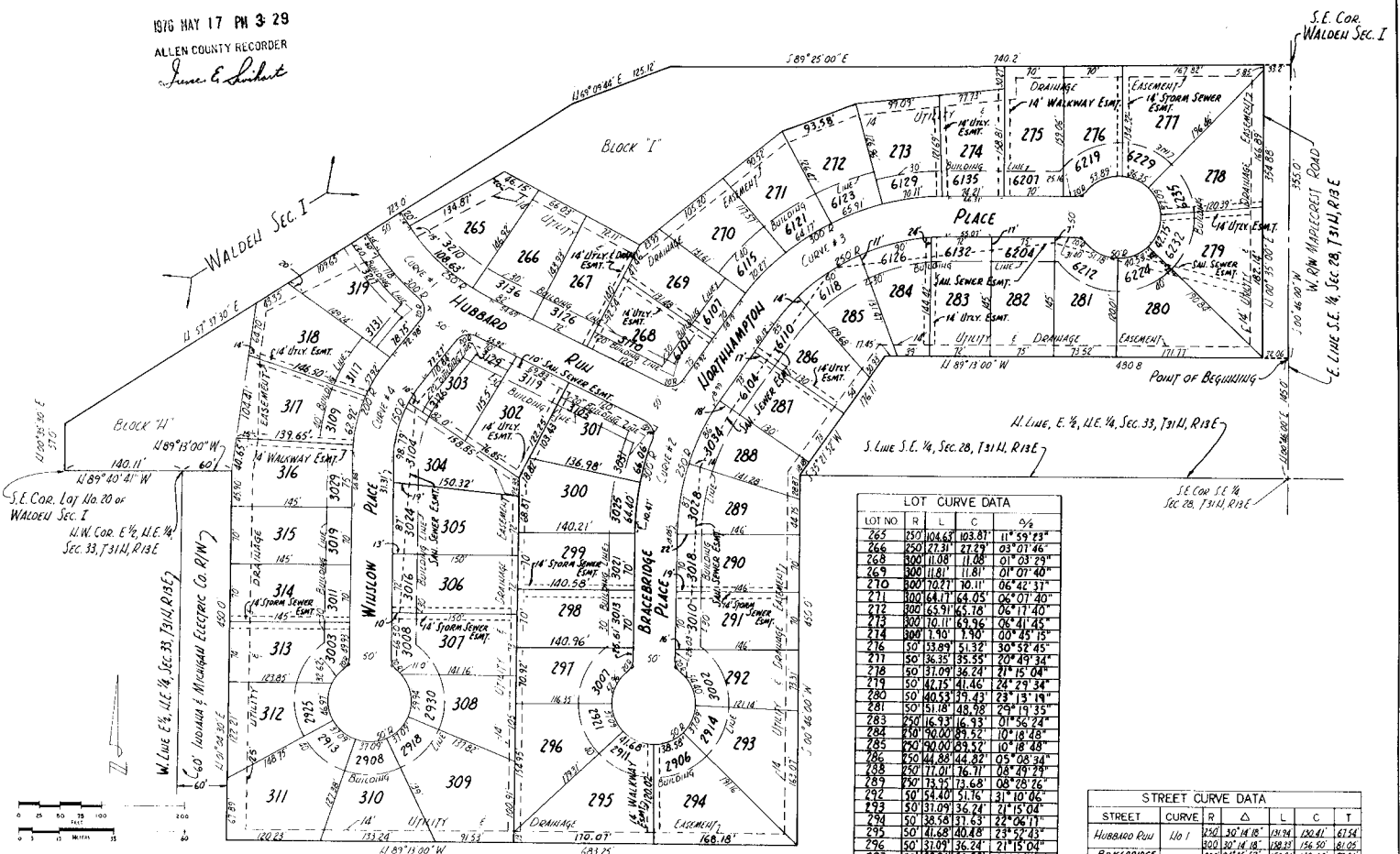


1976 MAY 17 PM 3:29
ALLEN COUNTY RECORDER
James E. Schubert



NOTE:
CORNERS ESTABLISHED WITH 1/2
IRON PINS DESIGNATED THUS:

WALDEN SECTION V

A SUBDIVISION IN S.E. 1/4 OF SEC. 28, T31N, R13E &
THE N.E. 1/4 OF SEC. 33, T31N, R13E
ALLEN COUNTY, INDIANA

DEVELOPED BY:
NORTH EASTERN ENTERPRISES INC.
6200 E. STATE BLVD.
FT. WAYNE, INDIANA

TURNBELL -
GREEN AND
ASSOCIATES, INC. ENGINEERS AND SURVEYORS

CONFIRMED BY THE ZONING
ADMINISTRATOR OF ALLEN COUNTY
ON THIS 19 DAY OF MAY 1976

David L. Adams
JUL 13 1976

THE UNDERSIGNED SURVEYOR HAS DETERMINED THAT THE
TRACT OF LAND HEREIN SUBDIVIDED INTO LOTS 265 THRU
319 OF WALDEN SECTION V LIES OUTSIDE THE FLOOD PLAIN
OF THE REGULATORY FLOOD AS DEFINED IN THE ZONING
ORDINANCE OF ALLEN COUNTY, INDIANA AS AMENDED
JUNE 27, 1974.

LOT CURVE DATA				
LOT NO	R	L	C	%
265	257.104	63.1	103.81	11° 59' 23"
266	250.273	27.29	03.01	46°
267	800.11.08	11.88	01.03	29°
268	800.11.01	11.81	01.07	40°
270	800.170.21	10.11	06.42	31°
271	800.164.11	64.05	06.07	40°
272	800.65.91	65.78	06.17	40°
273	800.10.11	63.96	06.41	45°
274	800.1.40	1.90	00.45	15°
276	50.15.09	51.39	30.52	45°
277	50.36.35	35.59	20.49	34°
278	50.31.09	36.24	21.15	04°
279	50.47.15	41.46	24.29	34°
280	50.40.53	39.43	23.13	19°
281	50.51.08	48.98	25.13	35°
282	50.16.53	16.53	01.52	24°
284	50.30.00	30.52	10.16	48°
285	50.30.00	30.52	10.16	48°
286	50.44.88	44.82	05.08	34°
288	250.71.01	76.71	08.49	29°
289	250.15.15	15.68	08.28	76°
292	50.54.40	54.16	31.10	06°
293	50.31.09	36.24	21.15	04°
294	50.38.58	37.63	22.06	11°
295	50.41.68	40.88	23.52	43°
296	50.31.09	36.24	21.15	04°
297	50.37.36	36.52	30.20	42°
300	800.33.03	33.86	05.09	01°
301	800.64.06	64.93	04.18	32°
303	50.14.08	14.08	01.20	40°
303 W	50.33.51	33.50	06.24	41°
304	50.61.48	66.91	12.53	16°
307	50.11.00	10.91	06.17	59°
308	50.29.34	29.42	34.20	42°
309	50.31.09	36.24	21.15	04°
310	50.31.09	36.24	21.15	04°
311	50.31.09	36.24	21.15	04°
312	50.46.97	45.71	26.54	51°
313	50.32.67	32.04	18.41	14°
316	100.8.12	8.12	01.09	42°
317	800.62.80	62.67	09.08	42°
318	800.51.71	51.72	08.19	42°
319 E	800.51.71	51.71	00.49	36°
319 W	800.194.00	93.62	08.28	32°

STREET CURVE DATA						
STREET	CURVE	R	Δ	L	C	T
Hubbard Pl	W1	250	20° 14' 18"	14.74	120.41	61.54
		200	20° 14' 18"	138.13	156.50	81.05
Bankbridge Pl	W2	250	34° 35' 52"	130.76	149.68	71.86
		800	34° 35' 52"	811.0	178.41	19.43
Northampton Pl	W3	250	55° 29' 08"	811.0	132.49	19.30
		150	55° 29' 08"	290.07	228.99	157.57
Willow Pl	W4	150	38° 35' 50"	101.05	99.15	52.52
		200	38° 35' 50"	134.12	132.20	70.03

DULY ENTERED FOR TAXATION
MAY 17 1976

James E. Schubert
AUDITOR OF ALLEN COUNTY

Instrument 2538

Keith E. Smith
REGISTERED LAND SURVEYOR

March 17, 1976



76- 10877

Book 38 Page 44

LEGAL DESCRIPTION FOR WALDEN, SECTION V
A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 28
AND THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 31 NORTH,
RANGE 13 EAST, ALLEN COUNTY, INDIANA

