

200000005181
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
On 03-10-2000 At 10:04 am.
COVENANTS 18.00
OR Book 165 Page 1937 - 1941

**DECLARATION OF COVENANTS AND RESTRICTIONS
OF
CLEARVIEW ESTATES
HENDRICKS COUNTY, INDIANA**

THIS DECLARATION of Covenants and Restrictions ("Declaration") is made this 9th day of March by Jeffrey W. Duff and Kathy J. Duff, Developer.

WITNESSETH:

WHEREAS, Developer is the owner of certain real property in Hendricks County, Indiana, as described in Clearview Estates, Section One, recorded February 28, 2000 in Plat Cabinet 3, Slide 44, Pages 1a & b, in the office of the Recorder of Hendricks County, Indiana and by reference is hereby made a part hereof ("Real Estate"); and,

NOW, THEREFORE, Developer hereby affirms that all of the property described in Clearview Estates, Section One, recorded February 28, 2000 in Plat Cabinet 3, Slide 44, Page 1a & b, in the office of the Recorder of Hendricks County, Indiana shall hereafter be held subdivided, sold and conveyed subject to the following Declaration which purports to protect the value and desirability of the Development, and which shall run with the Real Estate and shall be binding on all parties having right, title, or interest in the Real Estate or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

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ARTICLE I
DEVELOPER APPROVAL OF BUILDING PLANS

Type, Size, and Nature of Construction Permitted and Approvals Required:

Each lot shall be used for the purpose of a single family residential home ("Dwelling Unit"), consistent with the applicable zoning ordinance of Hendricks County, Indiana. Construction of any Dwelling Unit shall not commence on any lot without the prior written approval of the Developer. Such approval shall be exclusively based on the verification that the following criteria will be met.

1. **Minimum Areas:** The following restrictions shall apply: Any Dwelling Unit erected, placed or altered shall have the following minimum areas, exclusive of porches, decks, and garages:
 - a. The minimum floor area of a Dwelling Unit shall be 1,800 square feet.
 - b. The minimum main floor area of a Dwelling Unit of more than one story shall be 1200 square feet, provided that the total floor area of each Dwelling Unit is at least 1,800 square feet.
2. **Construction Materials:** Colors of homes and improvements will generally be subdued, earthen tones or white, and compatible with other structures in the immediate area. Homes shall consist of a minimum of 50% (fifty percent) brick exterior on the front view of the dwelling. A maximum of 50% (fifty percent) of exterior vinyl siding shall be permitted. The use of aluminum exterior siding is prohibited. Each home must have at least a 2 car attached garage.
3. **Roof Pitch/Soffit Area:** Main Roof Pitch shall be a minimum of 8/12 on all Dwelling Units. The width of the soffit area shall be a minimum of 10 inches wide.
4. **Accessory Buildings:** One accessory building is permitted on each lot within the subdivision. All exterior appearances of accessory buildings shall be maintained in good condition.
5. **Prohibition of Mobile Homes:** No mobile home, shack, or other structure shall be placed or constructed on any Lot at any time for use as a permanent residence or for any other purpose, except as reasonably required in connection with the construction of a Dwelling Unit on a Lot, provided that such temporary structure does not stay for more than a twelve (12) - month period.

**ARTICLE II
OTHER PROVISIONS**

- A. **Nuisances:** No Noxious or offensive activities shall be conducted on any Lot in the Development, nor shall anything be done on any Lot which shall be or shall become an unreasonable annoyance or nuisance to the Owners of other Lots in the Development. The firing of firearms for practice or sport is prohibited.
- B. **Animals:** No quantity of animals shall create a nuisance or unsightly condition or smell shall be raised, bred or kept on any lot.
- C. **Ditches and Swales:** All Owners shall keep unobstructed and in good repair, all open storm water drainage ditches and swales located on their respective Lots. Any field tile or underground drain encountered during construction of any improvements within the Development shall be perpetuated.
- D. **Refuse:** No owner of a lot shall permit garbage and refuse to collect on said lot.
- E. **Parcels:** No parcel of land shall be re-divided into a smaller parcel.
- F. **Business:** No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession.
- G. **Construction Completion:** A dwelling on each lot must be completed one (1) year from the date construction starts.
- H. **Driveways:** Residential driveways shall be constructed of concrete or asphalt. Placement shall be a minimum of four (4)" thick excluding subbase material. The driveway shall be completed not later than 2 years from the construction completion date.

**ARTICLE III
EFFECT OF BECOMING AN OWNER**

Any Owner, by the acceptance of a deed conveying title thereto, or the execution of a contract for the phrase thereof, whether from Developer or a subsequent Owner, shall accept said deed or execute the contract subject to this Declaration and any agreements herein contained. Said Owner shall covenant and agree with and consent to Developer and with and to the Owners and subsequent Owners of each of the Lots to keep, observe, comply with and perform said Declaration and agreements.

ARTICLE IV
DURATION AND AMENDMENT

- A. **Duration and Declaration:** This declaration shall be effective for an initial term of twenty-five (25) years from the date of its recordation by the Recorder of Hendricks County, Indiana, and shall automatically renew for additional terms of ten (10) years each, in perpetuity, unless at the end of any term, the Owners of a Majority of the Lots vote to terminate this Declaration, in which case this Declaration shall terminate as of the end of the term during which such vote was taken.

- B. **Amendment of Declaration:** Developer hereby reserves the right to make such amendments to this Declaration as may be deemed necessary or appropriate by Developer without the approval of any other person or entity, in order to bring this Declaration into compliance with the requirements of any public agency having jurisdiction thereof.

