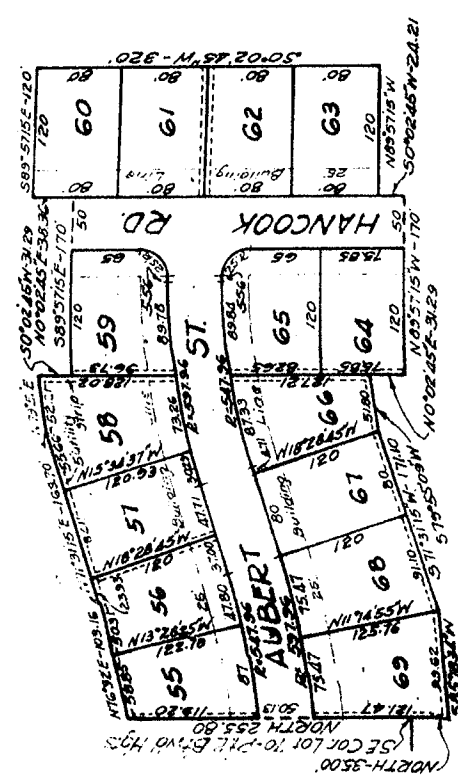


2178
 Declaration of Consent
 see serial # 51 page 176-177
 Mendel S. Reynolds
 R.H.C.

PART THREE
BRENTWOOD HEIGHTS
 AN ADDITION TO THE TOWN OF PLAINFIELD, INDIANA

Scale 1"=80.0'



THE UNDERSIGNED, BEING DULY AUTHORIZED AND LICENSED AS A REGISTERED PROFESSIONAL CIVIL ENGINEER WITHIN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THE ANNEXED PLAT AND SURVEY OF PART THREE OF BRENTWOOD HEIGHTS, AN ADDITION TO THE TOWN OF PLAINFIELD, HENRICKS COUNTY, INDIANA, IS A TRUE REPRESENTATION OF A SUBDIVISION OF A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 1 EAST, THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

FROM THE SOUTHWEST CORNER OF SAID SECTION 25, MEASURE NORTH ALONG THE WEST LINE THEREOF 614.30 FEET; THENCE EAST 290.00 FEET TO A POINT FOR A PLACE OF BEGINNING, THE SAME BEING THE SOUTHWEST CORNER OF LOT NUMBERED 70 OF PART TWO OF BRENTWOOD HEIGHTS, AN ADDITION TO THE TOWN OF PLAINFIELD, INDIANA; THENCE NORTH 255.80 FEET; THENCE NORTH 76 DEGREES 32 MINUTES EAST 109.10 FEET; THENCE NORTH 71 DEGREES 31 MINUTES 15 SECONDS EAST 103.70 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS WEST 170.00 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS WEST 170.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 15 SECONDS EAST 120.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 15 SECONDS EAST 120.00 FEET; THENCE SOUTH 85 DEGREES 45 MINUTES WEST 24.21 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 15 SECONDS WEST 170.00 FEET; THENCE SOUTH 79 DEGREES 09 MINUTES 09 SECONDS WEST 51.80 FEET; THENCE SOUTH 71 DEGREES 10 MINUTES 15 SECONDS WEST 171.10 FEET; THENCE SOUTH 85 DEGREES 45 MINUTES WEST 99.62 FEET; THENCE NORTH 35.00 FEET TO THE PLACE OF BEGINNING, CONTAINING 4.248 ACRES, MORE OR LESS.

THE BEARINGS IN THIS SURVEY REFER TO THE WEST LINE OF THE AFORESAID SECTION 25, WHICH IS ASSUMED TO BE AN ORIGIN FOR MERIDIAN. ALL MEASUREMENTS HAVE BEEN CORRECTED TO 68 DEGREES FAHRENHEIT.

SAID ADDITION CONSISTS OF 15 LOTS, NUMBERED FIFTY-FIVE (55) TO SIXTY-NINE (69) INCLUSIVE. THE LOCATION AND DIMENSIONS OF THE LOTS AND THE LOCATION OF THE STREETS ARE INDICATED ON THE ANNEXED PLAT IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

CERTIFIED THIS THE 7 TH DAY OF NOVEMBER, 1955.

Allen V. Fox
 ALLEN V. FOX
 REGISTERED PROFESSIONAL ENGINEER
 REG. NO. 2780



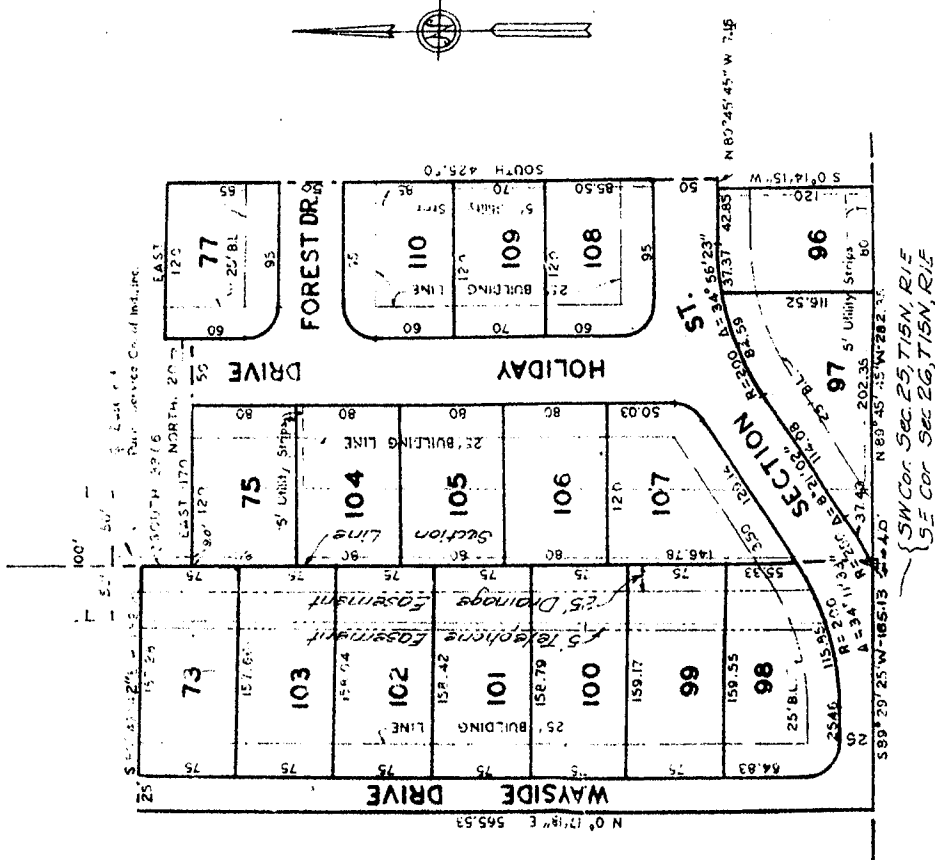
THE UNDERSIGNED, BRENTWOOD DEVELOPMENT CORPORATION, BY ITS PRESIDENT, JAMES D. SERING, AND ITS SECRETARY-TREASURER, GERALD F. HISS, AS OFFICERS OF SAID CORPORATION, DO HEREBY CERTIFY THAT THEY LAID OUT, PLATTED AND BOUND UP FOR RECORD AND SUBDIVISION THE SAID

