

"LUDINGWOOD"

AN ADDITION TO THE CITY OF MUNCIE, INDIANA

The undersigned hereby certify that the annexed plat is a true and correct plat of "LUDINGWOOD", an Addition to the City of Muncie, Indiana, and represents correctly the amount, location and dimensions of the real estate contained in said subdivision and the lots therein designated, together with adjacent surrounding territory, streets, and other fixed monuments as now located.

The real estate included in said Addition is situate in Center Township, Delaware County, Indiana, and is described as follows: All that part of the Southwest quarter of the Southeast quarter of Section Seven (7), Township Twenty (20) North, Range Ten (10) East, that lies South of the center line of the West Jackson Street Pike, and estimated to contain 7.31 acres, more or less. And also, part of the Northwest quarter of the Northeast quarter of Section Eighteen (18), Township Twenty (20) North, Range Ten (10) East, described as follows: Beginning at a point on the South line of said Northwest quarter of the Northeast quarter Three hundred twenty-one and five tenths (321.5') feet East of the Southwest corner of said Northwest quarter of the Northeast quarter and running thence North parallel with the West line of said Northwest quarter of the Northeast quarter a distance of Six hundred fifteen and three tenths (615.3') feet; thence East at Right angles to last described line a distance of One hundred nine (109.0') feet; thence North parallel with said West line a distance of One hundred eighty-nine (189.0') feet; thence West at Right angles to last described line a distance of Two hundred thirty-nine (239.0') feet to a point One hundred ninety-one and five tenths (191.5') feet East of the West line of said Northwest quarter of the Northeast quarter; thence deflecting to the Right Sixty-six degrees forty-eight minutes (66°48') and running Northwesterly a distance of Seventy-six and sixteen hundredths (76.16') feet to a point One hundred sixty-one and five tenths (161.5') feet East of the West line of said Northwest quarter of the Northeast quarter; thence North parallel with said West line a distance of Seventy (70.0') feet; thence West at Right angles to last described line a distance of One hundred sixty-one and five tenths (161.5') feet to the West line of said Northwest quarter of the Northeast quarter; thence North on and along said West line a distance of Three hundred ninety-three and two tenths (393.2') feet to the Southwest corner of said Northwest quarter of the Northeast quarter; thence East on and along the North line of said Northwest quarter of the Northeast quarter a distance of Thirteen hundred eighteen and ninety-seven hundredths (1318.97') feet to the Northeast corner of said Northwest quarter of the Northeast quarter; thence South on and along the East line of said Northwest quarter of the Northeast quarter a distance of Thirteen hundred thirty-two and nine tenths (1332.9') feet to the Southeast corner of said Northwest quarter of the Northeast quarter; thence West on and along the South line of said Northwest quarter of the Northeast quarter a distance of Nine hundred ninety-six and fifteen hundredths (996.15') feet to the place of beginning, and estimated to contain 33.46 acres, more or less. Total acreage of this addition 40.77 acres, more or less.

The lots are numbered as designated by numbers on said plat and are of the dimensions indicated on their respective margins. The streets are of the width indicated on said plat and easements are of the width and location indicated; the streets are dedicated to the use and benefit of the public for highway purposes.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands, this 25 day of March, 1946.

Bailey E. Fisher
Walter H. Fisher

STATE OF INDIANA, DELAWARE COUNTY, SS

Before me, a Notary Public in and for said County and State personally appeared WALTER H. FISHER and BAILEY E. FISHER, and acknowledged the execution of the foregoing and annexed instrument and plat of "LUDINGWOOD", an Addition to the City of Muncie, Indiana.

WITNESS my hand and Notarial Seal, at Muncie, Indiana, this 25 day of March, 1946.

My commission expires July 25, 1947 Notary Public Concessionaire

THE CITY PLAN COMMISSION OF THE CITY OF MUNCIE, INDIANA, hereby approves the foregoing Plat of "LUDINGWOOD", an Addition to the City of Muncie, Indiana. Dated this 25 day of March, 1946.

