

3.58'

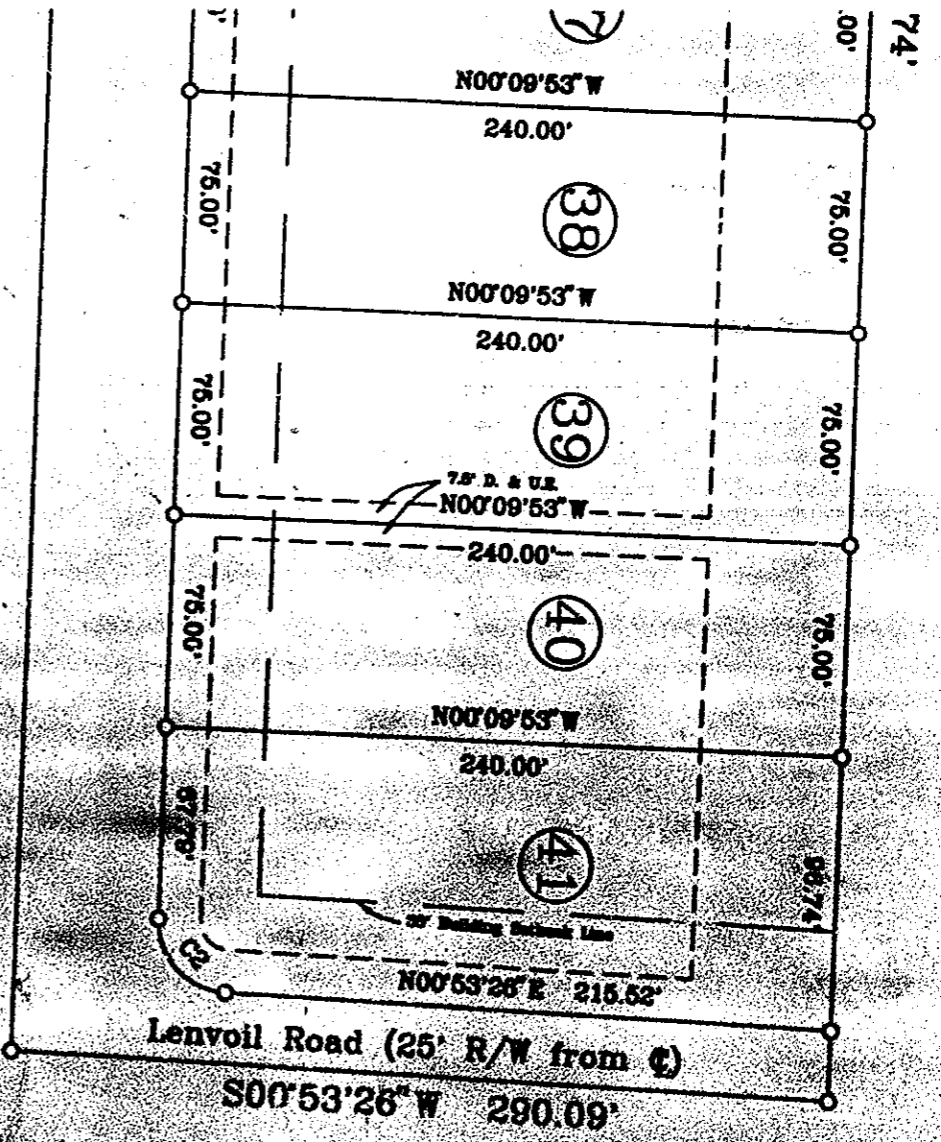
S89°47'28" W 1116.20'

Teresa Drive (50' R/W)

NOT RETURNED FOR REVISION
 1926
 1926
 1926

Design, Surveying & Engineering
 200 Lee Hwy
 19 The Woodlands Drive
 Woodlands, Texas 75091
 Phone: (281) 252-3333

