

Indiana Villages, Inc., an Indiana
non-mill incorporated corporation, herein
called "the Company,"

That part of the Township of
Ripley, Indiana, known as the
Indian Village Addition, Section E,
containing 1,000 acres, more or less,
is hereby created, bounded as follows:
Beginning at the corner of the
northeast corner of Section 14, thence
running due west to the center of
the State Road No. 12; thence
running due south to the center of
the State Road No. 11; thence
running due east to the center of
the State Road No. 12; thence
running due north to the point
of beginning.

All that part of the Township of
Ripley, Indiana, lying to the north
and west of the location of the
Indian Village Addition, Section E,
and including all land in
the Indian Village Addition, Section E,
not otherwise described, is
hereby reserved to the Company.
The Company shall have full
power to do all acts necessary
to establish and maintain
a town called Indian Village.

All that part of the Township of
Ripley, Indiana, lying to the north
and west of the location of the
Indian Village Addition, Section E,
and including all land in
the Indian Village Addition, Section E,
not otherwise described, is
hereby reserved to the Company.
The Company shall have full
power to do all acts necessary
to establish and maintain
a town called Indian Village.

Herby owner said real estate to be
reserved and surrendered to the
City of Port Wayne, Indiana, to
be known as INDIAN VILLAGE
until incorporation, being retained
for the exclusive Charter of the
Incorporating Company, and a copy
of existing charter retained by
the Incorporated Company.

The lots in said addition are
(124) to one hundred thirty (130) e
blocks "A" and Block "B", and dimens
lots, blocks, streets and crossroads
lots are subject to the provisions
enacted and contained in the face
more specifically as follows:

The Incorporated owner hereby d
eclares that lots excepting said lots
are subject to the protective restr
ictions on their use, and restrict
covenants running with the land her
etofore or thereafter sold or
otherwise disposed of.

Dated: August 1, 1953.

Corporate Seal:

K. M.

My Commission Expires:

March 30, 1954.

STATE OF INDIANA
COUNTY OF ADAMS

Know all men, by these presents, a
Power of Attorney is granted and given
to John H. Wortham and Alice J.
Wortham, respectively of Indian Village, Inc.,
attorneys in fact on behalf of said
Company, to do all such acts and legal
deeds and to be the formal and legal
agents of the Company.

In witness wherefore, I have here
affixed my official seal.

K. M.

My Commission Expires:

March 30, 1954.

SEE 91-46

AMENDMENT -
98-3732

FOR EASEMENT SEE Doc's
4-2

FOR EASEMENT SEE Doc's 99-48932
6-18-1999

20-1929

**EASEMENTS AND RESTRICTIVE COVENANTS
APPENDED TO PLAT OF INDIAN VILLAGE, SECTION "X".
AN ADDITION TO THE CITY OF PORT WAYNE.**

1. DEFINITIONS. For the purpose of this plat and the covenants appended thereto, the word "street" shall mean any street, road, way, path, trail, lane or boulevard of whatever name which 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 "out-building" shall mean an enclosed, covered structure, not already attached to the residence to which it is appurtenant. The word "lot" may mean either any of said lots as platted or any other or tracts of land so conveyed, which may consist of one or more lots or parts of one or more lots as platted upon which a residence or other structures may be erected in accordance with the restrictions hereinabove 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 are hereby expressly reserved and dedicated in and over the rear seven (7) feet of each of said lots, and elsewhere as shown on the plat, 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 or performed by or in any manner 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 any purpose for which said easements are reserved, using care, however, to restore the said premises as nearly as possible to the same condition which existed at the time of such entry.

3. USE OF LAND. All lots, excepting Block "A" and Block "B", shall be used for residential purposes only, and no offices or offensive trade or commercial activity may be conducted on any of said lots. No building or structure other than a single detached dwelling house, not to exceed two stories 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 nor shall any such building be occupied for any purpose except that of private residence exclusively nor shall any part or portion thereof be used or occupied except solely as a residence, provided, however, that this restriction shall not exclude the attachment or semi-attachment to said dwelling house, by porch, breezeway, or otherwise, of a private garage or car-port for not more than three (3) cars and provided further that this restriction shall not exclude the erection on any of said lots of one proper one-story out-building for use as a tool or garden house not to exceed a ground floor area of two hundred (200) square feet.

4. APPROVAL OF STRUCTURAL DESIGN, BUILDING AND GRADE STANDARDS. In order to maintain harmonious structural design and lot grades, the undersigned owner reserves in itself, or whomever it may designate, the right to examine said grades and the existing and endorse its written approval upon construction plans prior to the construction of any building upon any of said lots, and no such construction shall be commenced unless such approval shall be first obtained. No building, including porches, open or enclosed, but excluding terraces, and no fence, wall, or hedge more than 16 inches high, shall be located on any lot in the area between the front lot line and the front building line 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. No building, excepting a tool or garden house located on the rear one-tenth of any given lot, shall

-1-

be located nearer than five (5) feet to any side lot line. No residence or attached apartment shall be located more than twenty (20) feet behind the building lines as established herein.

