

TURNBERRY ADDITION

These Amendments to Restrictive Covenants, made this 6<sup>th</sup> day of June, 1988, by Prestwick Sales, Inc., hereinafter referred to as the declarant;

WITNESSETH:

WHEREAS, declarants is the owner of certain property located in Hendricks County, Indiana, described as follows:

Part of the West half of Southwest quarter of the Northwest quarter of Section 9, Township 15 North, Range 1 East, part of East half of Southeast and Northeast quarters of Section 8, Township 15 North, Range 1 East of Second Principal Meridian, in Washington Township, Hendricks County, Indiana.

And, WHEREAS, the foregoing real property has been platted and subdivided, and is now know as Turnberry Addition, an addition to Prestwick, a planned unit development in Hendricks County, Indiana, as per plat thereof recorded 2/19/87 in plat Book 12, page 13-15 in the Office of the Recorder of Hendricks County, Indiana; and,

WHEREAS, declarant owns two-thirds (2/3) of the lots platted pursuant to paragraph twenty-two (22), whereby a vote of at least two-thirds (2/3) of the owners of the lots in the addition, may agree to change or terminate these covenants in whole or in part.

WHEREAS, the owners of record of two-thirds (2/3) of the lots platted and known as Turnberry Addition, wish to, and agree to, amend the Restrictive Covenants which were recorded on the 19th day of February, 1987, at Plat Book 12, page 13-15, in the Office of the Recorder of Hendricks County, Indiana.

NOW, THEREFORE, Declarant for and in consideration of the premises and the amendments contained herein does hereby impose upon the said real property, the following amendments to the Restrictive Covenants previously recorded:

1. Paragraph number four (4) is now declared null and void and shall be replaced by the following paragraph number four (4):

ENTERED FOR RECORD

BOOK

114 JUN 9 1988 PAGE 702-4

*Bonnie A. Mays*  
 HENDRICKS COUNTY RECORDER

The undersigned, Prestwick Sales, Inc., owner of the real estate shown and described herein, being part of the land described, conveyed by quit claim deed and recorded as Instrument # 8553, Plat Book 236, pages 325 to 331, inclusive, 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 TURNBERRY, an addition to Prestwick, a Planned Unit Development in Hendricks County, Indiana.

In order to afford adequate protection to all present and future owners of lots in this subdivision, the undersigned owner(s) hereby adopts and establishes the following protective covenants, each and all inuring to the benefit of each and every owner of any lot or lots in said subdivision, their heirs and/or assigns, binding all the same, each grantor and their heirs and/or assigns:

1. All streets shown on this plat and not heretofore dedicated are hereby dedicated to the public. No parking of any motorized vehicles will be permitted on any streets within the development.
2. All lots in this subdivision shall be known, described and shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling, one (1) private, attached garage and such other out-buildings as are usual and incidental to the use of each lot for single-family residential purposes. No mini barns will be permitted. Lots cannot be resubdivided into two or more building lots without the express, written consent of the Building Committee.
3. No single-family dwelling, garage, out building, swimming pool, tennis court or other recreational facility shall be erected, placed or altered without the prior written approval of the Building Control Committee to be established in accordance with paragraph 6 of these Subdivision Covenants. Such approval shall be obtained prior to commencement of construction and shall take into account restrictions as to the type of materials, exterior facade, design, layout, location, landscaping and finish grade elevations. Approvals will be considered upon the submission of two (2) complete sets of satisfactory plans, including a plot plan, building plans showing floor planning and areas with exterior elevations, specifications, landscape plan and such other data or information as may be reasonably requested, all subject to the following minimum standards:
4. No residence, dwelling house, garage, servant's quarters or other structure of any nature will be permitted to use vinyl or aluminum siding as exterior finish construction material. Single story structures will be required to be a minimum of seventy-five (75) per cent masonry. In the case of structures of more than one story, the first story will be required to be masonry composition. Approval by the Building Control Committee 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.
5. Every single family dwelling, garage or other structure permitted to be constructed or remain on any lot shall be completed on the exterior within one (1) year from the start of construction. Including at least one (1) coat of paint, stain or varnish on any exterior wood surfaces. All such structures must be completed and the site graded and the yard seeded from the street curbs to the rear of the dwelling structure with lines at right angles extended from the rear building corners to the side yard lot lines. The balance of each lot must be seeded and reasonably landscaped within thirty (30) days after completion of dwelling construction.

During the period of construction of any structure on any lot, the lot shall be kept and maintained in a sightly and orderly manner and no trash or other rubbish shall be permitted to accumulate unreasonably on any such lot. All driveways shall be paved with a permanent hard surface material during the construction of the homesite to maintain the integrity of surrounding properties.

