



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 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 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

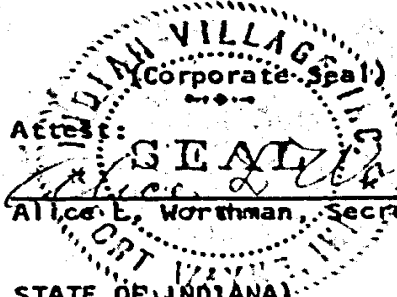
to violate any of the covenants herein they and each of them shall have a cause of action for damages and injunctive relief at law or in equity against the person or persons violating or attempting to violate such covenants, either to prevent him or them from so violating any such covenants or to recover 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 1st day of August, 1957.

INDIAN VILLAGE, INC.

By: John R. Worthman  
John R. Worthman, President

Attest:  
Alice L. Worthman  
Alice L. Worthman, Secretary



STATE OF INDIANA )  
COUNTY OF ALLEN ) SS:

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1st day of August, 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 foregoing 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 seal.

K. Annabelle Young  
Notary Public

My Commission Expires:

