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Gene W. Long

WINDY GOLF COURSE

Sheet 1 of 2

DEDICATIONS AND RESTRICTIONS

The undersigned as owners and proprietors of the following 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 shown on said plat are hereinafter dedicated to the public for its use.

1. There are sixteen (16) and seven and one-half (7 1/2) feet in width as shown on this plat which are reserved for Public Utility 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 service thereon as ordered. 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 Utility 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 of through septic tanks of not less than 1,000 gallons capacity. or in lieu of a septic tank a Single Home Aerobic Waste-water System shall be used until such connection can be made. The septic field must conform to the following specifications, after a percolation test is made at the location of the septic field:

Infiltration Results	Sq. Ft./bedrooms	Depth of gravel below tile
0 to 40 min. per inch	300	6"
40 to 50 min. per inch	375	12"
50 to 60 min. per inch	450	12"

3. Adequate drainage must be provided for all crawl spaces. Said real estate shall hereinafter be known as "Fox Subdivision" and consists of 10 lots numbered 1 to 10 consecutively and inclusive.

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 23rd day of August, 1974.

George D. Fox
George D. Fox
Paul E. Fox
Paul E. Fox

Professional Engineer
State of Indiana

has the
same obtained
of August, 1974

and buildings shall not be
traced line and within 15 feet

STATE OF INDIANA:) SS:
COUNTY OF MORGAN:)
Before me, the undersigned a Notary Public, residing and for said State and County, personally appeared George D. Fox and Paul E. Fox as owners and proprietors of the above described real estate, Morgan County, Indiana, and acknowledged the execution of the foregoing instrument and plat to be their voluntary act and deed.

DATED AT Keokuk, Indiana, this 23rd day of August, 1974.

My Commission Expires: April 19, 1975
Paul F. Wilson
Paul F. Wilson
Notary Public



CERTIFICATE OF APPROVAL

Under authority provided by Chapter 17a, Article of 1947 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 County Plan Commission at meeting held this 9th day of September, 1974.

Paul D. Bergant
Paul D. Bergant, Chairman
Robert W. Blunking
Robert W. Blunking, Secretary

"Fox Subdivision" Restrictive Covenants

The undersigned, George U. Fox and wife, known as owners and proprietors of "Fox Subdivision" located in Brown Township, Morgan County, Indiana do hereby identify, restrict and covenant the lots and other area within the boundaries in said subdivision to themselves and their grantees, assigns, successors, heirs, or legal representatives, and to any person, persons, corporations, banks and associations and/or anyone who may obtain title to said lots as to the following terms, stipulations, conditions, restrictions, and covenants to-wit:

- (1) Fully Protective Residential Area: The following covenants, in their entirety shall apply to all of "Fox Subdivision" said subdivision being located in Brown Township, Morgan County, Indiana.
- (2) Land and Building Type: No lot shall be used except for residential purposes, nor shall any lot be subdivided. No building shall be erected, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private attached garage for not more than four cars. In the event the purchaser should buy two lots with the purpose of building one single family dwelling across the center lot line, the lot line restrictions shall not apply to the boundary lines dividing any two said lots.
- (3) Dwelling Size: The ground floor area of the main structure, exclusive on one story porches and garages shall not be less than 1400 square feet in the case of a one story structure, nor less than 900 square feet in the case of a multiple story structure, with no less than 1700 square feet of finished floor area in such multiple story structure.
- (4) Architectural Design and Environmental Control: No building, fence, wall, or other structure shall be erected, placed and altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such structure have been approved as to the conformity and harmony of external design with existing structure herein and as to the building with respect to topography and finished ground elevations by an Architectural and Environmental Control Committee. Also the proposed location of wells, septic systems, destruction of trees and vegetation and any other such matter as may affect the environment and ecology of the "Fox Subdivision" area shall be the proper concern of the Committee. This committee shall be composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and locations, or to designate a representative with like authority. The committee's approval, or disapproval, as required in this covenant shall be in writing. In the event that said written approval is not received from the committee within 20 days from the date of submission, it shall be deemed that the committee be disapproved the presented plan. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.
- (5) Building Construction: Any building once approved and under construction must be completed within one (1) year from the time construction was started. No building shall be on any lot nearer to the front or side property line than the minimum building set-back lines, as shown on the recorded plat.
- (6) Drainage and Utility Easements: The strips of ground marked drainage and utility easements are hereby reserved for the use of Public Utilities, not including transportation companies, for installation and maintenance of poles, mains, ducts, lines and wires and subject at all times to the proper authorities and to the easements herein granted and reserved. These easements are not for the use of and shall not be used for high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the owner of the land at the time said transmission line is to be constructed. The drainage easements may be used by the proper authorities including the Morgan County Ditch Board or by any of the several owners of this subdivision or any other sections of this subdivision for the installation and the maintenance of either surface or subsurface drainage. To accomplish said drainage, the existing grade of said easement may be altered to any grade necessary. In no situation shall any owner block the drainage in any manner along said drainage swales. This covenant hereby grants the Morgan County Ditch Board the authority to accept all drainage and utility easements for the purposes of establishing legal drains.
- (7) Landscaping: All non-wooded lots in this subdivision shall be improved with a minimum of three deciduous type shade trees within one year of the erection of a permanent structure. All lots, whether improved or not, shall be moved by the owner of the lot or their designated representatives a minimum of once per month during the months of April through September.
- (8) Utility Buildings: A utility building may be constructed on each lot, if approved by the Architectural and Environmental Control Committee. This utility building is to be constructed in such manner as to meet the standards of construction as used in the construction of the house. The utility building shall be located behind the main structure of the main dwelling.
- (9) Parking: No vehicle shall be allowed to park on any street within said subdivision

