The undersigned Frank A. Peck and Amy M. Peck, husband and wife, being the owners and proprietors of the above described real estate, do certify that they have laid out, platted and subdivided said land into lots, in accordance with the annexed plat above referred to.

1. The use of the parcel herein described shall be limited to a single family dwelling containing not less than 1300 square feet of floor space, exclusive of garage and porch, and shall be constructed of at least (80) percent approved masonry exterior. The remaining portion to be an approved siding.

2. Material for construction such as cinder blocks, cement concrete blocks, volcanic ash blocks, slag blocks and tile, must be covered with brick or stone above ground. No imitation of brick or stone to be used.

3. Materially basement part, brick or stone to be used.
(3) No trailer, basement, tent, shack, garage barn or other out-building erected upon said property shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(4) No outside toilet shall be placed upon any lot in this subdivision.

(5) No mercantile building shall be erected, built or placed on the above described real estate, nor any business of any nature be carried on in a manufacturing, wholesaling or retailing way, nor shall anything be done therein which may become an annoyance or nuisance to the neighborhood.

(6) No farm animals or livestock shall be kept upon said real estate and no domestic animals or pets shall be kept for commercial purposes. No dog kennels will be permitted.

(7) All plans, specifications and work on dwellings must comply with the Hendricks County Building Code and the Hendricks County Board of Sanitation.

(8) No fence of any kind, except living fences, shall be constructed or placed upon any lot in this subdivision between the street line and the front of each residence, excluding porches.

(9) LAND USE & BUILDING TYPE No lot shall be used except for residential purposes, nor shall any lot be further sub-divided. No dwelling shall exceed two stories in height and attached private garage for no less than two cars.

(10) No noxious or offensive activity shall be carried upon any lot in this subdivision.

(11) Buildings must be completed 12 months following the beginning date of construction. Said lots should be owned and kept free of weeds and debris.

(12) Dogs must be kept on a leash or within a pen.

(13) TENURE These covenants are to run with the land and are to be binding upon all parties and all persons holding under them until January 1, 1985, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part.

In no wise affect any of the other provisions which shall be valid in full force and effect. The right to enforce these provisions by injunction, together with the right to cause removal, by due process of law, of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the several owners of the several lots in this subdivision and to their heirs and assigns.

Said real estate shall hereinafter be known as "Breezytop Manor, East of County Road 600 D, and North of County Road 100 North, west of White Lick Creek North of Home Mobile Park, Washington Township Section No. 33, Township 160 Range 2E."

IN WITNESS WHEREOF, the said parties as owners and proprietors of the above real estate, Hendricks County, Indiana, have hereunto set their hands and seals this 5th day of July, 1971.

Amy M. Peck
Frank A. Peck

BREEZTOP MANOR (continued from sheet 1 of 2)

REstrictions

(14) No fences are to be constructed across DRAINAGE STRIPS.

(15) No buildings are to be erected within twenty-five (25) feet of a drainage strip.

(16) Permanent access must be provided for the Hendricks County Drainage Board to maintain and repair drainage strips.

(17) Drainage strips are to be kept mowed as a part of their yard by each lot owner joining said strips.

STATE OF INDIANA

HENDRICKS COUNTY

Before me, the undersigned Notary Public, within and for said State and County, personally appeared Amy M. Peck and Frank A. Peck, husband and wife, as owners and proprietors of the above real estate, Hendricks County, Indiana, and acknowledged the execution of the foregoing certificate and plat to be their own voluntary act and deed.

Dated at INDIANAPOLIS, Indiana, this 8th day of September, 1971.

Notary Public

Approved at a meeting of the HENDRICKS COUNTY PLAN COMMISSION 1971.

Secretary

Chairman