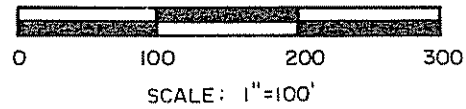
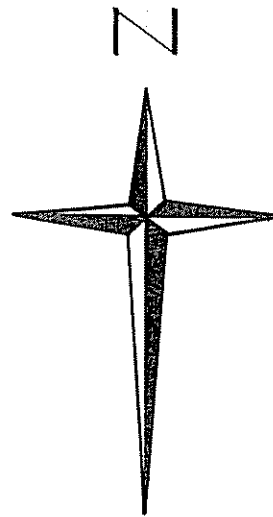


CLEARVIEW HEIGHTS

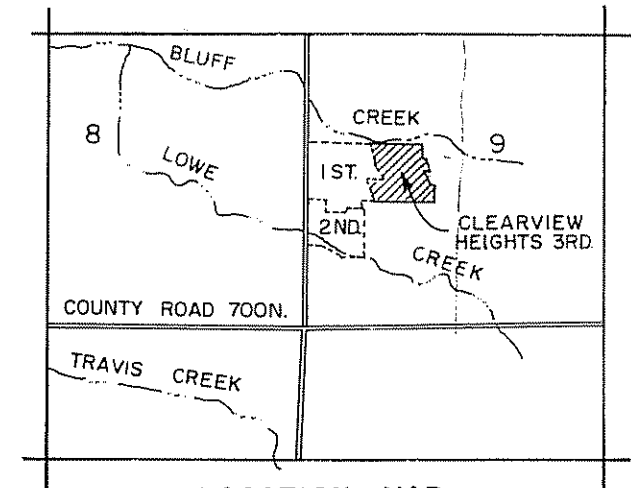
THIRD SECTION

NEAR SMITH VALLEY, INDIANA



LEGEND

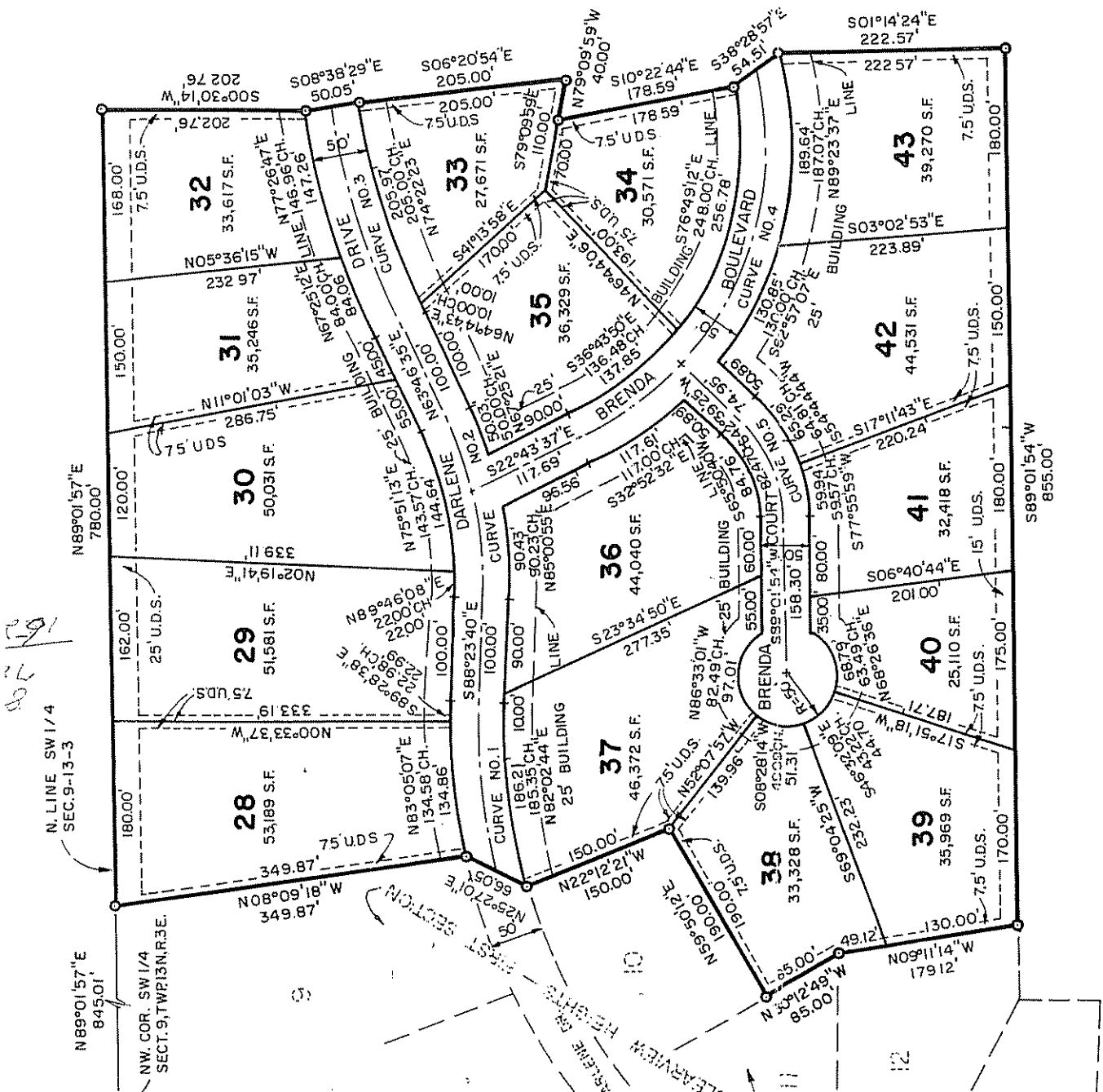
- ⊙ — CONCRETE MONUMENT
- U.D.S. — UTILITY & DRAINAGE STRIP



