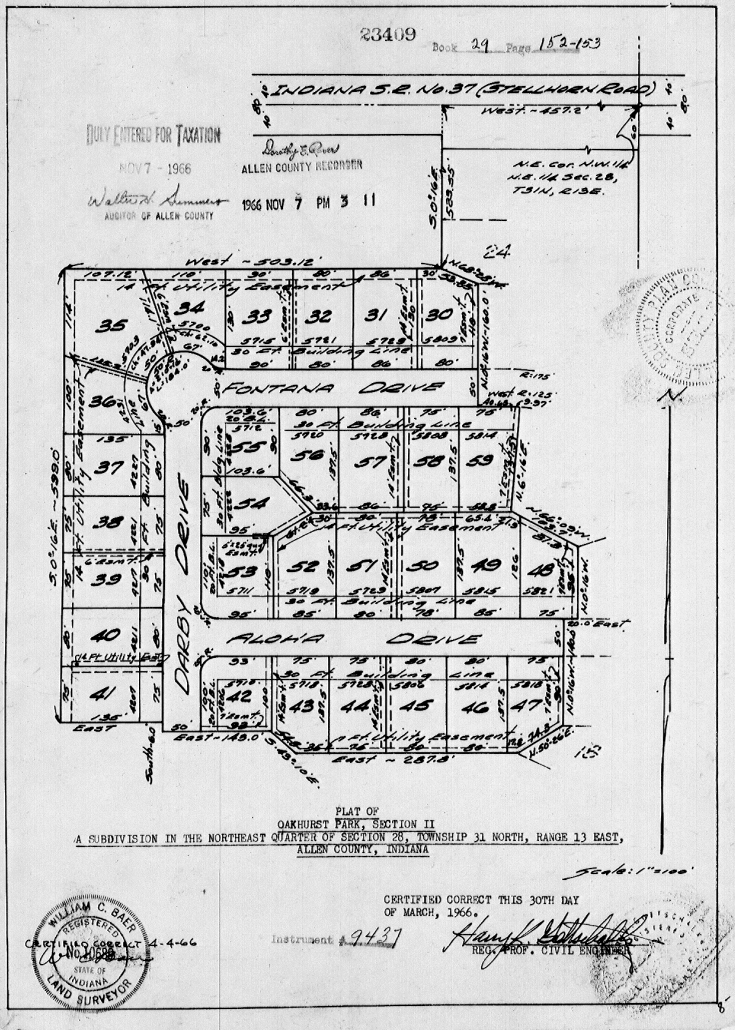


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LEGAL DESCRIPTION OF OAKHURST PARK, SECTION II
A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 13 EAST,
ALLEN COUNTY, INDIANA

Part of the Northwest quarter of the Northeast quarter of Section 28, Township 31 North, Range 13 East in Allen County, State of Indiana, described as follows, to wit: Beginning at a point situated 457.2 feet West and 523.55 feet South 0 degrees 16 minutes East of the Northeast corner of the Northwest quarter of the Northeast quarter of Section 28, Township 31 North, Range 13 East, said point also being the Southwest corner of lot numbered 24 in Oakhurst Park, Section I, a subdivision in the Northeast quarter of Section 28, Township 31 North, Range 13 East, Allen County, Indiana; thence West 503.12 feet; thence South 0 degrees 16 minutes East 599.0 feet; thence East 135.0 feet; thence South 6.0 feet; thence East 113.0 feet; thence South 43 degrees 10 minutes East 54.8 feet; thence East 287.8 feet to the most Westerly corner of lot numbered 18 in the aforementioned Oakhurst Park, Section I; thence North 50 degrees 26 minutes East 74.3 feet; thence North 0 degrees 16 minutes West 110.0 feet; thence East 20.0 feet; thence North 0 degrees 16 minutes West 95.0 feet; thence North 66 degrees 09 minutes West 103.7 feet; thence North 6 degrees 16 minutes East 137.5 feet; thence Westerly on a curve to the left of 125.0 foot radius 9.97 feet; thence West 40.63 feet; thence North 0 degrees 16 minutes West 160.0 feet; thence North 68 degrees 28 minutes West 53.85 feet to the point of beginning, containing 9.03 acres of land, more or less.

DULY ENTERED FOR TAXATION

NOV 7 - 1966

Walter H. Sumner

AUDITOR OF ALLEN COUNTY CERTIFICATE OF PROFESSIONAL CIVIL ENGINEER

I, Harry K. Gottschalk, hereby certify that I am a Professional Civil Engineer, licensed in compliance with the laws of the State of Indiana, and that this Plat correctly represents a survey completed by me March 30, 1966; that all the markers shown thereon actually exist and that their location, size, type and material are accurately shown. Said lots are numbered from 30 to 59, both inclusive.

