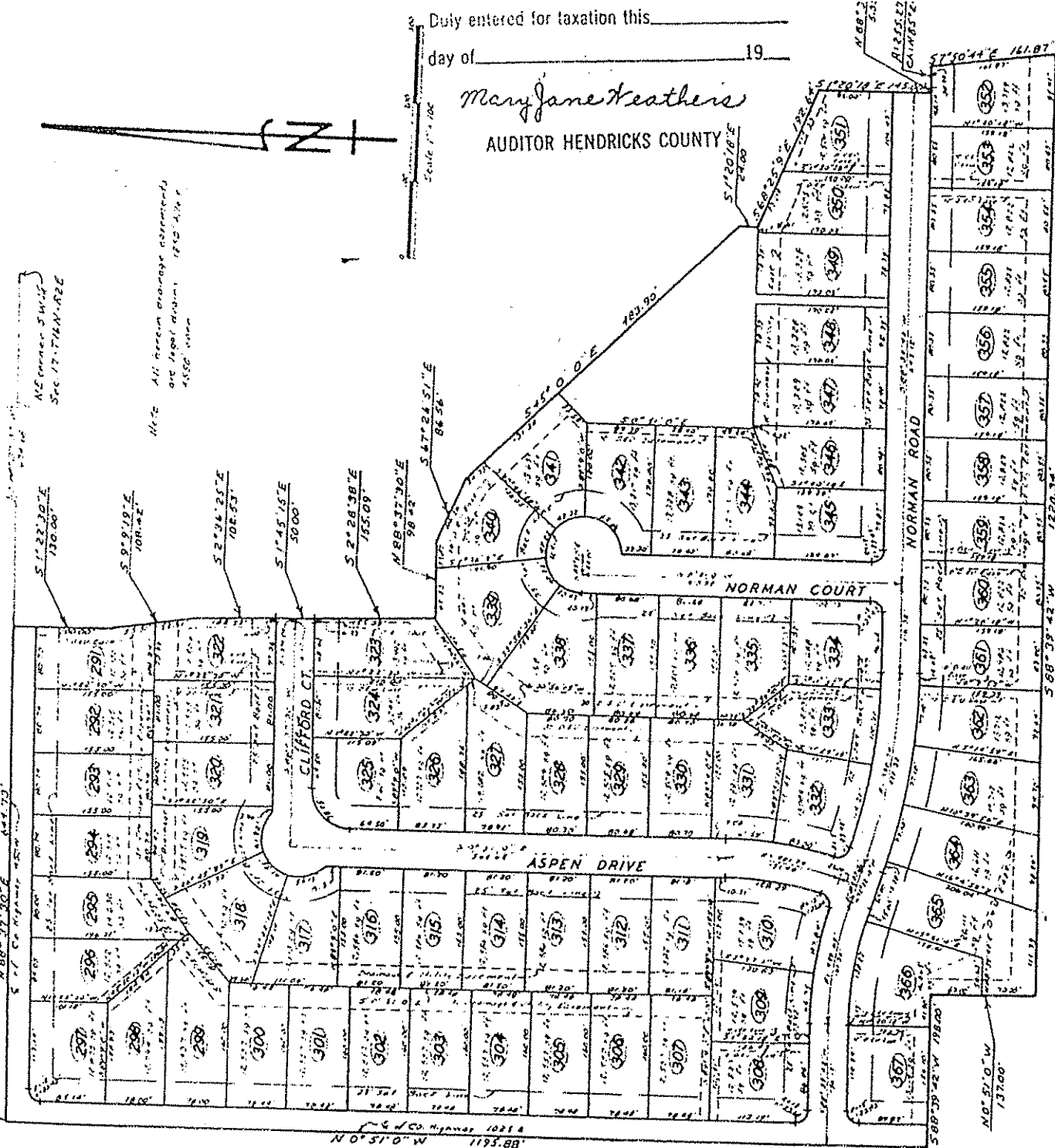


CLERMONT HEIGHTS SECTIC

10



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 neighbor.
7. TEMPORARY STRUCTURES - No structure of a temporary character, trailer, basement, tent, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either partially or permanently.
8. SIGNS - No sign of any kind shall be displayed to the public view on any lot, except the professional sign of not more than one square foot may be used; and that one sign of not more than five square feet to advertise the property for sale or rent, or signs used by a builder to advertise the property during the sales and construction period may be permitted and any sign required during the construction period may be displayed.
9. LIVESTOCK - No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not 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, except in sanitary cans. 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. 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 green is a part of the landscaping of the house in which case the prime root must be within 10 feet of the house.
12. STORAGE TANKS - Oil or gas storage tanks shall be either buried or located in a house or garage such that they are completely concealed from outside view.
13. VEHICLE PARKING - Boats, housecars, campers, trailers and trucks larger than one-half ton, any unlicensed cars or vehicles, if parked overnight or longer, shall be parked in the rear of a property and effectively screened such that they are not visible from the street.
14. DRAINAGE MAINTENANCE - It shall be the duty and the responsibility of each landowner in addition to maintain any drainage swale which is shown on the Development plan, contiguous to his property. Said Development plan being approved by the Hendricks County Plan Commission as filed with said body. Maintenance shall include both the maintenance of the elevations shown on the plan (as originally constructed) and also preservation of the hydraulic characteristics of the swale 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 drainage waterway and which shall be subject to the 1965 Drainage Act of Indiana.
15. TERM - These covenants are to run with the land and shall be binding on all parties and all parties 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 any part thereof in addition, and any 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 and become a lien upon any real estate owned by the defendant in his addition.
17. SEVERABILITY - Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

