrument and stamped and delivered to the person in no event shall approval shall there be constructed, rear building line of a lot with a rear lot line lots being the even numbered

st of three members, appointed referred to as the Development. The members of said shall at any time with or without from time to time shall by its successors or assigns, constitute a quorum for the execution and their decisions shall determine whether the covenants, show conformity with existing structures in the development known generally as Ridgehill and property at back. In the event that the lot in writing its approval within a period of 15 days shall be deemed to have approved to any purchaser of any lot giving approval as provided, reasonable variances or by established where literal hardship, but any such entered in conformity with the restrictions and no variance shall be materially detrimental Development. Neither the hereof, nor the Development, way for any defect in any original submitted to it, nor

constructed on any lot or exclusive of open porches, all have a ground floor area structure, or 1000 square feet or more that in case the rear shall be at least 500 and floor area

garage or other out-building, temporary or permanent temporary character be used

COUNTY OF HENDRICKS STATE OF INDIANA

I, the undersigned, a Notary Public in and for said County and State personally appeared the above and acknowledged the execution of this instrument as their voluntary, set and deed and affixed their signatures thereto.

Witness my signature and seal this 14th day of August, 1978.

My commission expires 7-1-1982

INDUS REALTY, INC.

Notary Public in and for the State of Indiana  
Michael E. Hiden  
My Commission Expires 7-1-1982

Duly entered for taxation this 18th day of August 1978

City of Indianapolis  
Auditor, Hendricks County

Under the authority provided by Chapter 35, Article 1, Section 1-10, of the Indiana Code, 1975 enacted by the General Assembly of the State of Indiana and an ordinance adopted by the Board of County Commissioners of Hendricks County, Indiana at a meeting held April 10, 1978.

Michael E. Hiden  
Notary Public  
SEAL  
HENDRICKS COUNTY, INDIANA

1. Easements: There are strips of ground as shown on the within plat marked "Drainage Easements" (D.E.) and "Utilities Easements" (U.E.), either separately or in combination, which are reserved for the use of the utility companies and governmental agencies as follows: "Drainage Easements" (D.E.) are created to provide for the installation and maintenance of main, ducts, poles, lines and wires; and also all rights and uses specified for sewer easements set forth below. All such easements shall include the right of reasonable ingress to and egress from said strips for the exercise of the other rights reserved. No structure, including fences, shall be built upon the Utility Easements. "Sewer Easements" (S.E.), located in the right-of-way of the streets shown on this plat, are created for the use of the private sewer utility or its successors or the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county for the purpose of installation and maintenance of sewers that are part of said system.
2. 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.
3. "Building Lines" (B.L.) are established as shown on this plat between which line and the front of a 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 or any part thereof shall be built or erected nearer than 1 foot to any side line or nearer than 20 feet to any rear lot line. In addition, all residences built within the subdivision shall be staggered on the lots. The front building line of such residence as actually constructed shall be at least 3 feet different than the front building line of the residence immediately adjacent on either side of the particular residence.
4. No fence, wall, hedge or shrub planting, which obstructs right lines at elevations between 2 and 4 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 the said street lines or in the case of a rounded property corner, from the intersection of the street lines extended. The same right 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.
5. 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 slight appearance and function 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 provisions of these restrictions, the Building Committee shall have the right, but not the obligation, to enter upon said lot and repair, now, clean or perfect such other acts as may be reasonably necessary to make such lot and improvements situated thereon in 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.

