22°52'39" 48°11'23" 41°31'35" 96°58'49" 137°52'22" 22°52'39" 90°00'00" 06°14'09**"** 22°33'39**"** 80°41'47" 81°24'16" 56°45'36" 22°33'39" 57°31'07" 138°23'27" 79°21'13" 58°38'06" 48°11'23" 16°19'30" 48°10'08" 48°11'23" 90°01′15″ 81°16'20" 56°55'03" 31°54'20" 35°47'40" 22°26'21" 22°26'21" 22°26'21" 22°26'21" 89°47'56" 90°12'04" 48°11'23" 48°11'23" 48°11'23" 79°26'54" 72°05'47" 79°44'51" 03°10'35" 35°47'40" 32°37'05" 48°11'23" 22°33'37" 45°05'13" 48°11'23" 22°33'37" 90°00'00" 22°33'37" 90.00.00 63°40′49″ 05°32′49″ 90°00'00" 139°49'37" 50.00 50.00 25.00 25.00 50.00 50.00 50.00 25.00 25.00 50.00 3025.00 275.00 25.00 25.00 25.00 25.00 25.00 200.00 50.00 50.00 50.00 50.00 25.00 200.00 200.00 325.00 275.00 25.00 25.00 25.00 175.00 225.00 225.00 25.00 325.00 300.00 275.00 50.00 50.00 50.00 175.00 175.00 25.00 25.00 25.00 25.00 225.00 21.03 39.35 69.59 69.59 69.59 21.03 111.37 124.95 127.28 111.37 124.95 127.28 117.49 107.70 39.18 39.18 39.18 39.18 39.18 39.18 39.18 39.18 39.18 39.18 39.27 39.27 39.27 39.27 50.19 70.42 71.04 49.67 70.92 70.42 71.03 21.03 21.03 21.03 21.03 21.03 21.03 69.25 51.17 21.03 69.25 59.86 69.88 69.88 69.39 118.13 109.33 128.09 12.47 39.27 39.27 39.27 108.28 127.97 125.29 56.51 65.83 6.24 11.18 20.76 41.77 41.55 36.39 111.18 57.17 64.59 64.47 59.51 54.55 111.18 11 78°51'34" 78°56'20" 68°52'32" 62°11'45" 65°31'39" 22°30′00″ 67°30'00" 67°30'00" 11013117 08'06'06" 78°56'20" 11013117 19°22'56" 70°21'02" 65°41'10" 66°07'27" 65°37'59" 22°30'00" 70°24'34" 40°30'30" 40°32'31" 45°16'19" 70°31'51" 71°23'23" 40°22'28" 66°10'01" 65°38'36" 39°36'58" 65°38′36″ 69°15'22" 83°27'10" 66°10'01" 45°09'40" 44°50'20" 45°09'40" 11°16'49" 11°16'49" 85°23'50" 52°36'38" 39°39'49" 78°17'37" 79°11'59" 44°50'20" 11°16'49" 64°33'51" 39°56'04" 77°38'54" 83°48'33" 85°23′50" 11°13′11″ 1101311* 22°30'00" 1101311* 67°30'00" 22°30'00" 67°30'00" 83°27'10" 80°40'46" 83.03.22 83°22'04" 04°48'35" 35.36 35.36 107.58 117.58 117.58 1107.58 1107.58 1107.56 1107.56 1107.56 1107.56 1107.59 1117.37 35.36 35.36 35.36 35.36 35.36 35.36 35.36 35.36 35.36 35.36 35.36 35.36 35.36 69.41 107.59 117.37 35.36 68.94 107.59 35.36 88.63 108.04 79.80 123.68 35.36 16.94 Distances as shown on this plat are in feet and decimal page arings as shown hereon are in degrees, minutes and sec. The symbol "B/L" where shown on this plat is an abbreviat "Building Line". All lot corners are marked by 5/8" x 30" iron pins with ye unless noted otherwise. This development will not increase the downstream peak hy storm water flow. The letters "U/F" and "D/F" where shown on this plat are for "Utility Easement" and "Drainage Easement" respectively designate an easement for the indicated purpose. This property is held in the name of Louis Linder, Jr., as referenced 317 page 344 and Deed Record 293 page 113, Morge 12 L18 L13 89°46'51" 67°30'00" 89°37'21" 89°56'21" 89°56'21" 89°56'21" 80°35'40" 89°48'23" 89°44'18" 89°44'18" 00°03'39" 67°30'00" 89°44'18" 89°46'51" 89°46'51" 89°44'18" 89°44'18" 89°44'18" 67°30′00″ 22°30'00" 00°03'37" 67°30'00" 76°42'20" 80°35'40"

