

2258 May 20, 1968
Amendment to Restriction Covenant
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Mary Margaret Parley

COVENANTS

We, the undersigned _____ as sole owners and proprietors of the above described real estate lying in Hendricks County, Indiana, do hereby state that said tract is to be subdivided into (4) lots numbered 1 to 4 inclusive, and that the subdivision will be known as **FOUR ACRES SUBDIVISION**, and hereby and by this instrument restrict the above described real estate as to the whole or any part thereof, to any of their grantees, assigns, successors, heirs or legal representatives and to any person or persons, corporations, banks, associations and/or anyone who may obtain title to any portion of the above described real estate as to the following terms, stipulations, conditions, restrictions and covenants, to-wit:

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes, nor shall any lot be further subdivided. No buildings shall be erected, except as provided in Paragraph 2, altered, placed, or permitted to remain on any lot other than one detached, single family dwelling not to exceed two stories in height and a private garage for not more than three cars.

2. **MINIMUM LOT AREA.** No ground in any portion of the home, exclusive of one story open porches and garages, shall not be less than 100 square feet for a structure of more than one story. The front elevation of all houses shall consist of a minimum of 50% of the area in Indiana limestone or brick.

3. **UTILITY UTILIZATION.** Utility lines shall be installed on each lot. Utility buildings are to be constructed in such manner as to meet the standards of construction required in the construction of the home except that they may be constructed of wood construction if so desired by the land owner.

4. **SEWERAGE.** Assessment for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear, fifteen (15) feet for each lot.

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

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

7. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, ponies or other household pets may be kept, provided that they are not kept, or bred or maintained for any commercial purpose and do not create or constitute a nuisance.

8. **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. All incinerators or other equipment for the disposal or storage of such materials shall be kept in a clean and sanitary condition and shall not be so used as to create an offensive sight or odor.

9. **FENCES.** Ornamental fences or continuous shrub plantings, which would in any way serve the purpose of a fence shall be permitted between the front lot line and the minimum set-back line only if the maximum height is thirty-six inches.

10. **SIGNS.** No sign of any kind shall be displayed to the public view, on any lot, except one sign of not more than five 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.

11. **TERMS.** 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 which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then sole owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, said parties, as owners and proprietors, have hereunto set their hands and seals this 17th day of February, 1968.

SIGNED: _____

WITNESSED: _____

Subscribed and sworn to before me, a Notary Public in and for said County and state this 17th day of February, 1968.

MY COMMISSION EXPIRES: July 1971

J. Robert Leach Notary Public
J. Robert Leach

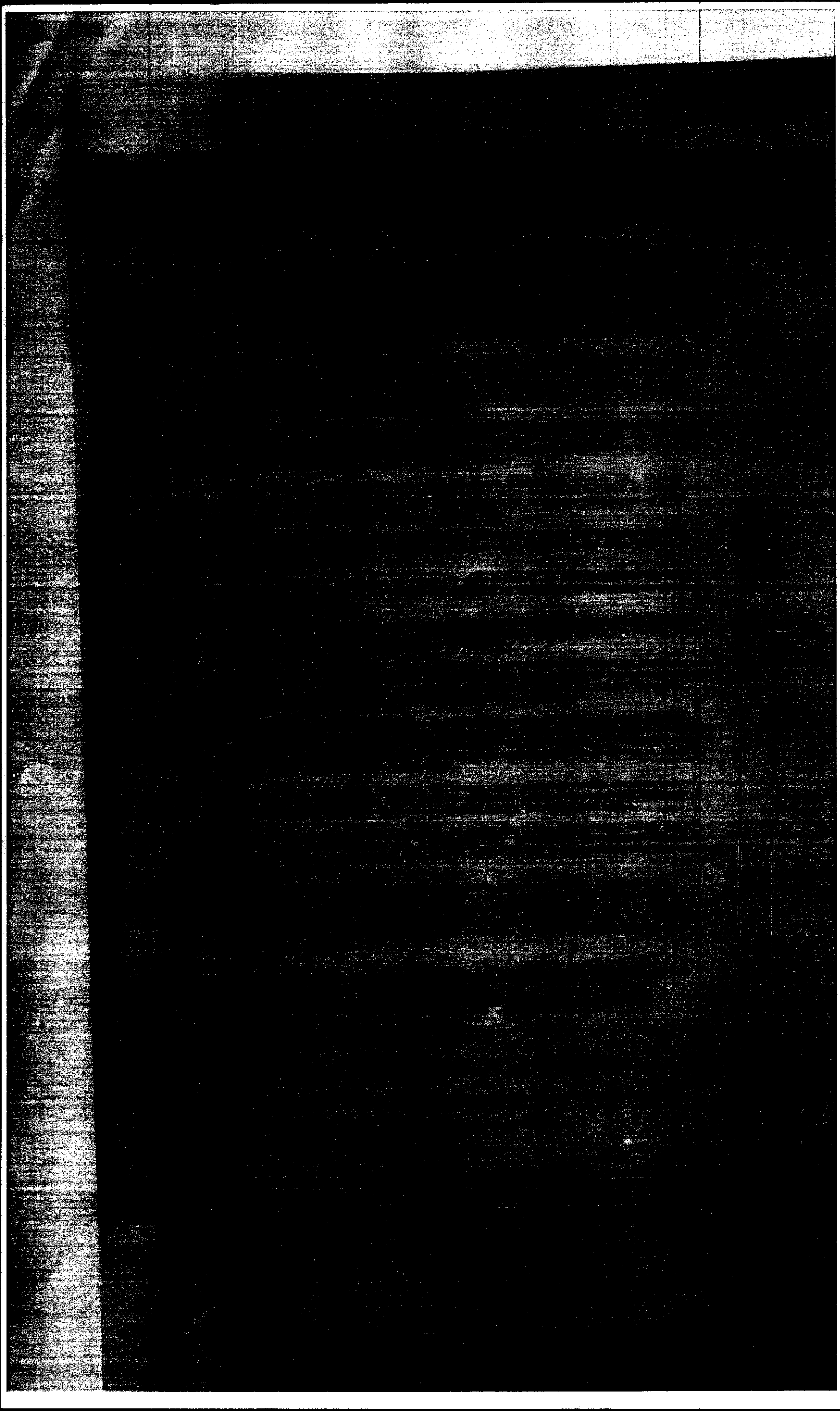
I certify that the above dimensions on the above mentioned plat are accurate and correct. This subdivision consists of four (4) lots numbered 1 to 4 inclusive.

