

GORDON HEIGHTS

FIRST SECTION

A PART OF THE N.E. QUARTER
OF SECTION 14, TOWNSHIP 16 N

We, the undersigned, F. E. MIDDLETON CO., INC., registered professional engineers and land surveyors of the State of Indiana, hereby certify that the within plat of Gordon Heights is true and correct and represents a subdivision of part of the northwest quarter of Section 14, Township 16 North, Range 1 East in Hendricks County, Indiana, more particularly described as follows:

Beginning at the northwest corner of the east half of the northwest quarter of said Section 14, run thence south along and with the west line of aforesaid half quarter section 660.00 feet; thence eastwardly parallel to the north line of aforesaid half quarter section 315.00 feet; thence northwardly parallel to the west line of aforesaid half quarter section 288.00 feet; thence northeastwardly deflecting right 31°19' a distance of 79.03 feet; thence eastwardly parallel to the north line of aforesaid half quarter section 60.00 feet; thence northwardly at right angles to the north line of said half quarter section 139.00 feet; thence northwardly deflecting left 4°38' a distance of 60.10 feet; thence northwardly deflecting right 5°20' a distance of 140.00 feet to a point on the north line of aforesaid half quarter section; thence westwardly along and with said north line 388.00 feet to the place of beginning, containing 5.37 acres, more or less.

This subdivision consists of eighteen (18) lots numbered from 11 to 28 inclusive. The size of the lots, the widths of the streets and easements are shown in figures denoting feet and decimal parts thereof.

IN WITNESS WHEREOF we have hereunto affixed our seal this 1st day of February, 1963.

F. E. MIDDLETON CO., INC., ENGINEERS

BY: P. W. Moore, Reg. #2375
P. W. Moore, President

The undersigned, Jay G. Williams and Lois E. Williams, husband and wife, and Laurence B. Williams and Doris M. Williams, husband and wife, the owners and proprietors of the real estate shown and described herein, do hereby certify that they have laid off, platted and subdivided, and do hereby lay off, plat and subdivide said real estate in accordance with the within plat. This subdivision shall be known and designated as "Gordon Heights, First Section," an addition to the Town of Brownsburg, Hendricks County, Indiana. All streets, easements and public ways shown and not heretofore dedicated, are hereby dedicated to the public.

That they do hereby establish and declare the following protective and restrictive covenants covering the subdividing of the said real estate.

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 screen planting over 36 inches high and no fence permitted between building setback line and front lot line.
3. The ground floor area of the main structure exclusive of open porches and detached garages shall be not less than 1,000 square feet for a one-story structure, nor less than 800 square feet in the case of a two-level or two and one-half or two-story structure without an attached garage. Two hundred and forty (240) square feet of the floor area of an attached garage may be counted as a part of the ground floor area. A garage separated from the main structure by an open breezeway shall not be considered an attached garage.
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 8 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to any side property line, except that a side yard shall be required for a garage or other permitted accessory building located 8 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.

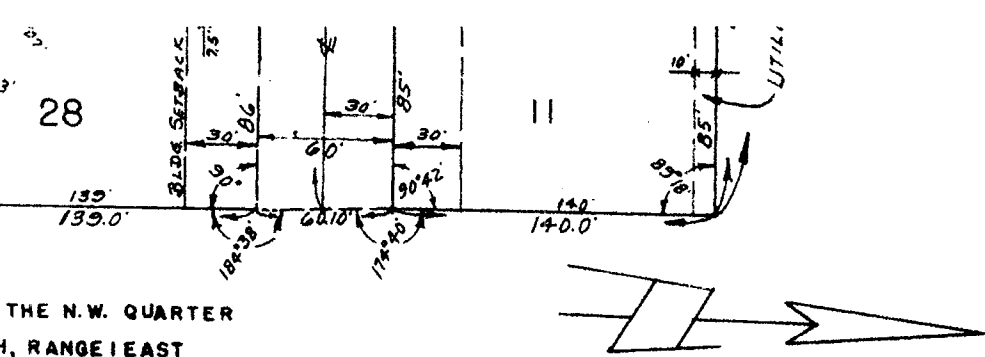
Under the authority provided by Chapter 17A, Article 10-47, enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto, and in accordance with the Board of Trustees of the Town of Brownsburg, Indiana, this plat was given approval of the Board of Brownsburg as follows:

Approved by Town Plan Commission of Brownsburg, Indiana, this 1st day of February, 1963.

For Certificate of Change of Name
T. W. Moore, Inc. & Associates
Box 1111, 116 page 366-7
Doris M. Williams
P. W. Moore

Charles P. Hester
President

For Certificate of Change of Name
Robert W. Moore, Inc. & Associates
Box 1111, 116 page 366-7
Doris M. Williams
P. W. Moore



THE N.W. QUARTER
1/4, RANGE 1 EAST

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
6. 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.
7. No animals, livestock, or poultry of any kind shall be raised, bred or kept on 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 purpose.
8. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the building setback line.
9. The dwellings erected on the following numbered lots, 11 through 16; 27 and 28, shall have a masonry front which may be of brick or stone or combination thereof, or a combination of masonry and new wood or other suitable siding.
10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
11. 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.
12. 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 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 sufficient height to prevent obstruction of such sight lines.
13. 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.

14. Enforcement shall be by proceedings 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 reversal of title.

15. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other covenants which shall remain in full force and effect.

16. The undersigned, the said parties as owners and proprietors of the above described addition to the town of Brownsville, Indiana, have hereunto set their hand and seal this 11th day of February 1967.

Jay Williams
Jay Williams

Laurence B. Williams
Laurence B. Williams

Lois E. Williams
Lois E. Williams

Joan M. Williams
Joan M. Williams

Witness my hand and seal this 11th day of February 1967.

I, Robert Edward Berry, County Clerk of Brownsville, Indiana, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the office of the County Clerk of said county.

Robert Edward Berry
ROBERT EDWARD BERRY, County Clerk

Witness my hand and seal this 16th day of January 1967.

mar 1. 80
2nd 63

ENTERED FOR RECORD

Mar 2 1967

Paul G. Miller
Recorder

1108

For Amendment to Building Line Restrictions
see main plat. 46 page 122

see to "Mapple Brook Hardware See P 2"

For Consent to Violation and Waiver
of 1917 St Code Line on main plat 76 page 217-8