PART FOUR

BRENTWOOD HEIGHTS

AN ADDITION TO THE TOWN OF PLAINFIELD, INDIANA

Scale: 1" = 80'



I, THE UNDERSIGNED, BEING DULY AUTHORIZED AND LICENSED AS A REGISTERED PROFESSIONAL CIVIL ENGINEER WITHIN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THE ANNEXED PLAT AND SURVEY OF PART FOUR OF BRENTWOOD HEIGHTS, AN ADDITION TO THE TOWN OF PLAINFIELD, HENDRICKS COUNTY, INDIANA, IS A TRUE REPRESENTATION OF A SUBDIVISION OF A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 1 EAST, AN A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 1 EAST, THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE COMMON SOUTHERLY CORNER OF SAID SECTIONS; THENCE SOUTH 89 DEGREES 29 MINUTES 25 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 26 A DISTANCE OF 185.13 FEET; THENCE NORTH 0 DEGREES 17 MINUTES 18 SECONDS EAST A DISTANCE OF 565.53 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 42 SECONDS EAST A DISTANCE OF 182.28 FEET TO THE NORTH AND SOUTH DIVIDING LINE BETWEEN SAID SECTIONS; THENCE SOUTH WITH SAID LINE 38.66 FEET; THENCE EAST 170.00 FEET; THENCE NORTH 40.00 FEET; THENCE EAST 140.00 FEET; THENCE SOUTH 425.50 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 45 SECONDS WEST A DISTANCE OF 72.16 FEET; THENCE SOUTH 0 DEGREES 14 MINUTES 15 SECONDS WEST A DISTANCE OF 120.00 FEET TO THE SOUTH LINE OF SAID SECTION 25; THENCE NORTH 89 DEGREES 45 MINUTES 45 SECONDS WEST WITH SAME 282.35 FEET TO THE PLACE OF BEGINNING, CONTAINING 5,909 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL ENCUMBRANCES.

THE BEARINGS IN THIS SURVEY MEASUREMENTS HAVE BEEN BE AN ORIGIN FOR MERIDIAN. ALL MEASUREMENTS HAVE BEEN CORRECTED TO 68 DEGREES FAHRENHEIT.

SAID ADDITION CONSISTS OF 18 LOTS, NUMBERED SEVENTY-THREE (73) SEVENTY-FIVE (75), SEVENTY-SEVEN (77), AND NINETY-SIX (96) TO ONE HUNDRED TEN (110), INCLUSIVE. THE LOCATION AND DIMENSIONS OF THE LOTS AND THE LOCATION AND WIDTH OF THE STREETS ARE INDICATED ON THE ANNEXED PLAT IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

CERTIFIED THIS THE 20 TH. DAY OF JULY, 1956.

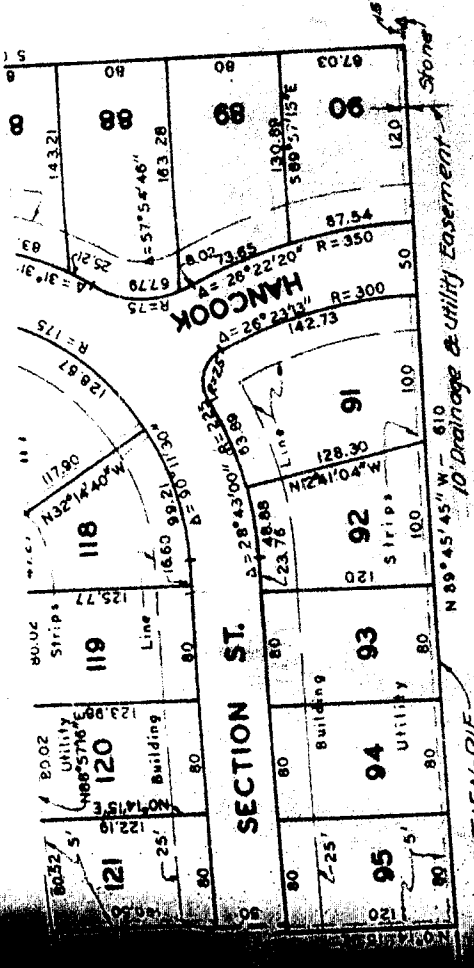
Allen V. Fox
 ALLEN V. FOX
 REGISTERED PROFESSIONAL ENGINEER
 REG. NO. 2782

THE UNDERSIGNED, BRENTWOOD DEVELOPMENT CORPORATION, BY ITS PRESIDENT, JAMES D. SERING, AND ITS SECRETARY-TREASURER, GERALD F. WISE, AS OWNERS OF THE ABOVE DESCRIBED REAL ESTATE, DO HEREBY CERTIFY THAT THEY HAVE LAID OUT, PLATTED AND SUBDIVIDED AND DO HEREBY LAY OUT, PLAT AND SUBDIVIDE THE SAID LAND INTO LOTS IN ACCORDANCE WITH THE ANNEXED PLAT.

THESE ALREADY DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC FOR ITS USE

AFOSASID SECTION 25, WHICH IS ASSUMED TO BE AN ORIG ALL MEASUREMENTS HAVE BEEN CORRECTED TO 68 DEGREES F SAID ADDITION CONSISTS OF 29 LOTS, NUMBERED SEV TO NINETY-FIVE (95) INCLUSIVE, AND ONE HUNDRED ELEVE HUNDRED TWENTY-ONE (121) INCLUSIVE. THE LOCATION AN THE LOTS AND THE LOCATION AND WIDTH OF THE STREETS / THE ANNEXED PLAT IN FIGURES DENOTING FEET AND DECIM/

CERTIFIED THIS THE 8TH DAY OF APRIL, 1957.
Allen V. Fox
 ALLEN V. FOX
 REGISTERED PROFESSIONAL
 REG. NO. 2762

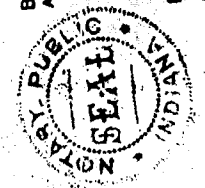


Sec 25-T15N-2E
 THE UNDERSIGNED, BRENTWOOD DEVELOPMENT CORPORATION, BY ITS PRESIDENT, JAMES D. SERING, AND ITS SECRETARY-TREASURER, GERALD F. WISE, AS OWNERS OF THE ABOVE DESCRIBED REAL ESTATE, DO HEREBY CERTIFY THAT THEY HAVE LAID OUT, PLATTED AND SUBDIVIDED AND DO HEREBY LAY OUT, PLAT AND SUBDIVIDE THE LOTS IN ACCORDANCE WITH THE ANNEXED PLAT.
 THEY CERTIFY THAT ALL STREETS DEPICTED ON SAID PLAT, EXCLUSIVE OF THOSE ALREADY DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC FOR ITS USE AND ARE STRIPS OF BROAD 5 FEET IN WIDTH, AS SHOWN ON THE ANNEXED PLAT, WHICH ARE RESERVED FOR PUBLIC UTILITY COMPANIES, NOT INCLUDING TRAILER COMPANIES FOR THE TOWN OF PLAINFIELD, INDIANA, FOR THE INSTALLATION OF POLES, LINES, DUCTS, GAS AND WATER LINES, SEWERS AND LATERALS, SUBSTRIP TO THE PUBLIC UTILITIES AND TO THE EASTWARD HEREIN RESERVED; BUT ALL SUCH UTILITY INSTALLATIONS SHALL BE MADE SUCH THAT NO PROPERTY LINE IS OBSTRUCTED. NO PERMANENT OR OTHER STRUCTURES ARE TO BE ERECTED AND MAINTAINED UPON SAID STRIPS, BUT SUCH OWNERS SHALL TAKE THEIR TITLE SUBJECT TO THE RIGHTS OF THE OWNERS OF THE OTHER LOTS IN THIS ADDITION.
 SAID ADDITION SHALL BE HEREAFTER KNOWN AS PART FIVE OF BRENTWOOD HEIGHTS, AN ADDITION TO THE TOWN OF PLAINFIELD, HENDRICKS COUNTY, INDIANA.
 I, WITNESS THEREOF, THE OFFICERS OF SAID CORPORATION, AS OWNERS OF THE ABOVE DESCRIBED ADDITION HAVE HEREUNTO SET THEIR HANDS AND CORPORATE SEAL
 THIS 8TH DAY OF APRIL, 1957.
 BRENTWOOD DEVELOPMENT CORPORATION

CORPORATE SEAL

James D. Sering
 JAMES D. SERING, PRESIDENT
Gerald F. Wise
 GERALD F. WISE, SECRETARY-TREASURER

STATE OF INDIANA }
 COUNTY OF HENDRICKS } SS



BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JAMES D. SERING AND GERALD F. WISE, BRENTWOOD DEVELOPMENT CORPORATION, AS OWNERS OF THE ABOVE DESCRIBED ADDITION TO THE TOWN OF PLAINFIELD, INDIANA, AND ACKNOWLEDGED THE EXECUTION AND FOREGOING CERTIFICATE AND ANNEXED PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

Betty L. Burns
 BETTY L. BURNS,

WITNESS MY HAND AND NOTARIAL SEAL THIS 8TH DAY OF APRIL, 1957.

MY COMMISSION EXPIRES:
 APRIL 3, 1960

UNDER AUTHORITY PROVIDED BY CHAPTER 174 -- ACTS OF 1947 ENACTED BY THE BOARD OF TRUSTEES OF THE TOWN OF PLAINFIELD, INDIANA

