

WOODLAND GOLF CLUB SECTION SIX

DEED RECORD 136

PAGES 545-546

DATED November 29, 1951 RECORDED December 3, 1951

Entry No.

Page No. 1

Restrictions - Woodland Golf Club Subdivision

The undersigned; William H. Diddel and Helen C. Diddel, his wife; certify that they do hereby lay off, plat and subdivide into lots in accordance with this plat, the real estate mentioned in the foregoing certificate to be known and designated as Woodland Golf Club Subdivision.

There are strips of ground shown on the within plat marked "Utility Strips; which are hereby reserved for the use of Public Utilities 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 proper public authority and to the easement herein reserved. No permanent or other structures shall be erected or maintained on said strips. The owners of such lots in this Subdivision, however, shall take their titles subject to the rights of the Public Utilities Companies and to those owners of lots in this Subdivision, to said easement herein granted for ingress and egress in, along, across and through the strips of ground so reserved.

All lots in this Subdivision shall be known as residential lots. Only one single detached family dwelling with accessory buildings and not exceeding two and one-half stories in height, may be erected and maintained on any platted lot therein. Front and side building lines are established as shown on this plat, between which lines and the property lines, there shall be erected and maintained no structure or part thereof other than an open one-story porch. No structure shall be erected and maintained nearer than fifteen feet to any lot line except a detached garage or other accessory building located one hundred fifty feet or more from the front property line.

No residence shall be erected or placed on any building plot which has an area of less than 10,000 square feet or a width of less than 70 feet at the front building line.

No noxious or offensive trade or activity shall be carried on upon any lot in this Subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a resident.

No dwelling shall be permitted on any lot in this Subdivision having a ground floor area of less than 900 square feet of the main structure exclusive of open porches and garages, nor less than 720 square feet in the case of two or two and one half story structure.

No building shall be erected, placed or altered on any building plot in this Subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing buildings in the Subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Robert Smith, Edward E. McLaren and William H. Diddel, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design or location, or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in event no suit to enjoin the erection of such building, or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant be deemed to have been fully complied with. Neither the members of this committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representative shall cease on and after five years from the date of signing this covenant. Thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then recorded owners of the majority of the lots in this Subdivision and duly recorded, appointing a representative of representatives, who shall thereafter exercise the same powers previously exercised by said committee.

Individual wells shall be permitted provided location, sufficiency of supply and purity is approved by the proper public authority. Both private or semi-private water supply and sewer disposal systems may be located on the same building plot or within, or adjacent to this Subdivision to serve any building ploy provided written approval has been given by the proper public authority; stating that

such water supply and sewage disposal systems are satisfactory to serve such lots, taking into consideration the conditions and hazards which can reasonably be expected to exist when all lots to which these covenants apply, have been built up with houses, and further provided that (a) No septic tank shall be closer than 20 feet, and no tile absorption field shall be closer than 30 feet to a dwelling - 50 feet to a well - 25 feet to a stream or 5 feet to a property line or where the surface or ground water flow is toward the well or dwelling and an absorption field of not less than 200 feet in length of open joint agricultural tile shall be provided laid to a grade of not more than 4 inches in 100 feet - not more than 24 inches below the surface of the ground with lines not less than 10 feet apart, and (b) No leaching cesspool shall be located in this Subdivision, and no other sanitary provision or device shall be employed or permitted on any lot in this Subdivision prior to the availability of a sanitary sewer system.

The streets in this addition heretofore not dedicated are hereby dedicated to the public for their use.

The right to enforce the foregoing provisions, restrictions and covenants by injunction together with the right to cause the removal by process of law any septic tank, absorption bed or structure, erected or maintained in violation thereof, is hereby dedicated to the public and reserved to the owners of the several lots in this Subdivision, their heirs and assigns, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners by or through any such violation or attempted violation. Such provision shall be in full force and effect until July 1, 1971 at which time such covenants shall be automatically extended for successive periods of 10 years, unless by a vote of a majority of the then owners of the lots, it is then agreed to change the covenants in whole or in part. Invalidation of any 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.

Witness our signatures this 29 day of November 1951.

