

porches and garages, shall NOT be less than 1200 square feet in the case of a one story structure or no less than 600 square feet in the case of a multiple story structure, with no less than 1200 square feet of finished floor area in such multiple story structures.

3. **DWELLING MATERIALS:** All dwellings must be constructed with at least 50 per cent of the exterior walls covered with stone or brick veneer. No imitations of stone or brick may be used.
4. **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, nor nearer than ten feet to any side property line.
5. **TEMPORARY RESIDENCE:** No temporary structure, mobile home, tent, basement, shack, garage or other outbuilding shall be used on any lot as a residence at any time, either temporarily or permanently.
6. **OUTBUILDINGS:** Outbuildings shall be permitted provided that the exterior is constructed of the same material as the dwelling.
7. **FENCES:** No farm fence shall be permitted on any lot. A chain link fence or wood fence shall be permitted.
8. **ANIMALS:** No animals or fowls shall be kept or permitted on any lot, except dogs and cats.
9. **OFFENSIVE ACTIVITIES:** No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
10. **GARBAGE AND REFUSE DISPOSAL:** No portion of said real estate shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste materials. All such trash, garbage, etc. shall be kept in sanitary containers.
11. **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 systems shall be obtained from said authority. If in the future public sewage disposal facilities are made available to the lot owners in this subdivision, each owner agrees hereby to attach to said facilities within a reasonable time.
12. **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 system 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 hereby agrees to attach to said facilities within a reasonable time.
13. **SIGNS:** No sign of any kind shall be displayed to the public view, on any lot, except one sign of not more than 8 square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
14. **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 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.
15. **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 proceeding 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 of forfeiture of title.

[REDACTED]

FILED FOR RECORD
MAY 30 1973
RECORDED HENDRICKS COUNTY

I, Earl M. Nigh, do hereby make this my last will, hereby revoking all wills and codicils, heretofore made by me.

ITEM I

I direct that all my just debts and cost of administration of my estate be paid as soon as practicable after my death.

ITEM II

I do hereby give, devise, and bequeath unto my wife, Ann M. Nigh, all my personal property of every kind and character wheresoever situate, of which I shall die the owner.

ITEM III

I do hereby give, devise, and bequeath unto my wife, Ann M. Nigh, all my real property of every kind and character wheresoever situate, of which I shall die the owner, to have and to hold during her lifetime.

9242
WEST CREST PARK

ENTERED FOR RECORD
BOOK 68 JUN 2 1975 212
483-
Marsella Abbott
RECORDER HENDRICKS COUNTY

AMENDED DECLARATION OF COVENANTS

THE UNDERSIGNED, Louis P. Hummel, and Helen M. Hummel, Husband and Wife; Gary L. Ross and Gail M. Ross, Husband and Wife; Jack A. Lawson and Constance W. Lawson, Husband and Wife; and Larry T. Huff and Dianna L. Huff, Husband and Wife, as sole owners and proprietors of WEST CREST PARK, Union Township, Hendricks County, Indiana, the plat of which was recorded in Plat Book 8, Page 67 in the Office of the Recorder of Hendricks County, Indiana, do hereby and by this indenture, restrict and covenant the lots in said Subdivision to themselves and their grantees, assigns, heirs or legal representatives, and to any person, persons, corporations, 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. LOT USE: No portion of the said real estate shall be used for any purpose other than single family residential dwelling purposes, nor shall any lot be further subdivided.
2. DWELLING SIZE: The ground floor area of the main structure, exclusive of one story porches and garages, shall NOT be less than 1260 square feet in the case of a one story structure or no less than 960 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.
3. DWELLING MATERIALS: All dwellings must be constructed with at least 50 per cent of the exterior walls covered with stone or brick veneer. No imitations of stone or brick may be used.
4. 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, nor nearer than ten feet to any side property line.
5. TEMPORARY RESIDENCE: No temporary structure, mobile home, tent, basements, shack, garage, or other outbuilding shall be used on any lot as a residence at any time, either temporarily or permanently.
6. FENCES: No farm fence shall be permitted on any lot. A chain link fence or wood fence shall be permitted.
7. ANIMALS: No animals or fowls shall be kept or permitted on any lot, except dogs and cats.
8. OFFENSIVE ACTIVITIES: No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
9. GARBAGE AND REFUSE DISPOSAL: No portion of said real estate shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste materials. All such trash, garbage, etc. shall be kept in sanitary containers.

N TEL: (317) 542-0626 G. E. JONES AND ASSOCIATES, INC. 1620 E. 75th St., INDIANAPOLIS, INDIANA ENGINEERS - SURVEYORS G. E. JONES PE. PRESIDENT	SCALE:
	DATE:
	DRAWN BY:
	DRAWING NUMBER:

10. **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 systems shall be obtained from said authority. If in the future public sewage disposal facilities are made available to the lot owners in this subdivision, each owner agrees hereby to attach to said facilities within a reasonable time.
11. **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 system 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 hereby agrees to attach to said facilities within a reasonable time.
12. **SIGNS:** No sign of any kind shall be displayed to the public view, on any lot, except one sign of not more than 5 square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
13. **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 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:** If the parties hereto, or any of them, 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 or lots in said subdivision to prosecute by any proceeding 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 violations. A violation of any restriction herein will not result in reversion or forfeiture of title.
15. **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.

IN WITNESS WHEREOF, the said parties as owners and proprietors of the above described subdivision have hereunto set their hands and seals this the 31ST day of MAY 1975.

N
TEL: (317) 542-0626

G.E. JONES AND ASSOCIATES, INC. E

1520 E. 7th St., INDIANAPOLIS, INDIANA
ENGINEERS-SURVEYORS
G. E. JONES PE, PRESIDENT

SCALE:

DATE:

DRAWN BY:

DRAWING NUMBER:

Page 3 West Crest Park-Amended Declaration of Covenants

Louis P. Hummel
Louis P. Hummel

Helen M. Hummel
Helen M. Hummel

Gary L. Ross
Gary L. Ross

Gail M. Ross
Gail M. Ross

Jack A. Lawson
Jack A. Lawson

Constance W. Lawson
Constance W. Lawson

Larry T. Huff
Larry T. Huff

Dianna L. Huff
Dianna L. Huff



STATE OF INDIANA)
)SS
COUNTY OF HENRICKS)

Before Me, the Undersigned, a Notary Public Within and for Said County and State, Personally Appeared Louis P. Hummel and Helen M. Hummel, Husband and Wife; Gary L. Ross and Gail M. Ross, Husband and Wife; Jack A. Lawson and Constance W. Lawson, Husband and Wife; and Larry T. Huff and Dianna L. Huff, Husband and Wife, as Owners and Proprietors of the Above Described Subdivision and Each Separately and Severally acknowledged the Execution of the Above and Foregoing Protective Covenants as Their Voluntary Act and Deed.

Witness My Hand And Notarial Seal, This 31st Day Of May, 1975.

My Commission Expires 7-25-76

Andy Califu Jr.
Notary Public

N
TEL: (317) 542-0626

G.E. JONES AND ASSOCIATES, INC. E
1620 E. 75th St., INDIANAPOLIS, INDIANA
ENGINEERS-SURVEYORS
G. E. JONES PE. PRESIDENT

SCALE:
DATE:
DRAWN BY:
DRAWING NUMBER: