

42 73-74 1977

42

78-14555

78-08863

79 MAR 12 P 2: 30

APPROVED THIS 17TH DAY OF JANUARY, 1979 BY THE CITY PLAN COMMISSION OF THE CITY OF PORT WAYNE, INDIANA

79 MAR 12 P 2: 30
Re Record

Re Record

BRAINVIEW TERRACE ADDN.
SECTION 15

APPROVED THIS 24TH DAY OF JANUARY, 1979 BY THE BOARD OF PUBLIC WORKS OF THE CITY OF PORT WAYNE, INDIANA

[Signature]
CITY CLERK
79 MAR 12 P 2: 30

APPROVED THIS 24TH DAY OF JANUARY, 1979 BY THE BOARD OF PUBLIC WORKS OF THE CITY OF PORT WAYNE, INDIANA

[Signature]
CITY CLERK
79 MAR 12 P 2: 30

APPROVED THIS 24TH DAY OF JANUARY, 1979 BY THE BOARD OF PUBLIC WORKS OF THE CITY OF PORT WAYNE, INDIANA

[Signature]
CITY CLERK
79 MAR 12 P 2: 30



SCALE IN FEET:
0 50 100 150

DATE: 20 JULY 1977
DESIGNED FOR AMENDED
FINAL PLAN 14 NOV 76.
BASED ON AMENDED
FINAL PLAN 14 NOV 76.

NOTE: LOT DEPTHS SHOWN FOR
LOTS #17-250 (INCL) ARE
APPROXIMATE DISTANCES
TO THE EDGE OF WATER
OF THE COMMUNITY LAKE.

APPROVALS

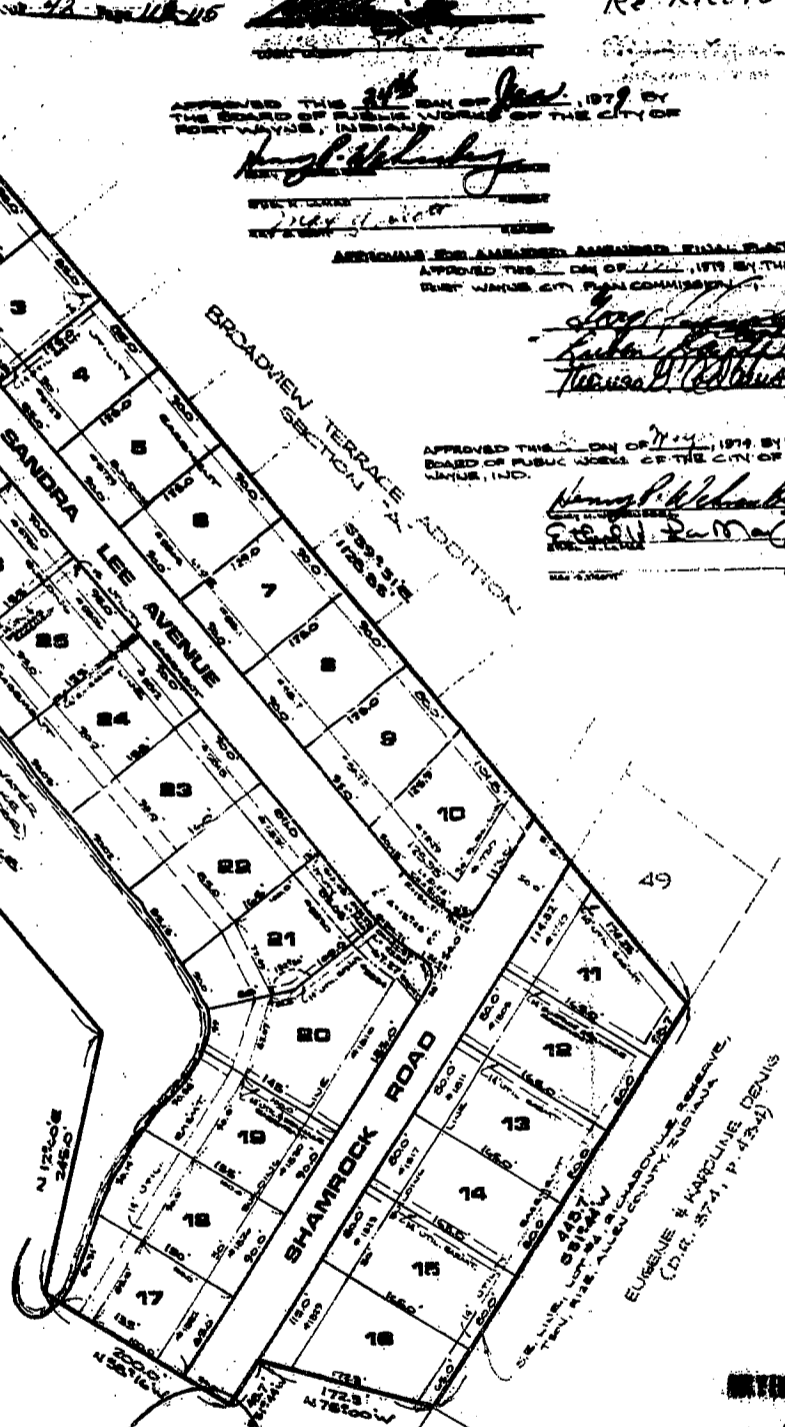
APPROVED THIS 29TH DAY OF AUGUST, 1977 BY THE CITY PLAN COMMISSION OF THE CITY OF PORT WAYNE, INDIANA.

