

71

Section 33, Towns

DEDICATION OF ARCADIA ESTATES SUBDIVISION, SECOND SECTION

The undersigned, Jim H. Henry and Geraldine Henry, owners of the real estate described on this plat, do hereby certify that they have plotted and subdivided the same into lots, to be known as ARCADIA ESTATES SUBDIVISION, SECOND SECTION, as shown hereon, and do now establish the following covenants and restrictions, provisions and conditions as a part of said subdivision plat, which covenants, restrictions, provisions and conditions being for the mutual benefit of all lot owners, the same are hereby declared to be covenants which shall run with the land. Invalidaton of any one of the covenants, by judgement of a court of law or by legislative statute shall in no way affect the other covenants which shall remain in full force and effect.

1. All streets, roadways and drives as shown on said plat are hereby dedicated to the public and are for the use of the owners of the lots in said subdivision.

2. Building and set back lines are hereby established as shown on said plat and the front building lines are to be construed in such a manner that no structure shall be erected or maintained on said building line or between the street and the front building line.

3. That the utility easements shown on said plat are reserved for the public utility companies, not including transportation companies, for the installation of lines, ducts, gas or water mains or laterals and sewers. Drainage easements as shown on said plat are reserved as drainage ways/swales for water runoff, and said ways/swales are to be maintained by the adjoining owner such that water runoff from adjacent lands is not obstructed or hindered in its flow into or through said drainage ways/swales. No permanent structure shall be maintained upon said utility and/or drainage strips. All owners shall take their titles subject to the rights of the public utilities and subject to the rights of the owners of the other lots in this subdivision.

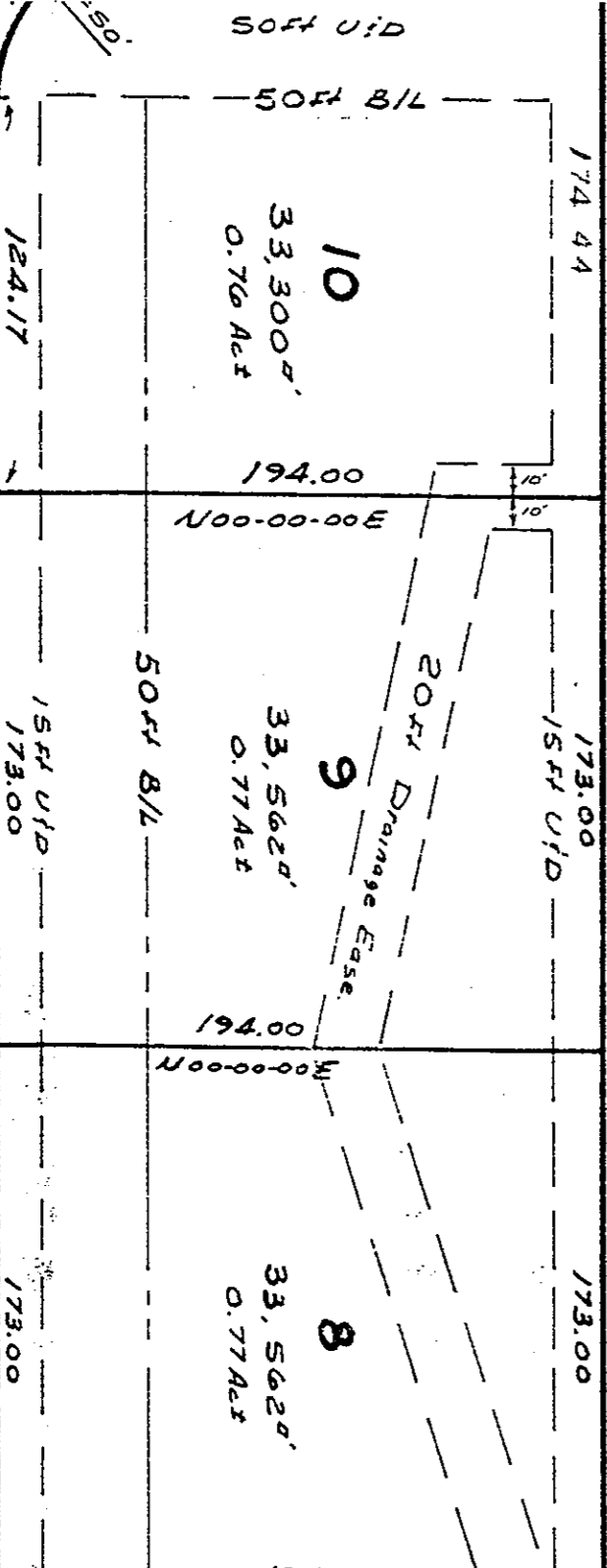
4. No lot shall be used except for residential purposes.

