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### WINDMORE ESTATES A SUBDIVISION IN LAFAYETTE TOWNSHIP ALLEN COUNTY, INDIANA

DEDICATION AND DESCRIPTION

We, Theodore Sholeff and George V. Tsintsaroff, owners of the real estate shown and described as follows:

Lot No. One (1) of the subdivision of Zeek's section of land, Township 29 North, Range 11 Eart, described as follows: Beginning at the northwest corner of Zeek's section, same being the southeast corner of the No-ah-long-quah Reserve; thence south fifty (50) degrees east thirty-nine and seventy-two hundredths (39.72) chains to the southwest corner of said lot; thence north forty (40) degrees east eighteen and eight tenths (18.8) chains to the southeast corner of said lot; thence north fifty (50) degrees west to the north line of said lot; thence with same south eighty-five (85) degrees west twenty-six and fifty-eight hundredths (26.58) chains to the place of beginning, containing fifty-six and eighty-five hundredths (56.85) acres, more or less.

Also, sixteen (16) acres off of the northwest end of Lot No. Five (5) of the subdivision of said Zeek's section described as follows: Beginning at the northwest corner of said Lot No. Five (5). same being the southwest corner of Lot No. One (1); thence north forty (40) degrees east eighteen and eight tenths (18.8) chains to the northeast corner of said Lot No. Five (5); thence with the easterly line of same south fifty (50) degrees east eight and two-hundredths (8.02) chains; thence south thirty-nine and three-eights (39 3/8) degrees west nineteen and six hundredths (19.06) chains to the westerly line of said Lot No. Five (5); thence with said line north fifty (50) degrees west eight and fifty-one hundredths (8.51) chains to the place of beginning, containing sixteen (16) acres, more

Also, the east one-half (1/2) of Lot No. Three (3) of the subdivision of the section of land deeded to Francis D. LaSalle by Louis F. La Fontain and wife August 11, 1851, being a part of the Wah-pah-se-pah Reserve, Township and Range aforesaid, and described as follows: Beginning at a point in the south line of said lot north eighty-five (85) degrees east twenty-five and minety-nine hundredths (25.99) chains from the southeast corner of the Ne-ah-long-quah Reserve, said point being the southwest corner of the seast one-half of said lot; thence north five (5) degrees west twenty-two and seventy-eight hundredths (22.78) chains to the north line of said lot; thence north eighty-five (85) degrees east seventeen and forty-three hundredths (17.43) chains to the northeast corner of said lot; thence south five (5) degrees east twenty-three and eight hundredths (23.08) chains to the southeast

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corner of said lot; thence with the south line of same south eighty-five (85) degrees west seventeen and forty-three hundredths (17.43) chains to the place of beginning, containing forty and three hundredths (40.03) acres, more or less.

Part of Lot Number 2 Zeek's (Seek's) Reserve, in Township 29 North, Range 11 East, more particularly described as follows to-wit:
Beginning at the northwest corner of Lot number 2
in Zeek's (Seek's) Reserve, said point also being the northeast corner of Lot 1 in Zeek's (Seek's) Reserve; thence east along the north line of Lot Number 2, a distance of 100 feet; thence southwest with a deflection angle to the right of 112 degrees 30 minutes a distance of 76.5 feet to a point on the southwest line of Lot Number 2 and the northeast line of Lot Number 1, thence northwest along the said common line a distance of 100 feet to the point of beginning.

All of which is more particularly described as fol-

rows:

Lot Number 1 of Zeek's Reserve containing 56.85 acres of land more or less; part of Lot Number 2 of Zeek's Reserve containing 0.2 acres of land more or less; 16 acres of land off the northwest end of Lot Number 5 of Zeek's Reserve; and the east 1/2 of Lot Number 3 of the Subdivision of a section of land deeded LaSalle by La Fountain and wife, bearing date 11th day of August, 1851, being a part of the section of land reserved for said La Fountain by the name of Wah-pa-se-pah by a treaty between the Miami Tribe of Indians and the United States 1834 containing 40.08 acres more or less; containing, in all, 113.08 acres of land more or less, and all being in Township 29 North, Range 11 East, Allen County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of said Lot No.

