



DAY ENTERED FOR RECORD
AUG 13 1933
Sullivan County, Indiana

APPROVED
AUG 13 1933
BOARD OF PUBLIC WORKS
City of Fort Wayne, Indiana

APPROVED
AUG 13 1933
CITY PLANNING COMMISSION
City of Fort Wayne, Indiana

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Block 20 Jan 19
APPROVED FOR RECORD
AUG 13 1933
Sullivan County, Indiana

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.
My Commission Expires
March 20, 1934

STATE OF INDIANA)
COUNTY OF ALLEN)
I, the undersigned, a Notary Public, in and for said County and State, this 1st day of August, 1933, personally appeared John R. Harrison, of Allen County, Indiana, and personally of Indian Village, Inc., an Indiana corporation, and acknowledged the execution of the foregoing declaration and plat of Indian Village, Section E, 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.

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FOR EASEMENT SEE Doc 99-40762
6-18-1933

FOR EASEMENT SEE Doc 99-24128
4-2-1933

SEE 91-40762
AMENDMENT - SEE
98-3732 1/21/1938

RECORDS AND PROTECTIVE COVENANTS APPLIED TO PART OF INDIAN VILLAGE, SECTION 24, AN ADDITION TO THE CITY OF WEST WADE

13. MAINTENANCE FUND. There shall be imposed upon the owner of each lot created by this plat... (1) above in said Indian Village, Section 24, an annual maintenance fee not to exceed Five Dollars (\$5.00) to be assessed by and paid to Indian Village, Inc. or its successor sponsors in the development and protection of said addition...

14. ACQUISITION, REVALUATION, EXTENSION, VIOLATIONS AND REMEDY

(a) Upon the date hereinafter 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 then owners of lots...

(c) Investigation 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 in 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 in punitive value as well as in equity against the person or persons violating or attempting to violate such covenants...

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 so sue thereafter and provided further that any violation of these covenants shall not give rise to recovery nor shall it affect the interest of any person holding a lien upon said premises accepting for the 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 signature of its duly authorized officers and the corporate seal to be affixed hereto this 30th day of August, 1953.

INDIAN VILLAGE, INC. By: [Signature] Vice President

STATE OF ILLINOIS COUNTY OF ALLEN

Before me, the undersigned a Notary Public in and for said County and State, do hereby certify that the foregoing instrument was signed and sealed by the person or persons named therein and that the same is a true and correct copy of the original as the same appears from the records of this office.

In Commission Expires: March 23, 1954



1. EXCEPTIONS. For the purpose of this plat and the covenants appended thereto, the word "person" shall mean any street, road, way, alley, utility line or easement of whatever name which is shown on the recorded plat of said addition and which has been dedicated to the public for the purpose of a public use and is hereby dedicated to the public for the purpose of a public use and is hereby dedicated to the public for the purpose of a public use and is hereby dedicated to the public for the purpose of a public use...

2. EASEMENTS. Easements are hereby expressly reserved and delineated in and over the rear seven (7) feet of each of said lots, and easements are reserved in connection therewith for the transmission of electric and telephone and other purposes and for the construction and maintenance of water or sewer lines and for the use of public utility or facilities and for the use of any other public or quasi-public utility or facilities and for the use of any other public or quasi-public utility or facilities and for the use of any other public or quasi-public utility or facilities...

3. USE OF LAND. All lots, excepting Block "A" and Block "B", shall be used for residential purposes only, and no other or offensive trade or commercial activities shall be conducted on any of said lots. No building or structure other than a single detached dwelling of a single family shall be erected, altered, placed, or permitted to remain on any of the above lots and no such building or structure shall be erected, altered, placed, or permitted to remain on any of the above lots except that of a private real estate exclusively for the use of the owner or his family, and no such building or structure shall be erected, altered, placed, or permitted to remain on any of the above lots except that of a private real estate exclusively for the use of the owner or his family...

4. APPROVAL OF STRUCTURAL DESIGN, BUILDING AND ZONING. In order to maintain the character of the residential neighborhood, the undersigned owner reserves in himself, or his successors, the right to establish and enforce and to cause to be enforced by his written approval upon construction plans for the construction of any building upon any of said lots, and no such construction shall be commenced until such approval shall have been obtained. No building, including porches, steps or patios, but excluding terraces, and no fence, wall or other structure shall be erected on any lot in the area between the front lot line and the front building line shown on the attached plat, nor between the side lot line and the side building line or corner lots as shown on the attached plat. No building, excepting a flag or garden house 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 detached apartment shall be located near the rear boundary line of any such lot within the building line as established herein.

5. RESERVE LOT AREA. Any corner, present or future, nor at any time of subdivision or acquisition of part or parts of any of said lots be any other, other than the site or shape of said lots as shown hereinafter defined, provided and excepted that no single family dwelling shall be erected, or constructed on any corner lot having an area of less than six thousand (6,000) square feet, nor a width at the front building line of less than five (5) feet.

6. OPENING FRONT AREA. No dwelling house shall be erected or permitted on any of said lots, the exact front area of which, exclusive of porches, terraces and carports, is less than 360 square feet in the case of a one-story structure, or less than 480 square feet in the case of a 1 1/2 or 2-story structure.

7. EXCESSIVE SIGNAGE. No trailer, basement, tent, shed, garage, shed or other structure, or 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. COMMONITY ASSOCIATION. 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 their now then, evidenced by articles in writing signed by said owners or their duly authorized agents, may be organized an incorporated or unincorporated not-for-profit commonity association, or said lot owners by such an agreement or articles organized as a group with an exclusive commonity association, providing that the constitution and by-laws of such commonity association or such association as may be organized under the provisions hereof shall provide that the owner of each such every lot in said addition shall be a member of such association and shall be registered on the books of said association and shall be entitled to membership in said association and an enjoyment of all of the rights and privileges therein conferred upon members of such association and such owner's eligibility for such membership shall continue only so long as he continues to be the owner of a lot in said addition. Only one such organization shall be recognized and approved by the undersigned, Indian Village, Inc., or its successor sponsors in the development and protection of said addition and at such time as said Indian Village, Inc. or its successor sponsors in the development and protection of said addition may be organized by an instrument in writing and the terms and conditions of such instrument shall be subject to the approval of the undersigned and the undersigned reserves the right to determine whether or not such organization shall be recognized and approved by the undersigned and the undersigned reserves the right to determine whether or not such organization shall be recognized and approved by the undersigned and the undersigned reserves the right to determine whether or not such organization shall be recognized and approved by the undersigned...

SEE 91-40767 AMENDMENT - SEE 98-3732