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DEDICATION OF KELLER HILL HEIGHTS

The undersigned, Louis Linder, Jr., the owner of all the real property located in Keller Hill Heights Subdivision, a subdivision approved by the Morgan County Plan Commission and recorded in the Office of the Recorder of Morgan County, Indiana under Book 360, Page No. 66 & 67, does now amend the Covenants and Dedications shown on the plat of the subdivision as to paragraph 18 with the remainder of said Declarations shown in this Dedication being the same as shown on the plat of the subdivision referred to above. That the undersigned, Louis Linder, Jr., as owner of all of the real property now establishes the following covenants, dedications, restrictions, conditions and provisions, being for the mutual benefit of all lot owners, the same are hereby declared to run with the land and to be binding upon all future owners, heirs and assigns.

1. Land Use. All lots herein are for residential use only, limited to a single family dwelling per lot.
2. Street Dedication. All areas shown and designated as streets, if not heretofore dedicated, are hereby dedicated to the public.
3. Further Subdivision. Further subdivision of any lot shall not be permitted.
4. Building Location. No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than the setback lines per Morgan County building codes and this plat. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the building; provided, however, that this shall not be construed to permit any portion of any building on any lot to encroach upon any other lot unless the other lot, or part thereof, is owned by the same owner. The division of a lot for the purpose of creating an additional building site is prohibited.
5. Utility and Drainage Easements. The utility easements shown on the plat are reserved for the public utility companies, not including transportation companies, for the installation of lines, ducts, gas or water mains, sanitary sewers and lateral for same. Drainage easements as shown on the plat are reserved as drainage ways/swales for water runoff and the installation and maintenance of storm water structures. Drainage ways/swales or structures 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 or structures. In order to facilitate the flow of storm water trees or shrubs cannot be planted within drainage easements. No permanent structure, including fences, shall be maintained upon utility or drainage easements. All owners shall take their titles subject to the

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rights of the public utilities, drainage board or County Commissioners and subject to the rights of the owners of the other lots in this subdivision. Owners of each lot shall keep the grass mowed within all utility and drainage easements.

6. **Fences.** No fence shall be erected on or along any lot or lot line with intent to obstruct vision, light, or air. All fences are to be erected reasonable so as to enclose the property and decorate the same without hindrance or obstruction of any other property. Stockade or privacy fences shall be constructed of wood, brick, or stone and if over a height of forty-eight (48) inches, shall not be permitted any closer to the front of the lot than the front of the residence. All fences shall be maintained in good repair and shall be at least five (5) feet inside property lines. Fences will not be allowed on or across drainage or utility easements.
7. **Signs.** No signs of any kind shall be displayed to the public view on any lot except for one sign of not more than five (5) square feet advertising the property for sale or rent. No more than four (4) signs no larger than five (5) square feet shall be allowed by builder or others to advertise the property during construction; however, any sign required by law may be displayed during the construction period in addition to the permitted signs. This covenant has no application to marketing or promotional signs of the developer while lots are being sold.
8. **Storage Tanks.** Tanks containing fuel oil must be placed within buildings or placed underground. Propane storage tanks must be shielded with lattice work and a living screen on all four sides.
9. **Vacant Lot Maintenance.** Vacant lots shall be maintained per the following terms: No trash shall be allowed to accumulate and grass or growth shall not be over eight (8) inches in height. Unsold lots shall be mowed and maintained by the developer. If sold lots are not mowed and maintained, the developer shall have the option to mow, or maintain the property, by removing trash or debris and charge the owner a reasonable fee.
10. **Inoperative Vehicles.** Inoperative or unlicensed vehicles including cars, trucks, recreational vehicles and any other type of vehicle will not be permitted on any lot in the development for more than thirty (30) days, unless stored in a garage. Travel trailers shall be permitted on any lot and shall not be used as a residence. Semi-trailers and tractors shall not be permitted on any lot.
11. **Storage and Refuse Disposal.** No outside storage of equipment, materials, supplies or debris shall be permitted. Trash, garbage or other wastes shall not be kept except in sanitary

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containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition out of public view except on collection days. No incinerators or trash burning shall be allowed.

12. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that each lot shall be allowed three (3) total of either dogs, cats, or other household pets to be kept on any lot, provided they are not kept, bred or maintained for any commercial purposes. All animals shall be restricted to the owners' property unless the animal is on a leash accompanied by the lot owner.
13. **Nuisance.** No noxious or offensive activity shall be suffered or permitted to continue which may annoy or become a nuisance to a neighbor or the neighborhood, nor shall any unlawful act or activity be allowed whatsoever.
14. **Businesses.** No mercantile building shall be erected, built or placed on the real estate shown hereon, nor shall any business of any nature be permitted.
15. **Auto Mechanics.** Except for minor or routine repair and maintenance of the owners' personal vehicles, no welding, restoration, reconstruction, overhauling, painting or other type of auto mechanics, whether for hire or otherwise, shall be permitted.
16. **Dwelling Restrictions.** No mobile home, basement, tent, shack, garage, barn or other out-building shall be used as a residence, temporarily or permanently. This provision shall not be construed to prevent a builder from using such for material or tool storage or office during the period of construction or a temporary office for developer's marketing or promotional purposes.
17. **Accessory Buildings.** One (1) residential accessory building, such as a mini-barn may be placed upon each lot. All accessory buildings shall be constructed of similar materials and color as the residential structure and the roof shall have asphalt, cedar or fiberglass shingles. Placement of accessory buildings shall be in accordance with all building setback lines.
18. **Dwelling Quality and Size:** All residential structures shall have a minimum of thirty-two (32) inches concrete footing below ground level and shall also have solid masonry foundations. The ground floor of the dwelling structure, exclusive of porches, basements and garages, shall not be less than one thousand five hundred square feet (1500) of floor space for a single story house and nine hundred square feet (900) for the ground floor of a multi-story. No less than 1500 square feet total.