5. No mercantile or business establishment of any kind or character shall be erected, altered, permitted or maintained on any of said lots.

6. No m and dwel and garag attached t detached at mini-barns, be constru readily mov
7. The a combinati trim. The prefabricate permitted to
8. All v disposed of comply with all other time, a ces owners MUST
9. No dump
10. No t permitted t or outbuidd pools are decorative in-ground po
11. No 1 remain ther the owner's
12. Const year from th
13. All 1 long as the c
14. All o construction

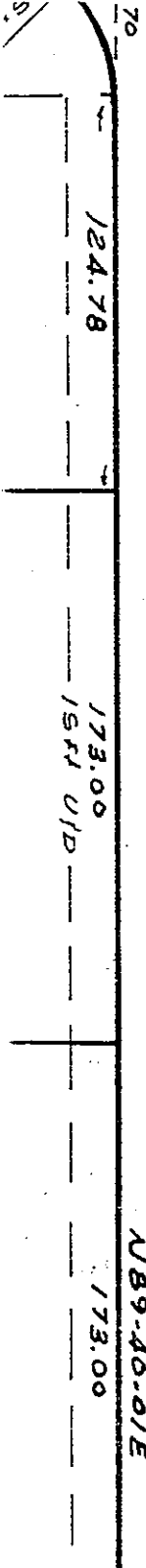
CHICAGO TITLE ARCADIA

N 89-40-01E



CHALET

50 FT WIDE



2

ARCADIA ESTATES

Part of the East Half of the
Township 14 North, Range 1

6. No more than one dwelling shall be placed upon any one lot. Each dwelling shall have a minimum area, exclusive of open porches and garages, of 1600 square feet. A garage, if any, shall be attached to the dwelling. Detached garages or other permanent detached structures will not be allowed. Storage buildings, i.e. mini-barns, shall not exceed 192 square feet in floor area, and must be constructed of approved rough sawn wood siding and trim, and be readily moveable.
7. The exterior of all structures shall be of brick/stone veneer, a combination of brick/stone and rough sawn cedar wood siding and trim. The roof shall be approved regulation shingles. No prefabricated or precut structures shall be erected, altered or permitted to remain thereon.
8. All waste from bathrooms, sinks, and laundry tubs shall be disposed of through sewer lines or approved septic systems and shall comply with the regulations of the Indiana State Board of Health and all other proper state or municipal authorities. If, at any future time, a central sanitary sewer becomes available the individual lot owners MUST connect to the sewer.
9. No dumping of refuse, garbage or tin cans will be permitted.
10. No trailer or other device shall be altered, placed or permitted to remain thereon and no trailer, portable device, garage or outbuilding shall be used as a residence thereon. Above ground pools are prohibited. Fencing of yards is prohibited, however, decorative privacy fences may be placed around patio and/or in-ground pool areas.
11. No livestock or poultry shall be quartered or permitted to remain thereon, except household pets, which shall be confined to the owner's premises.
12. Construction on any dwelling shall be completed within one (1) year from the date of the commencement of construction.
13. All plans for dwellings must be approved by the developer as long as the developer retains interest in said subdivision.
14. All drives and parking areas are to be of asphalt or concrete construction.

ESTATES

896.44

00

173.00

173.00
15th CID

000

20ft Drainage Easement

194.00

100-00-00E

3

PATIES, SECOND SECT Southwest Quarter of East, Morgan County, Indiana.

15. Where water is available through public utility, no wells shall be used as a domestic potable water source and the dwelling must be connected to the public water utility, however, a well may be used for watering lawns or other non-potable water uses. All connections to a public utility or to a private well must comply with the regulations of the Indiana State Board of Health and all other proper state or municipal authorities.

16. The right to enforce these provisions and conditions shall be by injunction together with a right to cause the removal by due process of law and structure erected or maintained in violation of any of the above conditions and provisions is hereby reserved to the owner and is dedicated to the several owners of the lots in said subdivision.

This declaratory statement of uses, limitations, restrictions and covenants to run with the land is hereby so declared and executed this _____ day of May, 1989.

