

MORTON ACRES' COVENANTS AND RESTRICTIONS

The undersigned, being the developer of Morton Acres Subdivision, a subdivision in Morgan County, Indiana, consisting of lots one through thirty/seven, inclusive, and a commercial tract thereon, shall be subject to the following covenants and restrictions, which shall run with the land, except that they shall not apply to the 1.74 acre commercial tract:

1. All lot owners must have adequate parking upon their respective lots, for themselves and guests, without parking upon the streets and roadways within the subdivision. Driveways must be a minimum of sixteen (16) feet wide and extend from the edge of the street to the garage doors and must be constructed of thirty/five hundred pound test concrete, six inches thick, with one/half inch rebar, five foot squares each way or eight inches of stone and three inches of blacktop.
2. That no buildings shall be placed over the utility easements or lines.
3. That building set back shall be thirty (30) feet on the front, ten (10) feet on each side, and twenty/five (25) feet on the rear.
4. That all buildings shall be a minimum of twelve hundred square feet.
5. All buildings must have a minimum of a five/twelve roof pitch.
6. All structures must be built with two car garages.
7. That there shall be no wood burning heating systems.
8. That no unlicensed or broken down vehicles shall be maintained upon any numbered lot.
9. No out buildings, temporary or otherwise, shall be allowed upon any numbered lot.
10. No outside storage of any kind shall be maintained upon any numbered lot, the same being kept inside of the structures.
11. That no fences of any kind shall be erected upon any numbered lot except around swimming pools and at the rear of said lot.

12. That all trees, bushes, and/or shrubs, must be a minimum of fifteen (15) feet from any property line; no trees shall overhang any property line and all shrubs and bushes shall not be more than thirty/six (36) inches in height and thirty/six (36) in width.
13. That no outside animals, reptiles or fowl shall be permitted in the subdivision. Inside pets must be upon a leash when outside and with owner. No pets shall be left chained or staked unattended.
14. Any two family dwellings shall be designed similar to those located at 250 Crestwood Drive, Southern Acres, one facing one direction and the other facing in the opposite direction, with garages built in and must have windows on all four sides.
15. All unimproved numbered lots must be kept clean and mowed at all times.
16. That no pre-cut or factory built homes shall be permitted upon any numbered lot without city approval.
17. That all structures shall be stone or veneer, at least half way up on all four sides.
18. Houses on lots numbered one through twenty/five, inclusive, shall meet Public Service of Indiana, Smart Saver Qualifications.
19. All curbs and sidewalks shall be installed by the owner of each numbered lot with concrete at least thirty/five hundred pound test and six inches thick, with two, one/half inch rebar, two feet apart, to be installed by the first owner of the lot after the developer herein and shall match other existing curbs and sidewalks.
20. Floor level of all dwellings must be above the flood plain elevation. All buildings above the flood plain elevation must be eight (8) inches above the city sidewalks.
21. All swimming pools shall have a six foot high chain link fence with a top and middle rail between each post completely

around said pool with locking gates.

22. Parking for RVs and boats shall be permitted, however, boats shall have form fitting covers and not more than one on each numbered lot.

23. All mail boxes must be mounted in a permanent location on the West side of RJ Boulevard at the entrance of the subdivision.

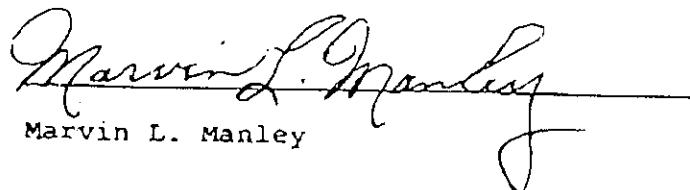
24. That upon making improvements on all numbered lots, upon the installation of the sewer line, a "Y" connection shall be provided outside of the improvement or structure to provide for cleanout.

25. That these covenants shall run with the land and shall be binding upon all parties and all persons claiming under them.

26. That these covenants and restrictions shall be enforceable by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or recover damages. These restrictions shall inure to and be enforceable on any numbered lot or any part of any numbered lot in this subdivision.

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

WITNESS my hand and seal this 9th day of August, 1990.

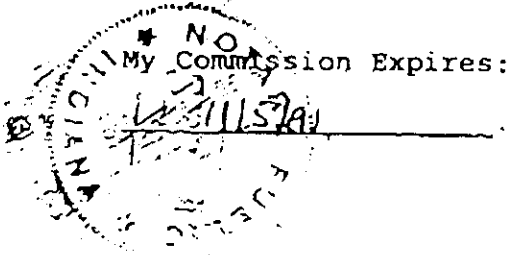

Marvin L. Manley

STATE OF INDIANA,
SS:
COUNTY OF MORGAN,

Before me, the undersigned, a Notary Public, in and for said County and State, this 9th day of August, 1990, personally appeared Marvin L. Manley, and acknowledged the execution of the foregoing Covenants and Restrictions.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Phillip R. Smith
Phillip R. Smith
Notary Public of Morgan County



This instrument prepared by Phillip R. Smith, Attorney
359 East Morgan, Martinsville, In 46151

RECEIVED
FOR RECORD
'90 AUG 9 PM 4 02
Caroline Jackson
MORGAN COUNTY RECORDER

RECEIVED
FOR RECORD
9 PM 4 02
Caroline Jackson
MORGAN COUNTY RECORDER

AMENDMENT TO COVENANTS AND RESTRICTIONS OF MORTON ACRES

The undersigned, being the developer of Morton Acres Subdivision, a subdivision in Morgan County, Indiana, consisting of lots one through thirty/seven, inclusive, and a commercial tract thereon, does hereby amend and modify the covenants and restrictions for said subdivision; and

The undersigned being the owner of all of the lots thereon, having heretofore recorded "Morton Acres' Covenants and Restrictions", the same being recorded in the Office of the Recorder of Morgan County, Indiana, at Deed Record 333 page 225;

That said covenants and restrictions are hereby amended and modified to delete, eliminate and strike rhetorical paragraph 23 from the covenants and restrictions, such that said covenants and restrictions make no provision for location or placement of mail boxes.

That all other covenants and restrictions as previously drawn and recorded shall remain in full force and effect.

WITNESS my hand and seal this 6th day of September, 1990.

RECEIVED FOR RECORD
Sept. 6 1990
10:25 A.M.
Carmelle Hacker
MORGAN COUNTY RECORDER

Marvin L. Manley
Marvin L. Manley

STATE OF INDIANA,
SS:
COUNTY OF MORGAN,

Before me, the undersigned, a Notary Public, in and for said County and State, this 6th day of September, 1990, personally appeared Marvin L. Manley and acknowledged the execution of the foregoing Amendment to Covenants and Restrictions of Morton Acres.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:
Nov. 5, 1991

Betty L. Griffin
Betty L. Griffin
Notary Public of Morgan County

This instrument prepared by Phillip R. Smith, Attorney
359 East Morgan, Martinsville, In 46151