

WATERSWOLDE 12081
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Amended Restrictions and Limitations

The undersigned hereby declare that they are the owners of all of the lots and land included within WATERSWOLDE, Section "A", being a subdivision of the East Half of the Northeast Quarter of Section 11, Township 31 North, Range 12 East, Allen County, Indiana, all as shown of record in Plat Record Book 19, pages 47-48 in the Office of the Recorder of Allen County, Indiana; that as such owners they hereby rescind and revoke the restrictions and limitations heretofore affecting said WATERSWOLDE, Section "A", and do hereby expressly substitute in lieu of said restrictions and limitations as heretofore set of record in Plat Record Book 19, pages 47-48 in the Office of the Recorder of Allen County, Indiana, the following:

WATERSWOLDE
Section "A"

Amended Restrictions and Limitations

All lots in the aforesaid addition shall be subject to the restrictions and limitations hereinafter enumerated and all of said restrictions and limitations shall be considered a part of every conveyance of a lot in said addition without being written therein. Said limitations and restrictions shall be covenants running with the land for the benefit of each and all the owners of the lots in said addition, all or any of whom shall be entitled to injunctive relief against any violation or attempted violation of said limitations and restrictions and also to damage for injuries in an action at law resulting from any violation thereof, it being the intention to confine enforcement of the limitations and restrictions hereby imposed by proceedings in equity and by actions at law and there shall be no right of reversion or forfeiture of title resulting from the violation of said limitations and restrictions, or any of them.

The limitations and restrictions imposed upon the lots in said addition are as follows:

- (1) No lot shall be used for other than residential dwelling purposes, nor may any trade, business or profession be conducted within any building on such lot.
- (2) No lot shall be subdivided to form units of less area, nor shall more than one building for the dwelling purposes be erected upon a lot. No such building may exceed two stories in height, and shall be limited to single family use.
- (3) No building for the principal use as a dwelling and appurtenances, exclusive of open porches or verandas, may be erected nearer the street front line of a lot than is indicated by the building line shown on the face of the plat. A side-line clearance of not less than 20 feet shall be maintained between the lot line and the principal building structure. Detached garage or garden structures situated within the rear quarter of an inside lot may be erected with such side-line clearance of not less than five feet. No building shall be erected within the public easements indicated in the plat.

- (4) No lot shall be used at any time for a temporary residence nor shall any temporary residential structure or abode of any kind be permitted at any time upon any lot. This restriction is intended to prevent living in a trailer, garage and every other kind of vehicle structure or building except a permanent dwelling. No building for any use may be moved into and upon any lot. No building for the principal use as a dwelling or for appurtenant use, may be allowed to remain unfinished as to its exterior facades, for more than one year following the inception of construction.
- (5) No building for the principal use as a dwelling costing less than \$16,000.00 shall be erected within any lot in this plat, nor shall the ground floor area of such building be less than 1300 square feet in the case of a one-story plan, nor less than 960 square feet in the case of a two-story plan, or, one- and one-half story plan; such floor areas to be construed as exclusive of porches or garage if attached.
- (6) No building shall be erected, placed or altered on any building lot until the external design and location thereof have been approved by the present owners or by a neighborhood committee constituted as hereinafter provided, nor shall any building for the principal use as a dwelling be occupied until the exterior finish of the building is completed in accordance with the plans and specifications which the owner and builder thereof shall submit to the present owners of the real estate in said plat of WATERSWOLDE, Section "A", or a neighborhood committee as hereinafter constituted and provided for.
- (7) Until such time as a public water supply and public sanitary sewerage system are available, the dwelling in this Addition shall have private water supply and a private sewage disposal system. In order to insure that no sanitary sewage is deposited or allowed to drain into the storm water system and in order to further insure that no storm water or rain run-off or surface water caused by precipitation shall at any time be discharged or permitted to flow into the sanitary sewerage system on any lot, the owner or builder of any structure on any lot in said Addition shall notify the present owners or a neighborhood committee, as hereinafter provided for and constituted, prior to the completion of the rough plumbing in said house or said dwelling so that proper inspection may be made to insure that such or either of the above situations do not develop, giving reasonable opportunity for such inspection before connection of any down spouts or sanitary sewage tile or pipes. The location and the construction of the private water supply and sanitary and rain and storm water run-off system shall further comply with the rules and regulations of the Allen County Health Office, and the County Sanitary Officer shall be notified not less than five days in advance of the installation of said facilities so that an inspection may be made before said sewage disposal facilities are covered and said water supply system is connected.
- (8) No fences shall be constructed on any lot in said Addition 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.

