

6282
SYCAMORE ESTATES
SECTION ELEVEN

NOTE: UTILITY LINE LOCATIONS MUST BE WITHIN THREE(3) FEET OF THE LOCATION OF THE EASEMENT.

CURVE DATA					
CURVE	A	RADIUS	TAN	LENGTH	L. CHORD
A-1	01°10'41"	100.00	16.81	155.80	140.31
A-2	01°10'41"	125.00	115.51	174.05	115.71
A-3	01°10'41"	150.00	145.21	233.81	210.81

CERTIFICATION AND DESCRIPTION
"SYCAMORE ESTATES-SECTION ELEVEN"

I, the undersigned, being duly authorized and licensed as a Registered Land Surveyor in the State of Indiana do hereby certify that the attached plat and survey of "Sycamore Estates, Section Eleven" is situated in Guilford Township, Hendricks County, Indiana and is a true representation of a subdivision, being more particularly described as follows: A part of the West half of the Northwest quarter of Section 11, Township 16 North, Range 1 East of the Second Principal Meridian in Guilford Township, Hendricks County, Indiana and being more particularly described as follows, to-wit:

Commencing at the southeast corner of said half quarter section; thence North 00°00'00" East (assumed bearing) on and along the east line of said half quarter section 120.87 feet; thence North 00°00'00" West 255.90 feet to the POINT OF BEGINNING of this description; thence continue North 80°00'00" West on and along the last described course 270.90 feet; thence South 00°00'00" West parallel to the east line of said half quarter section 16.44 feet; thence North 80°13'11" West 24.13 feet to the northeast corner of "Sycamore Estates, Section Seven" as recorded in Plat Book 10, page 66 in the office of the Recorder of Hendricks County, Indiana; thence South 00°00'00" West on and along the east line of said "Sycamore Estates, Section Seven" and parallel to the east line of said half quarter section 338.00 feet; thence South 00°30'00" East 81.73 feet; thence South 00°00'00" West parallel to the east line of said half quarter section 256.97 feet; thence South 51°13'37" East 53.63 feet; thence South 00°00'00" West parallel to the east line of said half quarter section 177.83 feet; thence North 89°17'17" East 411.78 feet; thence North 80°00'00" East parallel to the east line of said half quarter section 302.76 feet to the point of beginning of this description, containing 5.13 acres, more or less and subject to all legal highways, rights-of-way, and easements of record.

Said addition consists of 9 lots, numbered 137-145, both inclusive. The locations and dimensions of the lots, streets and easements are shown on the plat. All dimensions are shown in feet and decimal parts thereof.

I do hereby certify that all the above is true and correct and in witness thereof do hereby set my hand and seal this 2nd day of June, 1981.

Walter F. Redner III
 Walter F. Redner III,
 Registered Land Surveyor No. 52929
 State of Indiana



DEDICATION OF "SYCAMORE ESTATES-SECTION ELEVEN"

The undersigned, owners of the real estate shown and described hereon, do hereby certify that we have laid off, platted and subdivided and do hereby lay off, plat and subdivide said real estate in accordance with the hereon plat. We certify that all streets depicted on said plat actually or heretofore dedicated are hereby dedicated to the public for its use as such. There are strips of ground of the width called for on the plat which are reserved for public utility companies, not including transportation companies, for the installation of poles, lines, ducts, gas and water lines, telephones and sewers and subject to all lines to the public authorities and to the easement herein reserved. No permanent or other structures are to be erected and maintained upon said strips, but such owners shall take their title subject to the rights of public utilities. All such utility installations shall be made that no property corner or property line be obstructed. See Miscellaneous Record 50 page 224 for Restrictive Covenants.

George D. Hardin
 George D. Hardin, President
 HARDCO, INC.

George D. Hardin, Jr.
 George D. Hardin, Jr., Secretary
 HARDCO, INC.

STATE OF INDIANA)
 COUNTY OF HENDRICKS) SS: Before Me, a Notary Public in and for said County and State personally appeared George D. Hardin, President and George D. Hardin, Jr., Secretary as Corporate Officers, representing Harco, Inc., owners of the above described real estate and acknowledged the execution of the foregoing instrument as their voluntary act and deed for the use and purpose therein expressed.

Witness my signature this 12th day of June, 1981. My Commission Expires: 9-21-82
Walter F. Redner III
 Notary Public

CERTIFICATE
 Under the authority provided by Sections 12-1-14 of sec. Ind. Stat., the undersigned hereby certify that public notice of the hearing by the Hendricks County Plan Commission of the aforesaid owner's application for approval of this plat was duly given as required by Sec. 12-1-4-106 Ind. Stat., and that said plat has been duly approved by said Commission, with a majority of the members of said Commission concurring in such approval.
 Dated June 9, 1981.

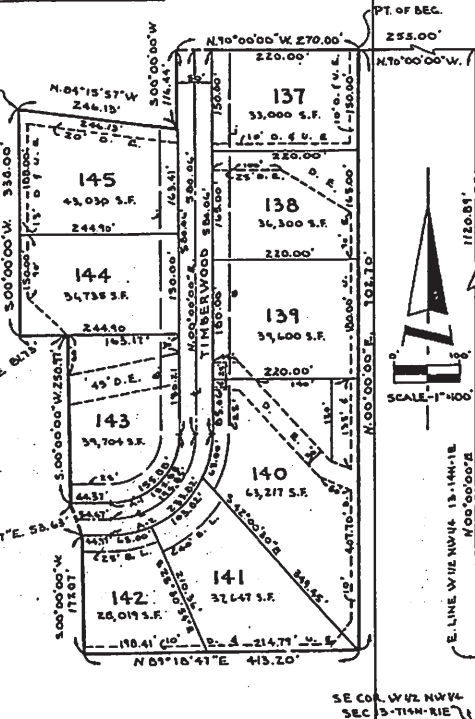
ATTEST: Michael E. Graham
 Secretary of said Commission



Duly entered for taxation this 21
 day of NOVEMBER 19 81
Arthur J. Steyer
 Auditor Hendricks County

ENTERED FOR RECORD
 BOOK 132
10 NOV - 3 1981
Marvin Abbott
 RECORDER HENDRICKS COUNTY

THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED FOR RECORDING
 DATE 11-3-81
Walter F. Redner III
 HENDRICKS COUNTY ENGINEER



8/25/81 10
 A 216 July 27, 1981
 for the State of Indiana
 from the State of Indiana
 from the State of Indiana



Subscribed and sworn to before me, a Notary Public,

this 15th day of December, 1970.

