

# INDIAN HILLS "I"

5119

DEDICATION AND RESTRICTIVE COVENANTS FOR  
"INDIAN HILLS I"

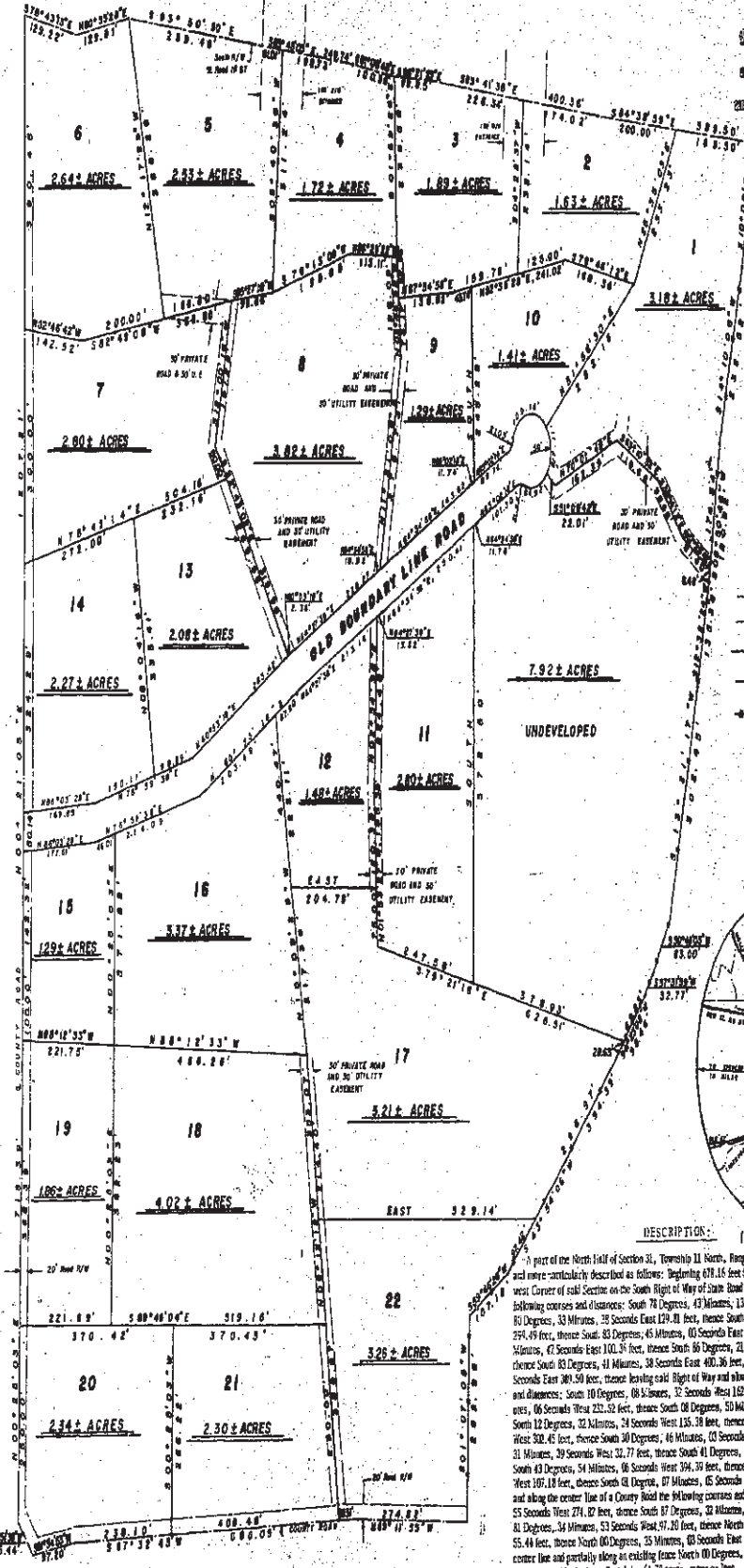
RECEIVED FOR RECORD

the 31 day of Sept. 1979  
at 1:15 o'clock P. M.  
and recorded in Book 3000 Page 21

We, the Owners of the real estate described below, do hereby certify that we have subdivided and planned it according to this plan.  
This subdivision is called INDIAN HILLS I. Old Boundary Line Road, so far as it has not already been so dedicated to the public, is now and hereby so dedicated.  
Front and side yard setback lines are established as shown in the restrictions. Between them and the property lines of the adjacent streets no building or other structure shall be erected or maintained, but the same can be used for utility purposes.  
The strips of ground that are shown on the plan and marked "Easement" are owned by the owners of the lots that are respectively affected, subject to the rights of public utilities for the installation and maintenance of water and sewer mains, poles, ditches, lines and wires. Buildings or other structures shall not be erected or maintained on these strips.

**CONDITIONS, RESTRICTIONS, RESERVATIONS AND PROTECTIVE COVENANTS:**

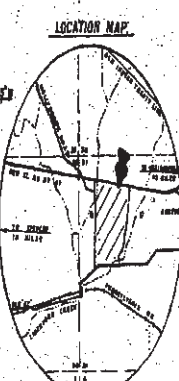
- ALL LOTS AND LANCES IN THIS TRACT SHALL BE KNOWN AS SO DESCRIBED FOR RESIDENTIAL PURPOSES AND SHALL BE SOLD AND USED SOLELY FOR RESIDENTIAL PURPOSES AND SHALL NOT BE USED FOR ANY BUSINESS OR COMMERCIAL PURPOSE WHATSOEVER, WITH THE EXCEPTION THAT AN OWNER MAY ERECT A MODEL DWELLING HOUSE OR LIVING UNIT FOR THE PURPOSE OF SHOWING AND SELLING LIKE UNITS WITHIN THE UNDERSTANDING THAT SAID UNIT WILL ULTIMATELY BE SOLD AND OCCUPIED AS A PRIVATE DWELLING. THERE IS ALSO EXISTING ON TRACT 42 A CORN STORAGE AND DRYING FACILITY WHICH THE OWNER OF SAID TRACT SHALL HAVE THE RIGHT TO USE AS IT PRESENTLY EXISTS, BUT THE CONTINUED USE OF SAID FACILITY IN ITS PRESENT SIZE AND CONDITION SHALL NOT OPERATE TO PERMIT A COMMERCIAL LEASE OF SAID TRACT. NO OBVIOUS OR OFFENSIVE ACTIVITY OF ANY KIND SHALL BE CARRIED ON UPON ANY OF SAID LOTS OR LANDS NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BECOME AN ANNOYANCE OR NECESSITY TO THE NEIGHBORHOOD AND THE NEIGHBORING TRACT OWNERS.
- ALL RESIDENCES SHALL CONTAIN AT LEAST 400 SQUARE FEET OF LIVING AREA ON THE FIRST FLOOR, APPROPRIATE, SIGHTLY AND SUITABLE AUXILIARY STRUCTURES SUCH AS PORCHES, CHANGES, SCREENED SUMMER HOUSES, GREENHOUSES, STORAGE BUILDINGS, MINI-BARS, ETC. MAY ALSO BE BUILT UPON EACH TRACT.
- A SANITARY SEPTIC TANK SHALL BE INSTALLED FOR EACH DWELLING CONSTRUCTED, AND ALL SUCH SEPTIC SYSTEMS SHALL BE OF THE TYPE AND CONSTRUCTION AND SO LOCATED ON THE INDIVIDUAL LOTS AS TO AGREE TO AND COMPLY WITH ALL STATE AND COUNTY HEALTH LAWS AND REGULATIONS. ALL TOILET FACILITIES SHALL BE INDOORS.
- PROPERLY CONSTRUCTED AND INSTALLED MOBILE HOMES OR RESIDENTS OF MOBILE TYPE CONSTRUCTION MAY BE ERECTED PROVIDED, HOWEVER, THAT THE PLANS THEREOF SHALL FIRST BE SUBMITTED TO FRANK R. AND BETTY R. STEWART, OR IF NOT AVAILABLE A MAJORITY OF THE LOT OWNERS IN INDIAN HILLS I, FOR APPROVAL. THE INTENT AND PURPOSE OF THIS RESTRICTION IS TO ASSURE SO FAR AS POSSIBLE, THAT ALL RESIDENCES ARE SIGHTLY AND APPROPRIATE AND SUITABLE SO FAR AS TO CONSTITUTE A QUALITY RESIDENTIAL COMMUNITY.
- LOT OWNERS MAY KEEP AND MAINTAIN CUSTOMARY AND ORDINARY HOUSEHOLD PETS SUCH AS DOGS AND CATS. LOT OWNERS MAY ALSO KEEP AND MAINTAIN APPROPRIATE DOMESTIC ANIMALS, SPECIFICALLY EXCLUDING THEREFROM DOGS OR PIGS OF ANY KIND, SUCH DOMESTIC ANIMALS TO BE KEPT ONLY FOR THE LOT OWNER'S USE OR RECREATION PURPOSES. IT IS THE INTENT AND PURPOSE OF THIS RESTRICTION THAT SAID REAL ESTATE SHALL NOT BE USED FOR THE RAISING OR BREEDING OF LIVESTOCK FOR ANY COMMERCIAL PURPOSE.
- NO LOT OR TRACT IN THIS SUBDIVISION SHALL BE SUBDIVIDED OR ANY PART THEREOF SOLD, TRANSFERRED, OR CONVEYED BY THE OWNERS THEREOF, PROVIDED, HOWEVER, THAT A PORTION OF ANY SUCH TRACT MAY BE SOLD, TRANSFERRED AND CONVEYED BY THE OWNER THEREOF TO AN ADJOINING LAND OR LOT OWNER IF THEREBY NO NEW TRACTS SHALL BE CREATED. IT IS THE INTENT AND PURPOSE OF THIS RESTRICTION THAT THE OWNER OF THE LOTS OR TRACTS SHALL NOT BE PERMITTED TO CREATE A SUBDIVISION WITHIN A SUBDIVISION.
- SAID TRACTS SHALL BE SUBJECT TO ALL LEASES AND EASEMENTS OF RECORD.
- ALL OWNERS OF TRACTS IN SAID SUBDIVISION SHALL KEEP THE SAME IN AN EYE-PLEASING CONDITION AT ALL TIMES. NO TRASH ACCUMULATION SHALL BE ALLOWED. ALL TRASH CONTAINERS SHALL BE SANITARY AND OF A CLOSED TYPE AND KEPT AWAY FROM NEIGHBORLY BOUNDARIES SO FAR AS POSSIBLE. ALL WEEDS AND GRASS SHALL BE REGULARLY CUT AND THE AREA PROPERLY MAINTAINED SO AS TO REMAIN IN A SANITARY AND PLEASING CONDITION.
- THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL THE 1st DAY OF JANUARY, 2000, AT WHICH TIME SAID COVENANTS SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS BY A VOTE OF THE MAJORITY OF THE THEN OWNERS OF SAID LOTS IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART, OR TO DO AWAY WITH THEM IN ENTIRETY.
- IF ANY PERSON OR PERSONS SHALL AT ANY TIME VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE RESTRICTIONS OR COVENANTS HEREIN SET OUT, ANY OWNER OF ANY REAL ESTATE IN THIS PLAT SHALL HAVE THE RIGHT TO ENFORCE THE SAME BY THE INSTITUTION AND PROSECUTION OF ANY APPROPRIATE ACTION, BOTH TO PREVENT THE VIOLATIONS THEREOF AND TO RECOVER DAMAGES THEREOF.
- VIOLATION 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.



