

DEDICATION OF JORDAN ESTATES SUBDIVISION

TES
13 North,

The undersigned, Mark Gilkerson and Paul L. Mason, Jr., owners of the real estate described on this plat, do hereby certify that they have platted and subdivided the same into lots, to be known as JORDAN ESTATES SUBDIVISION, 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. Invalidity 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. The twenty-five (25) foot wide strip along the west side of the subdivision is hereby dedicated to Morgan County for the public road.
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 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 1400 square feet.
7. The exterior of all structures shall be of brick/stone veneer, a combination of brick/stone and approved wood siding or any other exterior materials for which approval is obtained, in writing, from the developer. 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.
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. 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.
15. 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 12th day of March, 1990.