



APPROVED
September 27, 1945

APPROVED
September 21, 1945
Robert G. Beams
Fred W. Menze
John W. Johnson
BOARD of PUBLIC WORKS

Herbst
Rispe
Spivey
Adams
McAnlis
White
Don E. White

CITY PLAN COMMISSION

(K) 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.

In witness whereof, this 30th day of July, 1945, we, the undersigned, duly constituted officers of John R. Worthman, Inc., place our hands, and its official seal.

JOHN R. WORTHMAN, INC.

By John R. Worthman
President
John R. Worthman
By Alice L. Worthman
Secretary-Treasurer
Alice L. Worthman

State of Indiana

County of Allen, SS:

Before me, a Notary Public in and for said County and State, on this 30th day of July, 1945, appeared in person the above named John R. Worthman, president, and Alice L. Worthman, Secretary-Treasurer, of John R. Worthman, Inc, and acknowledged the foregoing platting and covenants to be the formal and legal act of said corporation.

Katharine E. Smith
Notary Public.
Katharine E. Smith

My commission expires Aug 1, 1947

20063-A

RECORDED
RECORD 16 PAGE 109-A
A.M. SEP 28 1945
Lester C. Hanna 300
RECORDER ALLEN COUNTY, INDIANA

For Amendment of Restrictions see
Misc. Rec. 112, Page 566.

See Doc 91-40767

For Amendment - See Doc 98-3732 11/21/98

CERTIFICATE of SURVEY
I hereby certify that the plat above shown presents accurately the form and dimensions of lots, streets, and easements in Indian Village Addition, Section B, and that the said plat lies wholly within the land described.

WITNESS my Hand and Seal,
this 21st day of July,
1945

A. K. Hofer
A. K. Hofer

PLAT of
INDIAN VILLAGE
ADDITION - SECTION B
Fort Wayne, Indiana

PLAT OF INDIAN VILLAGE ADDITION, SECTION "B"

Fort Wayne, Indiana.

John R. Worthman, Inc., an Indiana corporation, by and thru John R. Worthman, its president, hereby declares that it holds legal title to, and hereby causes to be platted into lots, streets, and easements in accordance with the plan and plat hereto attached, all of the land situated in the Southwest Quarter of Section 15, Township 30 north, Range 12 east, in Allen County, Indiana, by metes and bounds described as follows, to-wit:

Commencing at the north corner of Lot 4 in the plat of Indian Village, Section A, as recorded; thence southwesterly on the rear lines of Lots 4, 5, and 6, in said plat, a distance of 205.0 feet to the west corner of said lot 6; thence continuing southwesterly on the rear lines of Lots 7, 8, and 9, in said plat, a distance of 219.0 feet to the east corner of lot 11 in said plat; thence northwesterly on the rear lines of Lots 11, 12, 13, 14 and 15, in the said plat, a distance of 231.0 feet to the north corner of said lot 15; thence continuing northwesterly on the rear lines of Lots 16 and 17, in said plat, a distance of 89.4 feet to the north corner of said Lot 17; thence continuing northwesterly on the north line of Lot 18 in said plat, a distance of 155.8 feet to the center line of Nokomis Road as in said plat recorded; thence northeasterly on the aforesaid center line, a distance of 96.3 feet to an intersection by the north line, produced southeasterly, of Lot 19 of said plat; thence northwesterly on the aforesaid north line of Lot 19, a distance of 130.0 feet to the north corner of said lot 19; thence northwesterly on the rear line of Lots 20, 21 and 22, of said plat, a distance of 131.5 feet to the northeast corner of said lot 22; thence west on the north line of said Lot 22, a distance of 20.0 feet to the southeast corner of Lot 25 of said plat; thence northwesterly on the east line of the aforesaid Lot 25, a distance of 145.0 feet to the center line of Wawonassa Trail as in said plat recorded; thence southwesterly on the aforesaid center line, a distance of 90.8 feet to an intersection by the east line, produced southeasterly, of Lot 26 in said plat; thence northwesterly on the aforesaid east line of Lot 26, a distance of 152.5 feet to the northeast corner thereof; thence northeasterly on the south line of Lot 30 in said plat, a distance of 26.0 feet to the southeast corner of the lot aforesaid; thence north 86 deg. 30 min. east on the south boundary line of the United States Government Defense Housing Project area, a distance of 720.5 feet; thence southerly on a line deflecting right 93 deg. 16 min. from the aforesaid line, a distance of 201.5 feet; thence by a deflection left of 43 deg. 58 min., 355.7 feet to the point of beginning; containing 10.47 acres of land; SUBJECT to an easement for sewers, and public utilities, in, upon, and under, a strip of land, six feet in width, lying next to and bordering upon all lots of the said plat herein mentioned and referred to;

to be known as "Indian Village Addition, Section "B",
to the City of Fort Wayne, Indiana.

The lots are numbered (1) to (29), consecutively and inclusive, and dimensions in feet are noted on all lots, streets and easements, on the face of the plat.

The rear six feet of all lots, and border strips, six feet in width along the borders of all lots adjoining lots of Indian Village, Section "A", to-wit: Lots 1, 29, 21, 20, 16, and 15; are reserved as easements for the installation and maintenance of sewers, and public utility structures for the benefit of lots in this plat.

PROTECTIVE COVENANTS

All lots of this plat are subject to the provisions of building set-back lines as on the face of the plat indicated;

The undersigned owner further determines and provides that the lots of this plat shall be subject to the following protective restrictions and limitations as to their ~~xxxx~~ use, to-wit:

(A) All lots shall be used for residential purposes only, and no structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two and one-half stories in height and a private garage for not more than three cars.

(B) No building shall be located on any lot nearer than forty feet to the front lot line; nor nearer than ten feet to any side street line. No building, except a garage or other out building located eighty feet or more from the front lot line, shall be located nearer than five feet to any side line of lot.

(C) No dwelling shall be placed or erected on any lot having an area of less than six thousand square feet, nor a width at the front building set-back line of less than fifty feet. Also shall not be placed nearer than the set-back line indicated on the Recorded Subdivision Plat.

(D) No noxious or offensive trade or commercial activity may be carried on any lot.

(E) No persons of any race other than the white race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants or a different race domiciled with an owner or tenant.

(F) 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 kind be used as a residence.

(G) No dwelling costing less than Six Thousand Dollars shall be permitted on any lot, and the ground floor area of the main structure of such dwelling, exclusive of one-story open porches and garages shall not be less than seven hundred sixty square feet in the case of a one-story structure; nor less than five hundred seventy-six square feet in case of a one and one-half, two, two and one-half story structure.

(H) An easement upon, under, and over, the rear six feet of each and all lots and all lots and elsewhere as indicated on the Recorded Subdivision Plat is reserved for the construction, installation and maintenance of sewers, conduits, pipe lines, electrical lines, or other public utility for the benefit and use of said lots.

(I) The foregoing covenants shall run with the land, and shall be binding on all the parties, and all the persons claiming thereunder, until January 1, 1966, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of a majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

(J) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated with this subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing, or to recover damages or other dues for such violations.