

IRVING RIDGE FIFTH BLOCK

Whereas the undersigned, Irving Ridge Realty Co., Inc., President and E. Glen White, Secretary, and E. Glen White and Isabel D. White, his wife, and T. Newton White and Pearl S. White, 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 "Irving Ridge, 5th Section", in addition to the City of Indianapolis.

There are strips of ground as shown on the within plat marked "Utility Strips" which are hereby reserved for the use of Public Utility Co. and including Street Closures, for the installation and maintenance of Water, Gas, Sewer, Drain, and Wire, subject at all times to the authority of the City of Indianapolis 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 Addition agree and agree to accept these conditions, subject to the terms of the plat, and to the authority of the City of Indianapolis.

All lots in this Addition 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 plat laid thereon. Front and side building lines are established as shown on this plat, between which shall be erected and maintained thereon no structure or part thereof other than an open one-story porch. No structure shall be erected and maintained thereon more than seven (7) feet to any side lot line except a detached garage or other accessory building located one hundred (100) feet or more from the front lot line.

No residence shall be erected or placed on any building plot, which plot has an area of less than 10,000 square feet or a width of less than 75 feet of the front building set-back line.

No noxious or offensive trade or activity shall be carried on upon any lot in this Addition, 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 out-building erected in 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 residence.

No dwelling costing less than 4,000 dollars shall be permitted on any lot in this Addition. The ground floor area of the main structure exclusive of one-story open porches and garages, shall not be less than 200 square feet in the case of a one-story structure, nor less than 600 square feet in the case of a one and one-half, two or two and one-half story structure.

No person who is not a member of the Caucasian race shall use or occupy any building on said tract except that this covenant shall not prevent occupancy by domestic servants of a different race, when employed by owner or tenant.

No lots shall be sold, and no structures shall be erected in this Addition until the streets upon which the lot fronts has been improved in accordance with the drainage, grade, and cross section approved by the Board of Works and Sanitation of the City of Indianapolis, and on file in the office of the City Plan Commission. The streets shown shall be maintained by the plattee until 61% of the lots have been sold, deeded, transferred, and structures erected.

No building shall be erected, placed, or altered on any building plot in this Addition without the approval of the City Plan Commission, and as to location of such building with respect to topography and finished ground elevation, by a committee composed of T. Newton White, E. Glen White, or by a representative designated by a majority of the members of said committee. In the event of death or the resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee shall in any case fail to act, or fail to act within the time specified, or if the members of said committee shall be unable to agree, the designated representative shall be authorized to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or approval will not be required, and this covenant will be deemed to have been fully complied with. Neither the members of such 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 of its designated representative shall cease as and after five years from the date of the signing of this covenant. Thereafter, the approval described in this covenant shall not be required, unless, prior to said date and effective thereafter, a written instrument shall be executed by the then record owners of the lots in this Addition and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

Until an approved water supply shall be available in this Addition, individual wells shall be permitted, provided location, sufficiency of supply, and purity is approved by the Indiana State Board of Health.

Both private or semi-public water supply and sewage disposal systems may be located on the same building plot or within or adjacent to this subdivision to serve any building plot in the subdivision provided written approval has been given by the Indiana State Board of Health, stating that such water supply and sewage disposal systems are satisfactory to serve all lots, taking into consideration the conditions and hazards which are reasonably to be expected to exist when all lots to which these systems 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 system the well or dwelling, and an absorption field not less than 200 feet in length of open joint agricultural tile shall be provided, laid at a grade of not more than a vertical in 100 feet, not more than 24 inches below the surface of the ground and the lines not less than 10 feet apart, and (b) no leaching cesspool shall be located in this Addition, and no other sanitary provision or device shall be employed or permitted on any lot in this Addition 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 of 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 Addition, their heirs and assigns, who shall be entitled in such regard without being required to show any damage to any land to any such owner or owners by or thru any such violation or attempted violation. Said provisions shall be in full force and effect until July 1, 1925, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by a vote of a majority of the owners of the lots it is agreed to change the said covenants in whole or in part. Invalidation of any one 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 the undersigned this 23rd day of May, 1945.

Aug. P. Carlson (Recorder Number) 280

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Witness our signature this 23rd day of May, 1945

IRVING RIDGE REALTY CO., INC.
By *T. Newton White* President
By *E. Glen White* Secretary

E. Glenn White

Isabel D. White

State of Indiana
County of Marion } ss

Personally appeared before me the undersigned, a notary public in and for said county and state, IRVING RIDGE REALTY CO., INC., T. Newton White, its President, and E. Glen White, its Secretary, and E. Glen White & Isabel D. White, his wife, and T. Newton White & Pearl S. White, his wife, and their voluntary act and deed for the uses and purposes therein expressed.

Witness my notarial seal this 24th day of May, 1945

My commission expires July 1, 1945

Aug. P. Carlson
Notary Public

T. Newton White
E. Glen White
Isabel D. White

Aug. P. Carlson
Aug. 6, 1945
Walter E. Humphrey
James B. Wady
Richard M. Blain

RECORDED THIS
DAY OF NOVEMBER
1945
MARION COUNTY, INDIANA