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Telephone (317) 684-7556

Subdivision Covenants and Restrictions

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No. 9304 ✓

DEDICATION AND RESTRICTIONS
SKELTON'S THIRD ADDITION TO PLAINFIELD

We, the undersigned, Nick and Lottie G. Skelton, as owners of the above described real estate do hereby certify that we have platted and subdivided said land into lots in accordance with the accompanying plat, said subdivision to be known as Skelton's Third Addition to the Town of Plainfield, Hendricks County, Indiana.

All streets and alleys not heretofore dedicated are hereby dedicated for public use.

All lots, their owners and their use are subject to the following restrictions:
(1) No buildings other than residential dwellings and family garages shall be built thereon except as hereinafter provided. Only one residence may be erected on any one lot. No residence shall have less than 850 square feet of floor space above ground level, exclusive of attic, garage and porches.

(2) All buildings shall be of substantial construction and of good materials. Exterior construction using concrete or cinder blocks must be covered with brick or stone veneer above ground level.

(3) No business may be carried on in or from buildings on any lot, unless permission is obtained from at least 75 per cent of all the owners in the subdivision, as evidenced by written instrument.

(4) No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently.

(5) No part of any building shall be erected closer than five (5) feet from any side lot line nor thirty feet from any front lot line, except that open, one-story porches may be constructed between such front set-back line and the front lot line.

(6) Certain lots are subject to utility easements, as shown, for the use of public utilities, not including transportation companies for installation and maintenance of lines, appurtenances and facilities. No owner shall erect structures upon these strips, but such owners shall take their titles subject to the rights of the public utilities and the rights of other owners in this subdivision.

(7) The covenants are to run with this land and shall be binding on all the parties and all parties claiming under them until August 1, 1978, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

(8) If the parties hereto, or any of their heirs or assignees, shall violate or attempt to violate any of the covenants hereto, it shall be lawful for any person or persons owning any portion of the above described property to prosecute any proceedings at law or in 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.

(9) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. Said subdivision shall here and after be known as Skelton's Third Addition to Plainfield, Indiana.

WITNESS our hands this 8th day of August, 1955.

SKELTON & SKINNER LUMBER CO., INC.
By: Floyd Skelton, President
Frederick Skinner, Secy-Treas.

Nick Skelton)
Lottie G. Skelton) OWNERS

(CORP SEAL)

STATE OF INDIANA)
HENDRICKS COUNTY) SS:

Before me the undersigned Notary Public, in and for the County and State, personally appeared Nick Skelton and Lottie G. Skelton and acknowledged the execution of the foregoing instrument as their voluntary act and deed for the purposes therein expressed.

Witness my hand and Notarial Seal this 8 day of March, 1955.

(SEAL) My commission expires 3-13-56 Emmett Shumaker, NOTARY PUBLIC

The undersigned, Skelton & Skinner Lumber Co., Inc. by its duly authorized officers, joins in the execution of the foregoing DEDICATION AND RESTRICTIONS TO SKELTON'S THIRD ADDITION, as the owner of a tract of land acquired by virtue of the Warranty Deed recorded in Deed Record 170 at pages 258-259 of the records of Hendricks County, Indiana, which tract of land lies within the boundaries of said Addition, has been incorporated into the plat of said Addition, and is to be known and designated herein after as Lot Numbered Eighty-two (82) of Skelton's Third Addition to the Town of Plainfield, Indiana.

(CORP SEAL)
ATTEST:
Frederick Skinner
Secretary-Treasurer

SKELTON & SKINNER LUMBER CO., INC.
By Floyd Skelton, President

STATE OF INDIANA, HENDRICKS COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Floyd Skelton and Frederick Skinner, President and Secretary-Treasurer respectively of Skelton & Skinner Lumber Co., Inc. for and in behalf of said Company, and acknowledged the execution of the foregoing instrument as the act and deed of said Corporation, for the purposes therein expressed.

Witness my hand and Notarial Seal this 8 day of August, 1955.

(SEAL) My commission expires 3-13-56 Emmett Shumaker, Notary Public

The undersigned hereby join in the foregoing dedication as grantees of Skelton & Skinner Lumber Co., Inc. and as the present owners of aforesaid Lot No. 82 in said Addition.