3 in Wah-pa-se-pah Reserve, being marked by a standard corner marker (5/8" x 12" rebar with an aluminum cap stamped "Stoody S-0144") set; thence South 00 degrees 00 minutes 00 seconds East (assumed bearing) along the East line of said Lot No. 3, a distance of 1523.59 feet to the Southeast corner of said Lot No. 3, being marked by a pin found; thence North 89 degrees 49 minutes 18 seconds West along the South line of said Lot No. 3, also being the North line of Lot No. 2 in Zeek's Reserve, a distance of 1059.25 feet to a standard corner marker set, said marker being located South 89 degrees 49 minutes 18 seconds East, a distance of 100.00 feet from the Northwest corner of said Lot 2 in Zeek's Reserve; thence South 22 degrees 37 minutes 05 seconds West a distance of 76.34 feet to a standard corner marker set on the Westerly line of said Lot No. 2, also being the Easterly line of Lot No. 1 in Zeek's Reserve, said marker being located South 44 degrees 56 minutes 31 seconds East, a distance of 100.00 feet from the Northwest corner of said Lot No. 2; also being the Easterly line of Lot No. 1 in Zeek's Reserve, said marker being located South 44 degrees 56 minutes 31 seconds East, a distance of 100.00 feet from the Northwest corner of said Lot No. 2; thence South 44 degrees 56 minutes 31 seconds East along the Easterly line of East along the Easterly line of Said Lot No. 1 and Lot No. 5 in Zeek's Reserve, a distance of 1837.05 feet to a railroad iron in concrete found; thence South 44 degrees 29 minutes 30 seconds West, a distance of 1229.63

feet to a standard corner marker set on the Westerly line of said Lot No. 5; thence North 45 degrees 01 minutes 18 seconds West along the Westerly line of said Lot No. 5 and Lot No. 1, a distance of 3186.89 feet to a standard corner marker set on the North line of said Lot No. 1; thence South 89 degrees 51 minutes 24 seconds East along said North line, a distance of 1747.75 feet to a railroad iron in concrete found on the West line of the East Half of said Lot No. 3 in Wab-pa-se-pah Reserve; thence North 00 degrees 11 minutes 29 seconds West along said line, a distance of 1519.67 feet to a standard corner marker set on the North line of said Lot No. 3; thence North 89 degrees 59 minutes 03 seconds East along said North line, a distance of 1164.32 feet to the point of beginning, containing 113.08 acres, more or less.

do hereby subdivide and plat the same into lots, streets, common areas, and easements as shown on the plat to be 1-11-15 known as Windmore Estates this \_ \_ đay of , 1976, and do hereby dedicate the streets thus shown to the public use; and do hereby subject and impress all the lots in said addition with the restrictions, covenants, limitations, and easements attached hereto and made a part hereof by reference.

THEODORE SHOTEFF / Coly

GEORGE V. TEINTSAROFF

STATE OF INDIANA COUNTY OF ALLEN

Before me, a Notary Public, in and for said County and state, personally appeared the above signed owners and acknowledged the execution of the foregoing plat for the uses purposes set forth as their voluntary act and deed this day of Francisco , 1976.

CA CANOLARY

Commission Expires:

6-11-1977

# PROTECTIVE RESTRICTIONS, COVENANTS AND EASEMENTS OF WINDMORE ESTATES LAPAYETTE TOWNSHIP ALLEN COUNTY, INDIANA

All the lots in said addition shall be subject to and impressed with the restrictions, covenants and easements hereinafter set forth; and they shall be considered a part of the conveyance of any lot in said addition without being written therein. The provisions herein contained are for mutual benefit and protection of the owners, present or future, of any and all lots in said addition; and they shall run with the land and shall inuxe to the benefit of and be enforceable by said owners by action for injunctive relief against any violation or attempted violation of the provisions hereof and/or for damages for any injuries resulting from any violation thereof; but there shall be no right of reversion or forfeiture of title resulting from such violation.