6. The owner of each lot in the subdivision shall be responsible for the maintenance and repair of the same and shall be liable for any damage which may result from any maintenance performed hereunder.
7. The owner of each lot in the subdivision shall be responsible for the maintenance and repair of the same and shall be liable for any damage which may result from any maintenance performed hereunder.
8. The owner of each lot in the subdivision shall be responsible for the maintenance and repair of the same and shall be liable for any damage which may result from any maintenance performed hereunder.
9. The owner of each lot in the subdivision shall be responsible for the maintenance and repair of the same and shall be liable for any damage which may result from any maintenance performed hereunder.
10. The owner of each lot in the subdivision shall be responsible for the maintenance and repair of the same and shall be liable for any damage which may result from any maintenance performed hereunder.
11. The owner of each lot in the subdivision shall be responsible for the maintenance and repair of the same and shall be liable for any damage which may result from any maintenance performed hereunder.
12. The owner of each lot in the subdivision shall be responsible for the maintenance and repair of the same and shall be liable for any damage which may result from any maintenance performed hereunder.
13. The owner of each lot in the subdivision shall be responsible for the maintenance and repair of the same and shall be liable for any damage which may result from any maintenance performed hereunder.
14. No poultry or farm animals the restriction shall not prohibit a animal or bird properly confine
15. No camp, motor home, truck, or other vehicle shall be used in the subdivision between the hours of 12:00 noon and 12:00 midnight.
16. The right to enforce the within covenants, by injunction, debt removal, by due process of law in violation thereof, is hereby assigned to the Hendricks Town who shall be entitled to such show any damage of any kind to through such violation or act, as they may be amended, under and effect until it is agreed in whole or in part.
17. Invalidation of any one of the judgment of court order shall of said restrictions invalid.
18. Any limitation or restriction from time to time if the owner agree thereto. Each assignment instrument signed and acknowledged by the owner, shall be filed with the instrument's Recorder of Hendricks County, for the approval of the Recorder of Hendricks County.

THIS PLAT HAS BEEN FOR RECORDING

mer of the real estate described herein and being part of land conveyed by quitclaim No. 1511, in Book 236, pages 225 to 531, in the Office of the Recorder of Hendricks County, Indiana, has laid off, platted and subdivided and does hereby lay-off, plat and subdivide the within plot. This subdivision shall be known as designated as Ridgehill, Indiana.

to all present and future owners of lots in this subdivision and future sections of the subdivision, the following protective covenants, such and all covenants to be observed by all owners of lots in said subdivision, their heirs and/or assigns, binding all the same such additional sections of Ridgehill, Indiana, are added, such sections shall be subject to the terms contained herein.

There are strips of ground as shown on the within "Drainage Easement" (D.E.) and "Utilities Easements" (U.E.) either separately or in combination, which are reserved to the utility companies and governmental agencies. "Drainage Easements" (D.E.) are created to provide courses for area and local storm drainage, either over an adequate underground conduit, to serve the needs of adjoining ground and/or public drainage system. No including fences, shall be built upon said easement, to obstruct flow from the area being served. By acceptance of a deed to a lot, each owner covenants to pay a pro-rata share of the cost to repair and maintain all Drainage Easements on the plat in the form of assessments by the Building Committee (B.C.) are created for the use of all public companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and also all rights and uses specified for sewer easements below. All such easements shall include the right of ingress to and egress from said strips for the exercise of their rights reserved. No structure, including fences, shall be built upon the Utility Easements. "Easements" located in the right-of-way of the streets on this plat, are created for the use of the private sewer system and/or county for the purpose of installation and maintenance of sewers that are part of said system.

any dwelling house or any other structure whatsoever used for the purpose of carrying on a business, trade, or any other calling.

Lines" (B.L.) are established as shown on this plat. No fence, wall or structure shall be erected, altered or permitted to remain, without the written approval of the Building Committee, given or refused at its discretion, no structure of any part thereof shall be erected nearer than 8 feet to any side line or rear lot line in this subdivision shall be staggered on the lots. The side line of each residence as actually constructed shall be at least 3 feet different than the front building line of the residence immediately adjacent on either side of the residence.

any wall hedge or shrub planting which obstructs sight lines between 2 and 6 feet above the street, shall be permitted to remain on any corner lot, within the triangle formed by the street power lines and a line connecting the corner of the intersection of the said street lines, or the corner of a rounded property corner from the intersection of the lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street and the edge of a driveway pavement. No tree shall be planted or maintained within such distances of such intersection. Foliage line is maintained at sufficient height to insure unobstructed view of such sight lines.

