

Rec'd

We, John Dehner, Incorporated, a corporation existing under the laws of the State of Indiana, by John Dehner, its President, and Gerald J. Maloney and V. Mae Maloney, husband and wife, hereby declare that we are the owners of and do hereby cause to be platted into lots and streets, the real estate described as follows:

A part of Lot No. 3 and No. 4 of Archangio Godfrey's Subdivision of Richardsville Reserve, situated on the west side of the St. Marys River, in Township 30 North, Range 12 East, according to the plat recorded in Book Record 52, Page 54 in the Recorder's Office of Allen County, Indiana, and described in particular as follows, to wit: Commencing at the intersection of the southeasterly line of Lot No. 4 with the existing centerline of the public highway known as the Winchester Road, which point is marked by a steel bar; thence north 79 degrees 31 minutes west along the centerline of said highway, a distance of 1268.1 feet, to the P. C. of a curve to the left, having a radius of 214.46 feet and tangents measuring 100 feet in length; thence along the arc of said curve, a distance of 199.01 feet to the E. T. of said curve; thence north 53 degrees 31 minutes west, along the centerline of said highway, a distance of 425.5 feet, to its intersection with the southeasterly line of said Lot No. 3, which point is marked by a steel bar; thence south 32 degrees 2 minutes west, along the southeasterly line of said Lot No. 3, a distance of 421.07 feet, to a point marked by an iron pipe; thence in a southeasterly direction along a line running parallel with the existing centerline of said Winchester Road and 600.0 feet distant therefrom, a distance of 1902.71 feet, to a point on the southeasterly line of said Lot No. 4 of Archangio Godfrey's Subdivision of Richardsville Reserve, which No. 4, a distance of 654.95 feet to the point of commencing, in accordance with the plan and plat hereon shown, and designate that it shall hereafterwards be known as "BROADVIEW TERRACE ADDITION, SECTION 'A' TO THE CITY OF FORT WAYNE, INDIANA". The lots are numbered from 1 to 53 both inclusive and the dimensions of all lots and streets are shown in feet and decimal parts of a foot on the plat. The rear 14 feet of all lots and the south 24 feet of Lot No. 53 are subject to an easement for the construction and maintenance of sewers and public utility lines. No building, including glazed porches, but excluding terraces, shall be constructed on any lot nearer the lot line than is indicated by the building lines shown on this plat. No building shall be located nearer than 5 feet to any side lot line.

The Owners hereby further determine, create, and establish restrictions, limitations, and protective covenants, which shall be binding on all owners and their assigns of lots in this subdivision, as follows, to wit:

1. All lots shall be known as residential lots. No structure shall be erected or placed on any lot other than one detached single family dwelling, not to exceed two stories in height, and a garage to be used in connection with said residence.
2. No noxious or offensive trade or commercial activity may be conducted on any lot.
3. No trailer, basement, tent, shack, 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.
4. No residence shall be constructed or permitted on any lot, the main ground floor foundation area, exclusive of one story open porches and garages, is less than 720 square feet in case of a one story structure, nor less than 600 square feet in case of a one and one half or two story structure.
5. Until such time as a public sewage system is available, each dwelling erected in this subdivision shall have an inside toilet, septic tank, and a private sewage disposal system, installed and maintained in strict compliance with the requirements of the Indiana State Board of Health. Whenever a public sewer is made available and the appropriate official agency deems a connection feasible, each lot owner shall be required to furnish, install and connect their sewer lines into such public sewer lines, with the expense involved to be the obligation of the lot owner.
6. Until such time as a public water supply and public sanitary sewage system are available, the dwellings in this subdivision shall have private water supplies and private sewage disposal systems, the location and the construction of both of which shall comply with the rules and regulations of the Allen County Health Officer or his deputy, and the Health Officer shall be notified in order that he may be able to make an inspection of the installation before the sewage disposal facilities are covered.
7. The water for household use shall be supplied from drilled or driven wells having a depth of not less than 50 feet, and shall be located on the lot a safe distance from all possible sources of pollution.
8. Each lot shall be used for residential purposes only and shall not be subdivided except in connection with two or more other lots for the purpose of increasing the area of a residential building site and no person shall conduct any trade, or engage in any business or profession in any structure located on any lot in this subdivision.
9. No fences shall be erected on any lot in this subdivision nearer to the front property line thereof than the building line as set forth on the plat of said addition, but this restriction shall not prevent the planting of shrubbery and the growing of plants for ornamental and decorative purposes.
10. No billboards or other advertising signs or devices shall be erected on any lot in this addition, but this restriction shall not prevent professional men from placing their name plates upon their houses or prevent the placing of one "For Sale" sign on any lot by a Realtor with the permission given by the owner of the said lot.
11. No livestock shall be kept upon any lot in the said addition except domestic pets.
12. These restrictions and limitations shall run with the land, and shall be binding on all parties and remain in full force and effect for a period of 25 years from the date of this document, after which time they may be modified, altered, changed or abolished, in whole or in part, by a majority of the owners of lots in the said addition, the owner of each lot being entitled to one vote for each lot owned by him or her.
13. A majority of the owners of lots in this addition, the owner of each lot being considered as having one vote, may at any time organize an association and impose upon the owner of each lot an annual maintenance fee, not to exceed five dollars (\$5.00), which shall be used by the association for the purpose of taking care of park spaces, cleaning streets, and any other purposes as the association may desire, provided such use is made for the explicit benefit of the said addition. When said association has been organized and the maintenance fee imposed, it shall constitute a deed of gift, in favor of the said association, and the maintenance fee shall be paid by the owner of each lot, in full, prior to the expiration of the term of the said association. No such association shall be deemed organized until its Articles have been duly recorded in the Recorder's Office of Allen County, Indiana.
14. If the owners of any lots in this addition, parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in this addition, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants, and either to prevent him or them from doing so, or to receive damages or other dues for such violations. Invalidation of any one of the covenants by judgment of any Court, shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 22nd day of May, 1952

