

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,  
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO  
AS PART OF THE DEDICATION AND PLAT OF INDIAN RIDGE  
ON THE WABASH, SECTIONS I AND II, ADDITIONS TO THE  
CITY OF HUNTINGTON, COUNTY OF HUNTINGTON, STATE OF  
INDIANA.

Wilson Realty and Development, Inc., an Indiana Corporation, by James L. Wilson, its President, and Gloria R. Wilson, its Secretary, hereby declares that it is the owner of the real estate shown and described in this plat and do hereby lay off, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. The subdivision shall be known and designated as Indiana Ridge on the Wabash, Sections I and II, additions to the City of Huntington, County of Huntington and State of Indiana.

The lots are numbered from 1 to 26, both inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purpose.

1. No lot shall be used except for residential purposes. All lots shall be used for single-family residential purposes. No trade, business, profession or commercial activity of any kind shall be conducted within any building on any lot. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling or duplex not to exceed two stories in height. Each single-family dwelling shall include not less than one car garage, nor shall any house single-family dwelling have as an accessory to it a garage of more than three car capacity, which shall be built as part of such structure and attached thereto.

2. No building shall be built on any lot having a ground floor area upon the foundation, exclusive of one story open porches, basement, breezeway or garage, of less than 1,000 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story. Finished sub-ground levels or split levels, bi-levels, or tri-levels are not considered as basement area.

3. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than a distance of six feet to an interior lot line. No dwelling shall be located on any interior lot nearer than twenty (20) feet to the rear lot line.

4. No dwelling shall be erected or placed on any lot having a width of less than forty (40) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,500 square feet.

5. Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat for the construction of poles, wires and conduits and the necessary or proper attachments in connection therewith for the transmission of utilities, telephone service, construction and maintenance of drains, sewers, pipe lines, gas, water and heat and for any other public or quasi-public utility or function. Any municipal, public or quasi-public corporation engaged in supplying any one or more of the above utilities will have the right to enter upon said easements for any purpose for which said easements are reserved. All of said easements shall be kept free of permanent structures (except those installed by any such municipal, public or quasi-public corporation) and removal of any obstructions by any such utility company shall in no way obligate the utility company to pay damages or to restore any such removed obstruction to its original form. All such obstructions whether temporary or permanent, shall be subject to the paramount rights of any such utility company to construct, install, repair, maintain or replace its utilities and/or sewer installations.

6. 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.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
8. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
9. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that indoor pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No indoor pets shall be allowed to live in a structure separate from the house and no doghouses or similar structures for the housing of indoor pets shall be located on the premises. Said indoor pets shall not be walked on the lots of other owners. Indoor pets off premises must be on leash.
11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. The Architectural Control Commission, or its agents, or developer, or lot owners, may, at the owner's expense, enter upon any vacant lands for the purpose of removing any trash which has collected on said land and any fallen trees or other unsightly growth, after giving the lot owner ten (10) days written notice of its intention to do so. This paragraph shall not be construed to create an obligation on the part of the Architectural Control Committee or developer to perform these functions.
12. No fence, wall, hedge or shrub planting, which obstructs sight line at elevations between 2 and 6 feet above roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street, property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
13. All buildings shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos shingle siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any building on any lots of said subdivision, and no roll roofing of any description or character shall be used on the roof of any dwelling house or attached garage on any of said lots.
14. All driveways from the street to the garage shall be poured concrete and not less than nine (9) feet in width. Any driveway constructed within the boundary lines of any lot prior to the installation of sidewalks shall be so constructed that the elevation thereof at a point one (1) foot outside of the boundary lines shall be four (4) inches above the grade elevation of the established curb adjacent to said lot. It shall at this point have installed 1/2 inch bituminous expansion joint, and then proceed at a gradient of 1/4 inch per foot to a point six (6) feet outside the lot boundary line at which point another 1/2 inch bituminous expansion joint shall be installed. The remaining 5-1/2 feet to the curb shall have a gradient of a 1/2 inch per foot.

15. All fuel oil storage tanks shall be installed underground or concealed within the main structure of the dwelling house, its basement or attached garage. All electric power and telephone service connections and lines to buildings in the subdivision shall be concealed by being located underground.

16. No individual water supply system, or individual sewage disposal system shall be installed, maintained or used on any lots in this subdivision.

17. In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby reserved and granted to all public utility companies, the proprietors of the land herein platted, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main, and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

18. No rain and stormwater run-off or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Run-Off Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Run-Off Sewer System.

19. No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to locations with respect to topography and finished grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

20. All owners of lots in Indian Ridge on the Wabash, Sections I and II shall be required to be members of the Architectural Control Committee. The Architectural Control Committee is composed of the First Committee Member: James L. Wilson. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. Until the Architectural Control Committee is organized, the rights in this paragraph are granted subject to such reasonable restrictions as may be imposed from time to time by the developer, and in the event of a violation by any lot owner of any such restrictions, said Committee or developer shall have the power to terminate any and all other rights granted by the provisions of this paragraph, by written notice mailed to such lot owner, and any further exercise of any rights so terminated shall constitute a trespass according to the laws of the State of Indiana. Failure of said Committee or developer to exercise said power of termination after violation of any of such restrictions by such lot owner shall not constitute a waiver of its power to do so, and shall not stop it from so doing, in the event of future violation, or violations.

21. The Committee's approval or disapproval, as required by these covenants, shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

22. The restrictions and covenants herein contained shall run with the land and be effective for a period of fifty years (50), unless, prior to the expiration of fifty years (50), said restrictions and covenants are altered or amended by the owners of 65% of the lots

in said Addition at the time the alteration or amendment of restrictions and covenants are made; provided, however, James L. Wilson, his successors or assigns shall have the exclusive right to two (2) years from the date of recording of this plat to amend any of the covenants or restrictions except two (2) above.

23. Enforcement shall be by proceedings at law or in equity against any person, or persons, violating, or attempting to violate, any covenants, either to restrain violation or to recover damages.

24. 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.

25. Before any house or building on any lot or tract in this subdivision shall be used and occupied as a dwelling or as otherwise provided by the subdivision restrictions above, the developer or any subsequent owner of said lot or tract shall install all improvements serving said lot or tract as provided in said plans and specifications for this Addition filed with the City of Huntington. This covenant shall run with the land and be enforceable by the City of Huntington, State of Indiana or aggrieved lot owner in this subdivision.

26. For the purpose of this Plat and the covenants appended thereto the word "LOT" may mean either any of said lots as platted or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more lots or parts of one or more lots as platted upon which a residence may be erected in accordance with the restrictions hereinabove set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no tract of land consisting of part of any one lot or parts of more than one lot shall be considered a "LOT" unless said tract of land has a frontage of 60 feet in width at the established building line as shown on this plat.

27. No lot shall be subdivided to form units of less area.

28. Before any lot or tract may be used or occupied, such user or occupier shall first obtain from the Huntington Zoning Administrator the Improvement Location Permit and Certificate of Occupancy as required by the Huntington Zoning Ordinance.

29. No outside incinerator shall be kept or allowed on any lot.

30. In the event cable television facilities are available to the land conveyed herein, no outside television antennae or other antennas or aerials shall be placed, constructed, altered or maintained on the land without the prior written approval of the developer or said Architectural Control Committee.

31. No temporary structures shall be built upon the land other than those necessary in use in the course of construction of permanent buildings, and all such structures shall be removed immediately upon completion of any building operation. All structures shall be completed on the exterior within twelve (12) months from the start of construction, subject however, to strikes, accidents, acts of God, weather conditions, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delays beyond the control of the lot owner.

32. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to a lot which is a part of Indian Ridge on the Wabash, Sections I and II, and including contract sellers, excluding those having such interest merely as security for the performance of an obligation.

33. The owners of the subdivision shall not be liable for any accidents on any of the real estate described above.

IN WITNESS WHEREOF, Wilson Realty and Development, Inc., an Indiana Corporation, by James L. Wilson, its President, and Gloria R. Wilson, its Secretary, hereby declares that it is the owner of the real estate shown and described in said plat, and have hereunto set its hand and seal by its duly authorized officers, this \_\_\_\_ day of February, 1980.

WILSON REALTY AND DEVELOPMENT, INC.

By James L. Wilson  
James L. Wilson, President

By Gloria R. Wilson  
Gloria R. Wilson, Secretary

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF HUNTINGTON )

Before me, a Notary Public, in and for said County and State, personally appeared James L. Wilson and Gloria R. Wilson, known to me to be the duly authorized and acting President and Secretary, respectively of Wilson Realty and Development, Inc., and acknowledged the voluntary execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth, this 7<sup>th</sup> day of February, 1980.

Nancy C. Rater  
Notary Public  
NANCY C. RATER

My Commission Expires:  
10-21-83

My County of Residence is Huntington.

APPROVALS

HUNTINGTON CITY PLAN COMMISSION

Approved this 11th day of February, 1980.

<u>James Young</u>	<u>Nancy Hoben</u>	<u>Robert W. Stevens</u>
<u>William H. Pyle</u>	<u>Gerald H. Holden</u>	<u>Jack J. Hughes</u>
<u>Maurice W. Hard</u>	<u>Charles E. Beebe</u>	<u>Wayland Entzler</u>

HUNTINGTON BOARD OF PUBLIC WORKS

Approved this 19th day of February, 1980.

Maurice B. Robbins  
Mayor, Maurice B. Robbins

ATTEST:

Janette M. Schaff  
City Clerk-Treasurer

James E. Chovanec  
James E. Chovanec, City Attorney  
William H. Pyle  
William H. Pyle, City Engineer

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RECORDER, HUNTINGTON CO., IN.

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INDIAN RIDGE ON THE WABASH

SECTION I

Lots 1-6

A subdivision containing 2.0 acres more or less of Tract #15, a part of the Southeast Quarter of Section 21, Township 28 North, Range 09 East, Huntington County, Indiana, more particularly described as follows:

Beginning at the northeast corner of the Southeast Quarter of said Section 21, said corner being on the centerline of Ash Street right-of-way; thence SOUTH (assumed bearing) a distance of 562.55 feet along the east line of Section 21; thence South 89 degrees, 25 minutes, 37 seconds West a distance of 165 feet along the north line of a 7.3-acre tract as recorded in Book 199, Page 361, in the Office of the Huntington County Recorder; thence NORTH a distance of 396.42 feet; thence North 89 degrees, 02 minutes, 31 seconds East a distance of 35.85 feet; thence North 00 degrees, 57 minutes, 29 seconds West a distance of 166.16 feet; thence North 89 degrees, 32 minutes, 51 seconds East a distance of 131.93 feet along the north line of the Southeast Quarter of Section 21 to the Point Of Beginning; containing 2.0 acres more or less and subject to all legal rights-of-way and easements.

The undersigned hereby certifies that he is a Land Surveyor licensed in compliance with the laws of the State of Indiana, and this plat correctly represents a survey completed by the undersigned on ~~December 28, 1977~~ that all markers type and material are accurately shown. Lots are numbered 1 through 6, inclusively.

*James L. Russell*  
James L. Russell, L.S. #11679



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*A. Shirley*

RECORDER, HUNTINGTON CO., IN.

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INDIAN RIDGE ON THE WABASH

SECTION 2

Lots 7-26

A subdivision containing 4.17 acres more or less of Tract #15 and .31 acres more or less of Tract #14. A part of the Southeast Quarter of Section 21, in Township 28 North, Range 09 East, in Huntington County, Indiana, more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 21, said corner being on the centerline of Ash Street right-of-way; thence South 89 degrees, 32 minutes, 51 seconds West a distance of 131.93 feet along the north line of the Southeast Quarter of Section 21 to the Point Of Beginning; thence South 00 degrees, 57 minutes, 29 seconds East a distance of 166.16 feet; thence South 89 degrees, 02 minutes, 31 seconds West a distance of 35.85 feet; thence SOUTH and parallel with the east line of the Southeast Quarter of Section 21 a distance of 96.42 feet; thence North 84 degrees, 03 minutes, 57 seconds West a distance of 170.03 feet to a point on a curve with a radius of 175 feet; thence southwesterly along said curve on an arc distance of 97.03 feet (chord bearing South 21 degrees, 49 minutes, 04 seconds West, chord distance 95.79 feet) to a point on said curve; thence North 52 degrees, 17 minutes, 54 seconds West a distance of 78.95 feet; thence South 89 degrees, 02 minutes, 31 seconds West a distance of 555 feet; thence North 00 degrees, 57 minutes, 29 seconds West a distance of 288.75 feet to the north line of the Southeast Quarter; thence North 89 degrees, 32 minutes, 51 seconds East a distance of 860 feet along the north line of the Southeast Quarter of Section 21 to the Point Of Beginning; containing 5.48 acres more or less and subject to all legal rights-of-way and easements.

