

Wiebke's Homestead Addition

Section A to the City of Fort Wayne, Indiana.
(PLAT)

The undersigned, Louise D. Wiebke, Fred D. Wiebke, Emma C. Wiebke, William H. Wiebke, and Sarah C. Wiebke, his wife, herein-after designated owners, being the owners of the following described real estate situated in Allen County, State of Indiana, to-wit:

That part of Lot 4 in Hanna & Hamilton's Subdivision of Richardville Reserve East of the St. Marys River, according to the plat of said subdivision recorded in Book F, pages 431 to 432 of Allen County, Deed Records, described as, Commencing at the North East corner of said Lot 4; thence South 86 degrees West 19 chains and 53 links; thence South 13 3/4 degrees East 9.64 chains thence North 86 degrees East, 17.89 chains; thence North 4 degree West 9.59 chains to the place of beginning, containing 17.92 acres; excepting therefrom the South 63 feet thereof, and excepting the portion thereof appropriated for the widening of Rudisill Boulevard, and the widening of Broadway in said City.

Also that part of Lot 3 in Hanna and Hamilton's Subdivision above mentioned, described as follows; Commencing at a point in the South line of Rudisill Boulevard as now established, where the West line of Lot 3 aforesaid intersects the same; thence East along the South line of Rudisill Boulevard a distance of 328 feet; thence South in a straight line a distance of 450 feet to a point located 340.3 feet East from the West line of Lot 3 aforesaid; thence West parallel with the South line of Rudisill Boulevard, to the West line of Lot 3 aforesaid; to the place of

described real estate situated in Allen County, State of Indiana,
to-wit:

That part of Lot 4 in Hanna & Hamilton's Subdivision of Richardville Reserve East of the St. Marys River, according to the plat of said subdivision recorded in Book F, pages 431 to 433 of Allen County, Deed Records, described as, Commencing at the North East corner of said Lot 4; thence South 86 degrees West 19 chains and 53 links; thence South 13 3/4 degrees East 9.64 chains; thence North 86 degrees East, 17.89 chains; thence North 4 degrees West 9.59 chains to the place of beginning, containing 17.92 acres; excepting therefrom the South 63 feet thereof, and excepting the portion thereof appropriated for the widening of Rudisill Boulevard, and the widening of Broadway in said City.

Also that part of Lot 3 in Hanna and Hamilton's Subdivision above mentioned, described as follows; Commencing at a point in the South line of Rudisill Boulevard as now established, where the West line of Lot 3 aforesaid intersects the same; thence East along the South line of Rudisill Boulevard a distance of 328 feet; thence South in a straight line a distance of 450 feet to a point located 340.3 feet East from the West line of Lot 3 aforesaid; thence West parallel with the South line of Rudisill Boulevard, to the West line of Lot 3 aforesaid;² to the place of beginning.

Do hereby subdivide and plat the same, in accordance with the plat above shown, to be known as Wiebke's Homestead Addition, Section "A" to the City of Fort Wayne, Indiana.

The Lots are numbered consecutively from 1 to 62 both inclusive, and all dimensions are thereon noted in feet and tenths of feet.

or be maintained on any lot, excepting building appurtenant and properly used in connection with the dwelling house, such as a garage for private use, the same in no case to be unsightly or be erected on front half of any lot, Only one dwelling shall be erected on any inside lot.

Any dwelling house that may be erected to front on Boerger Avenue shall cost in actual cash at least \$7000.00. Any dwelling house that may be erected to front on Old Mill Road shall cost in actual cash at least \$8000.00. Any dwelling house that may be erected to front on Rudisill Boulevard shall cost in actual cash at least \$10000.00. Any building that may be erected exclusively of open porches and open verandas, shall be built back of the building lines that have been established on the recorded plat of said Addition. In the event that the grade of any lot shall be determined and established by the undersigned owners, such grade must be conformed to in the erection of all buildings.

No fences shall be constructed on said premises nearer to the front property line than the aforesaid building line nor shall any billards or other advertising signs, or devices be erected on said premises.