HENDRICKS COUNTY
ENGINEER
THIS PLAT HAS BEEN
REVIEWED AND IS
HEREBY RELEASED
FOR RECORDING.
DATE: Oct. 30, 1975
BY: Stanly M. Shuttle

PROTECTIVE COVENANTS FOR CLERMONT HEIGHTS, SECTION 1EN

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 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 SIZE AND QUALITY** - The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet for a one story dwelling nor less than 750 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 8 feet to an interior lot line, and for the purpose of this covenant, steps and open porches shall not be considered a part of a building, provided that this shall not be construed to permit a portion of a building to encroach upon any other lot.
4. **EXTERIOR WALLS FOR ADDITIONS TO A STRUCTURE** - Any addition to any house within this area shall use the same material at the exterior wall of the main building.
5. **DRAINAGE AND UTILITY EASEMENTS** - There are strips of ground, shown on the plat as "Utility Easement". Said easement 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, in 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 benefit 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, replace and reconstruction of 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. **SIGNS** - No sign of any kind shall be displayed to the public view on any lot, except that one professional sign of not more than one square foot may be used; and that one sign of not more than five square feet to advertise the property for sale or rent, or signs used by a builder to advertise the property during the sales and construction period may be permitted and any sign required by law during the construction period may be displayed.
9. **LIVESTOCK** - No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets 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, except 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. **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.
12. **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.
13. **VEHICLE PARKING** - Boats, horsecars, campers, trailers and trucks larger than one-half ton, or any unlicensed cars or vehicles, 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.
14. **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 Planning Commission and as filed with said body. Maintenance shall include both the maintenance of the elevation shown on the 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 swale. The word, "swale", shall apply to any ditch or channel constructed to provide a drainage waterway and which shall be subject to the 1963 Drainage Act of Indiana.
15. **TERMS** - 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 person 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 any part thereof in this addition, and any 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.
17. **SEVERABILITY** - Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

HENDRICKS COUNTY
ENGINEER
THIS PLAT HAS BEEN
REVIEWED AND IS
HEREBY RELEASED
FOR RECORDING.
DATE: Oct. 30, 1975
BY: Stanley M. Skittle

DEDICATION OF CLERMONT HEIGHTS, SECTION 1EN

We, the undersigned, M. & H. Home, Inc., owners of the real estate in the Plat hereon, do hereby certify that we have laid off, platted, and hereby lay off, plot and subdivided said real estate in accordance with the subdivision shown on the plat hereon, which is known and designated as Clermont Heights, Section 1EN in Lincoln Township, Hendricks County, Indiana; and all streets and easements hereon are hereby dedicated to the public.

Witness our Hand and Seal this 22nd day of October, 1975.

M. & H. Home, Inc., by
Loren C. Mann
Loren C. Mann, Jr.
Janet M. Mann
Janet M. Mann

STATE OF INDIANA)
COUNTY OF HENDRICKS) SSI

Before me, the undersigned Notary Public, in and for the county and state of Lincoln, Indiana, do hereby certify that we have laid off, platted, and hereby lay off, plot and subdivided said real estate in accordance with the subdivision shown on the plat hereon, which is known and designated as Clermont Heights, Section 1EN in Lincoln Township, Hendricks County, Indiana; and all streets and easements hereon are hereby dedicated to the public.

Witness my Hand and Seal, this 22nd day of October, 1975.
My commission expires 2/3/77
Calvin M. Skittle
Notary Public

Approved by the Hendricks County Planning Commission at a public meeting of _____, 1975.

James J. Skittle
Secretary, Hendricks County Planning Commission

Entered for taxation, this 5th day of November 1975, at 8:01

Mary J. Skittle
Notary Public

13910.
Received for record, this 5th day of Nov. 1975, at 8:01
and recorded in Book 9, page 47.

M. & H. Home
Recorder, Hendricks County

ANDERSON & ASSOCIATES, PROJECT-CLERMONT HEIGHTS, SECTION 1EN	
Title- Plat	
SCALE Horizontal 1" = 100'	Date Drawn 3/15/75
Vertical	Revision 1
	Revision 2
Certified by <i>Carl M. Anderson P.E. # 469</i>	