

## PLAT OF MAPLEWOOD DOWNS SECTION III

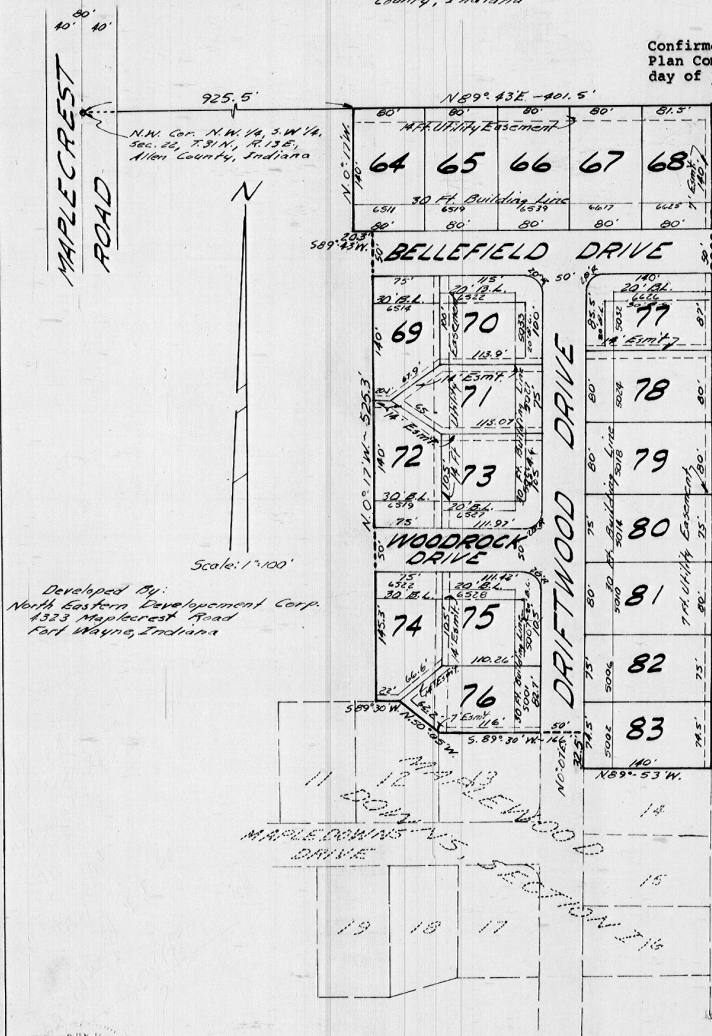
12269

Book 31 Page 12-14

A Subdivision in the N.W. 1/4, S.W. 1/4, Sec. 22, T.31N., R.15E., Allen County, Indiana

Confirmed by the Allen County  
Plan Commission on the 26th  
day of JUNE, 1968.

Zoning Administrator  
Allen County, Indiana



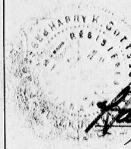
Developed By:  
North Eastern Development Corp.  
1323 Maplecrest Road  
Fort Wayne, Indiana

Allen County Recorder  
1968 JUN 25 PM 4 23

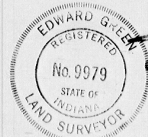
DULY ENTERED FOR TAXATION  
JUN 26 1968

Walter H. Summers  
AUDITOR COUNTY

Instrument B 3129



Certified Correct this  
Plan of Subdivision  
This Day of June 1968  
By Prof. Civil Engr.  
1619 Tennessee Avenue  
Ft. Wayne, Indiana



Certified Correct this  
Plan of Subdivision  
This Day of June 1968  
By Prof. Land Surveyor

Book 91 Page 13  
LEGAL DESCRIPTION OF MAPLEWOOD DOWNS, SECTION III  
A SUBDIVISION IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22,  
TOWNSHIP 31 NORTH, RANGE 13 EAST, ALLEN COUNTY, INDIANA