[Signature]
CITY CLERK
79 MAR 12 P 2: 30

APPROVED THIS 29TH DAY OF AUGUST, 1977 BY THE BOARD OF PUBLIC WORKS OF THE CITY OF PORT WAYNE, INDIANA.

[Signature]
CITY CLERK
79 MAR 12 P 2: 30

NOTE: ALL LOT CORNERS HAVE BEEN ESTABLISHED WITH 7 1/2" DIA. V.S.C. 2000# REINFORCING BARS.



ONLY ENTERED FOR TAXATION
MAY 2 1979
[Signature]
AUDITOR OF ALLEN COUNTY

ONLY ENTERED FOR TAXATION
MAY 30 1979
[Signature]
AUDITOR OF ALLEN COUNTY

RECORDED FOR TAX

MAY 3 1979
[Signature]
AUDITOR OF ALLEN COUNTY

31.35

2148

70 14555

ENDED PLAT
DAY OF JANUARY, 1979 BY THE
HON OF THE CITY OF FORT WAYNE,

79 MAR 12 P 2: 50

Re-Record

AMENDED AND
FINAL PLAT OF
**BROADVIEW TERRACE
EXTENDED**
SECTION 1

Book 42 Page 113

AN ADDITION TO THE CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA.

The undersigned being the owner of the real estate described as:

Part of Lots #3 and #4 in Archange Godfrey's Subdivision of part of Richardville Reserve West of the St. Mary's River in Township 30 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to wit:

Beginning at the most Southerly corner of Lot #49 in Broadview Terrace Addition, Section "A" as recorded in Plat Book 19, page 2 in the Office of the Recorder of Allen County, Indiana, being a point on the Southeasterly line of said Lot #4 in said Archange Godfrey's Subdivision; thence S 31°-44' W, on and along said Southeasterly line, 443.7 feet; thence N 75°-00' W, 172.3 feet; thence S 31°-44' W and parallel to said Southeasterly line, 48.7 feet; thence N 58°-16' W, 200.0 feet; thence N 12°-00' E, 245.0 feet; thence N 39°-31' W, 697.3 feet; thence N 00°-00' E, 139.5 feet to the most Southerly corner of Lot #66 in Broadview Terrace Addition, Section "B" as recorded in Plat Book 22, page 144 in the Office of the Recorder of Allen County, Indiana; thence N 50°-29' E, on and along the Southeasterly line of said Broadview Terrace Addition, Section "B", a distance of 350.0 feet to the most Westerly corner of Lot #40 in said Broadview Terrace Addition, Section "A"; thence S 39°-31' E, on and along the Southwesterly line of said Broadview Terrace Addition, Section "A", a distance of 1128.85 feet to the point of beginning, containing 13.103 acres of land.

does hereby subdivide and plat the same into Lots, Streets and Easements as shown on the plat to be known as BROADVIEW TERRACE EXTENDED, SECTION 1, this 20th day of July, 1977 and does hereby dedicate the streets thus shown to the public use, and does hereby subject and impress all of said Lots in said Addition with the restrictions, covenants, limitations and easements attached hereto and made a part hereof by reference.