0169



Curve Data Table

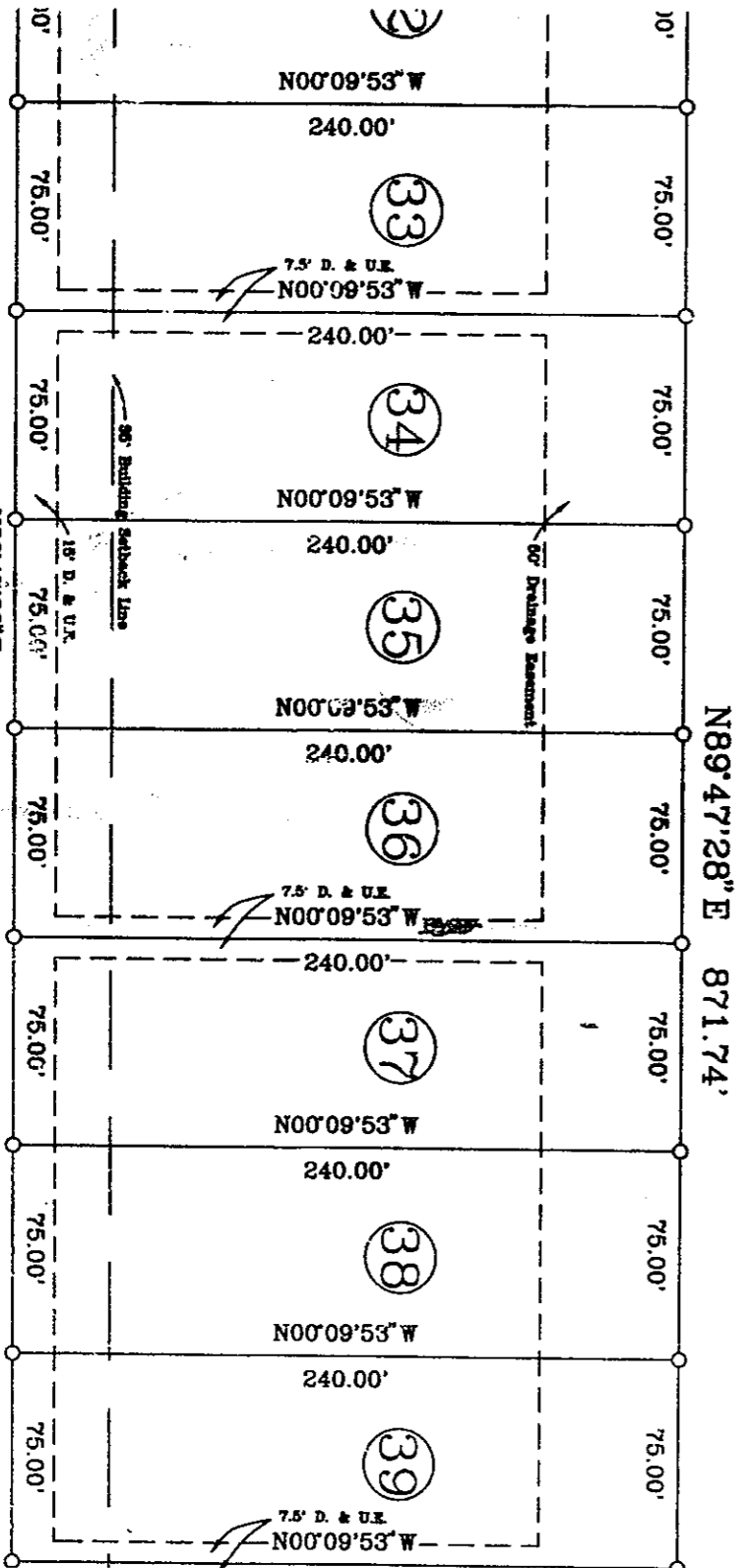
LENGTH	RADIUS	DIRECTION	CHORD
59.66'	58.00'	N44°46'01\" W	55.63'
58.79'	58.00'	N45°20'27\" E	56.01'

OTE: All lots to be connected to Painted Hills Utilities, Inc. water system.

