

22073 (part of the ...)

BOOK 185 PAGE 294
68343

DECLARATION OF RESTRICTIONS

All persons who shall hereafter acquire any land in the unrecorded Plat of Daugherty's 1st Addition in German Township more particularly described as follows: Part of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 17, Township 38 North, Range 2 East described as beginning at the Southeast corner of the West Half (1/2) of the Southwest Quarter (1/4) of said Section 17 (which point is in Erie Road) running thence North 200 feet to an iron; running thence West a distance of 400 feet to an iron; thence South 200 feet to the South line of said section; thence East 400 feet to the place of beginning, being Lots 1, 2, 3 and 4, which is located in German Township, St. Joseph County, Indiana, shall be taken and held to agree and conform with the undersigned owner of said real estate and with their successors and assigns to conform to and observe the following restrictions and stipulations as to the use thereof and the construction of improvements thereon, namely:

ARTICLE I

Use and occupancy of lots in the tract above described shall be confined to residential purposes. No structures shall be erected or placed or permitted to remain on any building plot other than:

- (a) Detached single-family dwellings, not to exceed two stories in height.
- (b) A private garage accommodating not more than three cars.

ARTICLE 2

A. No dwelling house may be constructed on Lots Numbered 1, 2, 3 and 4, having ground floor space of less than 1,000 square feet for a single story or ranch type home; less than 800 square feet of ground floor space for a 1 1/2 or 2 story home; 2,100 square feet for a "split level" dwelling. Minimum price on any house shall not be less than \$13,500.00. The said dwelling houses, exclusive of garage, shall not set back further than 70 feet from the fronting street line, nor shall they be nearer than 40 feet from the fronting street line unless the prior written permission is obtained from Lynn D. Daugherty, his successors or assigns.

ARTICLE 3

Not more than one residence shall be constructed on any one lot. 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 lot line of either of the lots as now platted.

ARTICLE 4

No animals or livestock shall be raised, bred or kept on any lot in said Addition except that dogs, cats or other household pets may be kept, Provided they are not kept, bred or maintained for any commercial purpose.

ARTICLE 5

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood. No ashes, weeds or unsightly 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 holder or unreasonably disturb the holder of any adjoining land. No fence or wall shall be erected or maintained on any lot in said section without the written consent of Lynn D. Daugherty, his successors or assigns first had and obtained.

ARTICLE 6

No trailer, basement, tent, shack or garage shall be any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

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ARTICLE 7

A. No structures shall be moved onto any lot.
B. No garage shall be erected on any lot in said tract except at the time of the erection of or after the completion of such a residence building as is permitted by these restrictions.

ARTICLE 8

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 has been approved by Lynn D. Daugherty, his successors or assigns, as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation.

ARTICLE 9

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot in size. One sign of not more than five square feet advertising the property for sale or rent, ~~or signs, signs~~ ~~or signs, signs~~ There is reserved to Lynn D. Daugherty, his successors and assigns, the right to construct such signs as they desire in order to foster the promotion of the entire Addition and to effect sales of lots or structures in said Addition.

ARTICLE 10

Landscaping of grading, seeding for grass or sodding must be completed within twelve months of date of start of construction.

ARTICLE 11

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1990, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of the lots in said Addition has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE 12

The restrictions, rights, reservations, limitations, agreements, covenants and conditions may be enforced by the owner or owners of any lot or lots in said subdivision, 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, that the failure of any owner or owners, or any lot or lots, in said subdivision 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 rights to do so thereafter.

ARTICLE 13

Invalidation of any one of these covenants by judgment or court order shall in no wise void any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Lynn D. Daugherty and Kathryn H. Daugherty, husband and wife, being the owners of all of the lots in said Addition, has caused this declaration of restrictions to be signed and sealed this 16th day of November, 1961.