SPY RUN DEVELOPMENT, INC.
by William P. May, its President

William P. May

William P. May

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, the undersigned Notary Public in and for said County and State personally appeared William P. May, President of Spy Run Development, Inc., over the age of 21 years, and acknowledged the execution of the foregoing to be his free and voluntary act and deed for uses and purposes mentioned herein, this 20th day of July, 1977.

Deanna Faust
Deanna Faust - Notary Public

My Commission Expires:
10-11-77

CERTIFICATE OF SURVEY

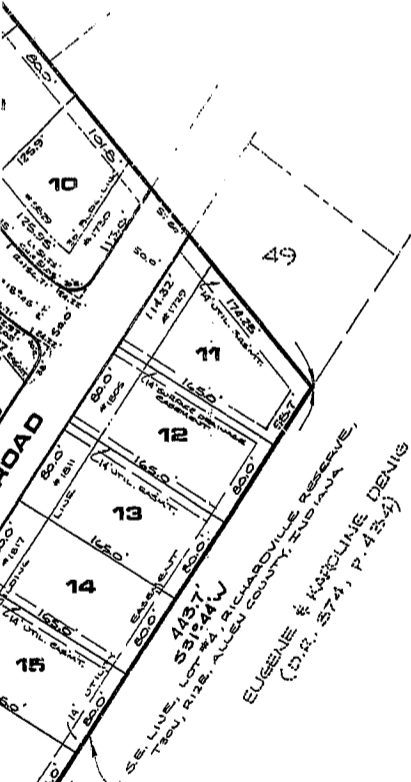
I, the undersigned Civil Engineer and Land Surveyor registered under the laws of the State of Indiana, have made a survey of the real estate described above and have established the lots and streets in the foregoing Plat in accordance with true and established boundaries thereof.

I hereby certify the above Plat and survey to be correct.

Zohrab K. Tazian
Registered Professional Civil Engineer
and Land Surveyor

DEVELOPER:
SPY RUN DEVELOPMENT, INC.
5705 BLUFFTON RD. FORT WAYNE
ENGINEER:
Z.K. TAZIAN ASSOC. INC.
710 S. BARR ST. FORT WAYNE

THIS INSTRUMENT PREPARED BY ZOHRA B. K. TAZIAN



ONLY ENTERED FOR TAXATION

MAY - 3 1978

Don H. Harkness
AUDITOR OF ALLEN COUNTY

ONLY ENTERED FOR TAXATION
MAY 30 1979

Alvin J. Harkness
AUDITOR OF ALLEN COUNTY

31 35

21 48

1 4 5 5 5

Book 42 Page 114

79- 14555

78- 11587

Book 42 Page 114

Book 42 Page 75

79- 66233

DULY ENTERED FOR TAXATION

MAY 30 1979

Alvin J. Gagliardi
AUDITOR OF ALLEN COUNTY

PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, AND
EASEMENTS AS A PART OF THE DEDICATION AND PLAT OF
BROADVIEW TERRACE EXTENDED, SECTION 1, AN ADDITION TO
THE CITY OF FORT WAYNE, INDIANA

INSTRUMENT M

3135

SPY RUN DEVELOPMENT, INC., an Indiana corporation, (being the principal subdivider and sometimes hereinafter called Sponsor), owner of the real estate shown and described in this plat, does hereby lay off, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. This subdivision shall be known and designated as BROADVIEW TERRACE EXTENDED, SECTION 1, an Addition to the City of Fort Wayne, Indiana. The protective restrictions, covenants, limitations, and easements shall be covenants running with the land hereby platted for the mutual benefit of all purchasers and owners, present and future of any of the lots in said BROADVIEW TERRACE EXTENDED, SECTION 1, until January 1, 1988, except as hereinafter provided.

1. **DEFINITION:** For the purpose of this plat and the covenants appended thereto, the word "Street" shall mean any street, avenue, roadway, pass, trail, lane or boulevard of whatever name that is shown on the recorded plat of said Addition and which has been heretofore and is hereby dedicated to the public for the purpose of a public street or for park or boulevard purposes. The word "lot" may mean any of said lots or blocks as platted on any tract or tracts of land as conveyed, which may consist of one or more lots or parts of one or more lots as platted upon which a dwelling or other structure may be erected in accordance with the restrictions hereinafter set forth, or such further restrictions as may be set forth in the individual deeds from said owner or its successors and assigns.

