

2. LOT USE: No portion of said real estate shall be used for any purpose other than single family residential dwellings, nor shall any lot be further subdivided without the approval of the building committee mentioned in restriction number 3.
3. BUILDING COMMITTEE: The Building Committee shall be composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to
 - a. approve or disapprove any design or location, or to designate a representative with like authority.
4. ARCHITECTURAL DESIGN: No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location or such building have been approved as to the conformity, and harmony of external design with existing structures herein, and as to the building with respects to topography and finished ground elevation, by the Building Committee. If the Building Committee fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the date of submission of the same, the person or persons submitting the plans and/or specifications shall assume that the committee has disapproved the plans. Neither the committee members nor the designated representatives shall be entitled to any compensation for the services performed to this covenant.
5. DWELLING SIZE: The ground floor area of the main structure, exclusive of one story porches, and garages, shall NOT be less than 1500 square feet in the case of a one story structure, nor less than 900 square feet in the case of a multiple story structure, with no less than 1800 square feet of finished floor area in such multiple story structures.
6. BUILDING LOCATIONS: No building shall be located on any lot nearer to the front property line than the minimum setback line shown on the plat of the subdivision, nor nearer than twenty feet to any side property line. No dwelling shall be located on any interior lot nearer than 35 feet to the rear lot line.
7. DWELLING MATERIALS: All dwellings must be constructed with at least fifty per cent of the exterior walls covered with stone or brick veneer. No imitations of stone or brick may be used.
8. GARAGE ENTRY: No garage door shall face directly to street frontage, excepting those where the Building Committee feels it is not possible to use such an entrance. In no instances shall any garage be more than a three car garage.
9. BUILDING CONSTRUCTION: Any building, once approved and under construction must be completed within one (1) year from the time construction was started.
10. DRAINAGE AND UTILITY EASEMENTS: The strips of ground marked drainage utility easements are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines, and wires, subject at all times to the proper authorities and to the easements herein granted and reserved. The drainage easements may be used by the proper authorities including the Hendricks County Ditch Board or by any of the several owners of the lots in this subdivision or any other sections of this subdivision for the installation and the maintenances of either surface or subsurface drainage. To accomplish said drainage, the existing grade of said easement may be altered to any grade necessary. In no situation shall any owner block the drainage in any manner along said drainage swales.
11. LANDSCAPING: All non-wooded lots in this subdivision shall be improved with at least three 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 October. Or at any time the Building Committee deems it necessary to have the lot mowed.
12. VEHICLE REGULATIONS: No truck of more than 3/4 ton hauling capacity shall be parked on any street or anywhere in the subdivision except while making a delivery or a pick-up. No car or truck or trailer that is not in operating condition and bearing the current year's license plate shall be permitted to remain on any lot or street in this subdivision, unless it is kept within a building.
13. TEMPORARY STRUCTURE: No structure of a temporary character, basement, tent, mobile home, camper, shack, garage, barn, or any other out building shall be used or constructed on any lot at any time, whether to be used as a residence, either temporarily or permanently. All dwellings must be fully completed upon the exterior before being occupied.