STATE OF INDIANA) SS:
County of St. Joseph

Lynn D. Daugherty
Lynn D. Daugherty

Kathryn H. Daugherty
Kathryn H. Daugherty

This instrument was prepared by Lynn D. Daugherty.

BOOK 185 PAGE 295

Before me, the undersigned, a Notary Public in and for Said County and State personally appeared Lynn D. Daugherty and Kathryn H. Daugherty, husband and wife, and acknowledged the execution of the foregoing declaration of restrictions.

In witness whereof, I have hereunto subscribed my name and affixed my notarial seal this 16th day of November 1961.

My Commission expires:

October 7, 1965

Grace B. Cash
Notary Public

TERESE P. SHARPE



This instrument was prepared by Lynn D. Daugherty.

Minor Subdivision
for
Lynn D. Daugherty

Part of the West Half of the Southwest Quarter, Section 17-38-2 East, German Township,
St. Joseph County, Indiana.

A parcel or tract of land described as follows, viz: Beginning at a point which is the Southwest corner of the West Half of the Southwest Quarter of Section 17, Township 38 North, Range 2 East; thence North (2640) feet, more or less, along the West line of the said West Half to the North line of the West Half of the said Southwest Quarter; thence East (1320) feet more or less, to the East line of the said West Half of the said Southwest Quarter; thence South along said East line of the said West Half of the said Southwest Quarter; Southeast corner of the said West Half of the said Southwest Quarter; thence West (100) feet parallel to said South line of the said West Half of the said Southwest Quarter; thence West (100) feet to the said South line of the said West Half of the said Southwest Quarter; thence West (100) feet parallel to said South line of the said West Half of the said Southwest Quarter; thence North (200) feet; thence West (220) feet parallel to said South line of the said West Half of the said Southwest Quarter; thence South (200) feet to the said West line of the said West Half of the said Southwest Quarter; thence West (110) feet along said South line of West Half of the Southwest Quarter to place of beginning.

The lots are numbered from 1 to 2 inclusive.

The size of the lots are shown on the Plat in feet and decimals, thereof.
There are strips of land $7\frac{1}{2}$ feet in width as shown on the Plat and marked "Easement" reserved for the use of public utilities for the installation of water, sewer mains, poles, ducts, lines and wires subject at all times to the proper authorities and to the easement herein reserved.

This subdivision shall be known as Lynn D. Daugherty's subdivision. All streets not heretofore dedicated are hereby dedicated to the public.

We the undersigned Lynn D. Daugherty and Kathryn Daugherty, owners of the real estate shown and described herein, do hereby lay off plat and subdivide said real estate in accordance with the within plat.

