A Maria Maria

- 1. LOT THE SE PORTION OF THE MALE PRODUCT AND THE PRODUCT AND
- 2. BankLING SERME The ground floor eres of the sele streething ductioning of one sharp substantial streething and the selection of the service of a constant of the selection of a constant of the selection of a constant of the selection of the s
- 3. DMELIES MATHEMAR All declines must be constructed with at least 50 per cent of the exterior walls covered with stone or brick veneur. No 'initializes of shore or brick may be used.
- 4. BUILDING LOCATIONS: No building shall be located on any let searer to the front proper erty line than the minimum setheak line shows on the plat, nor nearer than ten foot to any side property line.
- 5. TEMPORARY RESIDENCE: No temporary structure, mobile home, tent, basement, shaek, garage or other subbuilding shall be used on any lot as a residence at any time, either temporarily or permanently.
- 6. CUTBUILDINGS: Outbuildings shall be permitted provided that the exterior is constructed of the same material as the dwelling.
- 7. FENCES: No farm fence shall be permitted on any let. A chain link fence or mood fence shall be permitted.
- 8. ANIMALS: No animals or fowls shall be kept or permitted on any lot, except dogs and cats.
- 9. OFFENSIVE ACTIVITIES: No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon on which may be or may become an annayance or maissage to the neighborhood.
- 10. GARBAGE AND REFINE DISPOSAL: No portion of said real estate shall be used or maintained as a damping ground for rubbish, trash, garbage or other waste materials. All such trash, garbage, etc. shall be kept in sanitary containers.
- 11. SHNAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Hendricks County Board of Health. Approval of such systems shall be obtained from said authority. If in the future public sewage disposal facilities are made displie to the lot owners in this subdivision, each sweer agrees hereby to attach to seaid facilities within a reasonable time.
- 12. WATER SUPPLY: No individual mater supply system shall be parmitted on any lot unless seath system is designed. Invested and constructed in accordance with the requirements, standards and recommendations of the Mandricks County Result. Reproval of such system shall be obtained from said authority. If in the fature public mater desilities are made available to the lot commer in this subdivision, each owner hereby agrees to attach to said facilities within a feasonable time.
- 13. SIGNS: No sign of any kind shall be displayed to the sublic view, on any lot, except one sign of not more than a square Post property for sale or rent, or signs used by a berieff to construction and sales period.
- 14. THRMS: These covenants are to run with the hand and shall be hinding on all parties and all persons claiming under them for a period of 15 years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 16 years, unless an instrument signed by a majority of the then owners of the lots has been personal agreeing to change said covenants in whole or in part.

postules who paragree, shall BOT be long then 1980 symmer food in the case of a one story phrosphere or so loss than 660 square foot in the past of a saltspin story structure, with so loss than 1900 square foot of Middeling floor area in buch maltiple story structures.

- 3. EMELLING MATERIALS All duellings must be constructed with at least 50 per cent of the exterior walls covered with stone or brick vesser. No limitedians of stone of brick may be used.
- 4. BUILDING LOCATIONS: No building shall be located on any let nearer to the front proper orty line than the minimum setback line shows on the plat, may measure than ten foot to any side property line.
- 5. TEMPORARY RESIDENCE: No temporary structure, mobile home, tent, basement, shack, carego or other outbuilding shall be used on any lot as a residence at any time, wither temporarily or permanently.
- 6. OUTBUILDINGS: Outbuildings shall be permitted provided that the exterior is constructed of the same material as the dwelling.
- 7. FENCES: No farm fence shall be permitted on any let. A chain link fence or wood fence shall be permitted.
- 8. ANIMALS: No animals or fowls shall be kept or permitted on any let, except dogs and cats.
- 9. OFFENSIVE ACTIVITIES: No noxious, unlawful, or otherwise offensive activity shall be carried out on any tot in this subdivision, nor shall anything be done there on which may be or may become an anapyance or maissage to the neighborhood.
- 10. GARBAGE AND REFUSE DISPOSAL: No portion of said real estate shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste materials. All such trash, garbage, etc. shall be kept in sanitary containers.
- 11. SEMAGE DISPOSAL: No individual semage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Hendricks County Board of Health. Approval of such systems shall be obtained from said authority. If in the future public semage disposal facilities are made displate to the lot owners in this subdivision, each exmer agrees hereby to attach to said facilities within a reasonable time.
- 12. WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Mendricks Const. Beard of Mealth. Approval of such system shall be obtained from said authority. If in the fature public water facilities are made available to the lot owners in this subdivision, each owner hereby agrees to attach to said facilities within a reasonable time.
- 13. SIGNS: No sign of any kind shall be displayed to the public view, on any lot, except one sign of not more than a square Packy to describe the property for sale or rent, or signs used by a neglect to describe the property desting the bonatruction and sales period.
- 14. TERMS: 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 \$5 years from the date that these covenants are recorded, after which time said community shall be automatically extended for successive periods of 15 years, malans as instrument signed by a majority of the then owners of the late has been recorded agreeing to change said covenants in whole or in part.
- 15. EMPORTMENT: If the parties hereto, or any of them, their heirs, or conignous shall violate paraphenes to wreakthe any of the coverants herets it shall be limited for any parson or persons suming any lot or lets in said scholations to present the say process of persons violating or attempting to violate any such coverant and either to present him or them from so doing or to recover damages or other does for mich stellation. A violation of any restriction herein will not result in reversion of forfatture of title.

