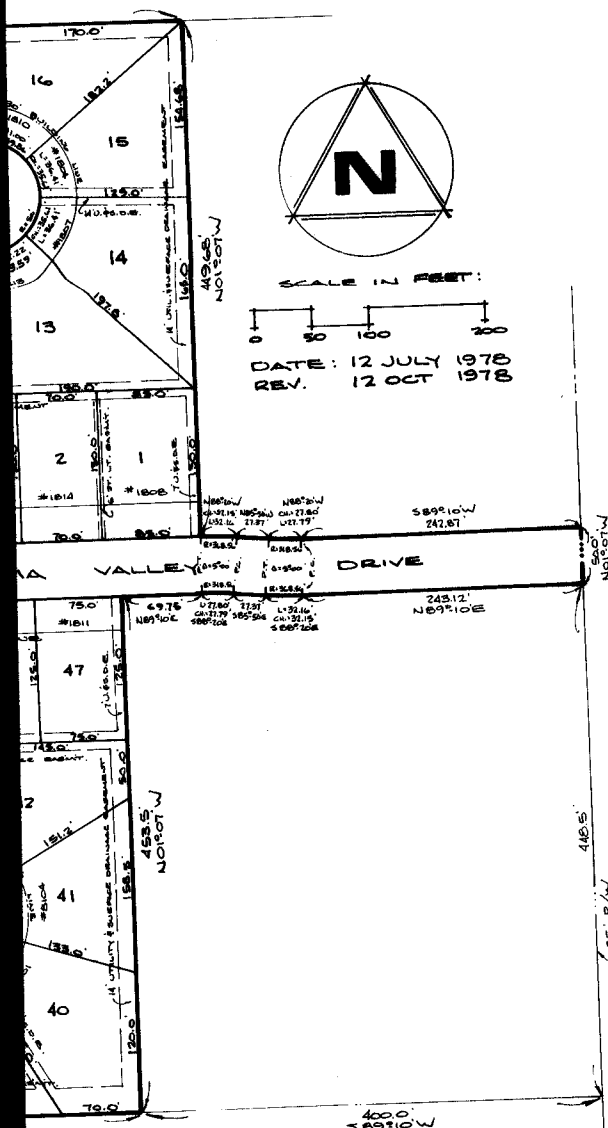


FINAL PLAT OF:

LIMA VALLEY

SECTION 1

A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 31 NORTH, RANGE 12 EAST, ALLEN COUNTY, INDIANA.



DESCRIPTION

Part of that part of the South 955.98 feet (recorded) of the Northwest Quarter of Section 10, Township 31 North, Range 12 East, Allen County, Indiana, lying East of the G.R. & I. Railroad and West of State Road #3 (Lima Road), more particularly described as follows, to wit:

Commencing at the point of intersection of the South line of said Northwest Quarter with the West right-of-way line of State Road #3; thence S 59°-10' W, on and along said South line, a distance of 400.0 feet to the true point of beginning; thence N 01°-07' W and parallel to said West right-of-way line, a distance of 40.0 feet; thence N 89°-10' E and parallel to said South line, a distance of 60.75 feet to the point of curvature of a regular curve to the right having a radius of 27.80 feet; thence Easterly, on and along the arc of said curve, a distance of 27.80 feet (the chord of which bears S 88°-20' E, for a length of 27.79 feet) to the point of tangency; thence S 85°-50' E and tangent to said curve, a distance of 27.37 feet to the point of curvature of a regular curve to the left having a radius of 368.56 feet; thence Easterly, on and along the arc of said curve, a distance of 32.16 feet (the chord of which bears S 88°-20' E, for a length of 32.15 feet) to the point of tangency; thence N 89°-10' E, tangent to said curve and parallel to said South line, a distance of 243.12 feet to the West right-of-way line of State Road #3; thence N 01°-07' W, on and along said West right-of-way line, a distance of 50.0 feet; thence S 89°-10' W, and parallel to said South line, a distance of 243.87 feet to the point of curvature of a regular curve to the right having a radius of 318.56 feet; thence Westerly on and along the arc of said curve, a distance of 27.80 feet (the chord of which bears N 88°-20' W, for a length of 27.79 feet) to the point of tangency; thence N 85°-50' W and tangent to said curve, a distance of 27.37 feet to the point of curvature of a regular curve to the left having a radius of 368.56 feet; thence Westerly, on and along the arc of said curve, a distance of 32.16 feet (the chord of which bears N 88°-20' W, for a length of 32.15 feet); thence N 01°-07' W, a distance of 449.68 feet to the South line of a tract of land conveyed to Wallen Methodist Church; thence S 89°-26' W, on and along said Wallen Methodist Church tract South line and the Westerly projection thereof, a distance of 953.3 feet; thence S 00°-34' E, a distance of 320.0 feet; thence N 80°-26' E, a distance of 70.0 feet; thence S 65°-00' E, a distance of 125.0 feet; thence S 33°-29' E, a distance of 315.9 feet; thence S 48°-50' E, a distance of 50.0 feet; thence S 38°-37' E, a distance of 181.8 feet; thence S 30°-00' E, a distance of 160.0 feet to the South line of said Northwest Quarter; thence N 89°-10' E, on and along said South line, a distance of 310.0 feet to the true point of beginning, containing 15.355 acres of land.

FOR AMENDMENT- SEE DOC 90-7656
2-26-90

DULY ENTERED FOR TAXATION

JUL 30 1978

James H. Hebert
AUDITOR OF ALLEN COUNTY

INSTRUMENT

10,558

CERTIFICATE OF SURVEY

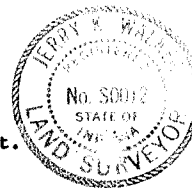
I, the undersigned Civil Engineer and Land Surveyor registered under the laws of the State of Indiana, have made a survey of the real estate described above and have established the lots and streets in the foregoing Plat in accordance with true and established boundaries thereof.

I hereby certify that the above Plat and survey are correct.

James H. Hebert
Registered Professional Civil Engineer
and Land Surveyor.

ENGINEER:

Z.K. LAZIAN ASSOC., INC.

