

AGREEMENT AMENDING RESTRICTIVE COVENANTS

THIS AGREEMENT, made and entered into in the City of Indianapolis, State of Indianapolis, State of Indiana, on this 30th day of April, 1960, by and between MERCHANTS NATIONAL BANK & TRUST COMPANY OF INDIANAPOLIS, (hereinafter referred to as "First Party"), STATE HAMILTON CORP., (hereinafter referred to as "Second Party"), and THERON R. HALE and SHIRLEY N. HALE, husband and wife, (hereinafter referred to as Third Parties).

WITNESSETH:

WHEREAS, First Parties are the owners in fee simple of the following described real estate and Second Parties have an option for the development and purchase of such real estate, which real estate is located in Hamilton County, Indiana, and is particularly described as follows:

A part of the Southeast Quarter of Section 9, Township 17 North, Range 3 East, Hamilton County, Indiana, more particularly described as follows, to-wit:

Beginning at the Southeast corner of the Southeast Quarter of said Section 9, running thence West on and along the South line thereof a distance of 2678.47 feet to the Southwest corner of the Southeast Quarter of said Section 9; running thence North on and along the West line of the Southeast Quarter of said Section 9 a distance of 2669.60 feet to the Northwest corner of the Southeast Quarter of said Section 9, said point also being the Southwest corner of the South half of the Northeast Quarter of said Section 9; thence in a northward direction a distance of 1340.40 feet to the Northwest corner of the South half of the said Northeast Quarter of Section 9; running thence East on and along the North line of the South half of the said Northeast Quarter a distance of 2658.80 feet to the Northeast corner of the South half of the said Northeast quarter Section; running thence South on and along the East line of the South half of the said Northeast Quarter Section a distance of 1082.40 feet to a point thence West and parallel to the South line of the said Northeast Quarter South a distance of 1638.0 feet to a point; thence South and parallel to the East line of the Northeast Quarter and the Southeast Quarter of the aforesaid Section 9 a distance of 472.0 feet to a point; thence East and parallel to the North line of the Southeast Quarter of said Section 9 a distance of 1638.0 feet to a point on the East line of the said Southeast Quarter Section; thence South on and along the East line of the said Southeast Quarter Section a distance of 2440.68 feet to the point or place of beginning. Containing in all 227.45 acres, more or less.

WHEREAS, Third Parties are the owners in fee simple of the following described real estate in Hamilton County, State of Indiana, to-wit:

A part of the Northeast Quarter and a part of the Southeast Quarter of Section 9, Township 17, North, Range 3 East, Hamilton County, Indiana, more particularly described as follows, to-wit:

Beginning at the Southeast corner of the Northeast Quarter of the aforesaid Section 9; running thence North on and along the East line thereof a distance of 243.18 feet to a point; thence West and parallel to the South line of the Northeast Quarter of said Section 9, a distance of 1638.0 feet to a point; thence South and parallel to the East line of the Northeast Quarter and the Southeast Quarter of the aforesaid Section 9 a distance of 472.0 feet to a point; running thence East and parallel to the North line of the Southeast Quarter and also the South line of the Northeast Quarter a distance of 1638.0 feet to a point in the East line of the Southeast Quarter of the aforesaid Section 9; running thence North on and along the East line of the Southeast Quarter of said Section 9 a distance of 228.82 feet to the point or place of beginning.  
Containing in all 17.74 acres, more or less.

WHEREAS, on or about the 23rd day of February, 1959, the predecessors in title of First Party and the Third Parties entered into a certain agreement entitled "Agreement Establishing Restrictive Covenants", and,

WHEREAS, the parties hereto are desirous of amending said Agreement Establishing Restrictive Covenants to establish a new minimum size parcel of real estate which may be conveyed out of the above described real estate.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings herein contained, it is agreed by and between the Parties as follows:

1. That the restrictive covenants contained in a certain "Agreement Establishing Restrictive Covenants" dated the 23rd day of February, 1959, by and between Guernsey Van Riper, Jr., and Ruth Lilly Van Riper, husband and wife, and Theron R. Hale and Shirley N. Hale, husband and wife, are hereby amended to conform with the following restrictive covenants, which shall henceforth supersede and replace all of the restrictive covenants in said agreement of February 23, 1959.
2. No tract, part, or parcel of the above described real estate shall be sold, transferred, conveyed or subdivided by gift, inheritance, deed, contract or otherwise which tract, part or parcel shall be less than one full acre in area.

