

ENTERED FOR TAXATION:
final acceptance for transfer
of Nov 1994

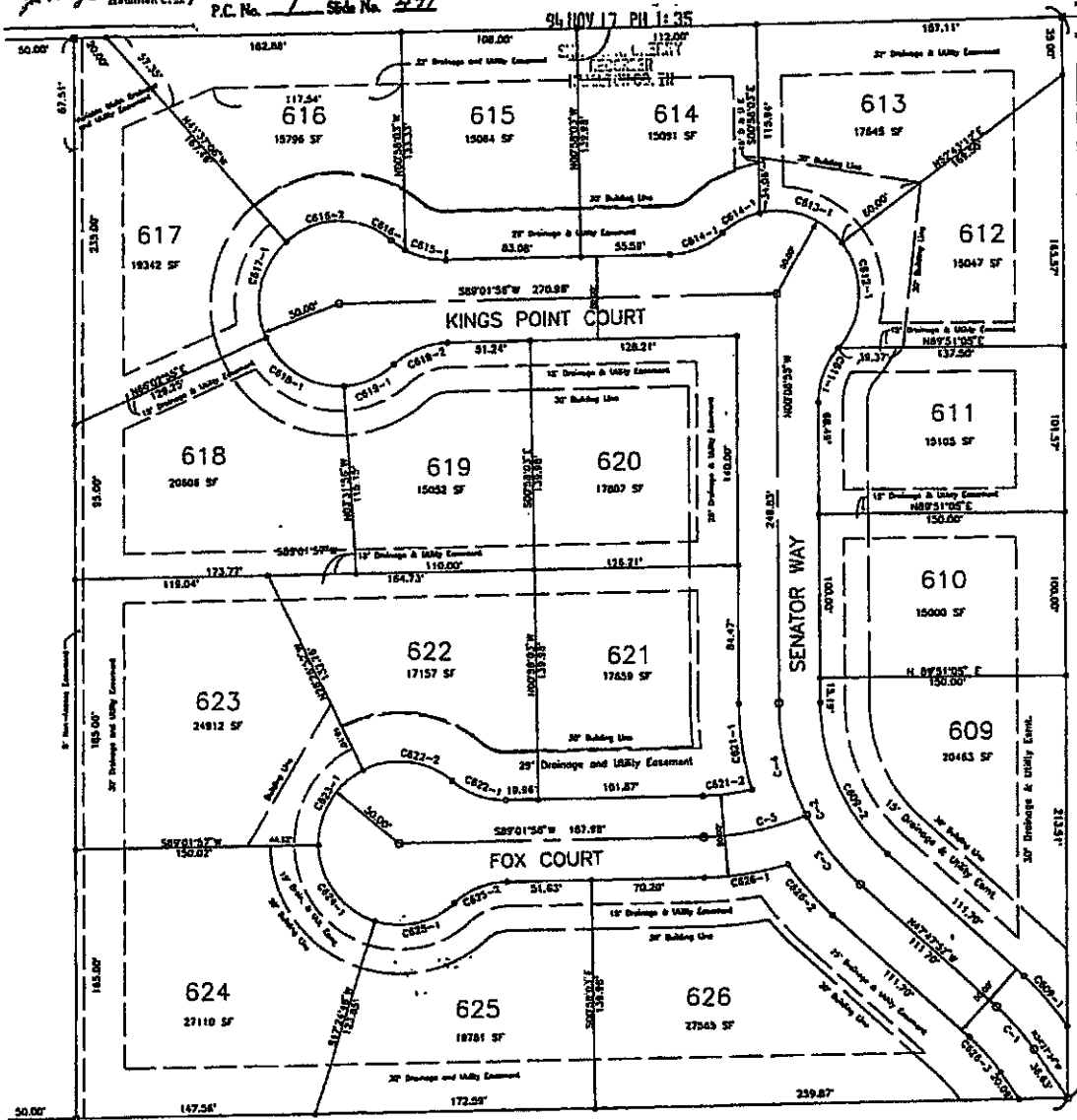
VILLAGE FARMS FOURTEENTH SECTION

A. H. Weihe
Allan H. Weihe
Hamilton County

Instrument No. **9447668**
P.C. No. 1 Slide No. 1171

RECEIVED
NOV 17 1994

94 NOV 17 PM 1:35



CURV STR		
Curve #	Length	Date
609-1	40.74'	12/20/88
609-2	103.95'	4/28/87
609-3	36.14'	1/23/88
609-4	68.54'	7/8/87
609-5	36.63'	6/25/83
609-6	38.24'	8/21/85
609-7	38.14'	4/23/83
609-8	28.09'	2/23/88
609-9	10.05'	1/23/88
609-10	50.00'	8/20/87
609-11	63.12'	7/18/87
609-12	60.72'	8/24/85
609-13	33.90'	3/25/82
609-14	36.14'	4/23/83
609-15	33.11'	1/23/88
609-16	30.37'	1/14/85
609-17	36.14'	4/23/83
609-18	58.33'	8/24/85
609-19	50.30'	6/31/81
609-20	62.50'	7/27/81
609-21	32.18'	3/27/82
609-22	36.14'	4/23/83
609-23	32.20'	1/22/87
609-24	41.22'	1/22/87
609-25	29.10'	1/22/87