the same of the sa

46

RECEIVED MENORICES CLOSET

To Send W. Bight, Bight-cause land, Spin of Secondary, Community of Secondary, Spin Secondary, Spin Secondary, Spin Secondary, Spin Secondary, Spin Secondary, Spin Secondary, Secondary, Secondary, Spin Seco

ITEM I

I direct that all my just debts and cost of administration of my estate be paid as soon as practicable after my death.

ITEM II

I do hereby give, devise, and bequeeth unto my wife, Ann
M. Nigh, all my personal property of every kind and character
whereseever situate, of which I shall die the owner.

ITEM ILL

I do nereby give, devise, and bequesth onto my wire. Ann
M. Nigh, all my real property of every kind and character
wheresoever situate, of which I shall die the owner, to have suct
to hold during ther lifetime.

ENTERED FUR RECORD

BOOK
JUN 2: 1975 : 483.

Trimedle Colory

RECORDER HENDRICKS COUNTY

AMENDED DECLEPATION OF COVENANTS

THE UNDERSIGNED, Louis P. Hummel, and Helen M. Hummel, Husband and Wife; Gary L. Ross, and Gail M. Ross, Husband and Wife; Jack A. Lawson and Constance W. Lawson, Husband and Wife; and Larry T. Huff and Dianna L. Huff, Husband and Wife, as sole owners and proprietors of WEST CREST PARK, Union Township, Hendricks County, Indiana, the plat of which was recorded in Plat Book 8, Page 67 in the Office of the Recorder of Hendricks County, Indiana, do hereby and by this indenture, restrict and covenant the lots in said Subdivision to themselves and their grantees, assigns, heirs or legal representatives, and to any person, persons, corporations, banks, associations and/or anyone who may obtain title to said lots, as to the following terms, stipulations, conditions, restrictions and covenants, to wit:

- 1. LOT USE: No portion of the said real estate shall be used for any purpose other than single family residential dwelling purposes, nor shall any lot be further subdivided.
- 2. DMELLING SIZE: The ground floor area of the main structure, exclusive of one story porches and garages, shall NOT be less than 1260 square feet in the case of a one story structure or no less than 960 square feet in the case of a multiple story structure, with no less than 1800 square feet of finished floor area in such multiple story structures.
- 3. DWELLING MATERIALS: All dwellings must be constructed with at least 50 per cent of the exterior walls covered with stone or brick veneer. No imitations of stone or brick may be used.
- 4. BUTLDING LOCATIONS: No building shall be located on any lot nearer to the front property line than the minimum setback line shown on the plat, nor nearer than ten feet to any side property line.
- 5. TEMPORARY RESIDENCE: No temporary structure, mobile home, tent, basements, shack, garage, or other outbuilding shall be used on any lot as a residence at any time, either temporarily or permanently.
- 6. FEXCES: No farm feace shall be permitted on any lot. A chain link feace or wood feace shall be permitted.
- 7 All TVALST No animals or Towls shall be kept or permitted on any lot, except dogs and
- 8. OFFENSIVE ACTIVITIES: No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 9. GARBAGE AND REFUSE DISPOSAL: No portion of said real estate shall be used or maintained as a dwaping ground for rubbish, trash, garbage or other waster materials. All such trash, garbage, etc. shall be kept in sanitary containers.

