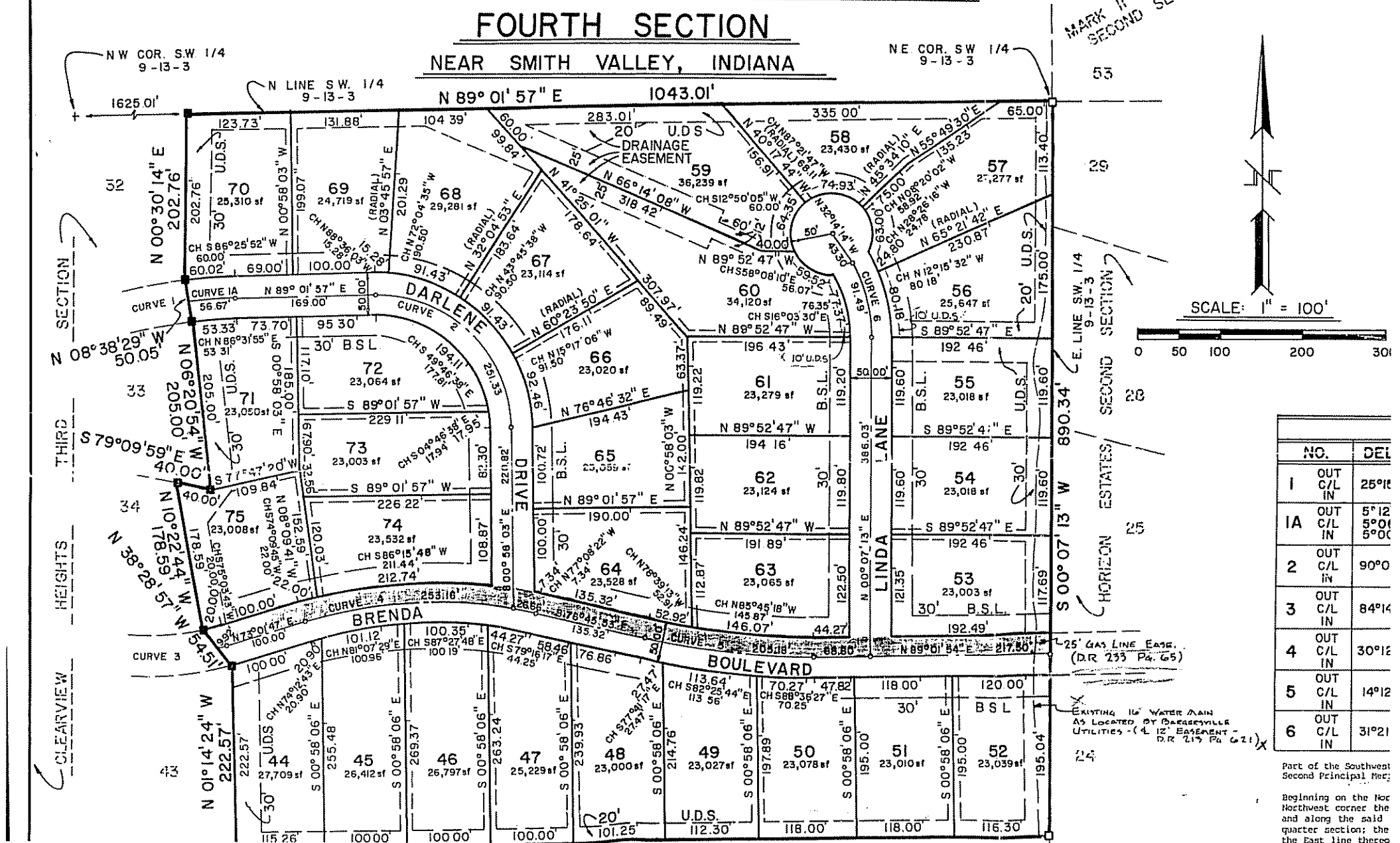


CLEARVIEW HEIGHTS

FOURTH SECTION

NEAR SMITH VALLEY, INDIANA



NO.	DEL
1	OUT C/L IN 25°12'
1A	OUT C/L IN 5°12' 5°01' 5°00'
2	OUT C/L IN 90°0'
3	OUT C/L IN 84°14'
4	OUT C/L IN 30°12'
5	OUT C/L IN 14°12'
6	OUT C/L IN 31°21'

Part of the Southwest Second Principal Mer; Beginning on the Nor Northwest corner the and along the said quarter section; the the East line thereof

Know all men by these presents: Clearview Development, Inc., being the owners in fee simple of the attached described real estate in Johnson County, Indiana.