6. The Building Committee shall consist of three members, appointed by GTP Development Co., Inc., hereinafter referred to as the Development Company, its successors or assigns. The members of said committee shall be subject to removal at any time with or without written cause. Any vacancies which occur from time to time shall be filled by the Development Company, its successors or assigns. A majority of the said members shall constitute a quorum for an approval or disapproval of any plans submitted and the decision of the majority shall control without exception and their decision shall be final. The 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 set-back lines comply with plat requirements. In the event that the Building Committee does not indicate in writing its approval or disapproval of plans and specifications within a period of 15 days after submission, the Committee shall be deemed to have approved such plans. No charge shall be made to any purchaser of any lot for examination of plans or 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 or 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 done according thereto.

7. No residence or dwelling shall be constructed on any lot or part thereof unless such residence, exclusive of open porches, attached garages and basements shall have a ground floor area of 1,750 square feet if a one story structure, or 2,200 square feet with a structure higher than one story. Determination of sufficiency and adequacy of the term "ground floor area" with respect to single family dwellings of tri-level, bi-level and one and one-half story design shall rest exclusively with the Building Control Committee. Side entry garages are required on ranches under 1,850 square feet.

8. No trailer, mobile home, 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.

9. Easements: There are strips of ground as shown on the within plat marked "Drainage Easements" (D.E.), "Sewer Easements" (S.E.) and "Utility Easements" (U.E.) either separately or in combination of the three, which

are reserved for the use of the public utility companies as follows: "Drainage Easements" (D.E.) are paths and courses for area and local storm drainage, adequate underground conduit, to serve the needs of the ground and/or public drainage system. No structure shall be built upon said easement, which shall obstruct flow 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 Easements shown on this plat in the form of assessments. "Sewer Easements" (S.E.) are created for the sewer utility or its successors of the local government jurisdiction over the storm and sanitary waste disposal and/or county for the purpose of installation and maintenance of sewer lines and all rights and uses specified for sewer lines are part of said system. "Utility Easements" (U.E.) are for the use of all utility companies, not including transpo for the installation and maintenance of mains, ducts, pipes; and also all rights and uses specified for sewer designated. All such easements shall include the right to ingress to and egress from said strips for the exercise reserved.

10. No residence, dwelling house or any other structure shall be erected, placed or permitted to remain on any lot for the purpose of carrying on a business, trade, profession or calling.

11. "Building Lines" (B.L.) are established as shown on this plat and the front lot line no building shall be erected, altered or permitted to remain. No structure or any part built or erected nearer than 8 feet to any side yard line or nearer than 20 feet to any rear lot line.

12. The owners of lots 4 and 34 shall not have access to Cobblestone Road. The owners of lots 1, 2, 3, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 shall have a driveway entrance/exit onto Cobblestone Road. Lot 37 shall have a driveway entrance/exit onto either Cobblestone Road or C

13. No fence, wall, hedge or scrub planting which obstructs elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any lot corner within the street right-of-way, or on any lot corner within the street right-of-way, from the intersection of said street lines, or in the case of a property corner, from the intersection of the street lines. The same sight line limitations shall apply to any lot within the intersection of a street line with the edge of a driveway. No tree shall be permitted to remain within such distances from the street line unless the foliage line is maintained at sufficient obstruction of such sight lines.

14. The owner of any lot in the Development shall at all times be responsible for the maintenance and repair of any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly. Each lot owner shall be responsible for maintaining the "Drainage Easements" over his respective lot. In the event that the owner of any lot in the Development shall fail to maintain improvements situated thereon in accordance with the provisions of these restrictions, the Building Committee shall have the right to enter upon said lot and repair, mow, clean, or perform such other work as may be reasonably necessary to make such lot and improvements conform with the requirements of these restrictions. The cost of such work shall be collected in any manner from the owner or owners as determined by the Building Committee. The Building Committee nor any of its agents, employees or contractors shall be liable for any damage which may result from any work performed thereunder.

15. No noxious or offensive activities shall be carried on any lot, nor shall anything be done thereon which annoys or nuisance to the owners of other lots. No building shall be constructed on any lot which may be destroyed by fire, windstorm or for any other reason and restored to its previous condition within a reasonable time. All debris shall be removed within a reasonable time after destruction.

16. The owner of each lot in the Development shall be entitled to the use and enjoyment of the Common Areas and Community Facilities Community Services Association, Inc., as defined in certain articles of incorporation, recorded on February 5, 1975, as Instrument # 86410, in Book 68, pages 55-74, in the Office of the Recorder of Hendricks County, Indiana and as a precedent to ownership of a lot, covenants and agrees to pay annual charges to the Prestwick Community Services Association, Inc. for the use and enjoyment of Common Areas and Community Facilities.