Anthony C. Gindler
Notary Public

My Commission Expires:

June 23, 1974

THIS INSTRUMENT PREPARED BY: JOHN C. MOWRER, Attorney at Law

ENTERED FOR RECORD

BOOK 58 DEC 16 1970 1152 294-

Mary Margaret Barber
RECORDER HENDRICKS COUNTY

8822

DEDICATION OF LAND AND RESTRICTIVE COVENANTS

"SYCAMORE ESTATES"

We, the undersigned, George D. Hardin and Frances L. Hardin, husband and wife, and as sole owners of the following described real estate, do hereby certify that we have laid out, platted, and subdivided and do hereby lay out, plat and subdivide said land into lots in accordance with the plat and such addition shall be known and designated as Sycamore Estates, Hendricks County, Indiana.

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. There are strips of ground, as shown on the annexed plat, which are reserved for public utility companies, not including transportation companies, for the installation of poles, ducts, lines, gas and water lines, laterals and sewers, subject at all times to the public authorities and to the easement herein reserved, but all such utility installations shall be made such that no property line or corner be obstructed. No permanent or other structures are to be erected and maintained upon said strips, but such owners shall take their title subject to the rights of the owners of the other lots in said addition.

We do by this indenture restrict the above described real estate as to the whole or any part thereof, to any of our grantees, assigns, successors, heirs or legal representatives and to any person, 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. No lot shall be used except for residential purposes.
2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be provided in Article 21.
3. The ground floor area of any residential structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet for a one-story dwelling nor less than 800 square feet for a dwelling of more than one story.
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.
5. All residential driveways shall be constructed of either cement concrete or asphalt concrete.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

7. 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.

8. No structure of a temporary character, trailer, basement, test, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period.

10. Within 9 months from the time the ground is broken for construction or any improvements are started, the exterior of all structures shall be completed and painted, surplus and left over materials shall be removed from the outside and lawn shall be graded and seeded.

11. 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 and bred, or maintained for any commercial purposes.

12. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All waste shall be kept in sanitary containers or incinerators or other equipment for the storage or disposal of such material and shall be kept in a clean and sanitary condition.

13. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between and 6 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line extended. The same sight line 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 intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. No screen planting over 36 inches high nor any fence shall be permitted between the street right-of-way and the building setback line.

15. Each residence or dwelling in this subdivision must have at least a one car garage or carport attached and connected to said single family residence.

16. All storage tanks of any kind must be located in a building or buried underground, and must conform with the building code of Hendricks County, Indiana.

17. Owners of unoccupied lots shall at all times keep and maintain such lots in this subdivision in an orderly manner, cause weeds and other growth to be cut at least once every two (2) months beginning the month of June and running thru the month of September of each calendar year and prevent accumulation of rubbish and debris thereon.

18. The grading of each lot shall be made so as not to restrict the surface water runoff or allow ponding or stoppage of said runoff over any existing sewage disposal facility and/or lot in this subdivision.

19. No truck of more than one-half (1/2) Ton hauling capacity shall be parked on streets or street or in the subdivision except while making a delivery or a pickup.

20. Prior to construction of a new residence on any lot in this subdivision, the owner of said lot shall secure a permit from the Hendricks County Sanitation Department for approval of the sewage disposal facilities proposed for said residence. In the case of a septic tank and absorption field system, the design of this type of system shall incorporate a minimum of four hundred (400) square feet of absorption field per each bedroom of the proposed residence on lots number 4, 5, 6, 15, 16, 17, 18, 19, 23 and 24. Lots number 28 thru 32 shall install septic tanks and finger systems to the "front" of the lot. Lots number 1, 5, 11, 16, 17, 19, 20 and 28 thru 34 shall have finger system trenches "over excavated" to a minimum depth of 36" below existing ground or until the sand bearing clay is found.

21. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee is composed of:

- George D. Hardin, 1563 Hardin Court, Plainfield, Indiana
 - Frances L. Hardin, 1563 Hardin Court, Plainfield, Indiana
 - John W. Woerner, 641 Kentucky Street, Plainfield, Indiana
- their successors or assigns forever.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members, shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee to restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if not, suit to enjoin the construction has been commenced prior to the completion thereof approval will not be required and the related covenants shall be deemed to have been fully complied with.

GENERAL PROVISIONS

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 twenty-five 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 either to restrain violation or to recover damage.

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.

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.

In Witness whereof, the said parties, as owners of the above described addition, have hereunto set their hands and seals this 14th day of December, 1970.

George D. Hardin
George W. Hardin

Frances L. Hardin
Frances L. Hardin

STATE OF INDIANA)
)SS:
HENDRICKS COUNTY)

Personally appeared before me, a Notary Public in and for said County and State, George D. Hardin and Frances L. Hardin and acknowledged the execution of the above and foregoing restrictions as their voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal, this 14th day of December, 1970.

Marianne Brunsman
Notary Public



My Commission Expires:

12-20-72