Free or open spaces shall be left on every lot, except corner lots, on both sides of every residence erected thereon. No part of any residences, except porches, verandas, bays, or solariums shall encroach on these free spaces. The average width of such free or open spaces required on each side of any residence on said Lots shall be not less than 20% of the width of the residence, exclusive of porches, verandas, bays, or solariums. This restriction does not apply to corner lots.

therewith, for the transmission of electricity and for telephone and similar purposes; for the construction and maintenance of surface stone, water drains, land drains, public and private sewers, pipe lines for supplying water, gas and heat. The owners of any lot in said addition, shall when necessary, have the right to enter and permit other to enter upon said reserved strips of land for any of the purposes for which said easements are reserved, using care, however, to restore the said premises to the same condition in which they existed at the time of such entry.

Said real estate cannot be sold to or occupied by any person of the mongolian or ethopian race, or any person who is a native of any of the Balkan or Southern European Counties.

The aforesaid restrictions cannot be modified for a period of 5 years from the date of recording the plat of said Wiebke's Homestead Addition, Section "A" and thereafter only by petition to the Allen Circuit Court of said Allen County, Indiana, signed by at least 3/4 of all the property owners in said addition, excepting that the restrictions and stipulations may be modified or abrogated as to the lots on any street in said addition, running "East and West", provided the owners of at least 3/4 of all the lots in said addition, on such street join in such petition.

A violation of the foregoing restrictions and stipulations shall not give the right of re-entry, but shall give the right to enforce the same and a cause of action for damages and injunctive relief to the undersigned owners or either of them, their heirs and assigns and to any and all persons injuriously affected thereby who may at the time of such violation be the owner or owners of any lots on the same street in said Wiebke's Homestead Addition "Section "A".

The restrictions and stipulations above herein set out shall

signed owners or to such person, or corporation and at such place in the City of Fort Wayne, Indiana, as the undersigned owners may direct, beginning January 1, 1926, and on the first day of January of each year thereafter, to and including January 1, 1930, provided, however, that, if an Association is organized by 5 or more owners or purchasers of lots in said addition for the purposes of collecting and expending said maintenance charge, the said annual maintenance charge of \$5.00 shall be paid to said Association and after January 1, 1930, an annual maintenance charge of \$5.00 per lot shall continue to be paid on the first day of January of each year to said Association by the purchaser or owner of each lot in said Addition, until the undersigned owner or said Association shall reduce or abolish it, or until said association is discontinued and said association shall be deemed to be organized when a constitution and by laws, or other appropriate articles for its government, setting forth the object of the Associations and the persons elected for the first year to manage it, shall have been executed, and the undersigned owners shall have been notified of said facts and given a copy of said articles. Said maintenance fee shall be a lien on each lot, superior to all other liens, except taxes, assessments and the liens of bona fide mortgages shall bear interest at the rate of 6% per annum after due shall be payable with attorney fees and without relief from valuation or appraisement laws. And shall be enforceable as mechanic's liens are now enforced. The owner or purchaser of any lot in said addition shall be entitled to membership in said Association. Said maintenance charge is to be expended in caring for the vacant and unimproved land in said addition. removing grass, and weeds therefrom and may be used

lots numbered 1 to 62 both inclusive in the aforesaid "Wiebke"
Homestead Addition Section "A" as hereby platted, are situated
entirely within the tract of land hereinafter described,
owned by Louise D. Wiebke, Fred C. Wiebke, Emma C. Wiebke,
William H. Wiebke and Sarah C. Wiebke, his wife.

June 25, 1924.

A. K. Hofer, Surveyor

(Official Seal)

Approved June __, 1924.

John B. Kocks
Otto Bengs
Jesse Brosius

Board of Public Works.

Approved June 3, 1924.

Abe Ackerman
John C. Trier,
F. B. Shoaf

Board of Park Commissioners.

Recorded Jul. 1, 1924, 4:15 P.M.

Plat Record 11, page 24.

STATE OF INDIANA
SS:
COUNTY OF ALLEN

IN THE ALLEN CIRCUIT COURT
CAUSE NO. 02C01-0409-MI-156

IN RE THE MATTER OF
THE PLAT OF WIEBKE'S
HOMESTEAD ADDITION,
SECTION A

**ORDER APPROVING AMENDMENTS TO
PLAT RESTRICTIONS**

COME NOW, the Petitioners, by counsel, and file their petition to approve certain amendments to the Plat of Wiebke's Homestead Addition, Section A. Attached to the Petition is a "Petition to Amend the Restrictive Covenants/Plat Restrictions of Wiebke's Homestead Addition, Section A,"

The Court, having reviewed said Petition and attachment, and being fully advised in the matter, now FINDS that

1. Jurisdiction was conferred upon this Court by an instrument in writing executed by the original owners and platters of Wiebke's Homestead Addition, Section A, which document was recorded on July 1, 1924, in Plat Record 11, page 24;
2. Said original plat imposed certain restrictions and limitations on the use of the land within the plat;
3. The recorded document authorizes this Court to entertain and grant a petition to amend the recorded restrictions upon a petition signed by at least 75% of the owners of lots within the plat;
4. The attachment to the Petition filed with the Court is signed by more than 75% of the owners of lots within Wiebke's Homestead Addition, Section A.