Page 1 of 1



- LEGEND**
- EASEMENT LINE
  - ROAD R/W
  - ROAD CENTER LINE
  - LOT LINE
  - EXISTING FENCE
  - LOT NUMBER



IN WITNESS WHEREOF, the undersigned have hereunto executed the above plat and dedication and restrictions for INDIAN HILLS I and have hereunto set their hands and seals, this 11 day of September, 1979.

By Frank R. Stewart (REALTOR) and Betty R. Stewart (REALTOR)

STATE OF INDIANA  
COUNTY OF OWEN  
Before me, the undersigned Notary Public within and for said County and State on this 11 day of September, 1979 came Frank R. Stewart and Betty R. Stewart, who acknowledged that they had read the above and foregoing plat, subdivision and restrictive covenants and that they have executed the same to their own free and voluntary will and for the purposes therein mentioned. IN WITNESS WHEREOF, I have hereunto subscribed my name and official seal.

My Commission Expires March 1, 1983 Notary Public [Signature]

I, the undersigned, hereby certify to the best of my knowledge and belief, the above description correctly represents the survey of INDIAN HILLS I, as surveyed by me this 1st day of August, 1979.

[Signature]  
SURVEYOR

APPROVED BY THE BOARD OF COMMISSIONERS OF OWEN COUNTY, INDIANA, THIS 11th day of September, 1979.

[Signatures]

ATTEST: [Signature] (Notary of Owen County)

<b>REVISIONS:</b> NO. DATE BY 1 01/11/79 [Signature]	<b>OWNERS &amp; DEVELOPERS:</b> FRANK R. AND BETTY R. STEWART (812) 829-4157 310 GARDEN PARK, SPENCER, INDIANA 47460	<b>JOB NO.:</b> _____ <b>PAGE:</b> _____ <b>SCALE:</b> 1" = 100' <b>OF:</b> _____	<b>TRI COUNTY SURVEYING &amp; MAPPING</b> P.O. BOX 96 ELLETTSVILLE IN 47429
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# INDIAN HILLS "II"

DEDICATION AND RESTRICTIVE COVENANTS FOR "INDIAN HILLS II"

We, the Owners of the real estate described below, do hereby certify that we have added and placed it according to this plan.  
 This subdivision is called INDIAN HILLS II.  
 The areas of ground that are shown on the plan and marked "Easement" are owned by the owners of the lots that are respectively affected, subject to the rights of public utilities for the installation and maintenance of water and sewer mains, poles, ducts, lines and wires, buildings or other structures shall not be erected or maintained on these surfaces.

CONDITIONS, RESTRICTIONS, RESERVATIONS AND PROTECTIVE COVENANTS:

1. ALL LOTS AND LAKES IN THIS TRACT SHALL BE KNOWN AND DESCRIBED FOR RESIDENTIAL PURPOSES AND SHALL BE SOLD AND USED SOLELY FOR RESIDENTIAL PURPOSES AND SHALL NOT BE USED FOR ANY BUSINESS OR COMMERCIAL PURPOSE UNLESS SO SPECIFICALLY PROVIDED, WITH THE EXCEPTION THAT AN OWNER MAY ERECT A MODEL DWELLING HOUSE OR LIVING UNIT FOR THE PURPOSE OF SHOWING AND SELLING LIKE UNITS WITH THE UNDERSTANDING THAT SAID UNIT WILL ULTIMATELY BE SOLD AND OCCUPIED AS A PRIVATE DWELLING. NO NOISY OR OFFENSIVE ACTIVITY OF ANY KIND SHALL BE CARRIED ON UPON ANY OF SAID LOTS OR LANDS NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD AND THE NEIGHBORING TRACT OWNERS.
2. ALL RESIDENCES SHALL CONTAIN AT LEAST 600 SQUARE FEET OF LIVING AREA ON THE FIRST FLOOR. APPROXIMATE, SHEDS AND SUITABLE AUXILIARY STRUCTURES SUCH AS BARN, CARPAGES, SCREENED SHAMPER HORSES, GREENHOUSES, STORAGE BUILDINGS, MINI-BARS, ETC. MAY ALSO BE BUILT UPON EACH TRACT.
3. A SANITARY SEPTIC TANK SHALL BE INSTALLED FOR EACH DWELLING CONSTRUCTED, AND ALL SUCH SEPTIC SYSTEMS SHALL BE OF THE TYPE AND CONSTRUCTION AND SO LOCATED ON THE INDIVIDUAL LOTS TO ADHERE TO AND COMPLY WITH ALL STATE AND COUNTY HEALTH LAWS AND REGULATIONS. ALL TOILET FACILITIES SHALL BE INDOORS.
4. PROPERLY CONSTRUCTED AND INSTALLED MOBILE HOMES OR RESIDENCES OF MODULAR TYPE CONTRACTOR MAY BE ERECTED PROVIDED, HOWEVER, THAT THE PLANS THEREOF SHALL FIRST BE SUBMITTED TO FRANK R. AND BETTY R. STEWART, OR IF NOT AVAILABLE A MAJORITY OF THE LOT OWNERS IN INDIAN HILLS II, FOR APPROVAL. THE INTENT AND PURPOSE OF THIS RESTRICTION IS TO ASSURE SO FAR AS POSSIBLE THAT ALL RESIDENCES ARE SIGHTLY AND APPROPRIATE AND SUITABLE SO FAR AS TO CONSTITUTE A QUALITY RESIDENTIAL COMMUNITY.
5. LOT OWNERS MAY KEEP AND MAINTAIN CUSTOMARY AND ORDINARY HOUSEHOLD PETS SUCH AS DOGS AND CATS. LOT OWNERS MAY ALSO KEEP AND MAINTAIN APPROPRIATE DOMESTIC AND/LAKE SPECIALLY EXCLUDING THEREFROM HOGS OR PIGS OF ANY KIND, SUCH DOMESTIC ANIMALS TO BE KEPT ONLY FOR THE LOT OWNER'S USE OR RECREATIONAL PURPOSES. IT IS THE INTENT AND PURPOSE OF THIS RESTRICTION THAT SAID REAL ESTATE SHALL NOT BE USED FOR THE RAISING OR BREEDING OF LIVESTOCK FOR ANY COMMERCIAL PURPOSE.
6. NO LOT OR TRACT IN THIS SUBDIVISION SHALL BE SUBDIVIDED OR ANY PART THEREOF SOLD, TRANSFERRED OR CONVEYED BY THE OWNERS THEREOF, PROVIDED, HOWEVER, THAT A PORTION OF ANY SUCH TRACT MAY BE SOLD, TRANSFERRED AND CONVEYED BY THE OWNER THEREOF TO AN ADJOINING LAND OR LOT OWNER IF THE NEW OR NEW TRACTS SHALL BE CREATED. IT IS THE INTENT AND PURPOSE OF THIS RESTRICTION THAT THE OWNER OF THE LOTS OR TRACTS SHALL NOT BE PERMITTED TO CREATE A SUBDIVISION WITHIN A SUBDIVISION.
7. SAID TRACTS SHALL BE SUBJECT TO ALL LEASES AND EASEMENTS OF RECORD.
8. TRACTS 23, 24, 25, 26, 27, 28 AND 29 SHARE AN UNDIVIDED OWNERSHIP OF THE LAKE TRACT. WITH THIS OWNERSHIP THEY AGREE TO SHARE THE CARE AND EXPENSE OF THE LAKE, DAM, REGULAR OVER-FLOW AND EMERGENCY OVER-FLOW IN A PROUDENT MANNER ALLOWING NO MOTORS ON THE LAKE. NO USE OF THE DAM AS A ROADWAY AND CARE TO SEE THAT A HEAVY TALL GROWTH OF GRASS IS KEPT ON THE DAM AND EMERGENCY OVER-FLOW AT ALL TIMES. ANY CHANGE IN WATER LEVEL OR DAM CONFIGURATION WILL CALL FOR ADVICE FROM THE LOCAL UNITED STATES SOIL CONSERVATION OFFICE.
9. ALL OWNERS OF TRACTS IN SAID SUBDIVISION SHALL KEEP THE SAME IN AN EYE-PLEASING CONDITION AT ALL TIMES. NO TRASH ACCUMULATION SHALL BE ALLOWED. ALL TRASH CONTAINERS SHALL BE SANITARY AND OF A CLOSED TYPE AND KEPT AWAY FROM NEIGHBORS' BOUNDARIES SO FAR AS POSSIBLE. ALL WEEDS AND GRASS SHALL BE REGULARLY CUT AND THE AREA PROPERLY MAINTAINED SO AS TO REMAIN IN A SANITARY AND PLEASING CONDITION.
10. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL THE FIRST DAY OF JANUARY, 2000, AT WHICH TIME SAID COVENANTS SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS BY A VOTE OF THE MAJORITY OF THE THEN OWNERS OF SAID LOTS IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART, OR TO GO AWAY WITH THEM IN ENTIRETY.
11. IF ANY PERSON OR PERSONS SHALL AT ANY TIME VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE RESTRICTIONS OR COVENANTS HEREIN SET OUT, ANY OWNER OF ANY REAL ESTATE IN THIS PLAN SHALL HAVE THE RIGHT TO ENFORCE THE SAME BY THE INSTITUTION AND PROSECUTION OF ANY APPROPRIATE ACTION, BOTH TO PREVENT THE VIOLATIONS THEREOF AND TO RECOVER DAMAGES THEREOF.
12. 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.
13. THE DEVELOPERS RESERVE THE RIGHT TO PLACE AS MANY AS TWELVE DUPLEX, CONDOMINIUM OR APARTMENT UNITS ON TRACTS 26 AND 30 RESPECTIVELY, ALL OTHER TRACTS ARE SPECIFICALLY EXCLUDED FROM SUCH BUILDING.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 16 day of November, 1979.