William H. Diddel  
Helen C. Diddel

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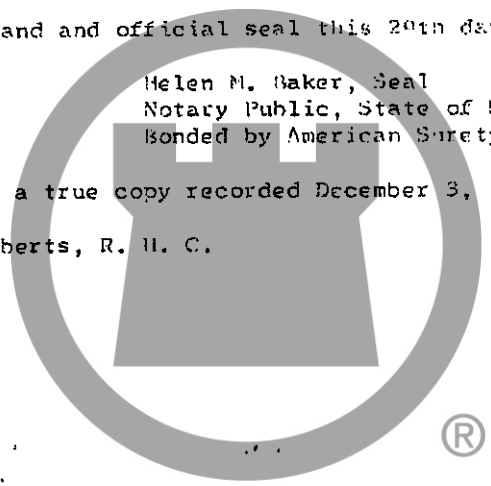
State of Florida  
County of Volusia

Witness my hand and official seal this 20th day of November,  
1951.

Helen M. Baker, Seal  
Notary Public, State of Florida at large  
Bonded by American Surety Co. of N. Y.

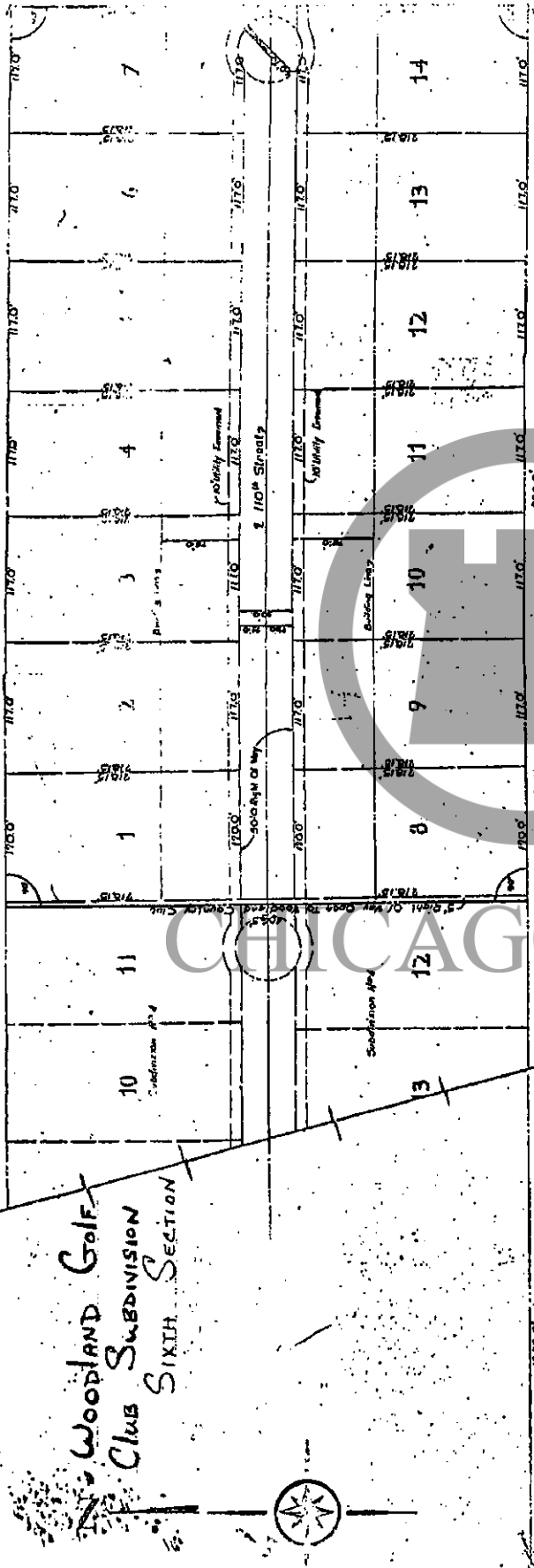
The above is a true copy recorded December 3, 1951.

Carrie H. Roberts, R. H. C.



CHICAGO TITLE

**WOODLAND GOLF CLUB SUBDIVISION SIXTH SECTION**



**PLAT PLAN**  
Scale 1/4" = 10'

30772

RECEIVED IN DEEDS  
MAR 23 1899

5271

RECEIVED IN DEEDS  
MAR 23 1899

The Undersigned, J. W. Fisher, the Clerk of the County of Cook, Illinois, do hereby lay off and Subdivide into Lots in Accordance with the Plat the Golf Course mentioned in foregoing Certificate to be known and designated as Woodland Golf Club Subdivision No. 1, in the Township of North Branch, Range 1 East, Section 6, Township 36 North, Range 1 East, Meridian County, Indiana, described as follows: ...

