Subdivision Covenants and Restrictions

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"GLENBROOK RESTRICTIVE CONVENTANTS"

THE UNDERSIGNED, KEITH E. COOK AND MARLENE K. COOK, AS OWNERS AND PROPRIETORS OF "GLENBROOK" LOCATED IN WASHINGTON TOWNSHIP, HENDRICKS COUNTY, INDIANA, DO HEREBY MAKE THIS INDENTURE, RESTRICT AND COVENANT THE LOTS AND OTHER AREA WITHIN THE BOUNDARIES IN SAID SUBDIVISION TO THEMSELVES AND THEIR GRANTEES, ASSESSEE, ASSIGNS, SUCCESSORS, HEIRS, LEGAL REPRESENTATIVES, AND TO ANY PERSON, PERSONS, CORPORATIONS, BANKS AND ASSOCIATIONS, AND/OR ANYONE WHO MAY OBTAIN TITLE TO SAID LOTS AS TO THE FOLLOWING TERMS, STIPULATIONS, CONDITIONS, RESTRICTIONS, AND COVENANTS TO-WIT:

(1) FULLY PROTECTIVE RESIDENTIAL AREA: THE FOLLOWING COVENANTS, IN THEIR ENTIRETY SHALL APPLY TO ALL OF "GLENBROOK", SAID SUBDIVISION BEING LOCATED IN WASHINGTON TOWNSHIP, HENDRICKS COUNTY, INDIANA.

(2) LAND AND BUILDING TYPE: NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES, NOR SHALL ANY LOT BE SUBDIVIDED NO BUILDING SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE SINGLE FAMILY DWELLING NOT TO EXCEED TWO STORIES IN HEIGHT AND A PRIVATE ATTACHED GARAGE FOR NOT MORE THAN FOUR CARS. IN THE EVENT THE PURCHASER SHOULD BUY TWO LOTS WITH THE PURPOSE OF BUILDING ONE SINGLE FAMILY DWELLING ACROSS THE LOT LINE, THE LOT LINE RESTRICTIONS SHALL NOT APPLY TO THE BOUNDARY LINES DIVIDING ANY TWO SAID LOTS.

(3) DWELLING SIZE: THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE ON ONE STORY PORCHES AND GARAGES SHALL NOT BE LESS THAN 1600 SQUARE FEET IN THE CASE OF A ONE STORY STRUCTURE, NOT LESS THAN 900 SQUARE FEET IN THE CASE OF A MULTI-STORY STRUCTURE, WITH NO LESS THAN 1700 SQUARE FEET OF FINISHED FLOOR AREA IN SUCH MULTIPLE STORY STRUCTURE

(4) ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL: NO BUILDING, FENCE, WALL, OR OTHER STRUCTURE SHALL BE ERECTED, PLACED AND ALTERED ON ANY BUILDING PLOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS, SPECIFICATIONS AND PLOT PLAN SHOWING THE LOCATION OF SUCH STRUCTURES HAVE BEEN APPROVED AS TO THE CONFORMITY AND HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURE HEREIN AND AS TO THE BUILDING WITH RESPECT TO TOPOGRAPHY AND FINISHED GROUND ELEVATIONS BY AN ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE. ALSO THE PROPOSED LOCATION OF WELLS, SPETIC SYSTEMS, DESTRUCTION OF TREES AND VEGETATION AND ANY OTHER SUCH MATTER AS MAY AFFECT THE ENVIRONMENT AND ECOLOGY OF THE "GLENBROOK" AREA SHALL BE THE PROPER CONCERN OF THE COMMITTEE. THIS COMMITTEE SHALL BE COMPOSED OF THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED REAL ESTATE, OR BY THEIR DUTY AUTHORIZED REPRESENTATIVES. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF SAID COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATIONS, OR TO DESIGNATE A REPRESENTATIVE WITH LIKE AUTHORITY. THE COMMITTEE'S APPROVAL OR DISAPPROVAL, AS REQUIRED IN THIS COVENANT SHALL BE IN WRITING. IN THE EVENT THAT SAID WRITTEN APPROVAL IS NOT RECEIVED FROM THE COMMITTEE WITHIN 14 DAYS FROM THE DATE OF SUBMISSION, IT SHALL BE DEEMED THAT THE COMMITTEE HAS DISAPPROVED THE PRESENTED PLAN. NEITHER THE COMMITTEE MEMBERS NOR THE DESIGNATED REPRESENTATIVES SHALL BE INTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT.

(5) BUILDING CONSTRUCTION: ANY BUILDING, ONCE APPROVED AND UNDER CONSTRUCTION MUST BE COMPLETED WITHIN ONE(1) YEAR FROM THE TIME CONSTRUCTION WAS STARTED. NO BUILDING SHALL BE ON ANY LOT NEARER TO THE FRONTSIDE PROPERTY LINE THAN THE MINIMUM BUILDING SET-BACK LINES, AS SHOWN ON THE RECORDED PLAT.

6/16/97, Sept. 27, 1980
For Amendment

[Signature]

Marilyn Albritt
RECORD HENDRICKS COUNTY

ENTERED FOR RECORD

6/8/1980
Marilyn Albritt
RECORD HENDRICKS COUNTY

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DRAINAGE AND UTILITY EASEMENTS: The strips of ground marked drainage and utility easements are hereby reserved for the use of public utilities, not including transportation companies, for installation and maintenance of poles, mains, ducts, lines and wires and subject at all times to the proper authorities and to the easements herein granted and reserved. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time said transmission line is to be constructed. The drainage easements may be used by the proper authorities including the Hendricks County Ditch Board or by any of the several owners of this subdivision or any other sections of this subdivision for the installation and the maintenance of either surface or subsurface drainage. To accomplish said drainage, the existence grade of said easement may be altered to any grade necessary. In no situation shall any owner block the drainage in any manner along said drainage swales. This covenant hereby grants the Hendricks County Ditch Board the authority to accept all drainage and utility easements for the purposes of establishing legal drain.

LANDSCAPING: All lots, whether improved or not, shall be mowed by the owner of the lot or their designated representative a minimum of once per month during the months of April through September.

UTILITY BUILDING: A utility building may be constructed on each lot, if approved by the Architectural and Environmental Control Committee. This utility building is to be constructed in such manner as to meet the standards of construction as used in the construction of the house. The utility building shall be located behind the main dwelling and in no instance shall the utility building be located in front or at the side of the main dwelling.

VEHICLE PARKING: No vehicle shall be allowed to park on any street within said subdivision except for a reasonable length of time when the vehicle is being used for delivery or pickup purposes.

RECREATIONAL VEHICLES, BOATS AND NON-USED OR NON-OPERATIONAL VEHICLES SHALL BE KEPT IN EITHER THE DWELLING GARAGE, BASEMENT, OR UTILITY BUILDING.

BUSINESSES: No mercantile building shall be erected, built, or placed on the said described real estate, nor any business of any nature be carried on in a manufacturing, wholesaling, or retailing nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

NUISANCES: No noxious or offensive activity shall be carried out on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES: No structure of a temporary character, mobile home, basement, tent, shed, garage, barn or other outbuildings shall be used upon any lot at any time as a residence, either temporarily or permanently. All dwelling must be fully completed upon the exterior before being occupied.

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 kept except in sanitary containers. Said garbage, trash, or other waste shall be disposed of weekly by a refuse collection service, designated by the above mentioned Architectural and Environmental Control Committee or the Home Owners Organization if established. No burning of any waste, including leaves, shall be allowed except by an indoor incinerator approved by said committee. Any equipment for the storage and disposal of rubbish shall be kept in a clean and sanitary condition and shall not be so used as to create an offensive sight or odor.
(15) ANIMALS: NO ANIMALS, LIVESTOCK OR POULTRY SHALL BE RAISED, BRED, OR KEPT UPON ANY LOT EXCEPT THAT DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT KEPT, BREED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES.

(16) 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 OF THIS SUBDIVISION, EACH OWNER THEREIN SHALL ATTACH TO SUCH FACILITIES WITHIN TWO (2) YEARS OF THE AVAILABILITY DATE. RIGHT OF ENFORCEMENT OF THIS COVENANT IS HEREBY GRANTED TO THE HENDRICKS COUNTY PLAN COMMISSION, ITS SUCCESSORS OR ASSIGNS.

(17) 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 SYSTEMS SHALL BE OBTAINED FROM SAID AUTHORITY. IF, IN THE FUTURE, PUBLIC WATER FACILITIES ARE MADE AVAILABLE TO THE LOT OWNERS IN THIS SUBDIVISION, EACH OWNER THEREIN SHALL ATTACH TO SUCH FACILITIES WITHIN TWO (2) YEARS OF THE AVAILABILITY DATE. RIGHT OF ENFORCEMENT OF THIS COVENANT IS HEREBY GRANTED TO THE HENDRICKS COUNTY PLAN COMMISSION, ITS SUCCESSORS OR ASSIGNS.

(18) SIGHT DISTANCE AT INTERSECTIONS: NO FENCE, WALL, HEDGE, OR SHRUB PLANTING WHICH OBTURATES SIGHT LINES AT ELEVATIONS BETWEEN TWO AND SIX FEET ABOVE THE ROADWAYS, 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 THEM AT POINTS 25 FEET FROM THE INTERSECTIONS OF THE STREET LINE, OR IN CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET PROPERTY LINES EXTENDED. THE SAME SIGHT LINE LIMITATIONS SHALL APPLY ON ANY LOT WITHIN 10 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 FOILAGE LINE IS MAINTAINED AT A SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES.

(19) DRIVEWAYS: ALL DRIVEWAYS SHALL BE PAVED WITH EITHER A CONCRETE OR ASPHALT SURFACE WITHIN ONE YEAR AFTER COMPLETION OF HOME.

(20) FENCES: NO FENCE SHALL BE ERECTED ON OR ALONG ANY LOT LINE, 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 ERECTED REASONABLY SO AS TO ENCLOSE THE PROPERTY AND DECORATE THE SAME WITHOUT HINDERANCE OR OBSTRUCTION TO ANY OTHER PROPERTY. NO FENCE SHALL BE ERECTED BETWEEN THE FRONT PROPERTY LINES AND THE BUILDING SETBACK LINE OTHER THAN A FENCE OF A DECORATIVE NATURE NOT EXCEEDING THREE (3) FEET SIX (6) INCHES IN HEIGHT AND THEN ONLY IF APPROVED BY THE ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE.

(21) STORAGE TANKS: OIL OR GAS STORAGE TANKS SHALL BE EITHER BURIED OR LOCATED IN A HOUSE OR GARAGE AREA.

(22) SIGNS: NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW UPON ANY LOT, EXCEPT THAT ONE SIGN OF NOT MORE THAN 5 SQUARE FEET, ADVERTISING THE PROPERTY FOR SALE OR 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.

(23) HUNTING OR TRAPPING: NO HUNTING OR TRAPPING SHALL BE ALLOWED ON ANY LOT OR OTHER AREA WITHIN THE BOUNDARIES OF "GLENBROOK".
(24) ENFORCEMENT: IF THE PARTIES HERETO, OR ANY OF THEM, THEIR HEIRS OR
ASSIGNEES SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS
HEREIN, IT SHALL BE LAWFUL FOR ANY PERSON, OR PERSONS OWNING ANY LOT
OR LOTS IN SAID SUBDIVISION TO PROSECUTE BY ANY PROCEEDING AT LAW OR
EQUITY THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY
SUCH COVENANT AND EITHER TO PREVENT HIM OR THEM FROM DOING OR TO
RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. A VIOLATION OF ANY
RESTRICTION HEREIN WILL NOT RESULT IN REVERSION OR FORFEITURE OF TITLE.

(25) TERM: THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING
ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF 25
YEARS FROM THE DATE THAT THESE COVENANTS ARE RECORDED, AFTER WHICH TIME
SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS
OF 10 YEARS, UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN
OWNERS OF THE LOTS HAS BEEN RECORDED AGREEING TO CHANGE SAID COVENANTS
IN WHOLE OR PART.

(26) SEVERABILITY: INVALIDATION OF ANY ONE OF THESE COVENANTS, BY COURT ORDER,
SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS, WHICH SHALL REMAIN
IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF: THE SAID PARTY AS OWNERS AND PROPRIETORS OF THE ABOVE
DESCRIBED SUBDIVISION HAS HERETO SET THEIR HANDS AND SEALS THIS
15th DAY OF JULY 1980.