The undersigned, Louis Linder, and described hereon, does here subdivided the same into lots, and does now establish the frestrictions, conditions and benefit of all lot owners, the standard and to be binding unassigns.

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BOOK 36 PAGE 67

445

13

NORTH

50.17

0F THE NORTH HALF OF RANGE EAST, MORGAN SECTION 5, COUNTY, INDIANA. TOWNSHIP

- Dwelling Plan Approval. All plans for dwellings must approved by the developer as long as the developer retains interest in the development.
- 3. Site Grading and Landscaping. After construction, all lots shall be graded and landscaped. Grading shall 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 lot shall be graded such that surface water will flow away from the dwelling and into adjacent drainage ways/swales. All lot one (1) being an evergreen variety. All finish grading and landscaping shall be completed within six (6) months of the completion of the dwelling.

 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.

 Above-ground pools. Above ground swimming pools are not permitted on any lot.

112.89 114.06 55.90 2.91 55.90 17.82

115.08 114.71 49.68 111.02

55.90 59.38 57.65 57.79

46.03 46.03 27.64 27.37 49.19 55.90

Building Location. No buinearer to the front lot line than the setback line and this plat. For the purand open porches shall resulting; provided, however to permit any portion of a upon any other lot unless owned by the same owner.

96.03

Street Dedication. All a if not heretofore dedic public.

All lots her a single famil

- 6. Perimeter Drains. All septic fields shall have a perimeter 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.

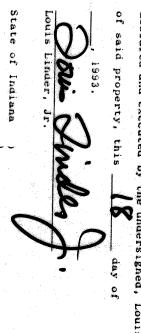
 7. STREET DRAINAGE EASEMENT. The twenty (20) foot wide utility strip, adjacent to all streets, shall also be a drainage easement for surface water flow and perimeter drain outlet.
- Biforcement. These covenants and restrictions are to run with this land and shall be binding upon all parties claiming 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 removal by injunction, together with the right to cause 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 judgement, court order or otherwise, shall not affect any restriction shall not cause forfeiture or reversion of title.

Vacant Lot Maintenance. Vacant the following terms: No tras and grass or growth shall nheight. Unsold lots shall developer. If sold lots are developer shall have the oppoperty, by removing trash creasonable fee.

Storage Tanks. Tanks contain buildings or placed undergrand shielded with lattice work sides.

Storage and Refuse Disposal.
materials, supplies or debri
garbage or other wastes shall
containers. All equipment fo
shall be kept in a clean and series except on collection deburning shall be allowed.

Inoperative Vehicles Inoperincluding cars, trucks, recrutype of vehicle will not be development for more than this a garage. Travel trailers shall not be used as a reside shall not be permitted on any

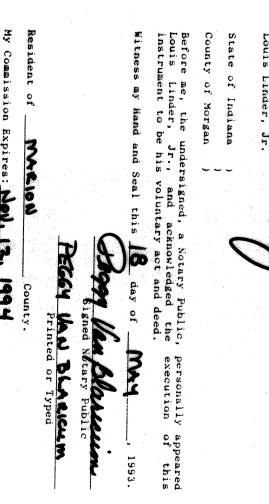


Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that each lot shall be allowed three (3) total of either dogs, cats, or other household pets to be kept on any lot, provided they are not kept, bred or maintained for any commercial purposes. All animals shall be restricted to the owners' property unless the animal is on a leash accompanied by the lot owner.

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.