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All residential structures shall be constructed of 70% minimum brick or stone. Gabled ends may be covered with wood, aluminum or vinyl siding. No imitation of brick or stone shall be used. Roofing shall be of shingles made of fiberglass asphalt or cedar materials. No mobile, manufactured, geodesic or log homes shall be permitted. No dwelling shall exceed two and one-half (2 1/2) stories in height and each residence shall have an attached garage for at least one car.

19. Waste Disposal. 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 time a central sanitary sewer becomes available, the owners of each lot must connect to the sewer.
20. Construction Time Duration. Owners of all lots shall take title to lots with a guarantee that the dwellings will be constructed and completed within one (1) year from the time that construction begins.
21. Driveway and Sidewalk Installation. Installation of the driveway and sidewalks shall be the responsibility of the lot owners. Driveway surfaces shall be of either concrete or asphalt.
22. Dwelling Plan Approval. All plans for dwellings must be approved by the developer as long as the developer retains an interest in the development.
23. Site Grading and Landscaping. After construction, all lots shall be graded and landscaped. Grading shall be done so as to provide positive drainage away from the dwelling. In order to assure positive drainage the slope away from the dwelling shall be a minimum of one (1) inch per foot (8.33 percent) for a distance of ten feet outside the foundation line. All lots shall be graded such that surface water will flow away from the dwelling and into adjacent drainage ways/swales. All lot owners shall plant a minimum of four (4) trees with at least one (1) being an evergreen variety. All finish grading and landscaping shall be completed within six (6) months of the completion of the dwelling.
24. Signal Receiver. No antenna, signal receiver, satellite dish or similar device may be placed closer to the front lot line than ten (10) feet back from the front of the dwelling structure.
25. Above-ground pools. Above ground swimming pools are not permitted on any lot.
26. Perimeter Drains. All septic fields shall have a perimeter

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drain system installed. Septic field perimeter drain installation is a requirement for construction in this subdivision. A perimeter drain is required even if a drain is not necessary as part of the septic permit issued by the Morgan County Board of Health.

- 27. **STREET DRAINAGE EASEMENT.** The twenty (20) foot wide utility strip, adjacent to all streets, shall also be a drainage easement for surface water flow and perimeter drain outlet.
- 28. **Enforcement.** These covenants and restrictions are to run with this land and shall be binding upon all parties claiming under them, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. The right to enforce these covenants by injunction, together with the right to cause removal by due process of the law of any structure or part thereof erected or maintained in violation thereof, is hereby dedicated to the public and reserved to the several owners of the several lots in this sub-division and to their heirs and assigns. Invalidation of any covenant or restriction herein by judgment, court order or otherwise, shall not affect any other covenant or restriction. Violation of a covenant or restriction shall not cause forfeiture or reversion of title.

DEVELOPERS CERTIFICATION AND DEDICATION

This declaratory statement of dedication, limitations, restrictions and covenants, to run with the land, shown hereon, is hereby so declared and executed by the undersigned, Louis Linder, Jr., owner of said property, this 23rd day of November, 1993.

Louis Linder, Jr.
Louis Linder, Jr.

STATE OF INDIANA)
COUNTY OF MORGAN) SS:

Before me, the undersigned, a Notary Public, personally appeared Louis Linder, Jr. and acknowledged the execution of this instrument to be his voluntary act and deed.

Witness by Hand and Seal this 23rd day of November, 1993.

Peggy Van Blaricum
Signed Notary Public

Peggy Van Blaricum



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Resident of MARION County.

My Commission Expires: November 12, 1994.

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FOR RECORD

93 NOV 23 AM 8:33

Lickia Hewitt
MORGAN CO. RECORDER

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DEVELOPERS CERTIFICATION AND DEDICATION

This declaratory statement of dedication, limitations, restrictions and covenants, to run with the land, shown hereon, is hereby so declared and executed by the undersigned, Keller Hill Heights, Incorporated, owner of said property, by Louis Linder, Jr., President, this 29 day of Nov, 1993.

Keller Hill Heights, Incorporated

By: *Louis Linder, Jr.*
Louis Linder, Jr., President



STATE OF INDIANA)
) SS:
COUNTY OF MORGAN)

Before me, the undersigned, a Notary Public, personally appeared Keller Hill Heights, Incorporated, by Louis Linder, Jr., President, and acknowledged the execution of this instrument to be his voluntary act and deed.

Witness my Hand and Seal this 29 day of NOVEMBER, 1993.

Karen S. McCrary
Signed Notary Public
KAREN S. MCCRARY
Printed

Resident of MORGAN County.

My Commission Expires: 11/11/95



This Instrument Prepared By Timothy C. Ourrens, Attorney at Law, 9 West Main Street, Mooresville, Indiana 46158.

RECEIVED FOR RECORD
November 29 1993
3:15 P.M.
Dickie Kivett
MORGAN COUNTY RECORDER