

NO. 11898

PLAT FOR ANNEXATION

TOWN OF PLAINFIELD

Entire S E ¼ N E ¼ Sec. 35

FOR THIS INSTRUMENT SEE MISCELLANEOUS FILE

Transferred August 7, 1959

Entered for record Aug 7, 1959 at 9:18 A.M.

Paul G. Gills R.H.C.

NO. 11900

DEDICATION OF LAND AND RESTRICTIVE COVENANTS

We, the undersigned, George D. Hardin and Frances L. Hardin, husband and wife, and as sole owners and proprietors of the following described real estate, do hereby certify that we have laid out, platted and subdivided and do hereby lay out, plat and subdivide said land into lots in accordance with the plat and such addition shall be known and designated as George Hardin's Rolling Meadows Subdivision, First Section to the Town of Plainfield, Indiana, as recorded in Plat Book 4 page 139 in the office of the Recorder of Hendricks County, Indiana.

We certify that all streets depicted on said plat, exclusive of those already dedicated, are hereby dedicated to the public for its use as such. There are strips of ground, as shown on the annexed plat, which are reserved for public utility companies, not including ~~transportation~~ companies, for the installation of poles, lines, ducts, gas and water lines, laterals and sewers, subject at all times to the public authorities and to the easement herein reserved, but all such utility installations shall be made such that no property line or corner be obstructed. No permanent or other structures are to be erected and maintained upon said strips, but such owners shall take their titles subject to the rights of the owners of the other lots in said addition.

We do by this indenture restrict the above described real estate as to the whole or any part thereof, to any of our grantees, assigns, successors, heirs or legal representatives and to any person, persons, corporation, banks, associations and/or any one 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. No lot shall be used except for residential purposes.
2. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line shown on the recorded plat.
3. The living area in any dwelling placed, erected or built on any of the above lots shall contain at least 1000 square feet.
4. No trailer, basement, tent, shack, garage, barn or other outbuilding 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. 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. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary container. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean sanitary condition.
7. No dwelling may be placed, erected or built on any lot or parts of any lots thereon having a frontage of less than 70 feet.
8. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations

between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot with the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in any case at rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot with 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

9. All dwellings and appurtenant buildings and rough grading must be completed within a period not exceeding 9 months from the laying of the foundation block.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the owners of the lots that has been recorded, agreeing to change said covenants in whole or in part.

11. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

12. 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 parties as owners and proprietors of the above described addition to the Town of Plainfield, Indiana, have hereunto set their hands and seals this 7 day of August, 1959.

George D. Hardin (Seal)
(George D. Hardin)

Frances L. Hardin (Seal)
(Frances L. Hardin)

STATE OF INDIANA, HENDRICKS COUNTY, SS:

Personally appeared before me, Crawford Taylor, a Notary Public in and for said County and State, George D. Hardin and Frances L. Hardin, husband and wife, who acknowledged the execution of this instrument to be their voluntary act and deed, and who, having been duly sworn, swears that the statements therein contained are true.

Witness my hand and notarial seal this 7th day of August, 1959.

Crawford Taylor Notary Public (Seal)

(SEAL) My commission expires Oct 1, 1961
Entered for record Aug 7, 1959 at 9:20 A.M.
This instrument prepared by Crawford Taylor, Danville, Indiana.

Paul G. Gillham R.H.C.

NO. 11905

ARTICLES OF AMENDMENT

ARTICLES OF AMENDMENT OF THE ARTICLES OF INCORPORATION OF DANVILLE DEVELOPMENT CORPORATION

The undersigned officers of Danville Development Corporation (hereinafter referred to as the "Corporation"), existing pursuant to the provisions of The Indiana General Corporation Act, as amended (hereinafter referred to as the "Act"), desiring to give notice of corporate action affectuating amendment of certain individual Articles of its Articles of Incorporation, certify the following facts:

SUBDIVISION A THE AMENDMENTS

July 30 1960

To Alvin M. Hulse and Joyce P. Hulse, husband and wife
and all others concerned.

You are Hereby Notified, That Charles Klingler intend to hold a Mechanic's Lien on Lot Numbered Five (5) on Jefferson Street in Watts and Hopkins Addition to the town of Brownsburg, Indiana, as per plat thereof recorded in Plat Book 2 page 4, Hendricks County Records.

as well as upon the residence house recently remodeled thereon by Charles Klingler for the sum of Two hundred twenty-six and 12/100 (Balance owing) DOLLARS, for work and labor done ~~and furnished by me~~ by me in the erection and construction of said house, which work and labor done, ~~and furnished by me~~ was done and furnished by me at your special instance and request, and within the last sixty days.

Charles O. Klingler
Charles Klingler

This instrument was prepared by Charles Klingler.

Sec 2, 3

6395

DEDICATION OF LAND AND RESTRICTIVE COVENANTS

Dated
Recorded July 31, 1960
Misc. Record 19 Page
Instrument # 6395-

We, the undersigned, George B. Hardin and Frances L. Hardin, husband and wife, and as sole owners and proprietors of the following described real estate, do hereby certify that we have laid out, platted and subdivided and do hereby lay out, plat and subdivide said land into lots in accordance with the plat and such addition shall be known and designated as George Hardin's Rolling Meadows Subdivision, Second Section to the Town of Plainfield, Indiana, as recorded in Plat Book 5, page 20, Instrument #6355 in the office of the Recorder of Hendricks County, Indiana.

