Easement Modified
Ordinance 68-1
Page 768.
8-6-68

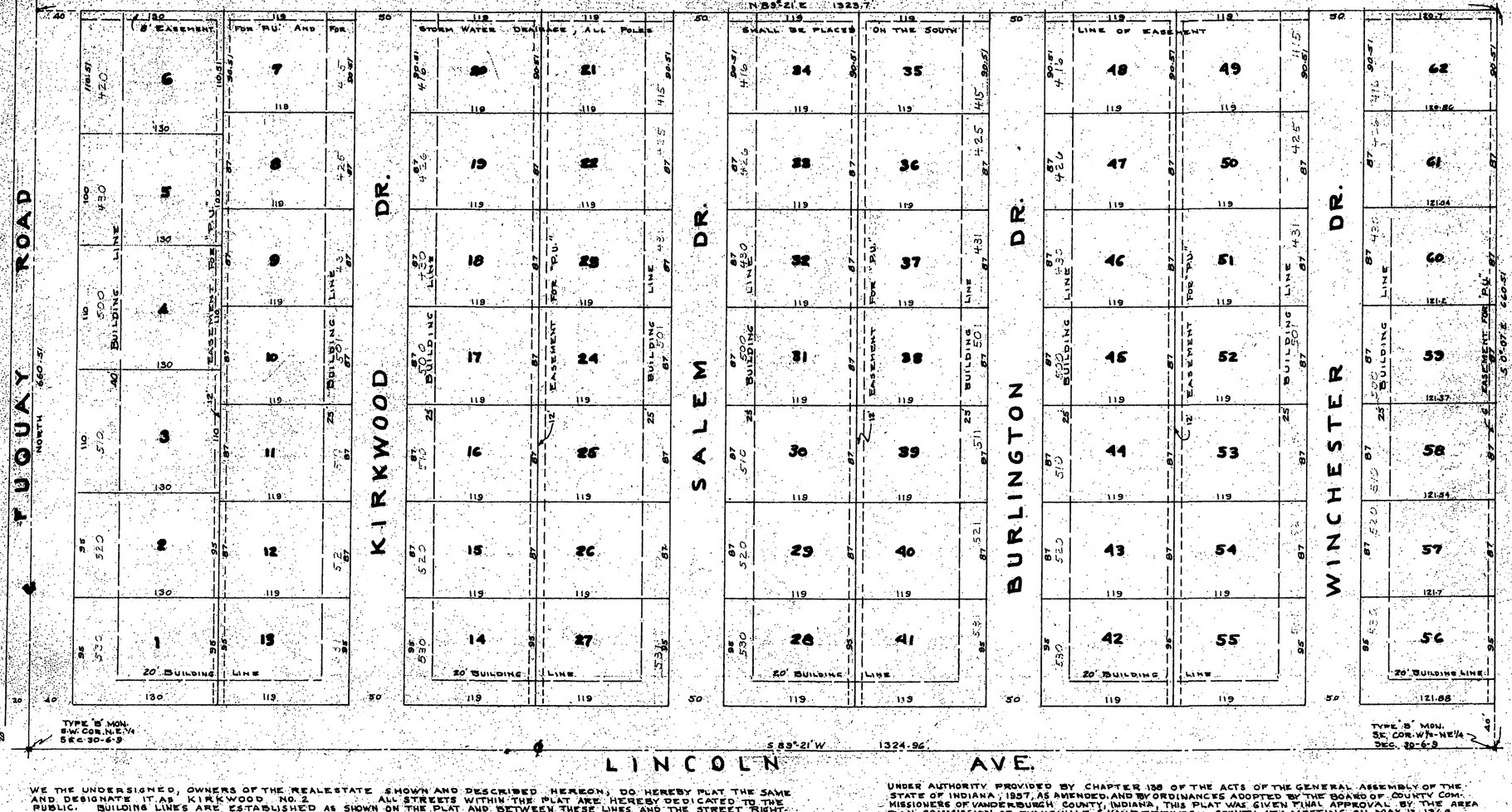
68-09528

KIRKWOOD NO. 2

RECEIVED FOR RECORD
at 1:30 P.M.
June 25 1968
Recorded in Plat Book 16 No. 1
Page 76
ALICE C. MEYER, RECORDER
VANDERBURGH COUNTY

DULY ENTERED for TAX
JUN 25 1968
Lewis E. Helper
AUDITOR

A SUBDIVISION OF PART OF THE W½ OF THE N.E.¼ OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 9 WEST, IN VANDERBURGH COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NE¼ OF SAID SECTION 30 AND MEASURE NORTH ALONG THE WEST LINE OF SAID ¼ SECTION FOR 660.51 FEET; THENCE N89°-21'E AND PARALLEL TO THE SOUTH LINE OF THE W½ OF THE NE¼ FOR 1323.7 FEET TO A POINT ON THE EAST LINE OF SAID W½-NE¼; THENCE S 00°07'E ALONG THE SAID EAST LINE FOR 660.51 FEET TO THE SOUTH-EAST CORNER OF THE W½-NE¼ OF SAID SECTION 30; THENCE S 89°-21'W ALONG THE SAID SOUTH LINE FOR 1324.96 FEET TO THE PLACE OF BEGINNING.



"Street, Road, and other pubic improvements hereon dedicated to the public are notified that the County will not accept streets for maintenance until the owners of the adjacent lots thereto improve the same up to said minimum standards."

WE THE UNDERSIGNED, OWNERS OF THE REALESTATE SHOWN AND DESCRIBED HEREON, DO HEREBY PLAT THE SAME AND DESIGNATE IT AS KIRKWOOD NO. 2. ALL STREETS WITHIN THE PLAT ARE HEREBY DEDICATED TO THE PUBLIC. BUILDING LINES ARE ESTABLISHED AS SHOWN ON THE PLAT AND BETWEEN THESE LINES AND THE STREET RIGHT-OF-WAY THERE SHALL NOT BE ERECTED OR MAINTAINED ANY BUILDING OR STRUCTURE. STRIPS OF LAND SHOWN ON THE PLAT AND MARKED 'EASEMENT FOR P.U.' ARE RESERVED FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF WATER, SEWER GAS, TELEPHONE AND ELECTRIC POLES, LINES, WIRES AND CONDUITS, SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENTS SHOWN HEREON. NO STRUCTURE SHALL BE ERECTED OR MAINTAINED ON SAID STRIPS OF LAND, OWNERS OF LOTS SHALL TAKE TITLE SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES IN THESE STRIPS OF LAND.

Raymond Lilbert Grace Lilbert Ronald R. Lilbert Carol J. Lilbert

RAYMOND LILBERT GRACE LILBERT RONALD R. LILBERT CAROL J. LILBERT

STATE OF INDIANA
COUNTY OF VANDERBURGH } S.S.

BEFORE ME, A NOTARY PUBLIC IN AND FOR STATE AND COUNTY PERSONALLY APPEARED THE ABOVE NAMED OWNERS AND SUBDIVIDERS. THEY ACKNOWLEDGE THE EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.
WITNESS MY HAND AND SEAL May 13, 1968
MY COMMISSION EXPIRES February 16, 1971
Diana Jane Sinder
NOTARY PUBLIC

UNDER AUTHORITY PROVIDED BY CHAPTER 138 OF THE ACTS OF THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, 1957, AS AMENDED, AND BY ORDINANCES ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF VANDERBURGH COUNTY, INDIANA, THIS PLAT WAS GIVEN FINAL APPROVAL BY THE AREA PLAN COMMISSION OF EVANSVILLE AND VANDERBURGH COUNTY AT A MEETING ON MAY 9, 1968

APPROVED BY THE AREA PLAN COMMISSION OF VANDERBURGH COUNTY
James E. Lucas (PRESIDENT)
Glenda Fiehe (SECRETARY)

PLAT RELEASE:
DATE June 13, 1968
Glenda Fiehe SECRETARY

Sewage disposal installation must meet the requirements of the Evansville-Vanderburgh County Health Department.

I, SAM BIGGERSTAFF, DO HEREBY CERTIFY I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA. I FUTHER CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT DRAWING OF THE REALESTATE DESCRIBED HEREON

COMPLETED ON MAY 4th, 1968

SAM BIGGERSTAFF L.S.
INDIANA REG. NO. 9938
EVANSVILLE, INDIANA



Subdivision of Vanderburgh County
75-11167
Plat Book 16 p. 63 — Misc. Book 63 p. 753 — Misc. Book 180 p. 1 — Restrictions of record — Estelle M. Moore, Recorder — K.B.-C.

