

IMAGE/COPY PROP

54375

Pg 50

WINDCOMBE

I, the undersigned, George F. Estabro, a registered engineer in the State of Indiana, hereby certify that the within plat of Windcombe is a true and correct and represents a subdivision of the West one-half of the Southwestern one-quarter of Sec 24, Township 17 North, Range 3 East of the Second Principal Meridian in Marion County, Indiana, also the Northwest one-quarter of the Northwest one-quarter of Sec 25, Township 17 North, Range 3 East of the Second Principal Meridian in Marion County, Indiana, except that part conveyed to the State of Indiana by deed recorded in Land Record 19 Page 411 a line of the 23rd corner of Marion County, Indiana. Except also from both above described parcels of land, the right of Way of the Marion Railroad. Subject also to easements of record and to any local highways or rights of ways. Described as follows to wit: Beginning at the Northwest corner of the Southwest one-quarter of Sec 24, Township 17 North, Range 3 East, thence east on and along the North line of the said Southwest one-quarter section a distance of 1317 feet to a point on the West eight of way line of the Marion Railroad, thence South on and along the said right of way line of the Marion Railroad a distance of 316.9 feet to a point south of the Northeast corner of the property conveyed to the Indiana Blind School as recorded in Land Record 19 Page 411 in part being the Northeast corner of the property conveyed to the Indiana Blind School, thence West on and along the said North property line of the Indiana Blind School a distance of 1290.22 feet to a point on the West line of the Northwest one-quarter of the Northwest one-quarter of Sec 25, Township 17 North, Range 3 East, thence South on and along the West line of the Northwest one-quarter of Sec 24, Township 17 North, Range 3 East a distance of 3203.42 feet to the point of beginning, containing in all 94.146 Acres, more or less.

This addition contains 166 lots, numbered from 1 to 166 both inclusive.

The size of lots and widths of streets are shown on this plat in figures denoting feet and decimal parts thereof. Witness my signature this 20th day of July, 1940.

George F. Estabro
 REGISTERED ENGINEER NO. 122 - INDIANA

The undersigned, Warren M. Allison, unmarried, does hereby certify that he has laid off, platted and subdivided and hereby lay off, plat and subdivide into lots and streets, in the above certified plat the real estate described in the foregoing engineers' certificate. This subdivision shall be known and designated as "Windcombe" an addition to Marion County, Indiana.

The streets not heretofore dedicated are hereby dedicated to the public.

The undersigned owner hereby establishes front and side building lines as shown on the above plat between which lines and the property lines of the several streets there shall be erected and maintained no permanent or other structures, or part thereof, except open porches, and except as to the side yard lines under the conditions hereinafter referred to.

There are strips of ground marked "Utility Strips" shown on the plat that are hereby reserved for public utilities not including however, transmission companies, for the installation and maintenance of poles, wires, sewers, drains, ditches, lines and wires. Purchasers of lots in this addition shall take title subject to the easements hereby created and subject of all times to the rights of proper authorities to service such utilities in the easements hereby created for said corporation strips and no permanent structures of any kind and no part thereof except fences shall be built, erected or maintained on said corporation strips.

Until such a time as a sanitary sewer system is installed in this subdivision, a sanitary septic tank with adequate absorption tank shall be installed for each dwelling erected. Such septic tank and absorption tank shall be of such type and construction and so located on the individual lot as to be approved in writing by the Indiana State Board of Health. No other sanitary provision or device for sewage disposal shall be permitted or used in this subdivision.

All lots in this addition shall be designated as residence lots, except lots 155, 156 and 157, which may be used for church or school purposes if not used for residential purposes. Only a one single family dwelling with accessory buildings, and not exceeding two and one-half stories in height may be erected or maintained on any platted lot in this addition.

No residence shall be erected or maintained on any lot in this addition having a ground floor area of less than 1000 square feet, if a one story structure, or 2000 square feet, if a one and one-half, two or two and one-half story structure.

No building or part thereof shall be built within 10 feet of any line of any lot, except that in any case where the same person or persons own two adjoining lots not separated by an easement for utilities or drainage, such owner may build a residence or dwelling house or apartment garage across the dividing line or may build to enclose with or be nearer than 10 feet to such dividing line, but no residence or building of any character shall be built in such a manner as to be on any part of any strip covered by such utility easement, and provided further that in no case shall any residence or building be erected nearer to any other residence or building than 25 feet.

