

CIS/bjp Sec 8/23/65 29 Feb 68  
DAILY ENTERED FOR TAXATION  
Book 89 Page 36  
1971 OCT 5 1965  
Walter A. Suedhoff  
NOTARY OF ALLEN COUNTY  
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12. No animals, poultry or livestock of any kind shall be raised, bred or kept on any lot or parcel, except that domestic household pets shall be permitted, provided they are properly housed and cared for.

13. The owners excluding Inverness Investors, Inc. of any ten (10) lots in said addition, which owners are in actual occupancy of residences erected on their respective lots may at any time within five (5) years from the date hereof, organize a "not-for-profit" corporation to be known as Inverness Hills Association, Inc. and said "not-for-profit" corporation shall be deemed to be fully organized when and only when its articles of incorporation have been duly executed, approved by the Secretary of State of Indiana, and recorded in the Recorder's Office of Allen County, Indiana. Upon the organization of such corporation, it shall have the right to impose upon each lot in said addition, excepting lots still retained by said Inverness Investors, Inc. an annual maintenance fee in an amount to be determined from time to time by said Association and the funds resulting from such maintenance fee shall be used by said Association for the purpose of paying taxes, liability insurance premiums, maintaining all the park areas included in the aforesaid plat, cleaning and repairing of roads and rights-of-way, removing snow, cutting weeds, repairing public drains, paying for repairs and maintenance of any lakes or ponds and for such other purposes as may, from time to time, be deemed desirable by said Association. When said Association has fixed and imposed said maintenance fee upon the lots subject thereto as aforesaid, such maintenance fee shall be and constitute a lien on each lot inferior only to taxes, assessments, utility fees and bona fide mortgages, until said Association is organized as aforesaid, title and exclusive jurisdiction over the park areas or ponds included in said plat shall remain in said Inverness Investors, Inc. and no owner of any lot in said addition shall have or possess any right, title or interest in and to the park areas or ponds shown in said plat and no owner of any lot shall have or possess any right to use said park areas or ponds or any part thereof. When, however, said Association has been organized as aforesaid, then all of the park areas included in said plat shall forthwith be dedicated to the sole and exclusive use of the owners of the lots in said addition and title to said park areas and ponds shall immediately vest in said Association and the organization of said Association in and of itself shall be and constitute an acceptance of said park areas by said Association and obligate it to keep and maintain said park areas for the exclusive use and benefit of the owners of all the lots in said addition. After the organization of said Association as aforesaid, said Inverness Investors, Inc. shall have no right, title or interest in said park areas and ponds.

14. No building shall be erected or constructed or commenced upon any lot in said addition until the plans and specifications therefor together with the proposed location of such building shall have been submitted to and approved in writing by Richard C. Mick, John C. Gould, Inverness Investors, Inc., or the Architectural Committee which consists of three (3) members elected by Inverness Hills Association, Inc., provided, however that if the person or committee to whom said plans, specifications and location are submitted fails to approve

may be reduced to not less than twelve hundred (1200) and nine hundred (900) square feet respectively with the written approval so to do from Richard C. Mick or John C. Gould, or the Architectural Committee of Inverness Hills Association, Inc. A residence of more than one story having less than fifteen hundred (1500) square feet of ground floor area shall have at least five hundred (500) square feet of area completed on the second floor level within three (3) months after the dwelling is occupied.

6. No building of any kind shall be moved onto and upon any lot in said addition.

7. All fuel tanks within the addition shall be concealed within the building or buried. All electric power and telephone service connections to buildings in the addition shall be concealed by being located underground.

8. No fence shall be erected upon any lot in said addition unless and until approval thereof in writing has first been obtained from either Richard C. Mick, or John C. Gould, or the Architectural Committee of Inverness Hills Association, Inc.

9. No bill board or other advertising sign or device shall be erected on any lot in said addition except by Inverness Investors, Inc. or their agents and assigns for the original sale of said lots. This restriction shall not prevent the placing of one "For Sale" sign of not more than four (4) square feet on any lot by the owner or by a realtor who has the written permission of the owner of said lot so to do.

10. Before any house or building or any lot or tract in this addition shall be used and occupied as a dwelling or as otherwise provided in these restrictions, the developer or any subsequent owner of said lot or tract shall install all improvements serving said lot or tract as provided in the plans and specifications for this addition as filed with the Allen County Board of County Commissioners. This covenant shall run with the land and be enforceable by the County of Allen, Indiana, or by any aggrieved lot owner in the addition.