Harry K. Gottschalk
Reg. Professional Civil Engineer
Indiana Reg. No. 1145

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For Amendment and Modifications of
Restrictive Covenants see E23 561
Misc. Rec. 326 pg 339-40

Book 89 Page 153

DEDICATIONS, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS AFFORDED TO AS A PART OF THE DEDICATION AND PLAN OF COLUMBIAN PARK SECTION 11

A SUBDIVISION IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 13 EAST, ALLEN COUNTY, INDIANA

Horizons, Incorporated, an Indiana Corporation, by Chris Stauffer, its President, and Joseph L. Zehr, its Secretary, hereby declares that it is the Owner of the real estate shown and described in this plat and does hereby offer, plat and subdivide said real estate in accordance with the information shown on the final plat...

The lots are numbered from 30 to 59, both inclusive, and all dimensions are shown in feet and decimals of a foot on the Plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes.

PART "A" - SUBSTANTIAL AREA COVENANTS

- A-1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height...
A-2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Control Committee...
A-3. DWELLING SIZE: No building 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 1100 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one-story...
A-4. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat...
A-5. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 9,000 square feet...
A-6. EASEMENTS: Easements are reserved as shown upon the recorded plat and over the rear seven (7) feet of each lot, or as shown on the plat for the electric, construction and maintenance of poles, wires and conduits, and the necessary or proper attachments in connection therewith for the transmission of electricity, telephone service, construction and maintenance of drains, sewers, pipelines, gas, water or heat, and for any other public or quasi-public utility or function furnished or performed by any method beneath the surface of the ground...

No owner of said lots 42 to 59 inclusive will erect or grant to any person, firm or corporation the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind for electrical or telephone service on said real estate (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave the restricted area). No building herein shall be constructed to prohibit street lighting or ornamental yard lighting served by underground wires and cables, nor to prohibit temporary overhead service lines for the purpose and use therein set forth in this 52nd day of March, 1966.

distribution system of the Electric Public Utility shall be provided by the owners of said real estate and shall carry not less than three wires and have a capacity of not less than 200 amperes.

- A-7. MUTUAL BENEFIT: These covenants are imposed for the mutual benefit of owners lots in the addition and for the benefit of the utility companies furnishing utilities in said addition. No noxious or offensive activity shall be carried on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
A-8. TEMPORARY STRUCTURES: The structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot as any time as a residence, either temporarily or permanently.
A-9. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a building to advertise the property during the construction and sales period.
A-10. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
A-11. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept in any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
A-12. DUMPING AND WASTE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
A-13. OBSTACLE SIGN LIGHTS: No fence, wall, hedge or shrub plantings, which obstructs sight lines at elevations between 2 and 6 feet above roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 32 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sign-light limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections, unless the sight line is maintained at sufficient height to prevent obstruction of such sight lines.
A-14. ALL BUILDINGS shall be constructed in a substantial and good workmanlike manner and of new material. No roll siding, asbestos shingle siding, or siding consisting of horizontal slats shall be used in the exterior construction of any building on any lots of said subdivision, and no roll roofing of any description or character shall be used on the roof of any dwelling house or attached garage on any of said lots.
A-15. DRIVEWAYS: All driveways from the street to the garage shall be paved concrete and not less than ten (10) feet in width. Any driveway constructed within the boundary lines of any lot prior to the existence of sidewalks shall be constructed that the elevation thereof at a point one (1) foot outside of the lot boundary line, shall be four (4) inches above the grade elevation of the established curb adjacent to such lot. It shall at this point have installed 1/2" bituminous expansion joint, and then proceed at a gradient of 1/4" per foot to a point six (6) feet outside the lot boundary line at which point another 1/2" bituminous expansion joint shall be installed. The remaining 5 1/2 feet to the curb shall have a gradient of 1/2" per foot.
A-16. All fuel or oil storage tanks shall be installed under ground or concealed within the main structure of the dwelling house, its basement or attached garage.
A-17. Individual water supply system, or individual sewage disposal system, shall be installed, maintained or used on any lots in this subdivision.
A-18. In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby reserved and granted to all Public Utility Companies, the proprietors of the land herein platted, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

