



CERTIFICATE OF SURVEY
 I hereby certify that this plat presents accurately the form and dimensions of all lots, streets and easements therein contained, and that the plat lies wholly within the land described.
RECORDED
 FIGURE 11 PAGE 59
 PLAT, APPROVALS, AFFIDAVITS, RESTRICTIONS, LIMITATIONS AND PROTECTIVE COVENANTS FOR
 INDIAN VILLAGE, SECTION "C"
 AN ADDITION TO THE CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
 A.K. Hofer, Professional Civil Engineer

John R. Worthman and Alice L. Worthman, husband and wife, of Allen County, Indiana, being the owners of the following described real estate:
 Parts of the Southwest Quarter of Section 15, and of the Southeast Quarter of Section 16, in Township 30 North, Range 12 East, Allen County, Indiana, described by metes and bounds as follows: Commencing at the southeast corner of said Section 15, thence east on the south line of said Section 15 to the center point of intersection of the line aforesaid by the center line of Wagon Wheel Trail as placed in Indian Village, Section "A", thence northeasterly by a deflection left of 102 degrees, 9 minutes, a distance of 128.6 feet along the center line of said Wagon Wheel Trail, thence northeasterly by a deflection right of 50 degrees, a distance of 30.0 feet to the west corner of Lot 50 of Indian Village, Section "A", thence northeasterly by a deflection left of 19 degrees, 9 minutes, a distance of 12.0 feet along the corner line of the aforesaid lot to the north corner thereof; thence northeasterly by a deflection left of 37 degrees, 43 minutes, a distance of 65.0 feet along the west line of Lots 59 and 60 in the plat aforesaid to the northeast corner of said Lot 60; thence northeasterly along the southern boundary of said Indian Village, Section "A", following continuously the lines and deflections of said southern boundary to the southwest corner of Lot 60 of the aforesaid plat; thence south on a line bearing left 80 degrees, 54 minutes by a deflection from the south line of the aforesaid lot, a distance of 162.0 feet; thence southeasterly by a deflection left of 16 degrees, 24 minutes, a distance of 500.4 feet to the south line of the southeast quarter of said Section 16, Township 30 North, Range 12 East; thence east on the aforesaid line, 130.0 feet to the point of beginning.

hereby cause said real estate to be platted into lots, streets, and easements in accordance with the plan and plat hereon shown, to be known as INDIAN VILLAGE, SECTION "C", an addition to the City of Fort Wayne, Allen County, Indiana, subject to the easements, protective covenants, restrictions and limitations, attached hereto and made a part hereof by reference.

NOTES: Lots in said Addition are numbered one (1) to forty-three (43) consecutively and inclusive, and dimensions in feet and decimal parts of a foot are noted on all lots, streets and easements on the face of the plat; all lots of this plat are subject to the provisions of building set-back lines as indicated on the face of the plat.

EASEMENTS: Easements are hereby expressly reserved and dedicated in and over the rear six (6) feet of each of said lots, and elsewhere as shown on the plat, for the erection, construction and maintenance of poles, wires and conduits, and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephone and other purposes; also for the construction and maintenance of drains, sewers, pipe lines for supplying gas, water or heat, and for any other public or quasi-public utility or function, maintained, furnished or performed by or in any method beneath the surface of the ground. Any municipal, public or quasi-public corporation, engaged in supplying any one or more of the above utilities will have the right to enter upon said easements for any purpose for which said easements are reserved, using care, however, to restore the said premises as nearly as possible to the same condition which existed at the time of such entry.

DEFINITIONS: For the purpose of this plat and the covenants appended thereto, the word "street" shall mean any street, road, way, pass, trail, lane or boulevard of whatever name which is shown on the recorded plat of said Addition and which has been heretofore and is hereby dedicated to the public for the purpose of a public street or for park or boulevard purposes. The word "out-building" shall mean an enclosed, covered structure, not directly attached to the residence to which it is appurtenant. The word "lot" may mean either any of said lots as platted or any tract or tracts of land as conveyed, which may consist of one or more lots or parts of one or more lots as platted upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or such further restrictions as may be set forth in the individual deeds from said owners or their heirs and assigns.

COVENANTS: The undersigned owners hereby declare and provide that the aforesaid lots shall each be subject to the protective restrictions and limitations, appended hereto, as to their use, said restrictions and limitations to be covenants running with the land hereby platted for the mutual benefit of all of the purchasers and owners, present and future, of any of the lots in any of the sections of said Indian Village, until January 1, 1967, except as hereinafter provided.

Dated: May 18, 1947
 John R. Worthman, Alice L. Worthman
 JOHN R. WORTHMAN ALICE L. WORTHMAN

COUNTY OF ALLEN }
 STATE OF INDIANA } SS
 Before me a Notary Public in and for the said county and state, appeared in person on this 18th day of May, 1947, the aforesaid John R. Worthman and Alice L. Worthman, husband and wife, and acknowledged the foregoing platting and covenants to be their voluntary act and deed.
 My commission expires December 17, 1947
 Notary Public, Ruth Driver

SEE DOC 71-48767
 FOR AMEND - SEE 98-3732 1/21/98

RECORDED

MAY 17 1947

1947

1947

PROTECTIVE COVENANTS

1. USE OF LAND. All lots shall be used for residential purposes only, and no noxious or offensive trade or commercial activity may be conducted on any of said lots. No building or structure other than a single detached dwelling house not to exceed two stories in height to be used for the occupancy of a single family, shall be erected, altered, placed or permitted to remain on any of said lots nor shall any such building be occupied for any purpose except that of private residence exclusively nor shall any part or portion thereof be used or occupied except solely as a residence. Provided, however, that this restriction shall not exclude the erection on any of said lots of one private garage for not more than three (3) cars and in addition thereto one proper one-story out-building for use as a tool or garden house not to exceed a ground floor area of one hundred (100) square feet.