John Dehner, Incorporated

By John Dehner President  
John Dehner

STATE OF INDIANA  
COUNTY OF ALLEN : SS

Before me, a Notary Public in and for said County and State, appeared in person on this 22nd day of May, 1952, the aforesaid Owners, John Dehner, Incorporated, by its President John Dehner, Gerald J. Maloney and his wife V. Mae Maloney, who declare that they are the owners of the land included in the plat of their voluntary execution of this document.

My commission expires April 9, 1954  
J. C. Kohn, Notary Public

Approved by the City Plan Commission of Fort Wayne, Indiana, this 22nd day of JUNE, 1952

By Richard J. Swanson Pres.

Charles L. Wick

Chairman R. McMillan

Approved by the Board of Public Works of the City of Fort Wayne, Indiana, this 26th day of JUNE, 1952

By Bernard J. Swanson Pres.

Robert G. Beane

Orin M. Darling

Attested Frank K. Ross Secretary

Frank K. Ross

Duly Entered for Taxation  
DEC 17 1952  
Auditor Allen County, Ind.

Frank K. Ross

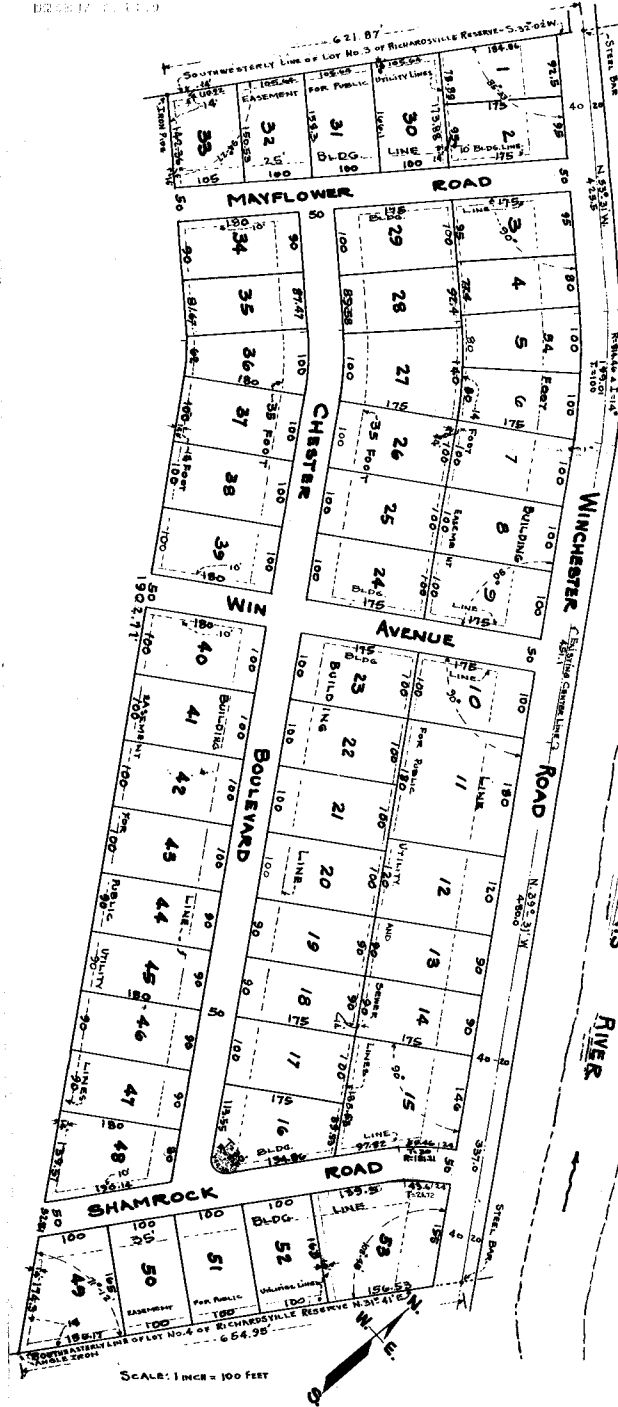


CERTIFICATE OF SURVEY

We hereby certify that we have made a survey of the real estate included in the plat of BROADVIEW TERRACE ADDITION, SECTION "A" and prepared this plat which shows the true form and dimensions of all the lots and streets, showing the dimensions in feet and decimal parts of a foot. We further certify that we have stated the lots as shown hereon. All of which we certify to be correct.

W. A. DARLING and ASSOCIATES  
CONSULTING & STRUCTURAL ENGINEERS  
FORT WAYNE, INDIANA

By William A. Darling Registered Professional Engineer.  
William A. Darling



BROADVIEW TERRACE ADDITION - SECTION "A"  
TO THE CITY OF FORT WAYNE, INDIANA.

FOR CERTIFICATE OF APPROVAL, SEE MISC RECORD 187 P 467 # 17086



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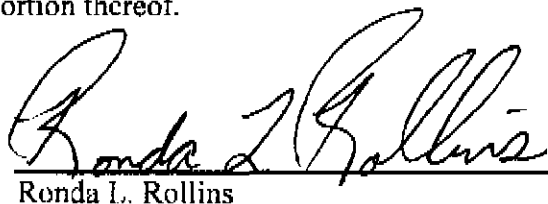
ALLEN COUNTY RECORDER

