



**Chicago Title Insurance Company**  
Indianapolis Metro Offices  
Telephone (317) 684-3800



## **COVENANTS AND RESTRICTIONS**

# **Pickwick Village**

(Marion County, IN)

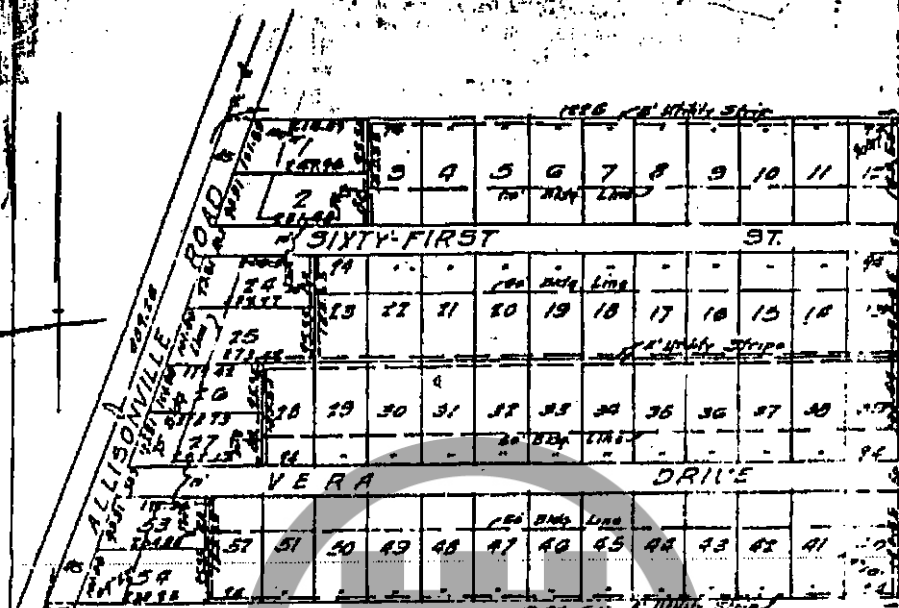
*The materials made available here are for general information only and should NOT be relied upon for making any major or final decisions with respect to any of the properties referenced.*

*The most current and up-to-date copies of Covenants, Restrictions or other Data relative to any property should be obtained from the current governing body of the Subdivision (generally the Home Owner's Association) if applicable. Chicago Title makes NO representations or warranties with respect to any of the materials contained herein.*

**DOS=10-29-09**

# PICKWICK VILLAGE

Addition to the City of Indianapolis, Ind.



The undersigned George F. Foster, a registered engineer in the State of Indiana hereby certifies that the within plot of Pickwick Village is true and correct and represents a subdivision of part of the Northwest Quarter of Section 2 Township 16 North, Range 6 East in Marion County, Indiana, more particularly described as follows, to wit: Beginning in the East line of said quarter section 700.3 feet North of the Southeast Corner, thence North along the East line of said Quarter section 834.2 feet, thence West and parallel with the North line of said Quarter section 1225.0 feet to the center line of the Allisonville Road, thence Southwest wardenly with the center line of the Allisonville Road 889.26 feet, thence East and parallel with North line of said Quarter section 1342.5 to the place of beginning, containing 26.52 Acres, more or less.

This addition contains 54 lots numbered from 1 to 54, both inclusive. The size of lots and widths of streets are shown on the within plot in feet and decimals thereof.

Witness the undersigned this 28th day of Aug. 1917

**CHICAGO TITLE**  
*George F. Foster*  
 REGISTERED ENGINEER NO. 751 INDIANA

The undersigned Gordon Phoebus and June F. Phoebus his wife, Leonard L. Overfiel and Bertha H. Overfiel his wife, George E. Weidlich and Vera E. Weidlich 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 "Pickwick Village" in addition to the City of Indianapolis, Indiana.

There are strips of ground shown on the within plot, marked "Utility Strips", which are hereby reserved for the use of Public Utility 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 authority of the City of Indianapolis and to the easement herein reserved to permanent or other structures shall be erected or maintained on said strips. The owners of such lots in this addition, however shall take that title subject to the rights of the Public Utilities and to those of other owners of lots in this addition, to said easement herein granted for ingress and egress along, across and thru the strips of ground so reserved.

All lots in this tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling and a private garage for not more than three cars. Front and side building lines are established as shown on this plat, between which lines and the property lines of the streets 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 5 feet to Vera Drive and 10th St. and 10 feet on Allisonville Road, to any side lot line except a detached garage, other accessory building located 100 feet or more from the front lot line.

No residential structure shall be placed or erected on any building plot, which plot has an area less than 12,000 square feet or a width less than 60 feet at the front building setback 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 outbuilding or structure in this tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence.

The ground floor area of any residential structure in this addition exclusive of one story open porches and garages shall not be less than 450 square feet in the case of a one story structure and not less than 650 square feet in the case of one and one-half, two, or two and one-half story structures.

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 different race, when employed by owner or tenant. A porch or balcony other than hip or gable type shall be allowed on any lot in this addition.

All lots in this addition fronting on Allisonville Road shall have attached garages.

These covenants shall run with the land and shall be binding on all parties and persons claiming under them until January 1st, 1930, at which time the said covenants shall be automatically renewed for successive periods of 10 years unless by vote of a majority of the then owners of the lots, it is agreed that these covenants in whole or in part shall be terminated here to, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other relief for such violation.

Violation 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. The streets shown on this plat are hereby dedicated to the public for roadway purposes.

Witness our

PLANNING COMMISSION  
SEP 5 1947  
MAY 5 1947

State of Ind.  
County of Mar.

I, undersigned, a  
Gordon Phosb.  
L. Dyerfield and  
and Vera H. W.  
acknowledged  
as its and the  
purpose there  
Witness my

My commission

REGISTERED  
1-2-47 AX-710X  
OCT 20 1947  
GARY, INDIANA

is residential or permitted has not detached more than 10 feet from the lines of the structure or No structure set on Yards Drive on any side lot line located 100

ated on any 15,000 square building set-

be carried to be done or nuisance

other outbuilding residence for temporary

structure in this garages or of a one set in the case of story

cession, race except that this with servants shall be allowed

11th Road

shall be binding until January 1st unless by vote of 15 or more

heirs or of the person or said proceedings of a violating or damages

ment or other provisions. led to the

Witness our signatures this 15th day of August, 1947

SEP 5 1947 MARION COUNTY PLAN COMMISSION

Gordon Phoebus  
June E. Phoebus  
Kenneth L. Overfield  
Bertha H. Overfield  
George E. Weidlich  
Vera H. Weidlich

State of Indiana ss  
County of Marion

Personally appeared before me the undersigned, a Notary Public in and for said County and State, Gordon Phoebus and June E. Phoebus, his wife, and Kenneth L. Overfield and Bertha H. Overfield, his wife, George E. Weidlich and Vera H. Weidlich his wife, who separately and severally acknowledged the execution of the foregoing certificate as its and their voluntary act and deed for the uses and purposes therein expressed.

Witness my notarial seal this 20th day of August, 1947

CHICAGO

My commission expires - May 28, 1951

APPROVED THIS 15TH DAY OF Oct 1947

By [Signature] Notary Public

APPROVED THIS 15TH DAY OF Oct 1947

COUNTY PLAN COMMISSION BOARD OF MARION A. G. [Signature] PRESIDENT

REGISTERED OCT 20 1947

10/20/47