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PLAT OF  
EDGEWOOD FIRST SUB-DIVISION

DEDICATION CERTIFICATE

The undersigned, Marvin L. Manley, unmarried, Hugh C. Kivett and Martha G. Kivett, his wife, and Mae Cano and Walter A. Cano, her husband, the owners of the above described real estate, do hereby certify that we do hereby lay off, plat, and subdivide the same into lots in accordance with the above plat, the real estate described in the above and foregoing certificate, the same to be known as Lake Edgewood First subdivision, located in a part of the Northwest quarter of Section 29, Township 12 North, Range 1 East.

The undersigned 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 streets, roadways, and drives, as shown on said plat, are hereby dedicated to the public, and are for the use of the owners of the lands in said subdivision.
2. No lot shall be used except for residential purposes except Lots Numbered 1, 2, 3, ~~4~~, and 35, which may be used for general business. No more than one dwelling, cabin, or other building will be permitted on each lot, and each dwelling, cabin, or building must contain at least 600 square feet of floor space.
3. All dwellings, cabins or buildings must be constructed of new material, in a workmanlike manner, and must be of a fair market value of \$3500.00 when completed. Prior to commencement of construction of any dwelling, cabin, or building, the lot owner or contractor must first submit plans for said structure to the Lake Edgewood Board for their approval.

4. All waste from bathrooms, sinks, and laundry tubs shall be treated through a septic tank with a closed drywell or satisfactory finger system, and shall comply with all restrictions and regulations of the State Board of Health. There shall be no outside toilets.

5. There shall be no dumping of refuse, garbage, or tin cans on the premises of any of the lots, and said lots shall be kept mowed, neat, and clean at all times.

6. There shall be no trailers or other portable devices placed, erected, altered, or permitted to stand or remain on any of said lots except with the permission of the undersigned landowners.

7. The undersigned landowners shall have the right to police the land at all times and to exact such conditions from all owners of lands and users of the lake as they may deem necessary and proper for the safe conduct of users of the lake and the proper enjoyment thereof.

8. No building shall be built closer than ten feet from the lot boundary line except by special permission of the Lake Edgewood Board after clearance from the Morgan County zoning Board. All dwellings shall have a conventional concrete or concrete block foundation and there shall be no paper, tar paper, or asbestos covering on the outside of any dwelling. All dwellings must be painted or varnished on the outside except brick or stone veneer.

9. All lot owners may be assessed an annual boat license fee for the purpose of obtaining revenue to stock and maintain Lake Edgewood, and said boat rental fee shall not exceed the sum of \$15.00, the amount to be determined by the Lake Edgewood Board.

10. There shall be no fowl or livestock kept or maintained by any lot owner in said subdivision. All dogs must be penned or kept on leash at all times.

11. The use of firearms in said subdivision shall be strictly prohibited.

12. All public utilities, including REVC, telephone and gas, shall have a permanent and perpetual easement over all lots of this subdivision, and all utility strips as shown on the plat above shall be kept free and clear of all buildings or obstructions, of any kind.

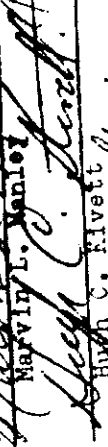
13. All lot owners shall provide parking places for themselves and their guests off of the dedicated roadways, and shall at no time suffer or permit any automobiles or other vehicle at any time to stand on any part of the travelled portion of said dedicated roadway.

14. The right to enforce these provisions and conditions by injunction, together with the right to cause the removal by due process of law of any structure erected or maintained in violation of any of the above conditions and provisions, is hereby reserved to the owners and is dedicated to the several owners of the lots in said subdivision.


IN WITNESS WHEREOF, we have hereunto set our hands and

seals this 20 day of July, 1957.

  
Marvin L. Kivett

  
Hugh C. Kivett

  
Martha G. Kivett

  
Mrs. Gano

  
Walter Gano

STATE OF INDIANA,  
COUNTY OF MORGAN, SS:

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Marvin L. Manley, Hugh C. Kivett, Martha G. Kivett, ~~Max~~ Gano and Walter Gano, and acknowledge the execution of the above and foregoing certificate to be their voluntary act and deed for the uses and purposes therein mentioned and described.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30 day of July, 1957.

My commission expires:  
Dec. 9 1960

*Stephen J. Kivett*  
Notary Public  
Stephen J. Kivett

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

Dated this 30 day of July, 1957.



MORGAN COUNTY PLAT COMMISSION  
By *Walter K. Smith*  
Walter K. Smith  
Chairman

Attorney  
*R. S. Maureen*  
R. S. Maureen, Secretary

Recorder's Note:- The complete Description of the Real Estate covered by this Sub-Division, as furnished by the Civil Engineer herein, is included in the Plat of the Sub-Division, which is entered in the regular PLAT BOOK at page 121 thereof.  
Recorded this 10th day of October A. D., 1957, at 9:10 o'clock A. M.  
*Gladys L. Manley*  
Recorder of Morgan County