

ENTERED FOR REC

BOOK

22 MAY - 7 1979

Marielle Abiate
RECORDER HENDRICKS COUNTY

BOOK 20

CROSS REFERENCE

8306 - Sept 30, 91
The affidavit file
is in the 127 file
July 1991 file

1187

"CAMBRIDGE PLACE" RESTRICTIVE COVENANTS

THE UNDERSIGNED, MERRILL BUTLER, LARRY D. FURNAS, MARK CONWELL, GERALD A. CONWELL, AND PAUL SKINNER, DEVELOPERS, AS OWNERS AND PROPRIETORS OF "CAMBRIDGE PLACE", LOCATED IN LINCOLN/MIDDLE TOWNSHIPS, HENDRICKS COUNTY, INDIANA, DO HEREBY THIS INDENTURE, RESTRICT AND COVENANT THE LOTS AND OTHER AREA WITHIN THE BOUNDARIES IN SAID SUBDIVISION TO THEMSELVES AND THEIR GRANTEEES, ASSIGNS, SUCCESSORS, HEIRS, OR LEGAL REPRESENTATIVES, AND TO ANY PERSON, PERSONS, CORPORATIONS, BANKS, AND ASSOCIATIONS AND/OR ANY ONE WHO MAY OBTAIN TITLE TO SAID LOTS AS TO THE FOLLOWING TERMS, STIPULATED CONDITIONS, RESTRICTIONS, AND COVENANTS TO-WIT:

- (1) FULLY PROTECTIVE RESIDENTIAL AREA: THE FOLLOWING COVENANTS, IN THE ENTIRETY SHALL APPLY TO ALL OF "CAMBRIDGE PLACE" SAID SUBDIVISION BEING LOCATED IN LINCOLN/MIDDLE TOWNSHIPS, HENDRICKS COUNTY, INDIANA.
- (2) LAND AND BUILDING TYPE: NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES, NOR SHALL ANY LOT BE SUBDIVIDED. NO BUILDING 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 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. SUCH REQUIREMENTS SHALL INCLUDE BUT NOT NECESSARILY BE LIMITED TO HARD SURFACE DRIVES OF EITHER ASPHALT OR CONCRETE WITHIN ONE YEAR OF COMPLETION OF CONSTRUCTION. AT LEAST FIFTY (50) PER CENT MASONARY CONSTRUCTION WILL BE REQUIRED ON ALL DWELLINGS UNLESS APPROVED OTHERWISE BY THE BUILDING COMMITTEE.
- (3) DWELLING SIZE: THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUDING OF ONE STORY PORCHES AND GARAGES SHALL NOT BE LESS THAN 1600 SQUARE FEET IN THE CASE OF A ONE STORY STRUCTURE, NOR LESS THAN 1100 SQUARE FEET IN THE CASE OF A MULTIPLE STORY STRUCTURE, WITH NO LESS THAN 1000 SQUARE FEET OF FINISHED FLOOR AREA IN SUCH MULTIPLE STORY STRUCTURE.
- (4) ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL: NO BUILDING, FENCE, WALL, OR OTHER STRUCTURE SHALL BE ERECTED, PLACED AND ALTERED ON ANY BUILDING PLOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS, SPECIFICATIONS, AND PLOT PLAN SHOWING THE LOCATION OF SUCH STRUCTURES AND DRIVEWAYS HAVE BEEN APPROVED AS TO THE CONFORMITY AND HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURE HEREIN AND AS THE BUILDING WITH RESPECT TO TOPOGRAPHY AND FINISHED GROUND ELEVATIONS BY AN ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE. ALSO THE PROPOSED LOCATION OF WELLS, SEPTIC SYSTEMS, DESTRUCTION OF TREES AND VEGETATION AND ANY OTHER MATTER AS MAY AFFECT THE ENVIRONMENT AND ECOLOGY OF THE "CAMBRIDGE PLACE" AREA SHALL BE THE PROPER CONCERN OF THE COMMITTEE. THIS COMMITTEE SHALL BE COMPOSED OF THE UNDERSIGNED OWNERS OF THE HEREBY DESCRIBED REAL ESTATE, OR BY THEIR DULY AUTHORIZED REPRESENTATIVES. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF SAID COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATIONS, OR TO DESIGNATE A REPRESENTATIVE WITH LIKE AUTHORITY. THE COMMITTEE'S APPROVAL, OR DISAPPROVAL, AS REQUIRED IN THIS COVENANT SHALL BE IN WRITING. IN THE EVENT THAT SAID WRITTEN APPROVAL IS NOT RECEIVED FROM THE COMMITTEE WITHIN 20 DAYS FROM THE DATE OF SUBMISSION, IT SHALL BE DEEMED THAT THE COMMITTEE HAS DISAPPROVED THE PRESENTED PLAN. NEITHER THE