16. **WATER AND SEWAGE DISPOSAL:** No lot or portion of a lot shall be used or designated as a cesspool, privy, ash, trash, garbage, or other waste shall not be kept except in sanitary containers. Appliances 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.
17. **BUSINESS USE:** No mercantile building shall be erected, built, or placed on the above described real estate, nor any business of any nature be carried on in a manufacturing, wholesale, or retail way, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
18. **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 400 square feet per bedroom.
19. **FUTURE SEWAGE DISPOSAL:** If, in the future, a public sewage disposal facility is made available to the lot owner in this subdivision each owner therein shall attach to such facility within one (1) year of the availability date. Right to enforcement of this covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.
20. **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. If, in the future, public water facilities are made available to the lot owner in this subdivision each owner there in shall attach to such facilities within one (1) year of the availability date. Right of enforcement of this covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.
21. **SIGNS:** No sign of any kind shall be displayed to the public view, on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder advertising the property during the construction and sales period.
22. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways 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 twenty-five 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 sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley placement. No trees shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.
23. **CULVERT PIPES:** No culvert pipe shall be used for ingress or egress to lots excepting those approved by the Building Committee, in which case the owners of each lot shall be responsible for the installation and maintenance of any and all culvert pipes to provide access to said lots. The size of such culverts shall, in all cases, be not less than the minimum requirements of the State or the County specifications, whichever shall apply. However, in no case shall any culvert pipe be less than twelve (12) inches.
24. **DRAINAGE PIPES:** All drainage pipes from individual lots shall exit onto dedicated roads. The purpose of this restrictive covenants is to prevent erosion on steep embankments. At no time shall any water be pumped onto the roadway, such as a pump in a crawl space.
25. **STORAGE TANKS:** Oil or gas storage tanks shall be either buried or located in a house or a garage area, such that they are completely concealed from outside view. No fuel for transportation purposes shall be allowed on any lot, either above or below the ground.
26. **FENCES:** Ornamental fences of continuous shrub planting, which would be in any way serve the purposes of a fence shall be permitted between the front lot line and minimum set-back line only if the maximum height is thirty-six (36) inches.

ENTERED FOR RECORD

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RICHWOOD ESTATES

BOOK 29 PAGE 384

Marvella Abbott
 HENDRICKS HENDRICKS COUNTY

SECTION II

DECLARATION OF COVENANTS

I, THE UNDERSIGNED, Donald E. Grubb, as owner and proprietor of "RICHWOOD ESTATES, SECTION II" in Washington Township, Hendricks County, Indiana, do hereby, and by this indenture, restrict and covenant the lots in said subdivision, to myself and my 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, conditions, restrictions, and covenants, to wit:

1. FULLY PROTECTIVE RESIDENTIAL AREA: The following covenants, in their entirety, shall apply to all of "RICHWOOD ESTATES". Said subdivision, located in Washington Township, Hendricks County.
2. LOT USE: No portion of said real estate shall be used for any purpose other than single family residential dwellings, nor shall any lot be further subdivided without the approval of the building committee mentioned in restriction number 3:
3. BUILDING COMMITTEE: The Building Committee shall be composed of the undersigned owner of the herein described real estate, or by his duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove any design or location, or to designate a representative with like authority.
4. ARCHITECTURAL DESIGN: No building shall be erected, placed or altered on any building plot in this subdivision, until the building plans, specifications, and plot plan showing the location or such building have been approved as to the conformity, and harmony of external design with existing structures herein, and as to the building with respects to topography and finished ground elevation, by the Building Committee. If the Building Committee fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the date of submission of the same, the person or persons submitting the plans and/or specifications shall assume that the committee has disapproved the plans. Neither the committee members nor the designated representatives shall be entitled to any compensation for the services performed to this covenant.
5. DWELLING SIZE: The ground floor area of the main structure, exclusive of one-story porches, and garages, shall NOT be less than 1500 square feet in the case of a one-story structure, nor less than 900 square feet in the case of a multiple-story structure, with no less than 1800 square feet of finished floor area in such multiple-story structures.

Richwood Estates Section II
 Declaration of Covenants
 Page two

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6. **BUILDING LOCATIONS:** No building shall be located on any lot nearer to the front property line than the minimum setback line shown on the plat of the subdivision. Side line requirements shall be 20% of front property line with a minimum requirement of six (6) feet to any side property line. No dwelling shall be located on any interior lot nearer than thirty-five (35) feet to the rear lot line.
7. **DWELLING MATERIALS:** All dwellings must be constructed with an exterior covering acceptable to all Hendricks County Building Codes and approved of by the Building Committee prior to start of construction. Driveways to be hard surface.
8. **GARAGES:** Each dwelling will include a 2 car garage for off-street storage of vehicles. Homes with detached garages must have specific approval from the Building Committee for construction of said detached garage.
9. **BUILDING CONSTRUCTION:** Any building, once approved and under construction, must be completed within six (6) months from the time construction was started.
10. **DRAINAGE AND UTILITY EASEMENTS:** The strips of ground marked "drainage utility easements" are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines, and wires, subject at all times to the proper authorities and to the easements herein granted and reserved.

The drainage easements may be used by the proper authorities including the Hendricks County Ditch Board or by any of the several owners of the lots in this subdivision or any other sections of this subdivision, for the installation and the maintenances of either surface or subsurface drainage. To accomplish said drainage, the existing grade of said easement may be altered to any grade necessary. In no situation shall any owner block the drainage in any manner along said drainage swales.

11. **LANDSCAPING:** All non-wooded lots in this subdivision shall be improved with at least three 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 owner's designated representative a minimum of once per month during the months of April through October, or at any other time the Building Committee deems it necessary to have the lot mowed.
12. **VEHICLE REGULATIONS:** No truck of more than 3/4 ton hauling capacity shall be parked on any street or anywhere in the subdivision except while making a delivery or a pickup. No car or truck or trailer which is not in operating condition and bearing the current year's license plate shall be permitted to remain on any lot or street in this subdivision, unless it is kept within a building.
13. **TEMPORARY STRUCTURE:** Exterior storage buildings may be erected providing it receives the approval of the Building Committee.

14. **NUISANCES:** No noxious or otherwise offensive activity shall be carried on upon any lot, or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
15. **ANIMALS:** No farm animals, livestock, fowl, nor domestic animal shall be kept on any lot nor permitted on any lot. Dogs, cats and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.
16. **GARBAGE AND REFUSE DISPOSAL:** No lot or portion of a 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 used so as to create an offensive sight or odor.
17. **BUSINESS USE:** No mercantile building shall be erected, built, or placed on the above described real estate, nor any business of any nature be carried on in a manufacturing, wholesale, or retail way, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
18. **SEWAGE DISPOSAL:** A public sewage disposal facility is available to each lot owner in this subdivision. Each owner therein shall attach to such facility before any certificate of occupancy may be obtained. Right to enforcement of this covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.
19. **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. If, in the future, public water facilities are made available to the lot owners in this subdivision, each owner therein shall attach to such facility within one (1) year of the availability date. Right of enforcement of this covenant is hereby granted to the Hendricks County Plan Commission, its successors, or assigns.
20. **SIGNS:** No sign of any kind shall be displayed to the public view, on any lot, except one sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder advertising the property during the construction and sales period.
21. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways 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 twenty-five (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 sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley placement. No trees shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

Richwood Estates Section II
Declaration of Covenants
Page four

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22. **CULVERT PIPES:** No culvert pipe shall be used for ingress or egress to lots excepting those approved by the Building Committee, in which case the owners of each lot shall be responsible for the installation and maintenance of any and all culvert pipes to provide access to said lots. The size of such culverts shall, in all cases, not be less than the minimum requirements of the State or the County specifications, whichever shall apply. However, in no case shall any culvert pipe be less than twelve (12) inches.
23. **DRAINAGE PIPES:** All drainage pipes from individual lots shall exit onto dedicated roads. The purpose of this restrictive covenant is to prevent erosion on steep embankments. At no time shall any water be pumped onto the roadway, such as from a pump in a crawl space. Drainage swales and/or sub-surface drain facilities are provided in each section for disposal of said water. All drainage pipes shall be sub-surface.
24. **STORAGE TANKS:** Oil or gas storage tanks shall be either buried or located in a house or a garage area, such that they are completely concealed from outside view. No fuel for transportation purposes shall be allowed on any lot, either above or below the ground.
25. **FENCES:** Only ornamental fences shall be permitted between the front lot line and minimum setback line only if the maximum height is thirty-six (36) inches. No continuous fence of any other material shall be allowed on the front portion of the lot.
26. **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 lot or lots in said subdivision to prosecute by any proceedings 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 so doing 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.
27. **TERM:** These covenants are to run with the land and shall be binding on all parties and all parties claiming under them for a period of twenty-five 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 owners of the lots has been recorded agreeing to change said covenants in whole or in part.
28. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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IN WITNESS WHEREOF: The said party as owner and proprietor of the above described subdivision have hereunto set his hands and seal this 9th day of May 19 79

Donald E. Grubb
Donald E. Grubb

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, the undersigned, a Notary Public within and for said County and State, personally appeared Donald E. Grubb as owner and proprietor of the above described subdivision and acknowledged the execution of the above and foregoing Protective Covenants as his Voluntary Act and Deed.