710 S. BARR ST.
FORT WAYNE, IND.

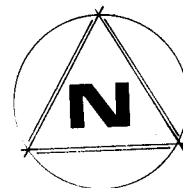
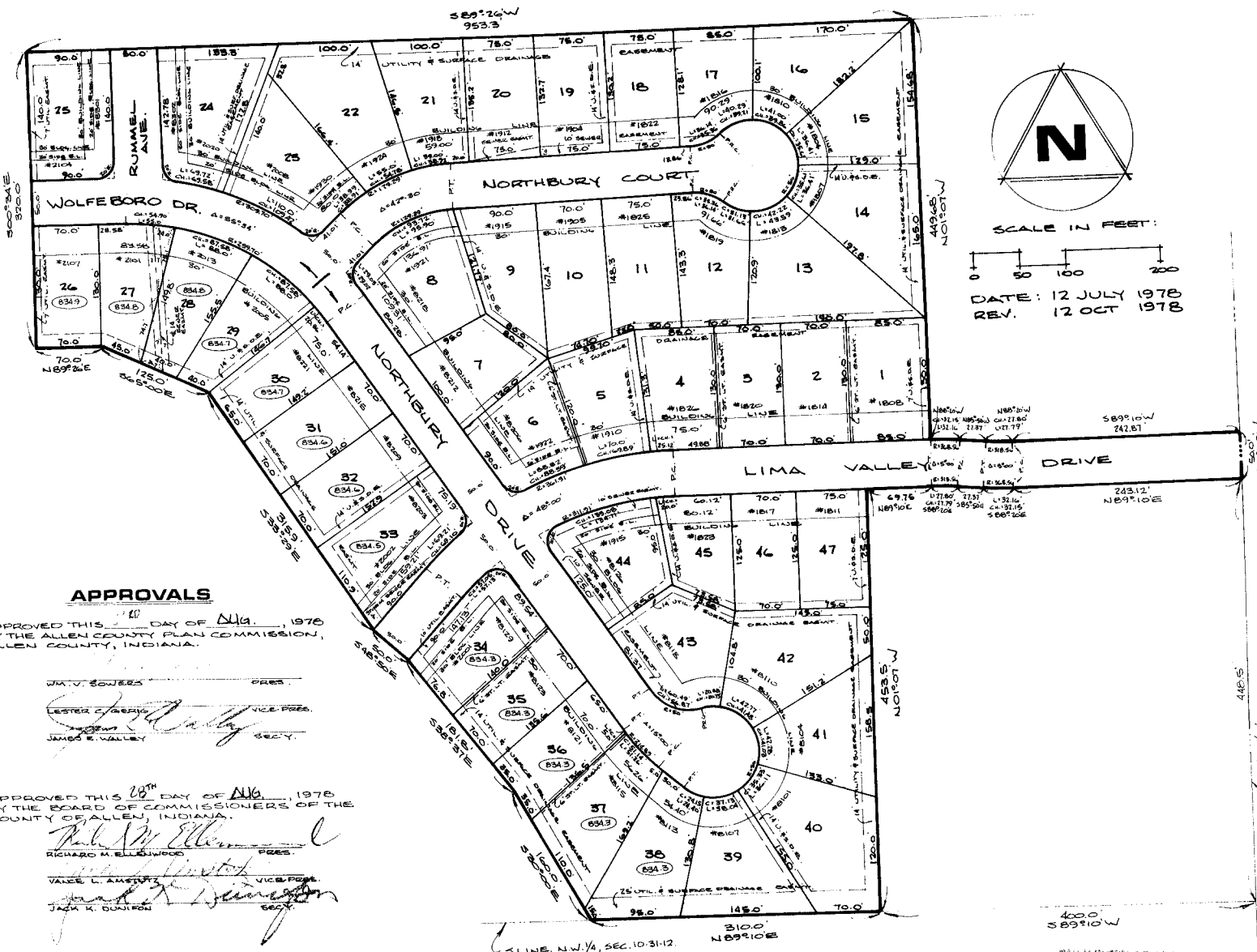
FOR RES. & C. E. CONF. ANT
SEE DOC 84-31751
12-31-84

See Information (Sheet Name Change)
See Doc #80-17120 8-19-80 AE.

78-34772

WALLEN METHODIST CHURCH

42 27



SCALE IN FEET:

DATE: 12 JULY 1978
REV. 12 OCT 1978

APPROVALS

APPROVED THIS 10 DAY OF Aug, 1978
BY THE ALLEN COUNTY PLANNING COMMISSION,
ALLEN COUNTY, INDIANA.

JAMES E. SWEET PRES.
LESTER C. SWEET VICE PRES.
JAMES E. SWEET SECY.

APPROVED THIS 10 DAY OF Aug, 1978
BY THE BOARD OF COMMISSIONERS OF THE
COUNTY OF ALLEN, INDIANA.

RICHARD M. ELLIOTT PRES.
VANCE L. AMSTUTZ VICE PRES.
JACK K. BURTON SECY.

APPROVED THIS 27 DAY OF Oct, 1978
BY THE ALLEN COUNTY SURVEYOR.

WILL L. SWEET A.C.S.

APPROVED THIS 1 DAY OF Nov, 1978
BY THE HEALTH COMMISSIONER OF
ALLEN COUNTY, INDIANA.

JAMES M. TRUESCHER, M.D. HEALTH COMM.