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Noblesville, Indiana

3. Only one single family residence dwelling and its appurtenant out-buildings shall be allowed on any one acre of real estate subsequently conveyed, devised, bequeathed or located on the above described real estate.

4. No building shall be erected on the above described real estate to a height greater than thirty-five (35') feet measured from the grade to a line of the eaves of such building.

5. All tracts and parcels shall have a building set-back line of not less than seventy-five (75') from the street or highway right-of-way line upon which such dwelling fronts. No building or portion of a building other than an unenclosed porch or ornamental fence or wall not exceeding three and one-half (3 1/2') feet in height may be erected between such building set-back line as herein established and the street or highway right-of-way line.

6. Every lot or tract in the above described real estate shall have a lot frontage of not less than one hundred (100') feet measured at the set-back line, a rear yard of not less than forty (40') feet in depth and a side yard on each side of the dwelling house not less than twenty (20) feet.

7. The restrictive covenants hereinabove set forth in subparagraphs 2, 3, 4, 5 and 6 hereof are deemed by the parties to be and shall be construed as covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, transferees, devisees, grantees, successors-in-interest and assigns.

8. That in the event of any violation or attempted violation of any of the covenants herein contained by any of the parties hereto, or by their heirs, executors, transferees, devisees, grantees, successors-in-interest or assigns, any other party, or any other party's heirs, executors, transferees, devisees, grantees, successors-in-interest or assigns, shall have the right to obtain a perpetual injunction against such violation or attempted violation of said restrictive covenants.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year first above written.

MERCHANTS NATIONAL BANK & TRUST COMPANY OF INDIANAPOLIS

by Fred P. Backer, Vice President

ATTEST:

Neil C. Estabrook, Assistant Cashier

STATE HAMILTON CORP.

by David Augustus

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ATTEST:

G. S. Waddell

Theron R. Hale  
Shirley N. Hale

STATE OF INDIANA )  
                  ) SS:  
COUNTY OF MARION )

On this 30th day of April, 1960, before the undersigned Notary Public in and for said county and state, personally appeared Fred P. Backer and Neil C. Estabrook, personally known by me to be Vice President and Assistant Cashier, respectively, of Merchants National Bank & Trust Company of Indianapolis, and acknowledged the execution of the foregoing Agreement Amending Restrictive Covenants.

WITNESS my hand and Notarial Seal.

Mary D. Campbell  
Notary Public

My Commission Expires:  
Nov. 11, 1962

STATE OF INDIANA )  
                  ) SS:  
COUNTY OF MARION )

On this 30th day of April, 1960, before the undersigned Notary Public in and for said county and state, personally appeared David Augustus and G. S. Waddell, personally known by me to be the President and Secretary respectively of State-Hamilton Corp., and acknowledged the execution of the foregoing Agreement Amending Restrictive Covenants for and on behalf of said corporation.

WITNESS my hand and Notarial Seal.

William H. Traylor  
Notary Public

My Commission Expires:  
August 31, 1963

STATE OF INDIANA )  
                  ) SS:  
COUNTY OF MARION )

On this 30th day of April, 1960, before the undersigned Notary Public in and for said County and state, personally appeared Theron F. Hale and Shirley N. Hale, husband and wife, and acknowledged the execution of the foregoing Agreement Amending Restrictive Covenants to be their voluntary act and deed.

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WITNESS my hand and Notarial Seal.

Romona L. Weirster  
Notary Public

My Commission Expires  
November 26, 1960

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