I, the undersigned,
of Indiana, hereby
survey and subdivide
Section 14, Township
North, Hamilton
County, Indiana,
containing of the
of Section 14, Town-
ship, Hamilton
County, Indiana, 53
acres, of said
of said Northwest 1/4
of the Village Farms
recorded in Ind. Plat
133 in the Office of
Indiana, Thomas Wei-
he and the Village
Farms, 53
acres, more or less,
of said Section 14, in
Hamilton County, In-
diana, and West 5/8
of said Section 14, in
Hamilton County, In-
diana, containing 133
acres, more or less,
Subject to all legal
This subdivision was
made in accordance
with the laws of
the State of Indiana
and is approved as
shown in Exhibit A
Witness my signature
Allan H. Weihe
Allan H. Weihe, Reg.

Northwest corner, Northwest Quarter
Section 14, Township 18 North, Range
10 East, P.3, p. 131-133
Hamilton County, Indiana

N 89°01'57" E - 660.00'
VILLAGE FARMS SIXTH SECTION

Note: Property lines at all street intersections shall be rounded off by an arc having a radius of 25 feet. The dimensions shown on this plat are to the point of intersection of the tangents on said arc.

This instrument prepared by Allan H. Weihe



Allan H. Weihe
ALLAN H. WEIHE, REG. L.S. INDIANA 10398

PREPARED FOR:
R. L. WILFONG
1350 GREYHOUND COURT
CARMEL, INDIANA

PREPARED BY:
WEIHE ENGINEERS, INC.
10505 NORTH COLLEGE AVENUE
INDIANAPOLIS, INDIANA 46280
Phone: 846-6611

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VILLAGE FARMS FOURTEENTH SECTION

RECORDED
MAY 11 1900

The undersigned, VILLAGE FARMS SOUTH by Ralph Wulong, Managing Partner, owner of real estate described in the plat of THE VILLAGE FARMS, FOURTEENTH SECTION, does hereby lay off, plat and subdivide the same in accordance with the foregoing plat of the VILLAGE FARMS, FOURTEENTH SECTION.

This subdivision shall be known and designated as "THE VILLAGE FARMS FOURTEENTH SECTION", and shall be subject to the following:

1. All streets shown and not heretofore dedicated are hereby dedicated to the public for its use.

2. There are strips of ground as shown on the within plat marked "Utility Easement" (UE); "Drainage Easement" (DE); "Sewer Easement" (SE); & "Trail Easement" (TE), either separately or in any combination of the five, which are reserved for the use of the public utility companies, governmental agencies or other owners in the addition as follows:

(a) "Utility Easements" (UE) are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires and also all rights and uses specified for sewer easements as hereinafter designated:

(b) "Drainage Easements" (DE) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of this and adjoining ground and/or the public drainage system;

(c) "Sewer Easements" (SE) are created for the use of the local governmental agencies or private utilities having jurisdiction over the storm and sanitary waste disposal system of said city or county for the purpose of installation and maintenance of sewers that are a part of its system;

(d) "Trail Easements" (TE) are created for the use of the lot owners of this addition and any neighboring section or subdivision bearing the same name, their respective families, guests and invitees, for horseback riding, jogging, bicycling, or walking trails.

The owners of all lots in this addition will take title subject to the rights of the public utilities, governmental agencies and the rights of other owners in this addition to said easements herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated. No permanent or other structure shall be erected or maintained upon said easements, including fences or temporary structures of any kind.

7. All lots in this subdivision shall be known and designated as residential lots. No residential building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling.

4. No building shall be erected, placed or altered on any lot in this subdivision unless and until the plat plan showing the location of such building have been approved as to conformity and harmony of external design and location with existing structures in the subdivision and as to the topography and finished ground elevation of such lot by Ralph L. Wulong ("Owner") or any person to whom the right of such approval has been assigned by Owner. PROVIDED, however, that such requirement shall be conclusively deemed satisfied for all purposes if any such building or alteration is substantially completed without the filing by Owner or any such assignee of an action to enjoin such building or alteration. The requirements set forth in this paragraph may be assigned only in writing by Owner to any person or entity and may be waived in writing by Owner to any

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having jurisdiction over the storm and sanitary waste disposal system of said city or county for the purpose of installation and maintenance of sewers that are a part of its system;

(d) "Trail easements" (TE) are created for the use of the lot owners of this addition and any neighboring section or subdivision bearing the same name, their respective families, guests and invitees, for horseback riding, jogging, bicycling, or walking trails.