The undersigned hereby certifies that he is a Land Surveyor, licensed in compliance with the laws of the State of Indiana, and this plat correctly represents a survey completed by the undersigned on Dec 28, 1979 that all markers type and material are accurately shown. Lots are numbered 7 through 26, inclusively.

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*J. H. H. H.*

RECORDER, HUNTINGTON CO., IN.

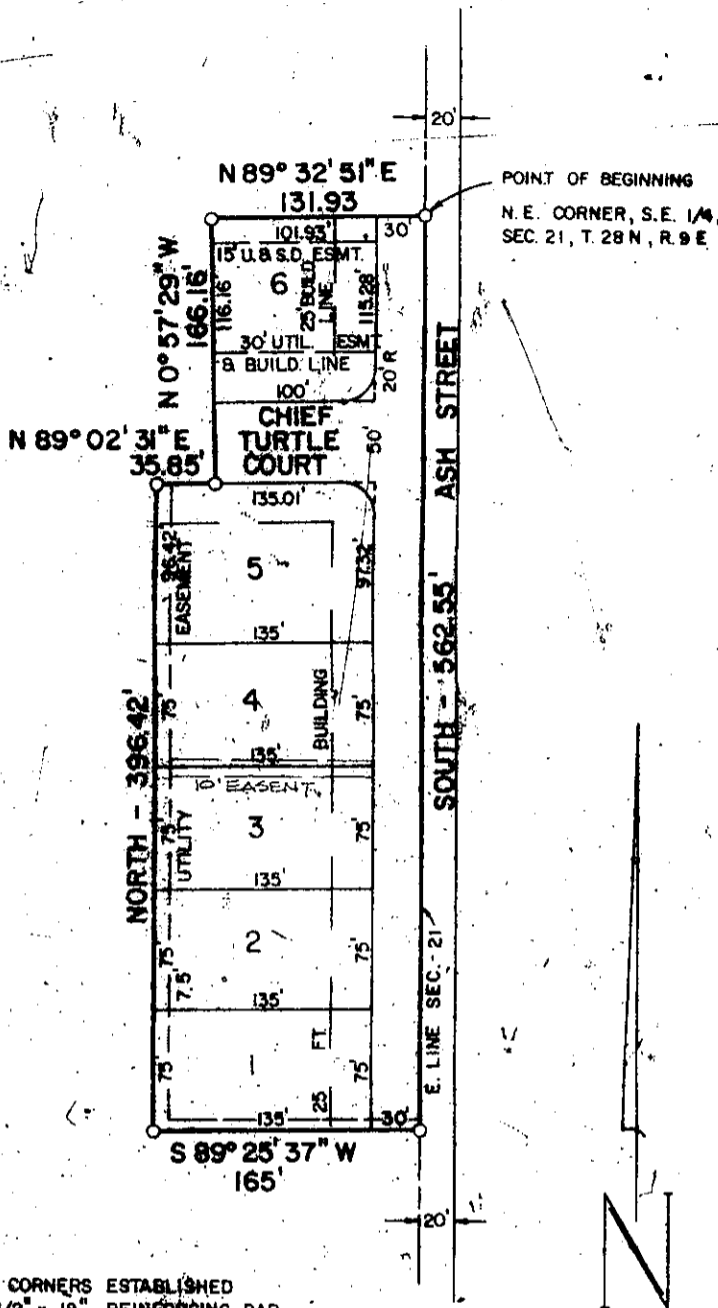
*James L. Russell*  
James L. Russell, L.S. #1167



988



# INDIAN RIDGE ON THE WABASH SECTION I



CITY PLAN COMMISSION:

*James L. Wilson*  
PRESIDENT

SECRETARY

February 11, 1980

DEVELOPER

JAMES L. WILSON  
520 CHERRY STREET  
HUNTINGTON, INDIANA

NOTE ALL LOT CORNERS ESTABLISHED WITH A 1/2" x 18" REINFORCING BAR. 20FT. RADIUS ON ALL CORNER LOTS.

*Bonnie J. Patton* AUDITOR  
HUNTINGTON CO. IND.

