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Dedication Certificate

The undersigned, Honor H. Chandler and A. Chandler, husband and wife; Arthur C. Pugh and Elizabeth Pugh, husband and wife; Roy Parks and Mildred Parks, husband and wife; Roy W. Jackson, Jr., and Dorothy Jackson, husband and wife; Melvin R. Gibson and Marjoe Gibson, husband and wife; and John P. Miller and Virginia Miller, husband and wife, the owners of the above described real estate, do hereby certify that they do hereby lay off, plat, and subdivide into lots, in accordance with the above plat, the real estate described in the above and foregoing certificate, the same to be known as "Crestview Heights Subdivision", located in a part of the Northeast quarter of Section 9, Township 13 North, Range 2 East, Morgan County, Indiana.

The undersigned do hereby establish the following restrictions, provisions, and conditions as a part of said plat and subdivision, which are hereby made covenants to run with the land:

1. All public utilities, including electric, telephone, and gas shall have a perpetual easement over the utility strips on all lots of this subdivision, as said utility strips are shown on the plat thereof; said utility strips shall be kept free and clear of all obstructions of any kind.
2. No buildings other than residential dwellings and family garages shall be built, erected, or placed thereon. No residence, except those having at least 960 square feet above ground level for a one story house or 800 square feet above ground level with no less than 22 foot attached garage. No detached garages over 25'x25' shall be built, erected, or placed thereon.
3. Materials for construction such as cinder blocks, cement concrete blocks, volcanic ash blocks, slag blocks and tile must be

covered with brick or stone veneer, weather board, or redwood siding above ground.

4. There shall be no paper, tarp paper, or asbestos covering on the outside of any dwelling or other building constructed within this subdivision.

5. No tent, house trailer, shack, garage, porch or other out-buildings erected upon said property shall at any time be used as a residence, temporarily or permanently, nor any structure of a temporary character be used as a residence.

6. No noxious or offensive activity shall be carried on upon any lot, nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No merchandise building shall be erected, built or placed on the above described real estate nor any business of any nature be permitted to carry on in a manufacturing, wholesaling, or retailing way, without first securing, by written instrument, permission from at least 75 per cent of the owners of the above real estate and also approval for such use from the Morgan County Planning Commission and Board of Zoning Appeals.

7. Storage tanks for petroleum products and gas storage tanks must be concealed by lattice work and fence, or a protective screen of living shrubbery, or placed within buildings or buried under the ground.

8. No building shall be built, erected or placed within 20 feet of a property line, and 40 feet from the street property line.

9. No outside toilets shall be erected or placed upon any lot in this subdivision. All septic systems must meet State Board of Health standards.

1004. 10. There shall be no foul or livestock kept or maintained in this subdivision. All dogs must be penned or kept on leash at all times.

11. No house trailer, commercial trailer or such shall be parked upon any lot in this subdivision for rental purposes or for storage.

12. Only one residential dwelling shall be constructed on each lot in this subdivision.

13. No clothes line shall be fastened to a dwelling, tree, power pole, telephone pole, garage, fence or anything except a post erected for that purpose.

14. All buildings must be completed on the outside with front and side yards graded and seeded within six months from start of construction or placing of any materials on lot for that purpose.

15. These covenants are to run with the land and shall be binding on all parties claiming under them. The right to enforce these provisions by injunction, together with the right to cause removal by due process of law of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

16. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

... of the 27 day of September, 1960.

/s/ Homer R. Chandler
Homer R. Chandler

/s/ Anna D. Chandler
Anna Chandler

/s/ Roy Parks
Roy Parks

/s/ Mildred Parks
Mildred Parks

/s/ Melvin S. Gibson
Melvin S. Gibson

/s/ Marjane Gibson
Marjane Gibson

STATE OF INDIANA,

COURT OF HONOR, SS:

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Homer R. Chandler and Anna Chandler, husband and wife; Arthur C. Pugh and Elizabeth Pugh, husband and wife; Roy Parks and Mildred Parks, husband and wife; Roy S. Jackson, Jr., and Dorothy Jackson, husband and wife; Melvin S. Gibson and Marjane Gibson, husband and wife; and John P. Miller and Virginia Miller, husband and wife, and acknowledged the execution of the above and foregoing instruments to be their voluntary act and deed, this 27 day of September, 1960.
(Seal)
My commission expires: July 10, 1962.

This plat and subdivision is hereby approved and attested to record.

Dated this 27 day of September, 1960.

MORGAN COUNTY PLAT COMMISSION

Attest: By /s/ Welcome J. Neal, Chairman
/s/ Ralph J. Worshing
Ralph J. Worshing