AMENDED RESTRICTIVE COVENANTS

TURNBERRY ADDITION

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

WITNESSETH:

WHEREAS, declarant 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 6, 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
The undersigned, Fredrick Wiles, Inc., owner of the real and personal estate herein described, being heir of the late Frederick Wiles, deceased, by will and descent, do hereby certify that the aforesaid real estate is mine and the direct descendent of the same, and do hereby sell, alienate, part and subdivide the real estate herein in accordance with the within plan.

This subdivision shall be known and designated as "WENNETT," an addition to Fredrick Development, a subdivision in Hendricks County, Indiana.

In order to afford adequate protection to all present and purchases of a like description of lands, the following protective covenants, each and all to run in all lots in any subdivision, or part thereof, are hereby made, upon the premises, on behalf of and for the use of all utility companies, not including the company, and all right and interest therein, are hereby reserved.

All streets shown on this plat and not hereinbefore dedicated are hereby dedicated to the public for the use of all streets within the development.

2. All lots in this subdivision shall be known, described and shall be developed, sold and otherwise disposed of by the owner, to the extent of (1) single-family dwelling, one (1) private, attached garage and such other buildings, structures and improvements as may be required by the terms of any contract for the sale of any lot for single-family residential purposes. No lots shall be sold or subdivided to the size of one (1) single-family dwelling, one (1) private, attached garage and such other buildings, structures and improvements as may be required by the terms of any contract for the sale of any lot for single-family residential purposes.

3. The Planning Commission is hereby authorized and empowered to make a survey of the entire area covered by this plat for the purpose of determining the boundaries of all streets within the development.

4. All streets within this subdivision shall be paved and maintained as required by the terms of any contract for the sale of any lot for single-family residential purposes.

5. All streets shown on this plat and not hereinbefore dedicated are hereby dedicated to the public for the use of all streets within the development.

6. All streets shown on this plat and not hereinbefore dedicated are hereby dedicated to the public for the use of all streets within the development.

7. All streets shown on this plat and not hereinbefore dedicated are hereby dedicated to the public for the use of all streets within the development.

8. All streets shown on this plat and not hereinbefore dedicated are hereby dedicated to the public for the use of all streets within the development.

9. All streets shown on this plat and not hereinbefore dedicated are hereby dedicated to the public for the use of all streets within the development.

10. No residence, dwelling house, or any other structure shall be used 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 line of no building shall extend so as to obstruct the view from the intersection of any single-family dwelling, one (1) private, attached garage and such other buildings, structures and improvements as may be required by the terms of any contract for the sale of any lot for single-family residential purposes.

12. The lots as shown in the plat shall be subdivided so as to provide for all streets within the development.

13. No fenceline or building line shall be established as shown on this plat and the front line of no building shall extend so as to obstruct the view from the interaction of any single-family dwelling, one (1) private, attached garage and such other buildings, structures and improvements as may be required by the terms of any contract for the sale of any lot for single-family residential purposes.

14. All streets within this subdivision shall be paved and maintained as required by the terms of any contract for the sale of any lot for single-family residential purposes.

15. No fenceline or building line shall be established as shown on this plat and the front line of no building shall extend so as to obstruct the view from the interaction of any single-family dwelling, one (1) private, attached garage and such other buildings, structures and improvements as may be required by the terms of any contract for the sale of any lot for single-family residential purposes.

16. All streets within this subdivision shall be paved and maintained as required by the terms of any contract for the sale of any lot for single-family residential purposes.

17. No fenceline or building line shall be established as shown on this plat and the front line of no building shall extend so as to obstruct the view from the interaction of any single-family dwelling, one (1) private, attached garage and such other buildings, structures and improvements as may be required by the terms of any contract for the sale of any lot for single-family residential purposes.
RESTRICTIVE COVENANTS

As Sales, Inc., owner of the real estate shown and part of the land described, conveyed by quit claim on or before the 1st day of November, 1951, to the City of Henderson, Henderson County, Indiana, on the following terms and conditions:

1. The land shown on the plat and herein described shall never be used or occupied for any unlawful purpose.

2. All buildings or structures erected or to be erected on said land shall be of frame construction and shall be kept in good repairs at all times.