The owners of all lots in this addition will take title subject to the rights of the public utilities, governmental agencies and the rights of other owners in this addition to said easements herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated. No permanent or other structure shall be erected or maintained upon said easements, including fences or temporary structures of any kind.

3. All lots in this subdivision shall be known and designated as residential lots. No residential building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling.

4. No building shall be erected, placed or altered on any lot in this subdivision unless and until the plot plan showing the location of such building have been approved as to conformity and harmony of external design and location with existing structures in the subdivision and as to the topography and finished ground elevation of such lot by Ralph L. Wilson ("Owner") or any person to whom the right of such approval has been assigned by Owner. PROVIDED, however, that such requirement shall be conclusively deemed satisfied for all purposes if any such building or alteration is substantially completed without the filing by Owner or any such assignee of an action to begin such building or alteration. The requirements set forth in this paragraph may be assigned or assign with writing by Owner to any person or entity and may be waived in writing by Owner to any successor or assign with respect to any lot or lots.

5. Owner retains the ownership of the Common Properties and reserves the right to place of record an instrument entitled "Declaration of Covenants and Restrictions," such Declaration of Covenants and Restrictions shall contain such terms, conditions and provisions as are deemed advisable by Owner for the development and preservation of the real estate herein described. Such Declaration of Covenants and Restrictions may at the option of Owner provide for among other things, the following:

(a) The formation of a not-for-profit corporation to which corporation Owner shall have the option of conveying all or part of the Common Properties.

(b) The reservation of Common Properties shown in this plot for the common use and enjoyment by the owners of lots within the subdivision and by owners of other real estate designated by owner, which real estate may be described in such Declaration of Covenants and Restrictions, or which Declaration of Covenants and Restrictions may provide for methods of subjecting other real estate to the terms thereof or enabling other real estate to have the benefits of such Common Properties.

(c) The maintenance and repair of Common Properties, the payment of taxes and insurance thereon and such other matters relating to the Common Properties, and the creation of liens upon real estate for failure to pay such costs or an appropriate share thereof.

(d) The continued ownership of the Common Properties by Owner or his successors or assigns until such time as Owner deems it appropriate to convey the same to said not-for-profit corporation or some other entity.

(e) Subject to Covenants and Restrictions relating to the development, operation and maintenance of said real estate as Owner deems appropriate.

Such Declaration of Covenants and Restrictions shall be effective from the time the same are placed of record in Hamilton County, as against all lots in the subdivision not theretofore conveyed by Owner to other persons or entities and shall be effective, valid and binding upon lots theretofore conveyed only if the record

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*. no building shall be erected, placed or altered on any lot in this subdivision unless and until the plat plan showing the location of such building have been approved and as to the topography and finished ground elevation and location with existing structures in the subdivision and as to the topography and finished ground elevation of such lot by Ralph L. Wilson ("Owner") or any person to whom the right of such approval has been assigned by Owner; PROVIDED, however, that such requirement shall be conclusively deemed satisfied for all purposes if any such building or alteration is substantially completed without the filing by Owner or any such assignee of an action to enjoin such building or alteration. The requirements set forth in this paragraph may be assigned or assign in writing by Owner to any person or entity and may be waived in writing by Owner to any successor or assign with respect to any lot or lots.

5. Owner retains the ownership of the Common Properties and reserves the right to place of record an instrument entitled "Declaration of Covenants and Restrictions," such Declaration of Covenants and Restrictions shall contain such terms, conditions and provisions as are deemed advisable by Owner for the development and preservation of the real estate herein described. Such Declaration of Covenants and Restrictions may at the option of Owner provide for, among other things, the following:

(a) The formation of a not-for-profit corporation to which corporation Owner shall have the option of conveying all or part of the Common Properties.

(b) The reservation of Common Properties shown in this plat for the common use and enjoyment by the owners of lots within the subdivision and by owners of other real estate designated by owner, which real estate may be described in such Declaration of Covenants and Restrictions, or which Declaration of Covenants and Restrictions may provide for methods of subjecting other real estate to the terms thereof or enabling other real estate to have the benefits of such Common Properties.

(c) The maintenance and repair of Common Properties, the payment of taxes and insurance thereon and such other matters relating to the Common Properties, and the creation of liens upon real estate for failure to pay such costs or an appropriate share thereof.