- (9) No billboards or other advertising signs or devices shall be erected on any lot in said Addition, but this restriction shall not prevent professional men from placing their name plates upon their house or prevent the placing of one "For Sale" sign on any lot by a realtor with the permission of the owner of said lot.
- (10) No livestock shall be kept upon any lot in said Addition except domestic pets.
- (11) All lots in said Addition shall be subject to the easements indicated upon the foregoing plat for any or all of the following purposes:

For the erection, construction and maintenance of poles, wires or conduits, and the necessary or proper attachments in connection therewith, for the transmission of electricity or for telephone or other purposes; also for the construction and maintenance of surface and storm water drains, public sewers, pipe lines for supplying gas, water and heat; and for any other public or quasi-public utility or function maintained, furnished or performed by or in any method beneath the surface of the earth. Any municipal public or quasi-public corporation engaged in supplying one or more of the above utilities shall have the right to enter upon the strip of land subject to said easements for any purpose for which said easements or right-of-way are reserved.

- (12) The undersigned owners and the platters, GARNET WATERS OSER and WALTER R. OSER, her husband, hereby declare that it is their purpose to organize an association and to incorporate the same under the laws of the State of Indiana for a not-for-profit corporation, said organization to consist of the lot owners in not only Section "A" of WATERSWOLDE, but whatever other Section or Sections of WATERSWOLDE which may hereafter be platted, to the end that the owners of the lots in the combined plats of Section "A", WATERSWOLDE, and whatever other section or Sections as may be platted, shall have one association, to function in behalf of all of the owners of lots in said Section "A" and whatever other Section or Sections as may be platted. To the end of accomplishing such association, whenever the owners of three-fourths of the lots in said Section "A", the owner of each lot being considered as having one vote, determine to organize an association, they may do so, and such association shall be incorporated under the laws of the State of Indiana providing for not-for-profit corporations, and the purposes for which said corporation are formed shall embody a specific provision providing that other owners of other lots in another Section or Sections of WATERSWOLDE as may be platted from time to time may become members of said not-for-profit corporation. Said not-for-profit corporation acting as and for an association of the owners of lots as aforesaid may impose upon the owner of each lot an annual maintenance fee in an amount to be by said corporation determined, and funds so collected shall be used by said corporation for the purpose of maintaining and supervising the uses of the park areas as in the plat of Section "A" and any other plat or plats of WATERSWOLDE shown as park areas and indicated as "Waterswolde Park" and "The John Waters Park". Said maintenance fee may be further used for the care, maintenance and cleaning of streets, removing of snow, cutting of weeds on sold or vacant lots, repairing of public drains and for such other purposes as said corporation may desire, provided that such use is for the general benefit of said Section "A" or any other Sections of said WATERSWOLDE as and when platted.

When said association has been organized and incorporated as aforesaid, said maintenance fee imposed 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 to be organized until its articles of incorporation as a not-for-profit corporation are duly recorded and filed as required by the laws of the State of Indiana.

- (13) Excepting only those trees which must be removed for the imminent construction of a dwelling house and its appurtenant structures or for the installation of public utilities within the easements as set forth in the recorded plat or in the recitals therein, no tree or trees may at any time be removed by an owner either from a lot or from a public street, easement or park areas without the consent in writing of the undersigned platters, GARNET WATERS OSER and WALTER R. OSER, her husband, or a special tree committee of three members to be appointed by the duly elected president of Waterswolde Association, Incorporated, or any other not-for-profit corporation that may be formed as hereinabove mentioned.
- (14) The undersigned owners, GARNET WATERS OSER and WALTER R. OSER, her husband, hereby declare their intention to dedicate for park and playground purposes for the use and benefit only of the residents of WATERSWOLDE, Section "A" and the other Sections of said WATERSWOLDE as may be platted from time to time and to do so as soon as said not-for-profit corporation is formed and enters into a covenant to fully maintain said park areas and pay all taxes, charges, assessments and expenses incident to the use thereof. Park areas are partially indicated on the plat of Section "A" as The John Waters Park and to be platted additional area to said The John Waters Park and Waterswolde Park. Although platted, the right, title and interest in and to said The John Waters Park and Waterswolde Park shall be retained in said owners, GARNET WATERS OSER and WALTER R. OSER, until said association hereinabove mentioned shall have been organized as a not-for-profit corporation as hereinabove provided and until said corporation by its official act has specifically accepted said park areas for the purposes stated herein above and subject to the conditions herein provided and to be provided in the plat and restrictions and limitations applying to WATERSWOLDE, Section "B" and other Sections of Waterswolde.
- (15) When or at any time after fifty per cent (50%) of the lots in said WATERSWOLDE, Section "A" have been sold, the owners may form a neighborhood committee consisting of three (3) members, and when and after said not-for-profit corporation hereinabove provided for shall have been formed and as provided, they shall appoint said neighborhood committee of three (3) members, which committee shall be elected by the owners of the majority of the lots, subject to the covenants herein set forth. Said committee shall assume the authority for the approval or disapproval of the design and location of buildings as hereinabove provided under paragraph (6) and for the purpose of approval or disapproval of the exterior finish of buildings as hereinabove provided in paragraph (6), and for the appointment of the special tree committee as hereinabove provided under paragraph (13) and for such other function or functions as may be entrusted to it. It is hereby expressly provided that if such committee fails to approve or disapprove the design and location within thirty (30) days after the plans hereinabove required to be submitted to it, or if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required. Likewise, the same provisions shall apply to the approval of the exterior finish of the building in refusal of occupancy

by an owner or tenant until such exterior finish is completed. A separate committee may also be formed to supervise the provisions of paragraph (7) herein pertaining to sewage disposal and placement of water supply.

- (16) These restrictions and limitations shall run with the land and shall be binding on all parties and all persons claiming under them for a period of five (5) years from date these covenants are recorded, after which time said covenants shall be automatically extended for periods of five (5) years each except as hereinafter provided.

(b) Any and all of these restrictions and limitations may be changed or abolished entirely at any time by agreement of sixty per cent (60%) of the then owners of lots, said owners being allowed one (1) vote for each lot as platted which they may then own, evidenced by an instrument in writing signed by said owners or their duly authorized agents and duly recorded in the Office of the Recorder of Allen County, Indiana.

- (17) Invalidity of any one of these restrictions and limitations by judgment or court order shall in no wise affect any of the other restrictions or limitations herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, we the undersigned owners have hereunto placed our hands and seals opposite the description of the real estate owned by us.


LOT NO.

1	<i>Symon J. Brown, & Estelene L. Brown</i>	Husband and Wife
2	<i>Earl R. & Edna M. Johnson</i>	" " "
3	<i>Frank C. Johnson & George C. Johnson</i>	" " "
4	<i>Walter H. Brown & Garnes Waters Brown</i>	" " "
5	<i>George H. Brown & Reba J. Brown</i>	" " "
6	<i>Edith A. Brown & Harry H. Brown</i>	" " "
7	<i>Walter H. Brown & Garnes Waters Brown</i>	Her Husband
8	<i>Walter H. Brown & Garnes Waters Brown</i>	" "
9	<i>Robert J. Brown & Margaret J. Brown</i>	Husband and wife
10	<i>Clarence L. Brown & Estelene L. Brown</i>	" " "
11	<i>William E. Brown & Betty Lewis</i>	Husband and wife
12	<i>Melvin M. Brown & James C. McDevitt</i>	" " "
13	<i>Alfred Brown & Florence Brown</i>	" " "

STATE OF INDIANA)
(SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared the within-named;
GARNET WATERS OSER and WALTER R. OSER, her husband; LYMAN J. SAXER and BERTALINE A. SAXER, husband and wife; EARL D. WOOD and MARJORIE J. WOOD, husband and wife; KENNETH C. JOHNSON and GEORGIE C. JOHNSON, husband and wife; GEORGE H. LAWS and REBA I. LAWS, husband and wife; ADRIEL W. HAUKE and DOLLY D. HAUKE, husband and wife; ROBERT J. MAYER and IMOGENE J. MAYER, husband and wife, CLARENCE L. GEIGER and ETTA J. EVERLY, each unmarried and over the age of 21 years; WILLIAM E. LEWIS and BETTY LEWIS, husband and wife; MELVIN McDEVITT and IRENE C. McDEVITT, husband and wife; and A. H. BORKENSTEIN and FLORENCE BORKENSTEIN, husband and wife, this 18th day of December, 1953,

and acknowledged the foregoing Amended Restrictions and Limitations to WATERSWOLDE, Section "A", as their voluntary acts and deeds.


John H. Logan

(John H. Logan) Notary Public

My commission expires

February 6, 1956

BOARD OF EXAMINERS
OF ALLEN COUNTY, IND.
PER *Samuel Cook*
R.E. Renshaw