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Subdivision Covenants and Restrictions

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HENDRICKS COUNTY IN
THERESA D LYNCH
On 05-07-1999 At 09:40 am.
COVENANTS 13.00
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COVENANT, CONDITONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions, made this third day of March, 1998; by Bob Hockaday, hereafter referred to as the "Declarant",

WITNESSETH: *Plat Recorded
Plat Cab 2/87 Pg 2*

Whereas, the Declarant desires that a dignified quality residential community be developed and maintained on the said property, that all site planning, building and landscaping be attractive and harmonious with the surroundings and that the peaceful character of the property and to the covenants, conditions, and restrictions shall run with the land and shall be binding upon all persons and entities having or acquiring any right title or interest in any portion of the said property, and shall insure the benefit of each owner thereof

NOW, THEREFORE, Declarant, for and in consideration of the premise and the covenants contained herein, does hereby impose upon the said real property and The following protective covenants, conditions and restrictions;

1, NAME. The subdivision shall be known and designated as Carex Estates located in the Township of Middle, County of Hendricks, Indiana.

2. UTILITY EASEMENTS AND DRAINAGE. "Utility Easements" as shown, shall be reserved for the use of public utilities, electric lines, poles, ducts, pipes, etc, over, under and to said easements for local public use. These easements are not for the use of and shall not be used for high voltage electric transmissions lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time the said transmission line is to be constructed. "Drainage Basements" reserved as drainage swales, and said swales are to be maintained by any owner such as that water from any adjacent lot shall have adequate drainage along such swale. All easements shown as "Utility Easements" ate also to be considered drainage easements. No permanent, or other structure shall be erected or maintained upon the plat and owners of lots shall take their titles subject to the rights of the above described easements,

3, ARCHITECTURAL CONTROL. No residence or dwelling shall be constructed on said real estate unless such residence, exclusive to open porches and attached garages shall have a ground floor area of at least 1650 square feet, if it is a one story structure or 800 square feet on the ground floor, if it is a higher structure, and in the case of a building higher than one story, there shall be at least 600 square feet in addition to the ground floor areas. As well as set back lines for lot 01 and lot 02 are to be in same approximation facing County Rd, 600,

4. **NUISANCES.** No noxious or offensive activity shall be carried upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

5. **GARBAGE AND REFUSE DISPOSAL.** No lots shall be used or maintained as a dumping ground for rubbish, garbage, or other waste, and the same shall not be kept except in sanitary containers. All incinerators, shall be kept clean and sanitary and shall not be used to as to create an offensive sight or odor.

6. **PROTECTIVE COVENANTS.** The "Protective Covenants" are to run with the land and shall be binding to all parties and all persons claiming them until January 1, 2020, at which time said covenants shall be automatically extended for successive periods of 10 years unless changed by a vote of the majority of the land owners of the building sites covered by these covenants in whole or in part. Invalidation of any of the covenants shall remain in full force and effect.

7. **PARKING.** Nothing shall be parked on the shared private road overnight.

8. **EXTERIOR OF HOUSE.** The exterior of the house is to be mostly brick approximately 80%

9. The Lots shall be used for residential purposes only, with private dwelling purposes only by one family only. No lot shall be used for the conduct of any business, commerce or profession. No lot shall be further divided or subdivided.

10. Building materials other than brick, wood or other such material shall be used on all houses. No vinyl or aluminum siding material shall be used on house.

11 - No wild animals, livestock, horses or poultry of any kind shall be kept or maintained or bred on any lot for commercial or other purposes.

12. No fences of any kind may be erected or constructed on any portion of any lot without approval of the Carex Home Owners Association. Satellite dishes exceeding 18" or larger shall be prohibited. No exterior television antennae shall be permitted. No above ground swimming pools shall be permitted.

13 - All property owners hereby covenant, that each such subsequent owner of any lot within said development, by acceptance of a deed of conveyance, shall be deemed and convenient to agree to pay to the association any and all annual assessments or charges, special assessments for capital improvements or such assessments as shall be fixed, established and collected from time to time for such maintenance. The assessment shall be pursuant to a majority vote of the Carex Estates Home Owners Association, which shall be paid to the Treasure of such Association. Any special assessments beyond an annual assessment shall require a two thirds vote of all voting members of

the Association who are voting in person or by proxy at a meeting duly called for such purpose with written notice of which shall be sent to all members at least thirty days in advance and shall set forth the purpose of the meeting. All annual assessments or special assessments or other charges shall be due upon the date as established by the Association. Failure to pay any assessment or charge as established by the Association shall incur interest on such obligation at the rate of 18% per annum and the Association may bring an action at law against the owner personally obligated to pay such or to foreclose the lien against the respective property. Any action to enforce the assessment or charge shall include attorneys fees and the cost thereof. The lien of assessments provided herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the property subjected to assessment. Each owner of a lot in Carex Estates shall be a member of said Association and shall have one vote for all matters coming before the Association, including the selection of board members.

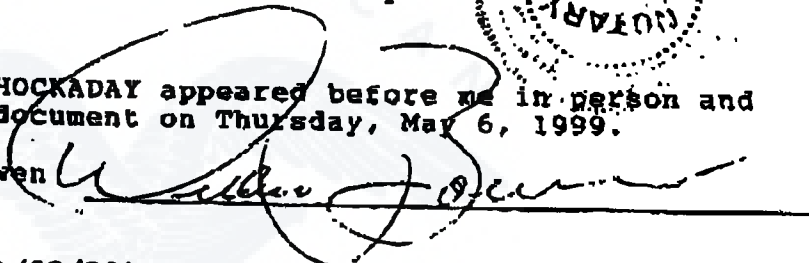

IN WITNESS WHEREOF THE UNDERSIGNED HAS SET ITS HAND AND SEAL THIS 3RD DAY OF MARCH, 1998.


Robert Hockaday

This instrument was prepared by Robert Hockaday.

The above named ROBERT HOCKADAY appeared before me in person and signed the above named document on Thursday, May 6, 1999.

NOTARY: William D. Bowen

My Commission expires 11/02/2001

County of Resident: Hendricks County Indiana