

592  
AMENDEDENTERED FOR RECORD  
EX-1132 P.M.  
27 JUL 27 1971  
367

CARDINAL ESTATES

DECLARATION OF COVENANTS

HENDRICKS COUNTY

THE UNDERSIGNED, Ivan S. Henry and Ethel F. Henry, husband and wife, as owners and proprietors of Cardinal Estates in Hendricks County, Indiana, do hereby and by this indenture, restrict and covenant the lots in said subdivision to themselves and their grantees, assigns, successors, heirs, or legal representatives, and to any person, persons, corporations, banks, associations and/or anyone who may obtain title to said lots, as to the following terms, stipulations, conditions, and covenants, to-wit:

1. **LOT USE:** No portion of the said real estate shall be used except for single family residential dwelling purposes, nor shall any lot be further subdivided.
2. **DWELLING LOCATION:** No building shall be located on any lot nearer to the front property line than the minimum setback line shown on the plat, nor nearer than ten (10) feet to a side property line.
3. **DWELLING SIZE:** The ground floor area of the main structure, exclusive of one story porches, and garages shall NOT be less than 1260 square feet in the case of a one story structure, nor less than 800 square feet in the case of a multiple story structure and no less than 1300 square feet of finished floor area in such multiple story structures.
4. **DWELLING MATERIALS:** All dwellings must be constructed with 50 percent of the exterior walls covered with stone or brick veneers. No imitations of stone or brick may be used.
5. **UTILITY BUILDINGS:** One utility building, a maximum of 10 feet by 12 feet in size will be permitted per lot. Any such building shall be located no nearer than 100 feet of the front property line.
6. **TEMPORARY RESIDENCE:** No temporary structures, mobile home, tent, basement, shack, garage or other outbuilding shall be used on any lot as a residence at any time, either temporarily or permanently.
7. **ANIMALS:** No livestock of any kind except household pets shall be kept on any portion of the above described real estate.
8. **OFFENSIVE ACTIVITIES:** No noxious, unlawful or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
9. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used as a dumping ground for rubbish, trash, garbage or other waste. All waste shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
10. **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. The absorption field shall not be less than four hundred (400) square feet per bedroom.
11. **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.
12. **STREETS:** A thirty (30) foot strip of ground from the front of all lots facing County Road 250 E to the center line of said road is hereby dedicated to the public.
13. **UTILITY EASEMENTS:** The strips of ground fifteen (15) feet in width as shown on the plat and marked utility easement are hereby reserved for the use of public utilities not including transportation companies, for the installation and maintenance of poles, mains, lines, and wires. No permanent building or other structures are to be erected or maintained on utility easements.
14. **LANDSCAPING:** All lots in this subdivision shall be improved with three (3) deciduous type shade trees within one year of the erection of a permanent structure. All lots, whether improved or not, shall be mowed by the owner of the lot or their designated representative a minimum of once per month.

- 15. SIGNS: No sign of any kind shall be displayed to the public view, on any lot, except one sign of not more than 5 square feet, advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period.
- 16. 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 twenty-five (25) years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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.
- 17. ENFORCEMENT: If the parties hereto, or any of them, their heirs, or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any lots in said subdivision to prosecute by any proceeding 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 doing so or to recover damages or other dues for such violation. A violation of any restriction herein will not result in reversion or forfeiture of title.
- 18. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no way 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 subdivision has herunto set their hands and seal this the 3 day of June 1971.


Ivan S. Henry      Ethel F. Henry

STATE OF INDIANA }  
                          } SS  
COUNTY OF HENRICKS }

Before Me, The Undersigned, A Notary Public within and for said County and State, personally appeared Ivan S. Henry and Ethel F. Henry, husband and wife as owners and proprietors of the above described subdivision acknowledged the execution of the above and foregoing Protective Covenants as their Voluntary Act and Deed.

Witness My Hand and Notarial Seal, this 3 day of June 1971. My Commission Expires April 17, 1975

Paul F. [Signature]  
Notary Public



Refer to Miscellaneous Record Book 59, pages 241 and 242 for original Declaration of Covenants.

PHONE 639 2412 OR 639 3808

RICHARD A. LEWIS  
REGISTERED ENGINEER AND LAND SURVEYOR

324 SOUTH MOORE STREET  
PLAINFIELD, INDIANA 46160

DATE

SCALE

DRAWN BY

ENTERED FOR RECORD  
Sept. 10 19 73 AT 12:23M  
Mary Maguire  
RECORDER HENDRICKS COUNTY

7863  
"CARDINAL ESTATES"

591

SECTION TWO

7 SEPT 10 12 23  
591-

DECLARATION OF COVENANTS

THE UNDERSIGNED, IVAN S. HENRY AND ETHEL F. HENRY, HUSBAND AND WIFE, AS OWNERS AND PROPRIETORS OF "CARDINAL ESTATES, SECTION TWO", IN HENDRICKS COUNTY, INDIANA, DO HEREBY AND BY THIS INDENTURE, RESTRICT AND COVENANT THE LOTS IN SAID SUBDIVISION TO THEMSELVES AND THEIR GRANTEES, ASSIGNS, SUCCESSORS, HEIRS, OR LEGAL REPRESENTATIVE, AND TO ANY PERSON, PERSONS, CORPORATIONS, BANKS, ASSOCIATIONS AND/OR ANYONE WHO MAY OBTAIN TITLE TO SAID LOTS, AS TO THE FOLLOWING TERMS, STIPULATIONS, CONDITIONS, AND COVENANTS, TO-WIT:

1. LOT USE: NO PORTION OF THE SAID REAL ESTATE SHALL BE USED EXCEPT FOR SINGLE FAMILY RESIDENTIAL DWELLING PURPOSES, NOR SHALL ANY LOT BE FURTHER SUBDIVIDED.
2. DWELLING LOCATION: NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT PROPERTY LINE THAN THE MINIMUM SETBACK LINE SHOWN ON THE PLAT, NOR NEARER THAN TEN (10) FEET TO A SIDE PROPERTY LINE.
3. DWELLING SIZE: THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE STORY PORCHES, AND GARAGES SHALL NOT BE LESS THAN 1350 SQUARE FEET IN THE CASE OF A ONE STORY STRUCTURE, NOR LESS THAN 1000 SQUARE FEET IN THE CASE OF A MULTIPLE STORY STRUCTURE AND NO LESS THAN 1800 SQUARE FEET OF FINISHED FLOOR AREA IN SUCH MULTIPLE STORY STRUCTURES. ALL BUILDINGS MUST BE COMPLETED WITHIN ONE YEAR.
4. DWELLING MATERIALS: ALL DWELLINGS MUST BE CONSTRUCTED WITH 50 PER CENT OF THE EXTERIOR WALLS COVERED WITH STONE OR BRICK VENEERS UNLESS APPROVED BY THE DEVELOPER OR A PERSON DESIGNATED BY HIM. ANY HOUSE CONSTRUCTED IN THIS SUBDIVISION MUST HAVE AN ATTACHED GARAGE OF NOT LESS THAN 500 SQUARE FEET.
5. UTILITY BUILDINGS: ONE UTILITY BUILDING, A MAXIMUM OF 10 FEET BY 12 FEET IN SIZE WILL BE PERMITTED PER LOT. ANY SUCH BUILDING SHALL BE LOCATED NO NEARER THAN 100 FEET OF THE FRONT PROPERTY LINE.
6. TEMPORARY RESIDENCE: NO TEMPORARY STRUCTURE, MOBILE HOME, TENT, BASEMENT, SHACK, GARAGE OR OTHER OUTBUILDING SHALL BE PLACED ON ANY LOT AS A RESIDENCE AT ANY TIME, EITHER TEMPORARILY OR PERMANENTLY.
7. ANIMALS: NO LIVESTOCK OF ANY KIND EXCEPT HOUSEHOLD PETS SHALL BE KEPT ON ANY PORTION OF THE ABOVE DESCRIBED REAL ESTATE.
8. OFFENSIVE ACTIVITIES: NO NOXIOUS, UNLAWFUL OR OTHERWISE OFFENSIVE ACTIVITY SHALL BE CARRIED OUT ON ANY LOT IN THIS SUBDIVISION, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
9. GARBAGE AND REFUSE DISPOSAL: NO LOT SHALL BE USED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE. ALL WASTE SHALL BE KEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR OTHER EQUIPMENT FOR STORAGE OR DISPOSAL OF SUCH MATERIALS SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.
10. 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. THE ABSORPTION FIELD SHALL NOT BE LESS THAN FOUR HUNDRED (400) SQUARE FEET PER BEDROOM.
11. 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.
12. STREETS: A THIRTY (30) FOOT STRIP OF GROUND FROM THE FRONT OF ALL LOTS FACING COUNTY ROAD 250E TO THE CENTERLINE OF SAID ROAD IS HEREBY DEDICATED TO THE PUBLIC.
13. UTILITY EASEMENTS: THE STRIPS OF GROUND FIFTEEN (15) FEET IN WIDTH AS SHOWN ON THE PLAT AND MARKED UTILITY EASEMENT ARE HEREBY RESERVED FOR THE USE OF PUBLIC UTILITIES NOT INCLUDING TRANSPORTATION COMPANIES, FOR THE INSTALLATION AND MAINTENANCE OF POLES, MAINS, LINES, AND WIRES. NO PERMANENT BUILDING OR OTHER STRUCTURES ARE TO BE ERECTED OR MAINTAINED ON UTILITY EASEMENTS.

592

- 14. LANDSCAPING: ALL LOTS IN THIS SUBDIVISION SHALL BE IMPROVED WITH THREE (3) DECIDUOUS TYPE SHADE TREES WITHIN ONE YEAR OF THE ERECTION OF A PERMANENT STRUCTURE. ALL LOTS, WHETHER 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.
- 15. SIGNS: NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW, ON ANY LOT, EXCEPT ONE SIGN OF NOT MORE THAN 5 SQUARE FEET, ADVERTISING THE PROPERTY FOR SALE OR FOR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.
- 16. 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 TWENTY-FIVE (25) YEARS FROM THE DATE THAT THESE COVENANTS ARE RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (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.
- 17. 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 LOTS IN SAID SUBDIVISION TO PROSECUTE BY ANY PROCEEDING 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 DOING SO OR TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATION. A VIOLATION OF ANY RESTRICTION HEREIN WILL NOT RESULT IN REVERSION OR FORFEITURE OF TITLE.
- 18. SEVERABILITY: INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY 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 SUBDIVISION HAS HEREUNTO SET THEIR HANDS AND SEAL THIS, THE 10th DAY OF September, 1973.

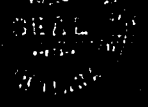
Ivan S. Henry  
 IVAN S. HENRY

Ethel F. Henry  
 ETHEL F. HENRY

STATE OF INDIANA )  
 ) SS  
 COUNTY OF HENDRICKS)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED IVAN S. HENRY AND ETHEL F. HENRY, HUSBAND AND WIFE AS OWNERS AND PROPRIETORS OF THE ABOVE DESCRIBED SUBDIVISION ACKNOWLEDGED THE EXECUTION OF THE ABOVE AND FOREGOING PROTECTIVE COVENANTS AS THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL, THIS 10th DAY OF September, 1973. MY COMMISSION EXPIRES January 27, 1975



Weldon E. Ayers  
 NOTARY PUBLIC Weldon E. Ayers