RESTRICTIONS AND PROTECTIVE COVENANTS AFFECTING TITLE TO LOTS IN KIRKWOOD NO. 2, A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION THIRTY (30), TOWNSHIP SIX (6) SOUTH, RANGE NINE (9) WEST, IN VANDERBURGH COUNTY, INDIANA, ACCORDING TO THE RECORDED PLAT THEREOF.

THIS INDENTURE WITNESSETH: That the Lots in Kirkwood No. 2, are made subject to the following restrictions and protective covenants which are hereby imposed, and that the same shall operate as restrictions and protective covenants running with the title to said lots included within said subdivision, to wit:

1. All lots in the subdivision shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private one-story garage for not more than two cars.

2. No building shall be located nearer to the front lot line nor nearer to the side street line than the building set-back lines shown on the plat. No fence or wall shall be erected, placed, or altered on any lot nearer to the front lot line than the front line of the residential structure.

3. 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.

4. No residential structure shall be erected or placed on any building plot which plot has an area of less than 10,000 square feet. The ground floor area of the dwelling, exclusive of one-story open porches and garages, shall be not less than 1,100 square feet in the case of a one-story structure, nor less than 900 square feet in the case of a one-and one-half or two-story structure.

5. No garage, carport or other accessory building shall be constructed which is not attached to or built into the main dwelling structure.

6. No basement, garage, or other accessory building permitted to be erected in this subdivision shall be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No trailer, tent, shack, barn, or other outbuildings shall be placed on or erected in the subdivision, to be used as a residence temporarily or permanently, or for any purpose.

7. Until such time as a public sanitary sewerage system is installed and available for use, in said subdivision, each dwelling erected in said subdivision shall have a private sewage disposal system, the locating and manner of construction of which shall be in accordance with the requirements of and shall be approved by the proper public health authority. Upon construction of said sanitary sewers, all residents in the subdivision shall connect thereto.

8. The construction of any building which is commenced upon the lots within said subdivision shall be completed within a period of not more than one (1) year from the time of such commencement.

9. Roll roofing shall not be used as the roofing material on any building or structure within said subdivision.

10. Easements for the installation and maintenance of utilities are reserved as shown upon the plat of said subdivision to which this indenture applies.

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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. No farm animals shall be kept, fed, raised or bred upon this real estate. Not more than two dogs and two cats may be kept, fed, raised or harboured on this real estate.

13. No hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 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 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

14. No vehicle shall be regularly or habitually parked on any street in the tract, and every owner of a residence in this tract shall provide adequate facilities for off-street parking for all vehicles kept on the premises. Junk cars may be kept only in a garage.

15. All dwellings constructed upon any lot or building site shall have a minimum of seventy (70) per cent of the exterior walls constructed of either brick or stone or combination thereof, exclusive of gable ends of dwellings, dormers and carports.

16. Each and all of the covenants, conditions and restrictions contained herein shall run in favor of and shall inure to the benefit of all owners of lots in this subdivision jointly and severally, and may be enforced by them or by any of them in any court of competent jurisdiction by injunction or other appropriate remedy. The party judged to have violated any of said restrictions shall be liable to the aggrieved party for reasonable attorney fees, which shall be fixed by the court hearing said matter. The owner of any lot in this subdivision shall have the right to enforce said covenants, conditions and restrictions without proof of pecuniary damage to his own property in the subdivision.

17. The acceptance of a conveyance to any lot in this subdivision by any person shall be construed to be an acceptance and an affirmance by such person of each and all of the covenants, conditions and restrictions set out herein, whether or not the same be set out or specified in such conveyance.

18. Invalidation of any of the foregoing covenants, conditions or restrictions by judgment or order of a court shall in no wise affect any of the other covenants, conditions or restrictions, all of which shall remain in full force and effect.

19. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years, after which period of twenty-five (25) years said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned, as the owners of said subdivision, have caused the execution hereof by the affixing hereto of their hands and seals this 24th day of June, 1968.

Grace Libbert
Grace Libbert

Raymond Libbert
Raymond Libbert

Ronald R. Libbert
Ronald R. Libbert

Carol J. Libbert
Carol J. Libbert

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

Before me, the undersigned, a Notary Public, in and for said County, on this 24th day of June, 1968, personally appeared Grace Libbert, Raymond Libbert, Ronald R. Libbert and Carol J. Libbert, to me known to be the identical persons who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires January 19, 1969

Ruth E. Maier Notary Public
(RUTH E. MAIER)

This instrument prepared by Ruth E. Maier