2. **EASEMENTS:** Easements as shown in the plat of said Addition are hereby expressly reserved and dedicated with dimensions, boundaries and locations for the erection, construction and maintenance of poles, wires, and 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 utility corporation engaged in supplying any one or more of the above utilities shall have the paramount right to enter upon said easements to install, repair, maintain or replace its utility installation, whether the same be temporary or permanent, and in the event it is necessary for any public utilities to remove any structure, shrub, or obstruction above ground level within the boundaries of the utility easement, the utility will not be held liable and will not be required to restore the obstruction to its original condition.

DULY ENTERED FOR TAXATION

MAR 12 1979

Alvin J. Gagliardi
AUDITOR OF ALLEN COUNTY

INSTRUMENT L

277 2148

DULY ENTERED FOR TAXATION

MAY - 3 1978

Jan D. Uehelhaer
AUDITOR OF ALLEN COUNTY

3. USE OF LAND:

(a) All lots shall be used for residential purposes only.

(b) No rain or storm water runoff or such water as roof water, pavement and surface water caused by natural precipitation shall, at any time, be discharged into or permitted to flow into the sanitary sewage system. Said surface water shall be discharged into the storm water sewer system. No sanitary sewage shall, at any time, be discharged or permitted to flow into the above mentioned storm water sewer system.

4. APPROVAL OF STRUCTURAL DESIGN, BUILDING, LOCATION AND GRADE LINES:

(a) In order to maintain harmonious structural design and lot grades, there is hereby reserved to sponsor, or whomsoever it may designate, the right to establish said grades and building locations and to examine and endorse its written approval upon construction plans prior to the construction of said building upon any of said lots, and no such construction shall be commenced unless such approval shall first be obtained.

(b) No building, including open or enclosed porches, shall be located on any lot in the area between the front lot line and the front building lines as shown on the attached plat, nor between the side lot line and the side building line of corner lots as shown on the attached plat. The aforesaid building lines herein established are minimum distances. Greater distances are generally preferred by the sponsor and approval thereof may be obtained from the sponsor provided it enhances the neighborhood and complies with the requirements of the City of Fort Wayne, Indiana.

(c) The type, location, height, area and use of accessory buildings, fences, walls, hedges, shrubbery, yards, open spaces and street intersection visibility not otherwise specifically restricted or limited herein, shall conform to the provisions and requirements of the Ordinances of the City of Fort Wayne, Indiana, as now existing or hereafter amended as may be applicable.

(d) To avoid inharmonious contrasts in heights of dwelling structures on lots adjacent to each other, the Sponsor specifically reserves in itself or whomsoever it may designate, the right to permit or withhold permission for structures of two or more stories where such structure would result in being on a lot adjacent to a lot where a one-story structure has been previously erected or commenced. As a general guide, one and one-half story or split-level structures are to be erected on the adjacent lot that directly separates the higher structure from the lower one-story structure; furthermore, it is the intent to avoid erection of two or more stories on corner lots. It is also the intent of the Sponsor as a part of the consideration of all vacant lot sales to procure from each purchaser a declaration as to the height of structure to be erected by said purchaser. The rights so reserved in this paragraph shall be exercised and applied for the benefit of the greatest number of owners of lots in said Addition; therefore, permission for construction of any such structure shall not be unreasonably withheld.

(e) There shall be no sea walls, boat houses or any auxiliary structures of any kind or character except such structure as may be necessary in connection with a swimming pool. All piers shall be perpendicular to the shore line and shall not be wider than four (4) feet and shall not extend into the lake from the shore line more than six (6) feet.

5. MINIMUM LOT AREA: Any owner, present, or future, may at any time by conveyance or acquisition of part or parts of any lots he may own, alter the size or shape of said lots as the same are hereinabove defined, provided and excepting that no structure shall be placed, erected, or maintained on any such altered lot having an area of less than 7200 square feet, nor a width at the front building line of less than 70 feet.