(d) The continued ownership of the Common Properties by Owner or his successors or assigns until such time as Owner deems it appropriate to convey the same to said not-for-profit corporation or some other entity.

(e) Subject to Covenants and Restrictions relating to the development, operation and maintenance of said real estate as Owner deems appropriate.

Such Declaration of Covenants and Restrictions shall be effective from the time the same are placed of record in Hamilton County, as against all lots in the subdivision not theretofore conveyed by Owner to other persons or entities and shall be effective, valid and binding upon lots theretofore conveyed only if the record owner thereof joins therein.

6. A duct to down light of the type approved by Owner shall be installed on each lot in front of the front building line.

7. No water of any type other than sanitary sewage effluent shall be permitted to flow in the sanitary sewer system; that is to say, no basement drains or roof drains, or other sources of non-sanitary water or liquids, either during or after construction shall be permitted to flow into the sanitary sewer system.

8. Building lines on the plat measured in feet from the street property line are hereby established between which line and the street property line there shall be erected or maintained no building structure of any kind or part thereof.

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9. Sideyard setback lines shall not be less than twelve (12) feet from the side line of the lot on a side and a total of both side yards shall not be less than twenty percent (20%) of the entire width of the lot.

10. The rear setback line shall be not less than thirty (30) feet from the rear property line.

11. No residence shall be erected or maintained on any lot in this subdivision having a ground area, exclusive of open porches and garages, of less than 1900 square feet in the case of one-story structures, and 1200 square feet in the case of higher structures.

12. Any person or persons acquiring title to any portion of the real estate in this subdivision shall take the same subject to all of the terms, provisions, covenants, and restrictions herein contained and those contained in any Declaration of Covenants and Restrictions placed of record in Hamilton County, Indiana, by Owner prior to the acquisition of title by such person and subject to any amendments or any supplements to any such Declaration of Covenants and Restrictions heretofore or hereafter made pursuant to the terms of such Declaration of Covenants and Restrictions.

13. If the parties hereto, or any of them, their heirs or assigns shall violate or attempt to violate any of the covenants, restrictions, provisions, terms or conditions herein, it shall be lawful for any person owning real estate in this subdivision, to prosecute any proceeding at law or in equity against any persons violating or attempting to violate any such covenants and to recover damages or other remedies for such violation.

14. The restrictions, covenants and provisions set forth herein shall run with the land and shall remain in full force and effect until January 1, 1995, at which time said covenants shall automatically be extended or successive periods of ten (10) years, unless by vote of a majority of the then owners of said lots in this subdivision it is agreed to change said covenants in whole or in part.

15. The invalidity of any of the foregoing covenants, restrictions, provisions, terms or conditions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Witness my signature this 22nd day of August, 1994

Ralph L. Wilgong
RALPH L. WILGONG, MANAGING PARTNER VILLAGES SOUTH
COUNTY OF HAMILTON, INDIANA
STATE OF INDIANA:

Before me, the undersigned, a Notary Public in and for said County and State, appeared Ralph L. Wilgong, Managing Partner Villages Farms South who acknowledged the foregoing instrument as his voluntary act and deed for the use and purpose therein expressed, and affixed his signature thereto.

Witness my hand and Notarial Seal this 22nd day of August, 1994

Arthur J. Stewart

MANAGING PARTNER'S usage forms down and encouraging the purveyor instrument as the ordinary use and were
for the use and purpose therein expressed, and affixed his signature thereto.

Witness my hand and Notarial Seal this 22nd day of August, 1994

Patricia R. Emerit
Notary Public

My Commission Expires:

PATRICIA R EMERIT
NOTARY PUBLIC STATE OF INDIANA
HAMILTON COUNTY
MY COMMISSION EXP. JULY 31, 1996

COUNTY COMMISSIONERS CERTIFICATE

UNDER AUTHORITY PROVIDED BY INDIANA CODE 36-7-3, THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF HAMILTON, INDIANA, AT A MEETING HELD

Steven C. Dillinger _____

Steven A. Holt _____

William Harris _____

JON OOLE _____

William R. Kase
PRESIDENT

Auditor

Commission Certificate:

UNDER AUTHORITY PROVIDED BY IC 18-7-5, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF WESTFIELD AS FOLLOWS:
APPROVED BY THE WESTFIELD WASHINGTON TOWNSHIP PLAN COMMISSION AT A MEETING HELD

WESTFIELD WASHINGTON TOWNSHIP PLAN COMMISSION

ANGELA PRESTON _____ President

SUE ELLEN JOHNSON _____ Secretary

(Seal)

This instrument prepared by Ralph L. Wilfong