It is, therefore, ORDERED, ADJUDGED and DECREED that the Petition to Amend Plat Restrictions is granted, and that the Plat Restrictions of Wiebke's Homestead Addition, Section A, are hereby amended and modified in the following particulars:

(A) The following language shall be deleted in its entirety: "Said real estate cannot be sold to or occupied by any person of the Mongolian or Ethiopian race, or any person who is a native of any of the Balkan or Southern European Countries."

(B) The following language shall be added to the Plat Restrictions/Protective Covenants: "All lots within the Addition shall be used exclusively for single family residences. No new or existing residence shall be constructed or altered to permit or accommodate multi-family occupancy."

(C) The following language shall be added to the Plat Restrictions/Protective Covenants: "No residence shall be used as a rental property, except as may be permitted by a vote of a majority of the board of the Foster Park Neighborhood Association (or its successor), after written request by the lot owner to the board. The request shall state the intended use of the lot, shall state the length of the proposed lease or rental agreement, and may contain other information deemed relevant by the requesting lot owner. The request shall also state affirmatively that the owners of all adjoining lots have been provided a copy of the request. The board may receive and consider additional information from any lot owner in the Addition, and shall separately provide the owners of all adjoining lots with a copy of the written request. The board shall provide a written response not later than thirty days after the date the request is received by the then-acting president of the board. The lot owner submitting a request may request that the board reconsider an adverse determination by submitting such a request in writing to the board president within fourteen (14) days of his/her receipt of the adverse ruling. Except for good cause, the board shall provide a

written response to said request for reconsideration within fourteen (14) days of the receipt of the request for reconsideration.

"In the event there is no Neighborhood Association, the request shall be in the form of a petition to Circuit Court, which petition shall, as a minimum, name as defendants all adjoining lot owners.

"Leases for a fixed term that are in existence at the time of the approval of this amendment shall not be impaired, and shall be permitted to continue to the end of the lease term. A lease for a fixed term with an existing tenant may be renewed, but a new lease with a new/different tenant shall not be entered into without full compliance with this amendment. Any month-to-month lease in existence when this amendment is adopted shall be terminated within three (3) months of the date of final approval of the amendment.

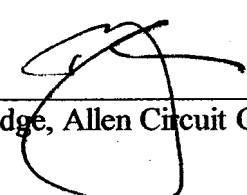
"These amendments shall be enforceable in the same manner as the original covenants for the Wiebke's Homestead Addition, Section A. Provided, however, that the Foster Park Neighborhood Association, or its successor, shall also have the right to enforce said covenants as amended"

It is further ORDERED that the above amendments may be recorded in the office of the Recorder of Allen County, Indiana.

Other restrictions as stated in the original Plat of Wiebke's Homestead Addition, Section A, not specifically modified herein shall remain in full force and effect.
Costs to Petitioners.

Dated

10-7-04



Judge, Allen Circuit Court

STATE OF INDIANA
SS:
COUNTY OF ALLEN

IN THE ALLEN CIRCUIT COURT
CAUSE NO. 02C01-0411-MI-200

IN RE THE MATTER OF THE
PLATS OF PARKVIEW TERRACE
ADDITION, PARKVIEW
TERRACE AMENDED and
PARKVIEW TERRACE
EXTENDED

**ORDER APPROVING AMENDMENTS TO
PLAT RESTRICTIONS**

COME NOW, the Petitioners, by counsel, and file their petition to approve certain amendments to the Plats of Parkview Terrace Addition, Parkview Terrace Amended and Parkview Terrace Extended, with a "Petition to Amend Plat Restrictions" attached.