ARTICLE V
ENFORCEMENT AND SEVERABILITY

If the parties hereto, or any of them, their heirs or assignees shall violate anything stated in this Declaration, it shall be lawful for any Owner or Owners in this subdivision to prosecute by any proceedings at law or equity the persons violating or attempting to violate any such covenant and either to prevent him/her/them from so doing or to recover damages or other dues for such violation, including attorney fees. A violation of any restriction herein will not result in reversion or forfeiture of title. Invalidation of any provision of the Declaration by court order, shall in no way affect any of the other provisions herein, which shall remain in full force and effect. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these provisions shall be held to be a waiver by that or any party of any right available to him upon the occurrence, reoccurrence or continuation of such violation or violations of this Declaration.

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IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this 9th day of March, 2000.

BY: Jeffrey W. Duff

BY: Kathy J. Duff

STATE OF INDIANA
COUNTY OF HENDRICKS

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) SS:
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Before me, a Notary Public in and for said County and State, personally appeared, Jeffrey W. Duff and Kathy J. Duff, who acknowledged the execution of the foregoing document and, who, having been duly sworn, stated that any representation herein contained are true.

Witness my hand and Notarial Seal this 9th day of March, 2000.

Brandon Lawson
Notary Public - Signature

Brandon Lawson
Notary Public - Printed

County of Residence:
Hendricks

My Commission Expires:
September 5, 2000

This document prepared by Jeffrey W. Duff and Kathy J. Duff, P.O. Box 206, Lizton, IN 46149

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STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared, Jeffrey W. Duff & Kathy J. Duff and Paul R. Ratliff & Betty L. Ratliff, who acknowledged the execution of the foregoing document and, who having been duly sworn, stated that any representation herein contained are true.

Witness my hand and Notarial Seal this 31st day of August, 2001.



Debbie G. Brewer
Notary Public - Signature

Debbie G. Brewer
Notary Public - Printed

County of Residence: Hendricks

My Commission expires: July 9, 2009

This document prepared by Kathy Duff.

200000005181
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
On 03-10-2000 At 10:04 am.
COVENANTS 18.00
OR Book 165 Page 1937 - 1941

Re-Recorded to add names and Legal Description
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OF
CLEARVIEW ESTATES
HENDRICKS COUNTY, INDIANA

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9th day of March by Jeffrey W. Duff and Kathy J. Duff, Developer.

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200000009422
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
On 05-01-2000 At 02:11 pm.
RERECOVENAT 23.00
OR Book 173 Page 1097 - 1104

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ARTICLE I
DEVELOPER APPROVAL OF BUILDING PLANS

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ARTICLE IV
DURATION AND AMENDMENT

- A. **Duration and Declaration:** This declaration shall be effective for an initial term of twenty-five (25) years from the date of its recordation by the Recorder of Hendricks County, Indiana, and shall automatically renew for additional terms of ten (10) years each, in perpetuity, unless at the end of any term, the Owners of a Majority of the Lots vote to terminate this Declaration, in which case this Declaration shall terminate as of the end of the term during which such vote was taken.

- B. **Amendment of Declaration:** Developer hereby reserves the right to make such amendments to this Declaration as may be deemed necessary or appropriate by Developer without the approval of any other person or entity, in order to bring this Declaration into compliance with the requirements of any public agency having jurisdiction thereof.

ARTICLE V
ENFORCEMENT AND SEVERABILITY

If the parties hereto, or any of them, their heirs or assignees shall violate anything stated in this Declaration, it shall be lawful for any Owner or Owners in this subdivision to prosecute by any proceedings at law or equity the persons violating or attempting to violate any such covenant and either to prevent him/her/them from so doing or to recover damages or other dues for such violation, including attorney fees. A violation of any restriction herein will not result in reversion or forfeiture of title. Invalidation of any provision of the Declaration by court order, shall in no way affect any of the other provisions herein, which shall remain in full force and effect. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these provisions shall be held to be a waiver by that or any party of any right available to him upon the occurrence, reoccurrence or continuation of such violation or violations of this Declaration.

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IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this 28th day of April, 2000.

BY: Jeffrey A. Thompson
Owner

BY: Michelle M. Thompson
Owner

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared, Jeffrey A. Thompson and Michelle M. Thompson, who acknowledged the execution of the foregoing document and, who, having been duly sworn, stated that any representation herein contained are true.

Witness my hand and Notarial Seal this 28th day of April, 2000.

Brandon Lawson
Notary Public - Signature

Brandon Lawson
Notary Public - Printed

County of Residence:
Hendricks

My Commission Expires:
September 5, 2000

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LEGAL DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 16 NORTH, RANGE 1 WEST, UNION TOWNSHIP, HENDRICKS COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER SECTION; THENCE NORTH 01 DEGREE 47 MINUTES 00 SECONDS WEST (ASSUMED BEARING), ALONG THE WEST LINE OF SAID QUARTER SECTION AND THE APPROXIMATE CENTERLINE OF STATE ROAD 39, 1094.24 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 34 SECONDS EAST 290.22 FEET; THENCE SOUTH 01 DEGREES 43 MINUTES 01 SECOND EAST 340.75 FEET; THENCE NORTH 88 DEGREES 54 MINUTES 11 SECONDS EAST 240.16 FEET; THENCE SOUTH 01 DEGREE 47 MINUTES 00 SECONDS EAST 755.78 FEET TO THE SOUTH LINE OF AFORESAID QUARTER SECTION; THENCE SOUTH 88 DEGREES 58 MINUTES 51 SECONDS WEST, ALONG SAID SOUTH LINE, 530.01 FEET TO THE POINT OF BEGINNING. CONTAINING 11.45 ACRES, MORE OR LESS, AND SUBJECT TO ALL LEGAL HIGHWAYS, RIGHT-OF-WAY AND EASEMENTS OF RECORD.

This Document prepared by Jeffrey W. Duff and Kathy J. Duff,
P.O. Box 206, Lizton, IN 46149