APPROVED THIS 6 DAY OF Sept, 1978
BY THE BOARD OF PUBLIC WORKS OF THE
CITY OF FORT WAYNE, INDIANA.

HENRY C. SWEET CHAIR.
ETHEL H. LAMAR MEMBER.
MAX G. SCOTT MEMBER.

CONFIRMED THIS 30 DAY OF Oct, 1978
BY THE ZONING ADMINISTRATOR OF THE
COUNTY OF ALLEN, INDIANA.

JACK A. SUTHER ZONING ADMIN.

NOTE: ALL LOT CORNERS HAVE BEEN ESTABLISHED
WITH 1/2" DIA. X 30" IRON RE-BARS.

(834.3) LOTS #26 - #38 (both inclusive) SHALL BE SUBJECT
TO THE MINIMUM FLOOD PROTECTION GRADE
INDICATED BY THE ELEVATION SHOWN

DULY ENTERED FOR RECORD

10/10/78

James E. Sweet
ALLEN COUNTY

INSTRUMENT NO. 10,558

I, the undersigned,
of the State of Indiana,
do hereby certify that the above
is a true and correct copy of the
original as the same appears of
record in the office of the
County Clerk of Allen County,
Indiana.

DEVELOPER:
GRABER REALTY, INC.

8002 E. STATE BLVD.
FORT WAYNE, IND.

ENC
Z

78-34772

Book 42 Page 26

DULY ENTERED FOR TAXATION

OCT 30 1978

Jan D. Hebelkaer
AUDITOR OF ALLEN COUNTY

PROTECTIVE RESTRICTIONS, COVENANTS
LIMITATIONS AND EASEMENTS FOR
LIMA VALLEY, SECTION I
An Addition to the City of
Fort Wayne, Indiana

All of the lots in the plat of LIMA VALLEY shall be subject to and impressed with the easements and protective covenants, restrictions, and limitations hereinafter set forth, or portion thereof in the Addition without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present and future of any and all lots in said Addition and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owner or owners of any lot or lots in the Addition and their respective legal representatives, heirs, successors, grantees and assigns. The owner or owners, present or future, of any lot or lots in the Addition shall be entitled to injunctive relief against any violation or attempted violation of the provisions thereof and also damages for injury resulting from any violation thereof; but there shall be no right of reversion, re-entry or forfeiture of title resulting from any violation.

1. USE OF LOTS. All lots in the Addition shall be used only for single family residential purposes, but domestic servants employed by a resident owner may also reside in the dwelling. No more than one single family dwelling shall be constructed or maintained on a building site.

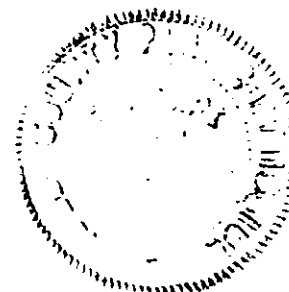
2. DWELLING SIZE. Each dwelling constructed on a building site shall have a minimum floor area, exclusive of open porches, breezeway, and garage, of at least 1,100 square feet of living area for a one-story home, of at least 1,400 square feet of living area for a one and one-half story and of at least 1,500 square feet of living area for a two-story home. Any dwelling of a type other than those specified shall have a minimum ground floor area approved by the Architectural Control Committee hereinafter provided for.

3. GARAGES AND DRIVEWAYS. Each dwelling shall have an enclosed garage sufficient in size to accommodate at least two cars, and it must be attached to the main dwelling. Each driveway from the street to the garage shall be paved with concrete or asphalt.

4. BUILDING LINES. There is hereby created and established a building line for each lot as shown on the plat. No building, structure, fence, or wall shall at any time be erected, placed or maintained upon the space between said building line and the

INSTRUMENT L

10,558



78

3

4

7

7

2

street adjacent thereto; nor shall any projection of said building, other than the steps and platform in front of the main door, be permitted to extend into or encroach upon said space; nor shall the front of any building sit back further than 20 feet from said building line.