**PROTECTIVE RESTRICTION, COVENANT AND LIMITATION**

Ronda L. Rollins the fee simple owner of the following described real estate in Allen County, Indiana, to wit: See Attached Legal as evidenced by warranty deed dated November 12, 2008 and recorded on 11-19, 2008 as Document Number 2008054464 in the Office of the Recorder of Allen County, Indiana impresses the following protective restriction, covenant and limitation upon the within described real estate which shall run with the land for the term of the date of recording of this document, but for which there shall be no right of reversion or forfeiture of title resulting from any violation hereof, is as follows:

For the entire term of the promissory note attached hereto see Exhibit "A", owner shall retain as his/her principal place of residence, the property at 5544 Winchester Road, Fort Wayne, IN for which this promissory note was obtained. This Promissory Note shall become due and payable in full if owner fails to reside at the property at 5544 Winchester Road, Fort Wayne, IN and retain said property as his/her principal place of residence or sells or transfers or refinances such property reference herein.

Owner shall maintain homeowners insurance which carries a mortgage clause with loss payable to Office of Housing and Neighborhood Services to be held continuously through period of the existence of said indebtedness or any portion thereof.

  
Ronda L. Rollins

By: \_\_\_\_\_

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF ALLEN       )

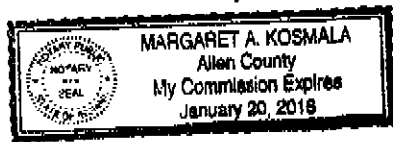
Subscribed and sworn to before me, a Notary Public in and for said County and State, personally appeared Ronda L. Rollins, this 12 day of November, 2008.

My Commission Expires: 1-20-16  \_\_\_\_\_, Notary Public  
I reside in Allen County

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

This instrument prepared by Paul A. Keaton, Associate City Attorney, City of Fort Wayne, One Main Street, Suite 910, Fort Wayne, Indiana 46802.

RETURN TO: ~~HANDS BOX~~



184MC

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***(Attached to and becoming a part of document)***

Land situated in the County of Allen, State of Indiana, is described as follows:

Lot Numbered Two (2) in Broadview Terrace Addition, Section "A", to the City of Fort Wayne, as recorded in Plat Record 19, page 156, in the Office of the Recorder of Allen County, Indiana.

