

FAX COVER SHEET

271-5673

KC DICKERSON
27821 Arthur Baker Road
Atlanta, IN 48031

Send to: KELLIE	From: KC DICKERSON
Office Location:	Date:
Re:	Phone Number: 448-1918
Total pages, including cover: 4 PGS	Fax Number: 758-5038

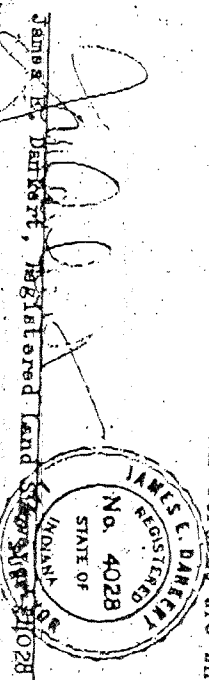
Comments:

CC.R's PRESTWICK GREEN, SEC. 2

This subdivision consists of 27 lots, numbered 27 through 53, inclusively. The size of the lots and widths of the streets are shown in figures denoting feet and decimal parts thereof.

This survey was made by me during the month of June, 1977.

Witness my signature this _____ day of _____, 1977.



The undersigned, Indun Realty, Inc., owner of the real estate shown and described herein being a part of land described, conveyed by quitclaim deed and recorded as instrument #8553, Book 236, pages 525 to 531, inclusively, in the Office of the Recorder of Hendricks County, Indiana, on May 7, 1975, 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 within plat.

This subdivision shall be known and designated as Prestwick Green-Section Two, in addition to Hendricks County, Indiana.

In order to afford adequate protection to all present and future owners of lots in this subdivision and future sections of Prestwick Green, if any, the undersigned hereby adopts and establishes the following protective covenants, each and all, ensuring to the benefit of each and every owner of any lot or lots in said subdivision subject to protective covenants compatible with the covenants contained herein. As additional sections of Prestwick Green are added, such sections shall be All streets shown on this plat and not heretofore dedicated are hereby dedicated to the public.

All lots in this subdivision shall be known and described as residential lots and no lots will be subdivided into two or more building lots without the express written consent of the Building Committee.

No structure shall be erected, altered, placed, or permitted to remain on any residential lot other than one single-family dwelling, a private garage and such other outbuildings usual and incidental to the use of such residential lot. No residence, dwelling house, garage, servant's quarters, tenors or other structures of any nature, composition or description shall be constructed or erected on any lot until the building plans, including plot plans, specifications, plans for landscaping and any other data or information which may be required or submitted for approval to the Building Committee established for Prestwick Green-Section One, a subdivision in Hendricks County, Indiana, as per plat thereof recorded in Plat Book 9, pages 72 through 74, in the Office of the Recorder of Hendricks County, Indiana, which Building Committee shall serve as the Building Committee for Prestwick Green-Section Two, said approval to be evidenced by a written instrument and stamped approval executed by the Building Committee and delivered to the person or persons requesting such approval.

The Building Committee shall determine whether the proposed structures, plans and specifications show conformity and harmony of external design with existing structures in the subdivision and in the planned unit development known generally as Prestwick, and whether the building and property setback lines comply with plat requirements. In the event that the Building Committee does not indicate in writing its approval or disapproval of plans submitted within a period of 15 days after submission, the Building Committee shall be deemed to have approved such plans. No change shall be made to any purchaser of any lot for examination of plans or for giving approval as provided. The Building Committee may allow reasonable variances or adjustments of the restrictions hereby established where literal application results in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these restrictions and no variance of adjustment shall be granted which is materially detrimental or injurious to other lots in the development. Neither the Building Committee nor any agent thereof, nor the Development Company shall be responsible in any way for any defect in any plans, specifications or other materials submitted to it, nor for any defects in any work according thereto.

No residence or dwelling shall be constructed on any lot thereof unless such residence, exclusive of open porches, attached garages and basements, shall have a ground floor area of 1500 square feet if a one-story structure, or 1000 square feet if a higher structure, provided also that in case of a building higher than one-story there shall be at least 500 square feet in addition to the ground floor area. No trellis, shack, tent, basement, garage or other out-building shall be used at any time as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

Duly entered for taxation 17th day of July 1978

PRESTWICK GREEN-SECTION TWO

Sheet 2 of 3

AUDITOR HENDRICKS COUNTY

THIRTY-THREE GREEN-SECTION TWO, HENDRICKS COUNTY, INDIANA

either separately or in any combination of the three, which are reserved for the use of the Utility Companies and governmental agencies as follows: "Drainage Easements" (D.E.) are created to provide paths and courses for area and local storm drainage, either overlaid or in adequate underground conduit, to serve the needs of this and adjoining ground and/or public drainage system. No structure, including fences, shall be built upon said easement, which will obstruct flow from the area being served. By acceptance of a deed to a lot, each owner covenants to pay a pro-rata share of the cost to repair and maintain all Drainage Easements shown on the plat in the form of assessments by the Building Committee. "Sewer Easements" (S.E.) are created for the use of the private sewer utility or its successors or the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county for the purpose of installation and maintenance of sewers that are part of said system. "Utility Easements" (U.E.) are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires; and also all rights and uses specified for sewer easements above designated. All such easements shall include the right of reasonable ingress and egress from said strips for the exercise of the other rights reserved. No structure, including fences, shall be built upon the Sewer Easements or the Utility Easements. Access Easements are shown on the within plat across Lots 31, 32, 47, 48, 50 and 51 to permit pedestrian access only across such lots to various portions of the Prestwick development and adjacent areas. Development Company has granted such easements to the Prestwick Community Services Association, Inc., for the benefit of its members, their guests and invitees, and all lots owners in Prestwick for pedestrian access purposes, pursuant to an easement recorded on as Instrument # _____ in the Office of the Recorder of Hendricks County, Indiana. The owners of the above referred lots shall be responsible for maintaining the improved pathways or walkways shall be that of the Prestwick Community Services Association, Inc. No structure, including fences, shall be built upon the access easements by the lot owners.