ENGINEER

J. L. RUSSELL ASSOC., INC.  
5668 ST. JOE ROAD  
FORT WAYNE, INDIANA

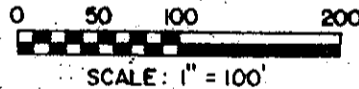
CERTIFICATION

I HEREBY CERTIFY THE ABOVE PLAT & SURVEY CORRECT THIS 28th DAY OF DECEMBER, 1979

RECEIVED FOR RECORD

*J.H. Wiley*

*James L. Russell*  
JAMES L. RUSSELL L.S. 11679



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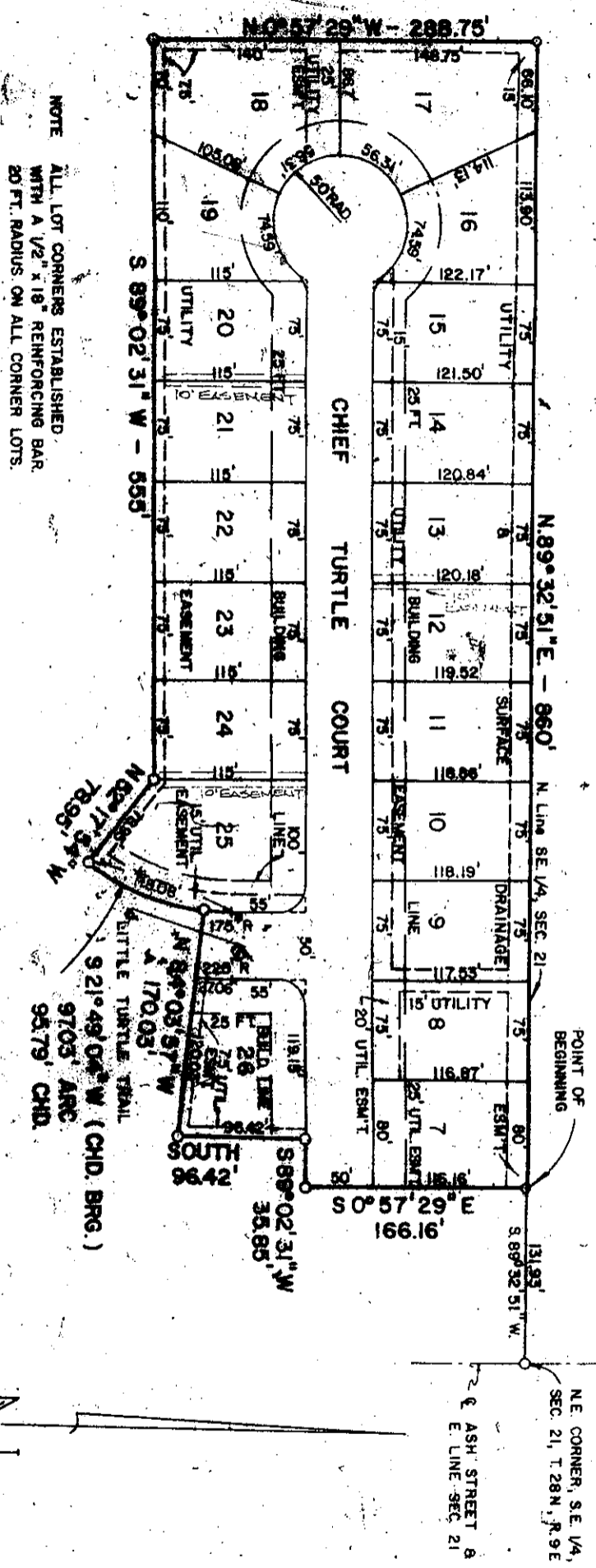
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# INDIAN RIDGE ON THE WABASH

## SECTION. II



NOTE ALL LOT CORNERS ESTABLISHED WITH A 1/2" x 18" REINFORCING BAR 20 FT. RADIUS ON ALL CORNER LOTS.

CITY PLAN COMMISSION

*[Signature]*  
PRESIDENT

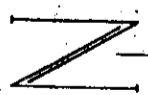
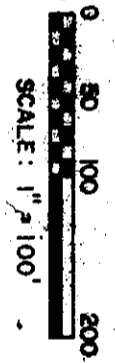
*[Signature]*  
SECRETARY

February 11, 1980

RECEIVED FOR RECORD

*[Signature]*

RECORDER, HUNTINGTON CO., IN.