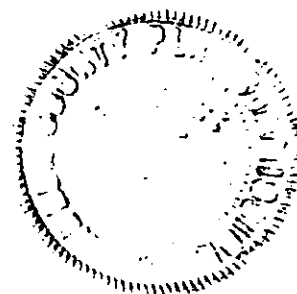
5. ARCHITECTURAL CONTROL. Architectural Control of the development of the Addition and construction of the dwellings therein shall be by an Architectural Control Committee, which shall function as follows:

(a) No building, structure, fence or wall shall be erected, placed or altered on any building site until the construction plans and specifications therefore, and a plot plan showing the location thereof, have been approved, as provided below, as to minimum ground floor area, quality or workmanship and materials, harmony of exterior design with existing structures, and location with respect to topography and the finished grade elevations established by the Architectural Control Committee.

(b) The Architectural Control Committee shall initially be composed of one member. The Committee shall be comprised of the developer, Dwight E. Graber, or his appointee, or his successor or assign, and the developer, Dwight E. Graber, may remove and replace the member or members of the Committee at will, and may increase and decrease the membership from time to time. A majority of the Committee may designate a representative to act for it. The Committee and its designated representative shall serve without compensation. Dwight E. Graber, or his successor or assign, may, by an instrument recorded in the Office of the Recorder of Allen County, Indiana, relinquish the functions of the Committee to an association of lot owners in the Addition, which association shall thereupon be vested with the powers and duties of the Committee.

(c) The Architectural Control Committee shall approve or disapprove construction plans and specifications and locations of structures as provided for in this paragraph. The following standards of construction and improvements to be placed on lots in the subdivision shall be minimum standards enforceable by the Architectural Control Committee or other lot owners in the Subdivision.

(1) Within sixty (60) days after the completion of construction of a dwelling, or as soon thereafter as weather conditions permit, the lot owner shall have planted at least eight well developed shrubs on the building site, and shall have graded and seeded or sodded the entire yard on the building site.



78 3 4 7 7 2

(2) Fuel Storage Tanks. All fuel storage tanks shall either be placed underground or concealed within the house or garage.

(3) Utility Service Entrances. All utility service entrances running from any utility plant within a platted easement from a street to any structure on the building site shall be located underground, except for such housings, pedestals, or other facilities as may be appropriate or necessary for connection, servicing and maintenance of such utility service entrance. Such housing, pedestals, and other facilities shall be constructed and maintained at as low a height and in as inconspicuous manner as is practicable. Each owner shall, at the time of the installation of any such service entrance, furnish to the utility, for its record, a drawing or other description accurately showing the location underground of the service entrance from the easement or street to the owner's structure or structures. Each utility having a plant in any easement or street shall have control over the installation of all connections to its plant for service entrances serving building sites. Each such installation shall be left open for inspection and approval by the utility.

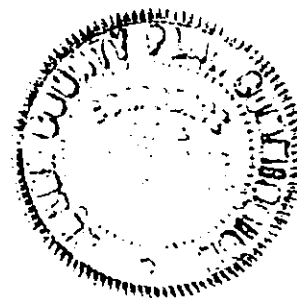
(4) Each lot must be improved with an electric or gas light to be placed in the front yard between the dwelling and the street.

(5) Mail Boxes. Each mail box to serve the lot owners or residents in the Addition shall be placed on a wrought iron stand or post.

(6) Grade. To establish and maintain harmonious lot grades, the Architectural Control Committee has the sole right to establish the grades prior to construction of any building.

6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. BOATS AND TRAILERS. No boat or trailer of any kind shall be



78 3 4 7 7 2

stored or kept on any lot except inside an enclosed garage.

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six 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.

9. ANIMALS. No animals 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 commercial purposes.

10. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage or other out building shall be used or maintained on any lot at any time as a residence, either temporarily or permanently; nor shall any building be moved into or upon any lot for said purpose.

