

Covenants

For

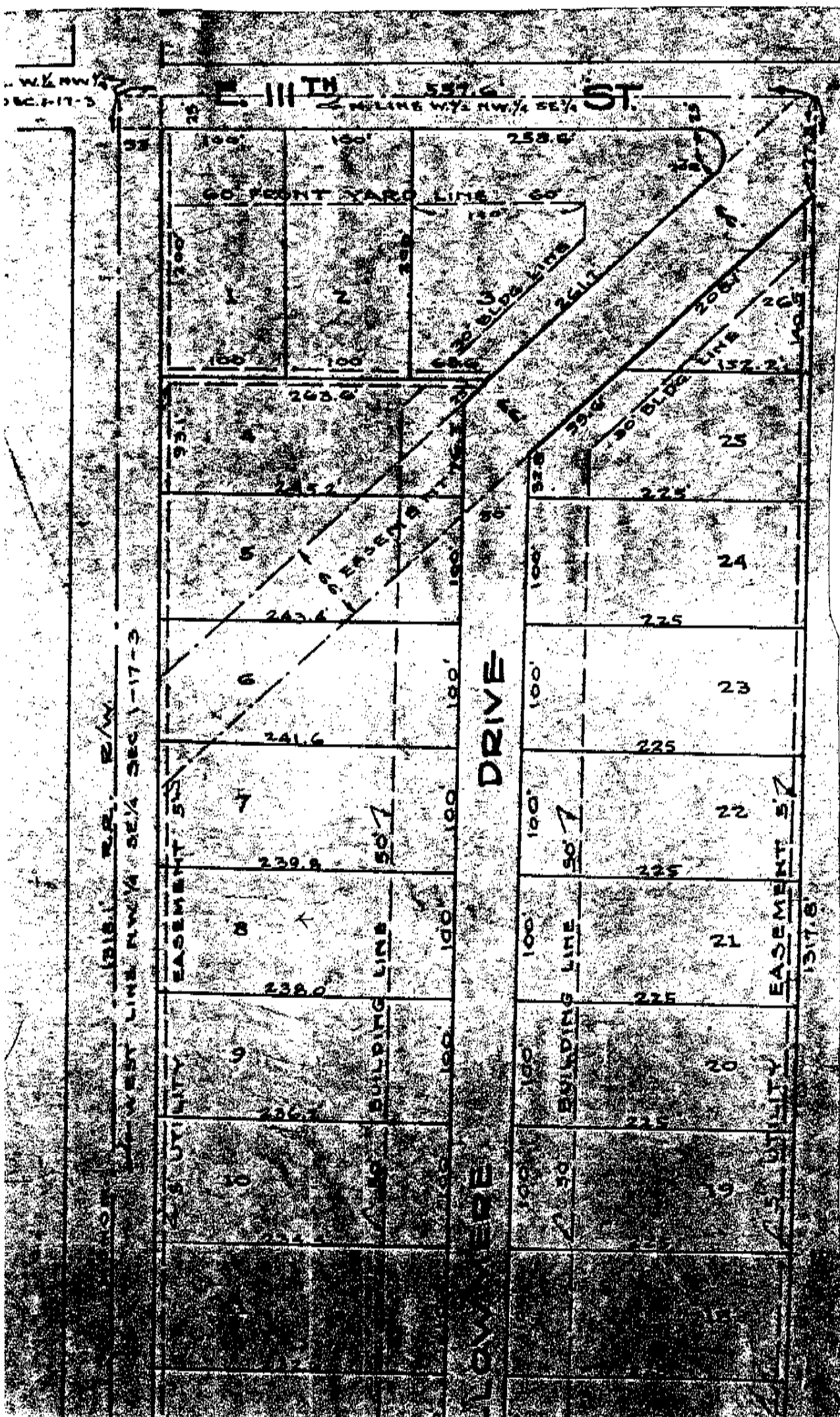
Willomere - NO separate CCR's

4 pages -

Hamilton County

FLAT -of- WILLOWMERE 7)

WILLOWMERE



SCALE 1"=100'

- ONE YEAR

(EAL)

State, J.

