

JESSUP PLACE
RESTRICTIONS

1. FULLY PROTECTIVE RESIDENTIAL AREA: The following covenants in their entirety shall apply to all of Jessup Place, said subdivision being located in Morgan County, Indiana.
2. LAND AND BUILDING TYPE: No lot shall be used except for residential purposes, nor shall any lot be subdivided, no building lot other than one single family dwelling not to exceed three stories in height and a private attached garage for not more than four cars. In the event the purchaser should buy two lots with the purpose of building one single family dwelling cross the center lot line, the lot line restrictions shall not apply on the boundary lines dividing any two said lots.
3. DWELLING SIZE: The ground floor area of the main structure, exclusive of one story porches and garages shall not be less than 2250 square feet in the case of one story structures, not less than 1200 square feet in the case of a two story structure. (Determination of sufficiency and adequacy of the term "ground floor area" with respect to single family dwellings of tri-level, bi-level and one and one-half story designs shall rest exclusively with the "Architectural and Environmental Control Committee").
4. ARCHITECTURAL DESIGN AND ENVIRONMENTAL CONTROL: No building, fence, wall, or other structure shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications including elevations, materials, colors, and a plot plan showing the location of such structures have been approved as to the conformity and harmony of external design with existing structure herein and as to the building with respect to topography and finished ground elevations by an Architectural and Environmental Control Committee; also the proposed location of wells, septic system, destruction of trees and vegetation and any other such matter as may affect the environment and ecology of the area shall be the proper concern of the committee. This committee shall be composed of the undersigned owners, of the herein described real estate or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and locations or to designate a representative with like authority. The Committee shall be entitled to retain, permanently, the submitted copy of such plans and specifications; and all work shall be accomplished in conformity therewith. The Committee's approval or disapproval shall be in writing. In the event that said written approval is not received from the Committee within 14 days from the date of submission, it shall be deemed that the Committee has disapproved the presented plan. Neither the Committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to the covenant.
5. BUILDING CONSTRUCTION: Any building, once approved and under construction, must be completed within one (1) year from date construction was started. No building shall be on any lot nearer to the front or side property line than the minimum building set-back lines as shown on the recorded plat.

6. DRAINAGE AND UTILITY EASEMENTS: The strips of ground marked "Drainage and Utility Easements" are hereby reserved for the use of public utilities, not including transportation companies, for installation and maintenance of poles, mains, ducts, lines and wires; and subject at all times to the proper authorities and to the easements herein granted and reserved. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time said transmission line is to be constructed. The drainage easements may be used by the proper authorities, including the Morgan County Drainage Board or any of the several owners of this subdivision or any other sections of this subdivision for the installation and the maintenance of either surface or subsurface drainage. To accomplish said drainage, the existing grade of said easement may be altered to any grade necessary. In no situation shall any owner block the drainage in any manner along said drainage swales. This covenant hereby grants the Morgan County Drainage Board the authority to accept all drainage and utility easements for the purposes of establishing legal Drains.
7. STANDARD OF QUALITY OF WORKMANSHIP AND MATERIALS: With respect to construction of improvements on any lot, it is required that the standard of architectural design, materials, and workmanship be of superior quality.
8. SUBDIVISIONS OF LOTS PROHIBITED: No lot shall be further divided or resubdivided. Alterations of boundary lines between lots may be accomplished with the prior written consent of the Architectural and Environmental Control Committee; and in conformity with applicable ordinances and requirements of Morgan County, Indiana.
9. LANDSCAPING: All lots, whether improved or not, shall be mowed by the owner of the lot or their designated representative a minimum of once per month during the months of April through September.
10. PARTIAL CONSTRUCTION: No foundation or basement of a building shall be constructed on any lot except as an integral part of a continuous process of constructing the main structure of such building, which construction must proceed uninterrupted until the structure is completed (including, without limitation) all landscaping and exterior painting) within 180 days after it's commencement. No dwelling shall be occupied until it is completed.
11. MAINTENANCE OF LOT AND PROTECTION OF ADJACENT PROPERTY DURING CONSTRUCTION: Each lot owner shall protect the road, road shoulders, and utility structures from damage related to construction activities with respect to his lot; and agrees to keep the roads and driveways clear of equipment and building materials. During all periods of construction, the lot owner shall maintain measures, acceptable to the Declarant, to protect trees from damage. In connection with any construction the lot owner shall take appropriate precautions in excavation and movement of earth so as to prevent siltation and unnecessary erosion; and he shall also comply at his expense with all applicable governmental laws and regulations regarding siltation control. The roads within the subdivision shall be cleaned by the lot owner whenever construction activity on his lot results in a significant accumulation of dirt or debris; and if the lot owner shall fail to do so, after notification from the Declarant that such cleaning is required, then the Declarant may perform such cleaning and charge the reasonable cost thereof to the lot owner.
12. UTILITY BUILDING: A utility building may be constructed on each lot, if approved by the architectural and Environmental

Control Committee. This utility building is to be constructed in such manner as to meet the standards of construction as used in the construction of the house. The utility building shall be located behind the main dwelling and in no instance shall the utility building be located in front or at the side of the main dwelling.


