

12/68

AGREEMENT ESTABLISHING RESTRICTIVE
COVENANTS

THIS AGREEMENT, made and entered into in the City of Indianapolis, State of Indiana, on this 23rd day of February, 1959, by and between Guernsey Van Riper, Jr., and Ruth Lilly Van Riper, husband and wife, residents of Hamilton County in the State of Indiana (hereinafter referred to as "First Parties"), and Theron R. Hale and Shirley N. Hale, husband and wife, residents of Marion County, State of Indiana, (hereinafter referred to as "Second Parties"),

WITNESSETH.

WHEREAS, First Parties are the owners in fee simple of Two Hundred Forty (240) acres of real estate located in Hamilton County, State of Indiana, and more particularly described as follows:

All of the Southeast Quarter and the South Half of the Northeast Quarter of Section 9, Township 17 North, Range 3 East in Hamilton County, Indiana; containing in the aggregate Two Hundred Forty (240) acres, more or less,

and,

WHEREAS, First Parties have agreed to sell and Second Parties have agreed to buy 17.74 acres in the above described Tract, which Parcel is more particularly described as follows:

A part of the Northeast Quarter and a part of the Southeast Quarter of Section 9, Township 17, North, Range 3 East, Hamilton County, Indiana, more particularly described as follows, to-wit:

Beginning at the Southeast corner of the Northeast Quarter of the aforesaid Section 9; running thence North on and along the East line

thereof a distance of 243.18 feet to a point; thence West and parallel to the South line of the Northeast Quarter of said Section 9, a distance of 1638.0 feet to a point; thence South and parallel to the East line of the Northeast Quarter and the Southeast Quarter of the aforesaid Section 9 a distance of 472.0 feet to a point; running thence East and parallel to the North line of the Southeast Quarter and also the South line of the Northeast Quarter a distance of 1638.0 feet to a point in the East line of the Southeast Quarter of the aforesaid Section 9; running thence North on and along the East line of the Southeast Quarter of said Section 9 a distance of 228.82 feet to the point or place of beginning.

Containing in all 17.74 acres, more or less,
and,

WHEREAS, First Parties and Second Parties have agreed that as a part of the consideration for the purchase of the said 17.74 acre Tract hereinabove described, that certain restrictive covenants should be established setting forth a minimum size of parcel of real estate which might be subsequently conveyed out of the said Two Hundred Forty (240) acre Tract hereinabove first described.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings herein contained, it is agreed by and between the Parties hereto as follows:

(1) That no Tract, Part or Parcel of real estate shall be sold, transferred, conveyed or sub-divided by gift, inheritance, deed, contract or otherwise from or out of the said Two Hundred Forty (240) acre Tract of real estate hereinbelow described, which Tract, Part or Parcel shall be less than two (2) acres in size:

All of the Southeast Quarter and the South Half of the Northeast Quarter of Section 9, Township 17 North, Range 3

East in Hamilton County, Indiana; containing in the aggregate Two Hundred Forty (240) acres, more or less.

(2) One single family residence dwelling only shall be allowed on any two (2) acres of real estate subsequently conveyed and located in the Two Hundred Forty (240) acre Tract hereinabove described.

(3) The restrictive covenants hereinabove set forth in Sub-paragraphs (1) and (2) hereof are deemed by the Parties to be and shall be construed as covenants running with the land and shall be binding upon and inure to the benefit of the Parties hereto, their heirs, executors, transferees, devisees, grantees, successors-in-interest and assigns.

(4) That in the event of any violation or attempted violation of any of the covenants herein contained by any of the Parties hereto, or by their heirs, executors, transferees, devisees, grantees, successors-in-interest or assigns, a Complaint may be filed by any one or more of the other Parties, their heirs, executors, transferees, devisees, grantees, successors-in-interest or assigns, to obtain a perpetual injunction against such violation or attempted violation of said restrictive covenants.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year first above written.

FIRST PARTIES
Guernsey Van Riper, Jr. (SEAL)
Ruth Lilly Van Riper (SEAL)

SECOND PARTIES
Theroh R. Hale (SEAL)
Shirley N. Hale (SEAL)

STATE OF INDIANA }
COUNTY OF MARION } SS:

Before me a Notary Public in and for said County and

State personally appeared Theron R. Hale and Shirley N. Hale, husband and wife, and acknowledged the execution of the foregoing Agreement as and for their voluntary act and deed.



Witness my hand and Notarial Seal this 23rd day
of February 1959.

Clyde S. Peterson (SEAL)
Notary Public

My Commission Expires:
August 1, 1960

STATE OF INDIANA }
COUNTY OF MARION } SS:

Before me a Notary Public in and for said County and State personally appeared Guernsey Van Riper, Jr., and Ruth Lilly Van Riper, husband and wife, and acknowledged the execution of the foregoing Agreement as and for their voluntary act and deed.



Witness my hand and Notarial Seal this 23rd day
of February 1959.

Willis Adams (SEAL)
Notary Public
(WILLIS ADAMS)

My Commission Expires:
5/25/59

The above is a true copy recorded Feb 25 1959
Elizabeth Clover, Recorder Hamilton County.