

Churchill Drive

Cavanaugh Drive

Gartner Drive

Dedication of Coquillard
Woods Addition, Sec. I

RESTRICTION ON SECTION "I" IN COQUILLARD

DEDICATION OF SECTION "I"

IN COQUILLARD WOODS ADDITION

TO THE CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA

The annexed drawing is a plat of Section "I" in Coquillard Woods Addition to the City of South Bend, St. Joseph County, Indiana and comprises the following described tract of land, to wit:

Beginning at a point two hundred sixty-eight and seven tenths (268.7) feet west and fifty-six and fifty-seven hundredths (56.57) feet southwest of the ^{N.E. Cor. of the S.E. 4th of Sec. 0} center of Section 0 Township 37-N R 3 E, thence west on south line of Corby Street a distance of one thousand one hundred eighty-five (1,185) feet, thence south easterly a distance of three hundred sixty-five and four tenths (365.4) feet, thence west a distance of one hundred thirty and sixty-four hundredths (130.64) feet, thence south easterly a distance of one hundred sixty-seven and eighty-five hundredths (167.85) feet to north line of Churchhill Drive, thence south westerly a distance of fifty-five and fifty-one hundredths (55.51) feet to center of Campeau Street, thence south easterly on the center line of Campeau Street a distance of two hundred ten and forty-eight hundredths (210.48) feet, thence north sixty-eight degrees (68°) thirty-three minutes (33') east a distance of two hundred seventy-seven and eighty-six hundredths (277.86) feet; thence north seventy-five degrees (75°) five minutes (5') east a distance of three hundred thirty (330) feet; thence north seventy-one degrees (71°) fifty-nine minutes (59') east a distance of fifty-two and fifteen hundredths (52.15) feet; thence north sixty-two degrees (62°) thirty-one minutes (31') east a distance of ninety-eight and four tenths (98.4) feet; thence north fifty-one degrees (51°) sixteen minutes (16') east a distance of seventy-nine and four tenths (79.4) feet; thence north forty-six degrees (46°) sixteen minutes (16') east a distance of twenty-five and twelve hundredths (25.12) feet; thence north fifty-three degrees (53°) fifty two minutes (52') east a distance of seventy-five and sixty-six hundredths (75.66) feet; thence north forty-six degrees (46°) sixteen minutes (16') east a distance of four hundred ninety and fifty-six hundredths (490.56) feet to place of beginning.

The plat contains forty-eight (48) lots, numbered from 465 to 512 inclusive.

The size of the lots and the widths of the streets and utility easements are marked on the plat in feet and decimals of feet thereof.

The streets are hereby dedicated to the public for use as public highways only.

The easements are reserved for the exclusive use by public utilities.

IN WITNESS, THEREFORE, A. Harold Weber, Inc., being owner of the fore-going described real estate, has caused this dedication to be signed by its President, A. Harold Weber, its seal affixed and attested by its Secretary, Hazel M. Arver, this 7th day of June, 1956.

A. HAROLD WEBER, INC.

By: A. Harold Weber
President

ATTEST:

Hazel M. Arver
Secretary

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

Before me, the undersigned Notary Public in and for said County and State, came A. Harold Weber and Hazel M. Arver, known by me to be the President and Secretary respectively of A. Harold Weber, Inc., and acknowledge the execution of the foregoing instrument.

WITNESS my hand and seal this 7th day of June, 1956.

My Commission Expires Jan. 19, 1958

My Commission Expires: _____

Monica M. Howland
Notary Public

RESTRICTIONS FOR SECTION "I" IN COQUILLARD
WOODS ADDITION TO THE CITY OF SOUTH BEND, INDIANA

THIS INDENTURE WITNESSETH: That, whereas, A. Harold Weber, Inc., is the owner of certain real estate in the City of South Bend, St. Joseph County, Indiana, more particularly known as Section "I" in Coquillard Woods Addition to the City of South Bend, Indiana, as recorded in Plat Record _____ at _____ of the records of said County and State.

NOW, THEREFORE, in consideration of the sale and conveyance of any and all of said lots in said Section "I" in Coquillard Woods Addition, by the said A. Harold Weber, Inc., to the several purchasers thereof, or of the sale of any interest therein to such purchasers of such lot or lots, on contracts for the purchase of said real estate, or any part thereof, as well as all conveyances of said real estate, shall be made subject to, and shall include, the following restrictions as a part of such contract or contracts and conveyance or conveyances, as fully and effectually as if written therein at length, namely:

1. All lots in said addition are restricted to private residences and shall not be improved, used or occupied for other than private one family residence purposes and no building other than a detached dwelling house to be used exclusively as a residence for a single family may be constructed on these lots except that garages to be used exclusively for domestic purposes conforming in design and construction with the residence may be constructed thereon and if the said garages are detached from the residence constructed on the lot, each of them shall be located only on such portion of the lot as shall be first approved by A. Harold Weber, Inc., its successors and assigns.
2. No dwelling house costing less than \$12,000.00 may be constructed on Lots Numbered 465 to 512 inclusive in said Addition.
3. Not more than one residence shall be constructed on any one lot and a lot shall mean a lot as now platted or the ownership of parts of two adjoining lots, the total width of which at the front lot line shall not be less than the front width lot line of either the lots as now platted.
4. Any dwelling constructed in this addition shall have a ground floor square foot area of the main structure, exclusive of one story open porches and garages, of at least 1,000 square feet in the case of a one-story structure and not less than 675 square feet in the case of a one and one-half, two or two and one-half story structure.
5. All buildings shall be placed on said lots in such manner as will comply strictly with the building set back lines indicated on said plat and no building shall be placed nearer than five (5) feet from the side lot lines where no set back line is indicated on said plat. The side building line restrictions includes all parts or projections of houses such as porches, bay windows, and the like, none of which shall be nearer than the distance indicated.
6. No building shall be erected, placed, or altered on any plat in this sub-division until the building plans, specifications, and the plot plan showing the location of such building, have been approved in writing as to conformity and harmony of external design with existing structures in the sub-division, and as to location of the building with respect to topography and finished ground elevation, by either A. Harold Weber or his duly designated representative. In the event said fore-going persons or their designated representative, fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations 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. Neither the corporation nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant.

7. No ashes, weeds, nuisance or unsightly object or objects shall be permitted or suffered to remain on said premises nor shall the premises be used in any way, or for any purpose, that may endanger the health or unreasonably disturb the quiet of any holder of adjoining land. No live poultry, hogs, or cattle shall be housed on or about any lot. No fence or fences shall be erected or maintained on any lot in said sub-division unless the plans and specifications for such fence or fences shall first be submitted to A. Harold Weber, Inc., its successors and assigns and approval thereof obtained in writing for the construction of said fence or fences; but this is not to be construed to prohibit the planting or maintenance of hedges, shrubbery, or trees. No noxious or offensive trade or activity shall be carried on, upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No trailer, basement, tent, shack, or garage, barn, or other out-building erected in the tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary nature be used as a residence. This Covenant, however, shall not be construed to prohibit the erection of a temporary field office, to be used by the developers or builders in the development of said sub-division.

9. For the purpose of securing conformity of plan and to avoid conflicting levels of lots and elevations of buildings, the right to establish grade lines for lots and the heights of foundations and elevations of buildings will be reserved by A. Harold Weber, Inc., its successors and assigns.

10. No billboard or advertising sign shall be erected or maintained anywhere upon said property or in the windows or doors of the building, except such as may be placed temporarily on said property by A. Harold Weber, Inc., its agents or nominees for the purpose of promoting the sale of lots in said sub-division.

11. A. Harold Weber, Inc., reserves to itself, its successors, and assigns, an easement to enter upon and construct and maintain a line of power line, telephone wires, overhead or conduit, sewer and other utilities incidental and beneficial to the lots in said sub-division, in a strip of land five (5) feet in width, forming the rear five (5) feet of all the lots herein described, except certain variation as shown on the recorded plat.

12. The herein enumerated restrictions, rights, reservations, limitations, agreements, covenants and conditions shall be deemed as covenants and not as conditions thereof, and shall run with the land for a period of twenty-five (25) years from June 1, 1956 and shall automatically be continued thereafter for successive periods of ten (10) years each, provided that the owners of the fee simple title to a majority of the lots in this sub-division that are restricted, or which may hereinafter be restricted in a manner similar to those restricted by this instrument, may release all of the land hereby restricted from one or more of said restrictions at the end of the first twenty-five (25) year period, or any successive ten (10) year period thereafter by executing and acknowledging an appropriate agreement in writing for such purposes and filing the same record in the office of the Recorder in St. Joseph County, Indiana, at least one (1) year prior to the expiration of the first twenty-five (25) year period or any ten (10) year period thereafter. Invalidation of any one of these restrictions by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

13. The restrictions, rights, reservations, limitations, agreements, covenants and conditions may be enforced by the owner, or owners, of any lot or lots, in said sub-division, any one or more of whom, his or their legal representatives, successors or assigns, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions, rights, reservations, limitations, agreements, covenants and conditions, above set forth in addition to the ordinary legal action for damages; and the failure of any owner or owners, of any lot or lots, in said sub-division to enforce any of the said restrictions, rights, reservations, limitations, agreements, covenants and conditions herein set forth, at the time of the violation, shall in no event be a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, A. Harold Weber, Inc., has, by order of its Board of Directors, caused this indenture to be signed by its President, its seal affixed and attested by its Secretary, this 7th day of June, 1956.

A. HAROLD WEBER, INC.

By: *A. Harold Weber*
President

ATTEST:

Hazel M. Arver
Secretary

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

Before me, the undersigned, a Notary Public in and for said county and state, came A. Harold Weber and Hazel Arver, personally known by me to be the President and Secretary, respectively of A. Harold Weber, Inc., and acknowledged the execution of the foregoing.

WITNESS MY HAND AND NOTARIAL SEAL, this 7th day of June, 1956.

Monica M. Howard
Notary Public

My Commission Expires Jan. 19, 1958

My Commission Expires: _____