Witness my hand and Notarial Seal, this 9th day of May 19 79.

James F. Snodgrass
Notary Public
James F. Snodgrass

My Commission Expires:

October 24, 1982

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ENTERED FOR RECORD

RICHWOOD ESTATES

BOOK 79 PAGE 379

BOOK

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SECTION V

Marilla Abbott

DECLARATION OF COVENANTS

RECORDED HENDRICKS COUNTY

I, THE UNDERSIGNED, Donald E. Grubb, as owner and proprietor of "RICHWOOD ESTATES, SECTION V", in Washington Township, Hendricks County, Indiana, do hereby, and by this indenture, restrict and covenant the lots in said subdivision, to myself and my 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, conditions, restrictions, and covenants, to wit:

1. FULLY PROTECTIVE RESIDENTIAL AREA: The following covenants, in their entirety, shall apply to all of "RICHWOOD ESTATES". Said subdivision, located in Washington Township, Hendricks County.
2. LOT USE: No portion of said real estate shall be used for any purpose other than single family residential dwellings, nor shall any lot be further subdivided without the approval of the building committee mentioned in restriction number 3:
3. BUILDING COMMITTEE: The Building Committee shall be composed of the undersigned owner of the herein described real estate, or by his duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove any design or location, or to designate a representative with like authority.
4. ARCHITECTURAL DESIGN: No building shall be erected, placed or altered on any building plot in this subdivision, until the building plans, specifications, and plot plan showing the location or such building have been approved as to the conformity, and harmony of external design with existing structures herein, and as to the building with respects to topography and finished ground elevation, by the Building Committee. If the Building Committee fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the date of submission of the same, the person or persons submitting the plans and/or specifications shall assume that the committee has disapproved the plans. Neither the committee members nor the designated representatives shall be entitled to any compensation for the services performed to this covenant.
5. DWELLING SIZE: The ground floor area of the main structure, exclusive of one-story porches, and garages, shall NOT be less than 1500 square feet in the case of a one-story structure, nor less than 900 square feet in the case of a multiple-story structure, with no less than 1800 square feet of finished floor area in such multiple-story structures.

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6. **BUILDING LOCATIONS:** No building shall be located on any lot nearer to the front property line than the minimum setback line shown on the plat of the subdivision. Side line requirements shall be 20% of front property line with a minimum requirement of six (6) feet to any side property line. No dwelling shall be located on any interior lot nearer than thirty-five (35) feet to the rear lot line.
7. **DWELLING MATERIALS:** All dwellings must be constructed with an exterior covering acceptable to all Hendricks County Building Codes and approved of by the Building Committee prior to start of construction. Driveways to be hard surface.
8. **GARAGES:** Each dwelling will include a 2 car garage for off-street storage of vehicles. Homes with detached garages must have specific approval from the Building Committee for construction of said detached garage.
9. **BUILDING CONSTRUCTION:** Any building, once approved and under construction, must be completed within six (6) months from the time construction was started.
10. **DRAINAGE AND UTILITY EASEMENTS:** The strips of ground marked "drainage utility easements" are hereby reserved for the use of public utilities, not including transportation companies, for the installation and maintenance of poles, mains, ducts, drains, lines, and wires, subject at all times to the proper authorities and to the easements herein granted and reserved.

The drainage easements may be used by the proper authorities including the Hendricks County Ditch Board or by any of the several owners of the lots in this subdivision or any other sections of this subdivision, for the installation and the maintenances of either surface or subsurface drainage. To accomplish said drainage, the existing grade of said easement may be altered to any grade necessary. In no situation shall any owner block the drainage in any manner along said drainage swales.
11. **LANDSCAPING:** All non-wooded lots in this subdivision shall be improved with at least three 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 owner's designated representative a minimum of once per month during the months of April through October, or at any other time the Building Committee deems it necessary to have the lot mowed.
12. **VEHICLE REGULATIONS:** No truck of more than 3/4 ton hauling capacity shall be parked on any street or anywhere in the subdivision except while making a delivery or a pickup. No car or truck or trailer which is not in operating condition and bearing the current year's license plate shall be permitted to remain on any lot or street in this subdivision, unless it is kept within a building.
13. **TEMPORARY STRUCTURE:** Exterior storage buildings may be erected providing it receives the approval of the Building Committee.

