



# **DAVID BRENTON'S TEAM**

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## **RE/MAX Select, REALTORS**

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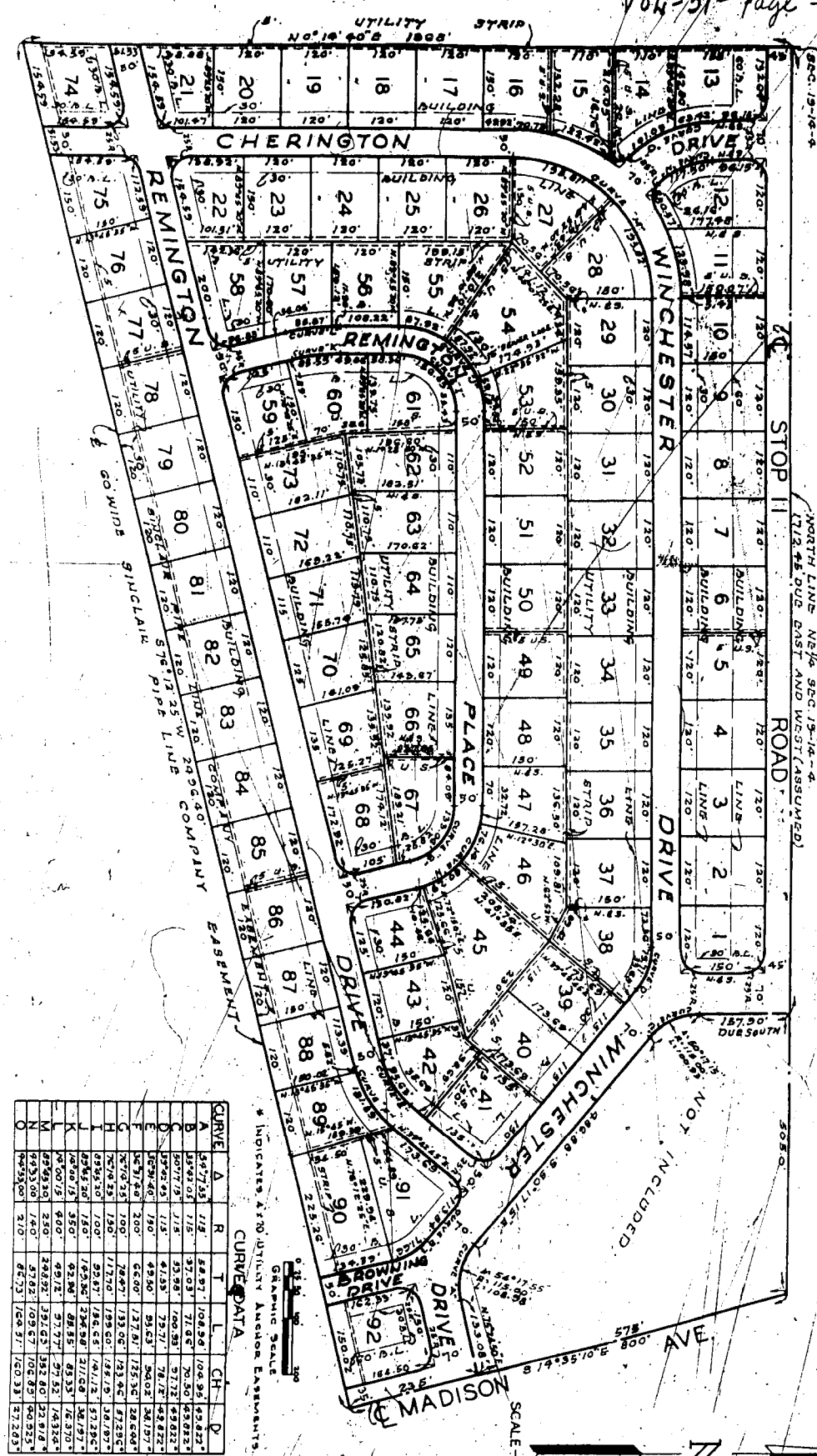
**[www.move2indy.com](http://www.move2indy.com)**

The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

**The information is deemed reliable, but not guaranteed.**

# WINCHESTER VILLAGE

## FIRST SECTION



\* INDICATES 4:00 UTILITY ANCHOR EASEMENTS.

