

Crestwood Blvd., from  
Edison to Rose St.

Maas Drive, from Kettering  
Drive to Rose St.

Kettering Drive, between  
Crestwood Blvd. and Maas  
Drive

(dedication of por-  
tion of Eastgate  
Estates add.)



DEDICATION OF ROADWAYS AND UTILITY EASEMENTS  
IN EASTGATE ESTATES  
IN THE CITY OF SOUTH BEND, INDIANA

Attached hereto and made a part hereof is a map prepared by William S. Moore, registered professional engineer, and dated April 12 1957. The parcel of land set forth on said map is a part of the South Half of the South Half of Section 32, Township 38 North, Range 3 East, and is now within the corporate limits of the City of South Bend, St. Joseph County, Indiana.

Portage Realty Corporation, the owner of the parcel of land set forth on such map, hereby designates said parcel of land as Eastgate Estates.

To the extent that the portions of said area depicted on said map as streets have not heretofore been dedicated for highway purposes, such dedication to the public for highway purposes of such portions of said area so depicted on said map is hereby made.

The dimensions of the ninety-eight (98) lots and the widths of streets, setback lines and easements shown on said map are indicated thereon in feet and decimals of feet.

Said easements are for the installation and maintenance of utilities serving the future occupants of said lots.

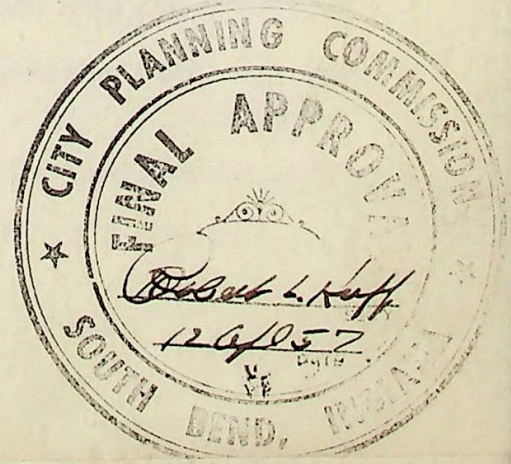
IN WITNESS WHEREOF, said proprietor, as the owner of the lands in said Addition has caused this instrument to be executed in its name and on its behalf by its President, attested by its Secretary and its corporate seal to be affixed this 12<sup>th</sup> day of April, 1957.

PORTAGE REALTY CORPORATION

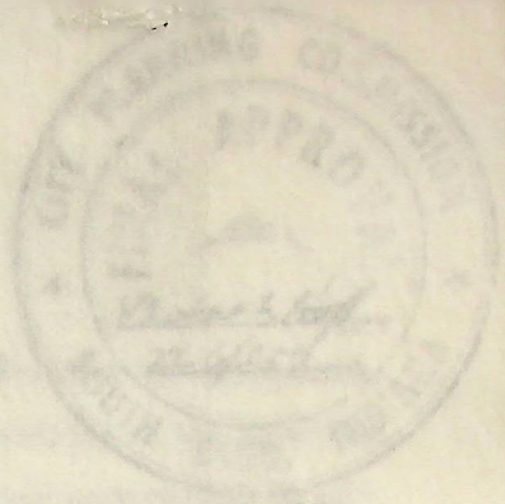
By Paul D. Hass  
Paul D. Hass, President

ATTEST:

William F. Foley  
William F. Foley, Secretary







STATE OF INDIANA )  
ST. JOSEPH COUNTY ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Paul D. Nass and William F. Foley known to me to be President and Secretary respectively of Fortage Realty Corporation, who on behalf of said corporation acknowledged the execution of the above and foregoing instrument to be its voluntary act and deed.

Witness my hand and Notarial Seal this 12th day of April, 1957.

Ruhland Buechler  
Ruhland Buechler Notary Public

My Commission expires:

April 18, 1958



*[Faint, mostly illegible text from the reverse side of the document, including phrases like "any portion of said land", "single family residential purposes only", and "shall be approved in writing by the executive committee"]*





PROTECTIVE RESTRICTIONS PERTAINING TO  
EASTGATE ESTATES ADDITION  
IN THE CITY OF SOUTH BEND, INDIANA

THIS INDENTURE WITNESSETH that,

WHEREAS, Portage Realty Corporation is the proprietor of Eastgate Estates Addition to the City of South Bend, St. Joseph County, Indiana, and the sole owner of all the real estate therein; and

WHEREAS, it contemplates the development of said Addition for residential purposes in conformity with existing and future municipal zoning regulations and with the requirements of the Federal Housing Administrator.

NOW, THEREFORE, the better to secure the development of said subdivision in the manner hereinbefore set forth, said sole proprietor and owner does hereby promulgate the following restrictions applicable to all lots in said Addition, which restrictions are adopted for the common benefit of all persons who will become owners of lots in said subdivision, and which restrictions shall become binding on every owner of the lots in said subdivision, by the acceptance of a deed of conveyance of any portion of said land, to-wit:

1. Each lot and the improvement erected thereon shall be used for private single family residential purposes only, and no buildings, structures or trailers of any kind whatever, excepting such buildings or structures as may be incidental to residential use, and which are approved in writing by the committee hereinafter provided for, shall be erected or maintained thereon. The word "lot" as used herein shall mean a lot as now platted and no resubdivision of any lot or lots shall be permitted.

2. The only buildings which may be erected on any lot are (a) one detached single family dwelling house not exceeding two stories in height and (b) a garage for not to exceed two passenger automobiles conforming in design and construction with such dwelling house. Human habitation for residential purposes shall be permitted only in the type of building set out in subpart (a) of this paragraph and only when such building has been fully completed.



3. No dwelling house may be constructed costing less than Seven Thousand Five Hundred (\$7,500.00) Dollars, based upon cost levels prevailing on the date this instrument is recorded to assure that all improvements whenever erected will be of a quality or workmanship and materials equal to or better than that which can be

floor area of such dwelling house, exclusive of one-story open porches and breezeways, shall be not less than seven hundred twenty (720) square feet for a one-story structure and not less than five hundred seventy-five (575) square feet for a higher structure. All materials used in authorized construction shall be new.

4. Except where more rigid zoning regulations apply, no building on any lot shall be nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat, nor closer than five (5) feet to an interior lot side line. No dwelling house on any interior lot shall be closer than thirty (30) feet to the rear lot line. No garage on any interior lot shall be closer than ten (10) feet to the rear lot line. These building line restrictions include all parts or projections of buildings excepting only eaves, steps and open patios, none of which shall encroach upon another lot.

5. No building shall be erected, placed, structurally altered, modified or enlarged on any lot in this subdivision until the building plans, specifications and plot plans showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to the location of the building with respect to topography and finished ground elevation by a committee composed of Paul D. Hass, William S. Moore and G. Burt Ford, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any members of said committee the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority or to appoint a member or members to fill the vacancy caused by the death or resignation. In the event the said committee or its designated representative fails to approve or disapprove such tendered plans and specifications within thirty (30) days after the



same have been submitted, or in any event if no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Action taken by a majority of the members of said committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee shall cease on and after September 1, 1975. Thereafter, the approval described in this covenant shall not be required unless prior to such date and effective thereon a written instrument shall have been executed by the then record owners of a majority of the lots in said subdivision and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

6. No sign of any kind shall be displayed to the public view on any lot except (a) one professional sign of not more than one (1) foot square (b) advertising signs of a builder during the construction of improvements thereon and until sale thereof by the builder (c) a sign of not more than five (5) square feet for advertising subsequent sales and (d) no lien signs, during construction, in conformity with the provisions of the Mechanic's Lien Laws of the State of Indiana pertaining to protection of owners against such liens. Except for authorized construction, all quarrying, excavating and drilling of any kind is prohibited.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No nuisance shall at any time be permitted.

8. No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed in



accordance with the requirements, standards and recommendations of the Indiana State Board of Health and the installation be approved by the Board of Health of said City.

9. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and eight feet above the 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 twenty-five (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. 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. No hedge, wall or fence shall be permitted along lot boundaries between the front of the lot and the rear line of the house erected thereon and in no event will a hedge, wall or fence come closer to the street on any side of a house than the building setback line.

10. No commercial automobiles, trucks (excepting trucks for light delivery purposes) or trailers of any kind shall be parked or stored on any of the streets of said subdivision or on any of the lots therein or be housed in any garages which may be erected on any of the lots; provided, however, this restriction shall not apply to trucks entering said subdivision for the purpose of pickup and delivery.

11. These restrictions are to run with the land and shall be binding on the present proprietor and all persons claiming under it for a period of twenty-five (25) years from the date these restrictions are recorded, after which time said restrictions, except as expressly provided for to the contrary herein, shall be automatically extended for successive period of ten (10) years unless an instrument signed by the then owners of a majority of the lots has been recorded agreeing to change said restrictions in whole or in part.

12. Nothing herein contained shall, however, be construed to give the proprietor or any other lot owner any reversionary rights on account of any violation of these restrictions but their enforcement shall be by proceedings at law or in



equity, against any person or persons violating or attempting to violate any restriction, either to restrain violation or to recover damages.

13. The invalidation of any one of these restrictions by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, Portage Realty Corporation, as the owner of the lands in said Addition, has caused this instrument to be executed in its name and on its behalf by its President, attested by its Secretary and its corporate seal to be affixed this 12<sup>th</sup> day of April, 1957.

PORTAGE REALTY CORPORATION

By Paul D. Mass  
Paul D. Mass, President

ATTEST:

William F. Foley  
William F. Foley, Secretary

STATE OF INDIANA )  
                          ) SS:  
ST. JOSEPH COUNTY )

Before me, a Notary Public in and for said County and State, personally appeared Paul D. Mass and William F. Foley known to me to be President and Secretary respectively of Portage Realty Corporation, who on behalf of said corporation acknowledged the execution of the above and foregoing instrument to be its voluntary act and deed.

Witness my hand and Notarial Seal this 12<sup>th</sup> day of April, 1957.

Rubland Beechler  
Notary Public

My Commission expires:

April 18, 1958