[Signature]
KEITH E. COOK

[Signature]
MARLENE K. COOK

STATE OF INDIANA               )

COUNTY OF HENDRICKS            ) SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY
AND STATE, PERSONALLY APPEARED KEITH E. COOK AND MARLENE K. COOK DO
ACKNOWLEDGE THE EXECUTION OF THE ABOVE AND FOREGOING PROTECTIVE COVENANTS
AS THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND SEAL, THIS 15th DAY OF JULY, 1980

[Signature]
WARREN A. SPARKS

NOTARY RESIDES IN MARION COUNTY

NOTARY PUBLIC
This Land Contract ("Contract") has been executed this 16th day of July, 1980, by PHILLIP M. HENSLEY, SR. and MARTHA L. HENSLEY, Husband and Wife ("Vendor"), and JOHN R. HUIZENGA and LINDA J. HUIZENGA, Husband and Wife ("Purchaser"); WITNESSETH that the parties agree as follows:

Vendor hereby sells to Purchaser, and Purchaser hereby purchases from Vendor, the following described real estate, together with all improvements thereon or belonging thereto, located in Hendricks County, Indiana ("Real Estate"), being more particularly described as follows:

See Legal Description, attached hereto, made a part hereof, and marked as Exhibit "A".

More commonly known as 1311 North Branch Road, Mooresville, Indiana.

all upon the following covenants, terms, and conditions:

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1. PURCHASE PRICE AND MANNER OF PAYMENT.

(a) PURCHASE PRICE. The Purchase Price for the Real Estate shall be the sum of Fifty Seven Thousand Dollars ($57,000.00) ("Purchase Price"), which Purchaser agrees to pay Vendor in accordance with the terms and conditions of this Contract, without relief from valuation and appraisalment laws, and with reasonable attorneys' fees after default and referral to attorney for collection.

(b) MANNER OF PAYMENT. The Purchase Price shall be paid in the following manner:

(1) The sum of Thirty-Five Thousand Dollars ($35,000.00) shall be paid by Purchaser to Vendor, upon execution and delivery of this Contract to Purchaser by Vendor, and Vendor acknowledges receipt of such payment.

(2) The remaining unpaid principal balance of the Purchase Price in the amount of Twenty-Two Thousand Dollars ($22,000.00) ("Contract Balance") shall be paid to Vendor by Purchaser, together with interest at the rate of Eight and One-Half Percent Percent (8 1/2%) per annum ("Per Annun Rate"), as follows:

(i) With interest at the Per Annun Rate computed monthly at the per annum rate of Eight and One-Half Percent (8 1/2%) as herein provided, in equal monthly installments of One Hundred Ninety and 92/100 Dollars ($190.92) per month, which installment payments shall commence thirty (30) days from the date of execution of this contract, and succeeding payments shall be made on the same day of each month thereafter, until the Contract Balance and all accrued interest thereon has been paid in full. Interest shall be computed monthly on the unpaid balance until the Contract Balance and all accrued interest thereon has been paid in full.

(ii) The Contract Balance and all accrued interest shall be paid in full on or before twenty (20) years from date of execution of this contract.
(3) Purchaser may not make prepayments of any amount during the first three years of this contract. However, at any time three years after execution of this contract the Purchaser may make prepayments of any amount due hereunder without penalty or premium. No partial prepayment of the Contract Balance shall relieve Purchaser from continuing to make scheduled payments as they become due and payable. All payments made by Purchaser, including prepayments, shall be applied first to interest due and payable and the balance, if any, to principal.

(4) All payments shall be made to Vendor at 1830 Eisenhower Drive, Speedway, Indiana 46224, or to such other place or person as Vendor may direct by written notice to Purchaser.

2. TAXES AND INSURANCE.

(a) TAXES. Purchaser shall pay the taxes on the Real Estate beginning with the real estate taxes for 1979, due and payable on November, 1980, and all installments of taxes payable thereafter. Vendor covenants and agrees to pay, prior to delinquency, all real estate taxes on the Real Estate due and payable prior to November, 1980. Purchaser, upon written notice to Vendor and at Purchaser's expense, may contest on Vendor's and Purchaser's behalf, any changes of the assessed valuation of the Real Estate. Vendor shall forward or cause to be forwarded to Purchaser a copy of all statements for real estate taxes on the Real Estate payable by Purchaser, as received, and Purchaser shall provide to Vendor upon request evidence of payment of such taxes.

(b) ASSESSMENTS. Purchaser shall pay all assessments for municipal and other improvements becoming a lien after the date of execution of this Contract.

(c) INSURANCE. Purchaser agrees to procure from and maintain with, a responsible insurer, fire and extended coverage insurance on all improvements on the Real Estate, in an amount not less than the replacement value of the improvements on the Real Estate, and to procure and maintain casualty and liability insurance in the amount currently maintained in force on the Real Estate by the Vendor ("Required Insurance"). The Required Insurance shall be issued in the names of Purchaser and Vendor, as their respective interests may appear, and shall provide that the insurer may not cancel or materially change coverage without ten (10) days' prior written notice to Vendor. Purchaser shall provide Vendor with such proof of insurance coverages as Vendor from time to time shall reasonable request. Except as otherwise may be agreed in writing, any insurance proceeds received as payment for any loss of or damage to the Real Estate covered by Required insurance shall be applied to restoration of the loss or damage in such manner as Vendor reasonably may require, unless such restoration and repair is not economically feasible or there exists an uncured Event of Default by Purchaser under this Contract on the date of receipt of such proceeds, in which event, the proceeds may be applied, at Vendor's option, toward prepayment of the Contract Balance, with any excess to be paid to Purchaser.

(d) ESCROW DEPOSITS. Purchaser shall deposit with the Vendor each month, commencing with the first monthly payment, a sum equal to one-twelve (1/12th) of the annual taxes levied against the real estate, as estimated by the Vendor (Note: At the time of execution of this contract, said monthly tax payment shall be $ 300.00 ). Such deposits shall be held without interest by the Vendor, and the taxes shall be paid therefrom as they become due and payable. The Vendor assumes no responsibility for the payment of any such taxes, except to the extent of the escrow deposits made by Purchaser, or for the correctness and validity of any taxes so paid. If such deposits are less than the amount required for the payment of taxes the Purchaser shall immediately pay such deficiency to the Vendor. Upon failure of Purchaser to make such deposits for the payment of taxes, Vendor, upon written notice to the Purchaser, may pay such taxes and add the costs thereof to the Contract Balance. In the event of default by Purchaser, the balance of said deposits remaining in the hands of the Vendor may be applied on the indebtedness of the Purchaser.
3. POSSESSION. Vendor shall give Purchaser full and complete possession of the Real Estate thirty (30) days after execution of this Contract.

4. EVIDENCE OF TITLE.
   (a) Vendor has furnished to Purchaser, at Vendor's expense, a binder for an owner's policy of title insurance issued by Chicago Title Insurance Company ("Title Binder") by which such title insurance company has agreed to insure, in the full amount of the Purchaser Price, merchantable title to Purchaser as a contract purchaser upon execution and delivery of this Contract to Purchaser by Vendor. Upon execution of this Contract, Purchaser and Vendor, Vendor shall pay all unpaid premiums for such title insurance. Any further evidence or assurance of title shall be obtained by Purchaser at Purchaser's expense.

5. WARRANTIES OF VENDOR. Vendor hereby warrants that Vendor has good and merchantable title to the Real Estate, free and clear of any and all liens, leases, restrictions and encumbrances, except as follows:
   (a) Easements and restrictions of record as disclosed in the Title Binder.
   (b) Current real estate taxes not yet delinquent.

Vendor further represents and warrants the following as of the date hereof: Vendor has made no contract to sell all or a part of the Real Estate to any person other than the Purchaser; Vendor has not given any person an option, which is presently exercisable, to purchase all or any part of the Real Estate; there are no unpaid claims for labor done upon or materials furnished for the Real Estate in respect of which liens have been or may be filed; the improvements upon the Real Estate are all located entirely within the bounds of the Real Estate, and there are no encroachments thereon; there are no existing violations of any existing ordinances or other restrictions applicable to the Real Estate; there is no judgment of any court of the State of Indiana or of any court of the United States that is or may become a lien on the Real Estate; and Seller is neither principal nor surety on any bond payable to the State of Indiana.

6. VENDOR'S RIGHT TO MORTGAGE REAL ESTATE. Vendor shall not have the right, without Purchaser's consent to encumber the Real Estate with a mortgage. Any such mortgage by its terms shall be subordinate to the rights of Purchaser under this Contract. In all events, the balance due in respect of any such mortgage at no time shall exceed the unpaid balance of the Purchase Price. If Vendor encumbers the real estate by a mortgage, or if any real estate is on the date of this contract so encumbered, and Vendor defaults thereunder, Purchaser shall have the right to cure such default and to deduct the cost thereof from the next payment or payments due under this Contract. Vendor shall pay all amounts due under any such mortgage when due and shall pay, discharge, and obtain the release of any such mortgage upon Purchaser's payment in full of the contract balance and all interest accrued thereon.

7. TRANSFER OF PURCHASER'S INTEREST - CONDEMNATION. Purchaser's interest in this Contract and Purchaser's interest in the Real Estate may not be sold, assigned, pledged, mortgaged, encumbered or transferred by Purchaser without the written consent of Vendor. If the Real Estate or any part thereof is taken or damaged pursuant to an exercise or threat of exercise of the power of eminent domain, the entire proceeds of the award or compensation payable in respect of the part so taken or damaged are hereby assigned to and shall be paid directly to Vendor. Such proceeds shall be applied, at Vendor's option and without premium, in part or entirely as a prepayment of the Contract Balance or to restoration of the Real Estate provided, however, that if by electing to apply such award or compensation against the Contract Balance, the Contract Balance is paid in full, then Vendor shall pay the balance to Purchaser.
8. **MECHANIC'S LIENS.** Purchaser shall not permit any statement of Intention to hold a Mechanic's lien to be filed against the Real Estate nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Purchaser. If such Statement of Intention to hold a Mechanic's Lien shall be filed, Vendor, at Vendor's option, may compel the prosecution of a suit or the foreclosure of such Mechanic's Lien by the lienor. If any such Statement of Intention to hold a Mechanic's Lien shall be filed and an action commenced to foreclose the lien, Purchaser, upon demand by Vendor, shall cause the lien to be released at Purchaser's expense by the filing of a written undertaking with a surety approved by the Court and obtained an order from the Court releasing the property from such lien. Nothing in this instrument shall be deemed or construed to constitute consent to, or a request to any party for the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Real Estate; nor as giving Purchaser the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid mechanic's lien.

9. **INDEMNIFICATION AND RELEASE.** Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon Vendor, Purchaser shall indemnify and hold harmless Vendor from and against all damages, claims and liability arising from or connected with Purchaser's control or use of the Real Estate including, without limitation, any damage or injury to person or property. This indemnification shall not include any matter for which the Vendor is effectively protected against by insurance. If Vendor without fault, shall become a party to litigation commenced by or against Purchaser, then Purchaser shall indemnify and hold Vendor harmless. The indemnification provided by this paragraph shall include all legal costs and attorney's fees incurred by Vendor in connection with any such claim, action or proceeding. Purchaser hereby releases Vendor from all liability for any accident, damages or injury caused to person or property on or about the Real Estate whether or not due to negligence on the part of Vendor and notwithstanding whether such acts or omissions be active or passive.

10. **USE OF THE REAL ESTATE BY PURCHASER; VENDOR'S RIGHT OF INSPECTION; PURCHASER'S RESPONSIBILITY FOR ACCIDENTS.**

   (a) **USE.** The Real Estate may not be rented to, leased to or occupied by persons other than Purchaser. None of the improvements now or hereafter located on the Real Estate shall be materially changed, remodeled, or altered without the prior written consent of Vendor. No additional improvements shall be placed on the Real Estate without the prior written consent of Vendor. Purchaser, at Purchaser's expense, shall use the Real Estate and the improvements thereon carefully and shall keep the same in good repair. Purchaser and persons holding under Purchaser shall not commit substantial waste on the Real Estate and, with respect to occupancy and use of the Real Estate, shall comply with all laws, ordinances, and regulations of any governmental authority having jurisdiction thereof.

   (b) **VENDOR'S RIGHT OF INSPECTION.** Until the Purchase Price and all interest thereon is paid in full, Vendor from time to time and at reasonable times, peaceably may enter and inspect the Real Estate.