LOCATION MAP

1" = 200'

CURVE DATA				
NO.	DELTA	TANGENT	RADIUS	LENGTH
1	45°01'32"	IN 231.28'	558.00'	438.50'
		C/L 241.64'	583.00'	458.15'
		OUT 252.00'	608.00'	477.79'
2	27°49'45"	IN 85.00'	343.09'	166.64'
		C/L 91.19'	368.09'	178.79'
		OUT 97.39'	393.09'	190.93'
3	25°15'22"	IN 136.87'	610.92'	269.30'
		C/L 142.47'	635.92'	280.32'
		OUT 148.07'	660.92'	291.34'
4	84°14'36"	IN 255.00'	282.00'	414.63'
		C/L 277.61'	307.00'	451.39'
		OUT 300.21'	332.00'	488.15'
5	46°22'28"	IN 44.86'	104.73'	84.76'
		C/L 55.57'	129.73'	105.00'
		OUT 66.27'	154.73'	125.23'

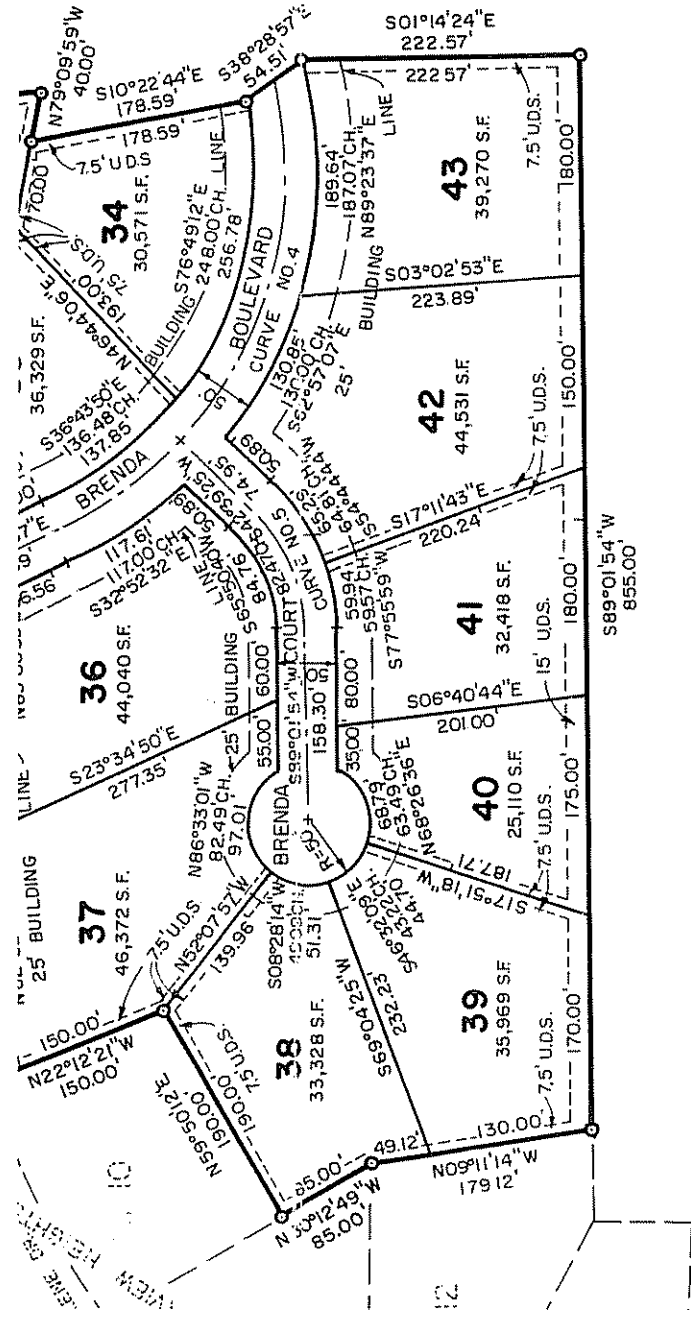


17. no animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept--provided that they are not bred, kept or maintained for any commercial purpose.
18. no lot shall be used or maintained as a dumping ground for rubbish, trash or garbage, other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
19. no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line, and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree 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.
20. 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 these covenants are recorded; after which the said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change them in whole or in part.
21. Invalidation of any one of these covenants by judgment or court order shall in no case affect any of the other provisions which shall remain in full force and effect.

placed or altered on any lot unless the ground floor area of the main structure, exclusive of porches and garages, shall be not less than 1200 square feet for a one story dwelling, nor 1900 square feet for a dwelling of more than one story.

3. Approval shall be as provided in part II.
4. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of porches and garages, shall be not less than 1200 square feet for a one story dwelling, nor 1900 square feet for a dwelling of more than one story.
5. No building shall be located on any lot nearer to the front lot line or nearer to the side street line minimum building setback lines shown on the recorded plat, in any event, no building shall be located nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line, no building located nearer than 10 feet to an interior lot line, for the purposes of this covenant, coves, steps, a porches shall not be considered as a part of the building, provided, however, that this shall not be so permit any portion of a building on a lot to encroach upon another lot.
6. No residence shall be built on any lot having an area of less than that shown on the recorded plat.
7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on recorded plat and over the rear 7.5 feet of each lot.
8. At no time shall any unlicensed unoperative automobile or truck be permitted on any lot.
9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which become an annoyance or nuisance to the neighborhood, trailers, boats, and similar equipment shall not be stored in the front or side yard.
10. No structure of a temporary character, trailer, boat, basement, tent, shack, garage, barn or other curb shall be used on any lot at any time as a residence either temporarily or permanently--nor shall a part completed dwelling be permitted.
11. The Architectural Control Committee is composed of three members, appointed by the developer. A majority committee may designate a representative to act for it, in the event of death or resignation of any member committee, the remaining members shall have full authority to designate a successor, neither the member committee, nor its designated representative shall be entitled to any compensation for services performed this covenant. At any time the then recorded owners of a majority of the lots shall have the power to record written instrument to change the membership of the committee or to withdraw from the committee to it any of its powers and duties.
12. The architectural Control Committee approval or disapproval as required in these covenants shall be in the event the committee, or its designated representatives, fails to approve or disapprove within 30 days and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been filed prior to the completion thereof, approval will not be required and the related covenants shall be deemed fully complied with.
13. With written approval of the Architectural Control Committee, and where, in the opinion of said committee will not detract materially from the appearance and value of other properties, a dwelling may be located on a street than above provided, but not nearer than 30 feet to any street line.
14. Obstructions shall not be placed in, nor be permitted to remain in areas designated as drainage easement shall be preserved and maintained as permanent drainage easements, as shown on the general development plat with the Johnson County Plan Commission.
15. No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is approved by Johnson County and is located, designed, and constructed in accordance with requirements and recommendations of the Indiana State Board of Health.
16. No sign of any kind shall be displayed to the public view on any lot except one professional sign of no more than five square feet advertising the property for sale or rent, or a sign to advertise the property during the construction and sales period.
17. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot, nor shall any structure designed for use in boring for oil or natural gas shall be erected, maintained or operated on any lot.

NO. 0050417 DAY OF 197 AT
RECEIVED FOR RECORD THIS PAGE NO.
RECORDED IN PLAT BOOK FEE
57.00
MARY ETTA HOUGHLAN
JOHNSON COUNTY



17. no animals, livestock, or poultry or any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept--provided that they are not bred, kept or maintained for any commercial purpose.
18. no lot shall be used or maintained as a dumping ground for rubbish, trash or garbage, other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
19. no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line, and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree 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.
20. 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 these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change them in whole or in part.
21. Invalidiation of any one 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.
22. Any field tile or underground drain which is encountered in construction or any improvement within 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.
1st modification of Plat Reconstructed March 54-290 - 2nd Modification March 57-759
 In witness whereof, this indenture has been executed by the undersigned officers of Hob Dunn Corporation for and in behalf of such corporation this _____ day of _____ 19____.

ATTEST:

EMMA JEAN HELMOLD, SECRETARY-TREASURER
 STATE OF INDIANA
 COUNTY OF JOHNSON

Robert K. Dunn, President
 HOB DUNN CORPORATION

_____ day of _____, 19____