(15) Animals: No animals, except dogs, cats, birds, or other small animals, shall be kept on any lot.

(16) Sexagesimal: No sexagesimal divisions shall be used in any subdivision.

(17) Water: No water shall be used for any purpose other than domestic use.

(18) Signs: No signs shall be placed on any lot.

(19) Fences: No fences shall be erected on any lot.

(20) Streets: No streets shall be opened on any lot.

(21) Streets: No streets shall be opened on any lot.

(22) Streets: No streets shall be opened on any lot.

(23) Streets: No streets shall be opened on any lot.

(24) Streets: No streets shall be opened on any lot.

(25) Streets: No streets shall be opened on any lot.

(15) Animals: No animals, livestock or poultry shall be raised, bred or kept upon any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

(16) Sewage Disposal: No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the Morgan County Board of Health. Approval of such system shall be obtained from said authority. If, in the future, public sewage facilities are made available to the lot owners in this subdivision, each owner therein shall attach to such covenant is hereby granted to the Morgan County Plan Commission, its successors or assigns.

(17) Water Supply: No individual water supply system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Morgan County Board of Health. Approval of such systems shall be obtained from said authority. If, in the future, each owner therein such systems are made available to the lot owners in this subdivision, each owner shall attach to such facilities within two (2) years of the availability date. Right of enforcement of this covenant is hereby granted to the Morgan County Plan Commission, its successors or assigns.

(18) Sight Distance at Intersections: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street or property lines, and a line connecting them at points 25 feet from the intersections of the street and property lines, or in case of a rounded property corner, from the intersection of the street and property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley placement. No trees shall be permitted to remain within such distance to prevent obstruction of such sight lines.

(19) Fences: No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light, air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence shall be erected between the front property lines and the building set-back line other than a fence of a decorative nature not exceeding three (3) feet six (6) inches in height.

(20) Storage Tanks: Oil or gas storage tanks shall be either buried or located in a house or garage area.

(21) Signs: No sign of any kind shall be displayed to the public view upon any lot, except that one sign of not more than 5 square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Except that, any sign required by law may be displayed.

(22) Hunting or Trapping: No hunting or trapping shall be allowed on any lot or other area within the boundaries of "Fox Subdivision".

(23) Enforcement: If the parties hereto or any of them, their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person, or persons owning any lot or lots in said subdivision to prosecute by any proceeding at law or equity the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. A violation of any restriction herein will not result in reversion or forfeiture of title.

(24) Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, 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 in part.

(25) Severability: Validation of any one of these covenants, by court order, shall in no way, affect any of the other provisions, which shall remain in full force and effect.

The said Party as Owners and Proprietors of the above described Subdivision has herunto set their hands and seals this 23rd of August, 1974.

George D. Fox
George D. Fox
Opal E. Fox
Opal E. Fox

Witness my hand and seal of said county and state, this 23rd day of August, 1974, at the County Clerk's Office, Morgan County, Indiana, and acknowledged the execution of this instrument as their voluntary act and deed.