11. Any municipal, public or quasi-public corporation engaged in supplying one or more of the following utilities shall have the right to enter upon the strips of land subject to said easements for any purposes for which said easements or rights-of-way are reserved: For the erection, construction and maintenance of poles, wires or conduits, and the necessary or proper attachments in connection therewith for the transmission of electricity or for telephone or other utility purposes; also for the construction and maintenance of surface and storm water drains, public sewers, pipe lines for supplying gas, water and heat; and for any other public or quasi-public utilities or functions maintained, furnished or performed by or in any method beneath the surface of the earth.

**Restrictions, Covenants, Limitations and Easements**

All lots in said addition shall be subject to and impressed with the restrictions, covenants, limitations, easements and other charges hereinafter set forth, and shall be considered a part of any conveyance of any lot in said addition without being written therein. Said restrictions, limitations and other charges shall be covenants running with the land for the benefit of each and all of the owners of the lots in said addition, all or any of whom shall be entitled to injunctive relief against any violation or attempted violation of said restrictions and limitations and also to damages in actions at law resulting from any violation thereof. It is the intention to confine enforcement of the restrictions and limitations hereby imposed to proceedings in equity and actions at law. There shall be no right of reversion or forfeiture of title resulting from the violation of said restrictions and limitations, or any of them.

The restrictions and limitations imposed upon the lots in said addition are as follows:

1. No lot shall be used for other than residential purposes. No trade, business, profession, or commercial activity of any kind shall be conducted within any building on any lot.
2. No lot shall be subdivided to form units of less area, and no more than one building for residential use shall be erected upon any lot. Each building for residential use shall be limited to a single family and shall have attached thereto a garage sufficient for at least two conventional-size automobiles.
3. No building exclusive of open porches or verandas shall be erected or located on any lot nearer to the street than the building line indicated on the recorded plat. No building shall be erected or located on any lot or parcel nearer to any side-line than ten (10) feet and as otherwise restricted in the applicable zoning ordinances. No building shall be erected within the easements indicated on the plat.
4. No lot shall be used at any time for a temporary residence, and no temporary residential structure or abode of any kind shall be permitted at any time upon any lot. No boats or house trailers shall be parked except overnight anywhere on any lot, except in the garage.
5. No dwelling shall be permitted, the ground floor area of which, exclusive of open porches, breezeways and garages, is less than fifteen hundred (1500) square feet in the case of a one story residence, or less than eleven hundred square feet (1100) in the case of a dwelling of more than one story, provided always, however, such as to

and John C. Gould, its Secretary, and acknowledged the execution of the above and foregoing instrument to be its voluntary act and deed and that the same was made pursuant to the authority and resolution of the Board of Directors of said corporation.

Carl J. Suedhoff, Jr.  
Notary Public

My Commission Expires: 12/31/67

Prepared by Carl J. Suedhoff, Jr., Attorney, Fort Wayne, Indiana

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or disapprove the same within thirty (30) days after they have been submitted, then the party submitting the same may proceed without any such written approval.

15. No derelict machinery, junk, trash or litter other than that awaiting removal in the regular process of waste removal shall be permitted on any lot in said addition. All garbage waste and litter shall be removed at least every two weeks. No waste, trash, debris or litter of any kind other than fill dirt or material shall be used for fill on any lot.

16. No construction shall remain unfinished with no work being done thereon for more than three (3) months.

17. Any user or occupier of land in this subdivision shall first obtain from the Zoning Administrator of the Allen County Plan Commission an Improvements Location Permit and a Certificate of Occupancy as required by Ordinance No. 8-1960. The issuance of such permits shall be a condition precedent to the use and occupation of any lot or tract within the subdivision. This provision shall be construed to be a protective covenant running with the land and enforceable by the Zoning Administrator of Allen County, Indiana, or by any aggrieved lot owner in this subdivision.

18. These restrictions and limitations shall remain in full force and effect for a period of ten (10) years from the date hereof, after which time they may be modified, altered, changed or abolished, in whole or in part, by a majority of the lot owners in said addition executing and recording such amendments and by obtaining the approval of the Allen County Plan Commission if required by law. In the event no action is taken as outlined above at the end of ten (10) years, said restrictions shall be automatically extended for successive periods of five (5) years each.

19. Invalidity of any one of these restrictions or covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

INVERNESS INVESTORS, INC.  
BY: Richard H. Mick  
ITS: President

ATTEST:  
John C. Gould  
Secretary

STATE OF INDIANA } ss:  
COUNTY OF ALLEN }  
Before me a Notary Public in and for said County and State this 25 day of August, 1965, personally appeared Inverness Investors, Inc. by RICHARD H. MICK, its PRESIDENT.