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**DECLARATION OF COVENANTS GOVERNING  
WEEPING WILLOW ESTATES  
AND WEEPING WILLOW ESTATES, 1<sup>ST</sup> ADDITION**

The undersigned, Thomas Richard Maher and Marcia K. Maher, being the owners, dividers, and developers of the real estate contained within the boundaries of Weeping Willow Estates as the same appears on the plat thereof, which plat was recorded on October 2, 1997 in Plat Book 31, at Page 88, and Weeping Willow Estates 1<sup>st</sup> Addition as the same appears on the plat thereof, which plat was recorded on December 10, 1998 in Plat Book 32 at Page 112, both in the records of the Vigo County Recorder's Office, desires to subject said real estate contained within both Weeping Willow Estates and Weeping Willow Estate 1<sup>st</sup> Addition to the covenants and restrictions herein described, each and all of said property, and each and every parcel thereof, and shall apply to and bind the owners thereof, their successors and interest, grantees and assigns of whatever nature, and shall be held, transferred, sold or otherwise conveyed, subject to said following said covenants and restrictions.

The property which is hereby made and shall henceforth be subject to these protective covenants and restrictions as herein set forth is the real estate of Weeping Willow Estates and Weeping Willow Estates 1<sup>st</sup> Addition, and which real estate located in Fayette Township, Vigo County, State of Indiana, is more particularly described as follows, to-wit:

**WEEPING WILLOW ESTATES**

**LEGAL DESCRIPTION, LOT 1 THROUGH LOT 3:**

A part of the Southwest Quarter of Section 32, Township 13 North, Range 9 West of the 2<sup>nd</sup> P.M., Fayette Township, Vigo County, Indiana, more particularly described as follows: Commencing at the southwest corner of said Section 32 (not found, calculated), thence North 00° 10' 46" East (assumed bearing) on the west line of said Section 32 a distance of 248.20 feet to the point of beginning of this description; thence continuing on the west line of said Section 32 on a bearing of North 00° 10' 46" East a distance of 380.00 feet; thence South 89° 49' 14" East a distance of 50.00 feet to the beginning of a curve; thence along the arc of a curve to the left a distance of 87.94 feet to the end of said curve (radius 75.00', central angle 67° 10' 46", chord S33°24'37"E 82.99'); thence South 67° 00' 00" East a distance of 519.10 feet to the beginning of a curve to the left; thence along the arc of the curve to the left a distance of 21.03 feet (radius 25.00', central angle 48° 11' 23", chord N88°54'19"E 20.41') to the end of the curve to the left and the beginning of a curve to the right; thence along the arc of a curve to the right a distance of 127.42 feet (radius 50.00', central angle 146° 00' 48", chord S42°16'59"E 95.63'); thence South 00° 01' 28" West a distance of 285.72 feet to a point in the south line of said Section 32; thence along the south line of said Section 32 on a bearing of North 89° 58' 40" West a distance of 282.88 feet; thence North 56° 34' 47" West a distance of 450.90

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feet to the point of beginning. Containing 5.9819 acres, more or less. Subject to any Grants, Easements, Mineral Rights, or Right of Ways of Record Also an Easement for Ingress/Egress and Public Utilities over a strip 50.00 feet of even width, the centerline is described as follows: Beginning at a point near the centerline of the Bolton Road, said point being North  $00^{\circ} 10' 46''$  East 1532.43 feet and South  $90^{\circ}$  West 142.07 feet from the southwest corner of Section 32, T13N, R9W, thence South  $00^{\circ} 06' 06''$  West 136.61 feet to the beginning of a curve to the left, thence along the arc of the curve to the left a distance of 78.67 feet to the end of said curve (radius 75.00', central angle  $60^{\circ} 06' 06''$ , tangent 43.39'); thence South  $60^{\circ} 00' 00''$  East 104.54 feet to the beginning of a curve to the right; thence along the arc of the curve to the right a distance of 78.77 feet to the end of said curve (radius 75.00', central angle  $60^{\circ} 10' 46''$ , tangent 43.46'); thence South  $00^{\circ} 10' 46''$  West 585.15 feet to the beginning of a curve to the left; thence along the arc of the curve to the left a distance of 117.25 feet to the end of said curve (radius 100.00', central angle  $67^{\circ} 10' 46''$ , tangent 66.41'); thence South  $67^{\circ} 00' 00''$  East 575.00 feet to the center of a cul de sac having a 50.00 foot radius, the terminus point.

