

1974

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Under authority provided by Chapter 174-Acts of 1947, enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Board of County Commissioners of the County of Morgan as follows:

Approved by the Morgan County Plan Commission at a meeting held on the 14th day of October, 1974.

MORGAN COUNTY PLAN COMMISSION

Robert C. Hodges
Chairman
ROBERT C. HODGES

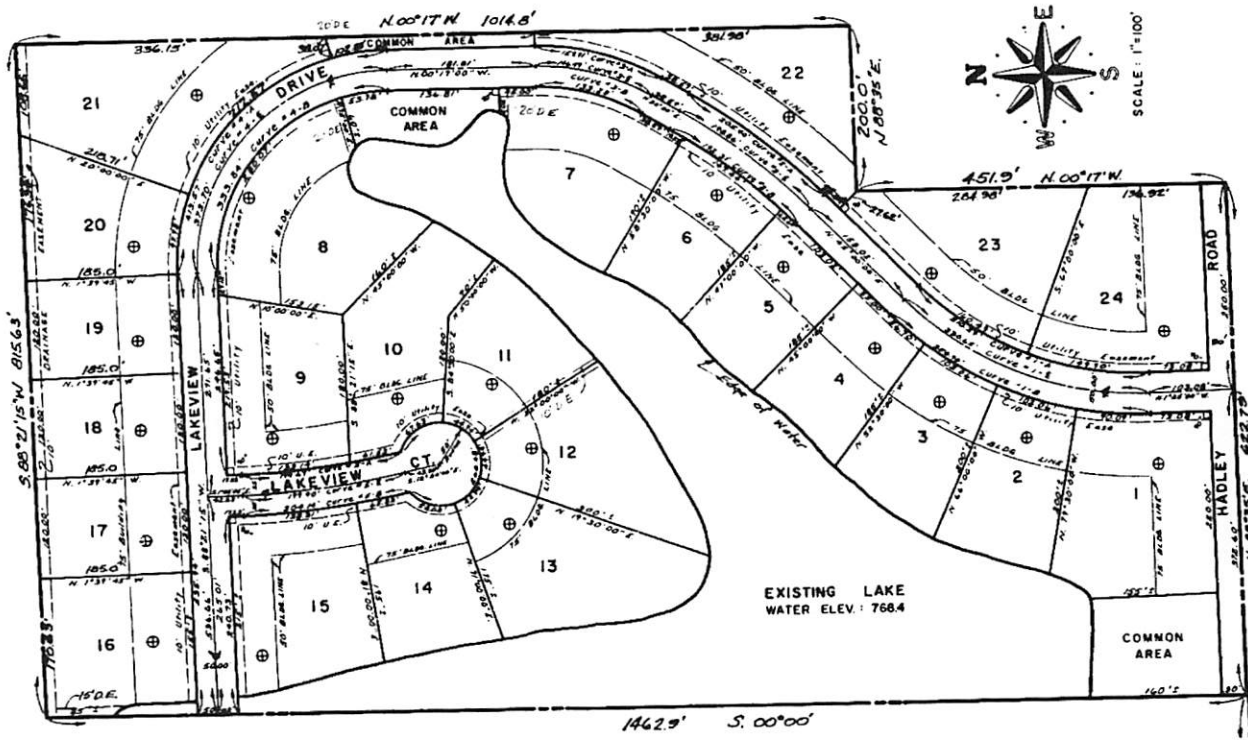
Ralph J. Wershing
Secretary
RALPH J. WERSHING



CURVE DATA					
CURVE	Δ	T	R	D	C
1-A	44°25'00"	175.00	408.14	44°08'27"	330.65
1-B	"	164.28	383.14	44°18'27"	340.37
2-A	13°40'00"	100.00	251.58	13°22'00"	241.28
2-B	"	103.77	264.58	13°43'09"	248.86
2-C	"	96.77	244.58	13°59'30"	235.40
3-A	30°17'00"	75.00	177.16	30°04'24"	146.97
3-B	"	80.77	208.16	30°16'07"	157.86
3-C	"	88.24	232.16	30°26'19"	168.28
4-A	91°21'45"	240.00	234.56	24°44'76"	373.70
4-B	"	246.40	259.56	22°07'22"	413.67
4-C	"	274.40	298.56	17°34'27"	538.84
5-A	10°51'18"	100.00	102.67	10°44'32"	100.40
5-B	"	97.63	102.67	10°57'58"	104.67
5-C	"	94.38	102.67	11°11'13"	108.14