STATE OF INDIANA  
 FRANK R. STEWART (SEAL) Betty R. Stewart (SEAL)  
 FRANK R. STEWART Betty R. Stewart

COUNTY OF OWEN  
 Before me, the undersigned Notary Public within and for said County and State on this 16 day of November, 1979  
 case FRANK R. STEWART and Betty R. STEWART, who acknowledged that they had read the above and understood the nature and contents of the same and that they have executed this instrument as their own free and voluntary act for the uses and purposes therein mentioned. IN WITNESS WHEREOF, I have hereunto subscribed my name and official seal.

My Commission Expires MARCH 1, 1980 Notary Public  
 [Signature]  
 FRANK O. PARKS, R. L. S. No. 5014

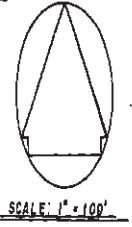
I, the undersigned, hereby certify in the best of my knowledge and belief, the above description correctly represents a true survey of INDIAN HILLS II, as surveyed by me this 16 day of November, 1979.

[Signature]  
 FRANK O. PARKS, R. L. S. No. 5014

APPROVED BY THE BOARD OF COMMISSIONERS OF OWEN COUNTY, INDIANA, THIS 16 DAY OF NOVEMBER, 1979.

[Signatures]  
 Leo Carpenter Chairman  
 Lawrence Williams  
 William Summers

ATTEST: Margaret [Signature] Auditor of Owen County



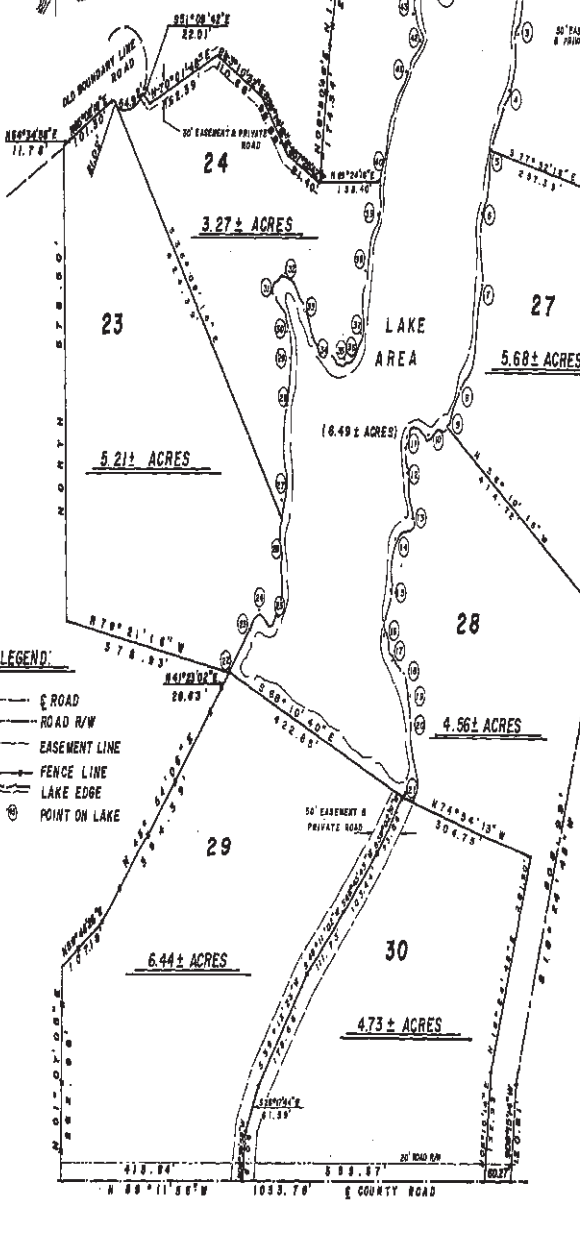
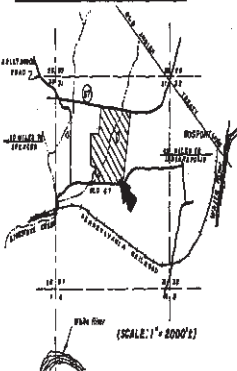
LAKE AREA BEARINGS AND DISTANCES: From Point Number:

- 1.) South 9 Degrees, 11 Minutes East, 92.84 feet, to
- 2.) South 15 Degrees, 02 Minutes West, 125.77 feet, to
- 3.) South 18 Degrees, 37 Minutes West, 70.78 feet, to
- 4.) South 28 Degrees, 54 Minutes West 80.43 feet, to
- 5.) South 25 Degrees, 14 Minutes West 80.78 feet, to
- 6.) South 01 Degrees, 24 Minutes West 83.12 feet, to
- 7.) South 23 Degrees, 39 Minutes West 136.31 feet, to
- 8.) South 38 Degrees, 19 Minutes West 41.70 feet, to
- 9.) South 17 Degrees, 14 Minutes West 84.79 feet, to
- 10.) South 08 Degrees, 45 Minutes West 41.54 feet, to
- 11.) South 00 Degrees, 59 Minutes East 47.57 feet, to
- 12.) South 11 Degrees, 06 Minutes East 54.42 feet, to
- 13.) South 52 Degrees, 29 Minutes West 50.66 feet, to
- 14.) South 15 Degrees, 10 Minutes West 58.01 feet, to
- 15.) South 17 Degrees, 07 Minutes West 54.32 feet, to
- 16.) South 35 Degrees, 25 Minutes East 33.35 feet, to
- 17.) South 51 Degrees, 59 Minutes East 33.35 feet, to
- 18.) South 26 Degrees, 40 Minutes East 31.37 feet, to
- 19.) South 04 Degrees, 47 Minutes West 26.59 feet, to
- 20.) South 08 Degrees, 47 Minutes West 50.59 feet, to
- 21.) North 69 Degrees, 11 Minutes West 42.45 feet, to
- 22.) North 41 Degrees, 23 Minutes East 65.43 feet, to
- 23.) North 37 Degrees, 23 Minutes East 32.77 feet, to
- 24.) South 79 Degrees, 35 Minutes East 45.45 feet, to
- 25.) North 15 Degrees, 05 Minutes East 82.36 feet, to
- 26.) North 00 Degrees, 16 Minutes East 57.53 feet, to
- 27.) North 07 Degrees, 35 Minutes East 107.53 feet, to
- 28.) North 05 Degrees, 11 Minutes East 49.35 feet, to
- 29.) North 06 Degrees, 26 Minutes East 38.14 feet, to
- 30.) North 37 Degrees, 12 Minutes East 61.37 feet, to
- 31.) North 47 Degrees, 57 Minutes East 36.31 feet, to
- 32.) South 49 Degrees, 13 Minutes East 80.72 feet, to
- 33.) South 41 Degrees, 43 Minutes East 58.59 feet, to
- 34.) South 55 Degrees, 39 Minutes East 68.15 feet, to
- 35.) North 78 Degrees, 12 Minutes East 18.45 feet, to
- 36.) North 37 Degrees, 12 Minutes East 58.45 feet, to
- 37.) North 05 Degrees, 23 Minutes East 71.54 feet, to
- 38.) North 25 Degrees, 44 Minutes East 61.76 feet, to
- 39.) North 04 Degrees, 06 Minutes West 38.64 feet, to
- 40.) North 23 Degrees, 57 Minutes East 148.25 feet, to
- 41.) North 40 Degrees, 51 Minutes East 46.45 feet, to
- 42.) North 06 Degrees, 11 Minutes West 39.51 feet, to
- 43.) North 22 Degrees, 49 Minutes East 50.89 feet, to
- 44.) South 52 Degrees, 34 Minutes East 43.13 feet, to
- 45.) North 03 Degrees, 25 Minutes East 27.38 feet, to
- 46.) North 10 Degrees, 54 Minutes East 58.94 feet, to
- 47.) North 57 Degrees, 33 Minutes East 55.40 feet, to
- 48.) South 01 Degrees, 43 Minutes East 50.65 feet, to
- 49.) North 44 Degrees, 24 Minutes East 94.04 feet, to point number 1.

DESCRIPTION:

A part of the North Half of Section 31, Township 11 North, Range 2 West, Owen County, Indiana, and more particularly described as follows:  
 Beginning at a point on the South Right of Way of State Road 67, said point being 643.57 feet South and 2474.16 feet East from the Northeast Corner of said Section, thence along the said South Right of Way the following courses and distances: South 04 Degrees, 38 Minutes, 49 Seconds East 296.77 feet, thence South 83 Degrees, 47 Minutes, 15 Seconds East 100.13 feet, thence South 87 Degrees, 30 Minutes East 100.02 feet, thence South 65 Degrees, 53 Minutes, 57 Seconds East 100.02 feet, thence bearing said Right of Way South Eighteen (18) Degrees, 04 Minutes West 225.94 feet, thence North 67 Degrees, 43 Minutes, 37 Seconds West 21.38 feet to the East Right of Way of a power line, thence along said Right of Way South 18 Degrees, 24 Minutes, 45 Seconds West 153.14 feet, thence South 54 (04) Degrees, 15 Minutes, 14 Seconds West 120.81 feet, thence leaving said Right of Way and along the center line of a county road North 89 Degrees, 11 Minutes, 55 Seconds West 1033.78 feet, thence leaving said center line and along an easement line the following courses and distances: North 01 Degree, 07 Minutes, 07 Minutes East 255.39 feet, thence North 59 Degrees, 46 Minutes, 26 Seconds East 107.18 feet, thence North 43 Degrees, 54 Minutes, 06 Seconds West 294.39 feet, thence North 41 Degrees, 23 Minutes, 02 Seconds East 28.63 feet, thence leaving said center North 79 Degrees, 21 Minutes, 16 Seconds West 578.93 feet, thence North 578.93 feet to the South Right of Way of Old Boundary Line Road, thence along said South Right of Way the following courses and distances: North 65 Degrees, 34 Minutes, 50 Seconds East 11.74 feet, thence North 65 Degrees, 02 Minutes, 18 Seconds East 101.30 feet, thence on a curve to the right with an arc of 21.02 feet and a radius of 25.00 feet, thence on a curve to the left with an arc of 64.92 feet and a radius of 50.00 feet, thence leaving said South Right of Way and along the center line of a 50 foot utility easement the following courses and distances: South 51 Degrees, 09 Minutes, 41 Seconds East 22.81 feet, thence North 70 Degrees, 03 Minutes, 03 Minutes East 160.39 feet, thence South 63 Degrees, 10 Minutes, 22 Seconds East 113.68 feet, thence South 39 Degrees, 14 Minutes, 12 Seconds East 98.48 feet, thence South 57 Degrees, 25 Minutes, 43 Seconds East 31.40 feet, thence leaving said center line and along the aforementioned center North 09 Degrees, 50 Minutes, 46 Seconds East 174.84 feet, thence North 14 Degrees, 10 Minutes, 02 Seconds East 432.59 feet, thence North 10 Degrees, 08 Minutes, 30 Seconds East 162.33 feet to the place of beginning, CONTAINING 43.13 acres, more or less.  
 \*The above description includes the Undeveloped Lot also shown on the plat of Indian Hills "II" subdivision.

LOCATION MAP:



LEGEND:

- ROAD
- ROAD R/W
- EASEMENT LINE
- FENCE LINE
- LAKE EDGE
- POINT ON LAKE

REVISIONS:

NO.	DATE	DESCRIPTION
1	11/16/79	AS SHOWN

INDIAN HILLS "II"

OWNERS & DEVELOPERS: FRANK R. & BETTY R. STEWART (612) 428-4157  
 310 GARDEN PARK, SPENCER IN 47460

JOB NO.	PAGE
SCALE:	OF:

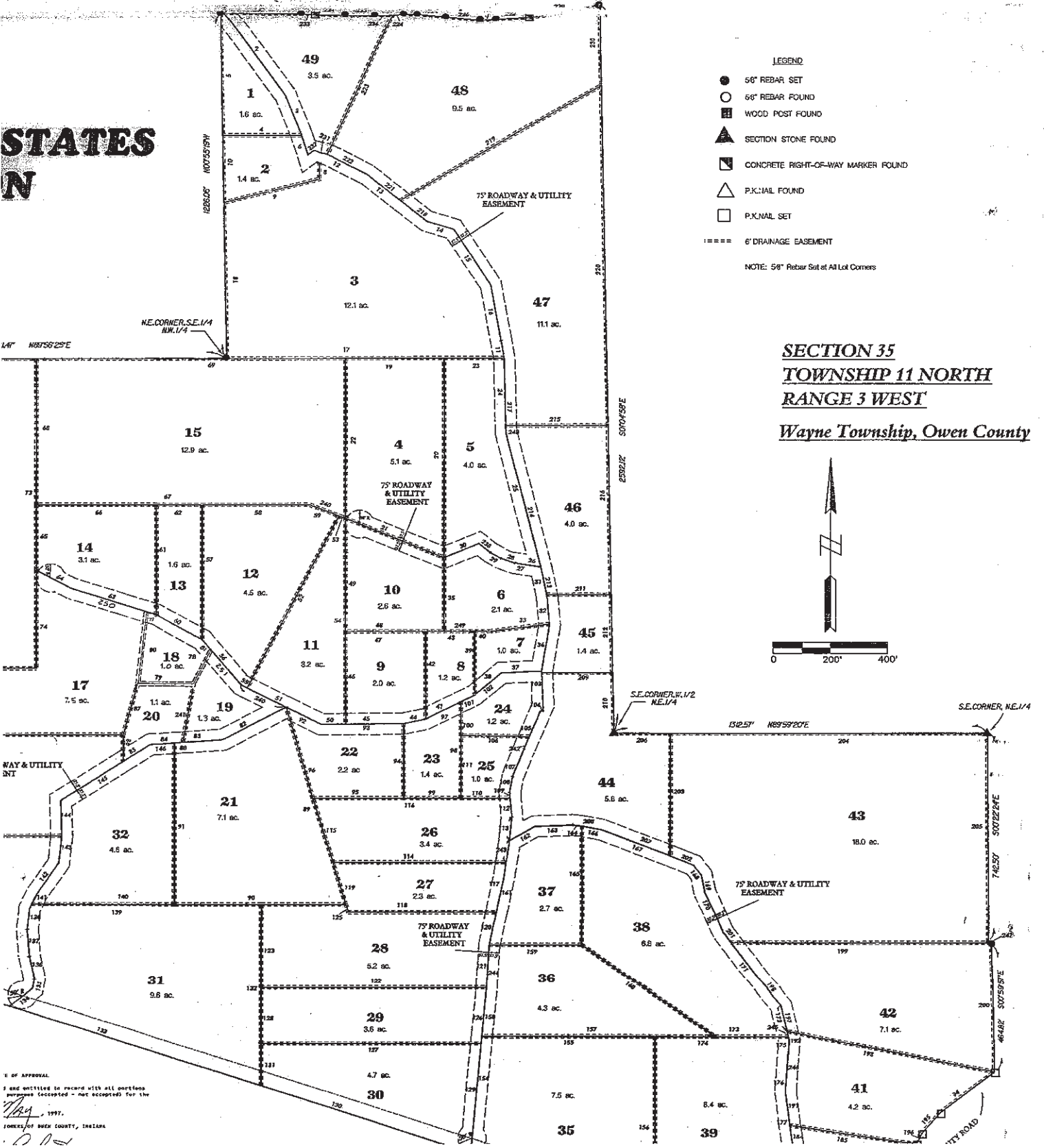
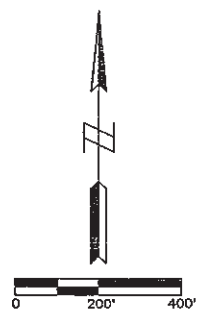
TRI CO SURVEYING & MAPPING  
 P.O. BOX 96, ELLETTSVILLE IN 47429

# STATES

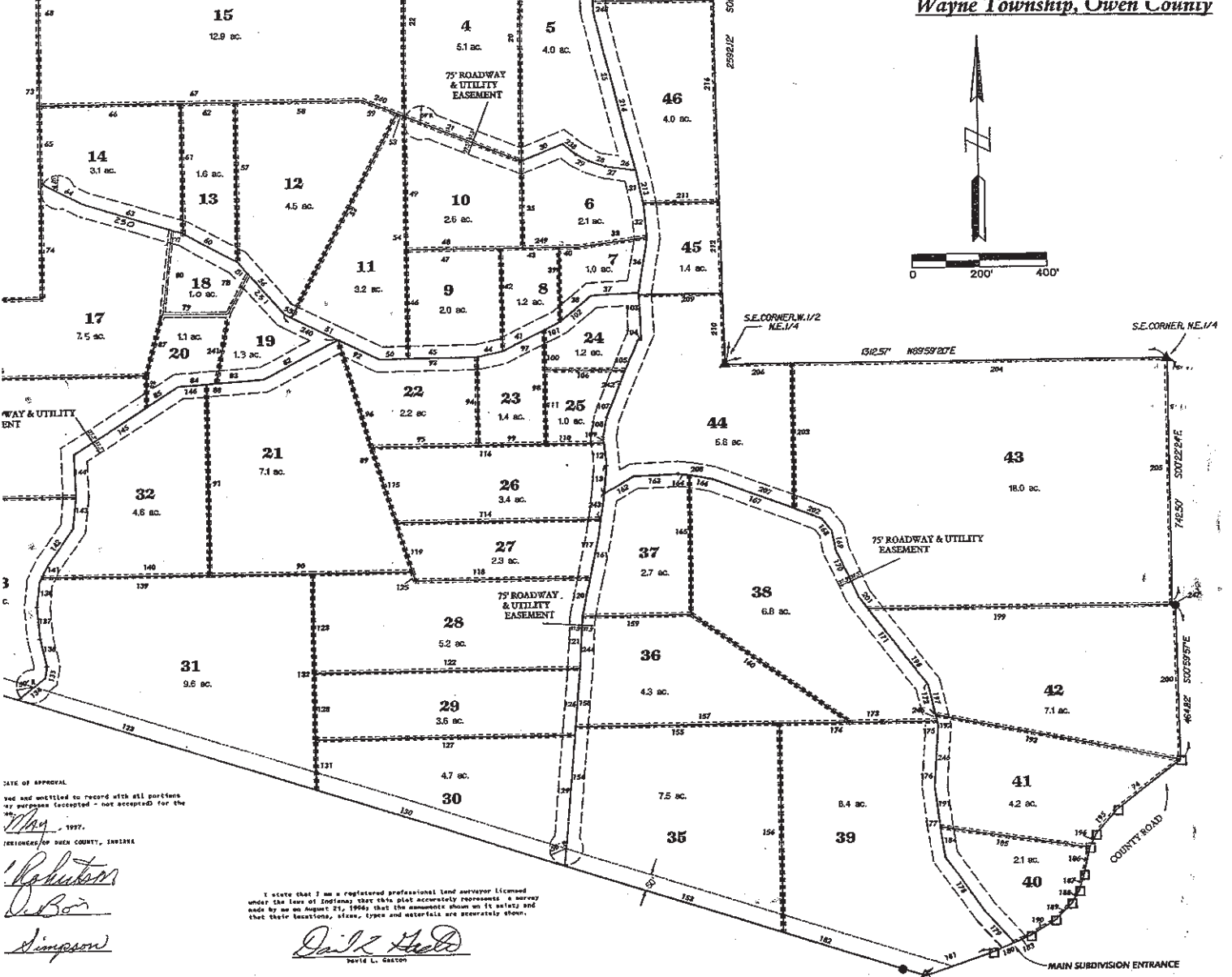
# N

- LEGEND**
- 56" REBAR SET
  - 66" REBAR FOUND
  - ⊠ WOOD POST FOUND
  - ▲ SECTION STONE FOUND
  - ◻ CONCRETE RIGHT-OF-WAY MARKER FOUND
  - △ P.K./IAL FOUND
  - P.K./IAL SET
  - ==== 6" DRAINAGE EASEMENT
- NOTE: 56" Rebar Set at All Lot Corners

**SECTION 35**  
**TOWNSHIP 11 NORTH**  
**RANGE 3 WEST**  
*Wayne Township, Owen County*



DATE OF APPROVAL  
 and entitled to record with all sections  
 hereafter accepted - not accepted for the  
 \_\_\_\_\_, 1997.  
 JONES OF BOON COUNTY, INDIANA  
 J.A.

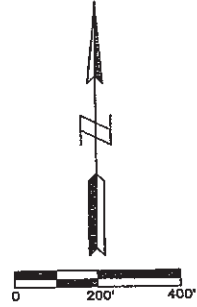


DATE OF APPROVAL  
 and entitled to record with all portions  
 or purpose (accepted - not accepted) for the  
 1997.  
 RESOLUTION OF OWEN COUNTY, INDIANA

*Robertson*  
*Bo*  
*Simpson*

I state that I am a registered professional land surveyor licensed  
 under the laws of Indiana that this plat accurately represents a survey  
 made by me on August 21, 1994; that the monuments shown on it exist and  
 that their locations, sizes, types and materials are accurately shown.

*David L. Gaston*  
 David L. Gaston



S.E. CORNER, N. 1/2  
 N.E. 1/4  
 131°25' 189°59' 00"E  
 S.E. CORNER, N.E. 1/4

75' ROADWAY & UTILITY EASEMENT

COUNTY ROAD

MAIN SUBDIVISION ENTRANCE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
27	N 89°00'00" W	74.23	121	N 00°00'00" E	301.78
28	N 70°47'30" W	31.00	122	S 87°59'28" E	1211.27
29	N 90°00'00" W	42.76	123	N 71°54'59" W	679.88
30	S 67°54'38" E	132.93	124	N 03°32'19" E	417.48
31	S 11°24'28" E	106.22	125	N 70°09'00" E	605.20
32	S 05°34'45" E	97.74	126	N 09°00'00" E	623.86
33	S 84°03'22" W	245.76	127	S 90°00'00" E	815.27
34	N 88°54'35" E	325.02	128	N 03°32'19" E	26.22
35	N 60°00'00" E	260.00	129	N 59°00'00" E	322.00
36	S 09°25'42" E	187.71	130	N 09°00'00" E	574.90
37	S 87°21'16" W	139.50	131	N 15°29'51" S	169.29
38	S 30°51'30" W	122.74	132	N 85°37'50" E	167.00
39	N 02°41'52" W	290.56	133	S 16°32'12" E	729.80
40	N 90°00'00" E	30.00	134	N 90°00'00" E	594.82
41	S 64°01'39" W	211.90	135	N 00°00'00" E	572.78
42	N 00°00'00" E	134.61	136	S 05°12'14" E	154.58
43	N 00°00'00" E	176.00	137	N 09°00'00" E	270.80
44	S 64°01'39" W	15.00	138	S 00°00'00" E	243.53
45	S 78°34'42" W	250.74	139	N 90°00'00" E	219.49
46	N 00°00'00" E	254.89	140	N 14°54'19" E	336.12
47	N 90°00'00" E	264.42	141	N 84°01'39" E	175.12
48	S 70°00'00" E	350.00	142	N 90°00'00" E	202.67
49	N 00°00'00" E	399.52	143	N 00°00'00" E	729.51
50	S 69°34'42" W	85.17	144	N 00°00'00" E	

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
101	S 64°01'39" W	141.67	151	N 00°00'00" E	301.78
102	N 90°01'30" E	121.74	152	S 87°59'28" E	1211.27
103	S 07°03'10" E	141.67	153	N 71°54'59" W	679.88
104	S 87°54'41" W	8.52	154	N 03°32'19" E	417.48
105	S 22°42'08" W	94.79	155	N 70°09'00" E	605.20
106	N 09°00'00" E	240.68	156	N 09°00'00" E	623.86
107	S 21°10'05" W	101.58	157	S 90°00'00" E	815.27
108	S 05°00'00" E	97.74	158	N 03°32'19" E	26.22
109	S 05°12'49" E	19.73	159	N 59°00'00" E	322.00
110	S 05°12'49" E	19.73	160	N 09°00'00" E	574.90
111	N 00°00'00" E	220.00	161	N 15°29'51" S	169.29
112	S 05°12'49" E	47.78	162	N 59°32'28" E	100.52
113	S 07°03'10" E	87.23	163	N 87°39'12" E	157.74
114	S 90°00'00" E	632.54	164	N 80°32'32" E	32.56
115	N 00°00'00" E	234.00	165	N 00°00'00" E	400.51
116	N 00°00'00" E	695.42	166	S 88°23'12" E	71.82
117	S 10°00'00" W	97.25	167	S 88°23'12" E	39.90
118	N 10°00'00" W	521.87	168	S 37°37'22" E	44.05
119	N 16°54'59" W	184.49	169	S 11°19'17" E	61.00
120	S 11°00'00" W	105.26	170	S 24°00'00" E	335.28
121	S 03°45'16" W	157.16	171	N 00°00'00" E	84.85
122	S 90°00'00" W	791.51	172	N 00°00'00" E	325.49
123	N 00°00'00" E	589.00	173	N 00°00'00" E	405.49
124	S 16°34'56" W	29.05	174	S 11°03'37" E	13.00
125	S 05°12'49" E	20.86	175	S 08°09'17" W	101.45
126	S 05°12'49" E	721.82	176	S 87°59'28" E	125.64
127	N 00°00'00" E	284.00	177	S 35°09'53" E	205.23
128	S 09°00'00" E	291.29	178	S 07°19'32" E	150.88
129	N 00°00'00" E	772.54	179	N 64°37'23" E	69.08
130	N 00°00'00" E	950.00	180	N 71°54'59" W	610.00
131	S 00°00'00" E	636.00	181	S 64°38'13" E	53.73
132	N 00°00'00" E	917.25	182	N 08°34'38" E	90.21
133	N 00°00'00" E	67.15	183	S 81°40'30" E	430.83
134	N 10°13'33" E	34.79	184	S 18°14'29" W	45.41
135	N 08°13'47" E	194.88	185	S 20°35'21" E	43.26
136	N 05°19'49" E	73.08	186	S 09°43'52" E	67.56
137	S 23°15'34" E	17.07	187	S 07°19'32" E	121.72
138	N 90°00'00" W	787.86	188	S 25°45'45" E	240.14
139	S 90°00'00" W	494.41	189	S 45°39'49" E	99.11
140	N 00°00'00" E	107.19	190	S 23°30'54" E	42.44
141	S 05°00'00" E	134.12	191	N 15°28'44" E	96.05
142	N 01°26'37" E	124.30	192	N 34°08'00" E	208.26
143	N 01°26'37" E	376.42	193	S 81°56'16" E	905.14
144	N 01°26'37" E	95.25	194	S 03°59'57" E	444.82
145	N 01°26'37" E	124.30	195		
146	N 01°26'37" E	95.25	196		
147	N 01°26'37" E	124.30	197		
148	N 01°26'37" E	95.25	198		
149	N 01°26'37" E	124.30	199		
150	N 01°26'37" E	95.25	200		