CURVE	Δ	R	T	L	CH	P
A	547.35	115	58.97	108.50	106.95	43.822
B	507.73	115	57.03	71.82	70.50	43.822
C	507.73	115	53.98	100.39	97.72	43.822
D	507.73	115	41.39	73.71	74.72	43.822
E	507.73	115	49.50	95.63	96.02	36.197
F	571.61	300	62.00	27.81	123.52	28.604
G	2670.35	100	78.87	13.02	123.42	27.593
H	2670.35	100	117.90	195.50	148.19	36.197
I	2670.35	100	92.87	182.65	144.12	37.292
J	2670.35	100	145.32	226.58	211.02	36.197
K	2670.35	100	42.86	88.55	85.33	36.370
L	2670.35	100	49.12	97.77	97.52	36.370
M	2670.35	100	248.92	321.63	382.80	27.818
N	2670.35	100	87.92	109.67	106.89	40.323
O	2670.35	100	87.92	109.67	106.89	40.323
P	2670.35	100	210	126.31	120.33	37.293

NEW COR. N.C. 1/4  
SEC. 19-16-6

NORTH LINE NE 1/4 SEC 19-16-6  
1712.45 DUE EAST AND WEST (ASSUMED)

STOP II

ROAD

300.0

N

SCALE - 1" = 150'

GRAPHIC SCALE

## The Neighborhood of Winchester Village

# COVENANT

One. Front building lines are hereby established as shown on said plat, between which lines and the property lines of the several streets shall be erected and maintained no permanent or other structures or parts thereof.

Two. All lots in this subdivision shall be designated as residential lots. Only one single family dwelling not exceeding two and one-half (2 ½) stories or thirty-five (35') feet in height with the usual accessory buildings shall be erected or maintained on any lot in this addition.

Three. No residence shall be erected or maintained on any lot in this addition having a ground floor area of less than 1500 square feet, if a one story structure, or 1000 square feet in the case of a higher structure.

Four. Every building or part thereof shall be so located as to provide a percent of the width of the lot at the building setback line or twenty (20') feet, whichever is the lesser, except that in case where the same as shown on the plat, then this restriction shall apply to the lot lines of the extreme boundaries of the multiple lots.

Five. No trailer, tent, shack, basement, garage or temporary structure of any kind shall be used for temporary or permanent residential purposes on any of these lots. No obnoxious or offensive trades shall be carried on upon any lot in this subdivision, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.

Six. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above street, 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 points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. 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.

**Seven.** No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to the conformity and harmony of external design with the existing structures in this subdivision, and as to location of the building with respect to the topography and finished ground elevations by Robert J. Cook and Robert J. Wilson, or by a representative or representatives designated by them. If said committee shall fail to act upon any plans submitted for its approval within 30 days, then the owner may proceed with the building plans submitted, provided such plans are not contrary to these covenants. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

**Eight.** The right to enforce each and all of the limitations, conditions and restrictions set forth herein, together with the right to cause the removal of any building erected or altered in violation thereof by injunction or other legal process is hereby reserved to each and every owner of the several lots in this subdivision, their grantees and assigns, who shall be entitled to such injunctive relief without being required to show any damages, together with reasonable attorney's fees. The Metropolitan Plan Commission of Marion County, Indiana, shall also have the right of enforcement of all the foregoing covenants.

**Nine.** These restrictions constitute covenants running with the land and shall be in full force and effect for a period of 25 years from date, provided that at the expiration of such term these restrictions shall be automatically renewed thereafter for periods of 25 years each, unless at least one year prior to the expiration of each 25 year period, the owner or owners of a majority of the lots in this addition shall execute and acknowledge a declaration in writing waiving renewals and said written declaration shall be recorded in Land Records of Marion County, in which event the provisions above set forth for renewals shall be null and void.

THIS SUBDIVISION CONSISTS OF 99 LOTS, BEARING FROM 1 TO 99, BOTH INCLUSIVE, WITH STREETS AS SHOWN HEREON. THE LOTS ARE MORE OR LESS THE WHOLE OF THE STRIPS AND ALONG WITH THE LOTS AND FREE OF THE STRIPS OF EASEMENTS, CONTAINED IN SAID DEED.