A part of the Southeast quarter of Section 28 and the Northeast quarter of Section 33 both in Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows: Commencing at the Southeast corner of the Southeast quarter of Section 28, Township 31 North, Range 13 East; thence North 00 degrees 46 minutes 00 seconds East along the East line of the Southeast quarter of said Section 28 a distance of 145.00 feet to the point of beginning; thence North 89 degrees 13 minutes 00 seconds West along a line parallel with the South line of the Southeast quarter of said Section 28 (said line being the North line of the Northeast quarter of Section 33, Township 31 North, Range 13 East) a distance of 480.80 feet; thence South 35 degrees 21 minutes 52 seconds West a distance of 176.11 feet to a point on the South line of the Southeast quarter of Section 28; thence South 00 degrees 46 minutes 00 seconds West a distance of 450.00 feet; thence North 89 degrees 13 minutes 00 seconds West a distance of 683.25 feet to a point on the East line of an Indiana and Michigan Electric Company power transmission line right-of-way, said right-of-way line being parallel with and 60 feet East of the West line of the East half of the Northeast quarter of Section 33, Township 31 North, Range 13 East; thence North 01 degrees 04 minutes 30 seconds East along said East right-of-way line a distance of 450.00 feet to a point on the North line of the East half of the Northeast quarter of Section 33 aforementioned; thence North 89 degrees 13 minutes 00 seconds West along said North line a distance of 60.0 feet to the Northwest corner of the East half of the Northeast quarter of Section 33; thence North 89 degrees 40 minutes 41 seconds West a distance of 140.11 feet to the Southeast corner of Lot #20 in Walden, Section I; an addition in the Southeast quarter of Section 28; thence Northerly and Easterly along the Southerly boundary of Walden, Section I, by the following described courses; North 00 degrees 35 minutes 30 seconds East a distance of 57.0 feet; thence North 57 degrees 37 minutes 30 seconds East a distance of 723.0 feet; thence North 69 degrees 09 minutes 44 seconds East a distance of 125.12 feet; thence South 89 degrees 25 minutes 00 seconds East a distance of 740.20 feet to the Southeast corner of Walden, Section I, said point being situated on the East line of the Southeast quarter of Section 28; thence departing from the Walden, Section I boundary South 00 degrees 46 minutes 00 seconds West along the East line of the Southeast quarter of Section 28 a distance of 355.0 feet to the point of beginning containing 18.55 acres more or less and subject to all easements of record.

I, Keith E. Smith, 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 March 17, 1976; that all markers shown thereon actually exist and that their location, size, type, and material are accurately shown. Said lots are numbered 265 to 319, both inclusive.

DULY ENTERED FOR TAXATION

MAY 17 1976

John D. Uebelacker
AUDITOR OF ALLEN COUNTY

Keith E. Smith
Keith E. Smith
Registered Land Surveyor

SEAL

Instrument J 2538

7610877

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
TO AS PART OF THE DEDICATION AND PLAT OF
WALDEN, SECTION V,
A SUBDIVISION IN ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA

North Eastern Enterprises, Inc., an Indiana corporation, by Joseph L. Zehr, its President, and Arlene K. Dunean, 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 WALDEN, SECTION V, a Subdivision in St. Joseph Township, Allen County, Indiana.

The lots are numbered from 265 to 319 inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Walden Community Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall 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.

Section 6. "By-Laws" shall mean the By-Laws initially adopted by WALDEN COMMUNITY ASSOCIATION, INC. and all amendments and additions thereto.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to any may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be North Eastern Enterprises, Inc. and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when title to all lots in all sections has been conveyed, or

(b) on December 31, 1980.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting North Eastern Enterprises, Inc., by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's

fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Thirty Dollars (\$30.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by the vote or written assent of 51% of each class of members.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments For Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 51% of each class of members.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Any action authorized under Section 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of each class of members, members who were present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or yearly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the

annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by the Architectural Control Committee, such committee to be composed of three members, the first committee members to be: J. L. Zehr, O. R. Sessions and A. K. Duncan. 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 members shall have full authority to designate a successor. In the event said Board, or the Architectural Control Committee, fails to approve or disapprove such design and location within thirty (30) days after said 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 this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

Section 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 and one-half 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.

Section 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

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garage, of less than 1250 square feet for a one-story dwelling; nor less than 850 square feet for a dwelling of more than one-story.