(EAL)

(EAL)

Hamilton
during the term of
following

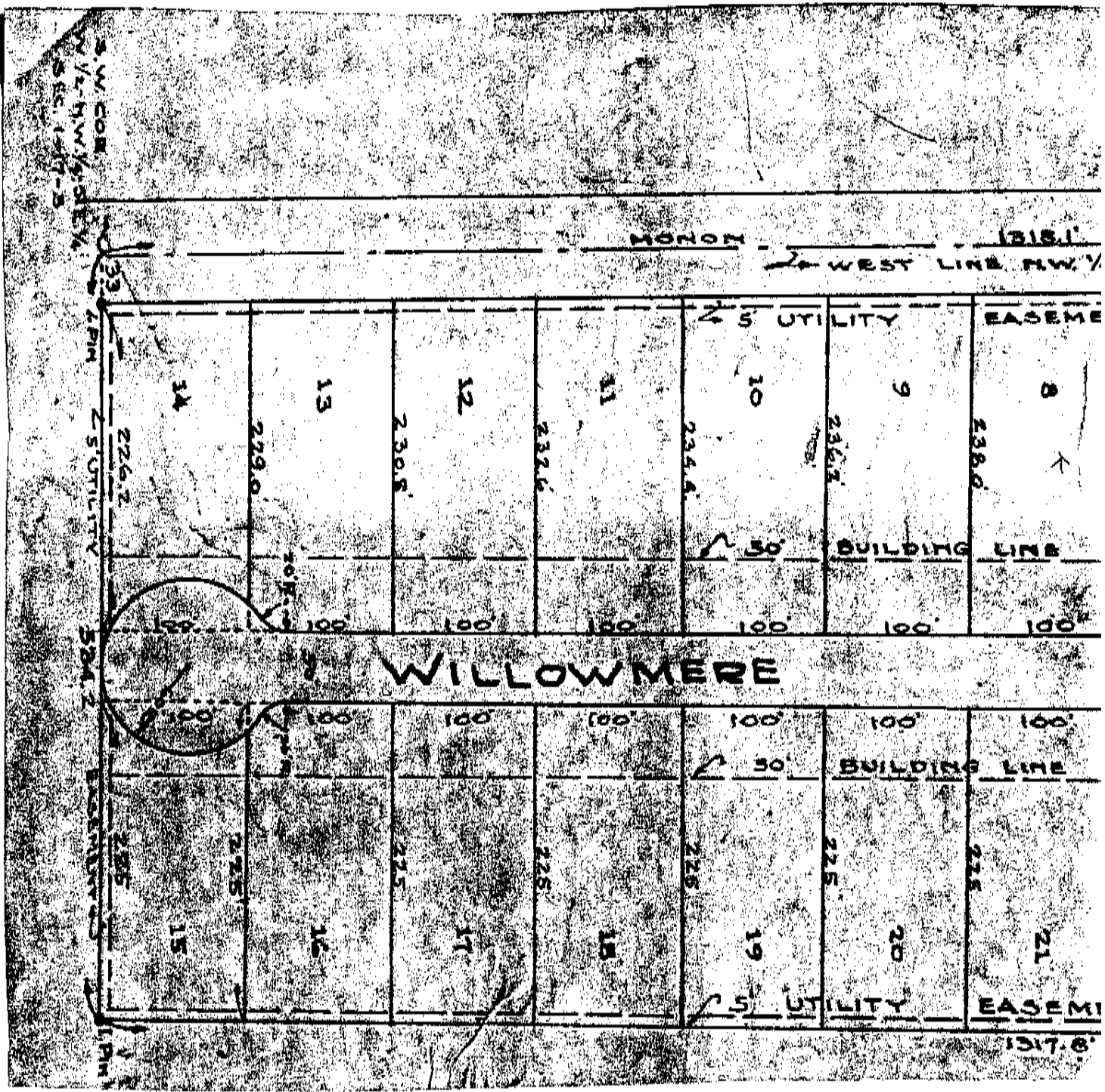
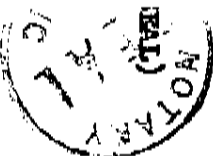
Noblesville,