APPROVED BY PLAINFIELD PLAN COMMISSION AT A MEETING HELD *April*

THOMAS T. WHITE

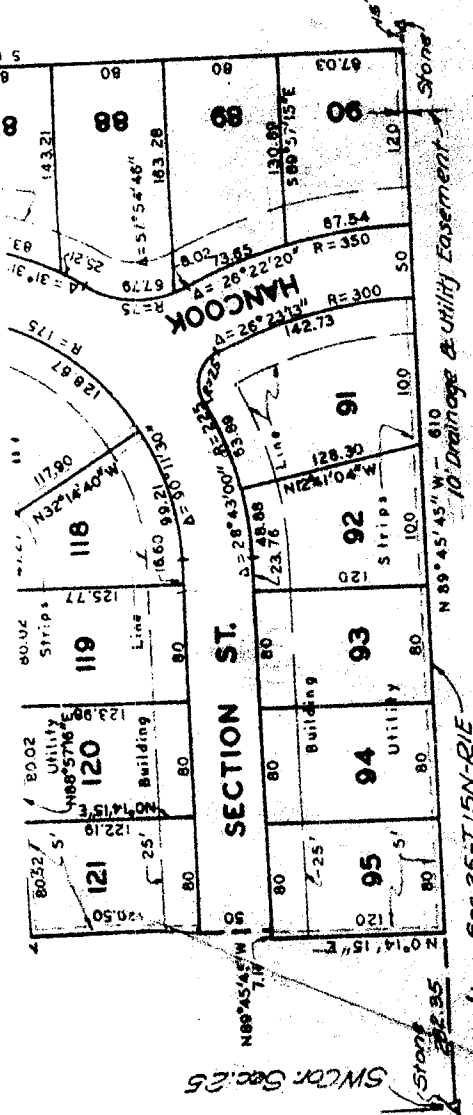
BY THE BOARD OF TRUSTEES OF PLAINFIELD, INDIANA

AFORSAID SECTION 25, WHICH IS ASSUMED TO BE AN ORIGIN
 ALL MEASUREMENTS HAVE BEEN CORRECTED TO 68 DEGREES FAI

SAID ADDITION CONSISTS OF 29 LOTS, NUMBERED SEVEN
 TO NINETY-FIVE (95) INCLUSIVE, AND ONE HUNDRED ELEVEN
 HUNDRED TWENTY-ONE (121) INCLUSIVE. THE LOCATION AND
 THE LOTS AND THE LOCATION AND WIDTH OF THE STREETS AR
 THE ANNEXED PLAT IN FIGURES DENOTING FEET AND DECIMAL

CERTIFIED THIS THE 8TH DAY OF APRIL, 1957.

Allen V. Fox
 ALLEN V. FOX
 REGISTERED PROFESSIONAL
 REG. NO. 2782



THE UNDERSIGNED, BRENTWOOD DEVELOPMENT CORPORATION, BY ITS PRESIDENT, JAMES D. SERING, AND ITS SECRETARY-TREASURER, GERALD F. WISE, AS O
 ABOVE DESCRIBED REAL ESTATE, DO HEREBY CERTIFY THAT THEY HAVE LAID OUT, PLATTED AND SUBDIVIDED AND DO HEREBY LAY OUT, PLAT AND SUBDIVIDE THE
 LOTS IN ACCORDANCE WITH THE ANNEXED PLAT.

THEY CERTIFY THAT ALL STREETS DEPICTED ON SAID PLAT, EXCLUSIVE OF THOSE ALREADY DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC FOR ITS USE
 THERE ARE STRIPS OF BROAD 5 FEET IN WIDTH, AS SHOWN ON THE ANNEXED PLAT, WHICH ARE RESERVED FOR PUBLIC UTILITY COMPANIES, NOT INCLUDING TRANS
 COMPANIES, FOR THE TOWN OF PLAINFIELD, INDIANA, FOR THE INSTALLATION OF POLES, LINES, DUCTS, GAS AND WATER LINES, SWERS AND LATRALS, SUBJEC
 TO THE PUBLIC AUTHORITIES AND TO THE EASEMENT HEREIN RESERVED; BUT ALL SUCH UTILITY INSTALLATIONS SHALL BE MADE SUCH THAT NO PROPERTY LINE OF
 BE OBTAINED. NO PERMANENT OR OTHER STRUCTURES ARE TO BE CREATED AND MAINTAINED UPON SAID STRIPS, BUT SUCH OWNERS SHALL TAKE THEIR TITLE SUE
 RIGHTS OF THE OWNERS OF THE OTHER LOTS IN THIS ADDITION.

SAID ADDITION SHALL BE HERINAFTER KNOWN AS PART FIVE OF BRENTWOOD HEIGHTS, AN ADDITION TO THE TOWN OF PLAINFIELD, HENDRICKS COUNTY, IND
 IN WITNESS WHEREOF THE OFFICERS OF SAID CORPORATION, AS OWNERS OF THE ABOVE DESCRIBED ADDITION HAVE HEREBY SET THEIR HANDS AND CORPOR
 THE 8TH DAY OF APRIL, 1957.

BRENTWOOD DEVELOPMENT CORPORATION

James D. Sering
 JAMES D. SERING, PRESIDENT

Gerald F. Wise
 GERALD F. WISE, SECRETARY-TREASURER

STATE OF INDIANA }
 COUNTY OF HENDRICKS } SS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JAMES D. SERING AND GERALD F. WISE,
 BRENTWOOD DEVELOPMENT CORPORATION, AS OWNERS OF THE ABOVE DESCRIBED ADDITION TO THE TOWN OF PLAINFIELD, INDIANA, AND ACKNOWLEDGED THE EXECUT
 AND FOREGOING CERTIFICATE AND ANNEXED PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL THIS 8TH DAY OF APRIL, 1957.



MY COMMISSION EXPIRES
 APRIL 3, 1960

UNDER AUTHORITY PROVIDED BY CHAPTER 174 -- ACTS OF 1947 ENACTED BY
 ORDINANCE ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF PLAINFIELD, IND

APPROVED BY PLAINFIELD PLAN COMMISSION AT A MEETING HELD *April*

CORPORATE SEAL

Betty L. Worn
 BETTY L. WORN, N

AND ALL ACTS AMENDATO
 OF PLAINFIELD, AS F

THOMAS T. WHITE

Subscribed to before me this 6 day of December 1954.

(SEAL)
County of Hendricks

Harvey W Brown
Notary Public

My commission Expires
May 10, 55.

Maudie E. Ryerson
R.H.C.

Entered for record Dec. 16, 1954, at 1:04 P.M.

