

DEDICATION OF KIVETT PARKSIDE - SECTION ONE

owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and do hereby dedicate to the public, said real estate in accordance with the within plat.

This subdivision shall be known and designated as Kivett Parkside Subdivision - Section One, an addition to the City of Martinsville. All streets and alleys shown and not heretofore dedicated are hereby dedicated to the public.

Front and side yard building setback lines are hereby established as shown on this plat. Between which lines and the property lines of the street there shall be created or maintained no building or structure.

There are strips of ground shown on this plat marked utility easements. Reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines, and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

Covenants and Restrictions for Kivett Parkside Subdivision Martinsville, Indiana

All building plans must be approved in writing by the developer.

All builders must landscape lots to a minimum standard set by the developer. This includes sodding the front yard and seeding and cultivating the remainder.

1. Drainage Easements. Areas designed as drainage easements on this plat are dedicated as easements for drainage of water. No structure shall be erected or maintained within such areas and drainage shall not be restricted. Maintenance of the drainage easement area is the responsibility of the lot owner.

2. Vacant Lot Maintenance. Vacant lots shall be maintained per the following terms: No trash shall be allowed to accumulate or vegetation allowed to grow in excess of twelve (12) 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.

3. Business Use. No mercantile or business establishment of any kind or character shall be erected, altered, permitted or maintained on any lot.

4. 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.

5. Storage Tanks. No bulk storage tanks of any shall be allowed.

6. Utility/Storage Buildings. No utility building, barn or accessory building of any kind will be permitted on any lot, unless it is constructed to match house, i.e., foundation permitted if approved by the developer. Any additional garage will be permitted when it complies with other construction and landscaping restrictions i.e., proper foundation, exterior and material same as house on lot.

7. Animals. Lot owners shall not keep, breed or raise any animal for commercial purposes. Lot owners shall be allowed three (3) total either dogs, cats, or other household pet. No lot owner shall be allowed to keep, breed or raise livestock, hogs, or poultry. All animals shall be restricted to owner's property unless the animal is on a leash accompanied by an adult. Any technical violation or exception to this restriction shall be subject to the approval of the Architectural Control Committee.

8. Pools. No above ground type pool will be permitted.

9. Signs. No signs of any kind 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 the marketing or promotional signs of the developer while lots are being sold.

10. Construction. After construction, all lots shall be graded and landscaped. The grading shall be so as to provide

16. Construction Requirements

- a. Overhang (eaves) shall be a minimum of 12 inches beyond any exterior wall face.
- b. If the roof is a hip type then a minimum of 12 inches shall be used. If the roof is to be a gable roof a minimum of 8/12 pitch shall be used.
- c. Exterior of all dwellings shall be of hard or brick, stone, stucco or 100% solid wood. All construction will be allowed.
- d. An address stone is to be placed on the exterior of all homes.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2020. At which time said covenants and restrictions shall be automatically extended or renewed for periods of ten (10) years unless changed by vote of a majority of the then owners of the building sites governed by these covenants and restriction in whole or in part. Invalidation of any such order shall in no way affect any of the other covenants and restrictions, which shall remain in full force and effect.

The right to enforce these provisions by the developer together with the right to cause the 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 the subdivision shown to their heirs and assigns.

Witness our hands and seals this 19th day of August, 1995

Signed _____
Frank McClure

Signed _____
Gary Melody

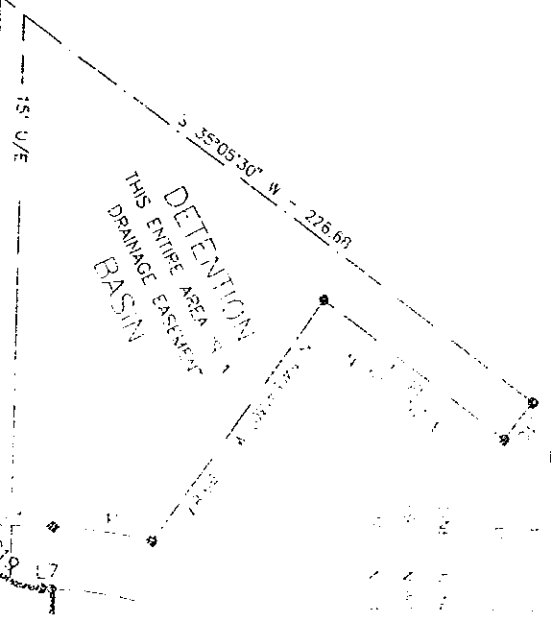
State of Indiana)
County of Morgan)

Before me, the undersigned, a Notary Public, personally appeared and acknowledged the execution of this instrument to me as a voluntary act and deed.

Witness my Hand and Seal this 19th day of August, 1995.