Raymond W. Mason Pres.
Harold H. Morrison Sec'y.

THE BOARD OF PUBLIC WORKS OF THE CITY OF MUNCIE, INDIANA, hereby approves the foregoing Plat of "LUDINGWOOD", an Addition to the City of Muncie, Indiana. Dated this 27 day of March, 1946.

John H. Morrison Pres.
John H. Morrison Vice Pres.
John H. Morrison Sec'y.

I, Ward K. Harlan, Licensed Professional Civil Engineer, hereby certify that for the annexed Plat, the necessary surveys and plat were made by me, and iron pipe were placed at each lot corner and permanent concrete monuments placed as shown on the plat.

Ward K. Harlan
Eng. 72287

“LUDINGWOOD”

AN ADDITION TO THE CITY OF MUNCIE, INDIANA

Restrictions, Conditions and Limitations for “LUDINGWOOD” an addition to the city of Muncie, Indiana
(Protective Covenants)

The Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1st, 1972 at which time said Covenants shall automatically be extended for successive periods of 10 years unless by vote of the majority of the then owners of the lots it is agreed to change said Covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such Covenant and either prevent him or them from so doing or to recover damages or other dues for such violation.

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

- A. All lots in the track shall be known and described as residential lots, except Lots number 1, 7, 13, 14, 15, and 16, which Lots may be used for business purposes with the approval as to type of business and building erected thereon by the Committee set forth in Covenant “B” following herein. 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 garage for not more than three cars and other outbuildings incidental to residential use of the plot.
- B. 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 conformity and harmony of the external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of the elected Officers of the Ludingwood Neighborhood Association, or a representative designated by a majority of the members of said committee. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 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 of the members of the committee, nor is designated representative shall be entitled to any compensation for services preformed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease if and when the Ludingwood Neighborhood Association ceases to exist. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a witness instrument shall be executed by the then record owners of the majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercise by said committee.
- C. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines show on the record in plat. No building, except a detached garage or other outbuilding located one hundred feet (100') or more from the front lot line, shall be located nearer than six feet (6') to any side lot line.
- D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7,000 square feet or a width of less than 50 feet at the front setback line.
- E. 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.
- F. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the track shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- G. No dwelling costing less than \$5,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet in the case of a one story structure nor less than 720 square feet in the case of a one and one half or two story structure.
- H. Easements affecting all odds are reserved as shown on the recorded plat, for utility installation and maintenance.
- I. No stables, pig pens or poultry houses shall be permitted on any lot in the tract.

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- J. Sanitary sewers that are to be installed throughout this tract are to be used as sanitary sewers only, and no connections are to be made or used to this sewer other than the one installed for each lot. The drainage of roof or other storm drainage shall not be discharged into or connected to the sanitary sewer in any manner.
- K. The streets in “Ludingwood” are public property and should be treated in such a manner. Personal use of public property without written permission from your neighbors and the Neighborhood Association shall not be permitted, to include parking on public streets on a daily or overnight basis. Signage shall be posted warning of this action in accordance with the City of Muncie, Indiana. Warnings will be given to violators from the Ludingwood Neighborhood Association, thereafter violator’s property will be moved from public property at the owners’ expense. Exceptions of course can be made for holiday or personal events as long as the event is not a daily event in which case written permission to use public streets for such a time must be obtained from the Ludingwood Neighborhood Association.
- L. Violation of these Covenants shall be cause for legal action and collection of damages by both owners of real estate in this tract and by the City of Muncie, Indiana.

***Signatures of residents are provided on a separate document.**

*The undersigned Officers/Representatives of Ludingwood Neighborhood Association have voted and passed this document complete with changes to the Ludingwood Covenant to be presented to the Membership of the Ludingwood Neighborhood Association for signature.

Ludingwood Neighborhood Association Board of Officers

President Bob O’Bannon

Vice President Jason Turnbill

Secretary Todd Barton

Treasure Dennis Howard

Date

Special Thanks to Aimee Fant & Richard Shirey