

ENTERED TO RECORD
BOOK 103 PAGE 1074
FILE

12651

REAL ESTATE AND PROTECTIVE COVENANTS
FOR

WHISPERING WINDS, SECTIONS ONE, TWO, AND THREE"
HENDRICKS COUNTY, INDIANA

THE UNDERSIGNED, JAMES W. WATT AND JOAN F. WATT, husband and wife, as owners and proprietors of "Whispering Winds, Sections One, Two and Three" in Hendricks County, Indiana, do hereby this indenture, restrict and covenant the lots in said subdivision to themselves and their grantees, assigns, successors, heirs, or legal representatives, and to any person, persons, corporations, banks, association and/or anyone who may obtain title to said lots, as to the following terms, stipulations, conditions, restrictions and covenants, to-wit:

1. LAND USE AND BUILDING TYPE: Lots shall be used for residential purposes only; building shall be single family dwellings not to exceed two stories in height and private garages for not more than four cars.
2. ARCHITECTURAL CONTROL: Construction plans and specifications and the complete plot plan must be approved by the Building Committee as to the quality and type of materials and workmanship, and harmony in external design with existing structures, before construction may be started.
A one-story dwelling shall not have less than 1200 square feet of living area, exclusive of open porches and garages. Houses of more than one story shall have a minimum of 1800 square feet of living area with at least 900 square feet on the ground floor.
3. BUILDING LOCATION: Minimum set-back lines shall be those shown on the recorded plat. No building shall be located nearer than ten(10) feet to an interior lot line.
4. DRAINAGE AND UTILITY EASEMENTS: Drainage and utility easements shall be as shown on the recorded plat, for the installation and maintenance of public utilities and for surface water drainage. Under no circumstances may the easement be blocked, in any manner, by the construction of any improvement, nor water flow restricted by grading. Said areas are subject to construction or reconstruction, to any extent necessary to obtain adequate drainage at any time by any proper authority, or by the developer of the subdivision.
5. LANDSCAPING: All lots, whether improved or not, shall be mowed by the owner of the lot or their designated representatives a minimum of once every two months during the months of April through September.
6. NUISANCES: 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. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building, shall be used as a residence on any lot at any time either permanently or temporarily.
8. LIVESTOCK: No animals, livestock, or poultry of any kind shall be kept on any lot except family pets, which may be kept provided they do not create or constitute a nuisance.
9. GARBAGE AND REFUSE DISPOSAL: No dumping allowed; rubbish shall be stored in sanitary containers. Incinerators or equipment for storage of rubbish must be kept clean and sanitary, and shall not create an offensive sight or odor.
10. WATER SUPPLY: Water supply systems(wells) shall be constructed in accordance with requirements of the State Board of Health and the Hendricks County Board of Health. If in the future public water facilities are made available,

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In compliance of Sub State
see Title Book 96 Page 199
Annex d. Memphis Rite

- each lot owner shall attach to such facility within two years of the availability date.
11. SEWAGE SYSTEMS: Individual sewage disposal systems (septic systems) shall be constructed in accordance with the requirements of the State Board of Health and the Hendricks County Board of Health. If in the future public sewage disposal facilities are made available to this subdivision, each owner shall attach to such facilities within two years of the availability date.
 12. STORAGE TANKS: Oil or gas storage tanks shall either be buried or located within the house or garage area so that they are completely concealed from outside view.
 13. SIGNS: The only signs which may be displayed on any lot are a builder's sign or a sign advertising the property for sale.
 14. BUILDING COMMITTEE: The Building Committee shall be composed of James W. Watt and Joan F. Watt, or their assigns. The Committee's approval or disapproval of the construction plans for any home shall be in writing. In the event that written approval is not received from the committee within fifteen (15) days from the date of submission, it shall be understood that the committee has disapproved the presented plans.

The violation of any restriction as herein enumerated shall give to the undersigned, or their successors, or any other land owner within this area purchasing real estate from the undersigned, any and all rights for injunction, damage or any other action at law which they may have to restrain and prohibit the same in keeping with the restrictions hereof.

IN WITNESS WHEREOF, the undersigned have set their hand and signatures this 19 day of March, 1974.

James W. Watt
 James W. Watt
Joan F. Watt
 Joan F. Watt
 STATE OF INDIANA) SS
 COUNTY OF HENDRICKS)

Before Me, a Notary Public, in and for said county and state, personally appeared James W. and Joan F. Watt, husband and wife, and acknowledged the execution of the attached instrument as their free and voluntary act and deed.

Witness My Hand and Notarial Seal this 21st day of March, 1974.

My Commission Expires: August 2, 1977


Robert M. Cook
 Notary Public

Keith W. Cook
 Keith W. Cook
Patricia K. Cook
 Patricia K. Cook

STATE OF INDIANA)
) SS
 COUNTY OF HENDRICKS)

Before Me, a notary public, in the for said county and state, personally appeared Keith W. Cook and Patricia K. Cook, husband and wife, and acknowledged the execution of the attached instrument as their free and voluntary act and deed.

Witness My Hand and Notarial Seal this 21st day of March, 1974. 127

My Commission Expires: August 31 1977 Ronald W. Miller
Notary Public

William C. Jones
William C. Jones

Linda C. Jones
Linda C. Jones

Ronald W. Miller
Notary Public

STATES OF INDIANA }
COUNTY OF HENDRICKS } SS

Before Me, a notary public, in the for said county and state, personally appeared William C. Jones and Linda C. Jones, husband and wife, and acknowledged the execution of the attached instrument as their free and voluntary act and deed.

Witness My Hand and Notarial Seal this 20th days of March 1974,
My Commission Expires: August 31 1977
Ronald W. Miller
Notary Public

PAGE 1 OF 3

ENTERED FOR RECORD
MAR 25 1974
MAR 27 1974

"HADLEY ACRES" RESTRICTIVE COVENANTS

THE UNDERSIGNED, GIBBS, SALESMAN, AND CRAIG, DEVELOPERS, AS OWNERS AND PROPRIETORS OF "HADLEY ACRES, SECTION ONE" LOCATED IN GUILFORD TOWNSHIP, HENDRICKS COUNTY, INDIANA, DO HEREBY THIS INSTRUMENT, RESTRICT AND COVENANT THE LOTS AND OTHER ACRES WITHIN THE BOUNDARIES IN SAID SUBDIVISION TO THEMSELVES AND THEIR GRANTEEES, ASSIGNS, SUCCESSORS, HEIRS, OR LEGAL REPRESENTATIVES, AND TO ANY PERSON, PERSONS, CORPORATIONS, BARRS, AND 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 "HADLEY ACRES, SECTION ONE", SAID SUBDIVISION BEING LOCATED IN GUILFORD TOWNSHIP, HENDRICKS COUNTY, INDIANA.
- (2) LAND AND BUILDING TYPE: NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES, NOR SHALL ANY LOT BE SUBDIVIDED. NO BUILDING SHALL BE ERCTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE SINGLE FAMILY DWELLING NOT TO EXCEED TWO STORIES IN HEIGHT AND A PRIVATE ATTACHED GARAGE FOR NOT MORE THAN FOUR CARS. IN THE EVENT THE PURCHASER SHOULD BUY TWO LOTS WITH THE PURPOSE OF BUILDING ONE SINGLE FAMILY DWELLING ACROSS THE CENTER LOT LINE, THE LOT LINE RESTRICTIONS SHALL NOT APPLY TO THE BOUNDARY LINES DIVIDING ANY TWO SAID LOTS.
- (3) DWELLING SIZE: THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE STORY PORCHES AND GARAGES SHALL NOT BE LESS THAN 1600 SQUARE FEET IN THE CASE OF A ONE STORY STRUCTURE, NOR LESS THAN 1100 SQUARE FEET IN THE CASE OF A MULTIPLE STORY STRUCTURE, WITH NO LESS THAN 1700 SQUARE FEET OF FINISHED FLOOR AREA IN SUCH MULTIPLE STORY STRUCTURE.
- (4) ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL: NO BUILDING, FENCE, WALL, OR OTHER STRUCTURE SHALL BE ERCTED, PLACED AND ALTERED ON ANY BUILDING PLOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS, SPECIFICATIONS, AND PLOT PLAN SHOWING THE LOCATION OF SUCH STRUCTURES AND DRIVEWAYS HAVE BEEN APPROVED AS TO THE CONFORMITY AND HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURE HEREIN AND AS THE BUILDING WITH RESPECT TO TOPOGRAPHY AND FINISHED GROUND ELEVATIONS BY AN ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE. ALSO THE PROPOSED LOCATION OF WELLS, SEPTIC SYSTEMS, DESTRUCTION OF TREES AND VEGETATION AND ANY OTHER SUCH MATTER AS MAY AFFECT THE ENVIRONMENT AND ECOLOGY OF THE "HADLEY ACRES, SECTION ONE" AREA SHALL BE THE PROPER CONCERN OF THE COMMITTEE. THIS 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 APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATIONS, OR TO DESIGNATE A REPRESENTATIVE WITH LIKE AUTHORITY. THE COMMITTEE'S APPROVAL, OR DISAPPROVAL, AS REQUIRED IN THIS COVENANT SHALL BE IN WRITING. IN THE EVENT THAT SAID WRITTEN APPROVAL IS NOT RECEIVED FROM THE COMMITTEE WITHIN 20 DAYS FROM THE DATE OF SUBMISSION, IT SHALL BE DEEMED THAT THE COMMITTEE HAS DISAPPROVED THE PRESENTED PLAN. NEITHER THE COMMITTEE MEMBERS NOR THE DESIGNATED REPRESENTATIVES SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT.
- (5) BUILDING CONSTRUCTION: ANY BUILDING ONCE APPROVED AND UNDER CONSTRUCTION MUST BE COMPLETED WITHIN ONE (1) YEAR FROM THE TIME CONSTRUCTION WAS STARTED. NO BUILDING SHALL BE ON ANY LOT NEARER TO THE FRONT OR SIDE PROPERTY LINE THAN THE MINIMUM BUILDING SET-BACK LINE, AS SHOWN ON THE RECORDED PLAN AND IN ACCORDANCE WITH PRESENT COUNTY REGULATIONS PERTAINING TO SIDE PROPERTY LINES.
- (6) DRAINAGE AND UTILITY EASEMENTS: THE STRIPS OF GROUND MARKED DRAINAGE AND UTILITY EASEMENTS ARE HEREBY RESERVED FOR THE USE OF PUBLIC UTILITIES, NOT INCLUDING TRANSPORTATION COMPANIES, FOR INSTALLATION AND MAINTENANCE OF POLES, LINES, DUCTS, LINES AND WIRING AND SUBJECT TO ALL TIES TO THE PROPER AUTHORITIES AND TO THE EASEMENTS HEREIN GRANTED AND RESERVED. THESE EASEMENTS ARE NOT FOR THE USE OF AND SHALL NOT BE USED FOR HIGH VOLTAGE ELECTRIC TRANSMISSION LINES OR HIGH PRESSURE LIQUID TRANSMISSION PIPE LINES, EXCEPT BY WRITTEN PERMISSION OF THE OWNER OF THE LAND AT THE TIME SAID TRANSMISSION LINE IS CONSTRUCTED. THE DRAINAGE EASEMENTS