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COMMITTEE MEMBERS NOR THE DESIGNATED REPRESENTATIVES SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT.

- (5) BUILDING CONSTRUCTION: BUILDING MUST BEGIN WITHIN ONE (1) YEAR OF THE DATE OF CLOSING ON THE LOT. ANY BUILDING ONCE APPROVED AND CONSTRUCTION MUST BE COMPLETED WITHIN ONE (1) YEAR FROM THE TIME CONSTRUCTION WAS STARTED. NO BUILDING SHALL BE ON ANY LOT NEARER THE FRONT OR SIDE PROPERTY LINE THAN THE MINIMUM BUILDING SETBACK LINES, AS SHOWN ON THE RECORDED PLAT AND IN ACCORDANCE WITH HENDRICKS COUNTY REGULATIONS PERTAINING TO SIDE PROPERTY LINES. ANY TIME EXTENSION MUST BE APPROVED BY BUILDING COMMITTEE.
- (6) DRAINAGE AND UTILITY EASEMENTS: THE STRIPS OF GROUND MARKED BY THIS COVENANT AS DRAINAGE AND UTILITY EASEMENTS ARE HEREBY RESERVED FOR THE USE OF PUBLIC UTILITIES, NOT INCLUDING TRANSPORTATION COMPANIES, FOR INSTALLATION AND MAINTENANCE OF POLES, MAINS, DUCTS, LINES AND WIRES AND SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENTS HERETOFORE GRANTED AND RESERVED. THE DRAINAGE EASEMENTS MAY BE USED BY THE PROPER AUTHORITIES INCLUDING THE HENDRICKS COUNTY DITCH BOARD OR ANY OF THE SEVERAL OWNERS OF THIS SUBDIVISION OR ANY OTHER SECTION OF THIS SUBDIVISION FOR THE INSTALLATION AND THE MAINTENANCES OF EITHER SURFACE OR SUBSURFACE DRAINAGE. TO ACCOMPLISH SAID DRAINAGE THE EXISTING GRADE OF SAID EASEMENTS MAY BE ALTERED TO ANY GRADE NECESSARY. IN NO SITUATION SHALL ANY OWNER BLOCK THE DRAINAGE IN ANY MANNER ALONG SAID DRAINAGE SWALES. THIS COVENANT HEREBY GRANTS TO THE HENDRICKS COUNTY DITCH BOARD THE AUTHORITY TO ACCEPT ALL DRAINAGE AND UTILITY EASEMENTS FOR THE PURPOSES OF ESTABLISHING LEGAL EASEMENTS.
- (7) LANDSCAPING: ALL NON-WOODED LOTS IN THIS SUBDIVISION SHALL BE IMPROVED WITH A MINIMUM OF THREE (3) DECIDUOUS TYPE SHADE TREES WITHIN ONE YEAR OF THE ERECTION OF A PERMANENT STRUCTURE. ALL LOTS, IMPROVED OR NOT, SHALL BE MOWED BY THE OWNER OF THE LOT OR THEIR DESIGNATED REPRESENTATIVE A MINIMUM OF ONCE PER MONTH DURING THE MONTHS OF APRIL THROUGH SEPTEMBER. THIS PROVISION SHALL BE APPLICABLE AT LEAST THREE TIMES PRIOR TO, DURING, AND AFTER CONSTRUCTION OF THE DWELLING ON THE LOT. IF THE OWNER DOES NOT SO MAINTAIN HIS PREMISES THE COMMITTEE OR ITS DESIGNATE SHALL CAUSE SUCH MAINTENANCE TO OCCUR AND THE OWNER SHALL BE RESPONSIBLE FOR THE COSTS INCURRED.
- (8) UTILITY BUILDING: A UTILITY BUILDING MAY BE CONSTRUCTED ON ANY LOT IF APPROVED BY THE ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE. THIS UTILITY BUILDING IS TO BE CONSTRUCTED IN SUCH MANNER AS TO MEET THE STANDARDS OF CONSTRUCTION AS USED IN THE CONSTRUCTION OF THE DWELLING. THE UTILITY BUILDING SHALL BE LOCATED BEHIND THE MAIN DWELLING. IN NO INSTANCE SHALL THE UTILITY BUILDING BE LOCATED IN FRONT OR ON THE SIDE OF THE MAIN DWELLING.
- (9) VEHICLE PARKING: NO VEHICLE SHALL BE ALLOWED TO PARK ON ANY LOT WITHIN SAID SUBDIVISION EXCEPT FOR A REASONABLE LENGTH OF TIME WHILE THE VEHICLE IS BEING USED FOR DELIVERY OR PICKUP PURPOSES.
- (10) RECREATIONAL VEHICLES, BOATS, AND NON-USED VEHICLES: ALL BOATS, TRUCKS, NON-MOTORIZED RECREATIONAL VEHICLES AND NON-USED OR NON-OPERATIONAL VEHICLES SHALL BE KEPT IN EITHER THE DWELLING, GARAGE, BASEMENT, OR UTILITY BUILDING.
- (11) BUSINESSES: NO MERCANTILE BUILDING SHALL BE ERECTED, BUILT, OR PLACED ON THE SAID DESCRIBED REAL ESTATE, NOR ANY BUSINESS OF ANY NATURE BE CARRIED ON IN A MANUFACTURING, WHOLESALING, OR RETAILING CAPACITY NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
- (12) TEMPORARY STRUCTURES: NO STRUCTURE OF A TEMPORARY CHARACTER

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HOME, BASEMENT, TENT, SHED, GARAGE, BARN OR OTHER OUTBUILDINGS SHALL NOT BE USED UPON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY. ALL DWELLINGS MUST BE FULLY COMPLETED UPON THE EXTERIOR BEFORE BEING OCCUPIED.

- (13) GARBAGE AND REFUSE DISPOSAL: NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH. TRASH, GARBAGE OR OTHER WASTES SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS. SAID GARBAGE, TRASH OR OTHER WASTE SHALL BE DISPOSED OF WEEKLY BY A REFUSE COLLECTION SERVICE. ALL EQUIPMENT FOR THE STORAGE AND DISPOSAL OF RUBBISH SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION AND SHALL NOT BE SO USED AS TO BE AN OFFENSIVE SIGHT OR ODOR.
- (14) ANIMALS: NO ANIMALS, LIVESTOCK OR POULTRY SHALL BE RAISED, BRED OR KEPT UPON ANY LOT EXCEPT THAT DOGS, CATS, OR OTHER HOUSEHOLD PETS SHALL BE KEPT, PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR COMMERCIAL PURPOSES; EXCEPTION - LOTS 64, 87, 98, 99, 100 AND 105 WILL BE ALLOWED TO MAINTAIN HORSES FOR PRIVATE USE ONLY. SUCH HORSES WILL BE PERMITTED TO GRAZE IN PROPERLY MAINTAINED PASTURE AREAS OF FLOOD PLAIN PROPERTIES AND LIMITED TO ONE (1) HORSE PER ACRE OF GRAZING LAND. NO OTHER FARM TYPE ANIMALS WILL BE PERMITTED.
- (15) SEWAGE 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 SYSTEM SHALL BE OBTAINED FROM SAID AUTHORITY. IF, IN THE FUTURE, PUBLIC SEWAGE DISPOSAL FACILITIES ARE MADE AVAILABLE TO THE LOT OWNERS OF THIS SUBDIVISION, EACH OWNER THEREIN SHALL ATTACH TO SUCH FACILITIES WITHIN TWO (2) YEARS OF THE AVAILABILITY DATE. RIGHT OF ENFORCEMENT OF THIS COVENANT IS HEREBY GRANTED TO THE HENDRICKS COUNTY PLAN COMMISSION, ITS SUCCESSORS OR ASSIGNS.
- (16) 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 HENDRICKS COUNTY BOARD OF HEALTH. APPROVAL OF SUCH SYSTEMS SHALL BE OBTAINED FROM SAID AUTHORITY. IF, IN THE FUTURE, PUBLIC WATER SUPPLY FACILITIES ARE MADE AVAILABLE TO THE LOT OWNERS IN THIS SUBDIVISION, EACH OWNER THEREIN SHALL ATTACH TO SUCH FACILITIES WITHIN TWO (2) YEARS OF THE AVAILABILITY DATE. RIGHT OF ENFORCEMENT OF THIS COVENANT IS HEREBY GRANTED TO THE HENDRICKS COUNTY PLAN COMMISSION, ITS SUCCESSORS OR ASSIGNS.
- (17) SIGHT DISTANCE AT INTERSECTIONS: NO FENCE, WALL, HEDGE, OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO (2) 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 AND PROPERTY LINES, AND A LINE CONNECTING THEM AT POINTS 25 FEET FROM THE INTERSECTIONS OF THE STREET LINE, OR IN CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET PROPERTY LINES EXTENDED. THE SAME SIGHT LINE LIMITATIONS SHALL APPLY ON ANY LOT WITHIN 25 FEET FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PLACEMENT. NO TREES SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCE OF SUCH INTERSECTIONS UNLESS THE FOLIAGE THEREON IS MAINTAINED AT A SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SIGHT LINES.
- (18) FENCES: NO FENCE SHALL BE ERECTED ON OR ALONG ANY LOT LINE, OR ON ANY LOT, THE PURPOSE OR RESULT OF WHICH WILL BE TO OBSTRUCT REAL