Businesses. No mercantile buplaced on the real estate shoof any nature be permitted.

ing shall be erected, built or hereon, nor shall any business



Dwelling Restrictions. No mobigarage, barn or other out-tresidence, temporarily or perm not be construed to prevent material or tool storage or construction or a temporary of or promotional purposes.

bile home, basement, tent, shack,
-building shall be used as a
rmanently. This provision shall
a builder from using such for
r office during the period of
office for developer's marketing

minor or routine repair and rsonal vehicles, no welding, verhauling, painting or other for hire or otherwise, shall

12.

of the other business of the Association. The Director shall also be responsible for creating by-laws and rules for governing the Association and meetings of the Association the secretary of the Association shall also maintain a minute book of all proceedings and keep all records of the Association meetings, business and financial dealings.

Annual Meetings. the annual meeting of the Association shall be at 7:00 p.m. on the last Wednesday in January unless otherwise established by the directors. the first annual meeting shall be in the year 199. Notice of the time, date and place shall be mailed by regular mail to all owners of parcels in Keller Hill Heights according to the records of the Morgan County Auditor. Other special meetings may be called by the directors or upon a request of 20% of the membership with said meeting to take place within 35 days from the request.

- 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.

 The Board of Directors of the Association shall precedence of the Board of Directors of the Association of the Association or by the SecretaryTreasurer of the properties and assessment due date. Such assessment and the second to the association or by the SecretaryTreasurer of the Association. Written notice of the assessment in the office of the Association will 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 is not paid on the date when due, then the assessment is not paid on the date when due, then the assessment is not paid on the representatives and assessment and cost of collection thereof as thereinst the property which shall bind such property in the hands of the then owner, has hears, devisee, personal representatives and assigns. If the assessment is not paid within 30 days after the due date a delinquency fee of fen bollars shall be added thereto and from the date of the delinquency shall run at the complaint in the action, attorney fees, and all other costs incurred in the collection of said debt.

 Priority. The priority of any lien herein shall be second and junior to any purchase money mortgage. Otherwise, such lien is entitled to the priority and dignity according to the date have the right of file a lien against any property that has a sessment and the lien shall be placed against the property.

 Exempt Property. the following property sucject to this declaration shall be exempt from the assessment.

 Exempt Property. the following property sucject to this development; c. All properties owned by the developer, and all properties of the developer.

 The According any lots which may have been re-acquired by the

O. Creation. the initial directors of the Association shall be appointed by the Developer and shall consist of one person. The initial director shall serve until the first annual meeting, where upon the members shall elect three directors one of which shall serve as President, the other as Vice President, and the other as Secretary/Treasurer of the Association. The initial director shall be elected as follows: One for a one year term, one for a two year therm and one for a three year therm with each of their successors being elected for a one year term.

1. Duties. The Director shall be responsible for setting all meeting, payment of all maintenance caused on common areas, maintaining the records for the Association, maintaining all financial records and accounting for all monies, for collection of dues, for entering into contracts for work in any common area, for recording liens, and taking care of all

- nitial annual
 th lot sold by
 regardless of
 the payment
 day
 n this annual
 against each
 paid to the
 Association.
 or special
 due from the

- Quorum For Any Action. The Quorum required to change the amount of the annual assessments or for a special assessment for capital improvements shall consist of 60% of the membership. The quorum vote can be by written proxy or the membership appearing in person at the meeting. If the required quorum is not forth coming at any meeting, another meeting may be called, subject to the notice requirements set out for the purpose of the meeting. The same quorum vote is required for all decisions that require approval by the homeowners.

All of the owners of the Real Estate whether legal or equitable, shall be members of an Association (which can be unincorporated or incorporated at the discretion of the membership) such association to be known as the Keller Hill Heights Homeowner's Association.

The purpose of the association and all assessments levied by the association shall be for the purpose of promoting the preservation promoting recreation, health, safety and welfare of the residents of the subdivision, for the subdivision and in particular for the improvements and the above purposes and related to the use and enjoyment of the common properties situated in the subdivision including, but not replacement, maintenance of common areas including the cost of labor, equipment, materials, utilities, and management and supervision thereof.