No trailer, tent, shack, horse manure garage, or temporary structure of any kind shall be used for temporary or permanent residential purposes on any lot. No noxious or offensive trade shall be carried on upon any lot in this addition, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

No person of any race or mixture thereof, other than the white race shall own, use or occupy any lot hereto created, however a domestic servant not of the white race may occupy room or rooms with a landlord or owner belonging to the white race or lot in the employ of said owner or tenant.

No lot in this addition shall be re-subdivided into a building plat having an area less than present platted lot areas.

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 a full force and effect.

No building shall be erected, placed on or altered on any of these lots in this addition until the building plans, plat plans and specifications showing the same have been approved in writing by a majority of a committee composed of W. Clinton Allison, Warren M. Allison and Warren M. Allison for the purpose of preparing a general design with existing structures in this addition and the same shall be filed in the office of the engineer who prepared the building and plat plans.



3/2/53

FOR EXAMINERS CERTIFICATE
CORRECTIVE DIMENSIONS

SEE TOWN MAP RECORD 1471 PAGE 614

LOTS 152 thro 166 L 45
141 thro 143
35 thro 39

For Cross Reference Consent to Encroachment
See Sub 82397 Vol. 1949 Page 103 Lot #139

SEP 7 - 1962

SEP 7 - 1962

BK 28 Pg 48

54375

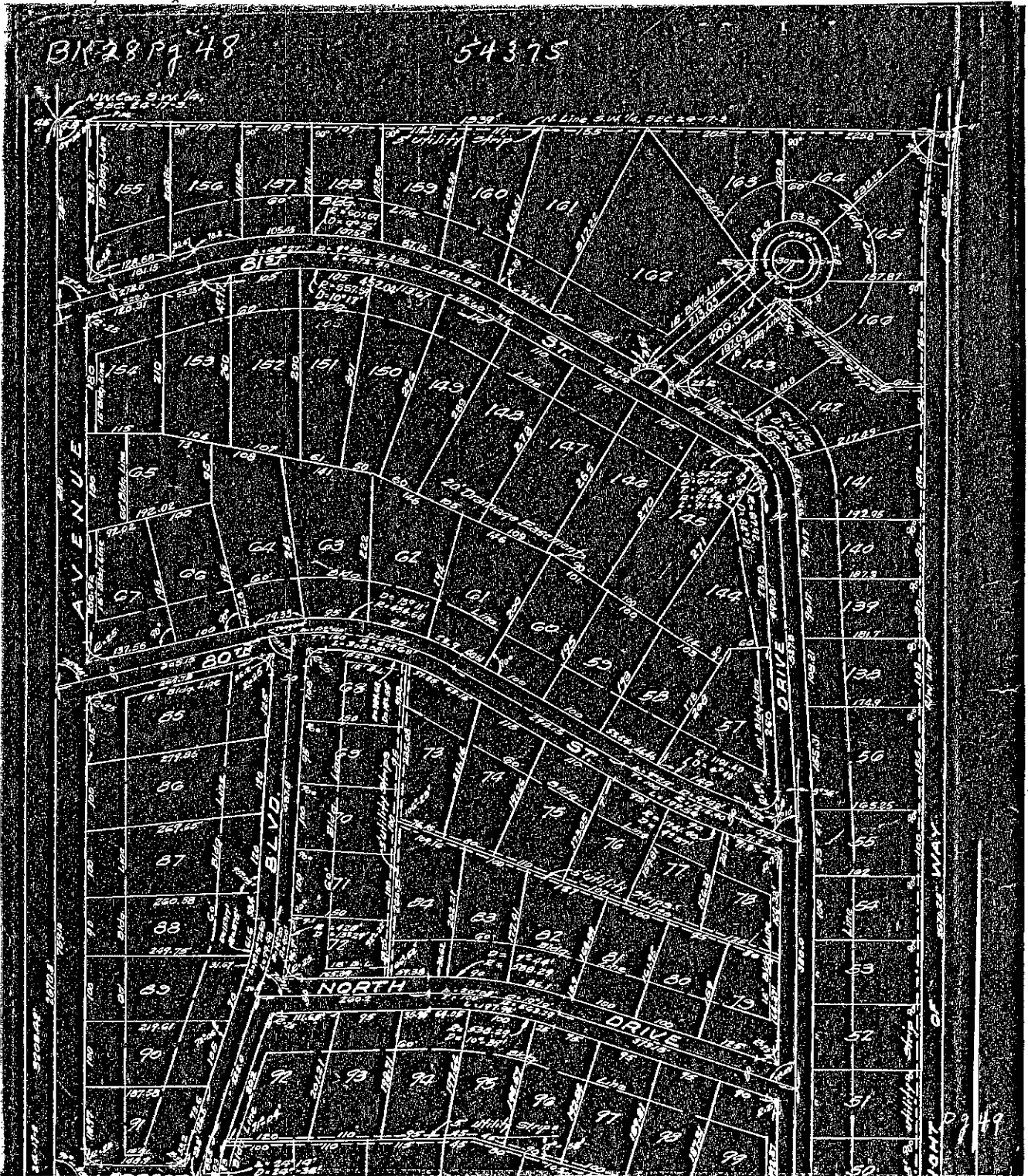


IMAGE COPY

49

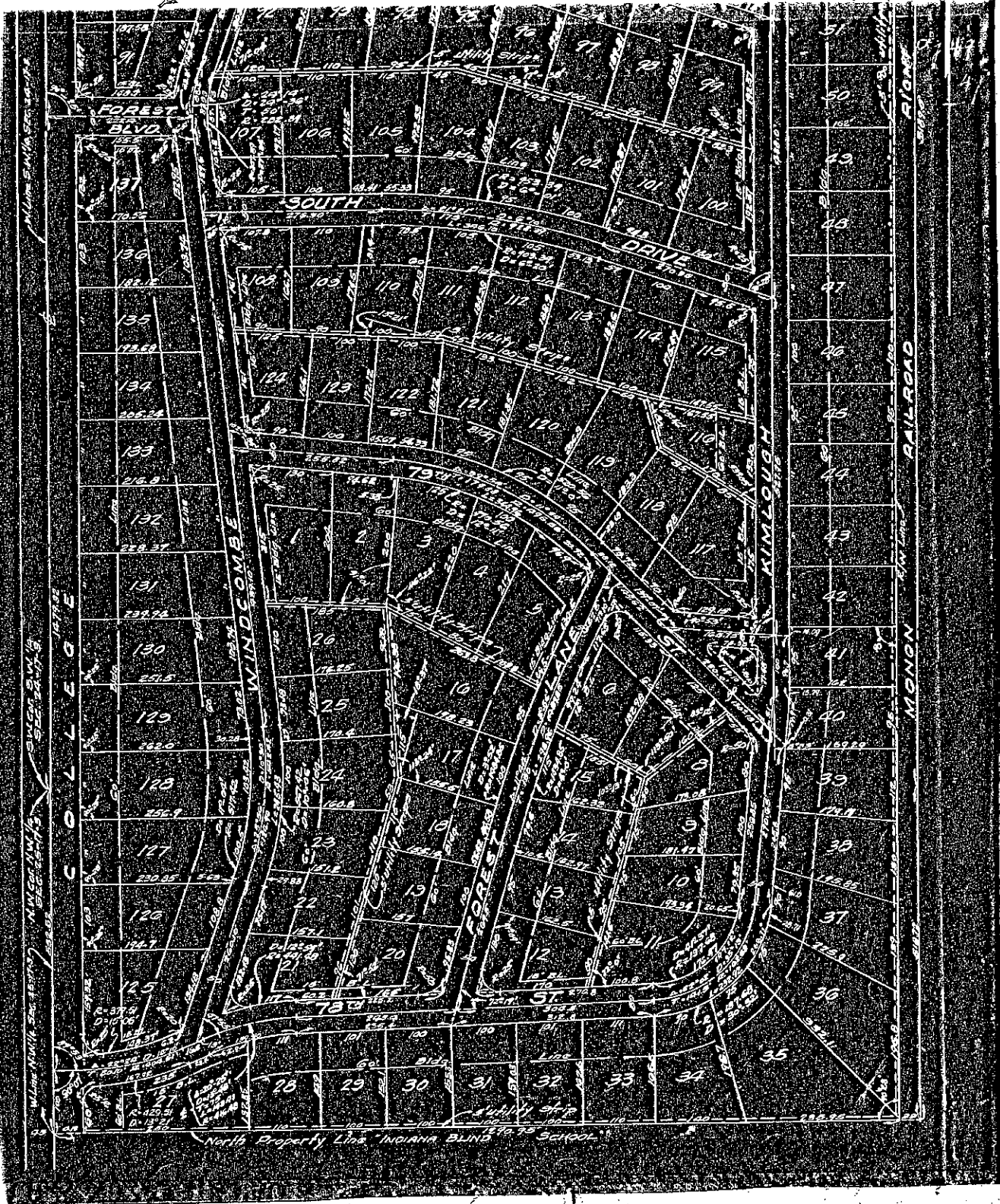


IMAGE COPY

Page 1

No trailer, tent, shack, bus, coach, garage, or temporary structure of any kind shall be used for temporary or permanent residential purposes on any lot. No noxious or offensive trade shall be carried on upon any lot in this addition nor shall any thing be done thereon which shall be or become a nuisance to the neighborhood.

