

DEDICATION OF SAVANNA ACRES

- The undersigned, Maurice E. Wells and Sandra J. Wells, owners of the real estate shown and described hereon, does hereby certify that platted and subdivided the same into lots, to be known as SAVANNA ACRES, and does now establish 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. 13.
1. FULLY PROTECTIVE RESIDENTIAL AREA: The following covenants shall apply to all areas on Savanna Acres, located in Morgan County, Indiana. 15.
 2. HOMESITE USE: No portion of Savanna Acres shall be used for anything other than family residential dwellings.
 3. STREET DEDICATION: All areas shown and designated as streets, if not heretofore dedicated, are hereby dedicated to the public.
 4. DWELLING: All structures shall meet the Town of Mooresville Building and Zoning requirements. The minimum living area for a structure is 1600 square feet. Two story structures must contain a minimum of 1000 square feet of living area on the ground floor. Each structure shall have an attached garage for a minimum of two cars. The garage finish material and design shall conform to the finish material and design of the main structure, and shall contain a minimum of 400 square feet of floor area. 16.
 5. ARCHITECTURAL DESIGN: No building shall be erected, place or altered on any lot in this subdivision until the plans, specifications and plot plan showing the location of such building has been approved by an architectural control committee comprised of the undersigned owners of the therein described real estate, or by their duly authorized representatives. The committee's approval or disapproval, as required in these covenants shall be in writing. In the event that said written approval is not received from the committee within twenty days from the date of submission it shall be deemed that the committee has disapproved the presented plan. 17.
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 6. BUILDING LOCATION: No building shall be located any nearer to the front property line than the minimum setback line, as shown on the record plat. Such location must, in any event, conform to the restrictions of zoning of Town of Mooresville.
 7. DRAINAGE AND UTILITY EASEMENTS: The strips of ground marked drainage and utility easements are hereby reserved for the use of public utilities subject at all times to the proper authorities and to the easements herein granted and reserved. The drainage easements may be used by the proper authorities including the Town of Mooresville, Morgan County Ditch Board or by any of the several owners of this subdivision for the maintenance of surface drainage. In no situation shall any owner block the drainage along said drainage swales. 21.
22.
 8. UTILITY BUILDING: Buildings can be only one story, and shall be constructed with finish materials which conform in material type and color to the finish materials of the main dwelling on the lot. All utility building plans must meet with the approval of the developer of the subdivision. Only one such building is permitted on each lot in Savanna Acres. The maximum size of any utility building on any lot is twelve (12) feet by twenty (20) feet in size. 23.
 9. BUSINESSES: No merchandising building shall be erected, built or placed on any portion of the subdivision, not any dwelling be used for any business of any nature.
 10. NUISANCES: No noxious or offensive activity shall be carried out on any homesite, not anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This includes, but is not limited to the operation of any motorized vehicle, moped or similar vehicle on any lot or street within the boundaries of Savanna Acres except while traveling to or from the owners residence. No radio or television antenna that extends more than 5 feet above the uppermost height of the roof shall be placed on any lot. 24.
 11. TEMPORARY STRUCTURES: No structure of a temporary character, mobile home, basement, tent, shed, garage, barn or other out buildings shall be used upon any homesite at any time as a residence, either temporary or permanently.
 12. GARBAGE AND REFUSE DISPOSAL: No homesite shall be used or maintained as a dumping ground for rubbish. Trash or other wastes shall not be kept except in sanitary containers. all equipment for disposal or storage of such materials shall be kept in a clean and sanitary condition and shall not be used to create an offensive sight or odor.

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13. LANDSCAPING: All buildings shall be landscaped with a minimum of two deciduous type shade trees within one year of purchasing the lot. Any additional landscaping to be done by the owner must meet the architectural design of the subdivision.
14. RESIDENCE EXTERIOR: All dwellings' exterior finish material must be approved by the developer. Vinyl siding will not be approved when used as the primary finish material.
15. VEHICLE REGULATIONS: No vehicle of more than one ton hauling capacity and/or vehicle that can not fit into the garage shall be parked on any homesite except while making a delivery of pickup. No car, truck, or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any homesite unless kept within a building. Also, no commercial, public vehicle, recreational vehicle, boat, house trailer, camping trailer and truck-mounted camper can be kept on any lot in Savanna Acres. No parking is permitted on any street within Savanna Acres, except by guests during special activities, if such parking is not inconveniencing other residents.
16. ANIMALS: No animals, livestock, or poultry shall be raised, bred, or kept on any homesite, except that household pets may be kept provided that they are suitably kept on a leash and are not kept, bred, or maintained for any commercial purposes and do not create a nuisance.
17. SWIMMING POOLS: No above ground swimming pools of any kind are permitted.
18. FENCES: Only fences no higher than 48" are permitted and located only in the area behind the front set back building line.
19. STORAGE TANKS: Oil or gas storage tanks shall be either buried or located in a residence or garage area so that they are completely concealed from outside view.
20. DRIVEWAYS & SIDEWALKS: All driveways and sidewalks shall be constructed of cement concrete at the time of building of the home. The lot owner is responsible for construction of a four (4) foot wide concrete sidewalk across the entire front of each lot. The street side edge of the sidewalk shall be placed five (5) feet back of the back edge of the curb and three (3) inches above the top of curb. The sidewalk shall have a slope of one quarter (1/4) inch per foot toward the street. Alternate alignment and grade for sidewalks must be approved by the developer.
21. SIGNS: No sign of any kind shall be displayed to the public view upon any homesite, except one sign of not more than six square feet, advertising the property for sale, or rent or signs used by a builder to advertise the property during the construction and sales period.
22. ENFORCEMENT: If the owner of any home in Savanna Acres shall attempt to violate any of the covenants herein, it shall be lawful for any other owners to prosecute at any proceeding at law or prevent him from doing so or to recover any damages or other dues for such violation.
23. TERM: These covenants are to run with the land and shall be binding on all parties claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of 10 years, 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. However, at any time, an instrument signed by all owners may change any covenant.
24. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the provisions otherwise contained in this document and they shall remain in full force and effect.