Notary Public

Resident of _____ County
My Commission Expires: _____



FIRST AMENDMENT TO RESTRICTIVE COVENANTS AND CONDITIONS OF KIVETT PARKSIDE, SECTIONS I & II

Whereas certain covenants and restrictions were recorded on the plat of Kivett Parkside, Section I in Deed Record 379, page 335 and on the plat of Kivett Parkside, Section II, in Deed Record 380, page 275, all in the Office of the Recorder of Morgan County, Indiana, Gary Mellady and Frank McClure, owners of the above mentioned real estate who have laid off, platted and subdivided the area known as Kivett Parkside, Section I and Kivett Parkside, Section II hereby amend the recorded restrictions of Kivett Parkside, Section I and Kivett Parkside, Section II as follows:

Restrictive covenant numbered 15 regarding Dwelling Size and restrictive covenant numbered 16 regarding Construction Requirements are deleted as they presently read and are replaced with restrictive covenant #15 which reads as follows:

- 15. Eighty percent (80%) of the homes shall have a minimum of forty percent (40%) brick, exclusive of doors and windows, on the first story front elevation of the structure with the exception of homes with full front porches. The minimum livable space of each single family home exclusive of garages and open porches shall have at a minimum 1200 square foot homes for all one-story homes, and at a minimum 1500 square foot homes for all two-story homes.

All other items to remain the same.

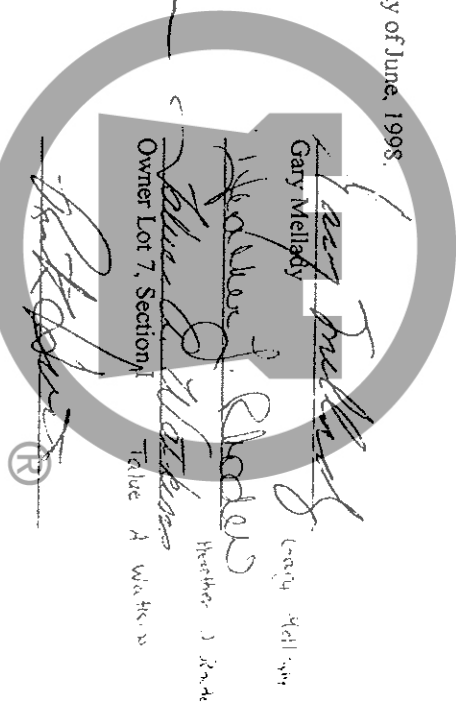
Witness our hands and seals this 25 day of June, 1998.

Frank McClure
Frank McClure

Ervin Lee
Ervin Lee

Thomas Ventas
Thomas Ventas

Owner Lot 18, Section II
Reiss Graham Jr.



Gary Mellady
Gary Mellady

Owner Lot 15, Section

CHICAGO TITLE

157

STATE OF INDIANA
COUNTY OF MORGAN

Before me, the undersigned, a Notary Public, personally appeared and acknowledged the execution of this instrument to be their voluntary act and deed

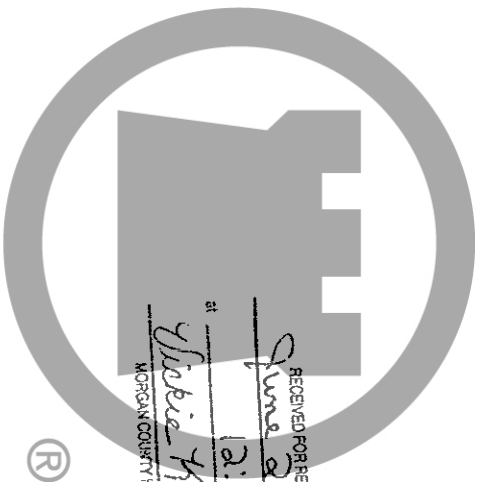
Witness my Hand and Seal this 25 day of June, 1998.

Cathleen A. Wilson

Cathleen A. Wilson
Exp. 11-30-98
Morgan County



RECEIVED FOR RECORD
June 25 19 98
at 2:30 P.m.
Shirley Kivett
MORGAN COUNTY RECORDER



This instrument prepared by Gary Melady.
CHICAGO TITLE

1 5 8

FIRST AMENDMENT TO RESTRICTIVE COVENANTS AND CONDITIONS OF KIVETT PARKSIDE, SECTIONS I & II & III

Whereas certain covenants and restrictions were recorded on the plat of Kivett Parkside, Section I in Deed Record 3379, page 335 and on the plat of Kivett Parkside, Section III, in Deed Record 3380, page 525 1/2 in the Office of the Recorder of Morgan County, Indiana, Gary Melady and Frank McClure, owners of the above mentioned real estate who have laid off, platted and subdivided the area known as Kivett Parkside, Section I and Kivett Parkside, Section III, hereby amend the recorded restrictions of Kivett Parkside, Section I and Kivett Parkside, Section III as follows:

Restrictive covenant numbered 15 regarding Dwelling Size and restrictive covenant numbered 16 regarding Construction Requirements are deleted as they presently read and are replaced with restrictive covenant #15 which reads as follows:

- 15. Eighty percent (80%) of the homes shall have a minimum of forty percent (40%) brick, exclusive of doors and windows, on the first story front elevation of the structure with the exception of homes with full front porches. The minimum livable space of each single family home exclusive of garages and open porches shall have at a minimum 1200 square foot homes for all one-story homes, and at a minimum 1500 square foot homes for all two-story homes.