No person or persons of any race or mixture thereof other than the white race shall own, use or occupy any lot herein excepting however a domestic servant not of the white race may occupy room or rooms with a tenant or owner belonging to the white race while in the employ of said owner or tenant.

No lot in this addition shall be re-subdivided into a building plot having an area less than present plotted lot area.

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.

No building shall be erected, placed on or altered on any of these lots in this addition until the building plans, plot plans and specifications showing the design have been approved in writing by a majority of a committee composed of Wm. Linton Atkinson, Wilbur W. Atkinson and Warren M. Atkinson for conformity and harmony of external design with existing structures in this area and also as to location of building with respect to property and building setback lines. In the event of the death of any member or members of this committee the surviving member or members shall have the authority to approve or disapprove such design and location. If said committee shall fail to approve or disapprove such design or location within 10 days after said plans have been submitted or if it fails to advise the creator of such building or the creator of such alterations has been commenced prior to the completion thereof such approval shall not be required. Said committee shall act and serve without compensation. Said committee shall not exist after January 1, 1969, at which time the then record owners of a majority of these lots in this addition subject to the covenants herein set forth may designate in writing duly recorded among the land records their authorized representatives who thereafter shall have all the powers subject to the above limitations, or more previously delegated herein to the said committee.

The right to enforce these restrictions shall vest in the owners of the lots in this addition and the said right together with the right to cause removal of any structure or part thereof erected or maintained in violation of these restrictions may be exercised by injunction or by appropriate action at law.

These restrictions, covenants running with the land and shall be in effect for a period of 25 years from the date provided that at the expiration of said term these restrictions shall be automatically renewed thereafter for periods of 25 years each unless at least one year prior to the expiration of the first 25 year period the owner or owners of a majority of lots in this addition shall execute and acknowledge a declaration in writing waiving renewal and said written declaration shall be recorded in the office of the Recorder of Marion County, Indiana in which event the provisions above set out for renewals shall be nullified.

Witness our signature this 20th day of July 1949

Warren M. Atkinson

State of Indiana
County of Marion

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, Warren M. Atkinson, unmarried, who acknowledged the execution of the foregoing certificate as his voluntary act and deed for the uses therein expressed.

Lee P. Hargson

Witness my notarial seal this 20th day of July 1949

My commission expires July 29, 1949

COPIES ENTERED FOR TAXATION
SEP 13 1949
Buckman
COUNTY AUDITOR

APPROVED THIS 13th DAY OF SEP 1949
Robert S. Danner
Merrill Co. DRAFTSMAN

APPROVED THIS 21st DAY OF JULY 1949
COUNTY PLAN COMMISSION
COUNTY OF MARION
Warren M. Atkinson PRESIDENT
H. H. Hargson SECRETARY



RECORDED AT 2 53
SEP 13 1949