

PLATS, APPROVALS, AFFIDAVITS, RESTRICTIONS, LIMITATIONS AND PROTECTIVE COVENANTS FOR INDIAN VILLAGE, SECTION "D",

6270

AN ADDITION TO THE CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA

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 East Half of the Southeast Quarter of Section 16, Township 30 North, Range 12 East in Allen County, State of Indiana, to-wit: That tract of land lying west of Indian Village, Sections "A" and "D", and east of Lots Numbered One (1) to Eleven (11) inclusive in Meadow Lark Acres, Additions to the City of Fort Wayne, and south of the center line of Ojibway Trail, according to the plats thereof as recorded in the plat records of Allen County, Indiana; together with all of that part of said Meadow Lark Acres lying south of the aforesaid center line of Ojibway Trail, according to the plat thereof recorded as aforesaid,

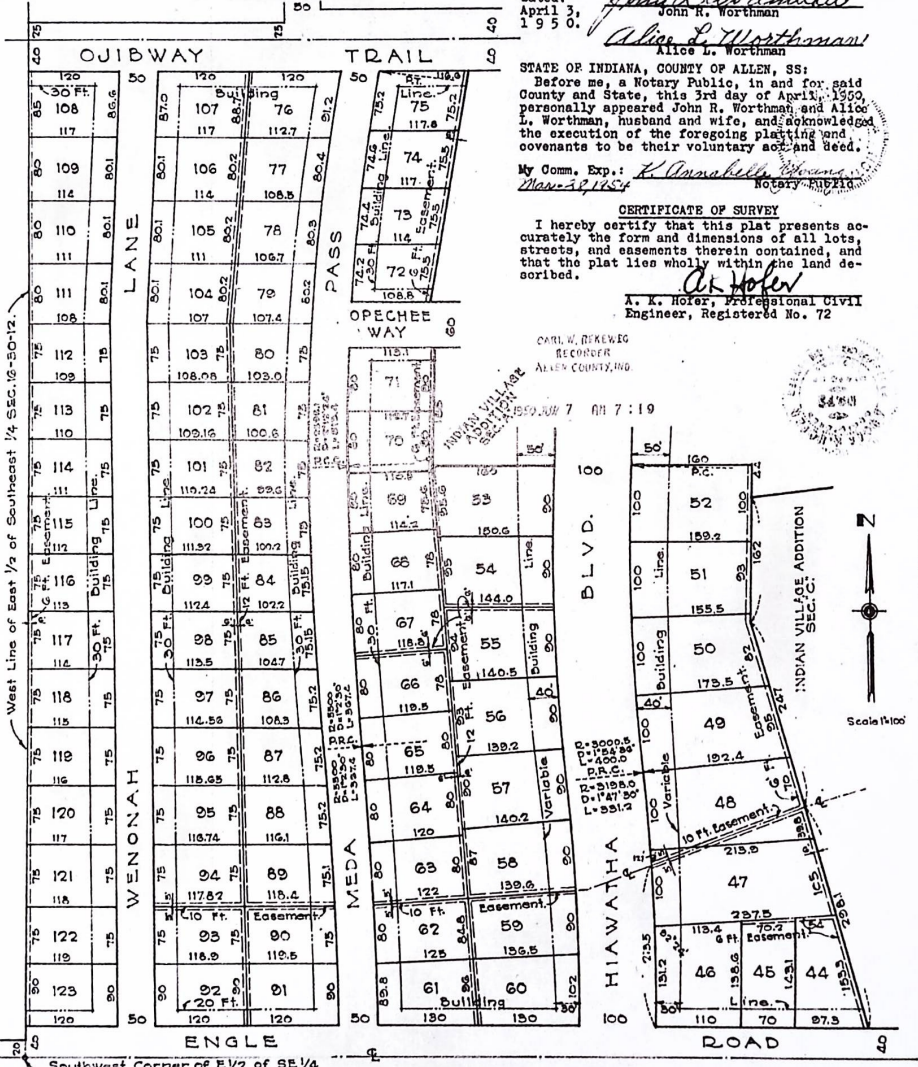
herby cause said real estate to be platted into lots, streets, and easements in accordance with the plan and plat, hereon shown, to be known as INDIAN VILLAGE, SECTION "D", an Addition to the City of Fort Wayne, Allen County, Indiana, subject to the easements, protective covenants, restrictions, and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

The lots in said Addition are numbered Forty-four (44) to One Hundred Twenty-three (123) 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 are subject to the provisions of building set-back lines and easements as indicated on the face of the plat and as hereinafter more specifically set forth.

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 said Indian Village, Section "D", until January 1, 1967, except as hereinafter provided.

PLAT OF INDIAN VILLAGE ADDITION SECTION "D"

Dated: April 3, 1950. John R. Worthman, Alice L. Worthman



STATE OF INDIANA, COUNTY OF ALLEN, SS: Before me, a Notary Public, in and for said County and State, this 3rd day of April, 1950, personally appeared John R. Worthman and Alice L. Worthman, husband and wife, and acknowledged the execution of the foregoing platting and covenants to be their voluntary act and deed.

My Comm. Exp.: K. A. ... Notary Public

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.

A. K. Hofer, Professional Civil Engineer, Registered No. 72

CARL W. BEKEWEG RECORDER ALLEN COUNTY, IND.

