

CLASSIC VIEW ESTATES  
SECTION ONE  
COVENANTS

The undersigned, Gary J. Booher, as owner of the attached real estate, do hereby lay off, plat and subdivide the said real estate in accordance with the attached plat and certificate.

This subdivision shall be known as "Classic View Estates - Section One"

The streets and sidewalks, if not already dedicated, are hereby dedicated to public use.

There are strips of ground marked "utility and drainage strips" shown on the plat which are hereby reserved for public utilities, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, cables, lines, and wires. Purchasers of lots in this subdivision shall take their titles subject to the easements hereby created and subject at all times to the rights of proper authorities to service the utilities and easements hereby created, and no permanent structure of any kind, and no part thereof, except fences and sidewalks, shall be built, erected, or maintained on said "utility and drainage strips".

There are strips of ground marked "drainage easement" which are hereby reserved for the installation and maintenance of drainage improvements. Purchasers of lots in this subdivision shall take their title subject to the easements hereby created, and subject at all times to the proper authorities and the easement hereby created, and no permanent structure of any kind shall be built, erected, or maintained on any such "drainage easement".

All lots in this subdivision and all present and future owners or occupants thereof shall be subject to the following development standards, conditions, and restrictions which shall run with the land.

1. No lot shall be used except for residential purposes and no building shall be erected, or placed on any lot, other than a one (1) single family dwelling, not to exceed two (2) stories in height and an attached private garage for not less than two (2) cars. Carports with open sides shall not be permitted. All driveways and vehicle parking areas shall be hard surfaced with concrete, asphalt, or brick. No gravel or stone driveways shall be permitted.

2. All dwellings constructed upon any lot on this development shall conform to the following minimum level living area requirements, to-wit: a) The ground floor living area of all single story dwellings shall contain not less than 2,100 square feet, exclusive of one (1) story open porches and garages and other areas not considered living areas provided, however, that the Architectural Control Committee as hereinafter defined may, in its sole discretion, permit a single story ground floor living area of less than 2,100 square feet, but in no event less than 1,700 square feet, where the elevations and floor plan proposed by the lot owner are determined by the Architectural Control Committee to be particularly suited to the lot and compatible with the theme of the development and all adjacent dwellings. No two (2) story dwelling shall contain less than 1,200 square feet of living area on the ground floor and all two (2) story dwellings shall contain at least 1,200 square feet of living area on each floor.

Notwithstanding compliance with the foregoing minimum living area requirements, the Department of Metropolitan Development of the City of Indianapolis, County of Marion, in Indiana, will not issue an improvement location permit for the dwelling upon any lot in this development, nor shall any dwelling be constructed unless the building specifications presented by the lot owner have been approved by the Architectural Control Committee, or its duly authorized representative, which approval and stamp shall be substantially in the following form, to-wit:

THIS SITE AND/OR BUILDING PLAN FOR LOT \_\_\_\_\_ HAS  
IN CLASSIC VIEW ESTATES, SECTION \_\_\_\_\_, IAS  
BEEN APPROVED FOR PERMITS AND CONSTRUCTION BY \_\_\_\_\_

AS THE BUILDING CONSTRUCTOR FOR THE OWNER, AS  
REQUESTED BY THE PLAT OF CLASSIC VIEW ESTATES.

CLASSIC VIEW ESTATES  
ARCHITECTURAL CONTROL COMMITTEE

By: \_\_\_\_\_

and floor plan proposed by the lot owner are determined by the Architectural Control Committee to be particularly suited to the lot and compatible with the theme of the development and all adjacent dwellings. No two (2) story dwelling shall contain less than 1,200 square feet of living area on the ground floor and all two (2) story dwellings shall contain at least 1,200 square feet of living area on each floor.

Notwithstanding compliance with the foregoing minimum living area requirements, the Department of Metropolitan Development of the City of Indianapolis, County of Marion, in Indiana, will not issue an Improvement location permit for the dwelling upon any lot in this development, nor shall any dwelling be constructed unless the building specifications presented by the lot owner have been approved by the Architectural Control Committee, or its duly authorized representative, which approval and stamp shall be substantially in the following form, to-wit:

THIS SITE AND/OR BUILDING PLAN FOR LOT \_\_\_\_\_  
IN CLASSIC VIEW ESTATES, SECTION \_\_\_\_\_, HAS  
BEEN APPROVED FOR PERMITS AND CONSTRUCTION BY

AS THE BUILDING CONSTRUCTOR FOR THE OWNER, AS  
REQUESTED BY THE PLAT OF CLASSIC VIEW ESTATES.

CLASSIC VIEW ESTATES  
ARCHITECTURAL CONTROL COMMITTEE

By: \_\_\_\_\_

3. No building shall be located on any lot nearer to the front lot line or nearer the side streetline than the minimum building set-back as shown on the recorded plat. No building shall be located nearer than ten feet to a side yard line, and the total side yard set-back minimum must be at least 20 feet. No building shall be erected closer than 20 feet to the rear lot line, unless otherwise approved by the Architectural Control Committee, as to use, location and harmonious design. No garage or storage building may be constructed separate and apart from the main dwelling.