13. VEHICLE PARKING: No vehicle shall be allowed to park on any street within said subdivision except for a reasonable length of time when the vehicle is being used for delivery or pickup purposes.
14. RECREATIONAL VEHICLES, BOATS AND NON-USED OR NON OPERATIONAL VEHICLES: Shall be kept in either the dwelling garage, basement or utility building.
15. BUSINESS: no mercantile building shall be erected, built, or placed on the said described real estate, nor any business of any nature be carried on in a manufacturing, wholesaling or retailing manner, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
16. NUISANCES: No noxious or offensive activity shall be carried out on any lot; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The use of chain saws, lawn mowers and other noisy equipment out-of-doors before 10:00 a.m. on Sundays shall be kept to a reasonable minimum.
17. TEMPORARY STRUCTURES: No structure of a temporary character, mobile home, basement, tent, shed, garage, barn or other out-building 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.
18. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. Said garbage, trash or other waste shall be disposed of weekly by a collection service designated by the above mentioned Architectural and Environmental Control Committee or a Home Owners Organization if or when such organization is established. No burning of any waste, including leaves, shall be allowed except by an indoor incinerator approved by said committee. All equipment for the storage and disposal of rubbish shall be kept in a clean and sanitary condition and shall not be so used as to create an offensive sight or odor.
19. ANIMALS: No animals, livestock or poultry shall be raised bred or kept upon any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All dogs shall be confined and kept quiet and also securely restrained and leashed at all times.
20. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Morgan County Board of Health. If, in the future, public sewage disposal facilities are made available to the lot owner of this subdivision, each owner there in shall attach to such facilities within two (2) years of the availability date. Right of enforcement of the covenant is hereby granted to the Morgan County Plan Commission, its Successors or assigns.
21. WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Morgan County Board of Health. Approval

of such systems shall be obtained from said authority. If, in the future, public water facilities are made available to the lot owners in this subdivision, each owner therein shall attach to such facilities within two (2) years of the availability date, right of enforcement of this covenant is hereby granted to the Morgan County Plan Commission, its successors or assigns.

22. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrubshrub 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 intersections of the street line; or in case of a rounded property corner, from the intersection of the street property lines, extended. The same section of the street property lines shall apply on any lot within 10 feet sight line limitations shall apply on any lot within the edge from the intersection of a street property line with the edge of a driveway or alley placement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.
23. DRIVEWAYS: All driveways shall be paved with either a concrete or asphalt surface within one hundred eighty (180) days after completion of the residence.
24. FENCES: No fence shall be erected on or along any lot line nor on any lot if the purpose or result of such fence is the obstruction of reasonable vision, light or air; and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate same without hindrance or obstruction to any other property. No fence shall be erected between the front periphery lines and the building setback line, other than a fence of a decorative nature not exceeding three (3) feet, six (6) inches in height; and, then, only if approved by the Architectural and Environmental Control Committee.
25. STORAGE TANKS: Oil or gas storage tanks shall be either buried or located in a house or garage area.
26. SIGNS: No sign of any kind shall be displayed to the public view upon any lot, except that one sign of not more than 5 square feet, advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period. Except that any sign required by law may be displayed.
27. HUNTING OR TRAPPING: No hunting or trapping shall be allowed on any lot or other area within the boundaries of Jessup Place.
28. DRIVEWAYS: All drives to access residential lots shall be to interior subdivision roads. No driveways will be permitted on existing county roads. All residential dwellings erected on said lots shall face interior subdivision roads.

DEDICATION
JESSUP PLACE

The undersigned, Dale Jessup and Matilda Jessup, and Paul Bryant, owners of the real estate shown and described on the plat hereon, do hereby certify that they have laid out, platted and subdivided said real estate in accordance with the hereon plat. There are strips of ground the width called for on the plat which are reserved for utility companies, not including transportation companies, for the installation of poles, lines, ducts, gas and water lines, laterals and sewers, subject at all times to the public authorities and to the easement herein reserved. No permanent or other structures are to be erected and maintained upon said strip, but such owners shall take their title subject to the rights of the public utilities, and the owners of the other lots. All such utility installation shall be made that no property line or property corner be obstructed.


