

Restrictions

Sheet 1 of 2

"WILLWOOD MANOR"

DELBERT A. HOBSON
PROFESSIONAL ENGINEER
REGISTRATION NO. 2702
MOORESVILLE, IND.

BOOK 234 PAGE 28

RESTRICTIONS

"WILLWOOD MANOR"

The undersigned Volney C. Wilson and Myrtle M. Wilson, husband and wife, being the owners and proprietors of the above described real estate, do certify that they have laid out, platted and subdivided said land into lots, in accordance with the annexed plat above referred to.

- (1) No building other than residential dwelling with family garages shall be built, erected or placed thereon. All dwelling units, which may be erected thereon, shall have at least 1200 square feet of floor space and 9600 cubic feet on and above grade level, exclusive of basement floors, attics, porches and garages attached.
- (2) All buildings shall have solid masonry foundations and all concrete footings shall be not less than (42) inches below ground level. All construction above ground shall be covered with stone or brick or exterior rough-sawed cedar, except gabled ends, which may be covered with wood, aluminum or plastic siding. An approved wood siding will be permitted for the second story of a two story house. No imitation of brick or stone shall be used. No tar paper shall be used for roofing on any building in this subdivision.
- (3) No outside toilet shall be placed upon any lot in this subdivision.
- (4) No trailer, basement, garage, barn or other out-building erected upon said property 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.
- (5) No noxious or offensive activity shall be carried on upon any lot, nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- (6) Storage tanks containing fuel oil must be placed within buildings or buried under the ground. Propane storage tanks must be shielded with lattice work and a living screen on the street side and both ends.
- (7) Building or set back lines are hereby established. No building shall be erected within 20 feet of the line dividing any adjoining owner's lot.
- (8) No mercantile building shall be erected, built or placed on the above real estate, nor any business of any nature be permitted to carry on.
- (9) Pets shall be confined to the owners premises, and no more than one (1) dog allowed per lot.
- (10) All weeds are to be cut at regular intervals to prevent spreading of seed to adjoining property owners.
- (11) No horses, ponies or livestock of any kind shall be kept or housed on any lot in this subdivision.
- (12) No car, truck, tractor or semi-trailer that is not in operating condition will be permitted to remain on any lot in this subdivision for a period of more than seven (7) days, unless kept within the garage.
- (13) No MOBILE HOME will be allowed to be parked or stored on any lot in this subdivision.
- (14) All small two wheel and four wheel trailers, boat trailers, and boats, campers and all usable cars and trucks and accessories are to be stored behind house when not in use.
- (15) Owners shall take title to lots with a guarantee that the dwelling will be constructed and completed within one year from the time that construction begins.
- (16) Resident owners of each lot shall be allowed to erect one (1) mini-barn or storage building as long as the outward appearance of said building is not sub-standard in comparison to the house.

These covenants are to run with this land and shall be binding on all parties claiming under them, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.

The right to enforce these provisions by injunction, together with the right to cause removal, by due process of law of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

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

This Subdivision is a part of the Southwest quarter of fractional Section six (6) Township thirteen (13) North, Range two (2) East part of the Southeast quarter of Section one (1), Township thirteen (13) North, Range one (1) East, of the second Principal Meridian, Morgan County, Indiana containing 62 acres, more or less.

Continued on Sheet 2

Restrictions
"WILLOW MANOR"

DELBERT A. HOBSON
PROFESSIONAL ENGINEER
REGISTRATION NO. 2702
MOORESVILLE, IND.
RESTRICTIONS

BOOK 234 PAGE 21

IN WITNESS WHEREOF, the said parties as owners and proprietors of the above described real estate, Morgan County, Indiana, have hereunto set their hands and seals this _____ day of _____, 1972.

Volney C. Wilson
Volney C. Wilson

Myrtle M. Wilson
Myrtle M. Wilson

STATE OF INDIANA }
 } SS.
MORGAN COUNTY }

Before me, the undersigned Notary Public, within and for said State and County, personally appeared, Volney C. Wilson and Myrtle M. Wilson, husband and wife, as owners and proprietors of the above described real estate, Morgan County, Indiana, and acknowledged the execution of the foregoing certificate and plat to be their voluntary act and deed.

Signed at Mooreville, Indiana, this 7th day of October, 1972.



My commission expires November 1, 1975.

Velda Mae Scott
Notary Public

Approved this 9th day of October, 1972, and entered to record.



Morgan County Plan Commission

Claude Lumpkin
Chairman

Guy Moore
Secretary

RECEIVED
FOR RECORD
JUN 29 10 40 AM '73
John H. Bay
RECORDED OF
MORGAN COUNTY

"Willwood Manor"
(2nd Section)

DELBERT A. HOBSON
PROFESSIONAL ENGINEER
REGISTRATION NO 2702
MOORESVILLE, IN.

Dedications and Restrictions

The undersigned, as owners and proprietors of the above described real estate, do hereby certify that they have laid out, platted, and subdivided said land into lots in accordance with the annexed plat referred to. They further certify that all roads on said plat are hereinafter dedicated to the PUBLIC for its use.

1. There are strips of land ten (10), twelve (12), fifteen (15), twenty (20), and thirty (30) feet in width as shown on said plat which are reserved for PUBLIC UTILITY COMPANIES, NOT INCLUDING TRANSPORTATION COMPANIES, for installation of poles, lines, ducts, gas or water mains, or laterals and sewers, SUBJECT at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips, but owners shall take title SUBJECT to the rights of the Public Utilities and SUBJECT to the rights of the owners of the other lots in this subdivision.
2. All lot owners shall agree to join a sewer system or a water system when available and all waste must be disposed through septic tanks of not less than 1000 gallons capacity, or in lieu of a septic tank a Single Home Aerobic Waste-Water Treatment shall be used until such connection can be made. The septic absorption field must have a minimum of 300 square feet of trench bottom per bedroom. The maximum length of any one trench is 100 feet. The minimum width of trench is 3 feet. The trench shall be an average of 3 feet in depth filled with 12 inches of gravel below the tile and filled to a minimum of 4 inches above the tile. Refer to Bulletin S.E.8, Indiana State Board of Health for all other regulations that must be complied with.
3. Adequate drainage must be provided for all crawl spaces.
4. The dedications and restrictions that were given to "Willwood Manor", First Section, shall apply to "Willwood Manor", Second Section.

IN WITNESS WHEREOF, the said parties as owners and proprietors of this real estate, Morgan County, Indiana, have hereunto set their Hands and seals this 13 day of May, 1974.

Myrtle Wilson
Myrtle Wilson

Volney C. Wilson
Volney C. Wilson

Certificate of Approval

Under Authority Provided by Chapter 174, Enacted by the General Assembly of the State of Indiana, and Ordinance adopted by the Board of County Commissioners of the County of Morgan, Indiana, this plat was given approval by the County of Morgan as follows:

Approved by the Morgan County Plan Commission at a meeting held this 13th day of May, 1974.

Ralph J. Wershing
Ralph J. Wershing, Secretary

Paul D. Bryant
Paul Bryant, Chairman

REC FOR
JUN 24 9 18 AM '74

SEAL
MORGAN COUNTY

5062

BOOK 28 PAGE 46

Page 1 of 2

✓
"WILLWOOD MANOR"
Section 3

RESTRICTIONS

✓
The undersigned Volney C. Wilson and Myrtle M. Wilson, husband and wife, being the owners and proprietors of the above described real estate, do certify that they have laid out, platted and subdivided said land into lots in accordance with the annexed plat above referred to.