All other items to remain the same

Witness our hands and seals this 25 day of June, 1998.

Frank McClure Frank McClure

Gary Melady

Ervin Lee Ervin Lee

Owner Lot 7, Section I

Owner Lot 8, Section I

Owner Lot 15, Section I

Owner Lot 18, Section II
Ross Graham

CHICAGO TITLE

*This instrument is being recorded to change Section II to read Section III each place it appears. Line 3 of paragraph one should read "Section III, in Deed Record 3380 p. 519..."

5147

Book 411 Page 117

Book 411 Page 152

Book 412 Page 348

STATE OF INDIANA
COUNTY OF MORGAN

Before me, the undersigned, a Notary Public, personally appeared and acknowledged the execution of this instrument to be their voluntary act and deed:

Witness my Hand and Seal, this 25 day of June, 1998

Cathleen A. Wilson



Cathleen A. Wilson
Exp. 11-30-98
Morgan County



RECEIVED FOR RECORD
Jelly 31st 98
3:20 P.M.

Yisbie Hivette
MORGAN COUNTY RECORDER

RECEIVED FOR RECORD
June 25 11 58
12:30 P.M.

Yisbie Hivette
MORGAN COUNTY RECORDER

CHICAGO TITLE

This instrument prepared by Gary Melady.

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HOLLOWAY AND ASSOCIATES,
LAND SURVEYING AND ENGINEERING

Book 14 page 117

ROSS HOLLOWAY, P.L.L.C.

AFFIDAVIT FOR CORRECTION OF SURVEY ERROR

I, Ross O. Holloway, Indiana Registered Land Surveyor Number 80530, hereby state and affirm the following:

1. That, the survey and plat for **Kivett Parkside, Section III**, was prepared under my direct supervision and that I personally certified the plat as recorded in Deed Record 385, Page 579, in the Office of the Morgan County Recorder.
2. That said recorded plat does not show **front yard building set back lines**.
3. That the front yard building set-back line is twenty-five (25) feet for each lot. On corner lots the building set back lines will be 25 feet on each street side.

Ross O. Holloway

State of Indiana)
County of Morgan)

Before me, the undersigned, a Notary Public, personally appeared Ross O. Holloway, and acknowledged the above statements to be correct facts of survey and that this instrument is his voluntary act and deed.

Witness my Hand and Seal this 14th day of July, 1997.



Ross O. Holloway
Notary Public

CHICAGO TITLE

Printed or Typed

Resident of Morgan County

My Commission Expires: 3/28/2000

This Instrument Prepared by: Holloway Associates, P.C.

RECORDS ENTERED FOR TOWN OF
Morgan DATE 7-14-97
MORGAN COUNTY AUDITOR

RECORDED FOR RECORD
DATE 8-33-97
at Shelby
Thelma Kivett
MORGAN COUNTY RECORDER

✓
9909169

Book 158 Page 613

CONSENT TO VARIANCE
AND
BUILDING LINE ENCROACHMENT

Tedroco, Inc., as owner of record of Lot 21 and 22 in KIVETT PARKSIDE, SECTION 3, as per plat thereof recorded in Deed Record 385, page 579 does hereby waive any objection to the dwelling and structure currently situated upon Lot 18 in said subdivision, owned by Personal Finance Company as concerns the 25 foot building line or 20 foot utility and drainage easement as shown on the plat of said subdivision. The restrictive covenants requiring said lines are hereby waived as to said building as said covenants are found at first amendment to restrictive covenants and conditions at Deed Record 411, page 157.

Undersigned also hereby consents to granting of the variance to Lot 18 for the purpose of waiver of the Martinsville Municipal Code Provisions relative to set back lines applicable to said lot.