Elton A. Clodfelter

Rosemary Clodfelter

Dated this 6 day of September, 1955.

Maud E. Ryerson

Entered for Record September 12, 1955 at 9:54 A.M.

R.H.C.

Entered for Record November 4, 1955 at 11:21

Maudie E. Rynearson

R.H.C.

No. 10510

CONSENT AND MODIFICATION OF RESTRICTIVE COVENANTS OF
SKELTON'S THIRD ADDITION TO THE TOWN OF PLAINFIELD

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, NICK SKELTON and LOTTIE SKELTON, husband and wife, being the owners of lots numbered 54, 55, 56, 57, 58, 75, 76, 77, 78, 79, 80, 85, 86, 87, 88, 89, 90 and 91, SKELTON-SKINNER LUMBER CO. INC., an Indiana corporation being the owner of lots numbered 52, 53, 81, 83, 84, and ELTON A. CLODFELTER and ROSEMAY CLODFELTER, husband and wife, being the owners of lot numbered 82, all of said lots being situated in Skelton's Third Addition to the

Town of Plainfield, and the afore mentioned owners being all of the owners of real estate in said subdivision, for good and sufficient consideration, each to the other, do hereby consent and agree that the RESTRICTIVE COVENANTS recorded September 12, 1955 in Miscellaneous Record 34, page 410-411 of Hendricks County Records, be and the same are hereby amended in the following particulars, to-wit:

(1) Sub-paragraph (5) of said RESTRICTIVE COVENANTS shall be and the same is hereby amended to read as follows --

"(5) No part of any building shall be erected closer than five (5) feet from any side lot line nor thirty feet from any front lot line, except that open, one-story porches may be constructed between such front set-back line on the front lot line, and EXCEPT as to Lots Numbered 52, 53, 81, 82, 83, and 84, and as to the last numbered lots the restrictions as in this paragraph shall not be applicable.

(2) It is further specifically agreed that the amendment herein above set out shall apply solely to Lots Numbered 52, 53, 81, 82, 83, and 84, and that all other conditions of the Restrictive Covenants as originally recorded shall remain unaltered.

WITNESS the respective hands and seals of the parties hereto this 3rd day of November, 1955.

Nick Skelton (Seal)
(Nick Skelton)
Lottie G. Skelton (Seal)
(Lottie G. Skelton)

Skelton-Skinner Lumber Co., Inc.
by Floyd Skelton
President

(CORP SEAL)

Attest:

Frederick Skinner, Secretary

Elton A. Clodfelter (Seal)
(Elton A. Clodfelter)
Rosemary Clodfelter (Seal)
(Rosemary Clodfelter)

STATE OF INDIANA)
HENDRICKS COUNTY) ss

Personally appeared before me, Charles E. Coleman, a Notary Public in and for the County and State aforesaid, Nick Skelton and Lottie G. Skelton, husband and wife, and Elton A. Clodfelter and Rosemary Clodfelter, husband and wife, and acknowledged the execution of the foregoing instrument as their free and voluntary act and deed for the purposes therein stated.

WITNESS my hand and Notarial Seal this 3rd day of November, 1955.

(SEAL) My Commission Expires:
July 10, 1956

Charles E. Coleman
(Charles E. Coleman) Notary Public

STATE OF INDIANA)
PUTNAM COUNTY) ss

Personally appeared before me, Charles E. Coleman, a Notary Public in and for the County and State aforesaid, Skelton-Skinner Lumber Co., Inc., by Floyd Skelton, its President and Frederick Skinner, its Secretary, personally known to me to be the President and Secretary of said corporation, and acknowledged the execution of the foregoing instrument as the act and deed of said corporation, in accordance with the direction of its Board of Directors.

Witness my hand and Notarial Seal this 3rd day of November, 1955.

(SEAL) My commission expires
July 10, 1956.

Charles E. Coleman
(Charles E. Coleman) Notary Public

Entered for Record Nov. 7, 1955 at 8:20 A.M. *Maudie E. Pynson* R.H.C.

No. 10514 ✓

AFFIDAVIT

STATE OF INDIANA)
HENDRICKS COUNTY) ss: