

02-130470  
CENTURION LAND TITLE INC.

2013047053  
RECORDED: 08/13/2013 11:30:19 AM  
JOHN MCGAULEY  
ALLEN COUNTY RECORDER  
FORT WAYNE, IN

PROTECTIVE RESTRICTIONS, COVENANTS, AND LIMITATIONS

Mistyna A. Reiter, over the age of eighteen (18) years (individually, "Owner"), the fee simple owner of and title holder of record of the following described improved real estate in Allen County, Indiana (the "Real Estate"), to wit:

Legal: Lot Number 70 in Glenwood Park Extended, Section 1, an addition to the City of Fort Wayne, Indiana, according to the recorded plat thereof, recorded in Plat Record 27, Pages 45-47 in the Office of the Recorder of Allen County, Indiana PIN #: 02-08-33-103-005.000-072

Commonly known as 5012 Desoto Drive, Fort Wayne, Indiana

in consideration of the receipt of a loan (the "Loan") from the City of Fort Wayne Office of Housing and Neighborhood Services ("O.H.N.S.") as evidenced by a certain Promissory Note from Owner to O.H.N.S. of even date herewith (the "Note") and pursuant to a certain 2013 Down Payment Assistance Program Written Agreement of even date herewith (the "DPA Agreement") impress the following protective restrictions, covenants and limitations upon the Real Estate which shall run with the land, but for which there shall be no right of reversion or forfeiture of title resulting from any violation thereof:

During the period commencing as of the date hereof and ending exactly five (5) years thereafter (the "Period of Affordability") (i) Owner shall continuously own, occupy and reside in the Property as Owner's principal residence; (ii) Owner shall remain title holder of record to the Property; (iii) Owner shall not sell, contract to sell, convey, assign, lease, or otherwise transfer any legal or equitable interest in the Property; (iv) Owner shall not refinance the Property without O.H.N.S.'s prior written consent; and (v) Owner shall maintain adequate homeowner's insurance on the Property (collectively, the "Period of Affordability Conditions"). In accordance with the terms and conditions of the Note, the Loan shall become due and payable if Owner fails to comply in all respects with each of the foregoing Period of Affordability Conditions.

Owner shall obtain and continuously maintain homeowners insurance on the Real Estate during the Period of Affordability. Such insurance shall contain an endorsement naming OHNS as an additional insured thereon and a thirty (30) day written notice to OHNS prior to termination or cancellation of such insurance for any reason, during the Period of Affordability, which shall expire exactly five (5) years after the date hereof.

SIGNATURE PAGE FOLLOWS

AUDITOR'S OFFICE  
Duly entered for taxation. Subject  
to final acceptance for transfer.

Aug 13 2013

TERA K. KLUTZ  
AUDITOR OF ALLEN COUNTY

DATED: August 8, 2013

Mistyna A. Reiter  
Mistyna A. Reiter

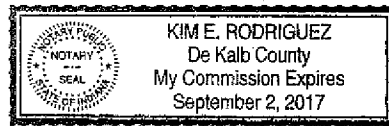
8/8/13  
August 8, 2013

STATE OF INDIANA            )  
  ) SS  
COUNTY OF ALLEN         )

On this 8th day of August, 2013, before me, the undersigned Notary Public, personally appeared Mistyna A. Reiter, individually and over the age of eighteen (18) acknowledged the execution of the foregoing Real Estate Mortgage as his/her free and voluntary act and deed.

By Kim E. Rodriguez           Residing at DeKalb County

Kim E. Rodriguez



Notary Public in and for the State of Indiana           My commission expires September 2, 2017

This instrument prepared by Thomas B. Trent, Attorney No. 23173-02.

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.   Kim E. Rodriguez

MAIL TO: OHNS Box  
200 E Barry St #320  
Ft Wayne IN 46802

#207021734  
 Recorded  
 04/18/2007 10:55:18  
 RECORDER  
 JOHN D. MCGAULEY  
 ALLEN COUNTY, IN  
 Receipt No. 11406  
 DCFD 3.00  
 IDSF 2.00  
 MISL 22.00  
 MISL 1.00  
 MISL 1.00  
 Total 29.00

**AMENDMENT TO THE PROTECTIVE RESTRICTIONS,  
 COVENANTS, AND LIMITATIONS FOR  
 GLENWOOD PARK EXTENDED, SECTION I.**

*Book 27A Pages 45, 46, 47*

The undersigned, being a majority of the owners of the lots in Glenwood Park Extended, Section I, and being desirous of amending and altering certain of the protective restrictions, covenants, and limitations contained in the Plat of Glenwood Park Extended, Section I, and pursuant to the terms of Paragraph 12 thereof, do hereby make and effect the following amendment of Paragraph 15 thereof, which is amended to read, as follows:

"A majority of the lot owners in said Addition, the owner of each lot being considered as having one vote, may at any time organize an Association and impose on the owner or owners of each lot annual dues and special assessments which shall be in such amounts as shall, from time to time hereafter, be determined and established by the Board of Directors of the Association (which presently is known as "New Glenwood Civic Association, Inc."), subject to the approval of the budget of the Association, as provided in the By-Laws. The annual dues and any special assessments shall be used by the Association for the purpose of taking care of park space, cleaning streets, and other purposes as the Association may desire, provided said use is for the benefit of said Addition. Such annual dues and any special assessments shall be, and constitute a lien on, each lot, inferior only to taxes, assessments, and bona fide mortgages thereon. Such Association shall be deemed organized when its Articles of Incorporation have been recorded in the Recorder's Office of Allen County, Indiana."

AUDITOR'S OFFICE  
 Duly entered for taxation. Subject  
 to final acceptance for transfer.

APR 18 2007

*Elizabeth A. Glasser*  
 AUDITOR OF ALLEN COUNTY

*New Glenwood Assn.  
 PO Box 15772  
 46885*

*257-110*

(section 1) amendment to restrictions New Glenwood

In Witness Whereof, the undersigned have set their hands this \_\_\_\_ day of  
2007.

Edwin F Boknecht Jr  
Edwin F Boknecht Jr

Owners, Lot 50 Section 1 \_\_\_\_\_

Dorothy Boknecht  
DOROTHY BOKNECHT

Owners, Lot 50 Section 1 \_\_\_\_\_

Margery Gligor  
MARGERIE GLIGOR

Owners, Lot 41 Section 1 \_\_\_\_\_

Donald W Mohrman  
DONALD W MOHRMAN

Owners, Lot 43 Section 1 \_\_\_\_\_

Norma J Mohrman  
NORMA J MOHRMAN

Owners, Lot 43 Section 1 \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Owners, Lot \_\_\_\_\_ Section 1 \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Owners, Lot \_\_\_\_\_ Section 1 \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Owners, Lot \_\_\_\_\_ Section 1 \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Owners, Lot \_\_\_\_\_ Section 1 \_\_\_\_\_



(section 1)

In Witness Whereof, the undersigned have set their hands this 30<sup>th</sup> day of December 2006.

Robert Trammel  
ROBERT TRAMMEL  
Cheryl D. Trammel  
Cheryl D. Trammel

>Owners, Lot 70 Section 1 5012 DESOTO DR.

Maë Ruth Mitchell  
MAE RUTH MITCHELL

SOLE OWNER  
>Owners, Lot 54 Section 1 3009 ROCKWOOD

Beatrice Fabron  
Beatrice Fabron

SOLE OWNER  
>Owners, Lot 63 Section 1 4811 DESOTO

Ronald Fuller  
RONALD FULLER

SOLE OWNER  
>Owners, Lot 7 Section 1 2919 UHRICK

Larry Kline  
LARRY KLINE  
Linda F. Kline  
LINDA KLINE

>Owners, Lot 77 Section 1 2918 UHRICK

Kathryn C Eckland  
Kathryn C Eckland

>Owners, Lot 8 Section 1 2913 UHRICK

Dean Eckland  
Dean Eckland  
Amber Buchs  
AMBER BUCHS

(SOLE OWNER)  
>Owners, Lot 17 Section 1 2906 ROCKWOOD

Kim Lawrence  
Kim Lawrence

>Owners, Lot 15 Section 1 4934 GARDWAY

Edmund A. Kooks  
Edmund A. Kooks

>Owners, Lot 32 Section 1 3207 WATKINS DR  
(SOLE OWNER)