Part of the Northwest quarter of the Southwest quarter of Section 22, Township 31 North, Range 13 East, Allen County, Indiana, described as follows: Beginning at a point on the North line of the Northwest quarter of the Southwest quarter of Section 22, Township 31 North, Range 13 East, said point being situated 925.3 feet North 89 degrees 43 minutes East of the Northwest corner thereof; thence North 89 degrees 43 minutes East 401.5 feet; thence South 0 degrees 07 minutes West 741.5 feet; thence North 89 degrees 53 minutes West 140.0 feet; thence North 0 degrees 07 minutes East 32.50 feet; thence South 89 degrees 30 minutes West 166.0 feet; thence North 50 degrees 05 minutes West 62.7 feet; thence South 89 degrees 30 minutes West 52.0 feet; thence North 0 degrees 17 minutes West 525.3 feet; thence South 89 degrees 43 minutes West 20.3 feet; thence North 0 degrees 17 minutes West 140.0 feet to the point of beginning; containing 6.31 acres of land, more or less.

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 August 28, 1967, that all the markers shown thereon actually exist and that their location, size, type and material are accurately shown. Said lots are numbered from 64 to 83, both inclusive.

*Harry K. Gottschalk*  
Harry K. Gottschalk  
Reg. Prof. Civil Engineer  
Indiana Reg. No. 1445

CERTIFICATE OF LAND SURVEYOR

I, Edward Green, hereby certify that I am a Land Surveyor, licensed in compliance with the laws of the State of Indiana, and that this Plat correctly represents a survey completed by me August 28, 1967, that all the markers shown thereon actually exist and that their location, size, type and material are accurately shown.

*Edward Green*  
Edward Green  
Reg. Land Surveyor

ONLY ENTERED FOR TAXATION

JAN 20 1968

*William A. Smith*  
William A. Smith  
Auditor

Instrument B 3129

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,  
LIMITATIONS, EASEMENTS AND AFFIRMATIONS APPEARED  
TO AS PART OF THE DEDICATION AND PLAN OF  
MAPLEWOOD DOWNS, SECTION III

A SUBDIVISION IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22,  
TOWNSHIP 31 NORTH, RANGE 13 EAST, ALLEN COUNTY, INDIANA

North Eastern Development Corp., an Indiana Corporation, by Chris Stauffer, its President, and Joseph L. Lehr, its Secretary, hereby declares that it is the Owner of the real estate shown and described in this plat and 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. The subdivision shall be known and designated as Maplewood Downs, Section III, a subdivision in the Northwest quarter of the Southwest quarter of Section 22, Township 31 North, Range 13 East, Allen County, Indiana.

The lots are numbered from 64 to 83, 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 purpose.

1. 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. Each house shall include not less than a two car garage, which shall be built as part of said structure and attached thereto.
2. 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 1250 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one-story.
3. 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. In any event, no building shall be located nearer than a distance of ten per cent (10%) of the lot width to an interior lot line and the combined width of both side yards shall not less than a distance equal to twenty-five per cent (25%) of the lot width. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line.
4. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 5,000 square feet.
5. 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 as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. No fence or wall shall be erected placed or altered on any lot nearer to any street than the minimum building setback line.
6. Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat and over the rear seven feet (7') of each lot, or as shown on the plat for the construction of poles, wires and conduits and the necessary or proper attachments in connection therewith for the transmission of utilities, telephone service, construction and maintenance of drains, sewers, pipe lines, gas, water and heat and for any other public or quasi public utility or function. 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. All of said easements shall be kept free of permanent structures (except those installed by any such municipal, public or quasi public corporation) and removal of any obstructions by any such Utility Company shall in no way obligate the Utility Company to pay damages or to restore any such removed obstruction to its original form. All such obstructions whether temporary or permanent shall be subject to the paramount rights of any such Utility Company to construct, install, repair, maintain or replace its utilities and/or sewer installations.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, ~~mobile home~~, barn or other outbuilding shall be used on any lot at any time as a residence, ~~temporarily~~ or permanently.

(2)

9. 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 builder to advertise the property during the construction and sales period.

10. 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.

11. No animals, livestock or poultry of any kind shall be raised, bred, or kept on 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.

12. 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. No fence, wall, hedge or shrub planting, which obstructs sight-line at elevations between 2 and 6 feet above roadway, 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 25 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 sight-line 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 foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

14. All buildings shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos shingle siding, or siding containing asphalt or tar as one of its principal ingredients 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.

15. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width. Any driveway constructed within the boundary lines of any lot prior to the existence of sidewalks shall be so 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.

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.

17. No individual water supply system, or individual sewage disposal system, shall be installed, maintained or used on any lots in this subdivision.

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 and 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.

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 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 materials used in the initial installation. (Specifications - six (6) inch, 8-13 vitrified tile using Wedglock seals or better.) The said installation shall be left open for inspection by the utility or agent.

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.



Book 31 Page 14

21. North Eastern Development Corp., 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 "K" copper, installed by owner, having a 1-inch by 7-1/2 inch (1" x 7-1/2") galvanized pipe nipple with proper tail pieces for the future installation of a water meter, suitably located and installed. No water will be furnished until such installation.

22. No one-story house shall be built on any lot in said Addition unless 20% or more of the combined square footage of the front exterior walls of such house shall consist of brick, limestone or other natural building stones.

23. The Architectural Control Committee is composed of two members, the first committee members to be Joseph L. Zehr, and Chris Stauffer. A majority of 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.

24. 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 30 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.

25. 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, North Eastern Development Corp., its successors or assigns shall have the exclusive right of two (2) years from the date of recording of this plat to amend any of the covenants and restrictions except 2 above. The term "Owners" shall be a person, firm or corporation in whose name the fee simple title appears of record in the Office of the Recorder of Allen County, Indiana.

26. 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.

27. 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.

28. 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, State of Indiana, or by any aggrieved lot owner in this subdivision.

29. 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 hereinabove 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 70 feet in width at the established building line as shown on this plat.

30. No lot or combination of lots may be further subdivided until approval therefor has been obtained from the Allen County Plan Commission.

31. 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.

32. No owner shall remonstrate against or otherwise in any way object to, or commence or otherwise be a part to, any legal proceedings to prevent any action taken by the Common Council of the City of Fort Wayne, Indiana, to annex or otherwise incorporate within the boundaries of said City all or any portion of said Addition to the said City of Fort Wayne, Indiana pursuant to any existing or future statute or other law of the State of Indiana, or otherwise; PROVIDED, however, that this covenant shall be binding upon the owners of lots in this Subdivision only in the event an owner or owners are furnished water or water service by the City of Fort Wayne.

IN WITNESS WHEREOF, North Eastern Development Corp., 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 28th day of August, 1967.

NORTH EASTERN DEVELOPMENT CORP.

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

STATE OF INDIANA }  
COUNTY OF ALLEN } SS:

Before me, a Notary Public, in and for said County and State, personally appeared North Eastern Development Corp., an Indiana Corporation, by Chris Stauffer, its President, and Joseph L. Zehr, its Secretary, and acknowledged the voluntary execution of the plat herewith for the purpose and uses therein set forth this 28th day of August, 1967.

Arlene K. Duncan  
Arlene K. Duncan Notary Public

My Commission Expires:  
May 25, 1970

This Instrument Prepared by: George E. Fruechtenicht, Member of Allen County Indiana Bar Association

(4)

(5)

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Arlene K. Duncan  
Arlene K. Duncan Notary Public

My Commission Expires:  
May 25, 1970

This Instrument Prepared by: George E. Fruechtenicht, Member of Allen County Indiana Bar Association

APPROVALS:

BOARD OF COMMISSIONERS  
ALLEN COUNTY, INDIANA

George E. Fruechtenicht  
George E. Fruechtenicht, Sec.  
Allen County, Ind. 1968  
Charles H. Heston  
Charles H. Heston, Sec.

BOARD OF PUBLIC WORKS  
ALLEN COUNTY, INDIANA

Frank J. Buehler  
Frank J. Buehler, Chairman  
Robert W. Johnson  
Robert W. Johnson, Member  
George F. Gable  
George F. Gable, Member  
JUN 25 1968

COUNTY PLAN COMMISSION  
ALLEN COUNTY, INDIANA

William A. Heston  
William A. Heston, Sec.  
Charles H. Heston  
Charles H. Heston, Sec.  
Robert A. Heston  
Robert A. Heston, Sec.  
William L. Sweet  
William L. Sweet  
Allen County Surveyor

(6)

(5)