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Declaration of Covenants
Page three

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14. **NUISANCES:** No noxious or otherwise offensive activity shall be carried on upon any lot, or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
15. **ANIMALS:** No farm animals, livestock, fowl, nor domestic animal shall be kept on any lot nor permitted on any lot. Dogs, cats and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.
16. **GARBAGE AND REFUSE DISPOSAL:** No lot or portion of a 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 used so as to create an offensive sight or odor.
17. **BUSINESS USE:** No mercantile building shall be erected, built, or placed on the above described real estate, nor any business of any nature be carried on in a manufacturing, wholesale, or retail way, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
18. **SEWAGE DISPOSAL:** A public sewage disposal facility is available to each lot owner in this subdivision. Each owner therein shall attach to such facility before any certificate of occupancy may be obtained. Right to enforcement of this covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.
19. **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. If, in the future, public water facilities are made available to the lot owners in this subdivision, each owner therein shall attach to such facility within one (1) year of the availability date. Right of enforcement of this covenant is hereby granted to the Hendricks County Plan Commission, its successors, or assigns.
20. **SIGNS:** No sign of any kind shall be displayed to the public view, on any lot, except one sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder advertising the property during the construction and sales period.
21. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways 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 twenty-five (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 sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley placement. No trees shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

22. **CULVERT PIPES:** No culvert pipe shall be used for ingress or egress to lots excepting those approved by the Building Committee, in which case the owners of each lot shall be responsible for the installation and maintenance of any and all culvert pipes to provide access to said lots. The size of such culverts shall, in all cases, not be less than the minimum requirements of the State or the County specifications, whichever shall apply. However, in no case shall any culvert pipe be less than twelve (12) inches.
23. **DRAINAGE PIPES:** All drainage pipes from individual lots shall exit onto dedicated roads. The purpose of this restrictive covenant is to prevent erosion on steep embankments. At no time shall any water be pumped onto the roadway, such as from a pump in a crawl space. Drainage swales and/or sub-surface drain facilities are provided in each section for disposal of said water. All drainage pipes shall be sub-surface.
24. **STORAGE TANKS:** Oil or gas storage tanks shall be either buried or located in a house or a garage area, such that they are completely concealed from outside view. No fuel for transportation purposes shall be allowed on any lot, either above or below the ground.
25. **FENCES:** Only ornamental fences shall be permitted between the front lot line and minimum setback line only if the maximum height is thirty-six (36) inches. No continuous fence of any other material shall be allowed on the front portion of the lot.
26. **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 lot or lots in said subdivision to prosecute by any proceedings 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 so doing 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.
27. **TERM:** These covenants are to run with the land and shall be binding on all parties and all parties claiming under them for a period of twenty-five 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 owners of the lots has been recorded agreeing to change said covenants in whole or in part.
28. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Richwood Estates Section V
Declaration of Covenants
Page five

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IN WITNESS WHEREOF: The said party as owner and proprietor
of the above described subdivision have hereunto set his hands
and seal this 9th day of May 1979.

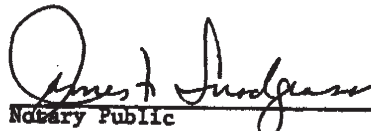


Donald E. Grubb

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, the undersigned, a Notary Public within and for said
County and State, personally appeared Donald E. Grubb as owner
and proprietor of the above described subdivision and acknowledged
the execution of the above and foregoing Protective Covenants
as his Voluntary Act and Deed.

Witness my hand and Notarial Seal, this 9th day of May
1979.



Notary Public
James F. Snodgrass

My Commission Expires:
October 24, 1982