THE UNDERSIGNED, WINCHESTER VILLAGE, INC., BY ITS DULY AUTHORIZED OFFICERS, ROBERT A. YEAGER, PRESIDENT, HAROLD G. HILLER, TREASURER, AND HENRY COONBS, SECRETARY, HEREBY LAY OFF, PLAN AND SUBDIVIDE SAID AREA ESTATE IN ACCORDANCE WITH THIS PLAN AND CERTIFICATE.

*Robert A. Yeager*  
ROBERT A. YEAGER, PRESIDENT  
HAROLD G. HILLER, TREASURER  
HENRY COONBS, SECRETARY



9. THESE RESTRICTIONS CONSTITUTE COVENANTS, COVENANTS OF QUIET ENJOYMENT AND COVENANTS OF WARRANTY IN FULL FORCE AND EFFECT FOR A PERIOD OF 25 YEARS, COMMENCING ON THE DATE OF RECORDATION OF THIS INSTRUMENT. THESE RESTRICTIONS SHALL BE BINDING ON ALL SUCCESSORS, HEIRS, ASSIGNS, DEVISEES, EXECUTORS, ADMINISTRATORS, AND CREDITORS OF EACH OF THEM. IN WITNESS WHEREOF, THE UNDERSIGNED HAVE HEREON SET THEIR HANDS AND AFFIXED THEIR SEALS AND SIGNED AND ACKNOWLEDGED A DECLARATION IN WRITING, WHICH SAID WRITTEN DECLARATION SHALL BE RECORDED IN THE PUBLIC RECORDS OF HANTON COUNTY, IN WHICH EVENT THE PROVISIONS SET FORTH FOR RENEWAL SHALL BE NULL AND VOID.

10. THE INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDICIAL OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

WITNESS OUR SIGNATURES AND CORPORATE SEAL THIS 25th DAY OF July, 1960.

ATTEST: *Henry Coonbs* Secretary  
ROBERT A. YEAGER, PRESIDENT  
HAROLD G. HILLER, TREASURER

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS WINCHESTER VILLAGE, FIRST SECTION.  
THE STREETS, TO BE KNOWN AND DESIGNATED AS PUBLIC USE.

THERE ARE STRIPS OF GROUND MARKED UTILITIES SHOWN ON THE PLAN WHICH ARE HEREBY RESERVED FOR PUBLIC UTILITIES, NOT INCLUDING TRANSPORTATION COMPANIES, FOR THE INSTALLATION AND MAINTENANCE OF POLES, WIRES, SEWERS, DRAINS, AND OTHER UTILITIES. COVENANTS OF LOTS IN THIS SUBDIVISION SHALL TAKE THIS SUBJECT TO THE EASEMENTS HEREBY CREATED AND SUBJECT TO ALL OTHERS OF PROPER AUTHORITIES TO SERVICE THE UTILITIES AND THE EASEMENTS HEREBY CREATED, AND NO PERMANENT STRUCTURE OF ANY KIND, AND NO PART THEREOF, EXCEPT FENCES, SHALL BE BUILT, ERECTED OR MAINTAINED IN SAID "UTILITY STRIPS".

THE LOTS IN THIS SUBDIVISION AND THE USE OF THE LOTS IN THIS SUBDIVISION BY PRESENT AND FUTURE OWNERS OR OCCUPANTS SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS AND RESTRICTIONS, WHICH SHALL RUN WITH THE LAND:

1. FRONT BUILDING LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE WITHIN PLAT, BETWEEN WHICH LINES AND THE PROPERTY LINES OF THE SEVERAL STREETS SHALL BE ERECTED AND MAINTAINED NO PERMANENT OR OTHER STRUCTURE OR PART THEREOF, EXCEPT OPEN PORCHES AND FENCES.

2. ALL LOTS IN THIS SUBDIVISION SHALL BE DESIGNATED AS RESIDENTIAL LOTS. ONLY ONE SINGLE FAMILY DWELLING NOT EXCEEDING TWO AND ONE-HALF STORIES OR THIRTY-FIVE (35) FEET IN HEIGHT WITH THE USUAL ACCESSORY BUILDINGS SHALL BE ERECTED OR MAINTAINED ON ANY LOT IN THIS ADDITION.

