

91-040767

PREAMBLE TO INDIAN VILLAGE PROTECTIVE COVENANTS

The following document entitled Indian Village Protective Covenants is hereby confirmed and presented as an amendment to any and all existing covenants to Indian Village sections A through E and Indian Hills (all sections lot 1 through 269 inclusive).

Any and all existing protective covenants are hereby repealed, and superceded upon the recording of the covenants set out herein.

These covenants shall not be effective until they are recorded and, with respect to Section A, approved by the Allen Circuit Court and, with respect to the remaining sections, upon approval of the Fort Wayne Plan Commission. Any and all existing protective covenants of Indiana Village are hereby repealed and superceded by the covenants that follow.

INDIAN VILLAGE PROTECTIVE COVENANTS

Definitions:

For the purpose of these restrictions, the word "Street" shall mean any street, road, pass, way, trail, lane, boulevard, regardless of name, which is shown on the recorded plat of Indian Village and Indian Hills (all sections, lots 1 - 269 inclusive) and which has been heretofore dedicated to the public for the purpose of a public street, or for park or boulevard purposes.

The word "Outstanding" or "Out-building" shall mean an enclosed, covered structure, not directly attached to the residence to which it is appurtenant.

The word "Lot" may mean any lot as platted, or any tract or tracts of land as conveyed, which may consist of 12 or more lots or parts of 1 or more lots as platted, and upon which a residence may be erected in accordance with restrictions hereinafter set forth, or as set forth in the individual deeds from said owners or their heirs and assigns. (A corner lot shall be deemed to be any such lot as platted, or any tract of land as conveyed, having more than 1 street contiguous to it. The street upon which the lot or part thereof, fronts, as hereinafter provided, shall be deemed to be a front street; and any other street contiguous to any such lot shall be deemed to be a side street).

Use of Land:

All lots shall be used for residential purposes only. No noxious or offensive trade or commercial activity may be conducted on any of said lots. No building or structure, other

DULY ENTERED FOR TAXATION

SEP 25 1991

Jonda K Bloom
AUDITOR OF ALLEN COUNTY

ALLEN COUNTY RECORDER

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than a single detached dwelling not to exceed two (2) stories¹ 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. Further provided that in no event shall any building be occupied for any purpose except that of a private residence exclusively. 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 shed not to exceed a ground floor area of two hundred (200) square feet.

Approval of Structural Design, Building and Grade Lines:

In order to maintain harmonious structural design and lot grades, the undersigned owner reserves in itself, or whomever it may designate, the right to establish said grades and to examine and endorse its written approval upon construction plans prior to the construction of any building upon any of said lots, and no construction shall be commenced unless such approval shall be first obtained. No building, including porches, open or enclosed, but excluding terraces², and no fence, wall or hedge more than thirty (30) inches high³ shall be located on any lot nearer than the front building line⁴ nor nearer than the side building line⁵ of corner lots as shown on the plat. No

¹ Section B: No building or structure to exceed two and one half (2 1/2) stories.
 Indian Hills Extended: No building or structure to exceed one and one half (1 1/2 stories).

² Terrace:	Section A:	eaves, cornices and unenclosed porches permissible.
	Section B:	not permissible.
³ Fences:	Section A:	three and one half (3 1/2) feet in height.
	Section B:	No restrictions.
	Section E:	thirty-six (36) inches in height.
⁴ Front lot lines:	Section B:	forty (40) feet.
	Section C:	thirty (30)feet.
⁵ Side Lines:	Section A:	excludes stoops, verandas and bays.
	Section E:	no restrictions.

building, excepting a tool or garden shed⁶ 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 appurtenance shall be located more than fifteen (15) feet behind the building set back line⁷ as established herein.

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 (50) feet.

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, 760 square feet for a one story structure, or less than 576 square feet for a 1 1/2 or 2 story structure.

Easements:

Easements are hereby expressly reserved and dedicated as shown on the plat, for the erection, construction and maintenance of poles, wires, 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 which said easements are reserved, using care, however, to restore the said premises as nearly as possible to its condition prior to such entry. Excepting and providing the following:

⁶ Shed location:	Section A:	no restrictions.
	Section B:	no closer than eighty (80) feet to front lot line.
⁷ Set back line:	Section A:	no restriction.
	Section B:	no restriction.
	Section E:	twenty (20) feet.

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 by may 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 Indian Village who shall make application therefor and be registered on the books of said association, shall be entitled to membership in said association 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., 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 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 in said Indian Village an annual maintenance fee of \$10.00, due January 1st of each year, which shall be used by said Association for the purpose of looking after, promoting and maintaining the best appearance of said addition, and for such other purposes as the Association may desire, provided such use is for the benefit of said Addition. Such maintenance fees thus imposed shall be and constitute a lien on each and every such lot, inferior only to taxes, assessment and bona fide 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 except and to the extent as modified herein.

Section A: Strips of ground 5 feet in width as shown on plat will be reserved as easements.

Section B: The rear 6 feet of all lots and border strips, 6 feet in width along all lots of Indian Village Section "A" to-wit, Lots 1, 29, 21, 20, 16, 15 are reserved as easements.

Section D: The rear 6 feet of all lots and elsewhere as shown on plat will be reserved as easements.

Excepting and provided, however, that the easements indicated on said plat in the south six (6) feet of Lots numbered 54 and 67, the north six (6) feet of Lots numbered 55 and 66, the south five (5) feet of Lots numbered 58 and 63, 89 and 94, the north five (5) feet of Lots numbered 59, 62, 90 and 93 and in a strip of land 10 feet in width lying within Lots numbered 47 and 48, the center line of which extends from a point in the west line of said lots 17.7 feet south of the northwest corner of lot numbered 47 to a point in the east line of said lots 39.8 feet northwesterly from the southeast corner of said Lot Numbered 48, are expressly reserved and dedicated only for such 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.

Section E: Easements are hereby expressly reserved and dedicated in and over the rear seven (7) feet of each said lot and elsewhere as shown on Plat.

Indian Hills (lots 191-269): Easement are hereby expressly reserved and dedicated in and on the rear 7 feet of each of said lots and elsewhere as shown on plat.

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.

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.

Community Association:

At any time by the agreement of 65% of the then owners of

Term, Modification, Enforcement, Valuation:

These covenants, or any modifications thereof, shall run with the land and shall be binding upon all parties and all persons claiming under them from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years.

These covenants may be modified at any time by the approval of a majority of the then record titleholders of the lots of the section in question. Said modifications shall be by written recorded instrument signed by either said majority or, upon approval by written ballot of said majority, the Board of Governors.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The Board of Governors shall have the authority to bring and enforce such actions in equity and in law.

Nothing contained herein shall limit or restrict any lot owner from the exercise of his or her right(s) of enforcement of said covenants in his or her own name. Upon successful prosecution of enforcement of the terms of these covenants, the Board of Governors shall be entitled to reasonable attorney's fees and costs.

The terms and provisions of these covenants shall be without relief from valuation or appraisal laws.

Severability:

Severability invalidation of any covenant by judgement or court order or by any other operation of law shall in no way affect any other provision which shall remain in full force and effect.

Signed this 19th day of September, 1991.

BOARD OF GOVERNORS, INDIAN VILLAGE COMMUNITY ASSOCIATION


By Jan L. Tidwell
President,

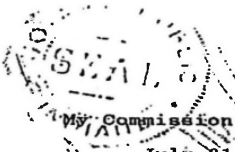
By Jeanne M. Kiley
Secretary

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a Notary Public, in and for said County and State, did personally appear Jan S. Bidwell and Deanne M. Wiley, President and Secretary of Indian Village Community Association, and did execute the above and foregoing Covenants on its behalf of their own free will.

IN WITNESS WHEREOF I hereunto set my hand and notarial seal this 19th day of September, 1991.


Michael R. McEntee, Notary Public
Resident of Allen County


My Commission Expires:
July 31, 1993

APPROVED BY the FORT WAYNE CITY PLAN COMMISSION, this 23rd day of September, 1991.




PREPARED BY: Michael R McEntee

Mail to: Sarah Reincke
2714 Indian Village Blvd.
City 46809