## 1. EASEMENTS AND UTILITY SERVICES

The land platted as Windmore Estates, and all lots in said Addition, shall be subject to general utility easements as indicated on the plat thereof. Said easements shall be for the following purposes and subject to the following limitations:

- (a) <u>Prohibition of Overhead Utility Facilities</u>. All utility wires, cables, conduits, pipes and other facilities within the Addition shall be located underground within the utility easements provided hereby, except that:
- i. Poles and overhead facilities may be used to the extent reasonably necessary at those places where distribution facilities enter and leave the Addition, and
- ii. Housings, pedestals and other facilities may be above the surface of the ground to the extent necessary for installation and operation of the utility service, but shall be constructed and maintained at as low a height and in as inconspicuous a manner as is practicable.
- (b) Fasements shall be for general utility services, including storm water, sanitary sewage, water, gas, electric light, telephone, and other utility services.

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(c) All utility easements, as dedicated on the face of the plat, shall be kept free of all permanent structures and the removal of any obstruction by any utility company shall in no way obligate the utility company for damages or to restore the obstruction to its original form.

(d) No untreated sanitary sewage shall, at any time, be discharged or permitted to flow into any open drain, natural water course, or storm water system. No storm water shall be discharged or permitted to flow into any sanitary sewage system.

## 2. BUILDING LINES

(a) No building shall be located upon any lot nearer front, side or rear lot lines than the building lines wn on the plat.

## APPROVAL OF IMPROVEMENTS

(a) No building, wall, or fence shall be erected, placed or altered on the lots in said Addition unless the plot plan and the proposed finished grades have been determined for the location of said improvements and the design and plans shall be first approved by the Secretary of Windmore Association acting for and on behalf of an association of property owners, as hereinafter provided for. In the event said association fails to approve or disapprove said plot plan, design and plans within thirty-five (35) days after submission, or in the event said improvements have been under construction for sixty (60) days and no suit has been filed to enjoin the construction thereof, approval will be deemed fully complied with.

(b) No house shall be built on any Lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeway or garage, of less than 2800 square feet for a one-story dwelling, nor less than 1500 square feet for more than one-story. For purposes of this section, any structure resulting in a finished floor two (2) or more feet below ground level shall be excluded from any computation of ground level

## 4\_ ECOLOGICAL PRESERVATION

(a) Except as may be necessary for clearing an area for buildings, structures, and driveways, no live trees greater than six (6) inches in diameter at a height of eight (8) feet from the natural ground level, shall be cut, destroyed or removed. No trees specifically banded prior to sale of the lot where located by developer or by the Windmore Association shall be removed or destroyed without prior approval by either the said developer or said association.

(b) The natural course of all streams and ditches shall not be altered or diverted without prior approval by either the developer or Windmore Association.

## GENERAL RESTRICTIONS

(a) Each lot shall be used and occupied solely for and by a single family residence, together with necessary appurtenances.

(b) The further dividing or subdividing of any lot within this subdivision once the plot hereof has been approved by the Allen County Plan Commission is prohibited unless and until the Allen County Plan Commission has reviewed and approved the change.

(c) No temporary structure, trailer, rubbish or trash or other obnoxious materials shall ever be moved onto or permitted on any lot.

(d) Any garage or car port must be at least two-car in size.

(e) Any incinerator, for the burning of domestic refuse, must be located on the inside of the residence or the garage.

(f) All driveways must be dust proofed and chip and seal, macadam, concrete, or other similar construction.

(g) All utility service must be underground.

(h) Until such time as a sanitary sewage disposal system is available, all sewage from each lot shall be disposed of using individual treatment plants. Such treatment plant shall be installed and used in conjunction with an absorption field if, and only if, the percolation on said lot is determined, from data submitted by owner or his representative, by the Fort wayne-Allen County Board of Health to be adequate for the use of an absorption field. If the percolation on any lot is determined by said Board to be inadequate for use of an absorption field, then said treatment plant shall be installed and used in conjunction with a mechanical aeration and filter bed system or a comparable system, which shall be subject to approval by said Board prior to installation.

