

The undersigned hereby certifies that the above described premises being the subject of the foregoing plat and restrictions were lawfully and lawfully with the approval of the Board of Health and the Board of Sanitation in accordance with the provisions of the plat and restrictions.

(1) The use of any parcel herein defined shall be limited to a single family dwelling consisting not less than one and one-half stories and a porch, screen of garage and porch, and shall be constructed of at least (18) percent approved masonry exterior. The remaining portion to be an approved siding.

(2) Material for construction such as bricks, blocks, cement concrete blocks, volcanic ash blocks, slag blocks and tile, must be covered with brick or stone above ground. No imitation of brick or stone to be used. Any permanent outbuildings shall be of the same material as dwelling.

(3) 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.

(4) No outside toilet shall be placed upon any lot in this subdivision.

(5) No mercantile building shall be erected, built, or placed on the above described real estate, nor any business of any nature be carried on in a manufacturing, wholesaling or retailing way, nor anything be done thereon which may become an annoyance or nuisance to the neighborhood.

(6) No farm animals or livestock shall be kept upon said real estate and no domestic animals or pets shall be kept for commercial purposes. No Dog kennels will be permitted.

(7) All plans, specifications and work on dwellings must comply with the Hendricks County Building Codes and the Hendricks County Board of Sanitation.

(8) No fence of any kind, except living fences, shall be constructed or placed upon any lot in this subdivision between the street and the front of each residence, excluding porches.

(9) LAND USE & BUILDING TYPE No lot shall be used except for residential purposes, nor shall any lot be further sub-divided. No dwelling shall exceed two stories in height and attached private garage for no less than two cars.

(10) No noxious or offensive activity shall be carried on upon any lot in this subdivision.

(11) TIME LIMITS It is further agreed a house as described in these covenants shall be constructed and 100% completed including lawn and landscaping within twelve (12) months from date of purchase.

(12) Dogs must be kept on a leash or within a pen.

(13) No fences are to be constructed across DRAINAGE STRIPS.

(14) No buildings are to be erected within twenty-five (25) feet of a drainage strip.

(15) Drainage strips are to be kept mowed as a part of the yard by each lot owner joining said strips.

Permanent access must be provided for the Hendricks County Drainage Board to maintain and repair said drainage strips.

(16) These covenants are to run with this land and they are to be binding upon all parties and all persons holding under them until January 1, 1983, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an Instrument, signed by a majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part.

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.

The right to enforce these provisions by injunction, together with the right to cause removal, by due process of law, of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the several owners of the several lots in this subdivision and to their heirs and assigns.

Said real estate shall hereinafter be known as "TERRA-ROSE ESTATES", being a part of the Southwest quarter of Section 31, Township 16 North, Range 2 East of the Second Principal Meridian, Hendricks County, Indiana.

IN WITNESS WHEREOF, the said parties as owners and proprietors of the above real estate, Hendricks County, Indiana, have hereunto set their hands and seals this 11th day of AUGUST, 1971

Sara E. Brown
Sara E. Brown

William H. Brown
William H. Brown

STATE OF INDIANA)
) SS
HENDRICKS COUNTY)

Before me, the undersigned Notary Public, within and for said State and County, personally appeared Sara E. Brown and William H. Brown, husband and wife, as owners and proprietors of the above real estate, Hendricks County, Indiana, and acknowledged the execution of the foregoing plat and restrictions to be their own voluntary act and deed.