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
201	N 36°34'08" W	45.02	151	N 00°00'00" E	301.78
202	N 68°14'09" W	87.15	152	S 87°59'28" E	1211.27
203	N 03°00'00" E	47.15	153	N 71°54'59" W	679.88
204	N 29°59'28" E	1112.27	154	N 03°32'19" E	417.48
205	S 02°00'26" E	240.68	155	N 70°09'00" E	605.20
206	N 89°59'28" E	208.08	156	N 09°00'00" E	623.86
207	N 09°00'00" E	234.00	157	S 90°00'00" E	815.27
208	N 88°22'52" W	104.38	158	N 03°32'19" E	26.22
209	N 00°00'00" E	247.43	159	N 59°00'00" E	322.00
210	N 00°00'00" E	210.28	160	N 09°00'00" E	574.90
211	N 00°00'00" E	230.44	161	N 15°29'51" S	169.29
212	N 00°00'00" E	268.44	162	N 59°32'28" E	100.52
213	N 08°29'37" W	99.23	163	N 87°39'12" E	157.74
214	N 08°29'37" W	99.23	164	N 80°32'32" E	32.56
215	N 00°00'00" E	358.92	165	N 00°00'00" E	400.51
216	S 01°04'38" E	602.68	166	S 88°23'12" E	71.82
217	S 02°07'34" E	360.46	167	S 88°23'12" E	39.90
218	S 12°12'17" W	118.63	168	S 37°37'22" E	44.05
219	S 04°02'04" E	208.26	169	S 11°19'17" E	61.00
220	S 01°04'38" E	108.22	170	S 24°00'00" E	335.28
221	N 52°10'37" W	167.20	171	N 00°00'00" E	84.85
222	N 03°10'24" E	124.30	172	N 00°00'00" E	325.49
223	N 24°48'25" E	59.45	173	N 00°00'00" E	405.49
224	N 58°37'30" E	91.23	174	S 11°03'37" E	13.00
225	S 83°30'27" W	101.20	175	S 08°09'17" W	101.45
226	S 03°44'37" E	122.20	176	S 87°59'28" E	125.64
227	N 04°04'35" E	53.43	177	S 35°09'53" E	205.23
228	N 04°04'35" E	118.44	178	S 07°19'32" E	150.88
229	N 74°30'28" E	248.28	179	N 64°37'23" E	69.08
230	S 01°04'38" E	308.00	180	N 71°54'59" W	610.00
231	N 00°00'00" E	44.47	181	S 64°38'13" E	53.73
232	S 09°29'27" E	246.44	182	N 08°34'38" E	90.21
233	S 01°04'38" E	31.40	183	S 81°40'30" E	430.83
234	N 84°01'39" W	102.00	184	S 18°14'29" W	45.41
235	N 89°59'28" E	162.00	185	S 20°35'21" E	43.26
236	N 87°56'35" E	51.64	186	S 09°43'52" E	67.56
237	S 05°07'45" E	19.49	187	S 07°19'32" E	121.72
238	S 05°07'45" E	19.49	188	S 25°45'45" E	240.14
239	N 08°15'59" W	1073.10	189	S 45°39'49" E	99.11
240	N 03°00'00" E	192.28	190	S 23°30'54" E	42.44
241	N 09°49'49" W	211.24	191	N 15°28'44" E	96.05
242	N 03°00'00" E	192.28	192	N 34°08'00" E	208.26
243	N 02°03'24" E	77.77	193	S 81°56'16" E	905.14
244	N 03°00'00" E	192.28	194	S 03°59'57" E	444.82
245	N 03°00'00" E	192.28	195		
246	N 03°00'00" E	192.28	196		
247	N 03°00'00" E	192.28	197		
248	N 03°00'00" E	192.28	198		
249	N 03°00'00" E	192.28	199		
250	N 03°00'00" E	192.28	200		
251	S 21°03'32" E	131.50			
	N 59°43'20" E	141.25			

DECLARATION  
 I, the undersigned, as sole owner and grantor of the above described tract of land, being within Owen County, Indiana, do hereby state that the tract of land described above is to be subdivided into forty-nine (49) lots and that all Public Road Rights-of-Way and Easements shown are hereby dedicated to the Public, for the purpose of ingress and egress and maintaining the road drainage, read attached and drawings hereunto, also, such Rights-of-Way shall provide necessary Easement for utility, if so desired.

*Thomas Crow*      *Barry Patton*  
 Grantor      Co-Grantor

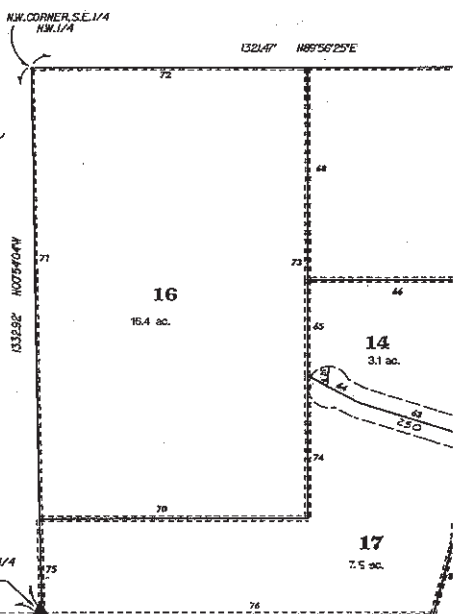
State of Indiana  
 County, *Morgan*

Subscribed and sworn to before me, a notary public in and for said County and State  
 This 5 day of May, 1997.

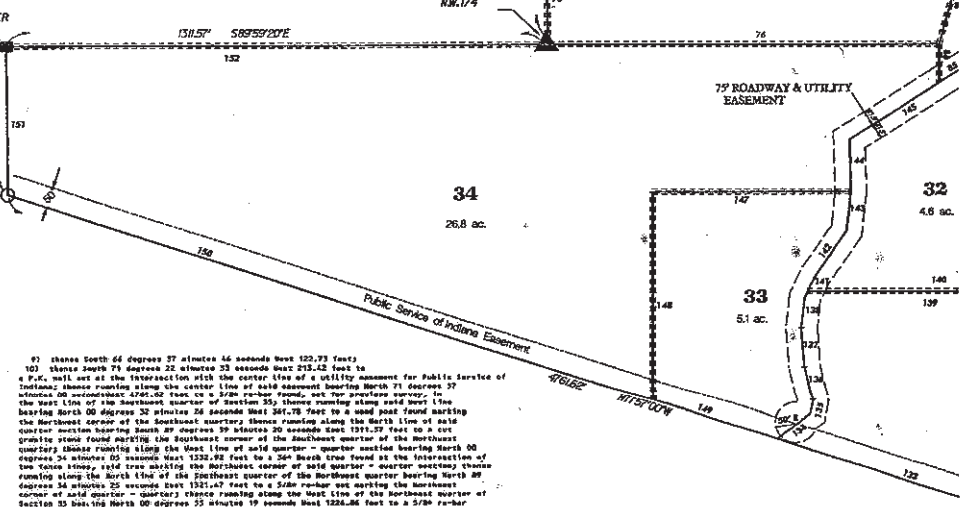
*Nancy Crow*      Notary Public  
 Notary

Signature      Notary Public  
*Morgan*  
 County of Residence  
 Commission Expires 12-9-97

DULY ENTERED FOR TAXATION  
 MAY 16 1997  
 Auditor Owen County  
*Robert Hall*



RECEIVED FOR RECORD  
 This 16th day of MAY 1997  
 at 2:47 o'clock P.M.  
 and recorded in Book 3 P. I. -  
*Anna Jean Franklin*  
 Recorder Owen County



13 thence South 66 degrees 37 minutes 46 seconds West 122.73 feet to  
 10' thence South 79 degrees 22 minutes 23 seconds East 212.42 feet to  
 a P.C. well set at the intersection with the center line of a utility easement for Public Service of Indiana; thence running along the center line of said easement bearing North 71 degrees 37 minutes 00 seconds East 100 feet to a 5/8\"

LAND DESCRIPTION  
 Being a part of the Section 35, Township 13 North, Range 3 West of the Second Principal Meridian, Owen County, Indiana and beginning at a cut granite stone found representing the Northwest corner of the Southeast quarter of Section 25; thence running along an existing fence line marking the east line of said quarter section bearing South 20 degrees 22 minutes 24 seconds East (ASSUMED) OR 1818 LEGAL ADJUTANT GENERAL'S CORNER for a distance of 742.50 feet to a 5/8\"

CERTIFICATE OF APPROVAL  
 Accepted, approved and certified to record with all books dedicated for higher purposes (excepted - not accepted for county listing system).  
 This 16th day of May, 1997.  
 BOARD OF COMMISSIONERS OF OWEN COUNTY, INDIANA  
*Nick Robinson*  
*Barry Patton*  
*Lowell Simpson*



The above described tract of land contains 256.57 acres, more or less, subject to all Easements and Rights-of-Way of record.  
*David L. Gasper*  
 Registered Land Surveyor #29202  
 State of Indiana