The design and installation of all plants and systems shall be inaccordance with the applicable standards of the fort Wayne-Allen County Board of Health and the State Board of Health. Any plant or system which shall fail to operate to the standards of the Fort Wayne-Allen County Board of Health shall be repaired or replaced without delay so as to bring it within said standards.

All plants; including those used in conjunction with an absorption field, mechanical aeration and filter bed system, and approved comparable systems, shall be inspected and maintained annually, under a maintenance service contract, by a company or individual approved by the Fort Wayne-Allen County Board of Health. All plants used in conjunction with absorption field or mechanical aeration and filter bed systems shall include:

(i) proper inspection points near the outlet from each lot as set forth in Allen County Specifications.

(ii) suitable access for clean-out in each compartment of every tank and tank compartment.

All plants used in conjunction with mechanical aeration and filter bed systems shall have a distribution box with a removable top above said filter bed.

When a public or quasi-public sanitary system is available to the lots in the Addition, all senitary sewage shall be disposed of therein.

(i) Each owner of a lot in the Addition shall provide minimum of four (4) spaces of off-street parking for auto-biles on his lot.

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- (k) No outdoor light source shall be located more than 12 feet above ground level. All outdoor light sources in excess of 1,500 lumens shall be installed so that the direct rays therefrom are confined to the lot upon which the source is located. No outdoor light source shall exceed 4,500 lumens. All outdoor light sources located within 25 feet of each other shall be deemed to be one light source for the purposes of this paragraph. A light source shall be deemed to be outdoor unless it is located within a completely enclosed building. The provisions of the second sentence of this paragraph shall not apply to street lighting installed by developer or the Association.
- (1) No signs of any kind shall be displayed to public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the period of construction and sale.
- (m) All fuel and other storage tanks shall be insunderground or concealed within the dwelling or garage. installed
- (n) No hunting, shooting or trapping shall be allowed the Addition.
- (o) Each lot owner shall provide and install a culvert or tube at the point where the driveway crosses any stream in the driveway right of way.
- (p) No animals, poultry or livestock of any kind shall be raised, bred or kept on any lot, except that horses and domestic household pets shall be permitted, provided they are properly housed and cared for. Horses must be housed in a barn and are not permitted to graze over more than 20% of the land of any lot, said grazing land to be located to the rear of the house thereon. Said household pets shall not be walked on lots of other owners. Household pets off the premises of the owner shall be on leash and under the owner's premises of the direct control

## IMPROVEMENT LOCATION PERMIT

Before any lot may be occupied, the occupier shall first obtain from the Allen County Zoning Administration the Improvement Location Permit and Certificate of Occupancy as required by the Allen County Zoning Ordinance.

## 7. ACCESS FROM INTERIOR ROADS

No driveway access shall be permitted from any lots onto the Ernst

#### 8 -IMPROVEMENTS BY DEVELOPER

Before any house on any Lot may be occupied as a dwelling or as otherwise provided by the Subdivision restrictions
above, the developer or his successors and assigns shall install improvements serving said Lot as provided in the plat
for this Addition as filed with the Board of County Commissioners. This covenant shall run with the land and be enforceable
by the County of Allen, State of Indiana, or by any aggrieved
lot owner in this Subdivision.