, reserving

have

(SEAL)
(SEAL)

State, J.
annexed



~~PLAT OF WILLAMERS~~ - CONTINUED -

I, the undersigned, do hereby certify that this plat is true and correct and represents a survey of part of the West Half (1/2) of the Northwest (1/4) Quarter of the Southeast Quarter (1/4) of Section 1, Township 17 North, Range 3 East, more particularly described as follows.

Beginning at the N. West Corner of said Half (1/2) Quarter-Quarter (1/4-1/4) thence south along the west line of said Half (1/2) Quarter-Quarter (1/4-1/4) being the center line of the Monon Railroad right-of-way, a distance of 1318.1' feet, thence east parallel to the north line of said half (1/2) Quarter Quarter (1/4-1/4) Section a distance of 534.2' feet, thence northerly to a point in the north line of said half (1/2) Quarter Quarter (1/4-1/4) section, said point being 557.6' feet east of said northwest corner a distance of 1317.8' feet, thence west along said north line a distance of 557.6' feet to the place of beginning containing in all 16.515 Acres.

This Subdivision consists of 26 lots numbered 1 thru 26 inclusive. The size of lots and widths of lots and streets are shown on this plat in figures denoting feet and decimal parts thereof.

Witness my signature this 10th day of June 1953.

Herbert Bloemker (Seal Attached.)
Registered Engineer No. 1836-Indiana.

The undersigned, Euren E. Wills and Ann M. Wills, husband and wife hereby lay off plat and subdivided into lots and streets in accordance with the within plat. The within plat shall be known and designated as "Willowmere an Addition to Hamilton County, Indiana.

The streets shown and not heretofore dedicated are hereby dedicated to the public.

All lots in this addition shall be designated as residential lots. Only one single family dwelling with attached garage and not exceeding 35 feet in height measured from the grade to the line of the eaves, may be erected or maintained on said lots.

Front and side building lines are established as shown on this plat between which lines and the property lines of the street there shall be erected and maintained no structure or part other than an open one story porch.

No one story house shall be erected on any lot in this addition having a ground floor area of less than 1,000 square feet and no one and one-half or two story house having a ground floor area of less than 720 square feet, exclusive of open porches, garages, basements or utility rooms.

No trailer, tent, shack, basement, garage, barn or other out-building or temporary structure shall be used for temporary or permanent residential purposes on any lot in this addition.

No noxious or offensive trade shall be carried on upon any lot in this addition, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

No residence front shall be erected nearer than 50 feet to nor farther than 125 feet from the front lot line except as indicated hereon, nor nearer than 10 feet to the side lot line of any lot in this addition, except that in case where the same person or persons owns two adjoining lots, such owner may build a residence or dwelling house or appurtenant garage across the dividing line or to coincide therewith. No lot in this subdivision shall be resubdivided into a building lot having an area of less than 15,000 square feet. There are strips or ground 5 feet in width as shown on the within plat marked "Utility Easements" which are hereby reserved for the use of the public utility companies, not including street car or transportation companies, for the installation and maintenance of mains, ducts, poles, lines, sewers, drains and wires subject at all times to the authority of the proper civil officers and to the easements herein reserved. No permanent or other structure shall be erected or maintained on said strips, the owners of such lots in this addition, however, shall take title subject to the rights of the public utilities, and to those of the other owners of lots in this addition, to said easements herein granted for ingress and egress in, along, across and through the strips of ground so reserved. Also, an easement of right-of-way across lots numbered 4, 5, 6, and 7.