Lynn D. Daugherty

Kathryn Daugherty

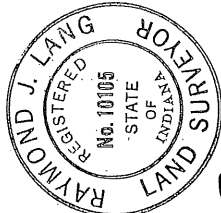
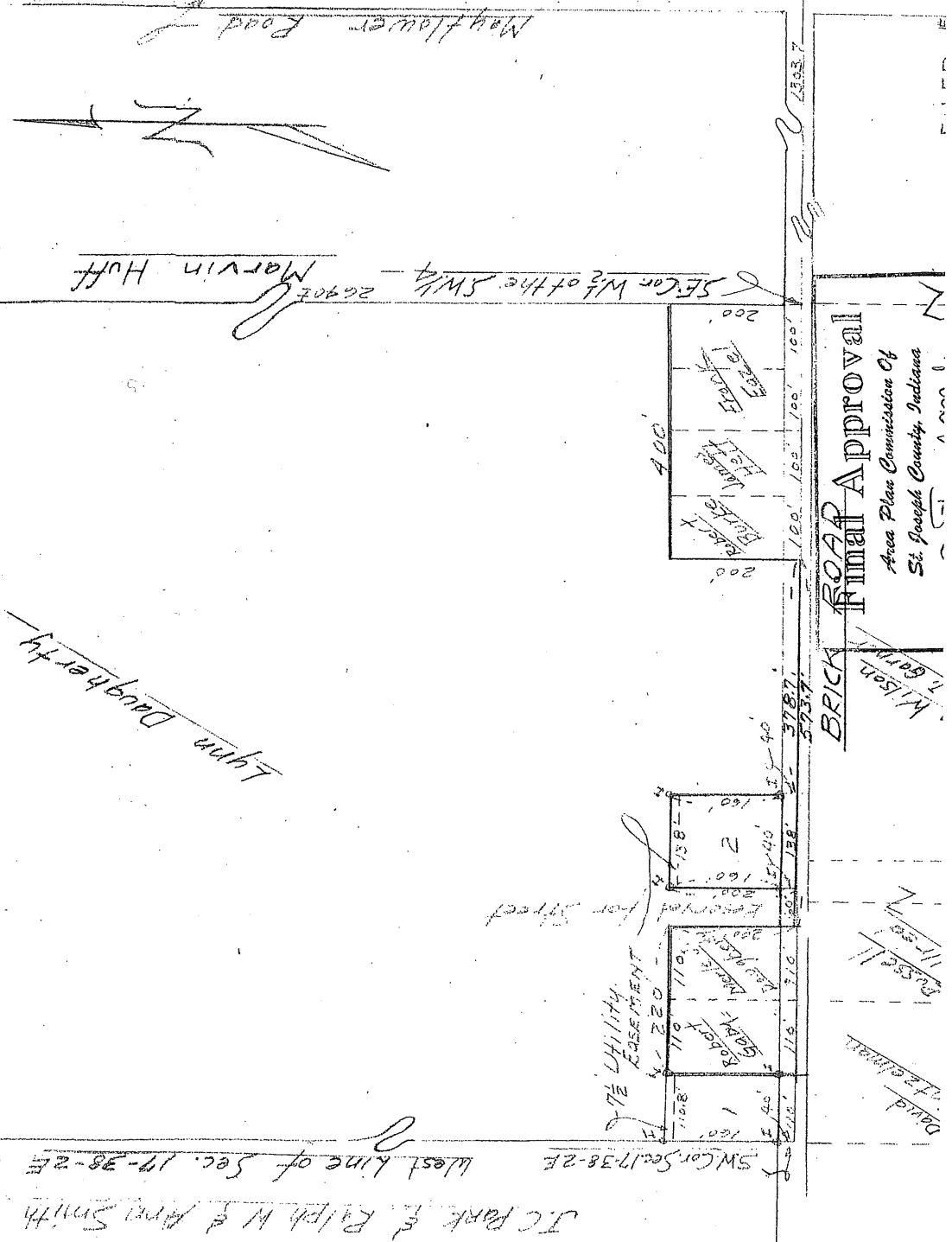
State of Indiana, County of St. Joseph
Before me, the undersigned Notary Public, in and for the County and State, personally appeared Lynn D. Daugherty and Kathryn Daugherty, and each separately and severally acknowledged the execution of the foregoing instrument as his or her voluntary act and deed, for the purposes there expressed.

