

CLOVERLEAF VILLAGE, SECTION FIVE
Instrument #72-45178
Recorded August 3, 1972

All streets shown and not heretofore dedicated are hereby dedicated to the public as right-of-way for public streets.

PART A - AREA OF APPLICATION

A-1 Full Restricted Residential Area: The Residential Area Covenants in Part B in their entirety shall apply to all lots in CLOVERLEAF VILLAGE, SECTION FIVE.

PART B - RESIDENTIAL AREA COVENANTS

B-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 a private garage for not more than three cars.

B-2 Architectural Control: No building shall be erected, placed, or altered on any lot until the construction plans 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 elevations. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback lines unless similarly approved. Approval shall be as provided in Part C.

Dwelling Cost, Quality and Size: No dwelling shall be permitted on any lot at a cost of less than \$8,500.00 based upon costs levels prevailing on the date these covenants are recorded, it being the intention and purposes of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet, in the case of a one-story dwelling nor less than 728 square feet of ground floor area for a dwelling more than one story in height.

B-4 Building Location: 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 25 feet to the front lot lines or nearer than 25 feet to any side street line. No dwelling shall be located nearer than four feet to any side lot line. No dwelling shall be located nearer than 25 feet to any rear lot line. For the purpose of this covenant, overhanging eaves to a 4-foot maximum shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

B-5 Lot Area and Width: No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8450 square feet.

B-6 Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Right of Egress and Ingress for maintenance shall not be prohibited.

B-7 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. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot in this subdivision or on any street thereof. No boat, trailer, or camper shall be parked within 25 feet of the front property line of any lot.

B-8 Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

B-9 Driveways: No cinder driveways shall be permitted.

B-10 Signs: 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 sign of any dimension used by a builder to advertise the property during the construction and sales period.

B-11 Livestock and Poultry: 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 kept, bred, or maintained for any commercial purpose.

B-12 Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or 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.

B-13 Protective Screening: Protective screening areas are established as shown on the recorded plat. Except as otherwise provided herein regarding street intersections under "Sight Distance of Intersections", planting, fences, or walls shall be maintained throughout the entire length of areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure, except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the areas shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities. In addition, on all lots, no screen planting over 36 inches high and no fences shall be permitted between the building set-back line and front lot line.

B-14 Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines; or, in limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

PART C - ARCHITECTURAL CONTROL COMMITTEE

C-1 Membership: The Architectural Control Committee is composed of Hershel R. Murphy, Kenneth W. Jones, and J.C. Burris of Indianapolis, Indiana. 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. The powers and duties of such committee and of its designated representative shall cease on and after 25 years from date of plat. Thereafter, the approval described herein shall not be required unless prior to said date and effective thereon, a majority of the lot owners in this subdivision appoint a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

C-2 Procedure: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative 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.

PART D - WAYVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

D-1 No lot owner shall remonstrate against or otherwise in any way object to or commence or otherwise be party to any legal proceedings to prevent any action taken by the Common Council of the City of Indianapolis, Indiana, to annex or otherwise incorporate within the boundaries of said City all or any portion of said Addition to said City of Indianapolis, Indiana, pursuant to any existing or future statute or other law of the State of Indiana or otherwise.

Cloverleaf Builders, Inc., by Hershel R. Murphy, President, and Kenneth W. Jones, Vice-President, owners of the real estate described in the foregoing Land Surveyor's Certificate make the dedication, restrictions, and protective covenants on Page 2 of this platting, which dedication, restrictions, and protective covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 25 years from date of plat, at which time said covenants, or restrictions, shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the building lots covered by these covenants, or restrictions, by judgment of a court of competent jurisdiction shall in no wise affect any other covenant or restriction, which shall remain in full force and effect. The right to enforce the within provisions, restrictions, and covenants by injunction together with the right to cause removal by due process of law of structures erected or maintained in violation thereof, is hereby dedicated and reserved to the owners of the several lots in this subdivision, their heirs, or assigns and the Metropolitan Plan Commission of Marion County, Indiana, their successors or assigns who shall be entitled to such relief without being required to show any damage of any kind to the new such owner by or through any such violation or attempted violation.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure erected or maintained in violation hereof 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.