PERCOLATION TEST RESULTS					
LOT NO.	PERCOLATION		LOT NO.	PERCOLATION	
	INCHES/HOUR	MINUTES/IN.		INCHES/HOUR	MINUTES/INCH
1	2.7	21	13	1.0	60
2	1.1	52	14	1.0	60
3	1.2	60	15	4.2	14
4	1.2	50	16	3.0	20
5	1.5	52	17	3.0	20
6	1.5	44	18	1.0	60
7	1.5	40	19	1.6	37
8	2.3	26	20	2.3	26
9	1.7	37	21	2.4	40
10	1.4	44	22	1.4	41
11	3.5	17	23	1.7	36
12	1.5	17	24	1.7	26

⊕ INDICATES TEST HOLE LOCATION



LAKEVIEW ESTATES

I hereby certify that the within plot is true and correct and represents a survey of a part of the west half of the Northwest quarter of Section 33, Township 14, North, Range 2 East of the Second Principal Meridian, Morgan County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the said Half quarter section; thence north 88 degrees 35 minutes East along the South line thereof 350.11 feet to the Place of Beginning; thence continue North 88 degrees 35 minutes East along the said - ditto - line 622.79 feet to the southwest corner of a tract of land containing 2.07 acres, (1.97 acres by deed); thence North 00 degrees 17 minutes West along the west line of the said tract 451.0 feet; thence South 88 degrees 35 minutes East along the North line of the said tract 300.00 feet; thence North 00 degrees 17 minutes West 104.5 feet; thence South 88 degrees 21 minutes 15 seconds West 815.63 feet to a point which lies 350.0 feet East of the west line of the said Half quarter Section (as measured parallel with the said west line); thence South 00 degrees 00 minutes parallel with the said west line 1462.5 feet to the Place of Beginning, containing 25.46 acres, more or less.

This subdivision consists of 24 lots, numbered 1 thru 24, inclusive. The size of lots and widths of streets are shown in figures denoting feet and decimal parts thereof.

This survey made by me during September, 1974.

Witness my signature this 4th day of November, 1975.

James E. Dankert
James E. Dankert
Registered Land Surveyor
Indiana 4108

ONLY ENTERED FOR TAXATION

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DEDICATION OF LAKEVIEW ESTATES SUB-DIVISIONSECTION I

The undersigned, Denteam Realty Company, a partnership composed of Donald E. Arens, Jeffrey J. Rich and Jean Wagley, owners of the real estate described in said plat and known as Lakeview Estates Sub-Division, Section I:

Part of the West Half of the Northwest Quarter of Section 33, Township 14 North, Range 2 East of the Second Principal Meridian, Morgan County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the said Half Quarter Section; thence North 88 degrees 35 minutes East along the South line thereof 350.11 feet to the Place of Beginning; thence continue North 88 degrees 35 minutes East along the South line 622.79 feet to the Southwest corner of a tract of land containing 2.073 acres (1.97 acres by deed); thence North 00 degrees 17 minutes West along the West line of the said tract 451.2 feet (451.9 feet by deed); thence North 88 degrees 35 minutes East along the North line of the said tract 200.00 feet; thence North 00 degrees 17 minutes West 1014.8 feet; thence South 88 degrees 21 minutes 15 seconds West 815.63 feet to a point which lies 350.0 feet East of the West line of the said Half Quarter Section (as measured parallel with the said West line); thence South 00 degrees 00 minutes parallel with the said West line 1462.9 feet to the Place of Beginning, containing 25.46 acres, more or less.

This Sub-Division consists of 24 lots numbered from 1 to 24 consecutively and inclusively. The locations and dimensions of the lots and the location and widths of streets are as shown on said plat denoting feet and decimal fractions thereof. The undersigned owners hereby establish the following covenants and restrictions, provisions and conditions as a part of said plat and Sub-Division, which covenants, restrictions, provisions and conditions being for the mutual benefit of all lot owners, are hereby declared to be covenants which shall run with the land.

1. Building and set back lines are hereby established. Front set back lines shall be as designated upon the recorded plat. No building shall be erected within ten (10) feet of the line dividing any adjoining owners' lot.

2. The areas designated as roadways on the plat of the Sub-Division are hereby dedicated to the public use. Those areas designated on the plat as common property are hereby dedicated to the use of the owners of lots in the Sub-Division and the regulation and control of said areas is hereby granted to the Lakeview Estates Association, Inc., a not-for-profit corporation organized and existing under the laws

of the State of Indiana.

3. A strip of ground ten (10) feet in width on each side and back property line is hereby reserved and dedicated for public utility companies, not including transportation companies, for the installation of lines, ducts, gas or water mains or laterals and sewers. No permanent structures shall be maintained upon said strips.