Cynthia L. Hull  
CYNTHIA L. HULL

>Owners, Lot 27 Section 1 5122 VANCE

Scott P. Hull  
Scott P. Hull

Sherry E. Smith  
(SHERRY) SMITH  
SHERILAND

>Owners, Lot 60 Section 1 4913 DESOTO

>Owners, Lot \_\_\_\_\_ Section 1 \_\_\_\_\_

(section 1) amendment to restrictions New Glenwood

In Witness Whereof, the undersigned have set their hands this 26<sup>th</sup> day of March 2007.

Thomas W. Cartwright THOMAS W. CARTWRIGHT  
Owners, Lot 56 Section 1

Linda L. Cartwright LINDA L. CARTWRIGHT

Russell Richardson RUSSELL RICHARDSON  
Owners, Lot 55 Section 1  
(SOLE OWNER)

Lori Kring LORI KRING  
Owners, Lot 35 Section 1

Gary Johnson GARY JOHNSON

Herbert A. Gillen HERBERT A. GILLEN  
Owners, Lot 39 Section 1

Sharon Gillen SHARON GILLEN

Benny L. Gibson BENNY L. GIBSON  
Owners, Lot 11 Section 1

Joyce Gibson JOYCE GIBSON

Andrew K. Anderson ANDREW K. ANDERSON  
Owners, Lot 60 Section 1  
(SOLE OWNER)

Terry J. Taylor TERRY J. TAYLOR  
Owners, Lot 45 Section 1

Miribel Taylor MIRIBEL TAYLOR

Carrie Reilly CARRIE REILLY  
Owners, Lot 42 Section 1

Matt Reilly Matt Reilly

Dani Wilkins DANI WILKINS  
Owners, Lot 73 Section 1

Beth E. Wilkins BETH E. WILKINS

\_\_\_\_\_  
Owners, Lot \_\_\_\_\_ Section 1

(section 1)

In Witness Whereof, the undersigned have set their hands this 30<sup>th</sup> day of December 2006.

Kris Kerley  
KRIS KERLEY

Owners, Lot 012 Section 1  
4910 GALWAY DR

Becky Kerley  
BECKY KERLEY

Char Tobey  
CHAR TOBEY

Owners, Lot 054 Section 1  
5107 VANCE AV

Michael R. Tobey  
MICHAEL R. TOBEY

Gary D. Rowe  
GARY D. ROWE

Owners, Lot 071 Section 1  
2923 ROCKWOOD DR.

Julia K. Rowe  
JULIA K. ROWE

Scott A. Dirig  
SCOTT A. DIRIG

Owners, Lot 52 Section 1  
3033 ROCKWOOD DR.

Iris A. Dirig  
IRIS A. DIRIG

Ann M. Moll  
ANN M. MOLL

Owners, Lot 57 Section 1  
5005 DESOTO DR.

Roger V. Moll  
ROGER V. MOLL

Patricia B. Demond  
PATRICIA B. DEMOND

Owners, Lot 38 Section 1  
5011 VANCE AV

Sarah Stephenson  
SARAH STEPHENSON

Owners, Lot 6 Section 1  
4828 DESOTO DR

Joshua D. Stephenson  
JOSHUA D. STEPHENSON

Vernon V. Ratcliff  
VERNON V. RATCLIFF

Owners, Lot 66 Section 1  
(SOLE OWNER) 4910 DESOTO DR.

Barbara J. Hofer  
BARBARA J. HOFER

Owners, Lot 61 Section 1  
(SOLE OWNER) 4903 DESOTO DR

Shirley Williams Gilman  
SHIRLEY WILLIAMS GILMAN

(SOLE OWNER)  
Owners, Lot 4 Section 1  
4808 DESOTO DR

Kerry E. Smotherman  
KERRY E. SMOTHERMAN

Owners, Lot 65 Section 1  
300 CREED RD.

Edmer J. Amstutz Jr  
EDMER J. AMSTUTZ JR

Owners, Lot 68 Section 1  
4926 DESOTO DR.