1. Membership One membership shall exist for each ownership of a lot in the subdivision. "Ownership shall mean all owners, whether legal or equitable and regardless of the number or shall be entitled to the membership rather than the Developer. The Developer shall have one membership for each lot which is

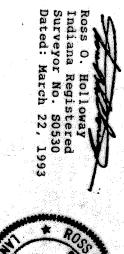
A part of the North Half of Section 5, Township 13 North, East, Morgan County, Indiana, described as foilows:

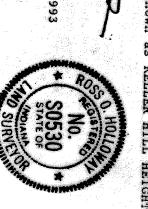
HEIGHTS SUBDIVISION

Commencing at a found iron pin which marks the northwest corner of the East Half of the Northwest Quarter of Section 5; thence South no degrees no minutes 29 seconds East (assumed bearing), with the west line of said East Half, 396.38 feet; thence North 89 degrees the southwest corner of Lot Number 23 in Gaslight Village subdivision, per plat thereof as recorded in Deed Record 230 page thence North 89 degrees 06 minutes 06 seconds East, with the south feet, into the Northeast Quarter of said Section 5, to an iron pin; thence, with the north line of Lots Number 23 through 32 in said subdivision, 1646.04 thence South no degrees 05 minutes 28 seconds East, with the south aforesaid Gaslight Village subdivision, North 89 degrees 45 minutes 28 seconds West 709.52 feet, into the Northwest ormer of Lot Number 1 through 28 seconds West 709.52 feet, into the Northwest Quarter of Section aforesaid subdivision; thence, continuing with the north line of Gaslight Village subdivision, North 89 degrees 45 minutes 5 in Gaslight Village subdivision, North 89 degrees 59 minutes 26 seconds West, with the east line of Lots Number 5 in Seconds West 938.17 feet to an iron pin; thence North no degrees 02 through 21 in said subdivision, 2044.90 feet to the Point of End Number 10

CERTIFICATION

I, Ross O. Holloway, an Indiana Registered Land Surveyor, hereby certify that, to the best of my information, knowledge and belief, this plat and description represents a subdivision of land as surveyed by me, consisting of 61 lots, numbered 1 through inclusive, to be known as KELLER HILL HEIGHTS.





PLAN COMMISSION APPROVAL

UNDER AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY MORGAN COUNTY, INDIANA, BOARD OF COUNTY COMMISSIONERS.

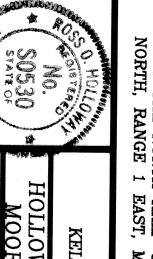
THIS PLAT IS HEREBY APPROVED BY THE MORGAN COUNTY PLAN COMMISSION AT A MEETING HELD THIS $<\gamma$ DAY OF $A_{\omega\gamma}$, 1993.





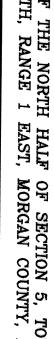


PLAT IS HEREBY APPROVED BY MEETING HELD THIS DAY



PART RT OF T NORTH, " THE NORTH H, RANGE 1 H HALF EAST, OF SECTION 5, TOWNSHIP MORGAN COUNTY, INDIANA.

13



KELLER HILL HEIGHTS

HOLLOWAY ANI MOORESVILLE ASSOCIATES Z 46158

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. <u>Land Use.</u> All lots herein are for residential use only, limited to a single family dwelling per lot.
- 2. <u>Street Dedication</u>. All areas shown and designated as streets, if not heretofore dedicated, are hereby dedicated to the public.
- 3. <u>Further Subdivision</u>. 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 coverant, 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.
- 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

- 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. <u>Signs.</u> 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. <u>Storage Tanks.</u> 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. <u>Vacant Lot Maintenance</u>. 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 moved and maintained by the developer. If sold lots are not moved and maintained, the developer shall have the option to maintain the property, by removing trash or debris and charge the owner a reasonable fee.
- 10. <u>Inoperative Vehicles</u>. 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. <u>Storage and Refuse Disposal</u>. No outside storage of equipment, materials, supplies or debris shall be permitted. Trash, garbage or other wastes shall not be kept except in sanitary

- 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. <u>Nuisance</u>. 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. <u>Businesses.</u> 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. <u>Auto Mechanics</u>. 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. <u>Dwelling Restrictions</u>. 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 helow ground level and shall also have solid masonry loundations. 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.