of any lot in the subdivision shall at all times maintain any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly. Each lot owner shall be responsible for maintaining the appearance and function of "Drainage Easements" over the lot in the event that the owner of any lot in the subdivision shall fail to maintain his lot and any improvements hereon in accordance with the provision of these restrictions. Building Committee shall have the right, but not the obligation, by and through its agents, employees or contractors, to enter upon said lot and remove, clean or perform such other work as may be reasonably necessary to make such lot and improvements conform with the requirements of these restrictions. The cost therefore to the Building Committee shall be borne by the owner or owners as determined by the Building Committee. Neither the Building Committee nor any of its employees or contractors shall be liable for any damage or result from any maintenance performed hereunder.

and for said County and State personally appeared the above and acknowledged the contents and affirmed their signatures thereto.

Day of April, 1978.

*[Signature]*  
Commissioner

Duly ordered for location this 18th day of July, 1978.  
*[Signature]*  
AUDITOR HENDRICKS COUNTY

This Instrument Prepared By:  
*[Signature]*  
HENDRICKS COUNTY ENGINEER  
Mid-States Engineering  
107 N. PENNSYLVANIA ST. SUITE 703  
INDIANAPOLIS, INDIANA 46204

13. 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 #4610, in Book 88, pages 55 through 71, 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 Prestwick 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 roadways and street lighting thereon, 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 lighting 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 contract charges by the utility.
14. 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.
15. 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 11 midnight and 6 A.M. on any street in the subdivision.
16. 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 such violation or attempted violation, said provisions (as they may be amended under Covenant 12) shall be in full force and effect until it is agreed that the covenants shall terminate in whole or in part.
17. Invalidation of any one of these restrictions or part thereof by judgment of court or shall not affect or render the remainder of said restrictions invalid or imperoperative.
18. Any limitations or restrictions herein contained may be amended from time to time if the owners of at least two-thirds of the lots in the subdivision 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.

THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED FOR RECORDING

DATE: 7-17-78

*[Signature]*  
HENDRICKS COUNTY ENGINEER

In order to afford adequate protection to the undersigned owners of Ridgehill, if any, the benefit of each and every owner of the benefit of each and every owner of the grantor and their heirs, and/or assigns, the covenants shall be compatible with the

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 described as residential lots and no lots will be resubdivided 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, and an attached private garage.
4. No residence, dwelling house, garage, fences or other structures of any nature, composition or description shall be constructed or erected on any lot until the building plans, including plot 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. In no event shall approval be given for construction of, nor shall there be constructed, any fences of any kind behind the rear building line of a residence, as constructed, on any lot with a rear lot line adjacent to the golf course "such lots being the even numbered lots in Ridgehill Section One.
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

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any fences of any kind behind the rear building line of a residence, as constructed, on any lot with a rear lot line adjacent to the golf course "such lots being the even numbered lots in Ridgehill Section One.

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 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 planned unit development known generally as Prestwick, and whether the building and property setback lines comply with plat requirements. 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 purposes of these restrictions and no variance of 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.

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of 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 1300 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.

COUNTY OF MARION }  
STATE OF INDIANA }

SS:

Before me, the undersigned, a Notary Public in and for the State of Indiana, the execution of this instrument as that of the person whose name is subscribed hereon as witness my signature and seal this

My commission expires July 1, 1971

In testimony whereof, I have hereunto set my hand and the seal of my office at Marion, Indiana, this 12th day of July, 1971.

Notary Public  
Marion, Indiana

adequate protection to all present and future owners of lots in this subdivision and future sections or undersigned owner hereby adopts and establishes the following protective covenants, each and all enuring every owner of any lot or lots in said subdivision, their heirs and/or assigns, binding all the same and/or assigns. As additional sections of Ridgehill are added, such sections shall be subject and/or assigns. As additional sections of Ridgehill are added, such sections shall be subject incompatible with the covenant contained herein.