The Court having reviewed said Petition and attachment, and being fully advised in the matter, now FINDS that:

1. Jurisdiction was conferred upon this Court by an instrument in writing executed by the original owners and platters of Parkview Terrace Addition, Parkview Terrace Amended and Parkview Terrace Extended;
2. Said original plats imposed certain restrictions and limitations on the use of the land within the plats;
3. The recorded documents authorize this Court to entertain and grant a petition to amend the recorded restrictions upon a petition signed by at least 75% of the owners of lots within each of the plats. True copies of the recorded documents are attached hereto as Exhibits A, B and C;
4. Attached hereto is a petition to amend the recorded documents, which petition contains the original signatures of more than 75% of the owners of lots within

Parkview Terrace Addition, Parkview Terrace Amended and Parkview Terrace Extended, both individually and collectively;

5. Based upon the attached petition, this Court should issue an order that approves this petition to amend the original plat restrictions and authorizes the recordation of the amendments to the plats of Parkview Terrace Addition, Parkview Terrace Amended and Parkview Terrace Extended.

It is, therefore. ORDERED, ADJUDGED AND DECREED, that the Petition to Amend Plat Restrictions is granted and approved, and that the Plat Restrictions for Parkview Terrace Addition, Parkview Terrace Amended and Parkview Terrace Extended are hereby amended and modified in the following particulars:

(A) The following language shall be **deleted** in its entirety: "Said real estate cannot be sold to or occupied by any person of the Mongolian or Ethiopian race, or any person who is a native of any of the Balkan or Southern European Countries."

(B) The following language shall be **added** to the Plat Restrictions/Protective Covenants: "All lots within the Addition shall be used exclusively for single family residences. No new or existing residence shall be constructed or altered to permit or accommodate multi-family occupancy."

(C) The following language shall be **added** to the Plat Restrictions/Protective Covenants: "No residence shall be used as a rental property, except as may be permitted by a vote of a majority of the board of the Foster Park Neighborhood Association (or it's successor), after written request by the lot owner to the board. The request shall state the intended use of the lot, shall state the length of the proposed lease or rental agreement, and may contain other information deemed relevant by the requesting lot owner. The request shall also state affirmatively that the owners of all adjoining lots have been provided a copy of the request. The board may receive and consider additional information from

any lot owner in the Addition, and shall separately provide the owners of all adjoining lots with a copy of the written request. The board shall provide a written response not later than thirty days after the date the request is received by the then-acting president of the board. The lot owner submitting a request may request that the board reconsider an adverse determination by submitting such a request in writing to the board president within fourteen (14) days of his/her receipt of the adverse ruling. Except for good cause, the board shall provide a written response to said request for reconsideration within fourteen (14) days of the receipt of the request for reconsideration.

“In the event there is no Neighborhood Association, the request shall be in the form of a petition to Circuit Court, which petition shall, as a minimum, name as defendants all adjoining lot owners.


“Leases for a fixed term that are in existence at the time of the approval of this amendment shall not be impaired, and shall be permitted to continue to the end of the lease term. A lease for a fixed term with an existing tenant may be renewed, but a new lease with a new/different tenant shall not be entered into without full compliance with this amendment. Any month-to-month lease in existence when this amendment is adopted shall be terminated within three (3) months of the date of final approval of the amendment.

“These amendments shall be enforceable in the same manner as the original covenants for the Parkview Terrace Addition, As Amended. The Foster Park Neighborhood Association, or its successor, is designated as the entity to review petitions and make decisions concerning rental properties, and shall also have the right to enforce said covenants as amended”

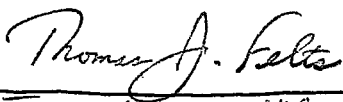
Other restrictions as stated in the original Plats of Parkview Terrace Addition, Parkview Terrace Amended and Parkview Terrace Extended, not specifically modified herein shall remain in full force and effect. Costs to Petitioners.

It is further ORDERED that the above amendments may be recorded in the office of the Recorder of Allen County, Indiana.

Dated 1-20-2005


Mag. ~~Judge~~, Allen Circuit Court K.L.W.

1/20/2005


Judge, Allen Circuit Court K.L.W.

NOTICE IS TO BE GIVEN BY:

☒ COURT ☐ CLERK ☐ PARTY ☐ OTHER

PROOF OF NOTICE UNDER T.R. 72(D)

A copy of the entry was served either by mail to the address of record, deposited in the attorney's distribution box or personally distributed to the following persons:

T. D. Swihart, Box #28

Date of Notice: 1/20/2005

Initials of Person Giving Notice: KW Court ☐ Clerk ☐ Other ☐