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DEDICATION AND DECLARATION OF ADDITIONAL PROTECTIVE COVENANTS, AMENDATORY AND SUPPLEMENTAL TO THE PLAT OF TIMBERCREST, SECTION "A", IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA, AS RECORDED IN BOOK 23, PAGE 85 IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA

Indian Village, Inc., an Indiana corporation, of Allen County, Indiana, by and through its duly authorized officers, hereby declares that it is the owner of all of the lots in Timbercrest, Section "A", in Aboite Township, Allen County, Indiana, which said lots are numbered consecutively One (1) to Forty-one (41) in-clusive, and Block "A", in the recorded plat of said Subdivision as it appears of crecord in Plat Record 23, pages 84-85, in the Office of the Recorder of Allen County, Indiana, and does hereby covenant and specifically declare and establish the following protective restrictions and limitations as to the use of said lots which shall be covenants running with said land for the mutual benefit of all purchasers and owners, present and future, of any of the lots in said Timbercrest, Section "A", until January 1, 1967, said protective restrictions and limitations to be in addition to and in supplement of all of the restrictions and covenants heretofore reserved and contained in the original plat of said Subdivision recorded as aforesaid on January 25, 1957 in Book 23, pages 84-85, in the Office of said Allen County Recorder.

None of the covenants contained in said original plat are intended to be changed or modified by anything herein contained but shall continue in full force and effect together with the following additional restrictions and limitations:

MINIMUM LOT AREA. Any lot 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 defined in said plat, provided and excepting that no single family dwelling shall be placed, erected, or maintained on any such altered lot having an area of less than 12,000 square feet nor a width of less than 100 feet at the front building line.

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 1,400 square feet in the case of a one-story structure or less than 900 square feet in the case of a one-half story, two-story, or split-level structure.

UNDERGROUND UTILITY SERVICE CONNECTIONS. No poles, wires or conduits for the transmission of electricity and for telephone and other purposes and no pipe lines for supplying gas, water, or other utility services shall be erected, constructed, or maintained, used or permitted to remain above the surface of the ground on any of said lots excepting only as provided within the easements dedicated and reserved in said plat of said Subdivision recorded as aforesaid.

TREE CONTROL. Cutting of trees by an owner of any lot shall be regarded as a matter of mutual and community interest and shall be done only with the approval in writing of the undersigned owner, or its duly authorized agent, or by a Trees Committee consisting of not less than three (3) property owners resident in said Addition, acting as representatives of such community association as Indian Village, Inc. or its successor sponsors in the development and promotion of said Addition, shall hereafter recognize for the protection of community interests.

COMMUNITY ASSOCIATION. At any time by the agreement of sixty percent (60%) of the then owners of lots, said owners being allowed one (1) vote for each lot as platted or conveyed as heretofore 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, or said lot owners by such an agreement may affiliate themselves as a group with an existing community association, providing that the constitution 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 Timbercrest, Section "A", who shall make application therefor and be registered on the books of said association shall be entitled to membership in said association and and enjoyment and exercise 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 promotion of said Addition and at such time as said Indian Village, Inc. or said successor sponsors 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 so delegated and their enforcement and the original owner, said indian Village, Inc., may thereupon be released therefrom as stipulated in said instrument.

MAINTENANCE FUND. There shall be imposed upon the owner of each and every lot (as the word "lot" is defined in said plat) in said Timbercrest, Section "A", an annual maintenance fee not to exceed Thirty-six Dollars (\$36.00) to be assessed by and paid to Indian Village, Inc. or its successor sponsors in the development and promotion of said Addition or to such community association as such sponsor shall recognize, as hereinabove provided, for the purposes of maintaining and operating the street lighting system installed by the Rural Electrification Membership Corporation, to develop and maintain recreation areas, and to care for the vacant and unimproved land in said Addition, removing the grass and weeds therefrom, keeping the snow cleaned off the sidewalks of said Addition, and for maintaining all the grass and planted areas within the boundaries of the streets and driveways therein, and for doing any other thing necessary or desirable in the opinion of said sponsor or said Association. Said maintenance fee shall commence to accrue and become a lien upon any of such lots as soon as title thereto has been divested from the undersigned owner or its 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 afore-said, 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 liens shall be superior to all other liens except mortgages for purchase money or improvement of said real estate and shall be enforceable in the same manner as mechanic's liens together with attorney's fees. Upon demand the undersigned owner or said association shall furnish to any buyer or mortgagee a certificate showing the unpaid maintenance charges against any lot, and the original owner or said association may at its discretion waive any right for a limited period of time the aforesaid liens against any lot. Upon the recognition by the undersigned sponsor of such community association as hereinbefore 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.

ALTERATION, INVALIDATION, EXTENSION, VIOLATIONS, 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 percent (60%) of the then owners of lots, said owners being allowed one 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, said owner, Indian Village, Inc., has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its duly authorized officers this / day of august, 1957.

By: John R. Worthman, President

YCorporate Seal

Worthman, Secretary

STATE OF LUDIANA) SS:

Before me, the undersigned, a Notary Public, in and for said County and State, on this <u>laf</u> day of <u>August</u>, 1957, appeared in person the aforesaid John R. Worthman and Alice L. Worthman, President and Secretary respectively of Indian Village, Inc., an Indiana corporation, and acknowledged the execution of the fore-going Declaration of Covenants, Restrictions and Limitations for and on behalf of said corporation as their free and voluntary act and deed and the formal and legal act of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official K. annahelle Vacing

seal.

My Commission Expires: