...BUSINESS ABSTRACT OF TITLE CORPORATION, INC.

EASEMENTS AND PROTECTIVE COVENANTS
APPENDED TO PLAT OF INDIAN HILLS,
AN ADDITION TO THE CITY OF FORT WAYNE

1. DEFINITIONS. For the purpose of this plat and the covenants appended thereto, the word "street" shall mean any street, road, way, place, trail, lane or boulevard of whatever name 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 is erected a residence or other structure as 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 owner or its successors and assigns.

2. EASEMENTS. Easements are hereby expressly reserved and dedicated in and over the rear seven (7) 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 mains, 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 said easements for any purpose for which said easements are reserved, using same, however, to restore the said premises as nearly as possible to the same condition which existed at the time of such entry.

3. 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, excepting and provided that on Lots numbered 226 to 260 consecutively in not more than two attached residential units as duplex or "double" houses to be used for the occupancy of not more than two families; and provided further that in no event shall any such building be occupied for any purpose except that of a 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 two hundred (200) square feet.

4. APPROVAL OF STRUCTURAL PLANS, BUILDING AND GRADE LINES. In order to maintain harmonious structural design and lot grades, the undersigned owner reserves to itself, or successor it may designate, the right to establish said grades and to examine and enforce its written approval upon construction plans prior to the construction of any building upon any of said lots, and no such construction shall be commenced unless such approval shall be first obtained. No building, including porches, open or enclosed, but not including terraces, and no fence, wall, or hedge more than 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, nor such lot, shall be located nearer than five (5) feet to any side lot line. No residence or attached appurtenance shall be located nearer than fifteen(15) feet behind the building set-back lines as established herein.

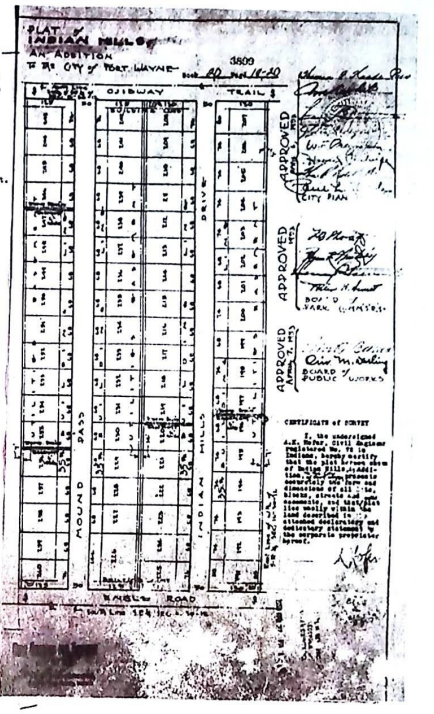
5. MINIMUM LOT AREA. Any owner, present or future, may at any time by conveyance or acquisition of part or parts of any of said lots he may own, alter the size or shape of said lots as the same are hereinabove defined, provided and excepting that no family dwelling shall be placed, erected, or maintained 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.

6. MINIMUM 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, in the case of a single family dwelling, 864 square feet for a one story structure or less than 720 square feet for a 1½ or 2-story structure, and in the case of a two-family or duplex dwelling less than 1,230 square feet for a one story structure or less than 930 square feet for a 1½ 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 four (4) 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 Indian Village, Inc. or its agents for the original sale of said lots.

9. COMMUNITY ASSOCIATION. At any time by the agreement of 65% of the then 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 articles in writing signed by said owners or their duly authorized agents, there may be organized an incorporated or unincorporated not-for-profit community association, a group with an existing community association on any lot shall at any or said lot owners by such an agreement may affiliate themselves as such association and by-laws of such existing association or such association as may be organized under the provisions hereof shall provide that the owner of each and every lot in Indian Hills may shall association shall be entitled to membership in said association and conferred upon members of such association, such owner's eligibility for such membership shall continue only so long as he owns or said lot owners by such an agreement may affiliate themselves as such association and by-laws of such existing association or such association as may be organized under the provisions hereof shall provide that the owner of each and every lot in Indian Hills may shall at any time be entitled to membership in said association and conferred upon members of such association, such owner's eligibility for such membership shall continue only so long as he owns or shall lease a lot in said Addition. Only one such organization shall be recognized and approved by the undersigned, Indian Village, Inc. and at such time as said Indian Village, Inc., or its successor sponsors in the development and promotion of said Addition may desire, it may delegate to such association, as it shall have recognized, by an instrument in writing such of its rights and powers as it may determine relating to the control and maintenance of lots and the right to inspect and approve the plans and specifications for any proposed residence to be erected in said Addition, and such association shall thereupon assume responsibility for such rights and powers as delegated and their enforcement and the original owner, said Indian Village, Inc., but thereupon be released therefrom as stipulated in said instrument.