The amount of the annual charge shall be based on the cost of maintenance of such facilities, exclusive of roadways, storm drainage facilities and sidewalks thereof for the year and based on the number of lots in the subdivision in proportion to the total of all living units in the Planned Unit Development Prestwick, plus all lots in the subdivision. The street lighting and sidewalks within the subdivision, the cost of operation of such facilities shall be shared equally by all owners of lots in the subdivision. Contracts with the public utilities covering maintenance of street lighting will be entered into by the Community Services Association, Inc. on behalf of the lot owners covenants and agrees to pay to Prestwick Community Services Association, Inc. his pro-rata share of the contract charges for the utility company including operation and maintenance of such facilities.

17. No poultry or farm animals shall be kept on any lot, nor shall a resident be prohibited from keeping a usual pet animal properly confined to his particular lot.

18. No camper, motor home, truck, trailer or boat shall be kept on any lot so as to be visible from any open public view.

19. No fencing of any type will be permitted within the street right-of-way for inground pools. Fencing for pools must be a minimum of 4 feet high, constructed of material uniform to principal resid providing a solid visual screen. No chain link fencing will be permitted and all other fencing will require Building Control Committee approval.

20. The right to enforce the within provisions, restrictions and covenants, together with the right to cause the removal of any structure erected or maintained in violation of the provisions of these restrictions, shall be reserved to the owners of the several lots in the subdivision, their heirs or assigns and the Hendricks County Commission and its successors, who shall be entitled to sue

# RESTRICTIVE COVENANTS

ak Sales, Inc., owner of the real estate shown and part of the land described, conveyed by quit claim instrument # 8883, Plat Book 236, pages 525 to 531, of the Recorder of Hendricks County, Indiana on a plat that was laid off, platted and subdivided lot and subdivide said real estate in accordance

known and designated as TURNBERRY, an addition to the Development in Hendricks County, Indiana.

the protection to all present and future owners of the undersigned owner(s) hereby adopts and establishes covenants, each and all inuring to the benefit of any lot or lots in said subdivision, and, binding all the same, each grantor and their heirs, assigns and successors.

in this plat and not heretofore dedicated are hereby dedicated. No parking of any motorized vehicles will be permitted within the development.

subdivision shall be known, described and shall be identical purposes. No structure or building shall be erected or permitted to remain on any lot other than as shown on the plat, and all inuring to the benefit of any lot or lots in said subdivision, and, binding all the same, each grantor and their heirs, assigns and successors.

dwelling, garage, out building, swimming pool, tennis court, etc. shall be erected, placed or altered in approval of the Building Control Committee to be established with paragraph 6 of these Subdivision Covenants. All plans submitted for approval shall include a plot plan, Building Plans showing floor plans, exterior elevations, specifications, landscape plan and information as may be reasonably requested, all in accordance with minimum standards:

dwelling house, garage, servant's quarters or other structure shall be permitted to use vinyl or aluminum siding or other synthetic material. Single story structures will be constructed of masonry. In the event more than one story, the first story will be required to be masonry. Approval by the Building Control Committee to an instrument and stamped approval executed by the person or persons requesting such

any dwelling, garage or other structure permitted to be constructed on any lot shall be completed on the exterior of the structure, including at least one coat of paint or varnish on any exterior wood surfaces. All work shall be completed and the site graded and the yard sodded to the front of the dwelling structure with lines at least one foot from the rear building corners to the side yard. Each lot must be seeded and reasonably landscaped after completion of dwelling construction.

construction of any structure on any lot, the lot shall be maintained in a tidy and orderly manner and no trash or refuse shall be permitted to accumulate unreasonably on any such lot. All lots shall be paved with a permanent hard surface material of the homogeneity to maintain the integrity of the subdivision.

the committee shall consist of three members, appointed by the owner, hereinafter referred to as the Development or assigns. The members of said committee shall be elected for a term of one year, and any vacancy shall be filled by the Development or assigns. A majority of the said members shall have the power to approve or disapprove of any plans submitted for approval and their majority shall control without exception and their decisions shall be final. The Committee shall determine whether the plans and specifications show conformity and harmony with the existing structures in the subdivision and in the vicinity generally as Prestwick, and whether the plans and specifications comply with plat requirements. In the event the Committee does not indicate in writing its approval and specifications within a period of 15 days after the plans are submitted to have approved such plans. No person shall be permitted to purchase or examine plans provided. The Building Committee may allow adjustments of the restrictions hereby established on lots in unnecessary hardship, but any such adjustment shall be granted in conformity with the general intent of these restrictions and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the subdivision. The Building Committee or its agent thereof, shall be responsible in any way for any defects in plans or other materials submitted to it, nor for any damage done according thereto.