   (c) **PURCHASER'S RESPONSIBILITY FOR ACCIDENTS.** Purchaser hereby assumes all risk and responsibility for accident, injury or damage to person and property arising from Purchaser's use and control of the Real Estate and the improvements thereon. Purchaser shall insure such risk by carrying standard liability insurance, in such amounts as are satisfactory to Vendor, insuring the Vendor's liability as well as the Purchaser's.
11. **DEFAULT AND ACCELERATION.** It is expressly agreed by Purchaser that time is of the essence of this Contract. Upon the occurrence of any Event of Default, as hereinafter defined, and at any time thereafter, the entire Contract Balance, and all accrued, unpaid interest thereon, shall, at the option of Vendor become immediately due and payable without any notice, presentment, demand, protest, notice of protest, or other notice or dishonor or demand of any kind, all of which are hereby expressly waived by Purchaser, and Vendor shall have the right to pursue immediately any and all remedies, legal or equitable, as are available under applicable law to collect such Contract Balance and accrued interest thereon, and to exercise the warranties and representations contained in this Land Contract, and as may be necessary or appropriate to protect Vendor's interest under this Contract and in and to the Real Estate. The following shall each constitute an "Event of Default" for purposes of this Contract:

(a) Default by Purchaser for a period of sixty (60) days in the payment of (i) any installment of the Purchase Price when due under the terms of this Contract, (ii) any installment of real estate taxes on the Real Estate, or (iii) any premium for insurance required by the terms of this Contract to be maintained by Purchaser;

(b) Default, for a period of sixty (60) days after written notice thereof is given to Purchaser, in the performance or observation of any other covenant or term of this Contract;

(c) Lease or encumbrance of the Real Estate or any part thereof, other than as expressly permitted by this Contract, or the making of any levy, seizure or attachment thereof or thereon or a substantial, uninsured loss of any part of the Real Estate;

(d) Purchaser (i) institutes or consents to any proceedings in insolvency or bankruptcy, or for the adjustment, liquidation, extension or composition or arrangement of debts or for any other relief under any bankruptcy or insolvency law or law of reorganization of debtors, (ii) is adjudicated a bankrupt, files an answer admitting bankruptcy or insolvency or in any manner is adjudged insolvent, or (iii) makes an assignment for the benefit of creditors or admits in writing inability to pay debts as they become due;

(e) Any part of Real Estate or all or a substantial part of the property or assets of Purchaser is placed in the hands of any receiver, trustee or other officers or representatives of any court, or Purchaser consents, agrees or acquiesces to the appointment of any such receiver or trustee;

(f) Desertion or abandonment of the Real Estate, or any part thereof, by Purchaser;

(g) Actual or threatened alteration, demolition or removal of any improvements which are a part of the Real Estate, except as expressly allowed by the terms of this Contract; or sale, transfer, conveyance or other disposition of Purchaser's interest in this Contract or Purchaser's interest in the Real Estate, or any part thereof, without Vendor's prior written consent.

All of Vendor's remedies shall be cumulative and not exclusive. Failure of Vendor to exercise any remedy at any time shall not operate as a waiver of the right of Vendor to exercise any remedy for the same or any subsequent default at any time thereafter.

11A. **LATE PAYMENT PENALTY.** If Purchaser is more than five (5) days late with the monthly payment to Vendor, there will be a $15.00 penalty assessed for said late payment which will be due and payable to Vendor immediately.

12. **ADDITIONAL COVENANTS AND REPRESENTATIONS OF VENDOR.**

Upon Payment by Purchaser of the Purchase Price in full, with all interest accrued thereon, and the performance by Purchaser of all covenants and conditions which by the terms of this Contract are to be performed by Purchaser, Vendor agrees and covenants to convey the Real Estate to Purchaser by General Warranty Deed, subject only to the real estate taxes, liens, encumbrances and restrictions of record as of the date of this Contract; to the rights of persons in possession; to the lien of all taxes and assessments payable by Purchaser hereunder; and to any other encumbrances which, by the terms of this Contract, are to be paid by Purchaser.
13. **GENERAL AGREEMENT OF PARTIES.** This Contract shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. When applicable, use of the singular form of any word also shall mean or apply to the plural. Any notices to be given hereunder shall be deemed sufficiently given when (a) actually served on the person to be notified, or (b) placed in an envelope directed to the person to be notified at the following address and deposited in the United States mail by certified or registered mail, postage prepaid. (1) If to Vendor, at the address at which payments to Vendor are to be made. (2) If to Purchaser, at 1311 North Branch Road, Mooresville, Indiana.