- A-19. The utility operating the sewer lines and sewage disposal plant for said subdivision, or assigns, shall have jurisdiction over the installation of all sewer connections and the same shall be installed to the front property line of each lot by the developer. All materials to be used in continuing sewer lines from front property line to the house shall be of material used in the initial installation. (Specifications - six (6) inch, C-11 vitrified tile using Wedglock seals or better). The said installation shall be left open for inspection by the developer or agent.
A-20. No rain and storm water run off or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Run Off Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Run Off Sewer System.
A-21. Horizons, Inc., its assigns or successors, shall install all water connections to main lines and shall extend the same to curb boxes on either side of the street. All water connections from curb boxes to house shall be of 3/4 inch type "C" Copper, installed by owner, having a 1-inch by 7 1/2 inch galvanized pipe nipple with proper seal pieces for the future installation of a water meter, suitably located and installed. No water will be furnished until such installation.

PART "B" ARCHITECTURAL CONTROL COMMITTEE

MEMBERSHIP: The Architectural Control Committee is composed of two members, the first Committee Members to be: Chris Stauffer and Joseph L. Zehr. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

PROCEEDING: The Committee's approval, or disapproval, as required by these covenants, shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART "C" GENERAL PROVISIONS

TENURE: The restrictions and covenants herein contained shall run with the land and be effective for a period of fifty (50) years, unless, prior to the expiration of fifty (50) years, said restrictions and covenants are altered or amended by the owners of 50% of the lots in said Addition at the time the alteration or amendment of restrictions and covenants are made; provided, however, Horizons, Inc., its successors or assigns shall have the exclusive right of veto of the owners of the date of recording of this plat to amend any of the Covenants or Restrictions except A-3 above. The term "owners" shall be a person, firm or corporation in whose name the fee simple title appears or record in the Office of the Recorder of Allen County, Indiana.

REMEDY: Enforcement shall be by proceedings at law or in equity against any person, or persons, violating or attempting to violate, any covenant, either to restrain violation or to recover damages. ENFORCEMENT: 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.

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- C-4. PRE-IMPROVEMENT: Before any house or building on any lot or tract in this subdivision shall be used and occupied as a dwelling or as otherwise provided by the subdivision restrictions above, the developer or any subsequent owner of said lot or tract shall install all improvements serving said lot or tract as provided in said Plans and specifications for this Addition filed with the Board of Commissioners. This Covenant shall run with the land and be enforceable by the County of Allen, Indiana, or by any aggrieved lot owner in this subdivision.
C-5. DEFINITIONS: For the purpose of this Plat and the Covenants appended thereto the word "lot" may mean either any of said lots as platted or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more lots or parts of one or more lots as platted upon which a residence may be erected in accordance with the restrictions hereinbefore set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no tract of land consisting of part of any one lot or parts of more than one lot shall be considered a "lot" unless said tract of land has a frontage of 75 feet in width at the established building line as shown on this plat.
C-6. Flat or combination of lots may be further subdivided until approval therefor has been obtained from the Allen County Zoning Commission.
C-7. Before any lot or tract may be used or occupied, such user or occupier shall first obtain from the Allen County Zoning Administrator the Improvement Location Permit and Certificate of Occupancy as required by the Allen County Zoning Ordinance.

IN WITNESS WHEREOF, Horizons, Incorporated, an Indiana Corporation, by Chris Stauffer, its President, and Joseph L. Zehr, its Secretary, Owner of the real estate described in said Plat, has hereunto set its hand and seal by its duly authorized officers, this 52nd day of March, 1966.

HORIZONS, INCORPORATED
By: Chris Stauffer, its President
By: Joseph L. Zehr, its Secretary

SEAL OF INDIANA
COUNTY OF ALLEN) SS:
Before me, a Notary Public, in and for said County and State, personally appeared Horizons, Incorporated, an Indiana Corporation, by Chris Stauffer, its President, and Joseph L. Zehr, its Secretary, and acknowledged the voluntary execution of the Plat hereupon for the purpose and use therein set forth in this 52nd day of March, 1966.
By: Elizabeth Zehr, Notary Public

My Commission Expires: January 8, 1968

APPROVALS:

BOARD OF COMMISSIONERS ALLEN COUNTY, INDIANA
BOARD OF PUBLIC WORKS FORT WAYNE, INDIANA
COUNTY PLAN COMMISSIONER ALLEN COUNTY, INDIANA
[Signatures and names of officials]

George F. Gable, Member
MAY 4 1966

The foregoing Plat, Dedication, Protective Restrictions, Covenants, Easements and Approvals prepared by Harry K. Gottschalk, Registered Professional Civil Engineer, and Mickey M. Miller, Attorney at Law.