

your Affiant would further show that due to the death of the decedent said real estate should now be vested in this Affiant, Avis C. Cooper.

WHEREFORE, your Affiant prays that the proper officials of Hendricks County, Indiana, change their records to show the above-described real estate to now be vested in this Affiant, AVIS C. COOPER, R. R. #2, Box 209, Clayton, Indiana 46118.

Avis C. Cooper

AVIS C. COOPER, Affiant

Subscribed and sworn to before me, a Notary Public, this 14 day of January, 1974.

Lee Wood

NOTARY PUBLIC

My Commission Expires:

1-22-74

This instrument was prepared by Joe Stevenson, Attorney At Law, Danville, Indiana.

ENTERED FOR RECORD
BOOK 65 JAN 24 1974 N. 10:02
P. 531.

RESTRICTIVE COVENANTS
RECORDED Jan 24 1974
TRAC RECORD 65 PAGE
HENDRICKS COUNTY RECORDS

Mary Margaret Calder 11182
RECORDED HENDRICKS COUNTY WILLOW SPRINGS SUBDIVISION

We, the undersigned, Hart, VonSpreckelsen and Huckaby, owner of the real estate, shown and described on the hereon plat do hereby certify that we have laid off, platted, subdivided, and so hereby lay off, plat, and subdivide, said real estate in accordance with the shown plat.

1. **NAME.** This subdivision shall be known and designated as Willow Springs Subdivision being located in the town of Brownsburg, County of Hendricks, Indiana. All Streets, heretofore dedicated, are hereby dedicated to the public.

2. **BUILDING LINE.** Front yard set back lines, and side yard set back lines on corner lots are to be as shown on the plat, between buildings or structures erected or maintained.

3. **UTILITY EASEMENTS AND DRAINAGE.** "Utility Easements" as shown shall be reserved for the use of public utilities for the installation of water, sewer, gas, tile, and or electric lines, poles, ducts, pipes, etc., on, over, under and to said easement for local public use. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time said transmission line is to be constructed. "Drainage Easements" reserved as drainage swales, and said swales are to be maintained by any owner such that water from any adjacent lot shall have adequate drainage along such swale. All easements shown as "Utility Easements" are also to be considered drainage easements and are subject to all restrictions of drainage easements. No permanent, or other structures are to be erected or maintained upon any easements shown upon the plat and owners of lots shall take their titles subject to the rights of the above described easements.

4. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes, nor shall any lot be subdivided. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private attached garage for not more than four cars. In the event the purchaser should buy two lots with the purpose of building one single family dwelling across the center lot line, the lot line restrictions shall not apply to the boundary lines dividing any two said lots.

5. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and the complete plot plan (conforming in all respects to the plot plan, as required by F.H.A.) have been approved by the Architectural Committee, as to the quality and type of material and workmanship, in harmony with external design and with existing structures of finished grade elevations. The ground floor of the main structure, exclusive of open porches and garages, shall not be less than 1200 square feet, or at least 500 feet on the first floor of houses of more than one story. (Determination of sufficiency and adequacy of the term "ground floor of main structure" with respect to dwellings of a tri-level, bi-level and one-half story design shall rest exclusively with the Architectural Committee.) All drainage conduits or tubes for individual lot driveways shall be subject to approval as to size, material and quality of construction by the Project Engineer.

6. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line, nor nearer to the side street lines than the minimum set-back line shown on the record plat. For the purpose of this covenant, eaves, steps, and open porches shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. After the building has been staked and before construction begins, the Project Engineer must confirm the location of building with the plot plan.

7. No SWIMMING POOL or ASSOCIATED STRUCTURE shall be erected or placed on any lot until the construction plans, including a plot plan, have been approved by the Architectural Committee.

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

9. TEMPORARY STRUCTURES. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot as a residence, or for any other purpose, either temporarily or permanently. For the purpose of this covenant, structures needed and used by the builders shall be allowed to remain during the building period.

10. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except family pets, which may be kept, provided they are not kept, bred or maintained for commercial purposes, and not to create or constitute a nuisance.

11. GARBAGE AND REFUSE DISPOSAL. No lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept except in sanitary containers. All incinerators, or other equipment for disposal or storage of such materials shall be kept clean and sanitary and shall not be used so as to create an offensive sight or odor.

12. WATER SUPPLY. No individual water supply system shall be permitted on any lot, unless such system is designed, located and constructed and equipped in accordance with the standard recommendations of all necessary governmental regulating authorities and agencies having jurisdiction thereof. Approval of such systems, installed, shall be obtained from such authorities.

13. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted upon any lot, unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of all necessary governmental regulatory agencies and authorities having jurisdiction thereof. Approval of such systems, installed, shall be obtained from such authorities.

14. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six 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 twenty-five feet from the intersection of the street line, or in the case of a property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street's property line with edge of a driveway. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

15. FENCES. Ornamental fences or continuous shrub plantings which would in any way, serve the purposes of a fence, shall not be erected until approved by the Architectural Committee.

16. STORAGE TANKS. Oil or gas storage tanks shall either be buried or located within the house or garage area so that they are completely concealed from outside view.

17. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet, advertising the property for sale or for rent, or signs used by a builder to advertise the property during construction and sales period.

18. ARCHITECTURAL COMMITTEE. The Architectural Control Committee shall be composed of Hart, VonSprenkelsen, Huckaby, hereinafter called Developer, or its assigns, and a professional engineer of its designation. At all times the

... shall have the majority vote of said Committee. The Developer shall further have the right to designate a representative to act for and on its behalf. The Committee's approval, or disapproval, as required in these covenants shall be in writing. In the event that said written approval is not received from the Committee within 15 days from the date of submission, it shall be deemed that the Committee has disapproved the presented plan.

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16. **VIOLATIONS.** The violation of any restriction, covenant or condition shall give to the said Developer or its successors, any and all rights for injunction, damage, or any other action at law or equity which it or its successors may have to restrain and prohibit the same. In keeping with the provisions herein set out.

17. **PERMANENCE OF TERMS.** The "Protective Covenants" herein set out shall be binding on all parties to all persons claiming title to said January 1, 1974, at which time all covenants shall be automatically extended for successive periods of 15 years unless changed by the majority of the then owners of the building then covered by the covenants in whole or in part. Termination of any one of the covenants by judgment or court order will in no way affect the other covenants which shall remain in full force and effect.

STATE OF INDIANA, HENDRICKS COUNTY

STATE OF INDIANA)
)SS
COUNTY OF MARION)

me, the undersigned Notary Public, within and for said County and State

My Commission Expires: May 1, 1974
Witness My Hand and Notarial Seal this 22nd day of January, 1974.

Flora M. Jones
Flora M. Jones, Notary Public

ENTERED FOR RECORD
11173
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RECORDS HENDRICKS COUNTY

AFFIDAVIT

Comes now AUDREY R. POSTMA, being first duly sworn upon her oath, deposes and states as follows:

That she is the owner of the property located at 1725 Hemlock Lane, Plainfield, Indiana; more particularly described as Lot 37, Const of Brookmoore Manor, First Section, Part C as recorded in Plat Book 6, Page 137 on September 27, 1967 in the Office of the Hendricks County Recorder.

That she was formerly known as AUDREY R. MONTANAN and is described by that name as the owner of the above described property by deed recorded in Deed Record book 215, Page 400, in the Office of the Hendricks County Recorder.

That on October 5, 1973 she married RICHARD LEE POSTMA at Fort Benjamin Harrison, Indiana and is now known by the name of AUDREY POSTMA.

Further affidavit saith naught.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of January, 1974.

Audrey R. Postma