- 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. <u>Waste Disposal</u>. 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. <u>Driveway and Sidewalk Installation</u>. Installation of the driveway and sidewalks shall be the responsibility of the lot owners. Driveway surfaces shall be of either concrete or asphalt.
- 22. <u>Dwelling Plan Approval</u>. 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 grated 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. <u>Signal Receiver</u>. 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. <u>Above-ground pools</u>. Above ground swimming pools are not permitted on any lot.
- 26. Perimeter Drains. All septic fields shall have a perimeter

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. <u>STREET DRAINAGE EASEMENT.</u> 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.
- 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 dedi and covenants, to run with the	cation, 1:	imitations, re wn hereon, is	estrictions hereby so
declared and executed by the under of said property, this 23rd	rsigned,	Louis Linder,	Jr., owner
1 1.			

Louis Linder, Jr.

STATE OF INDIANA)
) SS:
COUNTY OF MORGAN)

Eefore 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 my Hand	and	Seal	this	23rd day of November ,	1993.
AY Are				23rd day of November, Signed Notary Public	
				Signed Notary Public	
EAT					

Peggy Van Blaricum

BOOK PAGE 543

Resident	of _	MARION	County.		
My Commis	ssion	Expires:	November 12, 1994		

RECEIVED FOR RECORD

93 NOV 23 AM 8: 33

Vickie Vrivett MORGAN CO. RECORDER

DEDICATION C" KELLER HILL HEIGHTS

The undersigned, Keller Hill Heights, Incorporated, 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, Keller Hill Heights, Incorporated, 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.

- Land Use. All lots herein are for residential use only, limited to a single family dwelling per lot.
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- <u>Further Subdivision</u>. Further subdivision of any lot shall not be permitted.
- 4. <u>Building Location</u>. 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.
- Utility and Drainage Easements. The utility easements shown 5. 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

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 fall 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. <u>Signs.</u> 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. <u>Storage Tanks.</u> 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. <u>Vacant Lot Maintenance</u>. 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 moved and maintained by the developer. If sold lots are not moved 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. <u>Inoperative Vehicles</u>. 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) da 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. <u>Storage and Refuse Disposal.</u> No outside storage of equipment, materials, supplies or debris shall be permitted. Trash, garbage or other wastes shall not be kept except in sanitary

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. <u>Businesses</u>. 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. <u>Auto Mechanics</u>. 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. <u>Dwelling Restrictions.</u> 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. <u>Dwelling Quality and Size:</u> 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.

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. <u>Waste Disposal</u>. 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. <u>Construction Time Duration</u>. 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. <u>Driveway and Sidewalk Installation</u>. Installation of the driveway and sidewalks shall be the responsibility of the lot owners. Driveway surfaces shall be of either concrete or asphalt.
- 22. <u>Dwelling Plan Approval</u>. 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 grated 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. <u>Signal Receiver.</u> 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

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 owner the several lots in this sub-division and to their heirs assigns. Invalidation of any covenant or restriction he by judgment, court order or otherwise, shall not affect other covenant or restriction. Violation of a covenant or restriction shall not cause forfeiture or reversion of title.

DEVELOPERS CERTIFICATION AND DEDICATION

Keller Hill Heights, Incorporated

By: Jui Mary Louis Linder, Jr., President

STATE OF INDIANA)
COUNTY OF MORGAN) SS:

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.

Karen S. Mchan
Signed Notary Public
KARED S. MCCRARS
Printed
Resident of County.
My Commission 'xpires: /////95
(SEAL)")
This Instrument Prepared By Timothy C. Ourrens, Attorney at
Law, 9 West Main Street, Mooresville, Indiana 46158.

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

RECEIVED FUHHECORD

November 3:15 P. m.

Wickie Kivett

TORGAN COUNTY RECORDER