Dale Jessup
Dale Jessup
Paul Bryant
Paul Bryant
Matilda Jessup
Matilda Jessup

RECEIVED
FOR RECORD

89 OCT 12 PM 12 52

Donna M. Haden
MORGAN COUNTY RECORDER

STATE OF INDIANA)
)
COUNTY OF MORGAN)

Before me, a Notary Public, in and for said state and county, personally appeared Dale Jessup and Matilda Jessup, and Paul Bryant, owners of the above described real estate, and acknowledged the execution of the foregoing certificate as their voluntary act and deed for the use and purpose herein expressed.

Dated at Greenville, Indiana, this 30
day of January, 1989.

Margaret A. Kouns
Margaret A. Kouns
Notary Public

11-4-89 Commission expires

RECEIVED FOR RECORD
October 12 1989
12:55 P.M.
Connelly Haden
MORGAN COUNTY RECORDER

WAVER OF BUILDING LINE LOT # 2
JESSUP PLACE SUBDIVISION
May 17, 1993

We, the undersigned, being the several lot owners in the Jessup Place Subdivision, Brown Township, Morgan County, Indiana, do hereby agree to herein waive the building setback line from 67 feet curb edge to 52 feet on the south side of Lot #2. Said change is requested for the purpose of retaining standing timber on the north side of building site.

Dele Jessup
Dele Jessup

Matilda Jessup
Matilda Jessup

William D. Jenkins
William D. Jenkins

Tina L. Jenkins
Tina L. Jenkins

Jack R. Dover
Jack R. Dover

Louise Dover
Louise Dover

Gordon R. Amos
Gordon R. Amos

Jane G. Amos
Jane G. Amos

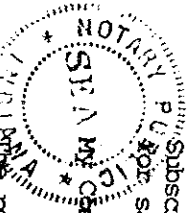
Edward Novak
Edward Novak

Jeanne Novak
Jeanne Novak

* John C. Littlejohn

* Donna S. Littlejohn

Paul D. Bryant
Paul D. Bryant Developer



Subscribed and sworn to before me, the undersigned, a Notary Public in and for said county, this 25 day of May, 1993.

Paul D. Bryant
Notary Public Paul D. Bryant

I have revised building setback line of 52 feet from curbs edge on the south side of Lot #2 exceeds the building setback line for residential zoning in accordance with the Town of Moore'sville.

Joseph Beikman
Joseph Beikman, Building Inspector
Moore'sville Plan Commission

* Littlejohn Notary on back

WAIVER OF BUILDING LINE LOT # 2
JESSUP PLACE SUBDIVISION
May 17, 1993



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[Signature]
Date Jessup

[Signature]
Matilda Jessup

[Signature]
William D. Jenkins

[Signature]
Tina L. Jenkins

[Signature]
Jack R. Dover

[Signature]
Loyise Dover

[Signature]
Gordon R. Amos

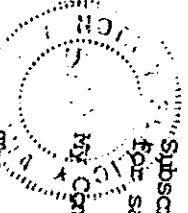
[Signature]
John G. Amos

[Signature]
Edward Novak

[Signature]
Jesline Novak

*
John C. Littlejohn
[Signature]
Paul D. Bryant Developer

*
[Signature]
Donna S. Littlejohn



Subscribed and sworn to before me, the undersigned, a Notary Public in and for said county, this 25 day of May, 1993.

[Signature]
Notary Public Paul D. Bryant

The revised building setback line of 52 feet from curbs edge on the south side of Lot #2 exceeds the building setback line for residential zoning in accordance with the Town of Mooresville.