8. Easements: There are strips of ground as shown on the within plat marked "Drainage Easements" (D.E.) and "Utilities Easements" (U.E.), either separately or in combination, which are referred for the use of the utility companies and governmental agencies as follows: "Drainage Easements" (D.E.) are created to provide paths and courses for area and local storm drainage, either over land or in adequate underground conduit, to serve the needs of this and adjoining ground and/or public drainage system. No structure including fences, shall be built upon said easement, which will obstruct flow from the area being served. By acceptance of a deed to a lot, each owner covenants to pay a pro-rata share of the cost to repair and maintain all Drainage Easements shown on the plat in the form of assessments by the Building Committee.

"Utilities Easements" (U.E.) are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires; and also all rights and uses specified for sewer easements set forth below. All such easements shall include the right of reasonable ingress to and egress from said strips for the exercise of the other rights reserved. No structure, including fences, shall be built upon the Utility Easements. "Sewer Easements", located in the right-of-way of the streets shown on this plat, are created for the use of the private sewer utility or its successors or the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county for the purpose of installation and maintenance of sewers that are part of said system.

9. No residence, dwelling house or any other structure whatsoever

13. The owner of use and enjoyment of premises that certain recorded or pages 55 of County. In covenants Community. The Common annual charge of lighting of number of all living wick, plus now or here are entitled If street division, lighting system and a public utility light may tion, Inc. covenants ciation. I utility

14. No poultry restriction



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 distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

12. 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 function 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 and 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 conform with the requirements of those 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.

15. Undersigned, a Notary Public in and for said County and State personally appeared the above and acknowledged instrument as their voluntary act and deed and affixed their signatures thereto.

Witness my hand and seal this 14th day of April, 1978.

1-1-1978

Duly entered for taxation this day of July 1978

covenants, each and all enuring to assigns, binding all the same each such sections shall be subject to



- 13. 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 4410, in Book 68, 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 Prestwick 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 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 contract charges by the utility.
- 14. No poultry or farm animals shall be kept on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal as his primary confinement in his particular lot.



13. ... sion 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 contract charges by the utility.

14. 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.

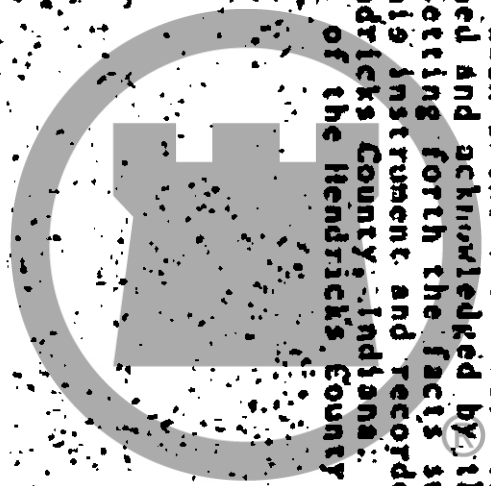
15. No camper, motor home, truck, trailer or boat shall be stored in the open in public view. No vehicle shall remain parked continuously between the hours of 12 midnight and 6 A.M. on any street in the subdivision.

16. 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 such violation or attempted violation, said provisions (as they may be amended under Covenant 18) shall be in full force and effect until it is agreed that the covenants shall terminate in whole or in part.

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

18. 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

lines  
as they may be amended under Covenant 18) shall be in full force  
and effect until it is agreed that the covenants shall terminate  
in whole or in part.  
17. Invalidation of any one of these restrictions or part thereof by  
judgment of court order shall not affect or render the remainder  
of said restrictions invalid or inoperative.  
18. 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 concur-  
ring therein, setting forth the facts sufficient to indicate com-  
pliance 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.  
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THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RETURNED  
FOR RECORDING  
DATE: 7-17-78

*R. A. Jones*  
HENDRICKS COUNTY ENGINEER

prepared the above and acknowledged  
thereto.