Do hereby make, plat, subdivide, lay off and dedicate said described real estate into lots and streets in accordance with the plat hereto attached, which subdivision shall be known as Clearview Heights, Fourth Section, White River Township, Johnson County, Indiana.

That the streets as shown on the attached plat are hereby dedicated to public use and that all of the lots contained in the above plat or any portion thereof shall be subject to the following restrictions, which restrictions shall be considered and hereby declared to be covenants running with the land, which said restrictive covenants are as follows, To-Wit:

1. No lot shall be used except for residential purposes, no building shall be erected, altered or placed or permitted on any lot other than the single-family dwelling, not to exceed two (2) stories in height and an attached garage for not more than two (2) cars.
2. No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in part 11.
3. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1200 square feet for a one story dwelling, nor less than 900 square feet for a dwelling or more than one story.
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side st.P/W line, no building shall be located nearer than 12 feet to an interior lot line, for the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be considered to permit any portion of a building on a lot to encroach upon another lot.
5. No residence shall be built on any lot having an area of less than that shown on the recorded plat.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 7.5 feet of each lot.
7. At no time shall any unlicensed unoperative automobile or truck be permitted on any lot.
8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, trailers, boats, and similar equipment shall not be kept or stored in the front or side yard.
9. No structure of a temporary character, trailer, boat, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently--nor shall a partially completed dwelling be permitted.
10. The Architectural Control Committee is composed of three members, appointed by the developer. A majority of the committee may designate a representative to act for it. In the event of death 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 representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to charge the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
11. The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
12. With written approval of the Architectural Control Committee, and where, in the opinion of said committee, the location will not detract materially from the appearance and value of other properties, a dwelling may be located nearer to a street than above provided, but not nearer than 30 feet to any street line.
13. Obstructions shall not be placed in, nor be permitted to remain in areas designated as drainage easements, these areas shall be preserved and maintained as permanent drainage easements, as shown on the general development plan, on file

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13. Obstructions shall not be placed in, nor be permitted to remain in areas designated as drainage easements, these areas shall be preserved and maintained as permanent drainage easements, as shown on the general development plan, on file with the Johnson County Plan Commission.
14. 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, standards, and recommendations of the Indiana State Board of Health.
15. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five 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.
16. No oil drilling, oil development operation, oil refining, quarrying, 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 or natural gas shall be erected, maintained or permitted upon any lot.
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 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. Invalidity of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

ACTIVE COVENANTS

EIGHTH FOURTH SECTION

22. Any field file or underground drain which is encountered in construction of 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.

Inwitness whereof, this indenture has been executed by the undersigned officers of Clearview Development, Inc. for and in behalf of such corporation this 13th day of April, 1987.

CLEARVIEW DEVELOPMENT, INC.

ATTEST:

[Signature]
G. Robert Storey, President

The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure or part thereof erected or maintained in violation thereof, is hereby dedicated to the public and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

State of Indiana
County of Johnson

Before me, the undersigned Notary Public, in and for Johnson County, Indiana, personally appeared G. Robert Storey, and each separately and severally acknowledged execution of the foregoing instrument as his/her voluntary act and deed, for the purpose expressed herein.

Witness my hand and seal this 13th day of April, 1987.

Notary Public Sally L. Higdon
Sally L. Higdon County
Residing In Johnson
My Commission Expires 2-16-90



Approval of this plat does not guarantee the availability of a septic system installation permit. Specific building sites will be evaluated on an individual basis prior to permit issuance.

APPROVED BY the Johnson County Health Department in accordance with the Subdivision Control Ordinance.

[Signature]
John Bonsett, County Sanitarian
ENTERED FOR TAXATION this 11 day of May, 1987.

Sally L. Higdon
Sally L. Higdon, Auditor
Johnson County, Indiana

7146
RECEIVED FOR RECORD THIS 12th day of MAY
19 87 at 11:22 A.M. and Recorded in Plat Book C
Page 235 - 236.

[Signature]
Jacqueline E. Keller
Jacqueline E. Keller, Recorder
Johnson County, Indiana

COPY RECEIVED by Plan Commission Director
[Signature]
Gary Turner

COPY RECEIVED by County Assessor
[Signature]
Charles Combest
Charles Combest