File Number: 376267

Exhibit A

PROMISSORY NOTE

Account Number: 200831

The undersigned promises to pay to the order of Housing and Neighborhood Services, the sum of Five Thousand Dollars (\$5,000.00), together with simple interest on the principal amount outstanding at the rate of zero percent (0%).

Payment of this Note shall be made as follows: (Mark the appropriate provision(s)):

NA On demand.

NA On or before \_\_\_\_\_, at which time all principal and interest shall be paid in full.

Deferred portion:

\_\_\_\_\_ (dollar amt.) of this loan repayment will be deferred until sale, transfer, or refinancing of said property. The remaining un-deferred portion of this note shall be repaid as follows:

NA In term monthly installments of \$pymt each, beginning first due, and continuing on the same day of each month until maturity, at which time a final payment of \$pymt shall be due, which shall pay this Note in full, if all monthly payments have been timely made. This Note has been amortized over a period of four year(s).

XX Upon sale, transfer, or refinancing of said property.

NA Insert any other payment provisions here:

If any payment pursuant to this Note is not paid when due, the entire unpaid principal and interest shall, at the option of the holder of this Note ("Holder"), become immediately due and payable. Forbearance on the part of the Holder in accelerating or pursuing collection of this Note shall not operate as a waiver of the right to do so at any future date. Upon default, the Holder shall be entitled to recover all costs of collection, including, but not limited to, reasonable attorney fees. This Note is payable without relief from valuation or appraisal laws. This Note may be prepaid in full or in part, without penalty. Payments shall be applied first to costs of collection, then to interest, then to principal.

Presentment, notice of dishonor and protest are waived by all makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, successors, assigns and legal representatives. This Note shall be governed by Indiana Law. Time shall be of the essence. If this Note is inconsistent with any security agreement or Deferred Mortgage, the provisions of this Note shall control.

(Mark the appropriate provision(s)):

XX The following recapture provision will be used in the event this property is sold, transferred, or refinanced prior to the expiration of the period of affordability:

1. 100% of the DPA will be deferred and payable at time of sale, transfer of title, conveyance to an heir who earns over 80% AMI and/or refinancing.
2. No interest will be charged and homeowner will not make monthly payments.
3. The homeowner may sell the property to any willing buyer.

NA This Note is unsecured.

XX To secure the payment of this Note, the undersigned has granted a Protective Restriction, Covenant And Limitation to Holder on real estate described in Protective Restriction, Covenant And Limitations dated \_\_\_\_\_, 2008

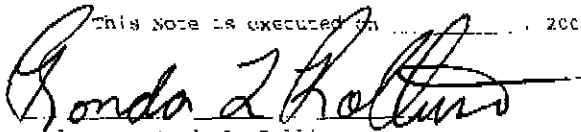
Additional Provisions:

Default Provision: The affordability restriction may terminate upon occurrence of foreclosure or transfer of title in lieu of foreclosure or assignment of an FHA-insured mortgage to HUD. Recipients may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure to preserve affordability. The affordability restriction shall be revived according to the original terms if, during the original affordability period, the owner of record before the termination event, obtains an ownership interest in the housing. This means if the Recipient obtains ownership in the property due to foreclosure or transfer in lieu of foreclosure or assignment of an FHA-insured mortgage to HUD, the affordability period is revived according to the original time frame established in the HOME regulations.

Subordination Clause: The City of Fort Wayne will not subordinate its mortgage to any future mortgage unless the purpose of the loan secured by such future mortgage is a rate reduction applicable on to the First Mortgage. Any Borrower seeking to withdraw equity from the Property as a result of any refinancing will be required to immediately repay the City of Fort Wayne HOME Program upon such refinancing.

Exhibit A

Payment of this Note shall be made to the Holder at Housing and Neighborhood Services, City-County Building, One Main Street, Fort Wayne, IN 46802, or at such other address as the Holder may designate to the undersigned in writing.

This Note is executed on \_\_\_\_\_, 2008, at Fort Wayne, Indiana  
  
Applicant: Ronda L. Rollins

\_\_\_\_\_  
Applicant:

\_\_\_\_\_  
Witness:

LC.LGL  
Rev 11/06

This instrument prepared by Paul A. Keaton, Associate City Attorney, City of Fort Wayne,  
One Main Street, Suite 910, Fort Wayne, Indiana 46802.