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VISION, LIGHT OR AIR, AND ALL FENCES SHALL BE KEPT IN GOOD REPAIR AND ERRECTED REASONABLY SO AS TO ENCLOSE THE PROPERTY AND DECORATE THE SAME WITHOUT HINDRANCE OR OBSTRUCTION TO ANY OTHER PROPERTY. FENCE SHALL BE ERECTED BETWEEN THE FRONT PROPERTY LINES AND THE BUILDING SET-BACK LINES.

- (19) STORAGE TANKS: OIL OR GAS STORAGE TANKS SHALL BE EITHER BURIED OR LOCATED IN A HOUSE OR GARAGE AREA.
- (20) SIGNS: NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC UPON ANY LOT, EXCEPT THAT ONE SIGN OF NOT MORE THAN 5 SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A CONTRACTOR TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD. EXCEPT THAT, ANY SIGN REQUIRED BY LAW MAY BE DISPLAYED.
- (21) HUNTING OR TRAPPING: NO HUNTING OR TRAPPING SHALL BE ALLOWED ON ANY LOT OR OTHER AREA WITHIN THE BOUNDARIES OF "CAMBRIDGE PLACE".
- (22) ENFORCEMENT: IF THE PARTIES HERETO, OR ANY OF THEM, 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 LOT OR LOTS IN SAID SUBDIVISION TO PROSECUTE BY ANY PROCEEDING AT LAW OR IN EQUITY THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE SUCH COVENANT AND EITHER TO PREVENT HIM OR THEM FROM SO DOING AND TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATION. A VIOLATION OF ANY RESTRICTION HEREIN WILL NOT RESULT IN REVERSION OR FORFEITURE OF THE LAND.
- (23) TERM: 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 THAT 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 PART.
- (24) SEVERABILITY: INVALIDATION OF ANY ONE OF THESE COVENANTS, BY ANY COURT ORDER, SHALL IN NO WAYS, AFFECT ANY OF THE OTHER PROVISIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF: THE SAID PARTY AS OWNERS AND PROPRIETORS OF THE ABOVE SUBDIVISION HAS HERELINTO SET THEIR HANDS AND SEALS THIS 11 DAY OF SEP 1978.

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Merrill Butler
Larry D Furnas
Mark L Conwell
Gregory A Conwell
Paul W Sklar

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND I PERSONALLY APPEARED:

MERRILL BUTLER, LARRY D FURNAS,

MARK L. CONWELL, GREGORY A. CONWELL, AND PAUL W. SKLAR

ACKNOWLEDGED THE EXECUTION OF THE ABOVE AND FOREGOING PROTECTIVE COVENANTS AS A VOLUNTARY ACT AND DEED. WITNESS MY HAND AND SEAL THIS 11th DAY OF SEP, 1978.