Kathleen K. Amstutz  
KATHLEEN K. AMSTUTZ

Kathleen K. Amstutz  
KATHLEEN K. AMSTUTZ



(section 1) amendment to restrictions New Glenwood

In Witness Whereof, the undersigned have set their hands this 25<sup>th</sup> day of

March 2007.

~~Marie Holdeman~~  
Marie Holdeman Owners, Lot 25 Section 1

~~Alva Holdeman~~  
Alva Holdeman Owners, Lot 25 Section 1  
P.O.A.

~~Theresa Siffernick~~  
Theresa Siffernick Owners, Lot 21 Section 1

~~Shawn Sollenberger~~  
Shawn B Sollenberger Owners, Lot 20 Section 1  
Shawn Sollenberger

~~Renee K. Springer~~  
Renee K. Springer Owners, Lot 18 Section 1  
Randall C. Springer  
Randall C. Springer

~~Keith C Mann~~  
Keith C Mann Owners, Lot 16 Section 1  
Monica M Mann  
Monica M Mann

~~Donna Stucker~~  
Donna Stucker Owners, Lot 24 Section 1  
Donna Stucker

~~Gregory Matthews~~  
Gregory Matthews Owners, Lot 36 Section 1

Owners, Lot Section 1

STATE OF INDIANA )

SS:

COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said County and State, this 25<sup>th</sup> day of March, 2007, personally appeared:

Margie and Alva Holderman, husband and wife (Margie Holderman power of attorney for Alva Holderman)

Theresa and Thadd Seffernick, husband and wife

Carrie and Shawn B. Sollenberg, husband and wife

Renee K. and Randall C. Springer, husband and wife

Monica M. and Keith C. Mann, husband and wife

Donna and Scott Stucker, husband and wife

Gregory Matthews

Each being over the age of eighteen (18) years and acknowledged the execution of the foregoing instrument. Witness my hand and notarial seal



Commission Expires: 4-17-2014  
A Resident of Allen County, Indiana

*Peggietta H. Gorman*  
Peggietta H. Gorman, Notary Public

This instrument was prepared by Philip H. Larmore, Attorney at Law,  
202 W. Berry Street, Suite 330, Fort Wayne IN 46802-2242 Attorney No. 8692-02

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.