3. NO RESIDENCE SHALL BE ERECTED OR MAINTAINED ON ANY LOT IN THIS ADDITION HAVING A GROUND FLOOR AREA OF LESS THAN 1,500 SQUARE FEET BY A ONE-STORY STRUCTURE, OR 1,000 SQUARE FEET IN THE CASE OF A HIGH-RISE STRUCTURE.

4. EVERY BUILDING OR PART THEREOF SHALL BE SO LOCATED AS TO PROVIDE A SIDE YARD ON EACH SIDE OF SAID BUILDING EQUAL IN WIDTH TO FIFTEEN (15) PERCENT OF THE WIDTH OF THE LOT AT THE BUILDING SETBACK LINE OR TWENTY (20) FEET, WHICHEVER IS THE LESSER, EXCEPT THAT IN CASE WHERE THE SAME PERSON OR PERSONS OWN TWO ADJOINING LOTS AND SEPARATED BY A UTILITY STRIP AS SHOWN ON THE PLAT, THEN THIS RESTRICTION SHALL APPLY TO THE LOT LINES OF THE SEVERAL BOUNDARIES OF THE MULTIPLE LOTS.

5. NO TRAILER, TENT, SHACK, BARN, GARAGE OR TEMPORARY STRUCTURE OF ANY KIND SHALL BE USED FOR TEMPORARY OR PERMANENT RESIDENTIAL PURPOSES ON ANY OF THESE LOTS. NO OBNOXIOUS OR OFFENSIVE TRADES SHALL BE CARRIED ON UPON ANY LOT IN THIS ADDITION, NOR SHALL ANYTHING BE DONE THEREIN WHICH SHALL BE OR BECOME A NUISANCE TO THE NEIGHBORHOOD.

6. NO FENCE, WALL, HEDG, OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT AT INTERSECTIONS BETWEEN 2 AND 5 FEET ABOVE THE STREET, SHALL BE PERMITTED TO REMAIN ON ANY ADJACENT LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET, ANY LINES AND A LINE CONNECTING SAID ADJACENT CORNERS OF SAID LOT LINES, OR IN THE CASE OF INTERSECTIONS OF SAID LINES, FROM THE INTERSECTION OF THE STREET TO THE CORNER OF SAID LINES. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN THE TRIANGULAR AREA FORMED BY THE STREET, ANY LINES AND A LINE CONNECTING SAID ADJACENT CORNERS OF SAID LOT LINES, OR IN THE CASE OF INTERSECTIONS OF SAID LINES, FROM THE INTERSECTION OF THE STREET TO THE CORNER OF SAID LINES. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN THE TRIANGULAR AREA FORMED BY THE STREET, ANY LINES AND A LINE CONNECTING SAID ADJACENT CORNERS OF SAID LOT LINES, OR IN THE CASE OF INTERSECTIONS OF SAID LINES, FROM THE INTERSECTION OF THE STREET TO THE CORNER OF SAID LINES.

STATE OF INDIANA  
COUNTY OF MARION  
I DO HEREBY CERTIFY THAT I AM A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, AND THAT I AM DULY QUALIFIED TO PERFORM THE DUTIES OF SAID OFFICE. I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS FORWARDED TO ME BY THE UNDERSIGNED AND THAT I HAVE READ THE SAME AND THAT THE UNDERSIGNED HAVE ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AND THAT THEY ARE FULLY QUALIFIED TO EXECUTE THE SAME AND THAT THEY HAVE DONE SO FOR THE USE AND PURPOSE THEREIN EXPRESSED AND APPLIED THEIR SIGNATURES THEREON.

WITNESS MY HAND AND SEAL THIS 25th DAY OF July, 1960.  
Notary Public, *Donald K. Young*  
MY COMMISSION EXPIRES *February 14, 1961*

PUBLIC NOTICE WAS GIVEN ON THE 13th DAY OF April, 1960.  
APPROVED THIS 28th DAY OF July, 1960.  
*Donald K. Young* Notary Public  
DRAFTSMAN

APPROVED THIS 15th DAY OF July, 1960.  
*Donald K. Young*  
PLAN  
RECORDED  
JUL 28 1960