John Leonard P...
Notary Public

My Commission Expires: 9/27/82

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public, in and for said County and State, personally appeared Merrill L. Butler Jr., and Paul Skinner, who acknowledged the execution of the above and foregoing Declaration of Covenants and Restrictions concerning the Lake and Dam in Cambridge Place for and on their behalf.

WITNESS my hand and Notarial Seal this 23rd day of October, 1978.

Suzanne J. ...
Notary Public



My Commission Expires:

August 25, 1981

County of Residence:

Munster

This instrument prepared by:
Larry D. Furnas
206 East Main Street
Thorntown, Indiana 46071
(317) 436-2231

ENTERED FOR RECORD

8306

BOOK 11

BOOK 127 SEP 30 1991 At 1:00 PM '91 AFFIDAVIT

HENDRICKS COUNTY RECORDER
Comes NOW Merrill Butler, Larry D. Furnas, Mark Conwell,

Gregory A. Conwell and Paul Skinner, being duly sworn upon the oaths and say the following:

1. That they are the developers and prior owners of Cambridge Place, a subdivision located in Lincoln Township, Hendricks County, Indiana, as per Plat dated August 21, 1984 and recorded August 21, 1984 in Plat Book 11, pages 16 & 17 in the office of the Recorder of Hendricks County, Indiana.
2. As developers they caused to have recorded certain restrictive covenants for Cambridge Place, which covenants were dated September 11, 1978 and recorded May 7, 1979 in Miscellaneous Record 79, page 284, in the office of the Recorder of Hendricks County, Indiana. These covenants were and are applicable to Lot #83 in Cambridge Place, Section 2, Part 1.
3. Paragraph #14 of the above described covenants provide as follows: "Animals: No animals, livestock or poultry shall be raised, bred or kept upon 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; exception - Lots 64, 65, 98, 99, 100 and 105 will be allowed to maintain horses for private use only. Such horses will be permitted to graze in properly maintained fenced areas of flood plain properties and limited to one (1) horse per acre of grazing land. No other farm type animals will be permitted."
4. At the time of recording of said restrictive covenants the existing plat map showed Lot #105 containing more or less seven (7) acres. The above described plat was not recorded, but was amended. The plat map of Cambridge Place, Section 2, Part 1 which was recorded in 1984 changed the lot numbers. Lot #105 was changed to Lot #83.
5. The Affiants, in error, failed to change the restrictive covenants which had been recorded earlier to comply with the amended plat in order to permit the maintenance of horses on the seven (7) acre Lot #83. The present Lot #83 which was formerly Lot #105 contains more or less seven (7) acres and is, and was, platted as

that horses could be maintained on the lot.

6. But for the failure of the Affiants to amend the Restrictive Covenants, said covenants would have permitted the maintenance of horses on Lot #83.

7. The Affiants make this Affidavit and make it a matter of record in the office of the Recorder of Hendricks County, Indiana in order to amend the above described Restrictive Covenants to provide that the maintenance of horses may be permitted on Lot #83 with and subject to all restrictions and covenants as set forth therein.

FURTHER AFFIANT SAYETH NOT.

Merrill Butler
MERRILL BUTLER

Larry D. Furnas
LARRY D. FURNAS

Mark J. Conwell
MARK CONWELL

Gregory A. Conwell
GREGORY A. CONWELL

Paul W. Skinner
PAUL SKINNER

STATE OF INDIANA)
HENDRICKS COUNTY) SS:

Before me, a Notary Public in and for said County and State, personally appeared Merrill Butler, Larry D. Furnas, Mark Conwell, Gregory A. Conwell, Paul Skinner, who acknowledged the execution of the foregoing Affidavit, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 21st day of August, 1991.

My commission expires: 2-11-95 Sharon E. Stegemoller
-NOTARY PUBLIC

Resident of Hendrick County.

This instrument was prepared by: Sharon E. Stegemoller, Attorney-at-Law, P.O. Box 207, Danville, IN 46122, (317) 745-4300.