11. TRASH DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. EASEMENTS. All utility easements as dedicated on the face of the plat shall be kept free of all permanent structures, and the removal of any obstructions by the utility company shall in no way obligate the utility company in damages or to restore the obstruction to its original form. All obstructions, whether temporary or permanent, shall be subject to the paramount right of the utility company to install, repair, maintain, or replace its utility and/or sewer installations.

13. PRE-INHABITATION. Before any lot or tract locations within the subdivision may be used and occupied, such user or occupier shall first obtain from the Zoning Administrator an Improvement Location Permit and Certificate of Occupancy required by the Allen County Zoning Ordinances.

14. BUILDING LOCATION. No building or structure shall be located on any lot nearer the street than the building lines located on the plat nor shall any structure be located nearer a side lot line than ten (10%) per cent of the lot width at building line nor have a total aggregate side yard of less than twenty-five (25%) per cent of the lot width at building line.

15. FURTHER SUBDIVISION OF THE LAND. Following a conveyance by the



78

3

4

7

7

2

78-34772

Book 42 Page 29

-5-

developer, no lot may be subdivided to form units of less area than that so conveyed unless and until the Allen County Plan Commission shall have reviewed and approved such further subdivision.

16. LIMA VALLEY COMMUNITY ASSOCIATION AND ANNUAL MAINTENANCE FEE.

The developer declares that it is his purpose to assist in the organization of an association of lot owners and to incorporate the same under the laws of the State of Indiana as a not-for-profit corporation, said organization to consist of all of the lot owners in Lima Valley. To the end of accomplishing such association, whenever the owners of 3/4 of the lots in said Lima Valley (the owner of each lot being considered as having one vote) determine to organize an association, they shall 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 is formed shall embody a specific provision providing that other owners of other lots in another section or sections of Lima Valley as may be platted from time to time shall 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 the amount to be by said corporation determined, but in no event more than Fifty and no/100 (\$50.00) Dollars per year, and funds so collected shall be used by said corporation for the purpose of cutting of weeds on sold or vacant lots, seeing to the repair of public drains, providing community services and activities, maintaining and improving park spaces, and providing other services that said corporation may desire.

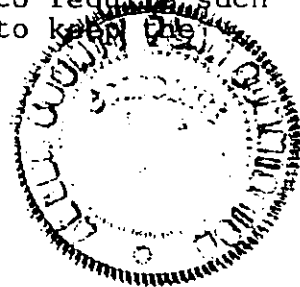
The aforementioned annual maintenance fee shall not be applicable to lots owned by the developer of this subdivision and shall become applicable only upon conveyance of a lot from said platter and developer.

Until the formation of the Lima Valley Community Association, developer shall have the right to collect the annual maintenance fee to be used for the same purposes for which same could be used by the Association.

17. PARK MAINTENANCE. Park areas as shown on the plat are hereby reserved for the use of the residents of Lima Valley and their guests. Maintenance of said park areas shall be carried out by the developer until the formation of the Community Association and thereafter shall be carried out by the Lima Valley Community Association with funds provided by fees collected in accordance with the provisions of Paragraph 16 hereof.

18. FLOOD PROTECTION GRADES. Minimum flood protection grades (U.S.G.S. Datum) as shown on the face of the plat are hereby established for Lots #26-#38 (incl.).

18-B. SURFACE DRAINAGE EASEMENTS. Surface Drainage Easements as shown in the plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the Association or a proper public authority having jurisdiction over storm drainage shall have the right to repair and maintain, or to require such repair and maintenance, as shall be reasonably necessary to keep the conductors unobstructed.