	•	
	SCALE:	
N TEL: (317) 542-0626		
1EL: (317) 5A2-0626	DATE:	
G.E. JONES AND ASSOCIATES, INC.	DRAWN BY:	
1620 E. 75th St., INDIANA ILIS, INDIANA		*
ENGINEERS . SURVEYORS	DRAWING NUMBER:	· · · · · · · · · · · ·
 G. E. JONES PE. PRESIDENT		مغنی در در

3

Page 2 West Crest Park-Amended Declaration of Covenants

- 10. SEMAGE DISPOSAL: No individual semage disposal system shall be permitted on any lot, unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Hendricks County Board of Health. Approval of such systems shall be obtained from said authority. If in the future public sewage disposal facilities are made available to the lot owners in this subdivision, each owner agrees hereby to attach to said facilities within a reasonable time.
- 11. MATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Hendricks County Board of Health. Approval of such system shall be obtained from said anthority. If in the future public water facilities are made available to the lotowners in this subdivision, each owner hereby agrees to attach to said facilities within a reasonable time.
- 12. SIGNS: No sign of any kind shall be displayed to the public view, on any lot, except one sign of not more than 5 square feet, advertising the property for sale or rest, or signs used by a builder to advertise the property chring the construction and sales period.
- 13. TERMS: 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 25 years from the date that 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 in whole or in part.
- 14. EMFORCEMENT: If the parties hereto, or any of them, their heirs, ar assigness shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons ewaing any lot or lots in said subdivision to prosecute by anypproceeding 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 socioing or to recover damages or other dues for such violations. A violation of any restriction herein will not result in reversion or forfeiture of title.
- 15. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall is no way affect any of the other provisions which shall remain in full force and effect.

IN MITHERS WHEREOF, the said parties as owners and proprietors of the above described subdivision have hereanto set their hands and seals this the 3/5 day of may

STATE OF THE

	SCALE:
N TEL: (317) 542.0626	
786; (317) 542.0628	DAYE
G.E. JONES AND ASSOCIATES, INC.	DRAWN BY:
1620 E. Sth St., Indianapolis, Indiana Engineers Surveyors	DRAWING NUMBER:
G. E. Jones Pe. President	A STATE OF THE STA