TEDROCO, INC. ®

Personal Finance
by: RONALD TEDROW, President
CHICAGO TITLE

6113

Book 158 Page 1 - 5A3

STATE OF INDIANA

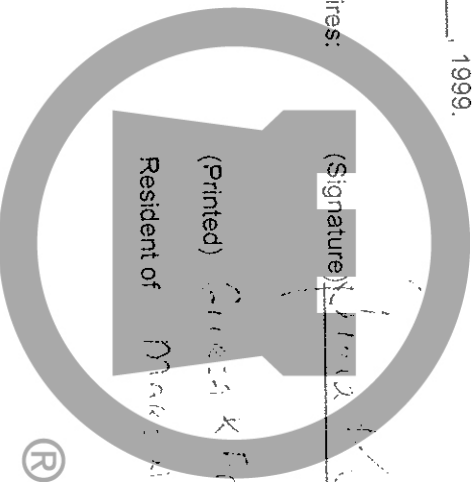
) SS:

COUNTY OF MORGAN

Before me, a Notary Public in and for said County and State, personally appeared Ronald Tedrow, President of Tedroco, Inc., who acknowledged execution of the foregoing and who, having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this 21st day of MAY, 1999.

My Commission Expires: 5-25-99



CHICAGO TITLE

This Instrument Prepared by: Mark Peden, FOLEY, FOLEY & PEDEN, P. O. Box 1435, Martinsville, IN 46151

RECEIVED FOR RECORD

at June 3 1999
1:36 P.M.

Robert Burnette
MORGAN COUNTY RECORDER

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9309170

Book 158 Page 615

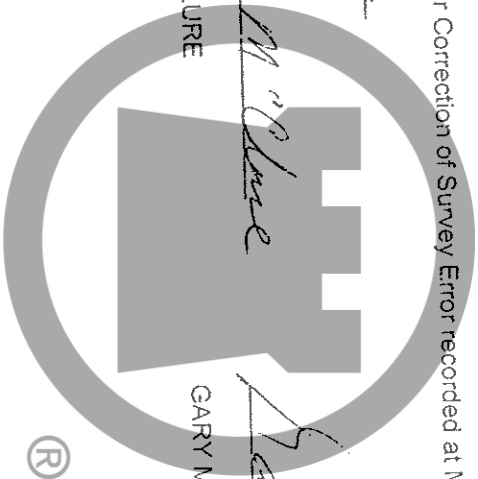
WAIVER OF RESTRICTIVE COVENANTS

Come now Frank McClure and Gary Mellady, as partners, in ownership of Lots 17, 19, 20, 21, 29, 30 and 31 in Kivett Parkside, Section 111, as per plat thereof recorded in Deed Record 386, page 579 and do hereby waive any objection to the dwelling and structure currently situated upon Lot 18 in said subdivision, owned by Personal Finance Company, as to the 25 foot building line or 20 foot utility and drainage easement as platted on the plat of said subdivision.

The Restrictive Covenants being waived herein are those aforementioned and found also at First Amendment to Restrictive Covenants and Conditions at Deed Record 411, page 157 and re-recorded at Deed Record 412, page 547 and Affidavit for Correction of Survey Error recorded at Miscellaneous Record 147, page 420.

Frank M. McClure
FRANK MCCLURE

Gary Mellady
GARY MELLADY



CHICAGO TITLE

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STATE OF INDIANA)
COUNTY OF MORGAN) SS:

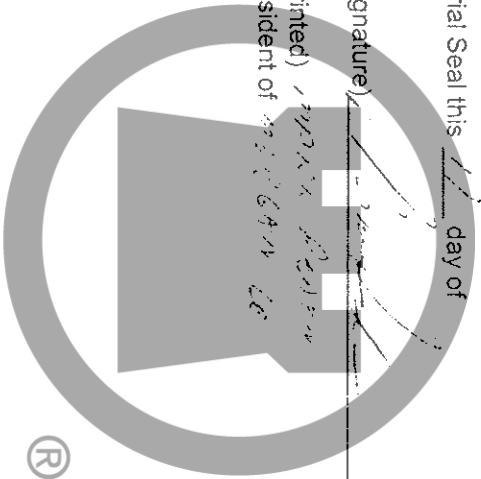
Before me, a Notary Public in and for said County and State, personally appeared Frank McClure, who acknowledged execution of the foregoing and who, having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this 11 day of July, 1999.

My Commission Expires:

(Signature)

(Printed) FRANK R. McCLEURE
Resident of MORGAN CO



CHICAGO TITLE

6116

STATE OF INDIANA
COUNTY OF MORGAN

) SS:

Before me, a Notary Public in and for said County and State, personally appeared Gary Melady, who acknowledged execution of the foregoing and who, having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this 11 day of May, 1999.

My Commission Expires:

November 11, 1999

(Signature) Gary Melady
(Printed) Gary Melady
Resident of Indiana



This Instrument Prepared by:

Mark Peden, #5668-55
FOLEY, FOLEY & PEDEN
60 E. Morgan St.
P.O. Box 1435
Martinsville, IN 46151
(765) 342-8474

CHICAGO TITLE

RECEIVED FOR RECORD
11 1999
at 11:38 a.m.
Karen Sumner
MORGAN COUNTY RECORDER

6117