# INDIAN HILLS ESTATES SUBDIVISION

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
1	S 89-11-37 E	145.29	51	N 02-12-16 W	244.71
2	S 22-23-38 E	154.37	52	N 27-45-06 E	85.32
3	N 90-00-00 W	270.97	53	S 48-19-39 E	25.06
4	N 02-10-18 W	445.20	54	N 00-00-00 E	724.49
5	S 17-44-05 E	72.09	55	N 65-12-14 W	21.95
6	S 00-00-00 E	27.96	56	N 40-10-20 E	286.60
7	S 00-00-00 E	92.12	57	N 90-00-00 W	474.73
8	S 76-03-37 W	342.48	58	N 41-10-21 W	168.86
9	N 00-00-00 E	225.02	59	N 00-00-00 E	180.24
10	S 02-27-34 E	81.28	60	N 41-10-21 W	389.82
11	S 55-07-45 E	185.55	61	N 00-00-00 E	157.91
12	S 22-12-17 E	249.94	62	N 00-00-00 E	389.02
13	S 22-12-17 E	89.45	63	N 00-00-00 E	231.53
14	S 23-44-33 E	235.31	64	N 00-00-00 E	418.27
15	S 18-10-46 E	205.20	65	N 00-00-00 E	910.00
16	S 18-10-46 E	166.54	66	N 00-00-00 E	910.00
17	N 09-55-19 W	551.06	67	N 00-00-00 E	250.29
18	S 89-09-07 E	358.00	68	N 00-00-00 E	412.34
19	S 00-00-00 E	709.62	69	N 00-00-00 E	463.44
20	N 68-13-39 W	376.19	70	N 00-00-00 E	1097.92
21	N 00-00-00 E	376.19	71	N 00-00-00 E	640.74
22	N 00-00-00 E	376.19	72	N 00-00-00 E	1099.47
23	N 00-00-00 E	376.19	73	N 00-00-00 E	345.93
24	S 02-07-14 E	530.37	74	N 00-00-00 E	725.02
25	S 14-13-07 E	490.90	75	N 00-00-00 E	941.77
26	N 02-27-34 E	47.57	76	N 00-00-00 E	250.00
27	N 60-23-22 E	100.25	77	S 12-12-02 W	132.12
28	N 70-47-20 W	43.26	78	N 90-00-00 W	195.31
29	S 07-56-38 W	132.93	79	N 60-23-22 E	132.81
30	S 71-26-02 E	245.26	80	S 02-27-34 E	97.00
31	S 05-16-43 E	97.74	81	S 02-27-34 E	248.27
32	S 84-00-32 E	35.07	82	S 02-27-34 E	137.41
33	N 00-00-00 E	248.00	83	S 02-27-34 E	113.42
34	N 00-00-00 E	142.71	84	S 02-27-34 E	111.24
35	N 00-00-00 E	137.00	85	N 00-00-00 E	93.02
36	S 00-00-00 E	123.74	86	N 00-00-00 E	187.29
37	S 00-00-00 E	206.04	87	N 00-00-00 E	167.30
38	N 00-00-00 E	200.00	88	N 00-00-00 E	229.60
39	N 00-00-00 E	217.92	89	N 00-00-00 E	294.62
40	N 00-00-00 E	376.19	90	N 00-00-00 E	372.72
41	N 00-00-00 E	179.00	91	N 00-00-00 E	134.30
42	N 00-00-00 E	150.00	92	N 00-00-00 E	290.84
43	N 00-00-00 E	215.00	93	N 00-00-00 E	242.31
44	N 00-00-00 E	350.88	94	N 00-00-00 E	256.72
45	N 00-00-00 E	350.00	95	N 00-00-00 E	173.12
46	N 00-00-00 E	359.32	96	N 00-00-00 E	340.21
47	N 00-00-00 E	87.17	97	N 00-00-00 E	322.67
48	N 00-00-00 E	100.00	98	N 00-00-00 E	126.51
49	N 00-00-00 E	100.00	99	N 00-00-00 E	126.51
50	N 00-00-00 E	100.00	100	N 00-00-00 E	126.51

**DECLARATION**  
 We, the undersigned as sole owners and proprietors of the above described real estate lying within Owen County, Indiana, do hereby state that the tract of land described above is to be subdivided into forty-nine (49) lots and that all public road Right-of-Way and Easements shown are hereby dedicated to the Public, for the purpose of ingress and egress and maintaining the road drainage, road ditches and drainage easements. Also, such Right-of-Way shall provide necessary Easements for utilities, if so desired.

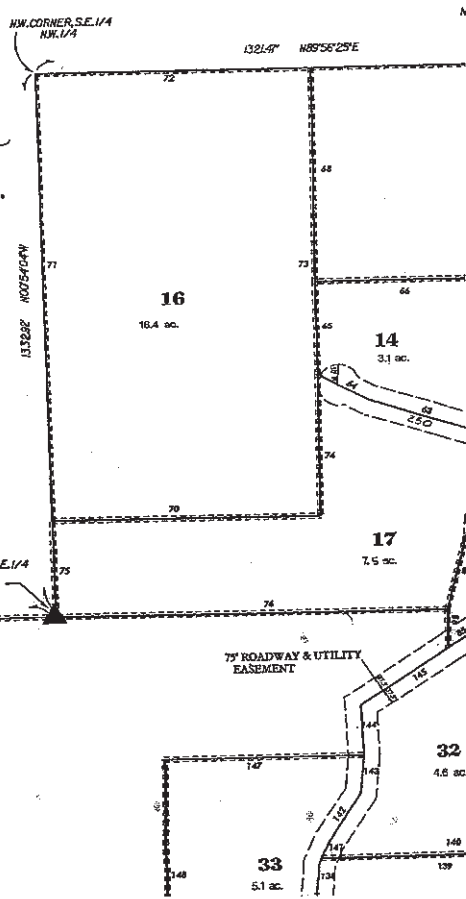
Owen Harmon Crow and Baloy Patton  
 State of Indiana  
 County, MORGAN  
 Subscribed and sworn to before me, a notary public in and for said County and State  
 This 5 day of May, 1997.

Nancy Crow Notary Public  
Morgan County of Indiana  
 Commission Expires 12-9-97

DULY ENTERED FOR TAXATION

MAY 16 1997

Auditor Owen County  
Robert J. Hall



OR RECORD  
 of MAY 19 1997  
 Book No. 3 P. 1-1  
 Franklin  
 Owen County

RECEIVED FOR RECORD  
 This 15th day of Aug 1937  
 at 3:10 o'clock P.M.  
 J. J. Franklin  
 Register Owen County

116275

# INDIAN HILLS ESTATES SUBDIVISION - AMENDED -

SECTION	ACRES	OWNER
1	1.25	...
2	1.25	...
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SECTION	ACRES	OWNER
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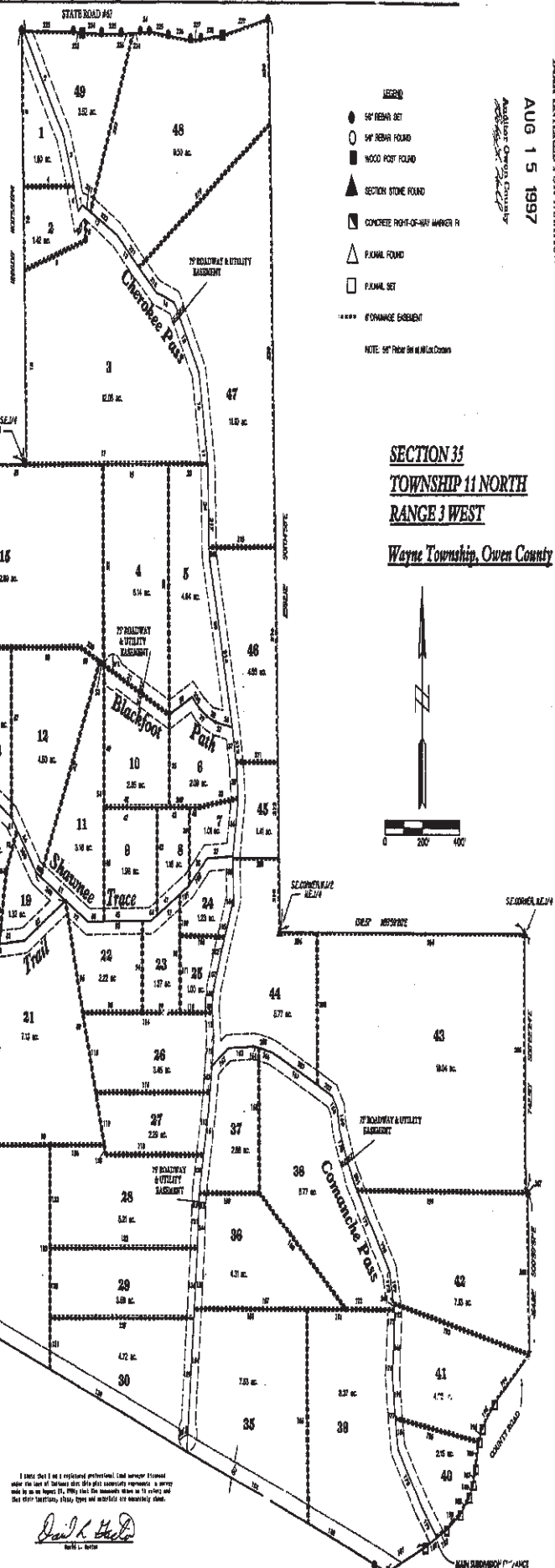
MINOR  
 The undersigned as well as the parties to it do hereby certify that the copy of this amended plat is a true and correct copy of the original as filed in the office of the Register of Owen County, Kentucky, and that the same is a true and correct copy of the original as filed in the office of the Register of Owen County, Kentucky, and that the same is a true and correct copy of the original as filed in the office of the Register of Owen County, Kentucky.

*John L. Hines*  
 Register Owen County

*Nancy Crane*  
 Secretary

*John L. Hines*  
 Register Owen County

Witness my hand and seal of office this 12th day of August, 1937.



FILED FOR RECORD  
 AUG 15 1937  
 Register Owen County

SECTION 35  
 TOWNSHIP 11 NORTH  
 RANGE 3 WEST  
 Wayne Township, Owen County



RESTRICTIVE COVENANTS FOR INDIAN HILLS ESTATES

114898

THE UNDERSIGNED, LeeRoy Patton and Harmon Crone, as Owners and Developer of "Indian Hills Estates", located in Wayne Township, Owen County, Indiana, do hereby restrict and covenant the lots and other area within the boundaries in said subdivision to themselves and their grantees, assigns, successors, heirs, or local representatives, and to any person, persons, corporations, banks, and associations and/or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, conditions, restrictions and covenants which shall apply in their entirety to all of said subdivision:

*Plat Recorded 5-16-97  
Plat 3 page I-1 LP*

1. Definitions.

- A. "Owner" shall mean the person or collection of persons who has acquired or is acquiring any right, title, or interest, legal or equitable, in and to a lot or other area in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.
- B. "Association" shall mean the Indiana Hills Estates Property Owners Association as created by the Developer.
- C. "Lot" shall mean any numbered parcel of real estate shown and identified as a lot on the Plat.
- D. "Developer" shall mean LeeRoy Patton and Harmon Crone or their assigns.
- E. "Plat or Plats" shall mean the subdivision plat or plats for Indian Hills Estates.
- F. "Development" shall mean and refer to the residential development know as Indiana Hills Estates, which now exists or may hereafter be created within the real estate described on attached Exhibit "A" as and being the same as shall be subdivided by plat or plats.
- G. "Development Period" shall mean and refer to the period of time during which Developer owns any one (1) within the Development.
- H. "Easements" shall mean and refer to certain "Drainage Easements", "Utility Easements", "Landscaping Easements", and "Road Easements", which are referenced on the Plat.