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1977 APR 12 AM 10:15

ALLEN COUNTY RECORDER

*James E. Shihart*

RESTRICTIONS, LIMITATIONS, AND  
PROTECTIVE COVENANTS FOR BROADVIEW  
TERRACE ADDITION, SECTIONS A & B

The undersigned, being more than a majority of the legal owners of lots in both Sections A and B of Broadview Terrace Addition, pursuant to the provisions of paragraph ten (10) of the original restrictions, limitations, and protective covenants for said sections, do hereby create and establish the following restrictions, limitations, and protective covenants, which shall be binding upon all owners, their successors and assigns, of each lot in both of said sections, said restrictions, limitations and protective covenants to take effect upon the termination date of the original restrictions, limitations, and protective covenants for each section.

1. All lots shall be known as residential lots. No structure shall be erected or placed on any lot other than one detached single family dwelling, not to exceed two stories in height, and a garage to be used in connection with said residence.

2. No noxious or offensive trade or commercial activity may be conducted on any lot.

3. No trailer, basement, tent, shack, 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.

4. No residence shall be constructed or permitted on any lot with a living area of less than 1200 square feet.

5. Until such time as a public sewage system is available, each dwelling erected in this subdivision shall have an inside toilet, septic tank, and a private sewage disposal system, installed and maintained in strict compliance with the requirements of the Indiana State Board of Health. Whenever a public sewer is made available and the appropriate official agency deems a connection feasible, each lot owner shall be required to furnish, install and connect their sewer lines into such public sewer lines, with the expense involved to be the obligation of the lot owner.

*Barrett Boy*

11.50  
02

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Until such time as a public water supply and public sanitary sewage system are available, the dwellings in this subdivision shall have private water supplies and private sewage disposal systems, the location and the construction of both of which shall comply with the rules and regulations of the Allen County Health Officer or his deputy and the Health Office shall be notified in order that he may be able to make an inspection of the installation before the sewage disposal facilities are covered.

The water for household use shall be supplied from drilled or driven wells having a depth of not less than 50 feet, and shall be located on the lot a safe distance from all possible sources of pollution.

6. Each lot shall be used for residential purposes only and shall not be subdivided except in connection with two or more other lots for the purpose of increasing the area of a residential building site and no person shall conduct any trade, or engage in any business or profession in any structure located on any lot in this subdivision.

7. No fences shall be erected on any lot in this subdivision nearer to the front property line thereof than the building line as set forth on the plat of said addition, but this restriction shall not prevent the planting of shrubbery and the growing of hedges for ornamental and decorative purposes.

8. No bill boards or other advertising signs or devices shall be erected on any lot in this addition, but this restriction shall not prevent professional men from placing their name plates upon their houses or prevent the placing of one "For Sale" sign on any lot by a Realtor with the permission given by the owner of the said lot.

9. No livestock shall be kept upon any lot in the said addition except domestic pets.

10. These restrictions and limitations shall run with the land, and shall be binding on all parties and remain in full force and effect for a period of 25 years from their effective date, after which time they may again be modified, altered, changed or abolished,

in whole or in part, by a majority of the then owners of lots in the said addition, the owner of each lot being entitled to one vote for each lot owned by him or her.

11. A majority of the owners of lots in this addition, the owner of each lot being considered as having one vote, may at any time organize an association and impose upon the owner of each lot an annual maintenance fee, not to exceed twenty dollars (\$20.00), which shall be used by the association for the purpose of taking care of park spaces, cleaning streets, and any other purposes as the association may desire, provided such use is made for the explicit benefit of said addition. When said association has been organized and the maintenance fee imposed, it shall constitute a lien on each lot, inferior only to taxes, assessments and bona fide mortgages thereon. No such association shall be deemed organized until its Articles have been duly recorded in the Recorder's Office of Allen County, Indiana.

12. If the owners of any lots in this addition, parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in this addition, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants, and either to prevent him or them from doing so, or to receive damages or other dues for such violations. Invalidation of any one of the covenants by judgment or any court, shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 23rd day of April, 1976.

