

PROTECTIVE COVENANTS FOR COUNTRY AIRE ESTATES, SEC. 1

Hendricks

1. LAND USE AND BUILDING TYPE - No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling, not to exceed two and one-half stories in height and attached private garage for not more than 2 cars.
2. DWELLING QUALITY AND SIZE - The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1260 square feet for a one story dwelling, nor less than 900 square feet for a dwelling of more than one story.
3. BUILDING LOCATION - No building shall be located on any lot nearer to the front lot line, nor nearer to the side street lot line than the set-back line shown on the recorded plat. No building shall be located nearer than 15 feet to an interior lot line, and, for the purposes of this covenant, eaves, steps and open porches shall not be considered a part of a building, provided however that this shall not be construed to permit any portion of a building to encroach upon any other lot.
4. LOT AREA AND WIDTH - Dwellings may be erected on each lot as platted. Lots may not be subdivided into building plots in such manner that more than one house per lot would be constructed. In the event that any lot is enlarged as a building site, by the addition thereto of adjoining lots or parts of adjoining lots, the side lines heretofore referred to shall be defined as the new side lot lines of such lot, as developed.
5. DRAINAGE AND UTILITY EASEMENTS - There are strips of ground, shown on the plat as "Utility Easements". Said easements are hereby reserved for public utilities for the installation and maintenance of poles and lines, for telephone and electric power, for underground cables, for sewers, for drains, for water mains, each and all serving the lots in said addition. Said easements are likewise reserved for the use of the public for surface water drainage and are to be maintained by the property owner, as such. Under no circumstances shall said easement be blocked, in any manner, by construction of any improvement, nor shall any grading be performed which shall restrict the waterflow in any manner. Said areas are subject to construction or reconstruction, to any extent necessary, to obtain proper drainage at any time by any proper authority or by the developer of the subdivision. Said easements are for the mutual use and benefits of the owners of all lots in the subdivision, and purchasers of the lots shall take title subject to the easements created, and subject at all times to the additional right of the proper authorities to serve, place, replace and recondition all utilities therein, or to install new utilities therein.
6. NUISANCES - No noxious or 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.
7. TEMPORARY STRUCTURES - No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

8. NEIGHBORHOOD SIGNAGE - The sign of any kind on the lot or in the front yard of any lot shall be of a size and design that will not be more than five square feet to advertise the property for sale or rent or used by a builder to advertise the property during the sale and construction period. No sign permitted and any sign required by law may be displayed during the construction period.

9. LIVESTOCK - No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except a dog, cat or other household pet may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

10. GARBAGE AND REFUSE DISPOSAL - No lot shall be used for, or maintained as a dumping ground for rubbish. Trash, garbage and other wastes shall not be kept or stored in sanitary containers. All incinerators or other equipment used for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition.

11. ARCHITECTURAL AND LOCATION RESTRICTIONS - No building shall be erected on any lot in said addition unless the architecture and the placement of the building on the lot shall have been approved by the Architectural Control Committee. Said committee shall be empowered to deny permission to erect any building on any lot if it shall find that the architecture and style of said building would not be harmonious with other buildings in said addition, or that the building would be of inferior quality to the other buildings in the addition or would be located in such a manner as to cause an unattractive appearance. If a'd board shall deny permission to erect any building on any lot in said addition, they shall state, in writing, the reasons for denying permission and such permission shall not be automatically or conditionally refused.

The Architectural Control Committee shall be composed of H. Gene Combs and Mitchell E. Denny and a licensed professional engineer of their choice.

12. MINIMUM GRADE LINE ELEVATION - A minimum grade line elevation is hereby established for each lot, and no grade line can be constructed lower than said minimum. The minimum elevation shall be shown on the development plan on file with the Hendricks County Plan Commission and no house may be built until location and elevation is checked on the lot and certified by a licensed professional engineer or land surveyor.

13. FENCING - No fence, wall, hedge or shrub planting, higher than 18 inches shall be permitted between the front property line and the front building set-back line, except where such shrub or evergreen is a part of the landscaping of the house in which case the prime root must be within four feet of the house. All other fences shall be no higher than five feet.

14. STORAGE TANKS - Oil or gas storage tanks shall be either buried or located in a house or a garage such that they are completely concealed from outside view.

15. VEHICLE PARKING - Boats, housecars, campers, trailers and trucks larger than one-half ton, or any unlicensed cars, if parked overnight or longer, shall be parked in the rear of the property and effectively screened such that they are not visible from the street.