No. 4031 ✓ DECLARATION OF COVENANTS

The undersigned, James D. Sering and Edna M. Sering, his wife, and Gerald F. Wise and Gertrude E. Wise, his wife, as owners and proprietors of Part one of Brentwood Heights. The same being an Addition to the Town of Plainfield, Hendricks County, Indiana, hereby certify that they have laid out, platted and sub-divided the land included in said Addition in accordance with the verified plat of said Addition which has been duly approved and accepted by the Board of Trustee of the Town of Plainfield, and recorded December, 16th, 1954, in the office of the Recorder of Hendricks County, Indiana, in Plat Book Numbered 4, page 81.

That they do hereby establish and declare the following protective and restrictive covenants covering the sub-divided real estate, and more particularly described and identified by reference as Numbered Lots on the Plat of Part One of Brentwood Heights of record in the plat book above mentioned.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

3. No dwelling shall be permitted on any lot at a cost of less than \$7500.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garage, shall be not less than 768 square feet for a one-story dwelling, nor less than 768 square feet for a dwelling of more than one story.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 5 feet to any side property line, except that no side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 5 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot. No building shall be located to encroach upon an easement as shown on the recorded plat.

5. No dwelling shall be erected or placed on any lot having a width of less than

on any lot having an area of less than 7500 square feet.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

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

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficiency height to prevent obstruction of such sight lines.

10. 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 twenty-five years from the date 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.

11. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

12. 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.

IN WITNESS WHEREOF, the said parties as owners, and proprietors of the above described addition to the Town of Plainfield, Indiana, have hereunto set their hands and seals this December ,16, 1954.

James D. Sering
James D. Sering
Edna M. Sering
Edna M. Sering
Gerald F. Wise
Gerald F. Wise
Gertrude E. Wise
Gertrude E. Wise

STATE OF INDIANA)
)SS.
HENDRICKS COUNTY)

Before me, the undersigned Notary Public within and for said County and State, personally appeared James D. Sering and Edna M. Sering, husband and wife, and Gerald F. Wise and Gertrude E. Wise, husband and wife, as owners and proprietors of the above described addition to the Town of Plainfield, Indiana, and acknowledge the

execution of the above Declaration of Covenants to be their voluntary act and deed.
Done this 16th day of December, 1954.

(SEAL)
My commission expires
Jan. 17, 1955.

Norman S. Comer
(Norman S. Comer)

Entered for record Dec. 16, 1954 at 3:01 P.M.

Maudie E. Rynerman R.H.C.

No. 4054 ✓ AGREEMENT TO ANNEXATION - CLINTON COURT

From the minutes of the Danville Town Board August 2, 1954.
Ralph Osborn appeared before the Board with plans for opening a new 12 lot subdivision on west Main Street, west of Spring street, and to be known as Clinton Court. A motion was made and passed that the portion of the section of land to be known as Clinton Court which lies beyond the town limits of Danville be annexed by the town and that the proposed plan for subdividing the above portion of land be be accepted by the Board of Trustees.

(DANVILLE CORP. SEAL)

Pearl M. Hadley
Clerk-Treas.

Entered for record Dec. 18, 1954 at 11:14 A.M.

Maudie E. Rynerman R.H.C.

No. 4058 ✓ NOTICE OF MECHANIC'S LIEN

Dec 18, 1954

To Gilbert & Margery Jean Gregory and all others concerned:

You are hereby notified that Norman Johnson intend to hold a Mechanic's Lien on Part of SE SE; Section 17; Township 14, Range 2 East containing 0.30 acres as well as upon the House improvements erected thereon for the sum of Five Hundred Fifty Six - Thirty Eight cents \$556.38/100 Dollars, for work and labor done, and furnished by Norman Johnson in the erection and construction or repair of said improvements, which work and labor done and furnished, were done and furnished by Myself at your special instance and request, and within the last sixty (60) days.

Norman Johnson

Entered for record Dec. 18, 1954 at 11:38 A.M.

Maudie E. Rynerman R.H.C.

No. 4076 ✓ CONTRACT FOR SALE OF REAL ESTATE.

This contract is entered into this 20th day of December, 1954 between Charles Lux of R.R.# 2, Bridgeport, Indiana, hereinafter called the Buyer and John Lux of R.F.#2, Bridgeport, Indiana, hereinafter called the Seller.

Whereby it is agreed as follows:

1. The Seller will sell and the Buyer will buy the following described real estate in Hendricks County, State of Indiana, to-wit:

A part of the North East quarter of Section 17, Township 15 North of Range 2 East bounded as follows, to-wit: Beginning at the North East corner of said quarter and running thence West 106 2/3 rods; thence South 160 rods to the South line thereof; thence East 106 2/3 rods to the South East corner thereof; thence North 160 rods to the place of beginning, estimated to contain 106 2/3 acres, more or less.

2. The purchase price shall be \$ 32,000.00 of which the sum of \$ 2,000.00 as a down payment is paid at the execution of this contract, the receipt whereof the Seller acknowledges and the balance shall be paid as hereinafter set out.

3. The Balance of the purchase price shall be paid at the rate of \$1,000.00 per year until fully paid. The first of such payments shall be due and owing on January 1, 1956.

4. Interest shall be paid at the rate of 4% per annum on the unpaid balance and

DECLARATION OF COVENANTS

The undersigned, Brentwood Development Corporation, by its President James D. Sering, and its Secretary, Gerald F. Wise, as owner and proprietor of Part Four of Brentwood Heights, the same being an Addition to the Town of Plainfield, 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 Plainfield Plan Commission of the Town of Plainfield, Indiana, and recorded in the office of the Recorder of Hendricks County, Indiana, in Plat Book numbered 4 page 101.

That they do hereby establish and declare the following protective and restrictive covenants covering the sub-divided real estate, and more particularly described and identified by reference as Numbered Lots on the Plat of Part Four of Brentwood Heights of record in the Plat Book above mentioned.