1950 JUN 7 AM 7:19



APPROVED: April 11, 1950

Signatures of city officials: Herman P. Kaser, Theophilus J. ...

CITY PLANNING COMMISSION City of Fort Wayne

APPROVED: April 11, 1950

Signatures of board members: Frank A. Desch, Chauncey L. Griffith

BOARD OF PUBLIC WORKS City of Fort Wayne

Duly Entered for Recording JUN 7 1950

SEE 91-40767 SEE 98-3732 AMEND 7/21/98

BASEMENTS AND PROTECTIVE COVENANTS

1. **DEFINITIONS.** For the purpose of this plat and the covenants appended hereto, 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 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.

2. **BASEMENTS.** Basements 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. Excepting and providing, however, that the easements indicated on said plat in the south six (6) feet of Lots Numbered Fifty-four (54) and sixty-seven (67), the north six (6) feet of Lots Numbered Fifty-five (55) and Sixty-six (66), the north five (5) feet of Lots Numbered Fifty-eight (58), Sixty-three (63), Sixty-nine (69), and Sixty-four (64), the north five (5) feet of Lots Numbered Fifty-nine (59), Sixty-two (62), Sixty (60) and sixty-three (63), and in a strip of land ten (10) feet in width lying within Lots Numbered Forty-seven (47) and Forty-eight (48), the center line of which extends from a point in the west line of said lots 17.7 feet south of the northeast corner of Lot Numbered 47 to a point in the east line of said lots 39.3 feet northwesterly and dedicated only for each of the foregoing uses, purposes, utility structures, and maintenance as may be contained within the ground and shall not extend to or be used for erection of any poles, wires or other public utility structures or installations above the surface of the ground.

3. **USE OF LAND.** All lots shall be used for residential purposes only, and no portion of 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 not more than three (3) cars and in addition thereto one private one-story out-building for use as a tool or garden house not to exceed a ground floor area of two hundred (200) square feet. Excepting and providing, however, that none of the covenants of this and the following paragraphs shall apply to or be binding upon Lots Numbered 44, 45, 46, and 47 unless and until used for residential purposes and then such covenants shall only apply to and be binding upon such of said lots as shall be used for residential purposes.

4. **ENCLOSURE AND SHADE TREES.** 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 the front building line as shown on the attached plat; 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 (5) feet to any side lot line. No residence or attached appearing set-back lines as established herein. To maintain harmonious lot grades, the undersigned owners reserve in themselves or themselves they may designate, the right to establish said grades prior to construction of any building.

5. **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 setback line of less than fifty-five (55) feet.

6. **GROUND 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 768 square feet in the case of a one-story structure, or less than 624 square feet in the case of a 1 1/2 or 2 story structure.

7. **NO TEMPORARY 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.

8. **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 36 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 and/or John R. Wortman, Inc. for the original sale of said lots.

9. **MAINTENANCE FUND.** There shall be imposed upon the owner of each and every lot (see the word "lot" as defined in paragraph one (1.) above) in said Indian Village, Section "A", an annual maintenance fee not to exceed Five Dollars (\$5.00), which shall be paid to and used in existence, pursuant to the terms and conditions of the plan, restrictions, and protective covenants of Indian Village Addition, Sections "A", "B", and "C" as the same are published in the Office of the Recorder of Allen County, Indiana, for the purpose of removing grass, weeds, snow or other obstructions from sidewalks; in maintaining, conserving, and improving grass and planted areas within the boundaries of streets; in looking after, protecting 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 bond file mortgages thereon, and the lien of such maintenance fee shall be enforceable in the same manner as provided in the Statute for enforcement of mechanics' liens. Provided and excepting, however, that as such maintenance fee shall accrue or become a lien upon any such lot until three (3) years from the date hereof if during said period title to such lots shall remain in the undersigned owners and/or John R. Wortman, Inc., an Indiana corporation, unless a dwelling house shall be erected thereon; but such maintenance fee shall commence to accrue and be due upon any of such lots as soon as title thereto has been divested from the undersigned owners and/or John R. Wortman, Inc., or when a dwelling house shall have been erected thereon. Subject to the constitution and by-laws of said Indian Village Community Association, the owner of each and every lot in Indian Village, Section "A", who shall make application therefor and be registered as such in the books of said Association, shall be entitled to membership in said Association and the enjoyment and exercise of all of the same rights and privileges as have heretofore been conferred upon owners of lots in Indian Village, Sections "A", "B", and "C".

10. ALTERATION, INVALIDATION, EXTENSION, VIOLATIONS AND RIGHT TO REDEMPTION.

(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) year each, except as hereinafter provided.

(b) At any time by the agreement of sixty-five percent (65%) of the then owners of lots, said owners being allowed one (1) vote for each lot as platted or covered 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 fees 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 hereafter; 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 2nd day of April, 1950.

*John R. Wortman*  
John R. Wortman  
*Alice M. Wortman*  
Alice M. Wortman

STATE OF INDIANA )  
                          )SS:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public, in and for said County and State, this 2nd day of April, 1950, personally appeared the above named John R. Wortman and Alice M. Wortman, husband and wife, each over the age of twenty-one (21) years, 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.

*R. Marshall Young*  
R. Marshall Young  
Notary Public

My Commission Expires:

Mar 26, 1954