Given under my hand and seal this 7th day of February, 1968.

Robert W. ...
Robert W. ...
Joseph S. Armstrong, Not. Expires 10, 1970
P. O. Box 43, Nashville, Indiana 47512

Under the authority provided by Chapter 17A, Acts of 1967 enacted by the General Assembly of the State of Indiana and Ordinance adopted by the Board of County Commissioners of the County of Hendricks, Indiana, this plat was filed pursuant to the County of Hendricks as follows:





ENTERED FOR RECORD

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5258

Mary Margaret Burton
RECORDER HENDRICKS COUNTY

AMENDMENT TO RESTRICTIVE COVENANTS

The undersigned, Guy I. Burton and Margaret L. Burton, having first been duly sworn upon their oath state that they are the sole owners of Lots Numbered 1, 2, 3 and 4 in Erin Acres Subdivision, the plat of which is being recorded this date.

The undersigned further state that the plat of said subdivision contains certain restrictive covenants which they wish to change, and Item 2

Therefore, by this indenture, Item 1 of the covenants on said plat is hereby amended to read as follows:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes, nor shall any lot be further subdivided. No building shall be erected thereon, except as provided in Paragraph #3, altered, placed or permitted to remain on any lot other than one detached, single family dwelling, not to exceed three stories in height and a private garage for not more than three cars.

2. DWELLING QUALITY AND SIZE. The ground floor area of the house, exclusive of one story open porches and garages, shall not be less than 1200 square feet for a structure of more than one story. The exterior of the house shall be either Indiana limestone or brick, or else the construction shall be approved by the undersigned.

All the rest of the covenants contained therein shall remain the same.

Witness our hand and seal this 20th day of May, 1968.

Guy I. Burton
Guy I. Burton

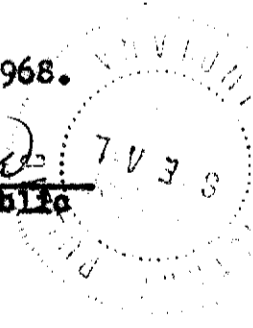
Margaret L. Burton
Margaret L. Burton

STATE OF INDIANA
SS:
HENDRICKS COUNTY

Before me, the undersigned, a Notary Public in and for said County and State personally appeared Guy I. Burton and Margaret L. Burton who acknowledged the execution of the foregoing amendment to restrictive covenants to be their own free and voluntary act.

Witness my hand and notarial seal this 20th day of May, 1968.

Norman S. Comer
Norman S. Comer - Notary Public



My commission expires:
January 17, 1971

This instrument was prepared by
Guy I. Burton.