11/29/96
11/29/96
11/29/96
11/29/96

Sheet 2 of 2

Subdivision III

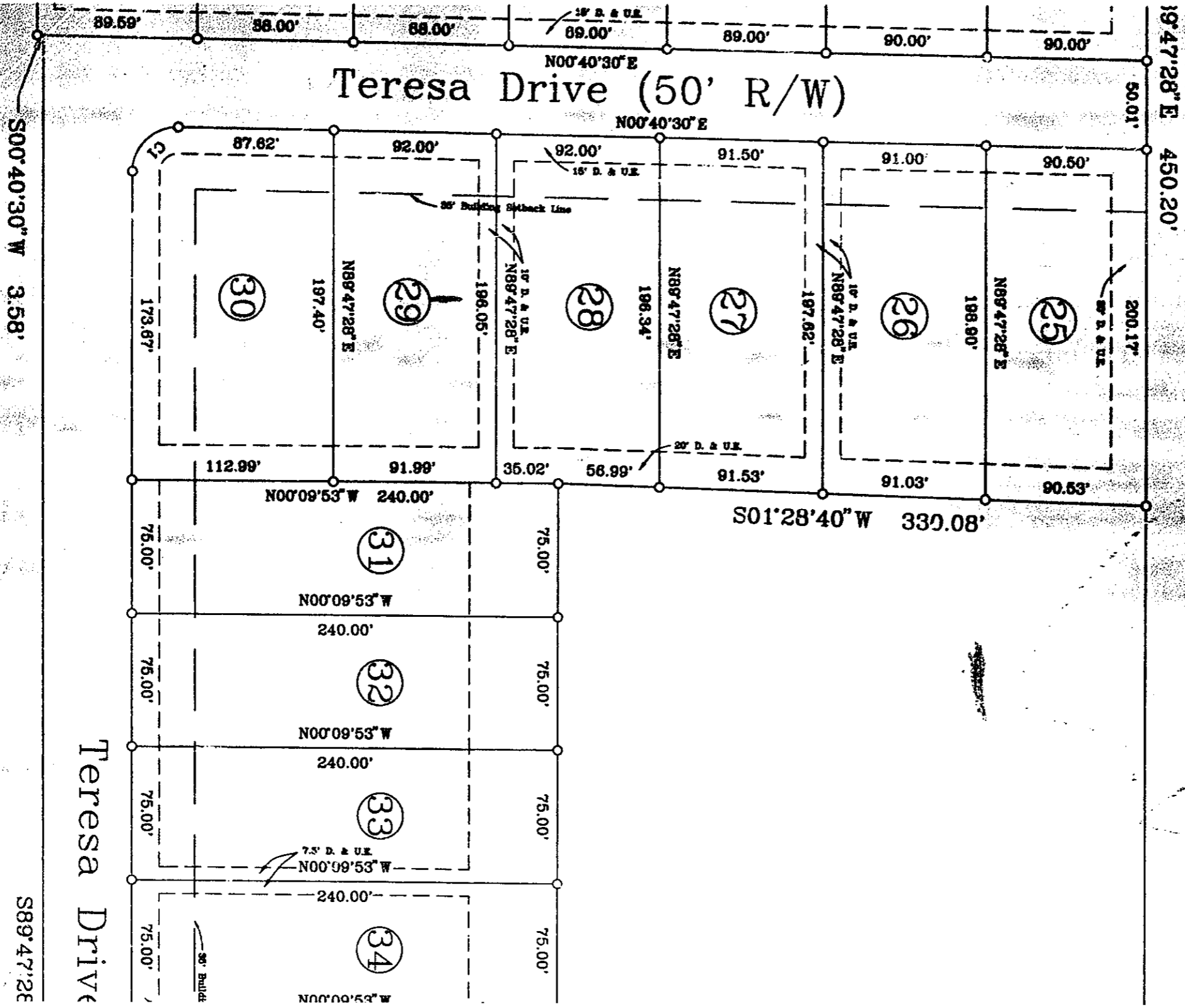


Teresa Drive (50' R/W)

