DECLARATION OF COVENANTS

The undersigned, Larry D. Summar, as owner and proprietor of "Creekwood Estates," Hendricks County, Indiana, does hereby this
above, restrict and covenant that the lots in said subdivision to
his/her designee, assigns, successors, heirs, or legal
representatives, and to any person, partnership, banks
associations, and/or anyone who may obtain title to said lots as to
the following terms, stipulations, conditions, restrictions, and
covenants, forever:

1. FULLY PROTECTIVE RESIDENTIAL AREA: The following covenants in
their entirety shall apply to all of "Creekwood Estates," said
subdivision being located in Hendricks County, Indiana.

2. LOT USE: No portion of said real estate shall be used for any
purpose other than single family residential dwelling, nor shall
any of the further subdivided

3. DWELLING SIZE: The ground floor area of the main structure,
exclusive of one story porches and garages shall not be less
than 1,450 square feet in the case of a one story structure, nor
less than 1,000 square feet in the case of a multiple story
structure, with no less than 1,600 square feet of finished floor
area in each multiple story structure.

4. ARCHITECTURAL DESIGN: No building shall be erected, placed,
or altered on any building plot in this subdivision until the
building permit application is received from the architect or
architectural firm. No building shall be erected, placed,
or altered until the building permit application is approved by the
architectural firm. The architect or architectural firm shall submit
its plan to the Architectural Review Board for approval. The
Architectural Review Board shall have the authority to approve or
disapprove such design and location, or to designate a representative
authority. If the Architectural Review Board fails to act upon
any plans submitted to it for its approval within a period of fifteen(15)
days from the submission date of the same, the owner may proceed
with the building according to the plans submitted, unless either
the Architectural Review Board shall direct the owner to any
compensation for services performed pursuant to this covenant.

5. BUILDING LOCATION: No building shall be located on any lot
adjoining the home property line less than the minimum building
setback line, as shown on the recorded plat. No building shall be
located nearer than 10 feet to an interior lot line.

6. DRAINAGE AND UTILITY EASEMENTS: The strips of ground marked
for drainage and utility easements are hereby reserved for the use
of public utilities, not including transportation companies, for the
installation and maintenance of poles, mains, ducts, conduits,
and lines, and for all times to the proper authorities and to the owners
of the easements hereby reserved. The drainage easements may be used by the proper
authorities including the Hendricks County Ditch Board or by any of the,
several express companies or any other sections of this
subdivision for the installation and maintenance of surface or subsurface
drainage. To accomplish said drainage, the existing grade of said easement may be altered to any grade
necessary to accomplish the same. The owner shall allow the drainage
in any manner along said easement.

7. LANDSCAPING: All lots in this subdivision shall be improved with
three(3) deciduous type shade trees within one year of the erection
of a permanent structure. All lots, whether improved or not, shall
be used by any owner or his designated representative a
minimum of once per month, during the month of April through
September.

8. UTILITY BUILDINGS: A utility building may be constructed on each
lot, the maximum size is to be no more than 20 feet by 20 feet, or
the equivalent square footage. The utility building is to be
constructed in such manner as to meet the standards of Construction
as set forth by the Architectural Review Board. The utility building is to be
constructed of 100% wood, if so desired by the lot owner. The
utility building shall be located behind the main dwelling.

9. RENOVATION: No renovation of any nature shall be carried on
in any lot for shall any time be made in any part which may cause
any damage to any lot or structure in the subdivision.
10. TEMPORARY STRUCTURES: No structure of a temporary character, mobile home, recreational vehicle, shed, garage, barn or other outbuilding shall be placed upon any lot or at any time on the premises, either temporarily or permanently. All dwellings must be fully completed upon the exterior before being occupied.

11. ANIMALS: No animals, livestock or poultry shall be raised, bred or kept upon any lot except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

12. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be disposed of by burning or any other equipment for the disposal of such materials. All garbage or other materials shall be kept in a clean and sanitary condition and shall not be used as to create an offensive sight or odor.

13. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards and recommendations of the Hendricks County Board of Health. Approval of such system shall be obtained from said authority. If, in the future, public sewage disposal facilities are made available to the lot owner, through which the facilities within two (2) years of the date of recorded plat of enforcement of this covenant is hereby granted to the Hendricks County Plan Commission, its successors or assigns.

14. WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Hendricks County Board of Health. Approval of such system shall be obtained from said authority. If, in the future, public water facilities are made available to the lot owner in this subdivision, no owner therein shall attach to such facilities within two (2) years of the date of recorded plat of enforcement of this covenant is hereby granted to the Hendricks County Plan Commission, its successors, or assigns.

15. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any lot within the triangular area formed by the street property lines, and a line connecting the length 20 feet from the intersections of the street lines, and in case of a curved street property lines from the intersection of the street property lines extending the sight line limit 20 feet from the intersection of a street property line with the edge of a driveway or alley placement. No trees shall be permitted to remain within such distance of such intersections unless the tree is maintained at a sufficient height to prevent obstruction of such sight lines.

16. CULVERT PIPES: The owner of each lot shall be responsible for the installation and maintenance of any and all culvert pipes to be placed on any lot. The size of such culvert pipes shall in all cases, be not less than the minimum requirements of the state or county specification, whichever shall apply. However, in no case shall culvert pipe be any less than 12 inches.

17. FENCES: No fence shall be erected on or along any lot lines, nor on any lot, the purpose or result of which will be to obstruct reasonable view, light or air, and all fences shall be kept in good repair and maintained in a clean and sanitary condition and during the same period of time as the fences shall not be maintained higher than 4 feet.

18. STORAGE TANKS: Oil or gas storage tanks shall be either buried or located in a manner to prevent any such tank from being visible.

19. SIGNS: No signs of any kind shall be displayed to the public view upon any lot, except for signs placed for advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period. Except that any sign required by law may be displayed.

20. ENFORCEMENT: Any violation of the covenants, or any part thereof, shall be deemed a violation of the covenants and violators of the covenants or any part thereof shall be subject to the penalties specified in this section for such violations.

21. LANDMARKS: No landmarks are to go with the land and shall be binding conditions. No landmarks, including trees, bushes, vines, fences, or other items, shall be removed without written permission of the owner.
22. SEVERABILITY: Invalidation of any one of these covenants, by court order, shall in no way, or for any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said party of the first part, Larry D. Summers, as owner and proprietor of the above described subdivision, has hereunto set his hand and seal this the 8th day of June, 1974.

Larry D. Summers
STATE OF INDIANA
COUNTY OF HENDERICKS

Before me, the undersigned, a Notary Public within and for said County and State, personally Larry D. Summers, as owner and proprietor of the above described subdivision, acknowledged the execution of the above and foregoing Protective Covenants as his voluntary act and deed.

Witness My Hand and Seal, this 8th day of June, 1974.
My Commission Expires: 5/27/78

[Signature]
Notary Public

**Map Description**

The undersigned, being the owner(s) of real estate located in Brown Township, Hendricks County, Indiana, do hereby dedicate and declare that the board of commissioners of Hendricks County, Indiana, is hereby authorized to construct, maintain, and use for public highway purposes, the said right-of-way easement being more particularly described as follows:

40 ft. wide by parallel lines, off of and across the north 3rds of the Section 19, Township 17, Range 2E, of the Second Principal Meridian in Hendricks County, Indiana, as shown on this date by the books and records in the Hendricks County Recorder's Office, and, for the purpose of further implementing and making available said right-of-way, individually and severally, release and save harmless the board of commissioners of Hendricks County, Indiana, in the removal of all fences, structures, ditches, and vegetation lying upon or within the easement as dedicated herein.

In Witness Whereof, the Grantor(s) has (have) executed this Right-of-Way Grant and Easement this 8th day of June, 1974.

[Signature]
[Signature]

DATE OF GRANT
ENTERED FOR RECORD

JUN 17 1974

[Notary Public]
[County Recorder]
WHEREAS, Larry D. Sumner, an owner and proprietor of "Creekwood Estates" Hendricks County, Indiana has executed an indenture, which restricts and covenants the lots in said subdivision to himself and his grantees, assignees, successors, heirs, or legal assignee and/or anyone who may obtain title to said lots which Declaration of Covenants, which covenants have been recorded in the office of the Recorder of Hendricks County, Indiana on June 17, 1974 in Book 68, Page 3479, and,

WHEREAS, Larry D. Sumner is still the owner and proprietor of Creekwood Estates and,

WHEREAS, Larry D. Sumner proposes to amend Covenant Number Three (3) of Declaration of Covenants,

NOW therefore said Covenant Number Three (3) is amended to read as follows:

Dwelling Size: The ground floor area of the main structure, exclusive of one story porch and garage shall not be less than 1750 square feet in the case of a one story structure, nor less than 1500 square feet in the case of a multiple story structure, with no less than 2000 square feet of finished floor area in each multiple story structure.

IN WITNESS WHEREOF, the said party an owner and proprietor of the above described subdivision has hereunto set his hand and seal this the 17th day of March, 1975.

[Signature]

STATE OF INDIANA )
HENDRICKS COUNTY )

Before me, the undersigned, a Notary Public within and for said County and State, personally appeared Larry D. Sumner, the owner and proprietor of the above described subdivision and acknowledged the execution of the above and foregoing Amendment to Declaration of Covenants.
Waiver of Restrictive Covenant

Marcia Abbott
Creekwood Estates, Brown Township, Hendricks County, Indiana, as per plat thereof recorded June 17, 1974, in Plat Book 9, Page 12, in the records of the Hendricks County Recorder's Office, do hereby agree and consent to a waiver of Restrictive Covenant Number 5 as said Restrictive Covenants appear in the records of the office of the Recorder of Hendricks County, Indiana, in Misc. Record Book 66 at page 54179 as the same pertain to Lot #16 in said subdivision insofar as the front building set back line is concerned and agree that the house as it now exists on said lot shall not be in violation of said Restrictive Covenant.

Dated this 13th day of January, 1976.

Larry D. Summers
Howard L. Inabnitt
Betty L. Inabnitt
Alfred F. Crediford
Alta V. Crediford
Thomas G. Bell, Jr.
Verda Janet Bell
Parker Construction Inc., by John M. Parker, President.

Before me, a Notary Public in and for said County State, personally appeared Larry D. Summers, Howard L. Inabnitt, Betty L. Inabnitt, Alan F. Crediford, Alta V. Crediford, Thomas G. Bell, Jr., Verda Janet Bell and Parker Construction Inc., by John M. Parker, President.

who acknowledged the execution of the foregoing Instrument, and who, having been duly sworn, stated that any representations herein contained are true.

Witness my hand and Notarial Seal this 13th day of January, 1976.

My Commission Expires: 4-17-77

Signature Notary Public
Kenneth J. Kates
Printed

This instrument was prepared by R. Steven Keck, attorney at law.