4. Certain additional rights restrictions of use and lot owners responsibilities are placed on each lot and the common area within the attached plot. These restrictions and responsibilities are embodied in a document entitled "Declaration of Covenants and Restrictions for Classic View Estates Association, Inc.", which has been executed by the undersigned and placed of record in the Office of the Recorder of Marion County, Indiana, concurrently with the recording of this plat and constitutes further standards, covenants, and restrictions applicable to all lots and common areas in Classic View Estates running with the land, binding all present and future owners thereof. The Not for Profit homeowners association, Classic View Estates Association, Inc., formed concurrently with the execution of this plat and governed in part by the terms and provisions of the aforesaid declaration, has been formed for the purpose of: (1) maintaining street lighting, (2) maintaining the lakes and other common areas, (3) maintaining entryways, parkways, and sidewalks, (4) maintaining landscaping and (5) performing all other functions necessary and in the best interests of the development and community, and among all other provisions is empowered to access and collect sums from all lot owners in Classic View Estates annually and as deemed necessary specially to facilitate the purposes of the Association in the best interests of Classic View Estates.

5. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure with all existing trees, identified and ground floor elevations specified thereon, have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and the finish grade elevations and existing trees and foliage. No fence or wall or mailbox or post shall be erected, placed, or altered on any lot or within the development unless previously approved by the Architectural Control Committee in writing. The Architectural Control Committee must also approve the owner's plan for preserving existing trees and foliage prior to the commencement of any work on the property. It shall be the lot owner's responsibility to comply precisely with all building and sight finish ground elevations as finally required and approved by the Indianapolis Department of Public Works and as evidenced upon the final construction plans for the development of Classic View Estates.

Notwithstanding compliance with all minimum development standards as required by applicable ordinances and the covenants and restrictions of this plat, no construction shall commence upon any lot in this development unless the Architectural Control Committee or its designee shall have first approved in writing the building contractor selected by the lot owner for the construction.

6. The Architectural Control Committee shall be composed of not less than three (3), nor more than five (5) members, all appointed by the undersigned. A majority of the Committee may designate a representative to act for it. In the event of death of or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The Committee shall serve at the discretion of the undersigned or his successor.

7. The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within ten (10) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be permitted to remain on any lot or used on any lot at any time on a residence, either temporarily or permanently. The exterior surface of all buildings shall have the written approval of the Architectural Control Committee. All dwellings shall contain a garbage disposal unit outside trash burners will not be permitted.

10. No sign of any kind shall be displayed in the public view on any lot, except signs used by an approved builder to advertise the property during the construction period as approved by the developer. Violation of this sign restriction rule will result in \$50.00 per day liquidated damages payable to the developer until such time as the homeowners association owns and is responsible for the maintenance of the common areas, at which time the liquidated damages shall be payable to the said Association.

11. No oil or water drillings, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil, water or natural gas, shall be erected, maintained or permitted on any lot. All propane tanks must be concealed.

12. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

13. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Antennas, towers, or satellite dishes or any kind will not be permitted on any lot or outside any dwelling, unless first approved by the Architectural Control Committee. No trash or building materials may be housed or burned on any lot within the development and all lots shall be kept clean at all times during construction. Dumpsters shall be used and located on each lot during any construction with all trash and excess materials stored therein and removed daily.

14. No fence, wall, hedge, or shrub planting which obstructs the sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by two street property lines and a line connecting them at points 25 feet from the intersection of the street property lines, or in the 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 ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No driveway shall be located within 10 feet of the intersection of two street lines.

Sidewalks shall be constructed as required by the sidewalk plan approved by the Plat Committee for the Department of Metropolitan Development, which construction shall be the responsibility of the lot owner upon whose lot the sidewalk is to be constructed, provided however, that certain common area sidewalks shall be constructed by the developer as designed on the final development sidewalk plan. All sidewalks to be constructed by lot owners shall be completed at such times as the driveway on the lot is constructed, or within eighteen (18) months of the date such lot is initially conveyed by the undersigned, whichever date shall occur first.

12. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

13. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Antennas, towers, or satellite dishes or any kind will not be permitted on any lot or outside any dwelling, unless first approved by the Architectural Control Committee. No trash or building materials may be housed or burned on any lot within the development and all lots shall be kept clean at all times during construction. Dumpsters shall be used and located on each lot during any construction with all trash and excess materials stored therein and removed daily.

14. No fence, wall, hedge, or shrub planting which obstructs the sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by two street property lines and a line connecting them at points 25 feet from the intersection of the street property lines, or in the 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 ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No driveway shall be located within 40 feet of the intersection of two street lines.