78 34772

19. AMENDMENT. These protective covenants, restrictions and limitations shall be construed as and shall be covenants running with the land and shall be binding upon all owners of any land within the Addition and all persons claiming under them, and shall continue in existence for a period of twenty-five years from the date of the recording thereof, and thereafter shall be automatically extended for successive periods of ten years each, provided, however, that these protective covenants, restrictions and limitations may be changed, amended or abolished, in whole or in part, by a majority of the owners of lots in the Subdivision, provided further that the restrictions shall not be amended, abolished or changed without the written approval of the Allen County Plan Commission.

20. SEVERABILITY. Invalidation of any one of these provisions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

21. INSTALLATION OF IMPROVEMENTS. Before any house or building on any lot or tract in this Subdivision shall be used and occupied as a dwelling or 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 Board of County Commissioners. This covenant shall run with the land and be enforceable by County of Allen, State of Indiana, or by any aggrieved lot owner in this subdivision.

22. DEVELOPER'S TEMPORARY OFFICE. Notwithstanding anything in these restrictions to the contrary otherwise providing, developer shall have the right from time to time to maintain a temporary field office and sales office on any lot or parcel within this subdivision.

23. DEFINITION. When used herein the term "developer" and "Platter" shall mean and refer to Dwight E. Graber, or such other successors as it may designate in writing.

The undersigned owner does herewith dedicate all public streets, highways, and thoroughfares as shown on the face of the plat to which these restrictive covenants are attached and made a part.

The undersigned owner, by virtue of a deed _____ of the real estate shown and described herein, does hereby layoff, plat, and subdivide said real estate in accordance with the information shown on the within final plat. This subdivision shall be known and designated as Lima Valley, Section I, an Addition to the County of Allen, Indiana.

LINCOLN NATIONAL BANK AND TRUST
COMPANY TRUSTEE

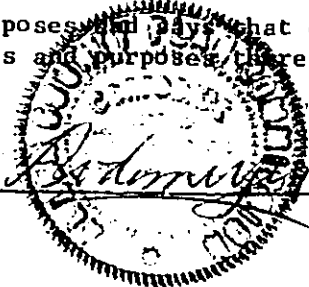
W. Arthur Rodemeyer
W. Arthur Rodemeyer

BY: Boyer
Vice President

STATE OF INDIANA) SS:
COUNTY OF ALLEN)

W. Arthur Rodemeyer, being first duly sworn upon his oath, deposes and says that each and every statement made in the foregoing plat is for the uses and purposes therein set forth.

W. Arthur Rodemeyer
W. Arthur Rodemeyer



78 3 4 7 7 2

My Commission Expires:
August 8, 1979
Resident of Wells County

Linda Williams
(Linda Williams) Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

LINCOLN NATIONAL BANK AND TRUST COMPANY, by Roy W. Keri
being first duly sworn upon his oath, deposes and says that each
and every statement made in the foregoing plat is for the uses
and purposes therein set forth.

LINCOLN NATIONAL BANK AND TRUST
COMPANY Trustee.

BY: Boyle Vice Pres. - ext.

Before me, the undersigned a Notary Public, in and for said County and State, this 23rd day of August, 1978, personally appeared LINCOLN NATIONAL BANK AND TRUST COMPANY by Roy W. Kern its duly authorized officer.

WITNESS my hand and notarial seal.

Patricia L. Holmberg
PATRICIA L. HOLMBERG, Notary Public

My Commission Expires: May 3, 1982
Resident of Allen
County

APPROVED:

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE

BY: Henry P. Wehrhans
BY: Stanley E. Parnell
May 9 Scott
9/6/78

BOARD OF COUNTY COMMISSIONERS
COUNTY OF ALLEN, STATE OF INDIANA

BY: Wm. J. Murphy
BY: Jack J. Daniels
COUNTY PLAN COMMISSION, COUNTY
OF ALLEN, STATE OF INDIANA

BY: _____

BY: _____

The foregoing Protective Restrictions, Covenants, Limitations and Easements for Lima Valley, Section I, prepared by Richard I. Snouffer, Attorney at Law, and Zohrab K. Tazian, surveyor.