6. STRUCTURAL GROUND FLOOR AREA: No dwelling structure shall be erected or permitted on any of said lots, the ground floor livable heated area of which, (exclusive of open porches, terraces and garages) is less than 1700 square feet in the case of a one-story structure, or less than 1000 square feet in the case of a split-level, one and one-half or two-story structure.

7. NO TEMPORARY DWELLING: No trailer, basement, tent, shack, garage, barn, or other out-building on any lot shall be used at any time 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 dwelling lot, other than one (1) sign having not more than five (5) 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 the Sponsor, for the original sale of said lots.

9. COMMUNITY ASSOCIATION: The Sponsor, Spy Run Development, Inc., is developing the real estate described in this plat and other real estate adjacent to the lake which is also being developed by and through the Sponsor. On or before such time as thirty homes are erected and occupied in the area being developed by the Sponsor, the Sponsor will form a not-for-profit community association and all lot owners shall automatically become members of such association. Such owners shall be allowed one (1) vote for each lot as platted or conveyed. As additional land is developed by the Sponsor, all lot owners shall become members of said association by virtue of their lot ownership. The Board of Directors of such association shall consist of not less than five (5) members and no more than fifteen (15) members; provided, however, that the Sponsor, at its option, shall have the right to have a representative as a member of the Board of Directors of such association. At such times as the Sponsor, or its successor sponsors in the development and promotion of said lands, may desire, it may delegate to such association, by an instrument in writing, such of its rights and powers as it may determine relating

~~Book 76 Page 117~~ 79- 14555 78- 11587

Book 42 Page 76

-4-

Book 42 Page 115

to the control and maintenance of lots and the right to inspect and approve the plans and specifications for any proposed structure to be erected in said Addition, and such association shall thereupon assume responsibility for such rights and powers to be delegated and their enforcement. Said Sponsor shall thereupon be released therefrom as stipulated in said instrument.

10. MAINTENANCE FUND: There shall be imposed upon the owner of each and every lot (as the word "lot" is defined in paragraph one (1) above) in said BROADVIEW TERRACE EXTENDED, SECTION 1, an annual maintenance fee to be determined and assessed by and paid to such community association as hereinbefore provided for the purpose of caring for the vacant and unimproved land in said Addition, removing the grass and weeds therefrom, keeping the snow cleaned off the sidewalks in 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 original owner, or owners, or the successor sponsor 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. Such community association 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 items 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 reasonable attorney fees. Upon demand, said association shall furnish to any buyer or mortgagee, a certificate showing the status of the maintenance charge against any lot.

11. LAKE BEING DEVELOPED BY SPONSOR: The Sponsor is in the process of developing a lake as a part of Sponsor's land development. Because of gravel removal, deepening of the lake and the establishment of the entire shoreline, the time of completion of the lake is not definite. At such time as the lake is developed, the community association shall control and be responsible for the maintenance and use of said lake; provided, however, the only boats permissible to be used on said lake are canoes, row boats, sail boats and electric power-driven boats not to exceed five (5) horsepower.

12. ALTERATION, INVALIDATION, EXTENSION, VIOLATIONS AND RIGHT TO ENFORCE:

(a) Upon the date hereinabove provided for the expiration of these covenants, they shall automatically be extended to run with the land for additional and successive periods of ten (10) years each, except as hereinafter provided.

(b) At any time after 10 years from date hereof, by agreement of sixty-five per cent (65%) 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 or 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 association and/or the owner, present or future, of any of said lots, his legal representative, successor, grantees and assigns, may enforce any or 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 for such violation; provided, however, that the failure to exercise such rights or cause of action for violation of such covenants shall in no event be deemed to be a waiver of the rights to do so thereafter; 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.

13. IMPROVEMENT LOCATION PERMIT: Before any lot may be used and occupied, such user or occupier shall first obtain from the applicable Building Commissioner or authority having jurisdiction, an improvement location and/or use permit and certificate of occupancy, if and as required by the applicable zoning ordinance or authority. This covenant shall be enforceable by the applicable authority and/or any lot owner.

This instrument prepared by David Peters, Attorney at Law,
Member of Allen County Indiana Bar Association

79-14555

Amended Plat of Brookview
Tract Extended Sec. I

\$ 20.00

5/30/79