2. BUILDING AND GRADE LINES. No building, including porches, open or enclosed, but excluding terraces, and no fence, wall, or hedge more than thirty (30) inches high, shall be located on any lot nearer than 30 feet to the front lot line; nor nearer than the side building line of corner lots as shown on the attached plat. No building, excepting a garage or other out-building located on the rear one-third of any such lot, shall be located nearer than five feet to any side lot line. No residence or attached apartmentage shall be located more than 15 feet behind the building set-back lines as established herein. To maintain harmonious lot grades, the original owners reserve the right to establish said grades prior to construction of any building.

3. MINIMUM LOT AREA. No single family dwelling shall be placed, erected or maintained on any lot having an area of less than six thousand (6,000) square feet, nor a width at the front building set-back line of less than fifty-five (55) feet.

4. COVERED FLOOR AREA. No dwelling house shall be erected or permitted on any of said lots, the ground floor area of which, exclusive of porches, terraces and garages, is less than 760 square feet in the case of a one-story structure, or less than 576 square feet in the case of a 1 1/2 or 2 story structure.

5. RACIAL RESTRICTIONS. No persons of any race other than the white race shall own, use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

6. NO PERMANENT DWELLINGS. No trailer, basement, tent, shack, garage, barn or other out-building on any lot 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.

7. SIGNS AND BILLBOARDS. No billboards or other advertising signs or devices shall be placed or maintained on any lot, other than one (1) sign having not more than 32 square feet of surface, advertising the lot or dwelling house for sale or lease; provided, however, that such billboards or other advertising signs or devices may be erected and maintained as are deemed necessary by the original owners or their agents for the original sale of said lots.

8. INDIAN VILLAGE COMMUNITY ASSOCIATION. Subject to the articles and constitution of Indian Village Community Association, an organization now in existence upon which there have been conferred

the enjoyment, exercise and enforcement of certain rights, powers, duties, and privileges by the terms and provisions of the dedication and plat of Indian Village, Section "A", an Addition to the City of Fort Wayne, Allen County, Indiana, as recorded in Plat Book 13, page 35-36, and in the declaration of restrictions affecting Lots 1 to 217, Section "A", in said Indian Village, as recorded in Miscellaneous Record 72, pages 34-38 inclusive, all in the Office of the Recorder of Allen County, Indiana, the owner of each and every lot in Indian Village, Section "C", who shall make application therefor and be registered as such on the books of said Association, shall be entitled to membership in said Association and the enjoyment, exercise and enforcement of all of the same rights, powers, duties and privileges with regard to said lots 1 to 43 inclusive, Indian Village, Section "C", as have heretofore been conferred upon said Association with respect to Indian Village, Section "A".

9. MAINTENANCE FEE. There shall be imposed upon the owner of each and every lot in said Indian Village, Section "C" an annual maintenance fee of not to exceed Five Dollars (\$5.00), which shall be used by said Association for the purpose of removing grass, weeds, snow or other obstructions from sidewalks, in maintaining, preserving and improving grass and planted areas within the boundaries of streets and driveways; in looking after, promoting and maintaining the best appearance of said Addition and of the lots and grounds in it, and for such other purposes as the Association may desire, provided such use is for the benefit of said Addition. Such maintenance fee thus imposed shall be and constitute a lien on each and every such lot, inferior only to taxes, assessment and bona fide mortgages, liens, and the lien of such maintenance fee shall be enforceable in the same manner as provided in the Statute for enforcement of mechanics' liens.

10. ALTERATION, INVALIDATION, EXTENSION, VIOLATION AND RIGHT TO ENFORCE.

(a) Upon the date hereinabove provided for the expiration of these covenants, they shall be automatically extended to run with the land for additional and successive periods of ten (10) years each, except as hereinafter provided.

(b) At any time by the agreement of sixty-five percent (65%) of the owners of lots, said owners being allowed one (1) vote for each lot as platted or conveyed as herein provided, which they may then own, evidenced by an instrument in writing signed by said owners or their duly authorized agents and duly recorded in the Office of the Recorder of Allen County, Indiana, any and all of these protective covenants may be changed or abolished entirely.

(c) 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.

(d) The owner, present and future, of any of said lots, his legal representative, successors, grantees and assigns may enforce any and all of the foregoing covenants, restrictions and limitations by injunction or otherwise and on violation or an attempt to violate any of the covenants herein they and each of them shall have a cause of action for damages and injunctive relief at law or in equity against the person or persons violating or attempting to violate such covenants, either to prevent him or them from so violating any such covenants or to recover damages or other dues for such violation; provided, however, that the failure to exercise such right or cause of action to enforce any of the covenants herein at the time of such violation or attempt to violate such covenants shall in no event be deemed to be a waiver of the right to do so thereafter; and provided further that any violation of these covenants

shall not give rise to re-entry nor shall it affect the interest of any person holding a lien upon said premises excepting for the violation thereof after such lien shall have ripened into a possessory title.

IN WITNESS WHEREOF, the undersigned owners have affixed their signatures this 12th day of May, 1947.

John H. Worthman
John H. Worthman

Alice L. Worthman
Alice L. Worthman

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 12th day of May, 1947, personally appeared the above named John H. Worthman and Alice L. Worthman, husband and wife, and acknowledged the execution of the foregoing plat, protective covenants, easements and restrictions to be their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:

February 17, 1947

Ruth Driver
Ruth Driver Notary Public