STATE OF INDIANA
COUNTY OF HENRICO

Before me, a notary public, in the said county and state, personally appeared William C. Jones and Linda C. Jones, husband and wife, and acknowledged the execution of the attached instrument as their free and voluntary act and deed.

Witness My Hand and Notarial Seal this 20th day of March 1974,

My Commission Expires: August 31, 1977

Notary Public

*McAuley Acres* RESTRICTIVE COVENANTS

The undersigned, Gibbs, Salmon, and Craig, developers, as owners and proprietors of "McAuley Acres, Section One," located in Guilford Township, Hendricks County, Indiana, do hereby make and declare, restrict and convenant the said and other area within the boundaries of said subdivision to themselves and their grantees, assignees, successors, heirs, or legal representatives, and to any person, persons, corporations, firms, and associations and/or others who may obtain title to said lots as to the following things, stipulations, conditions, restrictions, and covenants, viz.:

1. **PUDL PROTECTIVE RESIDENTIAL AREA:** The following covenants, in their entirety shall apply to all of "McAuley Acres, Section One," said subdivision being located in Guilford Township, Hendricks County, Indiana.

2. **LAND AND BUILDING TITLE:** 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 on one single family dwelling across the center lot line, the lot line restrictions shall not apply to the boundary lines dividing any two said lots.

3. **PROTECTIVE BORDERS:** The ground floor area of the said structures, exclusive of one story structures, shall not be less than 100 square feet in the case of a single family dwelling, nor less than 700 square feet in the case of a multiple story dwelling.

4. **ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL:** No building, fence, wall, or other structure shall be erected, placed or altered on any building plat of this subdivision until the building plans, specifications, and plot plan showing the location of new structures and driveways have been approved as to the conformity and harmony of external design with existing structure herein and as the building with respect to topography and finished ground elevations by an architectural and environmental control committee. The proposed location of wells, septic systems, destruction of trees and vegetation and any other matter as may affect the environment or ecology of the "McAuley Acres, Section One" 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 duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining members of members shall have full authority to appoint or disapprove such member 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 20 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 entitled 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 front or side property line than the minimum building set-back lines, as shown on the recorded plat and in accordance with present county regulations pertaining to side property lines.

6. **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 to all times to the proper authorities and to the easement owners thereof. 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 constructed. The drainage easements
LANDSCAPING: All non-bare soil in this subdivision shall be improved with an amount of trees, shrubs, and other plants as to screen the property from view across the street or from the public right-of-way.

SUBDIVISION: 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.

VEHICLES: No vehicles, including recreational vehicles and non-used recreational vehicles, shall be stored in the dwelling, garage, basement, or utility building. This rule shall apply to all vehicles, including recreational vehicles and non-used recreational vehicles.

WASTE DISPOSAL: No objectionable waste shall be allowed on or placed on the said subdivision. All waste shall be disposed of in a sanitary landfill.

MILKING: No milking or other agricultural activity shall be carried out on any lot, nor shall any building or structure be used for such purposes.

EVIDENCE OF OCCUPATION: Every owner of a lot in this subdivision shall keep a dwelling or building on the lot and shall maintain it in a sanitary condition.

ANIMALS: No animals, livestock, or poultry shall be raised, kept, or used for any commercial purposes.

LEGAL AGE: No animal shall be kept or maintained for any commercial purposes.

BASIN DISPOSAL SYSTEM: No individual sewage disposal system shall be permitted on any lot.

PUBLIC BATHS, SCHOOLS, AND WAREHOUSES: All public baths, schools, and warehouses shall be designed and constructed in accordance with the requirements of the Board of Health.

PUBLIC WATER SUPPLY: No public water supply system shall be permitted on any lot.

SHEETS: No sheet metal shall be used on any lot.

FEEDERS: No fence shall be erected on any lot.

STORAGE TANKS: No oil or gas storage tanks shall be located in a house or garage area.

SALES: No signs of any kind shall be displayed to the public view upon any lot.

HUNTING: No hunting or trapping shall be allowed on any lot.

AREA: The boundaries of the subdivision shall be marked with posts, monuments, or other devices.
CONDITIONAL SALES CONTRACT

This Agreement made and entered into by and between

[Name]

And Friends Church

This [date]

Witnessed this [date]

My Compensation Expires [date]

AND FRIENDS CHURCH

Full payment must be made before the 31st day of October, 1970.

[Signatures]

Local Government Approved. Subject to any Statute of Limitations.

[Signature]

NOTICE TO PUBLIC