DEVELOPER  
JAMES L. WILSON  
520 CHERRY STREET

ENGINEER  
J. L. RUSSELL ASSOC., INC.  
5668 ST. JOE ROAD

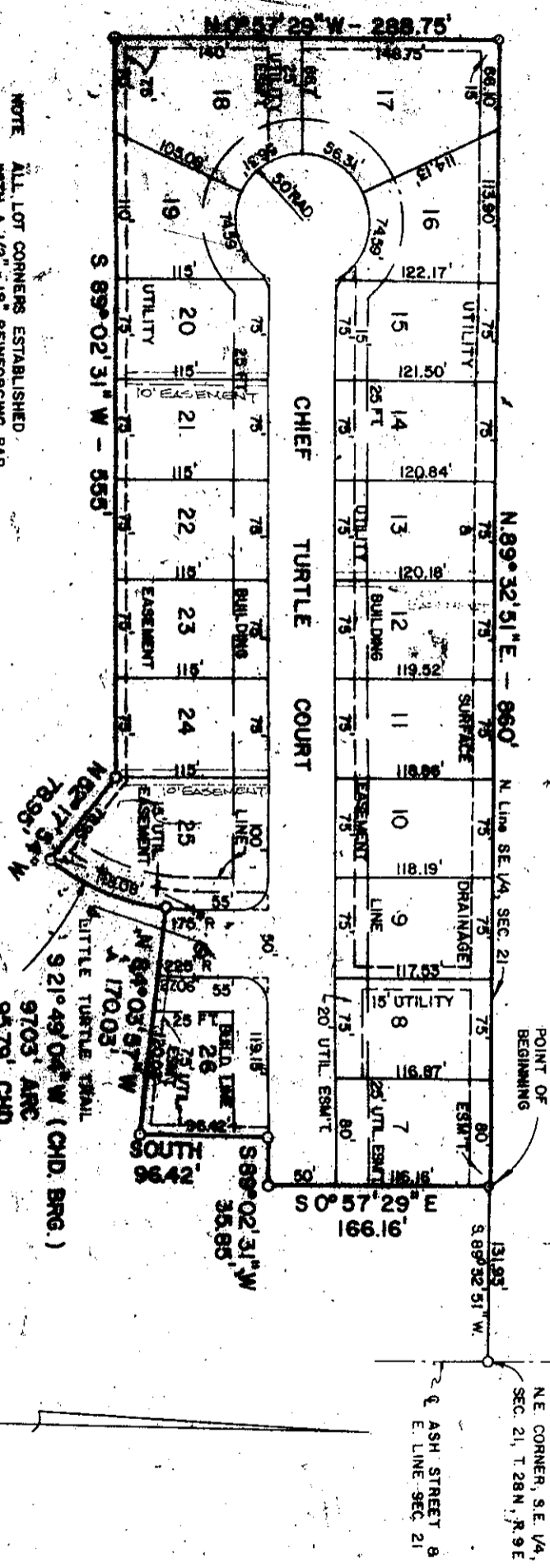
CERTIFICATION  
I HEREBY CERTIFY THE ABOVE  
PLAT & SURVEY CORRECT THIS  
DATE HAVE BE REFERENCED 1070



Only entered for taxation this 9th day of April 10 1980

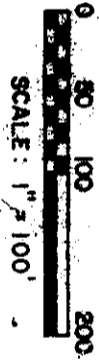
*[Signature]*  
Auditor  
HUNTINGTON CO., IND.

SECTION II



NOTE ALL LOT CORNERS ESTABLISHED WITH A 1/2" x 18" REINFORCING BAR. 20 FT. RADIUS ON ALL CORNER LOTS.

CITY PLAN COMMISSION



*[Handwritten Signature]*  
 SENECA  
 February 11, 1980

RECEIVED FOR RECORD  
*[Handwritten Signature]*  
 RECORDER, HUNTINGTON CO., IN

DEVELOPER  
 JAMES L. RUSSELL  
 520 CHERRY STREET  
 HUNTINGTON, INDIANA

ENGINEER  
 J. L. RUSSELL ASSOC., INC.  
 5668 ST. JOE ROAD  
 FORT WAYNE, INDIANA

CERTIFICATION

I HEREBY CERTIFY THE ABOVE  
 PLAT & SURVEY CORRECT THIS  
 28th DAY OF DECEMBER, 1979

*[Handwritten Signature]*  
 JAMES L. RUSSELL, L.S. 11679



Duly returned for location this 9th day of April 1980  
*[Handwritten Signature]* AUDITOR  
 HUNTINGTON CO. IND.

