

DEDICATION AND PLAT OF SANDALWOOD SOUTH

SECTION "B", LOTS" 41 - 239

The undersigned, Biggs Inc., owners in fee simple of the real estate known as Sandalwood South, Section "B", do now and hereby cause said real estate to be platted into lots, streets and easements in accordance with the plan and plat attached hereto, subject to the covenants, restrictions and limitations hereinafter set forth.

1. Plat. The lots in said Section "B" are designated by numbers on said Plat from forty-one (41) to two hundred thirty nine (239) consecutively and inclusively and dimensions in feet and decimal parts thereof are noted on the fact of the plat.

All streets in this Section "B" shall be constructed in conformity with all then existent standards and specifications therefor established by the Board of the Town of Ossian, Wells County, Indiana. The width of all streets in said Addition are as shown on the face of the plat and so much of said streets is hereby dedicated to the use and purpose of a public highway.

All lots in this Addition shall be subject to the provision of building set back lines, covenants, agreements, easements, restrictions, conditions and limitations as hereinafter set out which shall be binding upon the purchasers of any of said lots, their heirs, executors, administrators, grantees and assigns, and said covenants, agreements, easements, restrictions, conditions and limitations shall run with the land and shall be binding upon all owners of said lots, present and future, and upon any and all persons claiming under them until twenty years from recordation hereof, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

2. Use of the Land. All lots in Sandalwood South Section "B" Addition shall be used for residential purposes only and no noxious or offensive trade or commercial activity may be conducted on any of said lots, particularly home beauty shops and garage repair.

No goats, chickens, rabbits, cows or any obnoxious animals shall be kept on any of said lots, provided that, this shall not prohibit the keeping of dogs, cats, and birds as pets if the keeping of same is not commercial enterprise.

13919

Recorded this 22 day of

Jan 19 81 at 4:15 o'clock
P.M., Book 51 Page 213

Alvin Gordon
Recorder, Wells County

No building or structure other than residential structure shall be erected, altered, placed or permitted to remain on any of said lots, nor shall any part or portion thereof be used or occupied for any purpose except residential, provided, however, that this restriction shall not exclude the erection on said lots of a garage, attached or detached for not more than three (3) cars and in addition thereto one (1) proper outbuilding for use as a tool or garden house, covered summer-house, playhouse or barbecue or general utility building.

In no case shall any structure, yard fence, or private convenience placed upon any of said lots encroach upon easements indicated on the plat or herein set out, or obstruct the front view at the set back line. All final yard work and or grading shall conform to the necessary grades to enable storm water swales to function properly. Each Lot shall have a hard surface driveway a minimum of 10 feet in width.

3. Easements. Easements as shown on the plat are hereby expressly reserved and dedicated for the installation, erection, construction and maintenance of sewers, drains, pipe lines, conduit, poles, wires and the necessary and proper attachment in connection therewith and for any other public utility furnished beneath the surface of the ground. Any individual or corporation engaged in the installation or maintenance of any sewers, drains, pipe lines, conduit, poles, wires, etc., for furnishing any utilities will have the right to enter upon said easement for any purposes for which easements are reserved, using care however to restore the said premises as nearly as possible to the same condition which existed at the time of such entry.

4. Ground Floor Area. No dwelling shall be erected or permitted on lots 184 through 239 with less than one thousand four hundred (1,400) square feet of living space on the first floor of a one story structure and one thousand (1,000) square feet on the first floor of multiple floor dwellings.

No dwelling shall be erected or permitted on lots 41 through 51; lots 54 through 59; lots 130 through 132 and lots 105 and 106 with less than one thousand two hundred (1,200) square feet of living space on the first floor of a one story structure and eight hundred (800) square feet on the first floor of a multiple floor dwelling.

Blue

Green

1-22-87 Ralph wants these lots added to Green
restrictions
52 + 53
154 thru 160
180 thru 183
1200 sq. ft. - one story
800 sq. ft. - Floor of 2 story
E. Green

All of the rest of the lots not above specifically enumerated shall have no dwelling erected or permitted with less than nine hundred (900) square feet of living space on the first floor of a one story structure and six hundred (600) square feet on the first floor of multiple floor dwellings.

5. No Temporary Dwellings. No trailers, basement, tent, shack, garage, barn or other outbuildings on any lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Nor shall any buildings be moved onto any lots from any off-site Lot.

6. Signs and Billboards. No billboards or other advertising signs or devices shall be placed or maintained on any lot other than one (1) sign having not more than one (1) sign having not more than four (4) square feet of surface advertising the lot or dwelling house for sale or lease; provided, however, that such billboards or other advertising signs or devices may be erected and maintained as are deemed necessary for the original sale of said lots.

7. The owner, present and future may enforce all of the above covenants by injunction and on violation they shall have cause of action for damages against the person or persons violating or attempting to violate such covenants or to recover damages, or other dues for such right or cause of action to enforce any of the covenants herein at the time of such violation or attempt to violate such covenants shall in no event be deemed to be a waiver of the right to do so thereafter.

8. The public open space as designated on the plat plan shall be graded and leveled and is designated for recreation and community use.

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

IN WITNESS WHEREOF, the said Biggs Inc., has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed, by Ralph E. Biggs, its President and Lewis L. Smith, its Secretary, thereunto duly authorized by resolution of its Board of Directors this 8th day of January, 1981.

(Corporate Seal)

Biggs Inc.

Signed and Acknowledged in presence of

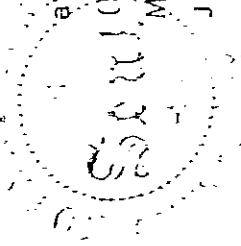
By: Ralph E. Biggs
Ralph E. Biggs, its President

By: Lewis L. Smith
Lewis L. Smith, its Secretary



STATE OF INDIANA)
) SS:
COUNTY OF ADAMS)

Be it remembered, that on this 8th day of January, 1981, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Ralph E. Biggs, President and Lewis L. Smith, Secretary of Biggs Inc., the corporation whose name is subscribed to and which executed the foregoing instrument, and for themselves and as such officers respectively and for and on behalf of said corporation acknowledged the signing and execution of said instrument; and acknowledged that the seal affixed to said instrument is the corporate seal of said corporation, that the affixed such corporate seal to, and otherwise executed said instrument by authority of the Board of Directors, and on behalf of said Corporation, and that the signing and execution of said instrument is their free and voluntary act and deed of said corporation, for the uses and purposes in said instrument mentioned;



In Testimony Whereof, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

(Notary Seal)

My commission expires: June 25, 1982
Mary Ann Fulton, Notary Public