## WINDMORE ASSOCIATION

The owners of the lots in said Addition shall be deemed to be and constitute an Association, with the name Windmove Association. The owners of each lot in said Addition shall automatically be members of said Association and entitled to one joint wote for each lot or tract owned by them. Meetings of point wote for each lot or tract owned by them. Meetings ation, or by the President or Secretary thereof, by written notice mailed or delivered 5 days prior to the date of such meeting, but notice of any such meeting may be waived either in writing or by waiver endorsed on the minutes of the meeting. The Association may adopt by laws to govern the organization and centre of officers and secretary fix and determine their respective duties and authority. This Association shall have the duty and authority to take such steps as may be necessary or desirable from time to time to keep the streets, public drives, common areas, dams and culverts, and any areas in the Addition that may be conveyed to the Association or be subject to its control, and infilling the Addition and said tract as a whole, in good repair and condition and to make improvements thereon, including authority to provide for the cutting of grass and weeds and the removal of ice and snow, and to make contracts to accomplish such purposes in the name of the Association, and to pay any taxes or charges on land or property confered to the control of the Association and to make improvements thereon, including authority to provide for the cutting of grass and weeds and the removal of ice and snow, and to make contracts to accomplish such purposes in the name of the Association, and to pay any taxes or charges on land or property confered to not a purposes and of all expenses incurred in connection therewith, and at a meeting of the Association duly called for that purpose, the obligations incurred for such purposes shall be approached to the Association against each of the loss in said Addition for the purpose of raising a fund in each advance to enable the Asso

#### 10-MAINTENANCE CHARGE LIEN

The amount so assessed against each lot in said Addition and said tract shall be payable by the owners thereof to the Secretary-Treasurer of the Association within 15 days from the time that notice of such assessment has been mailed to them by the Secretary-Treasurer and each such assessment shall be and remain a lien upon the respective lots against which the assessments is made until payment thereof to the Secretary-Treasurer. All payments of assessments shall be noted on the books of the Association and, on request, the Secretary-Treasurer shall furnish to any owner of a lot in said Addition and said tract a certificate showing the assessment made upon said lot and the amount, if any, of such assessment remaining unpaid, and such certificate shall be relied upon by the lot owner and prospective purchaser or mortgages in purchasing or accepting mortgage upon a lot. The lien of said assessment may be foreclosed, without relief from valuation and appraisal laws and with reasonable attorney fees. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect

## BOOK 38 Page 20

the assessment lien: However, the sale or transfer of any lot pursuant to mortgage foreclosure of any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to, such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien , thereof.

#### 3. 2. a COMMON AREAS

The common areas shown on the plat are for the exclusive use of the owners and occupiers of lots in the Addition and their invitees, subject to such reasonable rules and regulations as may be imposed by the Developers or the Association. The Developers reserve the right to convey the common area to the Association for the benefit of said owners and occupiers and their invitees. No motorized vehicles (including without limitation snowmobiles or motorcycles) shall be permitted on any of the common areas, except such as are necessary in connection with utility uses.

## AMENDMENT

The above restrictions, covenants and easements may be amended at any time by the unanimous vote of the members of Windmoro Association, and the provisions of any such amendments shall become effective upon the recording by the Sectetary Treasurer of said association of a copy of the resolution making such amendments in the office of the Recorder of Allen County, Indiana.

\*These restrictions prepared by Fergus M. Kear, Attorney at Law-

## WINDMORE ESTATES

## APPROVALS

County Plan Commission Allen County, Indiana

Surveyor, Allen County, Indiana

Board of Commissioners Allen County, Indiana

Zoning Administrator Allen County, Indiana WILLIAM SWEET Approved for Drainage only

Bel SW Ellen I.

## WINDMORE E

LOT NO.1, TOGETHER WITH PART OF LOTS 2. AND PART OF LOT 3 IN WA - PA-SE-PAH RESERV ALLEN COUNTY, INDIANA

ERNST

**DEVELOPERS** TED SHOLEFF GEORGE TSINTSAROFF 14132 ABOITE CENTER RD. FORT WAYNE, IND.

## STREET CURVE DATA

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## MORE ESTATES

THER WITH PART OF LOTS 2 & 5 IN ZEEKS RESERVE OT 3 IN WA-PA-SE-PAH RESERVE LAFAYETTE TOWNSHIP ALLEN COUNTY, INDIANA

For Grant of Eccement See DC. 2020/3017 9/13/02

SURVEYOR

JOSEPH B. STOODY JR., L.S.

801 COLUMBIA AVE.

FORT WAYNE, IND.





