

Dated: June 16, 1976

Harold E. Smith
Registered Land Surveyor No. 10311



PROTECTIVE COVENANTS

1. **LAND USE AND BUILDING TYPE:** No lot or portion of lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached, single family dwelling not to exceed two and one-half (2½) stories in height and a private attached garage for not more than three (3) cars for the accommodation of vehicles for family use. No building permanent or temporary unattached to the dwelling shall be permitted. No campers, boats, mobile homes, trucks or trailers shall be permitted to be parked or stored on any lot unless they are parked or stored in an enclosed area attached to the main dwelling.
2. **BUILDING LOCATION:** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than five (5) feet to any interior lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
3. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. The grantee expressly agrees as part consideration for any of the lots in this subdivision that the business of selling intoxicating liquor shall never be conducted thereon.
4. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
5. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that one dog, one cat or other household pet may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
6. **EASEMENTS:** An easement for the installation and maintenance of utility and drainage facilities are reserved on the rear seven and a half (7½) feet and the side five (5) feet of each lot unless shown on the plat to be greater. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or public utility company is responsible. For side yard easement purposes, a lot is defined as a parcel of land in single ownership to be used as a site for one principal building, said lot may consist of combinations of platted lots or parts thereof, subject to the easement requirements of utilities existing at the time of building construction.
7. **ARCHITECTURAL CONTROL:** All improvements constructed on each lot shall be of new materials only. All buildings constructed on said lots shall be completed and finished on the outside thereof as erected. No building used or occupied as a residence shall be constructed on said lots unless it shall contain at least four main rooms exclusive of baths, halls and porches, and must have a total ground floor area of not less than 980 square feet exclusive of porches and garages.
8. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.
9. **PRIVATE DRIVEWAYS:** All private driveways shall be of a hard surface only (concrete or asphalt) and shall be constructed at the time the dwelling is completed.
10. **SITE DISTANCE AT INTERSECTIONS:** No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two and six feet above the roadway shall be permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines extended. The same site line limitations shall apply on any lot within ten feet from the intersection of a street property line at the edge of a driveway. No tree shall be permitted to remain within such site distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines. No fence, other than decorative lawn fence shall be permitted on any lot and no fence shall be permitted between the front lot line of a lot and the building setback line.
11. **TERM-ENFORCEMENT-SEVERABILITY:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded. After which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions and shall remain in full force and effect.

The undersigned, John E. Mustin and Bernadine G. Mustin, husband and wife, owners of the real estate shown and described herein, hereby acknowledge the execution of the above Mustin's Scatterfield Village Subdivision, Section I and the Protective Covenants shown hereon. They further certify that they have lain off, platted and subdivided and that they do hereby lay off, plat and subdivide, said real estate in accordance with the within plat. All streets shown and not heretofore dedicated, are hereby dedicated to the public.

IN WITNESS WHEREOF we have hereunto set our hands this 16th day of June, 1976.

John E. Mustin
John E. Mustin

Bernadine G. Mustin
Bernadine G. Mustin

STATE OF INDIANA
COUNTY OF MADISON

Before me, the undersigned Notary Public in and for said County and State personally appeared John E. and Bernadine G. Mustin, husband and wife, and each separately and severally acknowledged the execution of the foregoing instrument as his or her voluntary act and deed for the purposes herein expressed.

WITNESS my hand and notarial seal this 16th day of June, 1976.
My commission expires: June 3, 1978

Philip H. Cook
Notary Public

Under authority provided by Chapter 174, Acts of 1947 enacted by the General Assembly of the State of Indiana and all acts amendatory thereto, and ordinance adopted by the Common Council of the City of Anderson, Indiana, this plat was given approval by the City of Anderson, Indiana as follows:

Approved by the City Plan Commission at a meeting held AUGUST 28 1975
Raymond W. Nuss President *Richard W. Nuss* Secretary

Approved by the Anderson Board of Public Works, Anderson, Indiana on the 9th day of September, 1975.
Charles Lawrence President *Raymond W. Nuss* Member *Paul B. McWhorter* Member

Recorded this 19 day of Oct. 1976 at 2:00. Plat Book L, Page 136. *Barton Jones*
Recorder of Madison County, Indiana

589°56'49" W

EASEMENT 174.58'

UTILITY 85'

DRAINAGE 80.13'

122.58'

50.00'

I, Harold E. Smith, hereby certify that I am a Registered Land Surveyor licensed in compliance with the laws of the State of Indiana; that the plat shown hereon represents a survey completed by me or under my direction on January 18, 1979 that the plat when hereon recorded is a subdivision into lots and streets of a part of the northeast quarter of Section 30, Township 19 North, Range 4 East in the City of Anderson, Anderson Township, Madison County, Indiana to be known as "MUSTIN'S SCATTERFIELD VILLAGE SUBDIVISION SECTION ONE, ALSO A REPLAT OF LOT NO. 1 IN MUSTIN'S SCATTERFIELD VILLAGE SUBDIVISION SECTION ONE" as follows:

Commencing at the northwest corner of Lot 125 in Scatterfield Village Third Continuation, a subdivision recorded in Plat Book 12, Page 28 in the Recorder's Office of Madison County, Indiana, said point also being the southwest corner of Lot 4 in Mustin's Scatterfield Village Subdivision Section One as recorded in Plat Book 13, Page 136 in the Recorder's Office of Madison County, Indiana and running thence north 00 degrees, 14 minutes, 38 seconds east (five bearing) 251.00 feet along the west line of said Mustin's Scatterfield Village Subdivision Section One to the southwest corner of Lot 1 thence and the point of beginning of this description; thence continuing north 00 degrees, 14 minutes, 38 seconds east 28.00 feet; thence south 88 degrees, 56 minutes, 40 seconds west 170.00 feet to the west line of the northeast quarter of said Section 30; thence north 00 degrees, 14 minutes, 38 seconds east 634.98 feet along the west line of the northeast quarter of said Section 30; thence north 89 degrees, 56 minutes, 40 seconds east 170.19 feet; thence north 00 degrees, 03 minutes, 12 seconds west 40.00 feet; thence north 89 degrees, 56 minutes, 40 seconds east 540.00 feet; thence south 00 degrees, 03 minutes, 11 seconds east 40.00 feet; thence north 89 degrees, 56 minutes, 40 seconds east 80.00 feet; thence north 00 degrees, 03 minutes, 11 seconds west 15.00 feet; thence north 89 degrees, 56 minutes, 40 seconds east 125.00 feet to the northwest corner of Lot 55 in Mustin's Scatterfield Village Subdivision Section Three as recorded in Plat Book 14, Page 41 in the Recorder's Office of Madison County, Indiana, thence following the westerly boundary of said Mustin's Scatterfield Village Section One on the following three courses: south 00 degrees, 03 minutes, 11 seconds east 240.00 feet; south 88 degrees, 56 minutes, 56 seconds east 327.84 feet; south 00 degrees, 03 minutes, 11 seconds west 20.00 feet to the southwest corner of Lot 45 therein, said point also being on the north line of Lot 30 in said Mustin's Scatterfield Village Section One; thence south 89 degrees, 56 minutes, 40 seconds west 788.33 feet to the northeast corner of Lot 38 in said Mustin's Scatterfield Village Subdivision Section One, said point being on the easterly right-of-way line of Forest Terrace and a non-tangent point on a curve concave to the southwest, said curve having a radius of 300.00 feet and a central angle of 10 degrees, 15 minutes, 31 seconds and a radial line bearing at this point of south 73 degrees, 53 minutes, 23 seconds west; thence northwesterly along said curve and easterly right-of-way line an arc distance of 55.71 feet; thence south 89 degrees, 56 minutes, 40 seconds west 57.22 feet to the northeast corner of Lot 1 in said Mustin's Scatterfield Village Section One, said point being on the westerly right-of-way line of Forest Terrace and a non-tangent point on a curve concave to the southwest, said curve having a radius of 750.00 feet, a central angle of 21 degrees, 32 minutes, 14 seconds and a radial line bearing at this point of south 87 degrees, 48 minutes, 27 seconds west; thence southeasterly along said curve and westerly right-of-way line an arc distance of 23.97 feet to the southeast corner of said Lot 1; thence south 89 degrees, 56 minutes, 40 seconds west 128.00 feet back to the point of beginning, containing 12,560 square more or less in the northeast quarter of Section 30, Township 19 North, Range 4 East and Lot 1 in Mustin's Scatterfield Village Subdivision Section One.

This subdivision consists of thirty-six (36) lots numbered seventy-five (75) through one hundred-nine (109) both inclusive and lot one (1) of Mustin's Scatterfield Village Subdivision Section One and the dimensions of lots and widths of streets are shown hereon.

Dated: February 21, 1979

Harold E. Smith
Registered Land Surveyor No. 10311

The undersigned, John E. Mustin and Bernadine G. Mustin, husband and wife, owners of the real estate herein as described herein, do hereby certify that we have laid off, platted and subdivided and do hereby lay off, plat and subdivide said real estate in accordance with the within plat. This subdivision shall be known and designated as "MUSTIN'S SCATTERFIELD VILLAGE SUBDIVISION SECTION ONE, ALSO A REPLAT OF LOT NO. 1 IN MUSTIN'S SCATTERFIELD VILLAGE SUBDIVISION SECTION ONE". All streets shown and not heretofore dedicated are hereby dedicated to public use. The owners further acknowledge the Dedications and Protective Covenants designated as "MUSTIN'S SCATTERFIELD VILLAGE SUBDIVISION SECTION ONE PROTECTIVE COVENANTS" as recorded in Plat Book 13, Page 136 in the Recorder's Office of Madison County, Indiana, which shall apply in full to the plat shown hereon.

John E. Mustin
John E. Mustin

Bernadine G. Mustin
Bernadine G. Mustin

STATE OF INDIANA
COUNTY OF MADISON

Before me, the undersigned Notary Public in and for said County and State personally appeared John E. Mustin and Bernadine G. Mustin, husband and wife, and each separately and severally acknowledged the execution of the foregoing instrument as his or her voluntary act and deed for the purposes herein expressed.

WITNESS my hand and Notarial Seal this 21st day of March, 19 79.

Samuel S. Hunsaker
Notary Public, County of Residence: Madison County

My Commission Expires March 22, 1983

Under authority provided by Chapter 174, Acts of 1947 enacted by the General Assembly of the State of Indiana and all subsequent amendments thereto, and ordinances adopted by the Common Council of the City of Anderson, Indiana, this plat was given approval by the City of Anderson, Indiana as follows:

Approved by the City Plan Commission at a meeting held this 26 day of April, 19 79.

Raymond H. Neve
President

Sherrill Stone
Secretary

Approved by the Anderson Board of Public Works, Anderson, Indiana the 30th day of July, 19 79.

Christy Lawrence
President

Raymond H. Neve
Member

Clayton M. Hamilton
Member

Recorded this 16th day of August, 19 79 at 2:10 o'clock P. M. in Plat Book 15, Page 44, No. 10311

Walter S. Lamberton
Recorder of Madison County, Indiana

IL 200 07 August 19 79