Margery K. Hughes Lot # 60

Wendell B. Hughes

Jack B. Buckley Lot # 59

Rhyllis A. Buckley

Ronny C. Cyle Lot # 37



Donald P. Coyle

Theresa A. Schultz Lot # 28

Dorothy L. Schultz

Clara C. Blotkamp Lot # 43

Ed R. Blotkamp

Donna M. Laurie Lot # 14

Leo L. Kinast L. - 8

Theresa L. Kinast Lot # 8

James M. Kinast (14)

Clyde L. Mitchell Lot # 5 & 6

Margaret Mitchell

Vern D. Clark Lot # ~~45~~ 46

Patricia L. Clark

W. Schuen Lot # 58

Mary Ellen Schuen

Robert G. McMillen Lot # 63

Mary K. McMillen

Richard K. Miller Lot # 22

Maile G. Miller

~~get~~ Elizabeth C. Werschel Lot # 15  
~~James M. Werschel~~

Clarence David McKay Lot # 24  
Juliana M. McKay

Leonard Atkins Lot # 27

Lynn Lewis Atkins  
Carolee Hansen Lot # 62

~~Frank A. Atkins~~

Virginia K. McDaniel Lot # 32  
N/A

Arland J. Stanley Lot # 31  
P. Owen L. Stanley

Marine M. Slater Lot # 40

~~Learna E. Slater~~

~~Geo. Jura~~ Lot # 23  
Helen E. Jura

Cynthia A. Laffan Lot # 42

~~Sam J. Laffan~~

Keith E. Ford Lot # 29

Jan M. Ford

✓ Ruth Morris Lot # 61

~~Myron Morris~~

Delores Brackner Lot # 33

get Kenneth Brackner

(won't) Lot # 26

won't

won't

Janet Jeanin Lot # 25

Cal. Jeanin

Danda J. Schmidt Lot # 36

N/A

Harriet H. Huerter Lot # 3

Harriet P. Huerter

Thomas J. Rind Lot # 4

Marla J. Reid

Ed Christie Lot # 7

~~Benny Detmer~~ 9

~~Helen M. Christie~~ Lot # 9

N/A → 9

Robert Hackbush Lot # ~~182~~ 182

Kaye Hackbush

Miles E. Wetter Lot # 30

Annabelle Petter

Suzette Middleton Lot # 34

Donald C. Arnett Sr.

Mary L. Arnett Lot # 35

Marion E. Clark Lot # 38

Frank J. Belack

Gene Steiner Lot # 39

X N/A

Jane M. Ryan Lot # 41

Sharon K. Ryan

Mary Lou Zwick Lot # 44

Ed Nowak

Janet L. Harris Lot # 45

Tom Harris

Thomas A. Shimmer Lot # 48

Dianne L. Sherringer 47

P. L. Hartzog Lot # (47)

Virginia D. Hartzog

Ladene Hunt Lot # 49  
N/A

Lans Parker Lot # 50  
Robert D. Parker

Evelyn Shock Lot # 51  
N/A

Frank Miller Lot # 52 & 53  
Mary A. Miller

2-X Charles P. Bock Lot # 10  
Malone Bock

C. W. Hankin Lot # 11

John H. Hancin  
Wayne Clement Lot # 12

Charles Clement

Russ B. Kerns Lot # 13  
N/A

John C. Shiner Lot # 14  
Rhea M. Shiner

Jack R. Ruhl Lot # 17  
Lois M. Pinkerton

C. P. Boling

Lot # 18

Genie H. Boling

Ernest A. Hancock

Lot # 19

Gillian Hancock

Verdell B. Gold

Lot # 20

~~M. A.~~

Jack W. Buckel

Lot # 21

Ernest M. Buckel

Marion A. Ripert

Lot # 57

Edward B. Ripert

John D. Cook

Lot # 56

Richard F. Cook

Robert J. Kramer

Lot # 55

Dore L. Kramer

Donald Weber

Lot # 54

Phyllis J. Weber

Mary E. Hill

Lot # 66

Robert M. Hill

Robert C. Burkhardt

Lot # 65

Jo Ann O. Burkhardt



Bette Perry Lot # 64  
X N/A

\_\_\_\_ Lot # \_\_\_\_\_

\_\_\_\_ Lot # \_\_\_\_\_

\_\_\_\_ Lot # \_\_\_\_\_

STATE OF INDIANA )  
COUNTY OF ALLEN ) SS:

Before me, a Notary Public, in and for said County and State, appeared in person on this 23 day of APRIL, 1976, the above signed owners who declare that they are the owners of the lots as shown next to their signatures included in the plat of Broadview Terrace Addition - Sections "A" and "B" to the City of Fort Wayne, Indiana, at which time they signed and acknowledged their voluntary execution of this document.

Frederick R. Hunter  
Notary Public Frederick R. Hunter

My Commission Expires:  
12-7-77

This instrument prepared by Wayne L. Witmer, Attorney at Law.