10. ENFORCEMENT OF CHARGES. There shall be imposed upon the owner of each and every lot (by the word "lot" is defined in paragraph one (1) above) in said Indian Hills, an annual maintenance fee not to exceed Five Dollars ($5.00) to be assessed by Indian Village, Inc. or its successor sponsors in the development and promotion of said Addition or by such community association as said sponsor shall organize, as hereinabove provided, for the purpose of keeping roads, malls, zone or street dividations free sidewalks; in maintaining, preserving and improving strips and plantings within the boundaries of the streets; in keeping street lights and maintaining the best appearance of said Addition, generally, and grounds in it, and for such other purposes as such sponsor or association may desire, provided such be for the benefit of said Addition. Said maintenance fee shall commence to accrue and become a lien upon any of said lots as soon as title thereto has been divested from the undersigned owner or successor sponsors in the development and promotion of said Addition or when a dwelling house shall have been erected thereon and shall be payable on the first day of January of each year thereafter. Indian Village, Inc., the original owner, or its successor sponsors in the development and promotion of said Addition, or such community association, when recognized as aforesaid, shall have a lien on all lots sold in said Addition to secure the payment of the aforesaid maintenance charge due and to become due, and said lien shall be superior to all other liens except mortgages for purchase money and improvement of said real estate and shall be enforceable in the same manner as mechanic's liens together with attorney fees. Upon demand the undersigned owner or said association shall furnish to any buyer or mortgagee a certificate showing the unpaid maintenance charges due at any time, and the original owner and said association may at its discretion waive any right for a limited period of time the aforesaid liens may have on any lot. Upon the recognition by the aforesaid sponsor of such community association as hereinabove provided all maintenance funds then in the hands of the original owner shall be turned over to the association for its use as herein provided.

11. ALTERATION, INVALIDATION, EXTENSION, VIOLATIONS AND HOW 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 then (10) years each, except as here after 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 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 such violation thereof after such lien shall have ripened into a possessory title.

IN WITNESS WHEREOF, the undersigned owner has executed these presents and has caused the signatures of its duly authorized officers and its corporate seal to be affixed hereto this 6th day of April, 1953.

INDIAN VILLAGE, INC.

By: John N. Worthman, President

Alice E. Worthman, Secretary

(Corporate Seal)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, this 6th day of April, 1953, personally appeared John N. Worthman and Alice E. Worthman, President and Secretary respectively of Indian Village, Inc., an Indiana corporation, and acknowledged the execution of the foregoing instrument for and on behalf of said corporation as their free and voluntary act and deed and to be the formal and legal act of said corporation.

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

Kilmanabelle Young
K. Annabelle Young, Notary Public

My Commission Expires:
March 20, 1954.

ADDITIONAL RESTRICTIONS AND PROTECTIVE COVENANTS APPENDED TO PLAT OF INDIAN HILLS, AN ADDITION TO THE CITY OF FORT WAYNE, INDIANA

Indian Village, Inc., an Indiana corporation, by and through its duly authorized officers, being the owner of the following described real estate:

The East 610.0 feet of the Southeast Quarter of the Southwest Quarter of Section 16, Township 31 North, Range 12 East, in Allen County, in the State of Indiana.

hereby owner said real estate to be platted into lots, streets and easements in accordance with the plan and plat attached hereto to be known as

INDIAN HILLS,

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 One Hundred Ninety-one (191) to Two Hundred Sixty (260) consecutively, both inclusive, and dimensions in feet are either upon 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 indicated on the face of the plat and as hereinafter more specifically set forth.

The undersigned owner hereby declares and provides that the aforesaid lots and each and every one of them are subject to the protective covenants, 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 platted in Indian Hills, an Addition to the City of Fort Wayne, until January 1, 1967.

IN WITNESS WHEREOF, the undersigned owner has executed this Plat and has caused the signatures of its duly authorized officers and its corporate seal to be affixed hereto this 6th day of April, 1953.

INDIAN VILLAGE, INC.

By: John N. Worthman
John N. Worthman, President

Alice E. Worthman, Secretary

(Corporate Seal)

STATE OF INDIANA, COUNTY OF ALLEN, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 6th day of April, 1953, personally appeared John N. Worthman and Alice E. Worthman, President and Secretary respectively of Indian Village, Inc., an Indiana corporation, and acknowledged the execution of the foregoing declaration and attached Plat of Indian Hills, an Addition to the City of Fort Wayne, for and on behalf of said corporation as their free act and deed and to be the formal and legal act of said corporation.

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

Kilmanabelle Young
K. Annabelle Young, Notary Public

My Commission Expires:
March 20, 1954

ONLY ENTERED FOR TAXATION
APR 27 1953
Fred E. Wissman,
Auditor, Allen County, Indiana

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AMENDMENT- SEE Doc
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