2. Dwelling Size. The main structure, exclusive of one story porches and garages, shall not be less than 1,000 square feet in the case of a one story structure; the ground floor of a multi-story structure, exclusive of porches and garages, shall be not less than 1,000 square feet.

RECEIVED FOR RECORD  
 This 16th day of MAY 1997  
 at 12:48 o'clock P M  
 and recorded in Book record no. 134 P 162  
*Pema Jean Franklin*  
 Recorder Owen County



3. **Quality Of Building Construction.** All homes in the subdivision may be constructed on the site using conventional construction techniques at the time of said construction. New modular homes or double wide mobile homes with shingle roof, vinyl windows and 6 inch walls on permanent perimeter foundations of concrete or block are permitted. No single wide mobiles permitted.
4. **Drainage And Utility Easements.** The strips of ground marked drainage and utility easements and all property lines are hereby reserved for the use of public utilities, for installation and maintenance of poles, mains, ducts, lines and wires and subject at all times to the proper authorities or by any of the several owners of this subdivision or any other sections of this subdivision for the installation and the maintenances of either surface or subsurface drainage. To accomplish said drainage, the existing grade of said easements may be altered to any grade necessary. In no situation shall any owner block the drainage in any manner along said drainage swales.
5. **Businesses.** No mercantile building or home residence shall be erected, built or placed on the said described real estate, for the purpose of any business of any nature to be carried on in a manufacturing, wholesaling, retailing, or distribution nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood without written permission from the association. (See Section J).
6. **Temporary Structures.** No structure or a temporary character, mobile home, basement, tent, shed, garage, barn or other outbuilding shall be used upon any lot at any time as a residence, either temporarily or permanently. All dwellings must be fully completed upon the exterior before being occupied.
7. **Covenants For Maintenance Assessments For Lots Contiguous To All Of The Roads.**
  - A. **Creation of the Lien and Personal Obligation of Assessments for Maintenance of the Roads.** The Developer, being the owner of Indian Hills Estates Subdivision, hereby covenants, and each subsequent owners of all Lots, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges;; (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.
  - B. **Purpose of Assessment.** The Assessments levied by the Association shall be used exclusively for the purpose of road maintenance and legal costs of the association..

- C. Basis and Amount of Annual Assessments. The original assessment pursuant to the Covenants of Indian Hills Estates Subdivision shall be in the amount of one hundred dollars(\$100.00) per each lot that has been sold by the Developer, or its representatives.
- D. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section C hereof, and for the periods there in specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
- E. Quorum for Any Action Authorized under Sections D. The quorum required for any action authorized by Sections D hereof shall be as follows: At the first meeting called as provided in Sections D, the presence at the meeting of Members or proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections D and E, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more that sixty (60) days following the preceding meeting.
- F. Date of Commencement of Annual Assessments. Due Dates. The initial annual assessment, provided for herein, shall commence on the first day of the month following conveyance of a lot to an owner. The Assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. For the purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due day of any special assessment under Section D hereof shall be fixed in the Resolution authorizing such assessment.
- G. Duties of the Board of Directors. The management, affairs and policies of the Association shall be vested in the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the

Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

- H. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section F hereof), then the assessment and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bring such property in the hands of then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$25.00 shall be added thereto and from the date interest at the rate of ten percent (10%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest the cost of preparing and filing a Complaint in such action; and in the event of Judgment, such judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the Court, together with the costs of the action.
- I. Subordination of the Lien to Mortgages. The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become to due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien or any such subsequent assessment.
- J. Exempt Property. The following property, subject to this Declaration, shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest herein dedicated and accepted by the local public authority and devoted to the public use; (b) all Common Areas of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer. The developer also retains the rights to, upon the four (4) lots of his choice to build and maintain a rental storage building(s) and area for any other commercial businesses.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

K. Voting Board and Developer. Each owner of a lot in the Development of Indian Hills Estates shall be a member of said association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors, which shall consist of not less than three (3) or more than nine (9) members and which shall assume their duties upon expiration of the term of the Initial Board of Directors which shall consist of two (2) members, LeeRoy Patton and Harmon Crone, which Initial Board shall serve until the sales of thirty-five (35) lots in the Development or until developers terminate their involvement.

L. Roads. It is the intent of the developer to dedicate all of the roads according to the plat to the Owen County Road System. If accepted the Association or developer who ever is in control of the subdivision at the time of completion will have the right to also ask the county about chip and sealing of the road and to negotiate the costs with the county, and also to work with the owners Association to raise the funds. This is not a guarantee by the developer that the road will be chipped and sealed. The Association will also have the right to use the lot assessments to do added maintenance to the public roads within Indian Hills Estates if the county cannot keep the roads up the standards of the Association.

8. Animals. Owners agree not to keep hogs or operate a commercial kennel for dogs, cats or any other animal. Nor shall they keep commercial breeding or wholesaling facilities such as feeder lots for any animals. This provision is not meant to prohibit the use of the land to raise animals other than pigs as pets or for eventual sale. However, owners will not have more than one (1) horse or one (1) cow per two (2) acres owned. With a maximum of no more than 5 animals. There will be a 50 foot set back from all property lines on all fences used to turn animals. All fences have to be of permanent type (no electric fences exclusively).
9. Hunting or Shooting. Hunting or shooting is prohibited in this subdivision, except on lots or combination of lots of one owner of 15 acres or more.
10. Vehicle Parking. No car, boat, truck, motor home or trailer that is not in operational condition shall be permitted to remain on any home sites unless kept within a garage. No vehicle of any kind shall park on any road in this subdivision for more than twenty-four (24) hours.
11. Landscaping. The lot owner shall landscape the lot within one hundred eighty (180) days following completion of house thereon, weather permitting.
12. Maintenance Of Lots And Improvements. Each lot owner shall at all times maintain the Lot and any improvements thereon to prevent the same from becoming unsightly by removing all rubbish, garbage and other materials or conditions that

reasonably detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of repair. 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 out of the view from the street, except on days of collection. There shall be no use of exterior or outside incinerators or burners for the burning of trash. All improved yard areas shall be mowed by the Owner of a Lot, other than Developer, a minimum of once per month during the months of April through October.

13. **Nuisances**. No noxious or offensive activity shall be carried out or allowed to be carried out on any lot, nor shall anything be done or allowed to be done thereon which may become or be an annoyance or nuisance to the residents of the Development.
14. **Construction And Repair Time**. Any structure that is externally damaged by fire, tornado or other disaster shall be repaired or removed within six (6) months of such occurrence, or within 6 months of settlement of insurance. Any damage done to the road systems of Indian Hills Estates, public or private, by lot owner or his assigns will be the responsibility of the lot owner for repair. The repair must meet the standards of the Association.
15. **Timber Management**. Merchantable timber may be cut for timber management purposes only. Best Management Practices (BMP's) must be used. No timber under 20 inches Diameter Breast Height (DBH) may be cut unless it would be to improve the yard area or may cause damage to a structure or improves the health of the residual standing timber. No timber may be cut to produce a feeding area for livestock.
16. **No Re-Divided**. No parcel of land shall be re-divided into a smaller parcel except when sold to adjacent property owners.
17. **Blanket Easement**. Each lot shall henceforth be encumbered by a blanket temporary easement for the purpose of installation, maintenance and upkeep of the drainageways and sub-surface drains of the drive, with this blanket temporary easements being supplementary to the easements depicted on the plat of Indian Hills Estates.
18. **Enforcement**. Any owner of any lot or lots in this subdivision may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any covenant herein. The successful party to any such action shall recover attorneys fees and costs incurred in such actions. A violating of any restriction herein will not result in reversion or forfeiture of title.  
If any owner of a lot in this subdivision shall fail to maintain his lot and/or any improvements situated thereon, the Association shall have the right, but not the obligation thirty (30) days after giving legal notice, by and through its agents and

employees or contractors, to enter upon said lot and repair, mow, clean, or perform such other acts as may reasonable necessary to make said lot, and/or any improvements situated thereon, conform to the requirements of these restriction. The cost thereof to the Association shall be collected in any reasonable manner from the owner. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of ten percent (10%) per annum until paid in full. If, in the opinion of the Association, such charge has remained due and payable for an unreasonable long period of time, the Association may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owner of the lot or lots subject to charge shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or cost, including attorney's fees, incurred by the association in collecting the same. Every owner of a lot in this subdivision, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in this subdivision is hereby notified that by the act of acquiring, making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay all fines that shall be made pursuant to this paragraph.

19. **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 25 years from the date that these covenants are recorded. These covenants shall be automatically extended unless there is a termination or change of the covenants by the majority of the lot owners at the time of extension.
20. **Covenant Variances** The Association reserves the right to grant short term and individual covenant variances, as approved by the board of directors, as long as the variances will not be detrimental to the home owners or the Association. No long term variances may be granted unless voted upon and approved by the majority vote of the Association.
21. **Severability.** Invalidation of any one of these covenants, by court order, shall in no ways, affect any of the other provisions, which shall remain in full force and effect.

**SELLER ACKNOWLEDGEMENTS**

IN WITNESS THEREOF: The said party as developers of the above described subdivisions has hereunto set their hands and seals this 5 day of May 1997.

Lee Roy Patton  
LeeRoy Patton

Lee Roy Patton  
Print

Harmon Crone  
Harmon Crone

Harmon Crone  
Print

STATE OF Indiana, COUNTY OF Morgan, SS:  
Before me, the undersigned, Notary Public in and for said County and State, personally appeared LeeRoy Patton and Harmon Crone and acknowledged the execution of the above foregoing instrument as their voluntary act.

This instrument prepared by:

LeeRoy Patton and Harmon Crone  
Witness my hand and notarial seal this 5  
day of May 1997  
My Commission Expires  
12-9-97

Nancy Crone  
Notary Public  
Nancy Crone

