



MORRIS ST. (40)

SCALE
1" = 30'

LOT DESCRIPTION

A PORTION OF LOTS 18 AND 19 IN DEVILLE M. WEATHERS FIRST SUBDIVISION, IN HIGH SCHOOL SECTION TO THE CITY OF MARTINSVILLE, WARRIOR COUNTY, INDIANA AS FOLLOWS:
A STRIP 26.38 FEET WIDE OF THE SOUTH SIDE OF LOT 18 AND A STRIP 135 FEET WIDE ACROSS THE NORTH SIDE OF LOT 19 IN SAID SUBDIVISION.

I HEREBY CERTIFY THAT THE FIXTURES AND APPURTENANCES THERE TO ARE LOCATED ENTIRELY WITHIN THE BOUNDARY OF THE ABOVE DESCRIBED AND FURTHER THAT THERE ARE NO ENCROACHMENTS BY OTHERS ON SAID AREA

CERTIFIED To June 29, 1963

Charles D. Miller
LIC. LAND SURVEYOR

INDIANA # 10166
REG ENGR # 2732

STATE OF INDIANA)
COUNTY OF Morgan)

Personally appeared before me this day Dewey W. Goss and Ruth Goss and acknowledged the execution of the foregoing instrument by them to be their voluntary act and deed.

WITNESS my hand and notarial seal, this 12th day of July, 1955.

SEAL

(Signed) Shirley Jean Goss
Shirley Jean Goss
Notary Public

My Commission expires 12-4-57

Recorded the 25 day of July A. D. 1955 at 9:30 o'clock A. M.

Gladys J. Marley
Recorder of Morgan County

5153 ✓

PLAT OF PRATHER'S SECOND SUBDIVISION

MARTINSVILLE, INDIANA

DESCRIPTION

Part of the southeast quarter of the southeast quarter of Section 4, Township 11 North, Range 1 East, described as follows, to-wit: Beginning at the southeast corner of said Section 4, and running thence south 84 degrees west, 852.95 feet; thence north 26.7 feet; thence west 140 feet; thence north 128 feet; thence west 265 feet to the center of the Mahalaaville Road; thence north 30 feet; thence West 1210 feet to the east end of the cross-ties in the C.C.C. & St. L. Railroad, (ncw removed); thence south 24 degrees east, 90 feet to the place of beginning, containing 3.20 acres, more or less, an Addition to the City of Martinsville, Indiana.

I, E. D. Canatsey, being a licensed Civil Engineer and Land Surveyor within the State of Indiana, do hereby certify that the foregoing plat of survey of Prather's Second Subdivision is true and correct and represents a subdivision of a part of the southeast quarter of the southeast quarter of Section 4, Township 11 North, Range 1 East, in Morgan County, Indiana, An Addition to the City of Martinsville, Indiana.

Said Subdivision consists of 12 lots numbered consecutively from 1 to 12 inclusive. The location and dimensions of the lots and the location and width of the roads are as indicated in the plat in figures denoting feet and decimal fraction thereof.

Set my hand and seal at Martinsville, Indiana, this 4 day of June, 1955.

SEAL OF PROFESSIONAL ENGINEER

(Signed) E. D. Canatsey
E. D. Canatsey, Surveyor of Morgan
County, Indiana.

CERTIFICATE OF CLERK-TREASURER

CITY OF MARTINSVILLE.

STATE OF INDIANA
MORGAN COUNTY, SS:

I, Fred L. Payton, Clerk-Treasurer of the City of Martinsville, Indiana, hereby certify that the annexed plat and the restrictions of use pertaining thereto was presented to the Common Council of said city and was duly approved by said Common Council after an inspection and an examination thereof at a regular meeting of said Common Council on the 20 day of June, 1955.

SEAL OF CITY OF MARTINSVILLE

(Signed) Fred L. Payton
FRED L. PAYTON
CLERK-TREASURER
CITY OF MARTINSVILLE, INDIANA

See Affidavit of the City of Martinsville, Ind. on Page 5153

said land into lots in accordance with the annexed plat above referred to. They are hereby dedicated to the public for its use.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not exceeding 2 1/2 stories in height, and a private garage for not more than two cars.

2. No residences, except those having at least 720 square feet above the ground level and at least 5760 cubic feet above the ground level, exclusive of attic and garages and porches, shall be built, erected or placed thereon.

3. Material for construction such as cinder block, must be covered with veneer or stucco above the ground. No imitation of brick or stone to be used.

4. No mercantile building shall be erected, built or placed on the above described real estate nor any business of any nature be permitted to carry on in a manufacturing, wholesaling or retailing way without first securing by written instrument permission from at least 75 per cent of the owners of the above real estate.

5. No trailer, basement, tent, shack, garage, barn or out buildings erected upon said property shall at any time be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence.

6. All lot owners shall agree to join a sewer system when it is available, and all waste must be disposed through septic tank of not less than 600 gallon capacity until such connection can be made. The septic tank absorption field must have a minimum of 35 square feet of side wall absorption area per bedroom. All other regulations concerning Septic Tank Sewerage Disposal System as given in Bulletin S.H. 8, 1953, published by the Indiana State Board of Health must be complied with.

7. No outside toilets shall be placed upon any lot in this subdivision.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown in the recorded plat over the rear ten feet of each lot.

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

10. These covenants are to run with the land and shall be finding on all Parties and all persons claiming under them for a period of twenty-five years from the date these covenants shall be recorded, after which time said covenants shall be automatically extended for successive period of 10 years each 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.

11. Enforcement shall be by proceedings at law or inequity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

12. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the said parties as owners and proprietors of the above described real estate, Morgan County, Indiana, have hereunto set their hands and seals this 4 day of June, 1955.

(Signed) Orval M. Prather
Orval M. Prather

(Signed) Flossie Prather
Flossie Prather