3. The owner of said land shall pay all taxes, assessments, and other charges levied against said land, and all liens existing thereon, at the time due, unless the liens are for non-payment of taxes, assessments, or other charges levied against said land.

4. The owner of said land shall not allow any nuisance or unlawful activity on said land.

5. The owner of said land shall not allow any trees to be cut or otherwise destroyed on said land.

6. The owner of said land shall not allow any animals to run at large on said land.

7. The owner of said land shall not allow any junk or other refuse to be left on said land.

8. The owner of said land shall not allow any buildings or structures to be left on said land after they have been abandoned.

9. The owner of said land shall not allow any signs or billboards to be placed on said land.

10. The owner of said land shall not allow any vehicles to be parked on said land.

11. The owner of said land shall not allow any trees to be cut or otherwise destroyed on said land.

12. The owner of said land shall not allow any animals to run at large on said land.

13. The owner of said land shall not allow any junk or other refuse to be left on said land.

14. The owner of said land shall not allow any buildings or structures to be left on said land after they have been abandoned.

15. The owner of said land shall not allow any signs or billboards to be placed on said land.

16. The owner of said land shall not allow any vehicles to be parked on said land.

17. The owner of said land shall not allow any trees to be cut or otherwise destroyed on said land.

18. The owner of said land shall not allow any animals to run at large on said land.

19. The owner of said land shall not allow any junk or other refuse to be left on said land.

20. The owner of said land shall not allow any buildings or structures to be left on said land after they have been abandoned.

21. The owner of said land shall not allow any signs or billboards to be placed on said land.

22. The owner of said land shall not allow any vehicles to be parked on said land.

23. The owner of said land shall not allow any trees to be cut or otherwise destroyed on said land.

24. The owner of said land shall not allow any animals to run at large on said land.

25. The owner of said land shall not allow any junk or other refuse to be left on said land.

26. The owner of said land shall not allow any buildings or structures to be left on said land after they have been abandoned.

27. The owner of said land shall not allow any signs or billboards to be placed on said land.

28. The owner of said land shall not allow any vehicles to be parked on said land.

29. The owner of said land shall not allow any trees to be cut or otherwise destroyed on said land.

30. The owner of said land shall not allow any animals to run at large on said land.

31. The owner of said land shall not allow any junk or other refuse to be left on said land.

32. The owner of said land shall not allow any buildings or structures to be left on said land after they have been abandoned.

33. The owner of said land shall not allow any signs or billboards to be placed on said land.

34. The owner of said land shall not allow any vehicles to be parked on said land.

35. The owner of said land shall not allow any trees to be cut or otherwise destroyed on said land.

36. The owner of said land shall not allow any animals to run at large on said land.

37. The owner of said land shall not allow any junk or other refuse to be left on said land.

38. The owner of said land shall not allow any buildings or structures to be left on said land after they have been abandoned.

39. The owner of said land shall not allow any signs or billboards to be placed on said land.

40. The owner of said land shall not allow any vehicles to be parked on said land.

41. The owner of said land shall not allow any trees to be cut or otherwise destroyed on said land.

42. The owner of said land shall not allow any animals to run at large on said land.

43. The owner of said land shall not allow any junk or other refuse to be left on said land.

44. The owner of said land shall not allow any buildings or structures to be left on said land after they have been abandoned.

45. The owner of said land shall not allow any signs or billboards to be placed on said land.

46. The owner of said land shall not allow any vehicles to be parked on said land.

47. The owner of said land shall not allow any trees to be cut or otherwise destroyed on said land.

48. The owner of said land shall not allow any animals to run at large on said land.

49. The owner of said land shall not allow any junk or other refuse to be left on said land.

50. The owner of said land shall not allow any buildings or structures to be left on said land after they have been abandoned.

