Covenants

For

Willmore - no separate cc&rs

Pages

Hamilton County
I, the undersigned, do hereby certify that this plat is true and correct and represents a survey of part of the land shown (1/3d) of the Northeast Quarter (1/4) of Section 1, Township 17 North, Range 3 East, more particularly described as follows:

Beginning at the Northeast corner of said half (1/2) of the Quarter-quarter (1/4-1/4) being the center line of the main 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 592.2 feet, thence north to a point in the middle line of said half (1/2) Quarter Quarter (1/4-1/4) section, said point being 597.6 feet east of said northeast corner a distance of 1317.5 feet, thence west along said north line a distance of 597.6 feet to the place of beginning containing approximately 16 acres.

This description consists of 26 lots numbered 1 through 26 inclusive. The size of lots and width of lots and streets shown on this plat in figures denoting feet and decimal parts thereof.

Witness my signature this 10th day of June, 1933.

Herbert B. Shatto
(Seal Attached)
Registered Engineer No. 136-Indian

The undersigned, Bureau H. Wills and Ann M. Wills, husband and wife hereby lay off plat and subdivide into lots and streets in accordance with the within plat. The within plat shall be known and designated as "William's Addition to Hamilton County, Indiana.

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

All lots in this subdivision 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 roof of the eave, 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 streetGameManager shall be created and maintained no structure or park other than an open city park.

No one story house shall be erected on any lot in this addition having a ground floor area of less than 800 square feet on one or both of side streets designated in the plat as front or side streets.

No No., or electric service which shall be anywhere within the petition shall be made of the public utilities companies, and not including street car or transportation companies, for the installation and maintenance of mains, ducts, poles, lines, sewers, electric and wire service to all time at the expense of the other owner or owners of the streets and open spaces thereon.

No street or other structure shall be erected or maintained on said streets, the sidewalks 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 streets of general as reserved. Also, an easement of right-of-way across lots numbered 4, 5, 6, and 7.

When sanitary sewer systems are not available, septic sewer systems may be used provided the tank and adequate absorption bed is written approval of the Indiana health 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, not on the domestic animals for commercial purposes shall be kept therein.

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

The right to enforce the foregoing provisions, restrictions and covenants by injunctions and actions, at the sole cost and expense of the party in default, as provided in the laws in the state of Indiana, and the by the process of law of any appropriate action, shall be hereby in full force and effect until January 15, 1957 at which time said covenants shall be automatically extended for periods of 10 years, unless 6 months of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Amelioration of any one of these covenants by judgement or court order shall be 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, 1952.

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

Bureau H. Wills
Ann M. Wills

State of Indiana
County of Hamilton

Pursuant to the above plat of said Addition to the像素 county, and as required by the provisions of said plat and as required by the provisions of the plat of said Addition to the county, this plating is submitted to the Hamilton County Commissioners for approval therewith.

My commission expires June 13, 1954.

Approved 7-6-53 by Hamilton County Commissioners.

Wesley R. Hallman
Auditor of Hamilton County

Approved by Hamilton Co. Planning Commission

R. P. Horsley
J. P. Groff

Hamilton County Planning Comm.
The undersigned, Euren H. Willis and Ann M. Willis, husband and wife hereby lay off part and subdivided into lots and streets in accordance with the within plat. The within plat shall be known and designated as "Willowmore an Addition to Hamilton County, Indiana."

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.

The plat 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 story porch.

No one story house shall be erected on any lot in this addition having a ground floor area of less than 700 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, 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 any further than 125 feet from the front line lot except as indicated, nor nearer than 10 feet to the side lot line of any lot in this addition, except that in those 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 re-subdivided into a building lot having an area of less than 20,000 square feet.

There are strips or ground 5 feet in width as shown on the plat marked "Public utility 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 be easements herein reserved. No permanent or other structure shall be erected or maintained on said strips, the owners of which are hereby reserved the right to acquire the use of such damage or any attempted violation, said provision shall be in full force and effect until January 15, 1970 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. Violation of any of these covenants by judgment or for other causes 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. This plat shall be constructed as per specifications approved by the Hamilton County Commissioners, Nov. 5, 1953.

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

Euren H. Willis
Ann M. Willis

State of Indiana
County of Hamilton
J.S.
Personally appeared before me the undersigned a Notary Public in and for said county and State, Euren H. Willis and Ann M. Willis, 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 12, 1956.

Helen Anderson
Notary Public, Marion County, Indiana

Approved 7-6-53 By County Commissioners - Neal Hancock
- W.W. Rashow
- Wesley H. Williams
- Perry A. McCloskey

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

Approved by Hamilton Co. Planning Commission
R. E. Norrey Com
June 29-1953

The above is a true copy recorded July 16, 1953.

Carrie M. Roberts, R. X. C.