AND

### WEeping WILLOW ESTATES, 1<sup>ST</sup> ADDITION

#### LEGAL DESCRIPTION, LOT 4 THROUGH LOT 12.

A part of the Southwest Quarter of Section 32, Township 13 North, Range 9 West of the 2<sup>nd</sup> P.M., Fayette Township, Vigo County, Indiana, more particularly described as follows: Commencing at the southwest corner of said Section 32 (not found, calculated), thence North  $00^{\circ} 10' 46''$  East (assumed bearing) on the west line of said Section 32 a distance of 628.20 feet to the point of beginning of this description; thence continuing North  $00^{\circ} 10' 46''$  East on the west line of said Section 32 a distance of 402.51 feet; thence South  $81^{\circ} 38' 58''$  West a distance of 167.43 feet to a 1/2" Iron Pine/Cap (found, Crowley, S81<sup>o</sup>13'W169' Deed); thence North  $00^{\circ} 06' 06''$  East a distance of 500.17 feet to a 1/2" Iron Pipe/Cap (found, Crowley); thence North  $00^{\circ} 01' 49.5''$  East 21.21 feet to a P.K. Nail (found) near the center of Bolton Road; thence along or near the center of Bolton Road on a bearing of North  $79^{\circ} 27' 48''$  East a distance of 50.90 feet; thence South  $00^{\circ} 06' 06''$  West a distance of 141.30 feet to the beginning of a curve to the left; thence along the curve to the left an arc distance of 52.45 feet to the end of said curve (radius 50.00 feet, central angle  $60^{\circ} 06' 06''$ , chord direction S29<sup>o</sup>56'57"E 50.08'); thence South  $60^{\circ} 00' 00''$  East a distance of 104.54 feet to the beginning of a curve to the right; thence along the curve to the right an arc distance of 105.03 feet to the end of said curve (radius 100.00 feet, central angle  $60^{\circ} 10' 46''$ , chord direction S29<sup>o</sup>54'37"E 100.27'); thence South  $00^{\circ} 10' 46''$  West a distance of 180.42 feet; thence South  $86^{\circ} 31' 01''$  East a distance of 84.69 feet to an existing 5/8" Iron Pin in concrete monument; thence continuing South  $86^{\circ} 31' 01''$  East a distance of 248.05 feet to an existing 5/8" Iron Pin in concrete monument; thence South  $86^{\circ} 24' 47''$  East a distance of 275.61 feet to an existing 5/8" Iron Pin in concrete monument; thence South  $00^{\circ} 01' 28''$  West a distance of 658.64 feet to a 5/8" Iron Pin/Cap (set) on the arc of the cul de sac circle; thence along the arc of said circle on a curve to the left an arc distance of 73.66 feet (radius 50.00 feet, central angle

84° 24' 53", chord direction N72°58'56.5"W 67.18') to the beginning of a curve to the right; thence along said curve to the right an arc distance of 21.03 feet to the end of said curve (radius 25.00 feet, central angle 48° 11' 23", chord direction S88°54'18.6"W 20.41'); thence North 67° 00' 00" West a distance of 519.10 feet to the beginning of a curve to the right; thence along the arc of said curve to the right an arc distance of 87.94 feet to the end of said curve (radius 75.00 feet, central angle 67° 10' 46", chord direction N33°24'37"W 82.99'); thence North 89° 49' 14" West a distance of 50.00 feet to the point of beginning. Containing 10.01 acres.