			• • • • • • • • • • • • • • • • • • • •
4.	0 11 .0	s. I .	
8	Jamel 13	Selen M. J.	General
Louis P. Hu	Market 7 T	neick M. Hume	· · · · · · · · · · · · · · · · · · ·
	A second and a second a second and a second	AND STREET TO SUPPLIES WITHOUT SINGER TO SEE TO	also salah ing
H 4	11	A- in	$n \mathcal{O}$
Jaces J. Gary L. Ross	Unst	Gail M. Ross	1. BOW
1 //.		A	Carlina a
Just 1	(Musim)	Constance	WW Lauren
Jack A. Kaw	ega .	Constance W. L	4504
,	/		
	1111		
Thin.	//J///	Diaman &	ZION.
jarry J. Huf		Dianna L. Huf	# 1
10/			
PATE OF INDIANA			
ALLENGE OF THE	5	•	
. :)55		
	IS) Identiqued, a Notary Public i		
ofore Mu, the Un erronally Appear oas and Gail M. usband and Wife; who opristors to	13)	a M. Hummel, Humband and k A. Lamson and Constance on L. Huff, Humband and vision and Each Segurate	Wife, as Owners ly and Severally
ofore Mu, the Un erronally Appear oas and Gail M. asband and Wife; asband	rdersigned, a Motary Public I and Louis P. Hussel and Heles Ross, Husband and Wife; Jack and Larry T. Huff and Diam of the Above Described Subdit Execution of the Above and I Deed.	a M. Hummel, Humband and k A. Lamson and Constance on L. Huff, Humband and vision and Each Segurate Poregoing Protective Cov	Wife, as Owners ly and Severally remarks as Their
ofore Mu, the Un erronally Appear oas and Gail M. schand and Wife; 'hgropristors'o c'no redied the clustery Act and	redersigned, a Motary Public is red Louis P. Hussel and Heles Ross, Husband and Wife; Jack and Larry T. Huff and Dians of the Above Bescribed Subdiv Execution of the Above and I	a M. Hummel, Humband and k A. Lamson and Constance on L. Huff, Humband and vision and Each Segurate Poregoing Protective Cov	Wife, as Owners ly and Severally remarks as Their
ofore Mu, the Un erzonally Appear oss and Gail M. isband and Wife, included the clustery Act and itness My Hand A	idensigned, a Notary Public I and Louis P. Hussel and Heles Ross, Husband and Wife; Jack and Larry T. Huff and Bians of the Above Bescribed Subdit Execution of the Above and I beed. Ind Notarial Seal, This 3/4	A M. Hummel, Humband and k A. Lamson and Constant and L. Huff, Humband and vision and Each Segurate Foregoing Protective Cov	Wife, as Demers ly and Severally remarks as Their
ofore Mo, the Un erzonally Appear cas and Gail M. isband and Wife, included the clustery Act and itness My Hand A	rdersigned, a Motary Public I and Louis P. Hussel and Heles Ross, Husband and Wife; Jack and Larry T. Huff and Diam of the Above Described Subdit Execution of the Above and I Deed.	A M. Hummel, Humband and k A. Lamson and Constant and L. Huff, Humband and vision and Each Segurate Foregoing Protective Cov	Wife, as Demers ly and Severally remarks as Their
ofore Mo, the Un propelly Appear os and Gail M. usband and Wife, 'laProprietors', 'no redged the luntary Act and tness My Hand A	idensigned, a Notary Public I and Louis P. Hussel and Heles Ross, Husband and Wife; Jack and Larry T. Huff and Bians of the Above Bescribed Subdit Execution of the Above and I beed. Ind Notarial Seal, This 3/4	A M. Hummel, Humband and k A. Lamson and Constant and L. Huff, Humband and vision and Each Segurate Foregoing Protective Cov	Wife, as Demers ly and Severally remarks as Their
ofore Mo, the Un propelly Appear oss and Gail M. asband and Wife, asband and asband and wife, asband and asband and asband and asband asband and asband and asband and asband asband asband and asband and asban	idensigned, a Notary Public I and Louis P. Hussel and Heles Ross, Husband and Wife; Jack and Larry T. Huff and Bians of the Above Bescribed Subdit Execution of the Above and I beed. Ind Notarial Seal, This 3/4	a M. Hummel, Humband and k A. Lamson and Constance on L. Huff, Humband and vision and Each Segurate Poregoing Protective Cov	Wife, as Demers ly and Severally remarks as Their
ofore Mo, the Un propelly Appear oss and Gail M. asband and Wife, asband and asband and wife, asband and asband and asband and asband asband and asband and asband and asband asband asband and asband and asban	idensigned, a Notary Public I and Louis P. Hussel and Heles Ross, Husband and Wife; Jack and Larry T. Huff and Bians of the Above Bescribed Subdit Execution of the Above and I beed. Ind Notarial Seal, This 3/4	A M. Hummel, Humband and k A. Lamson and Constant and L. Huff, Humband and vision and Each Segurate Foregoing Protective Cov	Wife, as Demers ly and Severally remarks as Their