Jim H. Henry

Geraldine Henry
State of Indiana
County of Morgan
CHICAGO TITLE

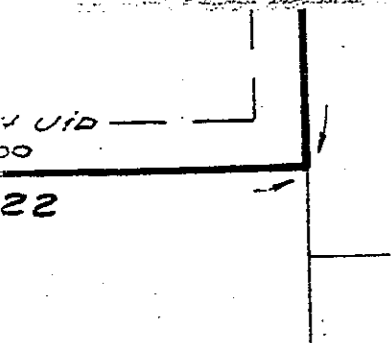
Before me, the undersigned, a Notary Public, personally appeared Jim H. Henry and Geraldine Henry, and acknowledged the above foregoing to be their voluntary act and deed.

Witness my Hand and Seal this _____ day of _____, 1989.

Signed Notary Public

Printed or Typed

Resident of _____ County
My Commission Expires: _____



22

A subdivision
Section
Meridian,
ARCADIA
follows:

Commencing
corner of
minutes
East Half
iron split
thence N
South line
an iron
parallel
pin; there
to an iron
line of
center of
438.42 feet
more or
roadway pu

I, Ross
certify that
this plat
surveyed
inclusive.

Ross O. Hild
Indiana Registered
Surveyor No. 111
Dated: April

UNDER AUTHORITY
THE GENERAL ASSEMBLY
THEREOF, A BILL
BOARD OF COMMISSIONERS

800 :
141415 1st
1516, 17 & 2nd

9107450 BOOK 14 PAGE 39

LAKE MAINTENANCE AGREEMENT

WHEREAS, each of the below described lots share some common ownership of the lake that adjoins Arcadia Estates Section I and II;

WHEREAS, each of the owners have a common interest of the maintenance of the lake;

WHEREAS, each of the lot owners wish to provide for an agreement concerning the maintenance and repair of said lake;

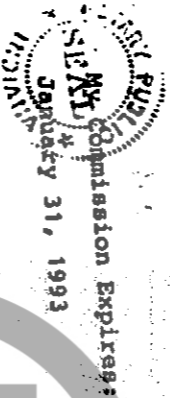
NOW, THEREFORE, the following described lot owners, namely, Lots 1 and 2 in Arcadia Estates, First Section, a subdivision in Monroe Township, as per plat thereof recorded in Deed Record 322, Page 43 of the Office of the Recorder of Morgan County, Indiana; and Lots Numbered 8, 9 and 10 in Arcadia Estates, Second Section, a subdivision in Monroe Township, as per plat thereof recorded in Deed Record 324, Page 377 in the Office of the Recorder of Morgan County, Indiana. That each of the aforementioned lots, by their owner, agree to be responsible for and bear the cost of one-fifth (1/5) of the cost of maintaining and repairing the common lake shared by each of them. In the event that the owners of said lots shall disagree as to the method or manner in which any such repairs or maintenance should be made, or if there is a disagreement regarding whether any maintenance is required, or in the event that any other questions or problems arise with regard to said lake, then such matters shall be resolved in conformity with the decision of a majority of said owners of the lots with each lot having one vote through its owner. This agreement shall be binding on the respective lot owners, their executors, heirs and assigns.

OWNERS OF LOT 1, ARCADIA ESTATES, SECTION I
OWNERS OF LOTS 8, 9, and 10, ARCADIA ESTATES, SECTION II

Jim H. Henry
Jim H. Henry
Geraldine Henry
Geraldine Henry

Subscribed and sworn to before me this 31st day of September, 1990.

Claudia Nichols
Claudia Nichols, Notary Public
Resident of Morgan County



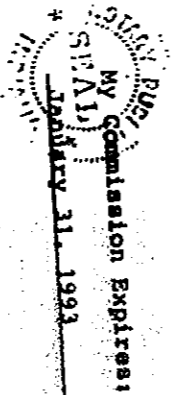
OWNERS OF LOT 2, ARCADIA ESTATES, SECTION 1

David Moline
David Moline

Subscribed and sworn to before me this 21st day of September, 1990.

CHICAGO Claudia Nichols

Notary Public
Printed: Claudia Nichols County
Resident of MORGAN



RECEIVED
91 AUG 23 PM 12 58

This instrument prepared by Timothy C. Currens, Attorney-at-Law,
9 West Main Street, Moorsville, TN 46158-1661.