1. No lot shall be used except for residential purpose. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

3. No dwelling shall be permitted on any lot at a cost of less than nine thousand dollars (\$9,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structures, exclusive of open porches and detached garage, shall be not less than 900 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one story. However, a maximum of 150 square feet of the floor area of an attached garage can be counted as part of the 900 square feet, minimum permitted dwelling size.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 5 feet to any side property line, except that no side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 5 feet to the rear lot line. For the purpose of this covenants, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot. No building shall be located to encroach upon an easement as shown on the recorded plat.

5. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area or less than 7500 square feet.

6. Easements for installation and maintenance of utilities and drainage facilities

IN WITNESS WHEREOF, The parties hereto have set their hands and seals, this 28th day of May 1956.

Leonard S. Mann (SEAL)
Eunice G. Mann (SEAL)

John R. Tomlinson (SEAL)
Dorla Tomlinson (SEAL)

STATE OF INDIANA,)
Hendricks COUNTY,) SS;

Before me, the undersigned; a Notary Public in and for said County and State this 4th day of June 1956, personally appeared John R. Tomlinson and Dorla Tomlinson, husband and wife and Leonard S. Mann and Eunice G. Mann husband and wife and acknowledged the execution of the Annexed Contract of Sale.

WITNESS my hand and Notarial Seal.

(SEAL) John D. Taylor
My commission expires Dec 12 1958 Notary Public

Entered for record June 4, 1956 at 9:09 A.M.

Maudie E. Reynolds R.H.C.

No. 2173

DECLARATION OF COVENANTS

The undersigned, Brentwood Development Corporation, by its President James C. Sering, and its Secretary, Gerald F. Wise, as owner and proprietor of Part Three of Brentwood Heights, the same being an Addition to the Town of Plainfield, 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 Board of Trustees of the Town of Plainfield, and recorded in the office of the Recorder of Hendricks County, Indiana, in Plat Book Numbered 4 page 97.

That they do hereby establish and declare the following protective and restrictive covenants covering the sub-divided real estate, and more particularly described and identified by reference as Numbered Lots on the Plat of Part Three of Brentwood Heights of record in the Plat Book above mentioned.

1. No lot shall be used except for residential purpose. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.
2. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.
3. No dwelling shall be permitted on any lot at a cost of less than nine thousand dollars (\$9,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structures, exclusive of open porches and detached garage, shall be not less than 900 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one story. However, a maximum of 150 square feet of the floor area of an attached garage can be counted as part of the 900 square feet, minimum permitted dwelling size.
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 5 feet to any side property line, except that no side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 5 feet to the rear lot line. For the purpose of this covenants, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot. No building shall be located to encroach upon an easement as shown on the recorded plat.
5. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7500 square feet.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.
7. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
9. No fence, wall, hedge or shrub planting which obstructs side lines at elevations between 2 and 6 feet above the roadway 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a drive way or alley pavement. No tree shall be permitted to remain within such distances of such inter-

10. 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 twenty-five years from the date 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.

11. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Violation of all or any part of these covenants will not result in reversion of title.

12. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the said party as owner and proprietor of the above described addition to the Town of Plainfield, Indiana have hereunto set their hands and seals this June 4, 1956.

Brentwood Development Corporation
By: James D. Sering
(James D. Sering,) President
By: Gerald F. Wise
(Gerald F. Wise,) Secretary-Treasurer

(CORP. SEAL)

STATE OF INDIANA) SS.
HENDRICKS COUNTY)

Before me, the undersigned Notary Public within and for said County and State, personally appeared, Brentwood Development Corporation, by its President, James D. Sering and by its Secretary-Treasurer, Gerald F. Wise as owner and proprietor of the above described addition to the Town of Plainfield, Indiana, and acknowledged the execution of the above Declaration of Covenants to be their voluntary act and deed. Done this June 4, 1956.

(SEAL)

Betty L. Burns Notary Public

My commission expires April 3, 1960.

Entered for record June 4, 1956 at 11:03 A.M.

Maudie E. Reynolds R.H.C.

No. 2200 ✓ AFFIDAVIT

STATE OF INDIANA
BOONE COUNTY, SS:

Bertha Davidson, whose post office address is Jamestown, Indiana, being first duly qualified upon her oath says that she is the daughter of Sarah E. Brooks, mentioned in a certain deed dated December 4, 1917, recorded March 1, 1918 in Deed Record 120 Page 384 of the records of Hendricks County, Indiana.

Affiant further says that the said Sarah E. Brooks departed this life, intestate, on or about the 11 day of April 1920, in Hendricks County, Indiana and that she left as her sole and only heirs at law Charles E. Brooks, her husband and this affiant Bertha Davidson, her daughter, and that she left no other child or children or any descendants of any deceased child or children.

Affiant further says that the estate of Sarah E. Brooks was never formally administered upon in any court, but that all of the debts of her last sickness and burial as well as all debts against her estate were paid in full, and that the estate was not of sufficient amount to be subject to any State or Federal Inheritance Taxes.

Affiant further says that this affidavit is made for the purpose of clarifying the chain of title to the lands mentioned in the above deed.

Affiant further saith not.

Bertha Davidson
(Bertha Davidson)

Subscribed and sworn to before me, a Notary Public, this 2 day of June 1956.
Olin L. Hedge
Notary Public

(SEAL)

My commission expires June 1, 1957.

Entered for record June 5, 1956 at 8:10 A.M.

Maudie E. Reynolds R.H.C.

No. 2209 ASSIGNMENT OF RENTS

We, hereby assign, transfer and set over to the Indianapolis Morris Plan Corporation, hereinafter called "Morris Plan," all of our right, title and interest in and to the rents, issues and profits from the following described real estate situated in Hendricks County, Indiana: Lot #5 Clarks Creek Add. to the city of Plainfield, Indiana. Recorded in the office of the recorder of Hendricks County, Indiana. to secure the payment of a promissory note of even date for the sum of \$1285.20 executed by the undersigned to Indianapolis Morris Plan Corporation with interest at the rate of one

9663
For Release of this Record
Release Record 3... DATE 3.5.1
April 21, 1960

angle to the last described line 213.51 feet, thence North Parallel to the East line of aforesaid Quarter Quarter Section 200.00 feet, thence West and parallel to the South line of the within described tract 213.51 feet to the place of beginning. Containing 0.988 acres more or less.