4. All lot owners, in consideration of the like agreements and covenants of other lot owners of Lakeview Estates Association, Inc., covenant and agree to maintain their membership in the Lakeview Estates Association, Inc., as long as they own a lot in Lakeview Estates Sub-Division and further agree to abide by the By-Laws of the Lakeview Estates Association, Inc. Each lot owner shall pay to said Association an annual charge established in accordance with the By-Laws of said Association in the amount of One Hundred Dollars (\$100.00) payable on the first day of May each year so long as they shall own property in Lakeview Estates Sub-Division. The above charge may not be increased except in accordance with the procedure set out in the Articles and By-Laws of said Corporation. All dues not paid within sixty (60) days of the date due shall be delinquent and shall bear interest at eight percent (8%) per annum commencing with the date of delinquency, together with attorney fees and all costs of collection. Dues shall be a lien upon the respective lots of the lot owners owing such dues. The Lakeview Estates Association, Inc., shall notify lot owners of delinquent dues by certified mail directed to the address as the same appears on the transfer books of the Corporation and shall record a copy of said Notice in the Office of the Morgan County Recorder. In the event the dues remain unpaid one year subsequent to the date same become due, the lien created hereby may be foreclosed and the real estate sold to satisfy said lien.

5. The lot owner shall install on his property only such sewage disposal units as are approved by state and local governmental officials having authority and jurisdiction over Lakeview Estates. Each lot owner further agrees that after installation, the unit shall be kept in good and satisfactory operating condition. In the

event a sewer system becomes available, each lot owner agrees to hook on to and join such system.

6. No buildings other than residential dwellings and family garages shall be erected or placed on said lots. All dwelling units which may be erected thereon shall have at least 1450 square feet of floor space and 11,600 cubic feet on grade level exclusive of basement floors, attics, porches and attached garages.

7. No lots may be subdivided and not more than one single family dwelling house may be erected or constructed on any one lot, however, lots may be divided to increase the size of adjoining lots, but each such enlarged lot shall be considered one lot only. No building or other structure may be erected on any lots prior to the erection of a dwelling house. No accessory building, basement or temporary building shall be used or occupied as living quarters. No building shall be constructed or erected on said lots unless built of solid and permanent material. No house trailers, tents or other similar structures shall be erected, moved onto or placed upon premises.

8. No outside toilets shall be allowed. No waste shall be permitted to enter any lakes and all sanitary arrangements must comply with specifications and regulations of the Lakeview Estates Association, Inc., and local and/or state officials. All buildings having plumbing facilities shall be required to connect to central water and sewer systems upon the availability of the same. No individual drain field or other disposal system shall be allowed nearer than fifty (50) feet from the normal water level of the abutting lake.

9. No noxious or offensive activity shall be permitted on any lot nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lots except customary household pets in reasonable numbers. Such pets shall be confined to the property of the lot owner.

10. No signs of any kind shall be displayed on any lot other than a "For Sale" or "For Rent" sign no larger than thirty (30) inches by thirty (30) inches.

1. No boat docks, floats or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of Lakeview Estates Association, Inc. Use of the lake is limited to members of the Lakeview Estates Association, Inc., and such use shall be in compliance with the rules and regulations of said Association. Lot owners shall not assign or convey any lot or lots to any persons not accepted for membership in Lakeview Estates Association, Inc. This restriction shall not apply to mortgages given to financial institutions, but shall apply to all conveyances of the equity or redemption in any lot.

This declaratory statement of uses, limitations, restrictions and covenants to run with the land is hereby so declared and executed this 30th day of Sept., 1976.

RECEIVED
FOR RECORD

Nov 1 3 01 PM '76

John H. Gray
RECORDER OF
MORGAN COUNTY

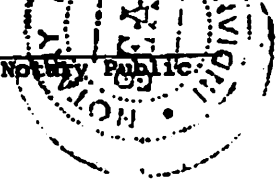
DENTEAM REALTY
[Signature]
Donald E. Arens

[Signature]
Jeffrey J. Rich

[Signature]
Jean Wagley

Before me, the undersigned, a Notary Public, personally appeared Denteam Realty Company, a partnership composed of Donald E. Arens, Jeffrey J. Rich and Jean Wagley, and acknowledged the above and foregoing to be their voluntary acts and deeds.

[Signature]
Norma McYman
Notary Public



My Commission Expires:

Aug 5, 1979

APPROVED by the Morgan County Plan Commission.

[Signature]
Secretary Ralph J. Wersching

[Signature]
Robert W. Hodges Chairman

This Instrument prepared by: James Bruce Dodd