5. 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 single family dwelling shall be placed, erected, or maintained on any such altered lot having an area of less than six thousand (6,000) square feet, nor a width at the front building line of less than fifteen-five (15.5) feet.

6. 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 passages, is less than 960 square feet in the case of a one-story structure, or less than 160 square feet in the case of a 1½ or 2-story structure.

7. NO TEMPORARY BUILDINGS. No trailer, basement, tent, shanty, storage, barn or other out-building on any lot shall at any time be

-1-

be located nearer than five (5) feet to any side lot line. No residence or attached appurtenance shall be located more than twenty (20) feet behind the building lines as established herein.

5. 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 single family dwelling shall be placed, erected, or maintained on any such altered lot having an area of less than six thousand (6,000) square feet, nor a width at the front building line of less than fifty-five (55) feet.

6. 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 960 square feet in the case of a one-story structure, or less than 768 square feet in the case of a 1½ or 2-story structure.

7. NO TEMPORARY RESIDENCE. No trailer, basement, tent, shanty, 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.

8. STORY 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.

9. COMMUNITY ASSOCIATION. At any time by the agreement of thirty-five percent (35%) of the then owners of lots, said owners being allowed one (1) vote for each lot as platted or converted on herein provided which they may then own, evidenced by articles in writing signed by said owners or their duly authorized agents, there may be 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 bylaws 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, Section "P", 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 member 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., or its successor sponsor in the development and promotion of said Addition and at such time as said Indian Village, Inc. or its successor sponsor 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.

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 Indian Village, Section "E", an annual maintenance fee not to exceed Five Dollars (\$5.00) to be assessed by and paid to Indian Village, Inc., or its successor sponsors in the development and promotion of said Addition or to such community association as such sponsor shall recognize, as hereinabove provided, for the purpose of removing grade, weeds, snow or other obstructions from sidewalks; in maintaining, preserving, and improving grass and planted areas within the boundaries of streets; in looking after, promoting and maintaining the best appearance of said Addition and of the lots and grounds in it, and for such other purposes as such sponsor or association may desire, provided such use is for the benefit of said addition. 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 owner or its successor sponsors 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. Indian Village, Inc., the original owner, or its successor sponsors in the development and promotion of said Addition or such community association, when recognized as aforesaid, shall have a lien on all lots held in said Addition to secure the payment of the aforesaid maintenance charges due and to become due, and said liens shall be superior to all other liens except mortgages for purchase money and improvement of said real estate and shall be enforceable in the same manner as mechanic's liens together with attorney fees. Upon demand the undersigned owner or said association shall furnish to any buyer or mortgagee a certificate showing the unpaid maintenance charges against any lot, and the original owner or said association may at its discretion waive any right for a limited period of time the aforesaid liens against any lot. Upon the recognition by the undersigned sponsor of such community association as hereinabove provided all maintenance funds then in the hands of the original owner shall be turned over to the association for its use as herein provided.

11. ALTERATION, INVALIDATION, EXTENSION, VIOLATIONS AND RIGHT TO ENFORCE.

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

(b) At any time by the agreement of sixty-five percent (65%) of the then owners of 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 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 and 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 owner, present and future, of any of said lots, his legal representative, successors, grantees and assigns may enforce any and 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 said covenants, either to prevent him or them from so violating any such covenants or to recover damages or other dues for such violation; provided, however, that the failure to exercise such right or cause of action to enforce any of the covenants herein

serve any and 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 or other dues for such violation; provided, however, that the failure to exercise such right or cause of action to enforce any of the covenants herein

- 3 -

at the time of such violation or attempt to violate such covenants shall in no event be deemed to be a waiver of the right to do so thereafter; and 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.

I, WITNESS WHEREUPON, the undersigned owner has executed these presents and has caused the signature of its duly authorized officers and its corporate seal to be affixed hereto this 1st day of August, 1953.



STATE OF INDIANA }
COUNTY OF ALLEN }

Before me, the undersigned, a Notary Public, in and for said County and State, this 3rd day of August, 1953, personally appeared John R. Wortham and Alice L. Wortham, President and Secretary respectively of Indian Village, Inc., an Indiana corporation, and acknowledged the execution of the foregoing instrument for and on behalf of said corporation as their free and voluntary act and deed and to be the formal and legal act of said corporation.

13 WITNESS WHEREUPON, I have hereunto subscribed my name and affixed my official seal.

Digitized by srujanika@gmail.com

March 23, 1954

K. Annabelle Young
K. Annabelle Young, February 1988