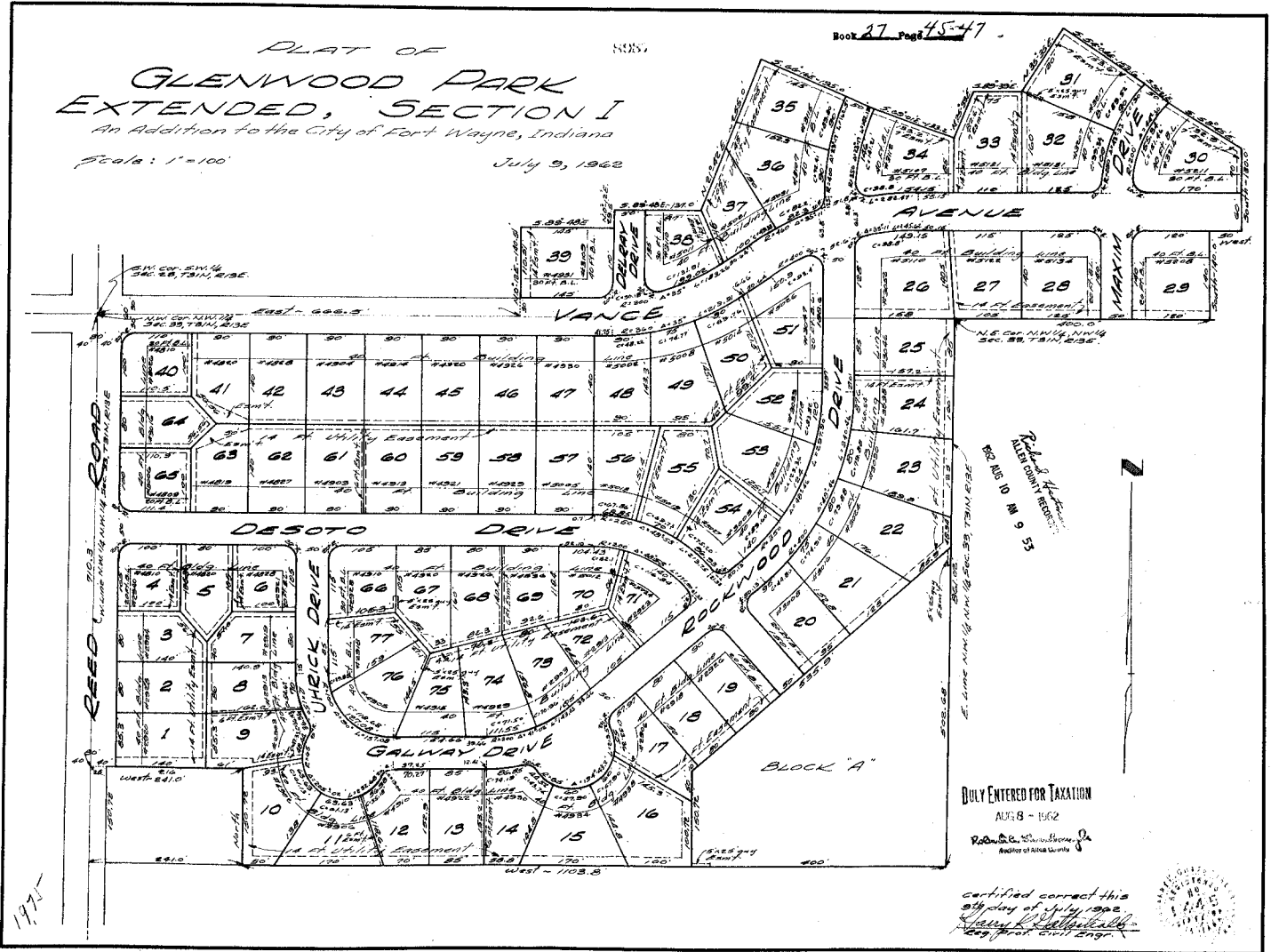
*Lynda L. Place*  
(name printed, stamped or signed w/print)

PLAT OF  
GLENWOOD PARK  
EXTENDED, SECTION I  
An Addition to the City of Fort Wayne, Indiana

Scale: 1"=100'

July 9, 1962

Book 27 Page 45-47



27-10-10-9-55  
PLAT OF GLENWOOD PARK EXTENDED  
SEC. 28, T41N, R35E

Duly Entered for Taxation  
AUG 8 - 1962  
Robert C. [Signature]  
Recorder of Deeds  
County of Allen, Indiana

certified correct this  
9th day of July, 1962  
[Signature]  
Recorder of Deeds



1972

**LEGAL DESCRIPTION OF GLENWOOD PARK EXTENDED, SECTION I  
AN ADDITION TO THE CITY OF FORT WAYNE, INDIANA**

**DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND  
APPROVALS APPENDED TO AS A PART OF THE DEDICATION AND PLAT OF  
GLENWOOD PARK EXTENDED, SECTION I, AN ADDITION TO THE CITY OF FORT WAYNE, INDIANA**

Part of the Southwest quarter of Section 28, Township 31 North, Range 13 East and part of the Northwest quarter of Section 33, Township 31 North, Range 13 East in Allen County, Indiana, described as follows, to wit: Beginning at the Southwest corner of the Southwest quarter of Section 28, Township 31 North, Range 13 East, said corner being the intersection of the centerline of the Reed Road and Vance Avenue; thence East along the South line of the aforementioned Southwest quarter of Section 28, Township 31 North, Range 13 East 666.5 feet; thence North 0 degrees 12 minutes East 140.51 feet; thence South 89 degrees 18 minutes East 145.0 feet; thence North 0 degrees 12 minutes East 29.5 feet; thence South 89 degrees 18 minutes East 137.0 feet; thence North 21 degrees 42 minutes East 255.0 feet; thence South 66 degrees 16 minutes East 195.0 feet; thence South 69 degrees 01 minutes East 133.2 feet; thence North 25 degrees 33 minutes East 82.6 feet; thence South 89 degrees 39 minutes East 75.0 feet; thence North 35 degrees 35 minutes East 120.0 feet; thence South 54 degrees 04 minutes East 253.6 feet; thence South 50 degrees 21 minutes East 50.0 feet; thence South 58 degrees 45 minutes East 132.9 feet; thence South 130.0 feet; thence West 50.0 feet; thence South 110.0 feet to a point on the aforementioned South line of the Southwest quarter of Section 28, Township 31 North, Range 13 East; thence West along said line 400.0 feet to the Northwest corner of the Northwest quarter of the Northwest quarter of Section 33, Township 31 North, Range 13 East; thence South along the East line of the said Northwest quarter of the Northwest quarter of Section 33, Township 31 North, Range 13 East 361.02 feet; thence West parallel to the North line of the aforementioned Northwest quarter of the Northwest quarter of Section 33, Township 31 North, Range 13 East 1103.8 feet; thence North 150.72 feet; thence West 241.0 feet to a point on the West line of the aforementioned Northwest quarter of the Northwest quarter of Section 33, Township 31 North, Range 13 East; thence North along said line 710.3 feet to the point of beginning, containing 33.9 acres of land, more or less, and subject to grants of right of way over and across the West 10.0 feet thereof for the Reed Road.

**DULY ENTERED FOR TAXATION**  
MAY 9 - 1962

**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 July 9, 1962; that all the markers shown thereon actually exist and that their location, size, type and material are accurately shown. Said lots are numbered from 1 to 77 both inclusive, and Block "A".

*Harry K. Gottschalk*  
Harry K. Gottschalk  
Res., Professional Civil Engineer

-1-

LINCOLN NATIONAL BANK AND TRUST COMPANY OF FORT WAYNE, as Trustees, by Richard W. Ooshorn, as its Vice President and Trust Officer, and Ralph E. Kenner, as its Cashier, 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. This subdivision shall be known and designated as GLENWOOD PARK EXTENDED, SECTION I, an Addition to the City of Fort Wayne, Indiana.

The lots are numbered from 1 to 77, both inclusive, and Block "A" 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.

All lots in said Addition shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations and charges 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 the 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 inure to the benefit of and be enforceable by the owner, or owners, of any land or lots included in said Addition, their respective legal representatives, heirs, successors, grantees and assigns. The owner, or owners, present or future, of any land or lot included in said Addition shall be entitled to injunctive relief against any violation, or attempted violation, of the provisions hereof, and also 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. **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 family dwelling and a private garage for not more than two cars; provided, however, that the limitations and restrictions contained in this paragraph or any other paragraph herein shall not be applicable to Block "A" in so far as the special zoning classification heretofore adopted as to said Block "A".
2. **DWELLING SIZE:** No residence shall be erected upon any lot in this Addition as hereinafter defined having a ground floor square foot area of less than One thousand Three Hundred (1300) square feet of living area, in the case of a one-story structure, or less than Six Hundred Seventy Two (672) square feet of living area in the case of a two-story structure, or less than Nine Hundred Sixty (960) square feet of living area in a split level structure.
3. **EASEMENTS:** Easements for the installation and maintenance of public utilities and sewer and drainage facilities in, over, on and under lands and lots in said Addition are reserved as shown on the Plat. Removal of any obstruction by a Utility Company shall in no way obligate the Utility Company in damages.
4. **BUILDING LOCATION:** Any building or other improvements located on any lot in this Addition shall be located in conformance with the zoning ordinance of the City of Fort Wayne, Indiana, as said ordinance now exists or may hereinafter be amended from time to time as applicable to the zoning classification of this Addition.
5. The word "LOT" as used in these protective restrictions, covenants, limitations and easements for GLENWOOD PARK EXTENDED, SECTION I, an Addition to the City of Fort Wayne, Indiana, or as hereinafter used, may mean either any of the said lots as platted, upon which a residence or structure may be erected, in accordance with the restrictions hereinafter or hereinbefore set forth in said plat, or such further restrictions as may be set forth in the individual deeds from said owner, or its successors or assigns, provided that every building lot in this Addition shall measure not less than 75 feet in width at the building line, and shall occupy not less than 10,000 square feet.
6. **LOT AREA:** The dimensions of all lots are shown in feet and decimals of a foot on the Plat.

-2-

7. **NUISANCES:** 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. No person shall engage or conduct any trade, business or profession in any structure located on any lot in this Addition.
8. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, stack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.
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 rent or sale, or signs used by a builder to advertise the property during the construction and sale thereof.
10. **ANIMALS:** 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.
11. **WASTE:** 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 materials shall be kept in a clean and sanitary condition.
12. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years, from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
13. **OBSTRUCTIONS:** No fence, wall, tree, hedge or shrub plantings, which obstructs sight line at elevations in excess of three feet above the 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 lines 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. Also, no fences shall be constructed upon any lot in this Addition nearer to the front property line thereof, than the building lines as set forth on the Plat of this Addition, but this restriction shall not prevent the planting of shrubbery and the growing of hedges for ornamental and decorative purposes, insofar as same is not inconsistent with the preceding sentence of this article.
14. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant, either to restrain violation or to recover damages, but in no event shall there be a right of reversion.
15. A majority of the lot owners in said Addition, the owner of each lot being considered as having one vote, may at any time organize an Association and impose 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 space, cleaning streets and other purposes as the Association may desire, provided said use is for the benefit of said Addition. When said Association has been organized and the maintenance fee imposed, it shall be and 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.
16. All plans and grades shall be approved in writing by the Frank H. Fisher Development Corp., its successors in interest or its nominee.

-3-

47

- 17. 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.
- 18. **INVALIDATION:** Invalidation of any one of these protective covenants and restrictions by judgment or court order shall in no wise affect any of the other protective restrictions herein, which shall remain in full force and effect.
- 19. Any user or occupier of land in this Addition shall first obtain from the Building Commissioner of the City of Fort Wayne an Improvement Location Permit as required by Chapter 36 of the Municipal Code of the City of Fort Wayne, Indiana. The issuance of such Improvement Location Permit shall be a condition precedent to the use and occupation of any lot or tract within this subdivision. This provision shall be construed to be a protective covenant running with the land and enforceable by the City of Fort Wayne or by any aggrieved lot owner in this subdivision.
- 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.

IN WITNESS WHEREOF, Lincoln National Bank and Trust Company of Fort Wayne, as Trustee, by Richard W. Goshorn, as its Vice President and Trust Officer, and Ralph E. Kenner, as its Cashier, Owner of the real estate described in said Plat, has hereunto set its hand and seal by its duly authorized Officers, this 9th day of July, 1962.



LINCOLN NATIONAL BANK AND TRUST COMPANY  
OF FORT WAYNE, AS TRUSTEE

BY: Richard W. Goshorn  
Richard W. Goshorn, as its Vice Pres.  
and Trust Officer

STATE OF INDIANA ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned Notary Public, in and for said County and State, this 9th day of July, 1962, appeared Lincoln National Bank and Trust Company of Fort Wayne, as Trustee, by Richard W. Goshorn, as its Vice President and Trust Officer, and Ralph E. Kenner, as its Cashier, personally known to me to be the Vice President and Trust Officer and Cashier of the Lincoln National Bank and Trust Company of Fort Wayne, and acknowledged the execution of the foregoing to be the official act of the Lincoln National Bank and Trust Company of Fort Wayne, as Trustee, and their voluntary act and deed for the uses and purposes therein mentioned.

My Commission Expires: February 26, 1964



BY: Marie A. Salisbury  
Marie A. Salisbury, Notary Public

APPROVALS:

APPROVED: CITY PLAN COMMISSION  
Fort Wayne, Indiana

James F. Dumas  
James F. Dumas, President  
Dale F. Deehrman  
Dale F. Deehrman, Vice President  
Mary Ann Reynolds  
Mary Ann Reynolds, Secretary

APPROVED: BOARD OF PUBLIC WORKS  
Fort Wayne, Indiana

Paul F. Roemke  
Paul F. Roemke, Chairman  
Berkeley Ward  
Berkeley Ward, Member

APPROVED: BOARD OF COMMISSIONERS  
Allen County, Indiana

John R. Hartman  
John R. Hartman, President  
Glenn H. Lake  
Glenn H. Lake, Vice President  
Harry Amstutz  
Harry Amstutz, Secretary

\*\*\*\*\*

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