

# 7292

ENTERED FOR RECORD

57

NO. *Sept 12 1960 AT 9:32 AM**Lail B. Wilba*  
Recorder Hendricks CountyDECLARATION OF COVENANTS FOR  
"PRICE'S AVONDALE HEIGHTS"  
SECTION 1.Recorded *Sept 12, 1960*  
Misc. Record 40

The undersigned, John H. Price and Lorene T. Price, his wife, as Owners and Proprietors of "PRICE'S AVONDALE HEIGHTS", Section 1, the same as being a recorded plat in Washington Township, Hendricks County, Indiana, hereby certify that they have laid out, platted and subdivided the land included in said Addition in accordance with the verified plat of said Addition which has been duly approved and accepted by the Hendricks County Plan Commission and recorded \_\_\_\_\_ in the office of the Recorder of Hendricks County, Indiana, in Plat Book Number \_\_\_\_\_ page \_\_\_\_\_.

That they do hereby establish and declare the following protective and restrictive covenants covering the sub-divided record real estate and more particularly described and identified by reference as Numbered lots on the record plat of "PRICE'S AVONDALE HEIGHTS", Section 1.

(1) Building location. No building shall be located on any lot nearer to the front lot line than the building line as shown on annexed plat.

(2) No single family residential dwelling shall be built, erected or placed thereon, except those having a foundation of at least 1200 square feet on the 1st floor, however, doubles be permitted having 1000 square feet per unit living space in said Section 1 of plat.

(3) No residential structure shall be erected, altered, placed or permitted to remain on any portion of the above real estate to exceed one and one-half stories, and said dwellings must be built, having at least one-half stone veneer or one-half brick veneer.

(4) 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.

(5) Livestock and Poultry. 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.

(6) Garbage and Refuse Disposal. 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.

(7) Lot area and width. No lot shall be resubdivided \_\_\_\_\_ for the erection of more than one dwelling.

(8) Any lot purchased not built upon must be kept mowed.

(9) Signs. 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 feet, 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 and sales period.

(10) These Covenants are to run with this land and shall be binding on all the parties to conveyance of said land and all parties claiming under them for a minimum of twenty years, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

(11) If the parties hereto, or any of them, or their heirs, or assignees, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any portion of the above described property to prosecute any proceedings 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 so doing or to recover damages or other dues for such violation.

58 In Witness Whereof, the said parties as owners and proprietors of the above described recorded Plat in Washington Township, Hendricks County, Indiana, have hereunto set their hands and seals this 12 day of September, 1960.

*John H. Price*  
John H. Price  
*Lorene T. Price*  
Lorene T. Price

Acknowledged on the 12 day of September, 1960, by John H. Price and Lorene T. Price, husband and wife, as owners and proprietors of the above described recorded plat in Washington Township, Hendricks County, Indiana in proper form before,

*Fern E. Wilson*  
Fern E. Wilson, Notary Public

My Commission expires: January 15, 1962

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

NOTICE OF MECHANIC'S LIEN  
ENTERED FOR RECORD

7300  
Form No. 2130

Wm. B. Burford Printing Co., Indianapolis

Sept. 12 1960 AT 2:38 P.M.  
To William J. Taylor & Melrose Sept. 12, 1960  
Hendricks County

You are hereby notified that Arno Hardware & Lumber Co. and all others concerned: intends to hold a Mechanic's Lien on PT. NW-NW-2-14-2W-0.07A (Description of lot or tract of land) PT-NE-NE-3-14-2W-0.131A.

and also upon the House & Improvements (Description of structure) recently erected thereon by William J. Taylor (Name of owner) for the sum of \$436.87 Dollars, for work and labor done and materials furnished by Arno Hardware & Lumber Co. in the erection and construction or repair of said House which work and labor was done and which materials were furnished by Arno Hardware & Lumber Co. at your special instance and request, or at the special instance and request of

(The contractor or sub-contractor) and within the last sixty days. (If credit has been given say.) That credit has been given on said bill for 29 days (State length of time)

This instrument was prepared by Fern E. Wilson

7303  
NOTICE OF INTENTION TO HOLD MECHANIC'S LIEN

ENTERED FOR RECORD  
Sept. 12 1960 AT 2:43 P.M.  
*Earl B. Kelbo*  
Recorder Hendricks County

TO: Francis Realty Corporation, Kent Realty Corp., Arthur Francis, and whomever this may concern:

You are hereby notified that INLAND HOMES, intends to hold a Mechanic's Lien on the following described real estate in the County of Hendricks, State of Indiana, to-wit:

Part of the Northwest Quarter and part of the Southwest Quarter of Section 25, Township 15 North, Range 1 East, in Hendricks County, Indiana, more particularly described as follows:

Beginning at a point on the West line of said Northwest Quarter Section, distant 338 feet North of the Southwest corner thereof; running thence North 0 degrees 01 minutes West and along said West line 9 feet; thence North 89 degrees 57 minutes East a distance of 158.60 feet; thence North 0 degrees 16 minutes West a distance of 884 feet to a point 100 feet measured at right angles from the center line of the T.H. & I. R.R.; thence North 73 degrees 10 minutes East and parallel to said Railroad 1014.97 feet; thence North 16 degrees 50 minutes West a distance of 50 feet; thence

and the same is hereby acknowledged by the undersigned at the County Clerk's Office, Hendricks County, Indiana, on this 12th day of September, 1960, at 2:06 P.M.  
Attest: *Earl B. Kelbo*  
May Margaret Carter  
Sept. 12 1960 at 8:22 A.M.  
Earl B. Kelbo R. N. C.