[Signature]
Joseph Beilman, Building Inspector
Mooresville Plan Commission

* Littlejohn Notary on back

Subscribed and sworn to before me, the undersigned, a Notary Public in and for said county, this 8th day of June, 1993

William M. McKee

Notary Public

WILMA K. MCKEE, Notary Public
Residence - Medina County
State Wide Jurisdiction - Ohio
My Commission Expires April 11, 1994

1997

My Commission expires April 11, 1997

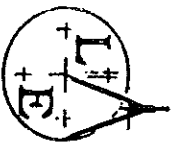
RECEIVED FOR RECORD
June 18 1993

2:30 P.M.
Shickie Yivette
Notary Public



CHICAGO TITLE

and
93068965
Bryant



Lewis Engineering, Inc.
ENGINEERING - SURVEYING - TESTING
1001 E. MAIN ST. - PLAINFIELD, IN 46168
OFFICE: 317-839-2412 FAX: 317-839-2437

CERTIFICATE OF REVISION

Whereas Jessup Place-Section 3 is a recorded subdivision in Morgan County, Indiana Plat Book 327, page 427 and

Whereas the plat was prepared by Delbert Hobson, now deceased, and

Whereas during a survey of Lot 17 in said plat by Lewis Engineering an error was discovered. Now

Therefore I submit to correct the error as follows:

- The North line of lot 17 measures 249.00 feet
- vs. the 237.00 feet per plat and the South line
- measures 364.00 feet vs. the 340.00 feet per plat.

Corrections are shown on attached Exhibit "A".
Certified this 25th day of April, 1996.



CHICAGO
State of Indiana Surveyor No. 50279

Larry A. Cramer
Larry A. Cramer



PATL. REXYANT
CLIENT



Lewis Engineering, Inc.
ENGINEERING - SURVEYING - TESTING
1001 E. MAIN ST. - PLAINFIELD, IN 46168
OFFICE: 317-838-2412 FAX: 317-838-2437

NW COR. NE 1/4
SEC 3 T 13N - R 1E
1" PIPE END

1519.00' (M)
1520.00' (P)

N83°42'45"E (M) 2684.95'

NE COR. SEC 3 T 13N. R 1E
1" STL. PIPE END

564.66' (S)
564.66' (S)
500.00' (0.00' E)

N90°00'00"W 237.00' (P) 249.07' (M)

162.00' 25' utility easmt.

S00°00'00"E 571.63'

25' utility easmt.

LOT 17

NO DIST. GIVEN ON PLAT

JESSUP WAY (20' ASPH. ST.)
60' R/W

BACK OF CURB



○ -- 5/8" REBAR SET

RECEIVED FOR RECORD
APR 29 10:58 AM '96
Shelby County Auditor

CHICAGO TITLE

25' utility easmt.
N90°00'00"E 344.00' (P) 364.07' (M)

7E263

3802506

DATE

CHECKED BY

SCALE

1" = 60'

DATE

April 2, 1996

JOB NO.

95 - 88



Ray L. Moore

HEREFORO ENTERED FOR TAXATION
Paula Moore DATE 4-29-96
KANSAS COUNTY AUDITOR

EXHIBIT A

1006

9809398

Book 153 Page 151

AFFIDAVIT FOR CORRECTION OF SURVEY ERROR
JESSUP PLACE, SECTION 4 RECORDED IN
DEED RECORD BOOK 334, PAGES 26-27,
OFFICE OF THE RECORDER, MORGAN COUNTY, INDIANA.

I, Robert C. Griffin, an Indiana Registered Land Surveyor, having noticed that the perimeter description for the recorded plat of Jessup Place, Section 4, is in error in that the closing call was accidentally left off, do now submit this affidavit of correction to bring notice to whom it may concern.

The description reads in part

" . . . and a long chord distance of 252.89 feet having a bearing of North 42 degrees 36 minutes 15 seconds West to the beginning point, containing 16.129 acres, more or less." should read

" . . . and a long chord distance of 252.89 feet having a bearing of North 42 degrees 36 minutes 15 seconds West, to the Southeast corner of Lot 4, Section 1, Jessup Place, per plat thereof recorded in Deed Record Book 327, page 421; thence along the East line of said Section 1, Jessup Place, North 0 degrees 00 minutes 00 seconds West, 275.85 feet to the beginning point, containing 16.129 acres, more or less."

In witness whereof, Robert C. Griffin, has executed this affidavit of correction this 5th day of June, 1998.

Signature Robert C. Griffin
Printed Robert C. Griffin

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer

JUN 16 1998

STATE OF INDIANA :
COUNTY OF MORGAN :

Bruce Williams
Auditor, Morgan County

Before me, the undersigned, a Notary Public in and for said County and State, this 5th day of June, 1998 personally appeared Robert C. Griffin and acknowledged the foregoing instrument.



Robert A. Baugh
Bdwy. A Baugh
Morgan County President
My commission expires
4-28-2000

RECEIVED FOR RECORD
June 16 1998

10:08 A.M.
Yickie Hurrett
MORGAN COUNTY RECORDER

Prepared by Robert C. Griffin