This document contains the restrictive covenants that govern the use of the land shown and described. Any violation of these covenants may result in legal action against the violator.
No use of the public utility companies and governmental at "Bradshaw Elementary" shall be required to provide service for area and local storm drains in the vicinity of the area and/or storm drains in the vicinity of the area and/or storm drains in the vicinity of the area.

2. Property line: The property line shall run due east from the north line of the area and shall be maintained in accordance with the provisions of the deed and property lines. The property lines shall be maintained at a uniform distance from the north line and shall be maintained on a uniform basis.

3. Buildings: All buildings and structures shall be maintained in accordance with the provisions of the deed and property lines. The property lines shall be maintained on a uniform basis.

4. Roads and streets: All roads and streets shall be maintained in accordance with the provisions of the deed and property lines. The property lines shall be maintained on a uniform basis.

5. Grounds and surfaces: All grounds and surfaces shall be maintained in accordance with the provisions of the deed and property lines. The property lines shall be maintained on a uniform basis.

6. Vegetation: All vegetation shall be maintained in accordance with the provisions of the deed and property lines. The property lines shall be maintained on a uniform basis.

7. Utilities: All utilities shall be maintained in accordance with the provisions of the deed and property lines. The property lines shall be maintained on a uniform basis.

8. Mailboxes: All mailboxes shall be maintained in accordance with the provisions of the deed and property lines. The property lines shall be maintained on a uniform basis.

9. Public areas: All public areas shall be maintained in accordance with the provisions of the deed and property lines. The property lines shall be maintained on a uniform basis.

10. Signage: All signage shall be maintained in accordance with the provisions of the deed and property lines. The property lines shall be maintained on a uniform basis.

11. Security: All security measures shall be maintained in accordance with the provisions of the deed and property lines. The property lines shall be maintained on a uniform basis.

12. Maintenance: All maintenance shall be maintained in accordance with the provisions of the deed and property lines. The property lines shall be maintained on a uniform basis.

13. Insurance: All insurance shall be maintained in accordance with the provisions of the deed and property lines. The property lines shall be maintained on a uniform basis.

14. Liens: All liens shall be maintained in accordance with the provisions of the deed and property lines. The property lines shall be maintained on a uniform basis.

15. Zoning: All zoning regulations shall be maintained in accordance with the provisions of the deed and property lines. The property lines shall be maintained on a uniform basis.

16. Easements: All easements shall be maintained in accordance with the provisions of the deed and property lines. The property lines shall be maintained on a uniform basis.

17. Public utilities: All public utilities shall be maintained in accordance with the provisions of the deed and property lines. The property lines shall be maintained on a uniform basis.

18. Public rights: All public rights shall be maintained in accordance with the provisions of the deed and property lines. The property lines shall be maintained on a uniform basis.

19. Restrictive covenants: All restrictive covenants shall be maintained in accordance with the provisions of the deed and property lines. The property lines shall be maintained on a uniform basis.

20. Controlling authority: All controlling authority shall be maintained in accordance with the provisions of the deed and property lines. The property lines shall be maintained on a uniform basis.

21. Violation: Any violation of these restrictive covenants shall be treated as a violation of the deed and all restrictive covenants. The violation shall be treated as a violation of the deed and all restrictive covenants.

22. Enforcement: Any violation of these restrictive covenants shall be treated as a violation of the deed and all restrictive covenants. The violation shall be treated as a violation of the deed and all restrictive covenants.

23. Amendments: Any amendment to these restrictive covenants shall be treated as a violation of the deed and all restrictive covenants. The amendment shall be treated as a violation of the deed and all restrictive covenants.

24. Enforcement: Any violation of these restrictive covenants shall be treated as a violation of the deed and all restrictive covenants. The violation shall be treated as a violation of the deed and all restrictive covenants.

25. Amendments: Any amendment to these restrictive covenants shall be treated as a violation of the deed and all restrictive covenants. The amendment shall be treated as a violation of the deed and all restrictive covenants.

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27. Amendments: Any amendment to these restrictive covenants shall be treated as a violation of the deed and all restrictive covenants. The amendment shall be treated as a violation of the deed and all restrictive covenants.