dwelling shall be constructed on any lot or part thereof, exclusive of open porches, attached garages and a ground floor area of 1,750 square feet if a one and one-half story structure with a structure higher than one and one-half story. The minimum floor area for single family dwellings of tri-level, bi-level and split level design shall conform exclusively with the Building Code and any other rules and regulations under 1,850 square feet.

any structure, home, shack, tent, basement, garage or other outbuilding, at any time as a residence, temporary or permanent, shall not be of a temporary character be used as a residence.

any strips of ground as shown on the within plat and designated as "Sewer Easements (S.E.)" and "Utility Easements (U.E.)" separately or in combination of the three, which

are reserved for the use of the public 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 fence, shall be built upon said easement, which shall obstruct flow from the area being served. By acceptance of a deed to a lot, each owner covenants and agrees to pay a pro-rata share of the cost to repair and maintain all Drainage Easements shown on this 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 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 to and egress from said strips for the exercise of the other rights reserved.

10. No residence, dwelling house or any other structure shall be used for the purpose of carrying on a business, trade, profession or any other calling.

11. "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. No structure or any part thereof shall be built or erected nearer than 3 feet to any side yard line on either side or nearer than 20 feet to any rear lot line.

12. The owners of lots 4 and 34 shall not have access directly off of Cobblestone Road. The owners of lots 1, 2, 3, 35, 36, 38 and 39 shall have a driveway entrance/exit onto Cobblestone Road. Lot 37 shall have a driveway entrance/exit onto either Cobblestone Road or Cobblestone Place.

13. No fence, wall, hedge or scrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any lot across 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.

14. The owner of any lot in the Development 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 sightly appearance of "Drainage Easements" over his respective lot. In the event that the owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions 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, mow, 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 in any reasonable manner 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 work performed thereunder.

15. No noxious or offensive activities shall be carried on or permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of other lots. Any structure or building permitted to be constructed on any lot which may be in whole or in part destroyed by fire, windstorm or for any other reason shall be rebuilt and restored to its previous condition within a reasonable length of time. All debris shall be removed within a reasonable time after the occurrence.

16. The owner of each lot in the Development shall be entitled to the use and enjoyment of the Common Areas and Community Facilities of Prestwick Community Services Association, Inc., as defined in certain Declaration as supplemented from time to time, recorded on February 5, 1974, as Instrument #6410, in Book 68, pages 53-74, in the Office of the Recorder of Hendricks County, Indiana and as a precedent to ownership of a lot, each owner hereby covenants and agrees to pay annual charges to the Prestwick Services Assoc. Inc. for the use and enjoyment of 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, street lighting, storm drainage facilities and sidewalks 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. The street lighting, storm drainage and sidewalks within the subdivision, the cost of maintenance and operation of such facilities shall be shared equally by each lot owner in the subdivision. Contracts with the public utilities covering operation and maintenance of street lighting will be entered into by Prestwick Community Services Association, Inc. on behalf of the lot owners. 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 including operation and maintenance of aforesaid facilities.

17. 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 lot.

18. No camper, motor home, truck, trailer or boat shall be stored in the open public view.

19. No fencing of any type will be permitted within the Subdivision except for inground pools. Fencing for pools must be a minimum of six (6) feet in height, constructed of material uniform to principal residence exterior and providing a solid visual screen. No chain link fencing will be permitted and all other fencing will require Building Control Committee approval.

20. The right to enforce the within provisions, restrictions and covenants by jurisdiction, 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 Planning Commission and its successors, who shall be entitled to such relief without

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being required to show any damage of any kind to any such owner or owners, by or through and such violation or attempted violation, said provisions (as they may be amended under covenant 22) shall be in full force and effect until it is agreed that the covenants shall terminate in whole or in part.

21. Invalidation of any one of these restrictions or any part thereof by judgment or court order, shall not affect or render the remainder of said restrictions invalid or inoperative.

22. 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 Planning Commission.

Witness our hands and seals this 18<sup>th</sup> day of Feb, 1987.

STATE OF INDIANA )  
 ) SS  
COUNTY OF HENDRICKS)

Appeared before me, the undersigned, a Notary Public, in and for said County and State, Prestwick Sales, Inc., by Terry M. Hamilton and acknowledges the execution of the above and foregoing certificate, as his voluntary act and deed for the uses and purposes therein expressed.

My commission Expires: 4-29-89 Notary Public: [Signature]

Prestwick Sales, Inc. [Signature] Jerry Spackman

By: Terry M. Hamilton  
Terry M. Hamilton, President

Attest: Jerry Gowan  
Jerry Gowan, Treasurer

Under the authority provided by Chapter 283-Acts of 1955 enacted by the General Assembly of the State of Indiana and ordinances adopted by the Board of County Commissioners of the County of Hendricks approved by the Hendricks County Plan Commission at a meeting held the 12 day of JANUARY, 1987.

[Signature] Paul L. Wilson  
President Secretary