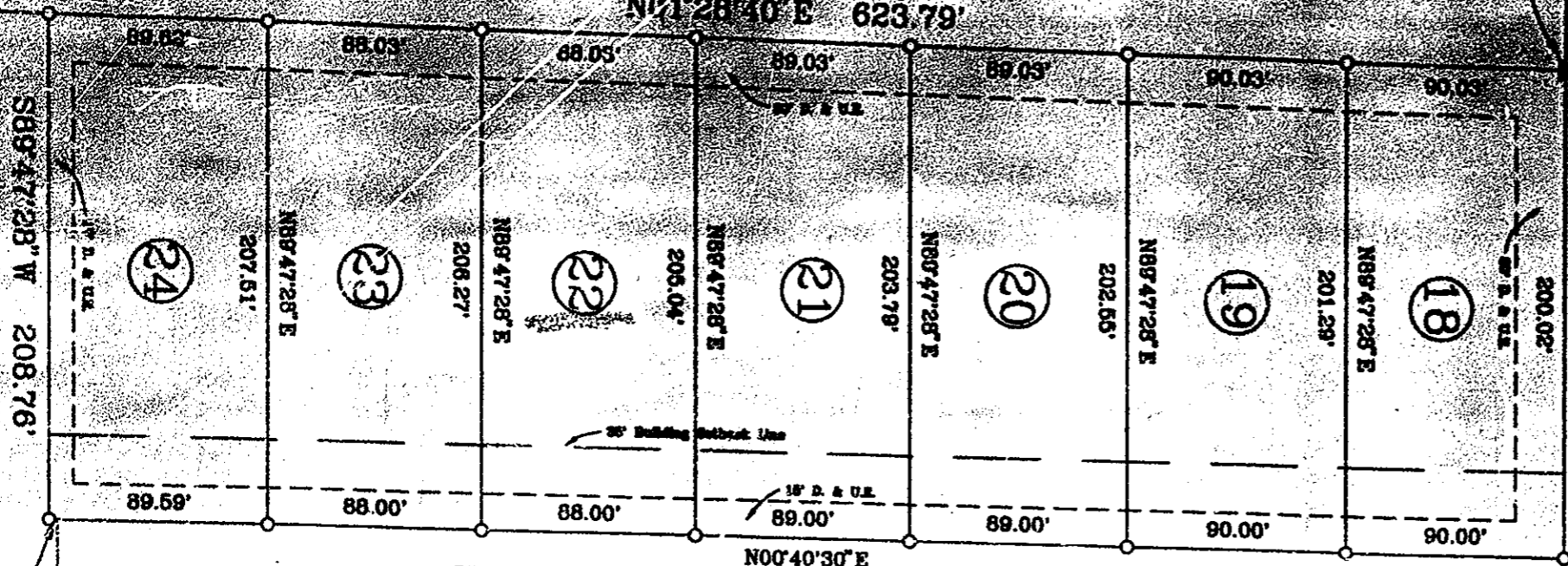
S89°47'28" W 1116.20'

N89°47'28" E 871.74'

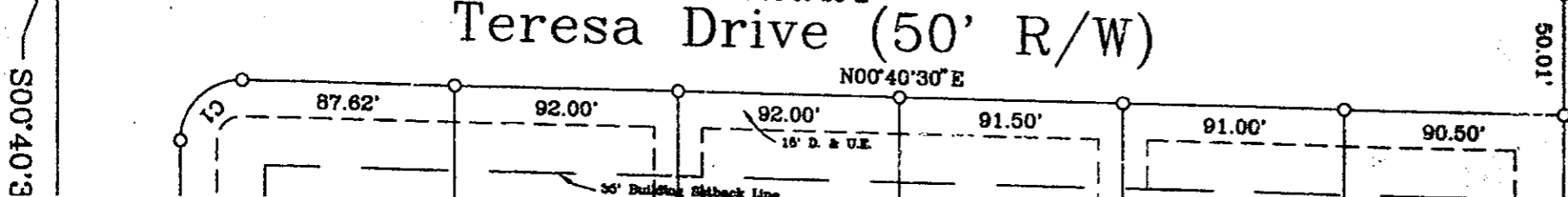
Alma Wood Subdiv



N01°28'40"E 623.79'



Teresa Drive (50' R/W)



S89°47'28"W 208.76'

S00°40'3

N89°47'28"E 450.2

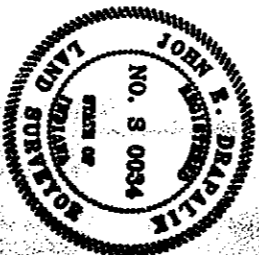
A

CERTIFICATION AND DESCRIPTION

1. The undersigned, being duly authorized and licensed as a Registered Land Surveyor within the State of Indiana, do hereby certify that the attached plat of the Arlwood Subdivision II, being situated in Washington Township, Morgan County, Indiana, is a true representation of a subdivision of part of the Northwest Quarter of Section 12, Township 11 North, Range 1 East of the Second Principal Meridian, Morgan County, Indiana, described as follows:

Beginning at the northwest corner of the Northwest Quarter of said Section 12, thence along the north line of the Northwest Quarter of the Northwest Quarter of said Section 12 and the south line of Arlwood Subdivision II, as per plat thereof recorded in Deed Record 374, page 630, in the Office of the Recorder of Morgan County, Indiana, on an assumed bearing of North 69 degrees 47 minutes 28 seconds East, 450.20 feet to an iron pin (capped S 0034); thence parallel with the west line of the Northwest Quarter of said Section 12, South 01 degree 28 minutes 40 seconds West, 235.08 feet to an iron pin (capped S 0034); thence parallel with the north line of the Northwest Quarter of the Northwest Quarter of said Section 12, North 69 degrees 47 minutes 28 seconds East, 871.74 feet to an iron pin (capped S 0034) in the center of Lenoel Lane, thence along said center, South 00 1/4 degrees 53 minutes 26 seconds West, 390.09 feet to an iron pin (capped S 0034); thence parallel with the north line of the said quarter-quarter section, South 69 degrees 47 minutes 28 seconds West, 1116.20 feet; thence South 00 degrees 40 minutes 20 seconds West, 503 feet to an iron pin (capped S 0034); thence parallel with the north line of the said quarter-quarter section, South 69 degrees 47 minutes 28 seconds West, 306.76 feet to an iron pin (capped S 0034) on the west line of the Northwest Quarter of said Section 12; thence along said west line, North 01 degree 28 minutes 40 seconds East, 623.79 feet to the Point of Beginning. Containing 12.24 acres, more or less.

This subdivision consists of twenty-four (24) lots, numbered Eighteen (18) through Forty-one (41), inclusive. The size of the lots and the width of the streets are shown in figures denoting feet and decimal parts thereof.



Certified this 29th day of October, 1906.

John E. Drapalik
John E. Drapalik
Registered Land Surveyor # S 0034

APPROVED BY THE MORGAN COUNTY PLAIN COMMISSION AT A MEETING HELD ON THE 21st DAY OF NOVEMBER, 1906.

Shawn M. Smith
Shawn M. Smith
CHAIRMAN

Miriam Smith
Miriam Smith
PRINCE

Walter J. Lovell
Walter J. Lovell
SECRETARY

Sam K. Lovell
Sam K. Lovell
PRINCE

Subdivision III

d. Construction of any dwelling shall be completed within one (1) year of the start of construction.

50. Access Easements: Access for all lots must be obtained from Terwan Drive.

II. All owners of lots in Arnford Subdivision II shall be members of an association of such owners known as the Arnford Subdivision Homeowners Association as established by the Dedication of Arnford Subdivision, as per plat thereof recorded in Deed Record 374, page 656, in the Office of the Recorder of Morgan County, Indiana.

III. Enforcement of the Covenants and Restrictions: The right to enforce these Covenants and Restrictions of Arnford Subdivision II by injunction or to seek damages for violation or other remedy is dedicated to the Owners of the lots herein and the Developer. The restrictions shall remain in full force for twenty-five (25) years from date of the execution of this Agreement, at which time such covenant shall be automatically extended for successive periods of ten (10) years unless otherwise agreed by the majority of lot owners of this section. Invalidation of any covenant or restriction herein by judgment, court order or otherwise shall not effect any other covenant or restriction. Violation of a covenant or restriction shall not cause forfeiture or reversion of title.

In witness whereof, the undersigned have set their hands and seals this 18th day of December, 1996.

Gerald E. Caywood - President

Gerald E. Caywood
Al Arnold - Secretary



STATE OF INDIANA,)
COUNTY OF MORGAN) SS

Before me, the undersigned, a Notary Public in and for the Said County and State, personally appeared Gerald E. Caywood and Al Arnold, and acknowledged the execution of the attached plat of Arnford Subdivision II.

Witness my Hand and Seal this 18th day of December 1996.

Anna R. Maxwell
Signature

Anna R. Maxwell
Printed

My commission expires 1-25-1999.

Alpin Wood Subd

7. **Disturbance:** No noxious or offensive activity shall be notified or permitted to continue which may annoy or become a nuisance to a neighbor or the neighborhood, nor shall any unlawful act or activity be allowed whatsoever.