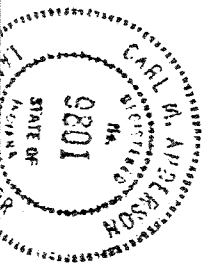
CERTIFICATE AND DESCRIPTION OF CONVEYANCE AIR ESTATES SECTION ONE

By, the undersigned, being duly authorized and licensed as a Registered Professional Engineer and Land Surveyor, within the State of Indiana, do hereby certify that the attached plat and survey of Country Aire Estates, Section One, situated in Liberty Township, Hendricks County, Indiana, is a true representation of a part of the southeast quarter of Section 23, Township 14 North, Range 1 West and being more particularly described, as follows, to wit:

Begin at the southwest corner of the aforesaid southeast quarter and proceed thence South 90°0'0" East (on assumed bearing) along the section line, for a distance of 1542.44 feet; thence North 0°45'10" West, for a distance of 1199.41 feet; thence South 63°52'18" West for a distance of 20.59 feet; thence North 66°45'38" West for a distance of 357.58 feet; thence curve right with a 732.14 foot radius curve for a distance of 12.03 feet (the chord of which bears South 23°42'37" West for a distance of 12.03 feet) thence North 65°49'08" West for a distance of 245.08 feet; thence South 29°22'27" West for a distance of 171.95 feet; thence South 37°0'38" West for a distance of 142.12 feet; thence South 52°53'40" East for a distance of 220.00 feet; thence curve left with a 750 foot curve, for a distance of 11.61 feet (the chord of which bears South 36°39'44" West for a distance of 11.61 feet; thence South 53°46'53" East for a distance of 214.75 feet; thence South 22°36'57" West for a distance of 67.74 feet; thence South 11°09'27" West for a distance of 135.67 feet; thence South 2°41'04" West for a distance of 125.10 feet; thence South 0°45'10" East for a distance of 358.92 feet; thence South 89°29'26" West for a distance of 67.65 feet; thence South 89°14'50" West for a distance of 192.35 feet; thence South 0°45'10" East for a distance of 35.83 feet; thence South 89°14'50" West for a distance of 180.00 feet; thence North 0°08'20" West for a distance of 72.37 feet; thence North 90°0'0" West for a distance of 633.12 feet; thence South 0°44'59" East, along the quartersection line, for a distance of 240.02 feet to the point of beginning, containing 20.8147 Acres more or less. All dimensions computed from electronic measurements.

Said addition consists of 29 lots, numbered 1 through 7 and 14 through 35. Locations and dimensions of the lots, streets and easements are shown on the plat; and all dimensions are shown in feet and decimal parts thereof.

I do hereby certify that all of the above is true and correct; and in witness thereof, do hereby set my Hand and Seal, this 31st day of December, 1973.



*Carl M. Anderson*

Carl M. Anderson P.E. & L.S.  
Reg. Land Surveyor #9801  
State of Indiana

15. DRAINAGE MAINTENANCE - It shall be the duty and the responsibility of each landowner in this addition to maintain any drainage swale which is shown on the Development Plan contiguous to or on his property. Said Development Plan being approved by the Hendricks County Plan Commission and as filed with said body. Maintenance shall include both the maintenance of the elevations shown on the Development Plan (as originally constructed) and also preservation of the hydraulic characteristics of the ditch, by removal of all trash and debris and/or anything that would in any way restrict the flow of water in said swales. The word "swale" shall apply to any ditch or channel constructed to provide a drainage waterway.
17. TERM - 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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots shall have been recorded, agreeing to change said covenants in whole or in part.
16. ENFORCEMENT - Enforcement shall be by proceedings at law, or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. These restrictions shall inure to and be enforceable on any lot or part thereof in this addition and on judgment for costs on account of legal action brought to enforce said restrictions, or any of them, shall carry with it the attorney's fees for plaintiff's attorney which shall attach to and become a lien upon any real estate owned by the defendant in this addition.
19. SEVERABILITY - Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
20. DWELLING MATERIALS - At least 70% of the exterior elevations of all residences shall consist of either brick or natural stone. All foundations shall be veneered with some type of facing material in such a manner that raw block is not exposed to view.
21. DRIVEWAYS - All driveways shall be paved with a hard surface, dust free material such as asphalt or concrete.