Section 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 distance of ten per cent (10%) of the lot width to an interior lot line and the combined width of both side yards shall be not less than a distance equal to twenty-five per cent (25%) of the lot width on Lots numbered 267; 269; 275; 281 thru 283; 287; 290 thru 292; 298; 299; 306; 307; 313 thru 316 inclusive. No buildings shall be located nearer than a distance of nine percent (9%) of the lot width to an interior lot line and the combined width of both side yards shall be not less than a distance equal to twenty per cent (20%) of the lot width on Lots numbered 265; 266, 270 thru 274; 276 thru 280; 284 thru 286; 288; 289; 293 thru 297; 300 thru 305; 308 thru 312; 317 thru 319 inclusive. No building shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line.

Section 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 8,000 square feet.

Section 5. Easements for the installation and maintenance of utilities 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. No owner of any lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any house or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the owners of all lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn or landscaping which may result from installation, repair or maintenance of such service.

Section 6. 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.

Section 7. No structure of a temporary character, trailer, boat, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be either used or located on any lot at any time or used as a residence either temporarily or permanently.

Section 8. 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.

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Section 9. No radio or television antenna with more than thirty (30) square feet of grid area or which attains a height in excess of six (6) feet above the highest point of the roof shall be attached to any dwelling house. No free standing radio or television antenna shall be permitted on any lot.

Section 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.

Section 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.

Section 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. No incinerators or outside incinerators shall be kept or allowed on any lot.

Section 13. All buildings shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos 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 or any of said lots.

Section 14. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width.

Section 15. No individual water supply system, or individual sewage disposal system shall be installed, maintained or used on any lots in this Subdivision.

Section 16. In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby reserved and granted to all Public Utility Companies, the proprietors of the land herein platted, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 17. 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.

Section 18. 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 improvements serving said lot or tract as provided in said plans and specifications for this Addition filed with the City of Fort Wayne. 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.

Section 19. 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.

Section 20. The Association, North Eastern Enterprises, Inc., or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 21. Invalida~~tion~~ of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 22. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date these covenants and restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these covenants and restrictions may be amended by an instrument signed by not less than 75% of the Lot Owners, and provided further, North Eastern Enterprises, Inc., its successors or assigns shall have the exclusive right of two (2) years from the date of recording of the plat to amend any of the Covenants and Restrictions except Section 2 above with the approval of the Allen County Plan Commission.

Section 23. No lot or combination of lots may be further subdivided until approval therefore has been obtained from the Allen County Plan Commission.

Section 24. No driveway access shall be permitted from Lots Numbered 277 through 279 on to the Maplecrest Road right-of-way.

IN WITNESS WHEREOF, North Eastern Enterprises, Inc., an Indiana corporation, by Joseph L. Zehr, its President and Arlene K. Duncan, its Secretary, Owner of the real estate described in said Plat has hereunto set its hand and seal by its duly authorized officers, this 17th day of March, 1976.

NORTH EASTERN ENTERPRISES, INC.

By

Joseph L. Zehr, President

By

Arlene K. Duncan, Secretary

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a Notary Public, in and for said County and State, personally appeared Joseph L. Zehr, its President, and Arlene K. Duncan, its Secretary, and acknowledged the voluntary execution of the Plat herewith for the purposes and uses therein set forth this 17th day of March, 1976.

Sandra L. Priest
Sandra L. Priest Notary Public

My Commission Expires:

August 24, 1976

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APPROVALS:

BOARD OF PUBLIC WORKS
FORT WAYNE, INDIANA

Henry P. Wahrenberg
HENRY P. WARENBURG

Ethel H. Lamar
ETHEL H. LAMAR

Max A. Scott
MAY 10 1976 MAX A. SCOTT

PLAN COMMISSION OF
ALLEN COUNTY, INDIANA

J. A. Pours
J. A. POURS

James Walley
JAMES WALLEY

BOARD OF COMMISSIONERS OF
ALLEN COUNTY, INDIANA

Vance J. Amstutz
VANCE J. AMSTUTZ

Jack K. Dunifon
JACK K. DUNIFON

Richard M. Ellsworth
RICHARD M. ELLSWORTH

ALLEN COUNTY SURVEYOR
APPROVED FOR RECORD ONLY

William L. Scott
WILLIAM L. SCOTT

HEALTH COMMISSIONER
FORT WAYNE ALLEN COUNTY BOARD OF PUBLIC HEALTH

Janet M. Irmischer
JANET M. IRMSCHER

Prepared by: George E. Fruechtenicht, Attorney at Law.

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