ofore Mo, the Un propelly Appear as and Gail M. asband and Wife, asband and asband and wife, asband and asband and asband and asband asband and asband and asband and asband asband asband and asband and asband asband asband and asb	idensigned, a Notary Public I and Louis P. Hussel and Heles Ross, Husband and Wife; Jack and Larry T. Huff and Bians of the Above Bescribed Subdit Execution of the Above and I beed. Ind Notarial Seal, This 3/4	A M. Hummel, Humband and k A. Lamson and Constant and L. Huff, Humband and vision and Each Segurate Foregoing Protective Cov	Wife, as Demers ly and Severally remarks as Their
ofore Mo, the Un propelly Appear oss and Gail M. asband and Wife, asband and asband and wife, asband and asband and asband and asband asband and asband and asband and asband asband asband and asband and asban	idensigned, a Notary Public I and Louis P. Hussel and Heles Ross, Husband and Wife; Jack and Larry T. Huff and Bians of the Above Bescribed Subdit Execution of the Above and I beed. Ind Notarial Seal, This 3/4	A M. Hummel, Humband and k A. Lamson and Constant and L. Huff, Humband and vision and Each Segurate Foregoing Protective Cov	Wife, as Demers ly and Severally remarks as Their
ofore Mu, the Un erzonally Appear oss and Gail M. isband and Wife, included the clustery Act and itness My Hand A	idensigned, a Notary Public I and Louis P. Hussel and Heles Ross, Husband and Wife; Jack and Larry T. Huff and Bians of the Above Bescribed Subdit Execution of the Above and I beed. Ind Notarial Seal, This 3/4	A M. Hummel, Humband and k A. Lamson and Constant and L. Huff, Humband and vision and Each Segurate Foregoing Protective Cov	Wife, as Demers ly and Severally remarks as Their
ofore Mo, the Un propelly Appear os and Gail M. usband and Wife, 'laProprietors', 'no redged the luntary Act and tness My Hand A	idensigned, a Notary Public I and Louis P. Hussel and Heles Ross, Husband and Wife; Jack and Larry T. Huff and Bians of the Above Bescribed Subdit Execution of the Above and I beed. Ind Notarial Seal, This 3/4	A M. Hummel, Humband and k A. Lamson and Constant and L. Huff, Humband and vision and Each Segurate Foregoing Protective Cov	Wife, as Demers ly and Severally remarks as Their
ofore Mu, the Un erzonally Appear oss and Gail M. isband and Wife, included the clustery Act and itness My Hand A	idensigned, a Notary Public I and Louis P. Hussel and Heles Ross, Husband and Wife; Jack and Larry T. Huff and Bians of the Above Bescribed Subdit Execution of the Above and I beed. Ind Notarial Seal, This 3/4	A M. Hummel, Humband and k A. Lamson and Constant and L. Huff, Humband and vision and Each Segurate Foregoing Protective Cov	Wife, as Demers ly and Severally remarks as Their
ofore Mu, the Un erzonally Appear oas and Gail M. usband and Wife; was prictors; o no redged the oluntary Act and itness My Hand A	idensigned, a Motary Public is and Louis P. Husmal and Heles Ross, Husband and Wife; Jack and Larry T. Huff and Dians of the Above and I the Above and I beed. Ind Notarial Seal, This 3/4 Aires 7-25-76	A. Lamon and Constance on L. Huff, Husband and vision and Each Segments Foregoing Protective Cov The Day Of May Notary Public Notary Public	Wife, as Demerally and Severally and Severally and Severally and Their
ofore Mo, the Un propelly Appear oss and Gail M. asband and Wife, asband and asband and wife, asband and asband and asband and asband asband and asband and asband and asband asband asband and asband and asband asband asband asband asband asband asband asband asband asband asband asband asband asband asband asband asband asban	idensigned, a Notary Public I and Louis P. Hussel and Heles Ross, Husband and Wife; Jack and Larry T. Huff and Bians of the Above Bescribed Subdit Execution of the Above and I beed. Ind Notarial Seal, This 3/4	A. Lamon and Constance on L. Huff, Husband and vision and Each Segments Foregoing Protective Cov The Day Of May Notary Public Notary Public	Wife, as Demerally and Severally and Severally and Severally and Their
ofore Mo, the Un propelly Appear os and Gail M. usband and Wife, 'laProprietors', 'no redged the luntary Act and tness My Hand A	regreed, a Motary Public is and Louis P. Hussel and Heles Ross, Husband and Wife; Jack and Larry T. Haff and Dians of the Above Bescribed Subdit Brecation of the Above and Heles Test Total Seal, This 3/4	A. Lamon and Constance on L. Huff, Husband and vision and Each Segments Foregoing Protective Cov The Day Of May Notary Public Notary Public	Wife, as Demerally and Severally and Severally and Severally and India.