Note: Addresses may be changed by either party by written advice as to the new address delivered to the other party as above provided.

Whenever consent is required of either party hereunder for the occurrence of any act, such consent shall not unreasonably be withheld.

14. **RECORDING.** This agreement may be recorded by Purchaser, at Purchaser’s expense.

IN WITNESS WHEREOF, Vendor and Purchaser have executed this instrument of this 16th day of July, 1980.

**VENDOR**

**PURCHASER**

[Signatures]

**STATE OF INDIANA**

**COUNTY OF Marion**

Before me, a Notary Public in and for said County and State, personally appeared PHILLIP M. HENSLEY, SR. and MARTHA L. HENSLEY, Husband and Wife, who acknowledged the execution of the foregoing Land Contract.

Witness my hand and Notary Seal this 16th day of July, 1980.

[Notary Public]

My Commission Expires: February 23, 1984

My County of Residence: Marion

This instrument was prepared by: LAWRENCE M. LUNN, Attorney-at-Law
910 First Federal Building, 11 North Pennsylvania Street
Indianapolis, Indiana 46204 Phone: (317) 639-4191
AMENDMENT TO "GLENBROOK RESTRICTIVE COVENANTS"

KNOW ALL MEN BY THESE PRESENTS THAT:

KEITH E. COOK AND MARLENE K. COOK, husband and wife, and
E. E. RIPBERGER BUILDERS, INC. are all of the owners of Glenbrook,
a subdivision in Washington Township, Hendricks County, Indiana,
the plat of which was recorded July 18, 1980 in Plat Book 10,
page 93, in the office of the Recorder of Hendricks County,
Indiana; and

WHEREAS there are certain restrictive covenants placed upon
Glenbrook, which covenants have been recorded in Miscellaneous
Record 83, pages 687-690, in the office of the Recorder of
Hendricks County, Indiana; and

WHEREAS the undersigned owners are desireous of amending
those recorded restrictive covenants, in limited form, which are
set forth hereinafter.

NOW THEREFORE in consideration of the premises the undersigned
amend the restrictive covenants heretofore recorded as follows:

A. That in lieu of and replacing paragraph numbered
3 of the above referenced recorded restrictive
covenants shall be the following clause:

"(3) DWELLING SIZE: The ground floor area of
the main structure, exclusive of one story
porches and garages, shall be not less than
1650 square feet in the case of a one story
structure, not less than 900 square feet in
the case of a multiple story structure, with
no less than 2000 square feet of finished
floor area in such multiple story structure."

B. That there is hereby added to the restrictive
covenants the following paragraph:

"(27) SIDE LOT BUILDING LINE: No building
shall be located nearer than 15 feet to an
interior lot line, and for purposes of this
covenant, saxes, steps and open porches shall
not be considered a part of the building,
provided that this shall not be construed to
permit a portion of a building to encroach
upon any other lot."

The undersigned agree and represent that all other covenants
as appearing in Miscellaneous Record 83, page 687 et seq. are in
full force and effect and that this amendment is only for the
purposes of changing paragraph 3 therein and adding paragraph 27 as set forth above.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals this 18th day of August, 1980.

(Keith E. Cook)  
(Keith E. Cook)  
(Marlene K. Cook)  
(Marlene K. Cook)

E. E. RIPBERGER BUILDERS, INC

BY:  
(Robert E. Ripberger)
(Robert E. Ripberger),
President
Secretary-Treasurer

STATE OF INDIANA )
)
COUNTY OF

Before me, a Notary Public in and for said County and State, personally appeared Keith E. Cook and Marlene K. Cook, husband and wife, and E. E. Ripberger and Robert E. Ripberger, President and Secretary-Treasurer, respectively, of E. E. Ripberger Builders, Inc., who acknowledged the execution of the foregoing Amendment to "Glenbrook Restrictive Covenants", and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of August, 1980.

My commission expires:
Jan. 22, 1980

County of residence:
Marion

Notary resides in Marion County

This instrument was prepared by:

Lee T. Comer, Attorney-at-Law
P. O. Box 207
Danville, Indiana 46122
(317) 745-5401.