8. **Exhausting & Storage of Vehicles and Boats:** No trucks, other than standard pick-up type, campers, trailers, recreational vehicles, boats, boat trailers, or similar vehicles (excluding temporary construction trailers being used in conjunction with work in progress) shall be parked on any street or lot for a period of more than forty-eight (48) hours unless such vehicles are stored within a garage. No inoperative or unlicensed vehicles shall be parked or registered on any lot or on the driveway thereof.

9. **Appearance of Lot:** All equipment, garbage can, and related items shall be kept from view of neighboring residences and streets. All rubbish, trash or garbage stored outside any residence shall be regularly removed from the premises and shall not be allowed to accumulate thereon. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Outside trash burners will not be permitted. No owner of a lot shall burn or permit the burning out-of-doors of garbage or other refuse.

10. **Animals:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats, or other household pets may be kept, provided that they are kept, bred, or maintained for any commercial purpose. No more than three dogs or cats, or any combination, shall be kept on any lot.

11. **Dwelling Restrictions:** No mobile home, trailer or other portable device or outbuilding, garage or basement shall be used as a residence. This provision shall not be construed to prevent a builder from using such for material or tool storage or office during the period of construction of a temporary office for Developer's marketing or promotional purposes.

12. **Dwelling, Quality and Size:** The ground floor of the main structure, exclusive of one-story open porches, terraces, pergolas and garages, shall be not less than one thousand two hundred (1200) square feet for a one-story dwelling nor less than one thousand two hundred (1200) square feet for a dwelling of more than one story, with at least a minimum of one thousand two hundred (1200) square feet on ground level.

13. **Other Restrictions:** No more than one (1) out-building no larger than 18'x12' or one hundred thirty-two (132) square feet shall be erected on any lot. The construction of the out-building must conform with the same portion of the dwelling in appearance. No sheet metal buildings are allowed.

14. **Garages and Driveways:** No dwelling shall have less than a full size 2-car or more than a 3-car attached garage. All driveways and vehicle parking areas shall be hard surfaced with either concrete, brick or asphalt. No gravel or stone driveways will be permitted.

15. **Construction Requirements:**

a. **Overhang (eaves)** shall be a minimum of twelve (12) inches, excluding any exterior finish on gutters, roof edges, and front gables.

b. The roof shall have a minimum of a 9/12 pitch and shingles shall be asphalt, cedar, or Shergum.

c. Exterior building materials shall be limited to white, tan, gray, olive, oak/or stained or natural wood. The first story shall have seventy (70) percent brick or stone on the front exterior except for any gables along the front of the dwelling. No log cabins or mobile homes, shall be

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III

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STATE (

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DECLARATION

We, the undersigned, Gerald E. Craywood and Al Arnold, on behalf of Gerald Craywood and Gerald, Inc., owners of said real estate herein and described in the attached plat, do hereby certify that we have laid out, platted, and subdivided said real estate in accordance with the attached plat.

This subdivision shall be known as Firstwood Subdivision II, a subdivision consisting of twenty-four (24) lots, numbered Eighteen (18) through Forty-one (41) inclusive, and being located within Washington Township, Morgan County, Indiana. All streets and roads not heretofore dedicated, are hereby dedicated to the public.

I, the undersigned of heretofore mentioned, do hereby certify that the following description and boundaries are correct:

1. **Lot 18:** All that portion of the original section one (1) of Township 36 North, Range 10 West, Meridian 10 West, in Morgan County, Indiana, as shown on the attached plat, together with the boundaries and area thereon as shown on the attached plat.

2. **Lot 19:** All that portion of the original section one (1) of Township 36 North, Range 10 West, Meridian 10 West, in Morgan County, Indiana, as shown on the attached plat, together with the boundaries and area thereon as shown on the attached plat.

3. **Lot 20:** All that portion of the original section one (1) of Township 36 North, Range 10 West, Meridian 10 West, in Morgan County, Indiana, as shown on the attached plat, together with the boundaries and area thereon as shown on the attached plat.

4. **Lot 21:** All that portion of the original section one (1) of Township 36 North, Range 10 West, Meridian 10 West, in Morgan County, Indiana, as shown on the attached plat, together with the boundaries and area thereon as shown on the attached plat.

5. **Lot 22:** All that portion of the original section one (1) of Township 36 North, Range 10 West, Meridian 10 West, in Morgan County, Indiana, as shown on the attached plat, together with the boundaries and area thereon as shown on the attached plat.