WOODRIDGE

DECLARATION OF COVENANTS

The undersigned, Thomas G. Bell, Jr., and Verda Janet Bell, as owners and
proprietors of "Woodridge," Hendricks County, Indiana, do hereby this indenture,
proclivity, and covenant the lots in said subdivision to themselves and their
heirs, assigns, successors, heirs, or legal representatives, and to any
persons, corporations, banks, 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 "Woodridge," 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 lot be further sub-
divided.

3. DWELLING SIZE: The ground floor area of the main structure, exclusive of
the area of a one-story structure for less than 600 square feet, in the case
of a one-story structure with no less than 2,000 square feet of finished
floor area in such multiple-story structure. Attached garages shall not
exceed three (3) car bays. All garages must be attached.

4. GARAGE ENTRY: No garage door shall face directly or street frontage by
fronting on corner lots.

5. UTILITY BUILDING: None shall be permitted except that the structure may be
constructed behind the main dwelling. These utility buildings shall be constructed
in such manner as to meet the standards of construction as set in the con-
struction of the house. Maximum size shall be 300 square feet to foundation.

6. ARCHITECTURAL DESIGN: No building shall be erected, placed or altered on
any building plot in this subdivision until the building plans, specifications
and plot plans showing the location of such buildings have been approved by
the committee composed of the undersigned owners of the area described.
real estate by the county authorized representatives. In the event of
the death or resignation of any member of the committee, the building design or each member shall have full authority to approve or disapprove any plan of the committee unless a record showing the same has been submitted to it for its approval and any plan not approved by the committee shall be disapproved by the director and the building department for which the designated representatives shall be entitled to any compensation for work performed pursuant to this covenant.

4. BUILDING CONSTRUCTION: All construction, new or replacement shall be covered with at least fifty per cent (50%) of the total cost of the building or improvements on the property which may be affected by the building or improvements. New buildings shall be constructed at the expense of the owner and shall be completed within one (1) year from the time construction was started.

5. BUILDING LOCATION: No building shall be located on any lot nearer to the front property line than the average building setback established by the plan. No building shall be located nearer than 15 feet from the center line.

6. DRAINAGE AND UTILITY EASEMENTS: The streets or other ground marks, drainage and utility easements are hereby reserved for the use of public utilities, including transportation companies, for installation and maintenance of such services for the time being necessary to the proper authorities, and to the extent herein granted and approved.

The drainage easements may be used by the proper authorities including Hendricks County Ditch Board, or by any of the several bodies of this subdivision for the installation and the maintenance of either surface or underground drainage of sufficient capacity to carry drainage, the existing grade of said easement may be altered to any grade necessary. In no situation shall any owner block the drainage in any manner said drainage requires.

7. LANDSCAPING: All wooded lots in this subdivision shall be improved with three (3) deciduous type shade trees within one year of the erection of a permanent structure.

8. VEHICLE REGULATIONS: No truck or more than 3/4 ton loading capacity shall be parked on street or in subdivision except while making a delivery of merchandise in a vehicle in operating condition and bearing the current year's license plate shall be or to park on any lot or street in this subdivision, unless kept within a garage.

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

10. 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 dwellings must be fully completed upon the exterior before being occupied.

11. 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. All incinerators or other equipment for the disposal of rubbish shall be in a safe and sanitary condition and shall not be used or maintained in an offensive sight or odor.

12. 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 they are not kept, bred, or maintained for any commercial purposes.

13. SEWER DISPOSAL: No individual sewage disposal system shall be established, except in 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, each owner herein 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.

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. If, in the future, public water facilities are made available to the lot owner 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.

15. EIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the ground shall be placed or permitted to remain on any corner lot within the curve of the road between the property line and the center of the street or between the property line of any other property and the center of the street line at a point 10 feet from the intersection of the street property line, to a distance of 25 feet from the intersection of the street line and the property line of any other property or a distance of 25 feet from the intersection of the property line and the property line of any other property at any distance at which they obstruct sight lines.
19. 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 vision, 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.

20. STORAGE TANKS: Oil or gas storage tanks shall be either buried or located in a house or a garage area, such that they are completely concealed from outside view.

21. 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.

22. ENFORCEMENT: If the parties hereto, or any of them, their heirs or assigns 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 against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. A violation of any restriction herein will not result in reversion or forfeiture of title.

23. 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.

24. DEVICABILITY: 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 have hereunto set their hands and seals the day of

[Signature]

[Signature]

State of Indiana

County of Hendricks

Before me, the Undersigned, A Notary Public within and for said County and State, personally appeared Thomas G. Bell, Jr. and Verda Janet Bell, husband and wife, who acknowledged the execution of the above and foregoing Protective covenants as their Voluntary Act and Deed.

Witness My Hand and Seal, this day of

[Signature]

My Commission expires

Notary Public

[Signature]

[Seal]

[Stamp]