

DELBERT A. HOBSON
 PROFESSIONAL ENGINEER
 REGISTRATION NO 2702
 MOORESVILLE, IND.

I, Delbert A. Hobson, being duly authorized and licensed as a Registered Professional Engineer within the State of Indiana, do hereby certify that the foregoing plat of survey of "Dundown Manor" is true and correct and represents a subdivision of a part of the West Half of the Northwest Quarter of Section twelve (12), Township thirteen (13) North, Range one (1) East of the Second Principal Meridian, Morgan County, Indiana, bounded and described as follows, to-wit:-

Beginning at a point eight hundred sixty one and seventy-six (861.76) feet (13.057 chains) south and twenty five hundred and two and seventy-two hundredths (2502.72) feet (37.92 chains) west of the north half mile corner of section twelve (12), township and range aforesaid, and running thence south a distance of eight hundred thirty seven and fifty-four (837.54) feet (12.69 chains), to the southwest corner of this described tract;

deflect 90 degrees and 23 minutes left and run easterly a distance of five hundred fifty four and seven-hundredths (554.07) feet (8.395 chains) to the center of the present concrete pavement of State Road # 67;

deflect 91 degrees and 50 minutes left and run North 2 degrees and 20 minutes West in the center of said road (given in deed as North 3 degrees West) a distance of eight hundred sixty two and sixty-two (862.62) feet (13.07 chains) to the northeast corner of this described tract;

deflect 90 degrees and 54 minutes left and run southwesterly a distance of five hundred twenty two and six-hundredths (522.06) feet (7.91) chains to the place of beginning, containing (10.17) acres, more or less, and subject to one hundred and twenty-five (125) feet of even width off of the entire east side thereof to be used for a roadway.

Said subdivision consists of (21) lots numbered consecutively from (1) to (21) inclusive. The location and dimensions of the lots and the location and width of the streets are indicated on the foregoing plat denoting feet and decimal fractions thereof.

WITNESS my hand and seal at Mooresville, Indiana, this 7th day of November, 1958, A. D.

Delbert A. Hobson

Delbert A. Hobson
 Registered Professional Engineer # 2702
 State of Indiana

SEE BIG PLAT BOOK PAGE FOR PLAT

CERTIFICATE OF DEDICATION AND RESTRICTIONS

The undersigned, Ancoy Associates, Inc., as owner of the within described real estate, does hereby certify that it has laid out, platted and subdivided and does hereby lay out, plat and subdivide the said land into lots in accordance with the annexed plat.

It certifies that all streets depicted on said plat, exclusive of those already dedicated to the public for its use as such.

Owners of the within described lots shall take their title subject to the rights of the owners of the other lots in this addition.

Said Addition shall be hereinafter known as SUNDOWN MANOR SUBDIVISION, and consists of twenty-one (21) lots numbered from One (1) to Twenty-one (21) inclusive.

Ancoy Associates, Inc. as sole owner and proprietor of the within described lots in said addition hereby and by this indenture restrict said lots in said addition to any of its grantees, assigns, successors, heirs or legal representatives and to any person, persons, corporations, banks, associations and/or anyone who may obtain title to said lots, as to the following terms, stipulations, conditions, restrictions and covenants, to-wit:

- (1) There are strips of ground as shown on the plat which are reserved for Public Utility Companies, not including transportation companies, for installation of poles, lines, ducts, gas or water mains or laterals and sewers, 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, but owners shall take their titles subject to the rights of the public utilities and subject to the rights of the owners of the other lots in this subdivision.

(2) Building Location:- No building shall be located on any lot nearer to the front property line than the minimum set back line shown on the plat of said addition.

(3) No single family residential dwelling or private dwelling shall be built, erected or placed on said lots, except those having at least 816 square feet of first floor level, excluding garages, and porches.

(4) No unusual types of materials may be used for building purposes without the permission of all the other owners of said addition. Material for construction such as cinder blocks, cement concrete blocks, volcanic ash blocks, slag blocks and tile must be covered with brick or stone veneer above ground, except those for foundation.

(5) No trailer, basement, tent, shack or barn may be erected at any time on any lot.

(6) All wiring, plumbing and heating must be installed in accordance with all local and state codes and insurance requirements.

(7) No livestock of any kind, except household pets, shall be kept on any portion of the above described real estate. All household pets must be confined to fenced yards by their owners, all fencing must be approved by Amcoy Associates, Inc.

(8) No lot shall be used or maintained as a dumping ground for rubbish or trash; no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

(9) All lots shall be equipped with septic tanks, dry wells and/or grease traps with finger system for septic tanks attached to kitchen and bathrooms, in accordance with the requirements of the Indiana State Board of Health, at the time of installation. No outside toilet shall be placed upon any portion of the above described real estate.

(10) This addition is hereby restricted to residential purposes only.

(11) Storage tanks for petroleum products must be buried.

(12) If the parties hereto, or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any lot or lots in said addition to prosecute and proceedings at law or equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. A violation of any restriction herein will not result in reversion or forfeiture of title.

(13) These covenants are binding with this land and shall be binding on all parties to conveyances of said lot or lots and all

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

IN WITNESS WHEREOF, Ancoy Associates, Inc., owner and proprietor, has caused this instrument to be executed by its duly authorized officers and its corporate seal hereunto affixed by authority of its Board of Directors, this 11th day of November, 1958.

ANCOY ASSOCIATES, INC.

(CORPORATE SEAL)

By A. T. Coyle
A. T. Coyle, President

Attest:

Richard V. Newcomer
Richard V. Newcomer,
Assistant Secretary-Treasurer.

STATE OF INDIANA, MORGAN COUNTY, SS:

Before me, the undersigned, a notary public in and for said County and State, this 11th day of November, 1958, personally appeared the within named A. T. Coyle and Richard V. Newcomer, known to me to be the president and assistant secretary-treasurer of Ancoy Associates, Inc., an Indiana corporation, who acknowledged the execution of the above and foregoing instrument.