No residence, dwelling house or any other structure whatsoever shall be used for the purpose of carrying on a business, trade, profession or any other dwelling. "Building Lines" (B.L.) are established as shown on this plat between which line and the front lot line no building shall be erected, placed, altered or permitted to remain. Without the prior written approval of the Building Committee, given or refused in its sole discretion, no structure or any part thereof shall be built or erected nearer than 10 feet to any side yard line on one side and the total of both sides shall not be less than 20% of the entire width of the lot as measured at the building line, or nearer than 25 feet to any rear lot line.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, 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 points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

The owner of any lot in the subdivision shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly. Additionally, each lot owner shall be responsible for maintaining the slightly appearance and function of "Drainage Easements" over his respective lot. In the event that the owner of any lot in the subdivision shall fail to maintain his lot and any improvements situated thereon in accordance with the provision of these restrictions, the Building Committee shall have the right, but not the obligation, by and through its agents, employees or contractors, to enter upon said lot and repair, now, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform with the requirements of these restrictions. The cost therefore to the Building Committee shall be collected from the owner or owners as determined by the Building Committee. Neither the Building Committee nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance performed hereunder.

The owner of each lot in the subdivision shall be entitled to the use and enjoyment of the Common Areas and Community Facilities of Prestwick Community Services Association, Inc., as defined in that certain Declaration as supplemented from time to time, recorded on February 5, 1974, as Instrument #6410, in Book 8, Pages 55 through 74, in the Office of the Recorder of Hendricks County, Indiana and by acceptance of a deed to a lot, each owner covenants and agrees to pay annual charges to the Prestwick Community Services Association, Inc. for the use and enjoyment of the Common Areas and Community Facilities. The amount of the annual charge shall be based on the cost of operation and maintenance of such facilities, exclusive of roadways and street lighting thereof, for the year of such usage and based on the number of lots in the subdivision in proportion to the total of all living units in the planned unit development known as Prestwick, plus all lots in the subdivision and any other subdivision now or hereafter forming a part of the Prestwick development which are entitled to use Common Areas and Community Facilities. If street light is installed on the streets within the subdivision within Prestwick Green-Section One or within any future sections of Prestwick Green, the cost of maintenance shall be shared equally by each lot owner in the subdivision, Prestwick Green - Section One, and any future sections of the subdivision. Contract with public utilities covering operation and maintenance of street light may be entered into by Prestwick Community Services Association, Inc., on behalf of the lot owners, and each lot owner covenants and agrees to pay to Prestwick Community Services Association, Inc. his pro-rata share of the contract charges by the utility company.

No poultry or farm animals shall be kept on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or bird properly confined to his particular lots.

No camper, motor home, truck, trailer or boat shall be stored in the open in public view. No vehicle shall remain parked continuously between the hours of 12 midnight and 6 a.m. on any street in the subdivision.

The right to enforce the within provisions, restrictions and covenants, by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs or assigns and the Hendricks County Plan Commission, and its successors, who shall be entitled to such relief without being required to show any damage of any kind to any such owners, by or through any such violation or attempted violation, said provisions (as they may be amended under Covenant 19) shall be in full force and effect until it is agreed that the covenants shall terminate in whole or in part.

Invalidation of any one of these restrictions or part thereof by judgment or court order shall not affect or render the remainder of said restrictions inviolable or imperatative.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, 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 points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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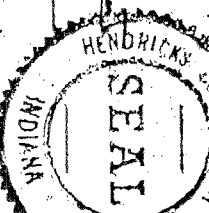
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Invalidation of any one of these restrictions or part thereof by judgment or court order shall not affect or render the remainder of said restrictions invalid or inoperative. Any limitations or restrictions herein contained may be amended from time to time if the owners of at least two-thirds of the lots agree thereto. Each amendment shall be evidenced by written instrument signed and acknowledged by the owner or owners concurring therein, setting forth the facts sufficient to indicate compliance with this instrument and recorded in the Office of the Recorder of Hendricks County, Indiana. Each amendment is subject to the approval of the Hendricks County Plan Commission.

Witness our hands and seals this 14th day of March, 1978.

STATE OF INDIANA
COUNTY OF MARTIN
INDON REALTY, INC.
BY: *[Signature]*
Title: *Exec Use Plat*
Attest: *[Signature]*
Title: *Assistant Secretary*



Notary Public: _____
My Commission Expires: *December 6, 1980*

Under authority provided by Chapters 283-Acts of 1955 enacted by the General Assembly of the State of Indiana and an ordinance adopted by the Board of County Commissioners of the County of Hendricks, approved by the Hendricks County Plan Commission at a meeting held 9-11-77.

THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED FOR RECORDING
DATE: 7-17-78
RA *[Signature]*
PRESTWICK GREEN-SECTION TWO