Recorded in the office of the Recorder of Hendricks County, Ind. in Plat book 136 pages 332 and 333.

Also a part of the Northeast Quarter of Section 30, Township 15 North, Range 2 East. More particularly described as follows:

Beginning at a point in the Grantors West line 427.02 feet West of and at right angle to a point on the East line of aforesaid Northeast quarter section 189.50 feet South of the Northeast corner thereof, running thence South and along and with aforesaid West line 100 feet, thence east at right angle to the last described line 213.51 ft, thence North parallel to the East line of aforesaid quarter section 100.00 ft. thence West and parallel to the South line of the within described tract 213.51 ft. to the place of beginning.

Containing 0.50 ft. of an acre, more or less.

(c) The following described real estate in Hendricks County, Indiana;

IN WITNESS WHEREOF said Assignors have hereunto set their hands and seals this 5-6-1957.

Fred C. South Sr (Seal)
Ethel V South (Seal)

STATE OF INDIANA, COUNTY OF MARION, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 5-6, 1957, personally appeared Fred C South Sr & Ethel V South, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial Seal.

Charles W Parks
Notary Public

(SEAL) My Commission Expires: 8-8-60
Entered for record May 6, 1957 at 10:23 A.M.

Maudie E. Reynolds R.H.C.

No. 8801 DECLARATION OF COVENANTS

The undersigned, Brentwood Development Corporation, by its President, James D. Sering, and its Secretary-Treasurer, Gerald F. Wise, as owner and proprietor of Part Five of Brentwood Heights, the same being an Addition to the Town of Plainfield, 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 Plainfield Plan Commission of the Town of Plainfield, Indiana, and recorded in the office of the Recorder of Hendricks County, Indiana, in Plat Book Numbered 4 page 111.

That they do hereby establish and declare the following protective and restrictive covenants covering the sub-divided real estate, and more particularly described and identified by reference as Numbered Lots on the Plat of Part Five of Brentwood Heights of record in the Plat Book above mentioned.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.
2. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.
3. No dwelling shall be permitted on any lot at a cost of less than nine thousand dollars (\$9,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structures, exclusive of open porches and detached garage, shall be not less than 900 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one story. However, a maximum of 150 square feet of the floor area of an attached garage can be counted as a part of the 900 square feet, minimum permitted dwelling size.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 5 feet to any side property line, except that no side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 5 feet to the rear lot line. For the purpose of this covenants, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot. No building shall be located to encroach upon an easement as shown on the recorded plat.

5. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7500 square feet.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

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

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. 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 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.

11. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Violation of all or any part of these covenants will not result in reversion of title.

12. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the said party as Owner and Proprietor of the above described addition to the Town of Plainfield, Indiana, have hereunto set their hands and seals this 30th day of April 1957.

Signed and sealed by: --

(CORP SEAL)

BRENTWOOD DEVELOPMENT CORPORATION
James D. Sering
(James D. Sering) President
Gerald F. Wise
(Gerald F. Wise) Secretary-Treasurer

Acknowledged April 30, 1957, by Brentwood Development Corporation by its President, James D. Sering and by its Secretary-Treasurer, Gerald F. Wise, as owner and proprietor of the above described addition to the Town of Plainfield, Indiana, before,

Betty L. Burns
(Betty L. Burns) Notary Public
Hendricks County, Indiana

(SEAL) My commission expires April 3, 1960
Entered for record May 6, 1957 at 3:41 P.M.

Maudie E. Reynolds R.H.C.

No. 8840

AFFIDAVIT

STATE OF INDIANA, COUNTY OF HENDRICKS, SS:

ELNORA VICE, of said county and state, being duly sworn upon her oath, deposes

with. The seller agrees to furnish an abstract of title showing a merchantable or insurable title in the grantor to date, provided abstract was not furnished by seller at the time of execution and delivery of this instrument, in such an event no further continuation shall be furnished by seller.

It is agreed that the seller may obtain a loan upon the real estate herein described, secured by mortgage, at any time during the term of this contract, and from time to time renew the same in such sum and for such period as seller may see fit, not to exceed the balance due on the unpaid balance of this contract. Should seller place a mortgage on said real estate and then fail to meet any payment of principal or interest, then the buyer shall have the right to make such payments and deduct the same from the next payment or payments due the seller under this contract. Seller, however, agrees to pay said mortgage when due or whenever buyer desires to pay off this contract in full.

That the buyer's interest in this contract shall not be sold, assigned, nor otherwise transferred, nor any interest therein nor in said real estate, alienated or leased; nor said real estate occupied by others, nor shall any of the improvements thereon, or hereafter placed thereon be changed, removed, remodeled, or altered in any manner whatsoever, without the written consent of the seller.

That the buyer shall use said premises well and keep same in good repair, at expense of buyer, and shall not commit waste, thereon, and in the event of any breach and reentry by the seller, shall deliver up premises to seller in as good condition as same are now in or may be put in, ordinary wear and tear, ordinances and acts of God excepted. Buyer shall at all times use and maintain said premises in accordance with the laws, ordinances and regulations of the United States of America, the State of Indiana, and the City of Indianapolis. The seller shall have the right at any reasonable time to enter upon and in said premises for the purpose of inspecting same.

That as a part of the consideration, buyer expressly assumes all risk and responsibility for any accident, injury or damage to persons or property as to himself or others, in or about said premises and agrees to hold seller harmless from all liability therefrom.

That if any taxes, assessment or insurance premium be not paid when due, or if any installment of the purchase price or interest thereon, shall become delinquent for a period of Thirty (30) days, or if the buyer shall fail to observe or perform any other conditions or terms of this agreement, the seller may at his option cancel this agreement, take immediate possession of said real estate and remove the buyer or any other person therefrom without any notice or demand whatsoever, the necessity therefor being hereby expressly waived; and in the event of such cancellation, all payments theretofore made by the buyer shall be retained by the seller not as a penalty, but as liquidated damages for the breach of this agreement and in such event all rights and demands of the buyer shall cease and terminate and the buyer shall have no further right, title, interest or claim of any kind or character in or to the real estate described herein, or the legal or equitable title thereto or any of the benefits provided under the terms of this agreement. Failure or delay of the seller to exercise any option hereunder at the time of any default shall not operate as a waiver of the right of the seller to exercise such option for the same or any subsequent default at any time thereafter.

It is mutually agreed by and between the parties hereto that the time of payment shall be of the essence of this contract, that all of the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties; that there are no representations respecting said real estate or the sale thereof except as in this agreement contained.

Further payments On July 1 and January 1 of any year.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 23rd day of November, 1954.

Owen R. Adams (Seal)
Owen R. Adams
Hesper Adams (Seal)
Hesper (n) Adams

D. & D. Builders Inc. (Seal)
A E. Darlington (Seal)
By: A. E. Darlington Pres.
Irene E. Darlington (Seal)
Sec.

For value received, the attached contract is hereby assigned to Continental Lumber Company, Inc., for the purpose of securing an indebtedness of the D & D Builders, Inc. to the said Continental Lumber Company, Inc., assignor herein having the right to redeem this contract at any time. It is further agreed that in the event the obligations to Continental Lumber Company, Inc., are paid in full, these contracts are automatically reassigned to the assignor.

D & D Builders Inc (CORP. SEAL)
By A E Darlington Pres

Entered for record March 24, 1956 at 7:11 A.M.

Maudie E. Reynolds R.H.C.

No. 791 DEDICATION FOR PUBLIC UTILITY EASEMENT

35-
67
We, the undersigned, owners and proprietors of the following Lots for and in consideration of One Dollar and other valuable consideration hereby dedicate to the General Public for a utility easement a strip of ground Five (5) feet in width, on the west side, parallel adjacent and contiguous to an existing easement held by Public Service Company of Indiana of record in Deed Record 162 pages 54-55 of the Hendricks County Records, which easement crosses Lots 22, 23, 24, 25, 26, 27, 28 and 72 of Part Two of Brentwood Heights an Addition to the town of Plainfield, Indiana as recorded in Plat Book 4 page 89 of the Hendricks County Records and this Dedication of 5 feet shall continue on a straight line south into and across the entire proposed Addition to be designated as Section 4 of Brentwood Heights.

Witness our hands and seals this 15th day of March 1956.

Lyle N. Patterson (seal)
 (Lyle N. Patterson)
 Cora N Patterson (seal)
 (Cora N. Patterson)
 Owners of Lot No. 22
 William C. Adams (seal)
 (William C. Adams)
 Phyllis A. Adams (seal)
 (Phyllis A. Adams)
 Owners of Lot No. 25

S & W. BUILDERS INC.,
 by James D Sering, Pres. (seal)
 (Proprietors)

STATE OF INDIANA
 HENDRICKS COUNTY SS:

Before me a Notary Public in and for said county and State personally appeared Lyle N. Patterson and Cora N. Patterson husband and wife; William C. Adams and Phyllis A. Adams, husband and wife and S & W. BUILDERS INC., by James D. Sering, President Proprietors of said Addition and acknowledged the execution of the above dedication to be their free and voluntary act and deed.

Witness my hand and Notarial Seal this 26 day of March 1956.

(SEAL)
 My commission expires:
 January 17, 1959.

Norman S. Comer
 (Norman S. Comer) Notary Public

Entered for record March 26, 1956 at 1:41 P.M.

Maudie E. Reynolds R.H.C.

No. 834 ✓ RESTRICTIVE COVENANTS

We, the undersigned being the owners and Proprietors of the following Real Estate in Hendricks County, Indiana to-wit:-

Part of the West half of the Northwest quarter, Section 13, Township 16 North Range 1 East, more particularly described as follows: From the southwest corner of said West half measure North along the West line thereof 1348.97 feet; thence East parallel to the south line of said West half 1345.89 feet to the East line of said half; thence south with said East line 1348.97 feet to the southeast corner of said West half; thence West along the south line of said West half to the place of beginning, containing 41.67 acres, more or less.

Hereby place the following Restrictions on said above real estate:-

1. Said Real Estate is to be used for Residential and agriculture purposes ONLY and for no other use whatsoever.

This is a restrictive covenant to run with the land thereby binding our heirs, executors, administrators, grantees and assigns.

Witness our hands and seals this 1st day of MARCH 1956.

Robert S. Hornaday (SEAL)
 (Robert S. Hornaday)
 Jewell Dorothea Hornaday (SEAL)
 (Jewell Dorothea Hornaday)

STATE OF INDIANA
 SS:
 HENDRICKS COUNTY

Before me the undersigned Notary Public in and for said county and state, personally appeared Robert S. Hornaday and Jewell Dorothea Hornaday, his wife, and acknowledged the execution of the above Restrictive covenants, to be their free voluntary act and deed.

Witness my hand and Notarial Seal this 27 day of March 1956.

(SEAL)

August A. Alandt

Notary Public.

My commission expires: Feb 26th 1957

Entered for record March 28, 1956 at 1:54 P.M.

Maudie E. Reynolds R.H.C.

No. 865 ✓ ARTICLES OF INCORPORATION
 OF
 SIMPSON OIL CO., INC.

APPROVED AND FILED
 MAR 29 1956
 Crawford F. Parker
 Secretary of State of Indiana

The undersigned incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of The Indiana General Corporation Act, as amended (hereinafter referred to as the "Act"), execute the following Articles of Incorporation.

ARTICLE I

Name

The name of the Corporation is SIMPSON OIL CO., INC.