Witness my hand and Notarial Seal this _____ day of _____

Chester Wagoner

Notary Public

1320 ±



Raymond J. Lang
6-2-2016

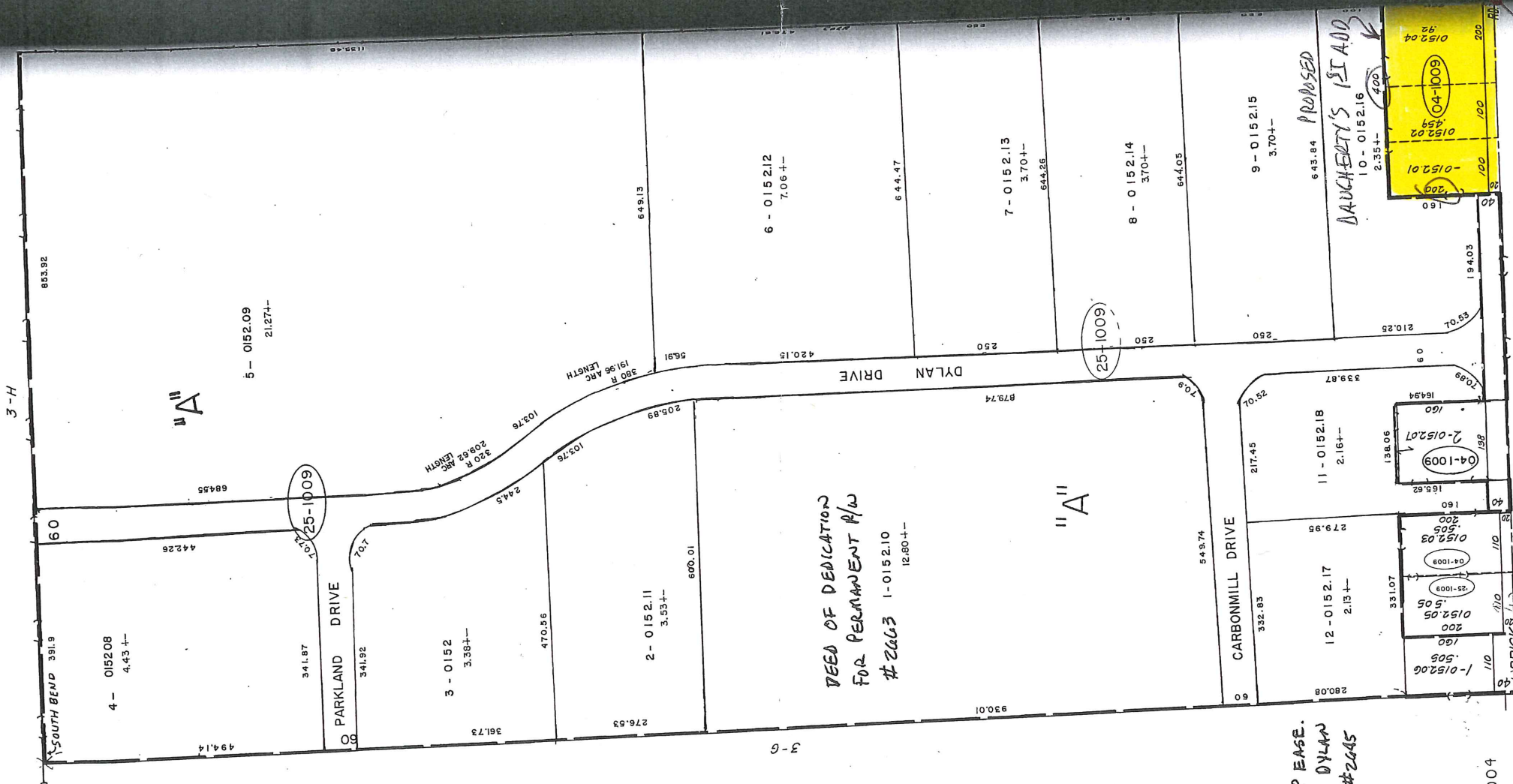
BRICK ROAD Final Approval
Area Plan Commission Of
St. Joseph County, Indiana

J.C. Park & Ralph W. & Arnie Smith
West line of Sec. 17-38-2E

UTILITY EASEMENT

Misc. 11-30-11

Misc. 11-30-11



"A"
 U.S. 31 INDUSTRIAL
 PARK, PHASE II

DEED OF DEDICATION
 FOR PERMANENT R/W
 #2663 1-0152.10
 12.80+-

TEMP EASE.
 FOR DYLAN
 DR #2645

PROPOSED
 DAUGHERTY'S 1ST ADD

SE COR OF
 W 1/2 OF
 SW 1/4

Revised Copyright
 2004
 Copyright 1987
 THE SIBWELL COMPANY

SCALE: 1" = 100'

3-17E