- (1) No building other than residential dwelling with family garages shall be built, erected or placed thereon. All dwelling units, which may be erected thereon, shall have at least 1,650 square feet of floor space and 13,200 cubic feet on and above grade level, exclusive of basement floors, attics, porches and garages attached. All one and one-half and two story dwellings shall be at least 1,150 square feet of floor space and 9,200 cubic feet on the main floor above ground level, exclusive of basement floors, attics, porches and garages attached.
- (2) All buildings shall have solid masonry foundations and all concrete footings shall be not less than 42 inches below ground level. All construction above ground shall be covered with stone or brick, exterior rough-sawed cedar or cedar framed stuccotto board siding, except gabled ends, which may be covered with wood, aluminum or plastic siding. An approved wood siding will be permitted for the second story of a two story house. No imitation of brick or stone shall be used. No tar paper shall be used for roofing on any building in this subdivision.
- (3) No outside toilet shall be placed upon any lot in this subdivision.
- (4) No trailer, basement, garage, barn or other out-building erected upon said property 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.
- (5) No noxious or offensive activity shall be carried on upon any lot, nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- (6) Storage tanks containing fuel oil must be placed within buildings or buried under the ground. Propane storage tanks must be shielded with lattice work and a living screen on the street side and both ends.
- (7) Building or set back lines are hereby established. No building shall be erected within 20 feet of the line dividing any adjoining owner's lot.
- (8) No mercantile building shall be erected, built or placed on the above real estate, nor any business of any nature be permitted to carry on.
- (9) Pets shall be confined to the owner's premises, and no more than one (1) dog allowed per lot.
- (10) All weeds are to be cut at regular intervals to prevent spreading of seed to adjoining property owners.
- (11) No horses, ponies or livestock of any kind shall be kept or housed on any lots in this subdivision.
- (12) No car, truck, tractor or semi-trailer that is not in operating condition will be permitted to remain on any lot in this subdivision for a period of more than seven (7) days unless kept within the garage.
- (13) No MOBILE HOME will be allowed to be parked or stored on any lot in this subdivision.
- (14) All small two wheel and four wheel trailers, boat trailers and boats, campers and all usable cars and trucks and accessories are to be stored behind the house when not in use.
- (15) Owners shall take title to lots with a guarantee that the dwelling will be constructed and completed within one (1) year from the time that construction begins.
- (16) Resident owners of each lot shall be allowed to erect one (1) mini-barn or storage building as long as the outward appearance of said building is not sub-standard in comparison to the house. No metal storage buildings.

These covenants are to run with this land and shall be binding on all parties claiming under them, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.

The right to enforce these provisions by injunction, together with the right to cause removal, by due process of law any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

(continued page 2 of 2)

(Restrictions "WILLWOOD MANOR", Section 3, continued)

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

Said subdivision is a part of the Southwest quarter of fractional Section 6, Township 13 North, Range 2 East and part of the Southeast quarter of Section 1, Township 13 North, Range 1 East of the Second Principal Meridian, Morgan County, Indiana, containing 84.57 acres, more or less.

IN WITNESS WHEREOF, the said parties as owners and proprietors of the above described real estate, Morgan County, Indiana, have hereunto set their hands and seals this 13th day of June, 1977.

Volney C. Wilson
Volney C. Wilson

Myrtle M. Wilson
Myrtle M. Wilson



STATE OF INDIANA }
MORGAN COUNTY } SS:

Before me, the undersigned Notary Public, within and for said State and County, personally appeared Volney C. Wilson and Myrtle M. Wilson, husband and wife, as owners and proprietors of the above described real estate, Morgan County, Indiana, and acknowledged the execution of the forgoing certificate and plat to be their own voluntary act and deed.

Dated at Mooresville, Indiana, this 13th day of June, 1977.

My commission expires November 6, 1979.

Velda Mae Scott
Notary Public
Velda Mae Scott

Approved this 13th day of December, 1976.

Morgan County Plan Commission

Robert C. Hodges
Chairman
Robert C. Hodges

H. Wachstetter
Secretary
H. Wachstetter

REC'D
FOR
AUG 12 2 02 PM '77

Lawrence
RECORDED
MORGAN COUNTY, INDIANA