Sidewalks shall be constructed as required by the sidewalk plan approved by the Plat Committee for the Department of Metropolitan Development, which construction shall be the responsibility of the lot owner upon whose lot the sidewalk is to be constructed, provided however, that certain common area sidewalks shall be constructed by the developer as designed on the final development sidewalk plan. All sidewalks to be constructed by lot owners shall be completed at such times as the driveway on the lot is constructed, or within eighteen (18) months of the date such lot is initially conveyed by the undersigned, whichever date shall occur first.

15. Each lot shall be kept in a neat and pleasing manner, with the grass mowed when necessary to maintain a growth of six (6) inches or less, at all times. Campers, recreational vehicles, or boats of any kind may not be stored or parked on any lot beside the main dwelling or garage. All basketball backboards and any other field games and play structures shall be located within the front foundation line of the main structure and within lot selected areas, and must be approved by the Architectural Control Committee upon the location on the premises. It is the intention of this restriction to assure that lots and surroundings do not present a park like appearance.

16. No individual water supply system or garbage disposal system shall be permitted on any lot without prior written approval by the Architectural Control Committee of Marion County and will be located and constructed in accordance with requirements, standards and recommendations of the Indiana State Department of Health. Geothermal options shall be approved by all applicable agencies prior to installing solar heating systems of any nature and must be approved by the Architectural Control Committee as to design and building, prior to installation. Owners are hereby advised that such systems are generally disqualified and will not be approved unless the design blends with the structure and adjacent properties. The mailboxes throughout the development are intended to be similar in design and color and will be specified by the developer.

17. Any service lines, sewers, or underground drains or utilities which are encountered in construction of any improvements in this subdivision shall be perpetuated, and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.

18. Any motor vehicle which is inoperative or unlicensed and not being used for normal transportation shall not be permitted to remain on any lot. Above the ground swimming pools shall not be permitted for construction on any lot.

19. The finished yard elevations of the house site on the lots in this subdivision shall be not lower than the elevations shown on the general development plan, and shall be approved in writing by the Architectural Control Committee prior to construction. The lot owners shall be solely responsible for maintaining all finished grade elevations in accordance with the approved development plans and shall bear the cost of all grading or improvements necessary to bring the lot into compliance with these covenants.

20 Drainage swales, ditches, or drainage retention areas along dedicated roadways and within the right-of-way, or dedicated easements are not to be altered, dug out, filled in, tilled, or otherwise changed without the written permission of the Indianapolis Department of Public Works and the Architectural Control Committee. Property owners must maintain these swales as sodded grass areas or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriately sized culverts or other approved structures have been permitted by the Indianapolis Department of Public Works. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by certified mail to repair said damage, after which time, if no action is taken, the Indianapolis Department of Public Works will call for said repairs to be accomplished and the statement for costs of the said repairs will be sent to the affected property owner for immediate payment.

21 All construction commenced on any lot within the development shall be completed within 150 days unless circumstances beyond the control of the builder and/or owner prevent such. The undersigned and/or Association shall have the right and authority to seek an injunction or order for the removal of all materials and partially completed structures in violation of the covenant.

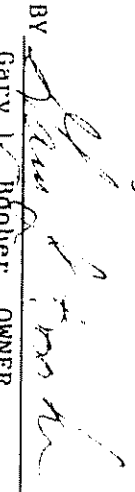
22 All costs of litigation and attorneys fees resulting from violation of these covenants shall be the financial responsibility of the lot owner or owners found to be in violation.

23 These restrictions are hereby declared to be covenants running with the land and shall be binding on all parties and all persons claiming title under grantor for a period of 25 years from the date the covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless at any time after 15 years following the date of recording, an instrument signed by a majority of the land owners of the lots has been recorded agreeing to change said covenants in whole or in part.

24 Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Invalidation of any of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirements of the covenants shall not be considered a waiver of the right to enforce any covenant herein, thereafter.

25 The Metropolitan Development Commission, its successor and assigns, shall have no right, power, or authority, to enforce any covenants, commitments, restrictions, or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance, 5 A0 3, as amended, or any condition attached to approval of this plat by the Plat Committee.

Witnessing our signatures this 23rd day of August, 1988

BY   
Gary L. Booher, OWNER

State of Indiana )  
                          ) SS  
County of Marion)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gary L. Booher and acknowledged the execution of this instrument as his voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 23rd day of August

25. The Metropolitan Development Commission, its successor and assigns, shall have no right, power, or authority, to enforce any covenants, commitments, restrictions, or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance, 5 AO 3, as amended, or any condition attached to approval of this plat by the Plat Committee.

Witnessing our signatures this 22nd day of August, 1988.

BY [Signature]  
Gary L. Booher, OWNER

State of Indiana )  
                          ) SS  
County of Marion)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gary L. Booher and acknowledged the execution of this instrument as his voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 22nd day of August, 1988.

[Signature]

Notary Public

County of Residence Marion

My commission expires: 12/7/91

8801/IMP/COV



**DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
ASSOCIATION, INC. RECORDED AS INST. NO.**

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