

ACORN ACRES Hendricks Co.

102

ENTERED FOR RECORD

SEP 22 1970

RESTRICTIVE COVENANTS

HENDRICKS COUNTY

**Acorn Acres
Louisiana*

*see plat book # 1, page 51,
Mary Margaret Barber, R.H.C.*

We, the undersigned, being the sole owners and proprietors of the following described real estate, to-wit:

Part of the east half of the Northwest Quarter of Section 20, Township 15 North, Range 1 East of the Second Principal Meridian in Indiana. Said portion being more particularly described as follows: Beginning at the Northwest Corner of said Half Quarter Section; thence North 89 degrees 03' 12" East on and along the North line of said Half Quarter Section 660.090 feet; thence South 00 degrees 00' 00" West 2,683.309 feet to a point on the South line of said Half Quarter Section; thence South 89 degrees 23' 07" West on and along said South line 660.038 feet to a point on the West line of said Half Quarter Section; thence North 00 degrees 00' 00" East on and along said West line 2,679.485 feet to the beginning point of this description. Containing in all 40.627 Acres, more or less.

do hereby restrict the above described real estate by the following COVENANTS.

1. No building shall be constructed thereon within One hundred (100) feet of front property line, except Lots 3, 4, 15, 16 which will be Sixty (60) feet, nor within Fifteen (15) feet of any side property line.
2. No one story residence is constructed thereon containing less than One thousand one hundred and fifty (1150) square feet of living area exclusive of garage and/or porches.
3. In the event a residence is constructed thereon of more than one story in height it shall contain not less than Eight hundred and fifty (850) square feet of living area exclusive of garage and/or porches on the first floor level.
4. No mobile home, basement, tent, or garage 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 building other than residence and one garage (single or double) shall be constructed thereon within Two hundred (200) feet of front property line.
6. No farm animals, fowls or domestic animals shall be kept, raised or bred for commercial purposes on said estate, only for hobby and personal enjoyment.
7. No farm animals nor fowls shall be fed, bedded or kept thereon within Two hundred (200) feet of front property line.
8. No kennels, hutches, pens or other living quarters for domestic animals shall be kept thereon within Two hundred (200) feet of front property line if more than two animals of the species is kept at one time.
9. No more than one inoperable, junked or wrecked vehicle or piece of machinery or parts thereof shall be allowed to sit outside at any one time and it must not sit within Two hundred (200) feet of the front property line.
10. Whereas said real estate is subdivided and whereas said subdivision is drained by a natural ditch on the property of John and Lydia Gibbs, said ditch being adjacent to said subdivision, then the lots of said subdivision shall be responsible for any necessary cleaning or reconstruction of said ditch to the extent that the acreage of said lot bears to the total acreage drained by that ditch. Except that no lot of said subdivision shall be responsible for any cleaning or reconstruction which is occasioned or made necessary by wilfull or negligent act of any owner or person in possession of any other land drained by said ditch.

11. These restrictive covenants shall apply to any parcel of the above-described real estate which may be conveyed by the undersigned and shall run with the land. 103
12. Enforcement of all restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain or recover damages.

Glen Broyles
GLEN BROYLES

Esther Broyles
ESTHER BROYLES

Charles G. Cogswell
CHARLES G. COGSWELL

Joyce A. Cogswell
JOYCE A. COGSWELL

STATE OF INDIANA)
COUNTY OF HENDRICKS)

7405

ENTERED FOR RECORD
SEP 23 1970 8:25 AM

POWER OF ATTORNEY

My Comm. Expires
HENDRICKS COUNTY

Known all men by these present, that I, Russell B. Tague, of the County of Hendricks, State of Indiana, do hereby make, constitute and appoint my son, Wilbur A. Tague of the County of Hendricks and State of Indiana, my true and lawful attorney-in-fact for myself and in my name, place and stead, to receive monies and checks due me, to deposit same to my checking or savings accounts, to add his name on the signature card of said checking and savings accounts and to make disbursement from any checking or savings account which I might own in my own name or in my name with Sophia E. Tague. I expressly grant to the said Wilbur A. Tague power to do and perform all acts authorized hereby, as fully and to all interests and purposes as the grantor might or could do if personally present, with full power of substitution until hereinafter specifically revoked.

In testimony whereof I, Russell B. Tague, have hereunto set my hand and seal this 22nd day of September, 1970.

IN PRESENCE OF :

E. Alonzo Deckard
Justin D. Mow

Russell B. Tague
Russell B. Tague

Subscribed and sworn to before me, a notary public, this 22nd day of September, 1970 by the said Russell B. Tague.

My Commission Expires:

May 28, 1974

Lillian Sue Wipma
Notary Public

This instrument prepared by E. Alonzo Deckard, Attorney At Law Danville, Indiana.