J. D. Owen, Civil and Mechanical Engineer, in the State of Indiana, County of Hamilton, do hereby certify that the above described plat of the Woodland Golf Club Subdivision No. 1, in the Township of North Branch, Range 1 East, Meridian County, Indiana, described as follows: ...

Witness My Hand and Seal this 23rd day of March, 1899.

Approved by the above County Primary Committee

*Raymond*

Notary Public for Hamilton County

Witness My Hand and Seal this 23rd day of March, 1899.

Entry No. Page No.  
 DECLARATION OF CONDITIONS AND RESTRICTIONS  
 APPLICABLE TO CERTAIN REAL ESTATE

THIS INDENTURE executed this 5th day of August, 1941, by WILLIAM H. DIDEL and KATHRYN BRUBECK DIDDEL, husband and wife, of Marion County, Indiana, WITNESSETH:

WHEREAS, said William H. Diddel and Kathryn Brubeck Diddel, as husband and wife, are the owners of real estate in Hamilton County, Indiana, in which is included the following, to-wit:

A part of the North Half of the Northwest Quarter of Section 6, Township 17, North, Range 4 East, described as follows Beginning at the Northwest corner of said Northwest Quarter of Section 6, Township 17 North, Range 4 East and running thence South along the West line of said Quarter Section a distance of 1149.2 feet; thence East 600 feet to a point; thence North parallel with the West line of said Quarter Section to the North line of said Quarter Section; thence West along the North line of said Quarter Section 600 feet more or less to the place of beginning, and

WHEREAS, said Diddels contemplate selling off said real estate in small tracts and parcels and desire to place certain conditions and restrictions upon the use thereof;

NOW, THEREFORE, in consideration of the benefits to accrue to said Diddels and future owners of said above described real estate, or parts thereof, the undersigned William H. Diddel and Kathryn Brubeck Diddel hereby declare that said real estate, and each parcel or tract thereof separately sold therefrom, shall be owned and held by said Diddels, their heirs, executors, grantees and assigns subject to the following covenants, conditions and restrictions, to-wit:

1. No part, parcel or tract of said above described real estate shall be sold therefrom of a size less than 30,000 square feet; and no part, parcel or tract thereof fronting on the public road, which runs along the West side of said above described real estate (now known as State Road No. 431) shall front less than 100 feet on said road and no part, parcel or tract thereof sold therefrom fronting on the County Road which runs along the North side of said above described real estate shall have a frontage of less than 100 feet along said County Road.

2. No dwelling shall be built upon any part, parcel or tract of said real estate sold from said above described real estate and fronting upon either of said roads which shall cost less than \$7500.00.

3. Said real estate above described and no tract, part of parcel sold therefrom shall be used for business, industrial or commercial purposes.

4. No dwelling or other improvement or structure shall be built upon said real estate, or any part thereof, within 100 feet of the East line of said State Road 431, which runs along said above described real estate on the West side thereof.

5. These conditions and restrictions shall continue and be in full force and effect for a period of 20 years from the date hereof and no longer.

The above conditions and restrictions shall be binding upon the undersigned William H. Diddel and Kathryn Brubeck Diddel, husband

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and wife, and upon their heirs, executors, grantees and assigns and same shall constitute covenants running with said land and each tract, parcel and part thereof sold therefrom and may be enforced by the owner or owners of any part thereof in any court of competent jurisdiction by injunction or other appropriate remedy.

Signed this 5th day of August, 1941.

William H. Diddel  
Kathryn Brubeck Diddel

STATE OF INDIANA )  
COUNTY OF MARION ) SS:

Before me, the undersigned, a notary public, in and for the County and State aforesaid, personally appeared this day William H. Diddel and Kathryn Brubeck Diddel, and acknowledged the execution of the above and foregoing Declaration of Conditions and Restrictions Applicable to Certain Real Estate.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 5th day of August, 1941.

Gertrude Link  
Notary Public

My commission expires April 5 - 1944.

The above is a true copy recorded August 6, 1941..

Chester A. Roberts, R. H. C.

Note: The East line of the above described tract overlaps part of the West line of Woodland Golf in Deed Record 136 page 545.

# CHICAGO TITLE