We certify that all streets depicted on said plat, exclusive of those already dedicated, are hereby dedicated to the public for its use as such. These are strips of ground, as shown on the annexed plat, which are reserved for public utility companies, not including transportation companies, for the installation of poles, ducts, lines, gas and water lines, laterals and sewers, subject at all times to the public authorities and to the easement herein reserved, but all such utility installations shall be made such that no property line or corner be obstructed. No permanent or other structures are to be erected and maintained upon said strips, but such owners shall take their titles subject to the rights of the owners of the other lots in said addition.

We do by this indenture restrict the above described real estate as to the whole or any part thereof, to any of our 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. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part G.

3. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 960 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street 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 the minimum setback lines shown on the recorded plat except as to Lots 18 and 19 the minimum setback lines shall be 25 feet instead of 30 feet as shown on the recorded plat. No building shall be located nearer than 5 feet to an interior lot line.

5. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8400 square feet.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear six feet of each lot.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or any become an annoyance or nuisance to the neighborhood.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. No signs of any kind shall be displayed to the public view on any lot except one professional 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 or sales period.

10. Within 9 months from the time the ground is broken for construction or any improvements are started, the exterior of all structures shall be completed and painted; surplus and left over materials shall be removed from the outside and lawn shall be graded and seeded.

11. 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 purposes.

12. 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.

13. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways 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 them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

15. No screen planting over 36 inches high nor any fence shall be permitted between the street right of way and the building setback line.

ARCHITECTURAL CONTROL COMMITTEE

The Architectural control committee is composed of:

George D. Hardin, 1600 Stafford Road, Plainfield, Indiana
 Frances L. Hardin, 1600 Stafford Road, Plainfield, Indiana
 Charles D. Hardin, 1410 Aubert Street, Plainfield, Indiana

their successors and assigns forever.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee to restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

GENERAL PROVISIONS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants either to restrain violation or to recover damages.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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 parties as owners and proprietors of the above described addition to the Town of Plainfield, Indiana, have hereunto set their hands and seals this 30th day of July, 1960.

George D. Hardin
 (George D. Hardin)

Frances L. Hardin
 (Frances L. Hardin)

State of Indiana }
 Hendricks County } SS:

Acknowledged this 30th day of July, 1960 by George D. Hardin and Frances L. Hardin, husband and wife, before

My commission expires:
 January 15, 1962.

Fern E. Wilson
 (Fern E. Wilson)
 Notary Public

This instrument prepared by:
 Melvin R. Lind, Atty., Danville, Indiana

Mar 24 19 11:24 AM
 Gail S. Gulley
 Recorder, Hendricks County

4922

DEDICATION OF LAND AND RESTRICTIVE COVENANTS
 GEORGE HARDIN'S ROLLING MEADOWS SUBDIVISION,
 SIXTH SECTION

thru
 13th Sec.

We, the undersigned, George D. Hardin and Frances L. Hardin, husband and wife, and as sole owners and proprietors of the following described real estate, do hereby certify that we have laid out, platted, and subdivided and do hereby lay out, plat and subdivide said land into lots in accordance with the plat and such addition shall be known and designated as George Hardin's Rolling Meadows Subdivision, Sixth Section to the Town of Plainfield, Indiana, as recorded in Plat Book 6 page 75 in the office of the Recorder of Hendricks County, Indiana.

We, certify that all streets depicted on said plat, exclusive of those already dedicated are hereby dedicated to the public for its use as such. These are strips of ground, as shown on the annexed plat, which are reserved for public utility companies, not including transportation companies, for the installation of poles, ducts, lines, gas and water lines, laterals and sewers, subject at all times to the public authorities and to the easement herein reserved, but all such utility installations shall be made such that no property line or corner be obstructed. No permanent or other structures are to be erected and maintained upon said strips, but such owners shall take their title subject to the rights of the owners of the other lots in said addition.

We do by this indenture restrict the above described real estate as to the whole or any part thereof, to any of our 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. No lot shall be used except for residential purposes.
2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be provided in Part G.
3. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 960 square feet for a one-story dwelling nor less than 800 square feet for a dwelling of more than one story.
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat.
5. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area less than 8400 square feet.
6. Easements for installation and maintenances of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear six feet of each lot.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
9. No signs of any kind shall be displayed to the public view on any lot except one professional 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 or sales period.
10. Within 9 months from the time the ground is broken for construction or any improvements are started, the exterior of all structures shall be completed and painted, surplus and left over materials shall be removed from the outside and lawn shall be graded and seeded.
11. 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 purposes.
12. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept 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.

13. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between and 6 feet above the roadways 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 them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley 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. 275

14. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

15. No screen planting over 36 inches high nor any fence shall be permitted between the street right of way and the building setback line.

ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee is composed of:
George D. Hardin, 1563 Hardin Court, Plainfield, Indiana
Frances L. Hardin, 1563 Hardin Court, Plainfield, Indiana
Charles D. Hardin, 1525 Hardin Court, Plainfield, Indiana
their successors or assigns forever.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members, shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee to restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if not, suit to enjoin the construction has been commenced prior to the completion thereof approval will not be required and the related covenants shall be deemed to have been fully complied with.

GENERAL PROVISIONS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants either to restrain violation or to recover damage.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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 parties as owners and proprietors of the above described addition to the town of Plainfield, Indiana, have heretunto set their hands and seals this 24th day of April 1966.

George D. Hardin
George D. Hardin

Frances L. Hardin
Frances L. Hardin

Subscribed and sworn to before me, the undersigned Notary Public, this 24th day of April, 1966.

My Commission Expires:

Notary Public

This instrument prepared by:
George D. Hardin.