

ENTERED FOR RECORD

BOOK 52 SEP 13 1971

N 115 P. 1  
Page 509-10

1835

## CERTIFICATE OF DEDICATION AND RESTRICTIONS

## NORTHERN ACRES-SECTION 11

Mary Margaret Osburn  
SHELBY COUNTY

We certify that all streets depicted on said plat, exclusive of those already dedicated are hereby dedicated to the public for its use as such.

Owners of the within described lots shall take their title subject to the rights of the owners of the other lots in this subdivision.

We, as sole owner's and proprietors of the within described lots in said subdivision hereby and by this indenture, restrict said lots in said subdivision to any of our grantees, assigns, successors, heirs or legal representatives, and to any person, persons, corporation, banks, associations and/or anyone who may obtain title to said lots, as to the following terms, stipulations and covenants, to-wit:

- (1) There are strips of ground as shown on the plat which are reserved for Public Utility Companies, not including transportation companies for installation of poles, lines, ducts, gas, or water mains or laterals and sewers, subject to all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips, but owners shall take their title subject to the rights of the public utilities and subject to the rights of the owners of the other lots in this subdivision.
- (2) Building Location: No building shall be located on any lot nearer to the front property line than the minimum set back line shown on the plat of said subdivision, not within 10 feet of the side property line, except that accessory building located 125 feet back from the front property line may be placed within 8 feet of the side property line, all being in the event same does not violate any easements shown on said plat.
- (3) No single family residential dwelling or private dwelling shall be built, erected or placed on said lots, except those having at least 1200 square feet on first floor level, excluding garages, and porches or at least 900 square feet on first floor level of houses of more than one story. No double units shall be constructed or built on said lots with less than 1880 square feet area.
- (4) No unusual types of materials may be used for building purposes without the permission of all the other owners of said subdivision. Material for construction such as cinder blocks, cement concrete blocks, volcanic ash blocks, slab blocks and tile must be covered with brick or stone veneer above ground. No imitation of brick or stone may be used. Any unattached or accessory buildings must be the same exterior as the residence must be not less than 10 x 12 in size and must be placed on foundation. Frame houses may expose 8 inches of foundation above grade.
- (5) No trailer, basement, tent, shack, barn or other out buildings erected upon said real estate shall at any time be used as a residence temporarily or permanently.
- (6) No livestock of any kind, except household pets, shall be kept on any portion of the above described real estate.
- (7) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, but 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.
- (8) All lots shall be equipped with septic tanks, dry wells, and/or grease traps with finger system for septic tanks, attached to kitchen and bathrooms, in accordance with the requirements of the Indiana State Board of Health, at the time of installation. No outside toilet shall be placed upon any portion of the above described real estate.
- (9) Storage tanks for petroleum products and containers for gas must be placed within buildings or buried under the ground, except bottle gas containers.

(10) If the parties hereto, or any of them, or 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 of lots in said subdivision to prosecute by proceedings at law or equity against the person or persons violating or attempting to violate such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation. A violation of any restriction herein will not result in reversions or forfeiture of title.

(11) These covenants are to run with the land and shall be binding on all parties to conveyances of said lot or lots and all parties claiming under them for a minimum of 20 years, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by vote of majority of the then owners of lots it is agreed to change the covenants in whole or in part.

(12) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.



Edward M. Burns  
Wilma F. Burns

*Edward M. Burns*  
*Wilma F. Burns*

Restrictive Covenants  
Dated September 13, 1971  
Recorded September 13, 1971  
Miscellaneous Record 59, pages \_\_\_\_\_

State of Indiana,  
Hendricks County, SS:

Personally appeared before me the undersigned, a Notary Public in and for said County and State, Edward M. Burns and Wilma F. Burns, who acknowledged the execution of the annexed Certificate of Dedication and Restrictions to be their voluntary act and deed, and who having been duly sworn, swears that the statements therein contained are true.

Witness my hand and Notarial Seal, this 13th day of September, 1971.

*Norma S. Comer*  
Norma S. Comer, Notary Public

My Commission expires June 11, 1974.

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REVOCATION OF POWERS OF ATTORNEY

ENTERED FOR RECORD  
BOOK 59 SEP 15 1971  
At 8:00 A.M.  
Page \_\_\_\_\_

STATE OF INDIANA  
COUNTY OF MARION

*Mary Margaret O'Brien*  
CLERK, HENDRICKS COUNTY

Merchants National Bank & Trust Company of Indianapolis, after being duly sworn upon oath says that on or about the 18th day of August 1964, and recorded August 27, 1964 in the County of Hendricks, authorized Melvin R. Herbig to buy, to sell and to contract therefor, to sign, execute, and deliver Deeds, Contracts, Agreements, Leases, Transfers, Assignments and Endorsements for transfer of Notes, Mortgages and other instruments in writing which may be required, necessary or appropriate to the conduct of the business and duties of this Company. This resolution further states that Melvin R. Herbig is appointed Attorney in Fact for this bank for the sole purpose of releasing upon the public records, mortgages, judgements, and other record liens.

We hereby revoke said Powers of Attorney and all other Powers of Attorney, recorded or unrecorded, executed naming Melvin R. Herbig as our Attorney in Fact.



*F. Don Carl, Jr.*

F. Don Carl, Jr., Vice President & Senior Mortgage Loan Officer  
Merchants National Bank & Trust Company

Subscribed and sworn to before me a Notary Public in and for said County and State this 14th day of September, 1971.

This instrument prepared by  
Merchants National Bank & Trust  
Company of Indianapolis

*Grace M. Smith*  
Notary Public

F. Don Carl, Jr.

GRACE M. SMITH  
My Commission Expires  
February 2, 1975