When sanitary sewers are not available, septic sewerage systems may be used provided the tank and adequate absorption beds meet the written approval of the Indiana State Board of Health. No other type of sewerage system may be used.

No farm animals shall be permitted on any lot or lots in this addition, and no pets or domestic animals for commercial purposes shall be kept thereon.

The plans and specifications of each house to be erected in this subdivision shall, prior to such erection, be approved in writing by a committee of one. Until another committee is appointed as hereinafter provided, the committee shall be Euren E. Wills. This approval shall be based upon the house maintaining in the opinion of the committee, the proper standard in said subdivision as to the external design and material. This covenant shall remain in full force and effect, and the committee shall be the said Euren E. Wills, until such time as by a vote of the owners of a majority of the 26 lots in this subdivision, this covenant is amended or another committee is appointed.

The right to enforce the foregoing provisions, restrictions and covenants by injunctions, together with the right to cause removal by due process of law of any septic tank, absorption bed or structure, erected or maintained in violation thereof is hereby dedicated and reserved to the owners of the several lots in this addition, their heirs or assigns, who shall be entitled to such relief without being required to show any damage of any attempted violation, said provision shall be in full force and effect until January 15, 1978 at which time said covenants shall be automatically extended for periods of 10 years, unless by a vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The above covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them. Streets shall be constructed as per specifications approved by The Hamilton County Commissioners, Nov. 5, 1951.

In witness whereof, Euren E. Wills and Ann M. Wills, husband and wife have hereunto caused their names to be subscribed this 10th day of June 1953.

Euren E. Wills
Ann M. Wills.

State of Indiana }
County of Hamilton } S.S.

Personally appeared before me the undersigned a Notary Public in and for said county and State, Euren E. Wills and Ann M. Wills, husband and wife, and acknowledged the execution of the above and foregoing certificate as their voluntary act and deed for the purpose therein expressed.

My commission expires June 13, 1954.

Approved 7-6-53 By County Commissioners - Dale Hanshaw

Attest: Harry C. Griffin
Auditor of Hamilton County,
Indiana

Wesley M. Williamson
Ferry A. McClintock

Eileen Henderson
Notary Public, Marion Co. Ind.

Approved by Hamilton Co. Planning Commission

R. B. Morney Chm
Forrest R. Groff Sec'y
Hamilton County Planning Com.
June 29-1953



The above is a true copy recorded July 16, 1953. Carrie E. Roberts, R. H. C.

of the West Half (1/2) of the Northwest (1/4) Quarter of the ... 17 North, Range 3 East, more particularly described as follows.

Beginning at the N.-West Corner of said Half (1/2) Quarter-Quarter (1/4-1/4) thence south along the west line of said Half (1/2) Quarter-Quarter (1/4-1/4) being the center line of the Monon Railroad right-of-way, a distance of 1310.1 feet, thence east parallel to the north line of said half (1/2) Quarter Quarter (1/4-1/4) Section a distance of 534.2 feet, thence northerly to a point in the north line of said half (1/2) Quarter Quarter (1/4-1/4) section, said point being 557.6 feet east of said northwest corner a distance of 1317.8 feet, thence west along said north line a distance of 557.6 feet to the place of beginning containing in all 16.515 Acres.

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Herbert Bloemker (Seal Attached.) Registered Engineer No. 1836-Indiana.

Willomere

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Buren E. Wills
Ann M. Wills.

State of Indiana }
County of Hamilton } S.S.
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Approved 7-6-53 By County Commissioners - Dale Manshaw
Attest; Harry C. Griffin Wesley M. Williamson
Auditor of Hamilton County, Perry A. McClintock
Indiana

Eileen Manderson
Notary Public, Marion



Approved by Hamilton Co. Planning Commission R. B. Horney Chm June 29-1953
Forrest R. Groff Sec'y
Hamilton County Planning Com.

The above is a true copy recorded July 16, 1953. Carrie E. Roberts, R. E. C.