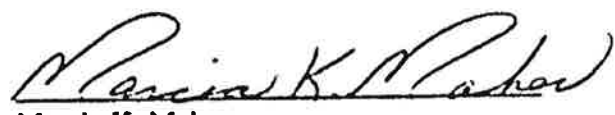
#### COVENANTS:

1. All lots in this subdivision shall be known and designated as single family residential lots with no businesses allowed of any type except as provided herein. It is declared that Thomas Richard Maher and Marcia K. Maher may maintain an office for the sale of lots and other related business purposes for Weeping Willow Estates.
2. No other structures shall be erected, altered, placed, or permitted to remain on any residential lot other than a single family dwelling; storage buildings are allowed providing that they are color coordinated to match dwelling house, no smaller than 8' x 10', no larger than 12' x 22'.
3. All single family dwellings must be at least or exceed 1,750 sq. ft. of living space and all garages must be attached to dwelling and be at least a two-car garage. The construction plans for each residential structure and outbuilding to be situated on the subject lot shall be first approved by the developer of the subdivision in writing before construction will be allowed to be commenced. No mobile or modular homes will be allowed and all dwellings are to be constructed on the building site.
4. No boat, travel trailer, camper of any kind, commercial vehicle, or inoperative vehicle or the like, shall be kept or parked except inside a garage or within a privacy fenced back yard.
5. A private sanitary system shall be installed for each dwelling erected. Such private sanitary system shall be of design and construction and so located on the lot as to be approved in writing by the Vigo County Board of Health.
6. No animals or poultry of any kind, other than those classified as house pet, shall be maintained, reared or harbored on any lot in this subdivision. All house pets must be fenced and for example, doghouses must be color coordinated to match the house.
7. No use shall ever be carried on upon any lot nor shall anything be done therein which may become an annoyance or a nuisance to the neighborhood.

8. Trash must be stored in approved container or within garage area so as not to disrupt the looks of the subdivision.
9. Recreation structures, including but not limited to swing set, playground equipment and basketball goals shall be constructed in a manner as to conformity and harmony of external design in keeping with the high standards of the subdivision. Swimming pool must be enclosed by a privacy fence, and any out building for said pool must match exterior of the dwelling house.
10. Any structure once started is to be completed within a period not to exceed twelve (12) months from the date of commencement of construction. This provision to include exterior site work and planting and seeding of lawn.
11. The Weeping Willow Homeowner's Association shall be formed, and each owner having one vote in decisions, relative to the association. Each owner of a lot in the subdivision will be a member of the Weeping Willow Homeowner's Association and shall be subject to rules, regulations and assessments adopted by the homeowner's association.
12. The Weeping Willow Homeowner's Association fee of Two Hundred Dollars (\$200.00) will be paid to the Weeping Willow Homeowner's Association Trust Account one year from closing of house and every year thereafter for the payment of the following:
  - (a) Maintenance of the common area, including landscaping, repair and replacement of entrance signage, and landscaping, and any other maintenance and repairs for the subdivision as approved by the homeowner's association.
13. If after the initial roads of the subdivision have been completed with rock, the homeowner's association decides to re-rock or re-surface the roads, each homeowner will be assessed equally for the completion of said roads.
14. These covenants are to run with the land and shall be binding as to all parties and all persons claiming under them. The homeowner's association shall have the right to review and amend said covenants every ten (10) years. Amendments require a majority vote of the association members to be approved.

IN WITNESS WHEREOF: The undersigned Thomas Richard Maher and Marcia K. Maher, being the owners, dividers, and developers of the real estate known as Weeping Willow Estates and Weeping Willow Estates 1<sup>st</sup> Addition, have affixed their signatures this 17<sup>th</sup> day of March, 1999.

  
Thomas Richard Maher

  
Marcia K. Maher

STATE OF INDIANA, COUNTY OF VIGO, SS:

Before me the undersigned, a Notary Public in and for said County and State, this 17<sup>th</sup> day of March, 1999, personally appeared Thomas Richard Maher and Marcia K. Maher, being the owners, dividers, and developers of the real estate known as Weeping Willow Estates and Weeping Willow Estates 1<sup>st</sup> Addition in Vigo County, State of Indiana, and acknowledged the execution of the above and foregoing Declaration of Covenants Governing Weeping Willow Estates and Weeping Willow Estates 1<sup>st</sup> Addition.

Helen M. Santilli  
Helen M. Santilli, Notary Public

My Commission Expires:  
April 19, 2001  
My County of Residence:  
Vigo

RECEIVED FOR RECORD

AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M

RECORD 210 PAGE 361

Mitchell Newton  
RECORDER VIGO COUNTY

This instrument was prepared by William J. Maher, Attorney at Law, 140 Cherry Street, Terre Haute, Indiana 47807, Telephone 812-232-6617.