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DESCRIPTION OF CAMBRIDGE OAKS, SECTION II  
A SUBDIVISION IN THE NORTHEAST QUARTER  
OF SECTION 27, TOWNSHIP 31 NORTH,  
RANGE 13 EAST, ALLEN COUNTY, INDIANA

Part of the Northeast quarter of Section 27, Township 31 North, Range 13 East, Allen County, Indiana, described as follows, to wit: Beginning at a point situated South 88 degrees 44 minutes East 354.52 feet from the Southwest corner of the Northeast quarter of the said Section 27 and on the South line of the said Northeast quarter, thence North 1 degree 16 minutes East 225.0 feet, thence North 88 degrees 44 minutes West 47.5 feet, thence North 0 degrees 35 minutes East 585.13 feet, thence North 88 degrees 24 minutes East 144.0 feet, thence South 59 degrees 51 minutes East 254.8 feet, thence South 86 degrees 24 minutes East 129.95 feet, thence South 87 degrees 02 minutes East 364.06 feet, thence North 0 degrees 46 minutes East 35.0 feet, thence South 87 degrees 02 minutes East 175.0 feet to the East line of the West half of the Northeast quarter of said Section 27, thence South 0 degrees 46 minutes West 413.0 feet along said East line, thence North 88 degrees 44 minutes West 443.5 feet, thence South 0 degrees 46 minutes West 295.0 feet to the South line of the said Northeast quarter, thence North 88 degrees 44 minutes West 543.68 feet along said South line to the point of beginning, containing 13.90 acres of land more or less.

I, Edward Green, 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 November 10, 1971; that all markers shown thereon actually exist and that their location, size, type and material are accurately shown. Said lots are numbered from 49 to 87, both inclusive.

*Edward Green* SEAL  
Edward Green  
Registered Land Surveyor.

DULY ENTERED FOR TAXATION

DEC 20 1971

*Anthony E. Powers*  
AUDITOR OF ALLEN COUNTY



Instrument E 8562

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DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,  
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED  
TO AS PART OF THE DEDICATION AND PLAT OF  
CAMBRIDGE OAKS, SECTION 11  
A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH,  
RANGE 13 EAST, ALLEN COUNTY, INDIANA

North Eastern Enterprises, Inc., an Indiana corporation, by Joseph L. Zehr, its President, and Arlene K. Duncan, 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 CAMBRIDGE OAKS, SECTION 11, a Subdivision in the Northeast quarter of Section 27, Township 31 North, Range 13 East, Allen County, Indiana.

The lots are numbered from 49 to 67, 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 purpose.

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 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.
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 garage, of less than 1500 square feet for a one-story dwelling, nor less than 950 square feet for a dwelling of more than one-story.
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 a 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. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line.
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 9,000 square feet.
5. No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.
6. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven (7) feet 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.

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7. Each lot shall have a yard light or other free standing illuminating device, which shall be located between 15 feet and 25 feet from the curbing fronting any lot. The owners of all lots upon which said yard light or other free standing illuminating device shall have been installed shall cause said yard light or other free standing illuminating device to be illuminated at all times other than daylight hours.

8. 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.

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. No fence, wall, hedge or shrub planting, which obstructs sight-line at elevations between 2 and 6 feet above 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 them 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. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

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

17. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width. Any driveway constructed within the boundary lines of any lot prior to the existence of sidewalks shall be so constructed that the elevation thereof at a point one (1) foot outside of the lot boundary line, shall be four (4) inches above the grade elevation of the established curb adjacent to such lot. It shall at this point have installed 1/2" bituminous expansion joint, and then proceed at a gradient of 1/4" inch per foot to a point six (6) feet outside the lot boundary line at which point another 1/2" bituminous expansion joint shall be installed. The remaining 15 1/2 feet to the curb shall have a gradient of 1/2" per foot.

18. All fuel or oil storage tanks shall be installed underground or concealed within the main structure of the dwelling house, its basement or attached garage.

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

20. 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.

21. No one-story house shall be built on any lot in said Addition unless 20% or more of the combined square footage of the front exterior walls of such house shall consist of brick, limestone or other natural building stones.

22. The Architectural Control Committee is composed of two members, the first Committee Members to be Joseph L. Zehr and Orrin R. Sessions. 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 member shall have full authority to designate a successor. Either the members of the Committee nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

23. The Committee's approval or disapproval, as required by these covenants, shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove within 30 days after 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 the related covenants shall be deemed to have been fully complied with.

24. The restrictions and covenants herein contained shall run with the land and be effective for a period of fifty (50) years, unless prior to the expiration of fifty (50) years, said restrictions and covenants are altered or amended by the owners of 65% of the lots in said Addition at the time the alteration or amendment of restrictions and covenants are made; provided, however, North Eastern Enterprises, Inc., its successors or assigns shall have the exclusive right of two (2) years from the date of recording of this plat to amend any of the covenants and restrictions except 2 above. The term "Owners" shall be a person, firm or corporation in whose name the fee simple title appears of record in the Office of the Recorder of Allen County, Indiana.

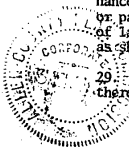
25. Enforcement shall be by proceedings at law or in equity against any person or persons, violating, or attempting to violate, any covenant, either to restrain violation or to recover damages.

26. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

27. Before any house or building on any platted lot or tract in this subdivision shall be used and occupied as a dwelling or as otherwise provided in the subdivision restrictions above, the Developer or any subsequent developing owner of said platted lot or tract shall install all improvements serving said platted lot or tract as provided in said plans and specifications for this Addition filed with the Board of Commissioners. 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.

28. For the purpose of this plat and the covenants appended thereto, the word "LOT" may 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.

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



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30. 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.

31. No driveway access shall be permitted from lots numbered 49 to 54 inclusive onto the Trier Road right-of-way or from lots numbered 66 to 69 inclusive onto the Lahmeyer 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 13th day of October, 1971.

NORTH EASTERN ENTERPRISES, INC.

By Joseph L. Zehr  
Joseph L. Zehr, its President

By Arlene K. Duncan  
Arlene K. Duncan, its Secretary

STATE OF INDIANA )  
COUNTY OF ALLEN ) SS:

Before me, a Notary Public, in and for said County and State, personally appeared North Eastern Enterprises, Inc., an Indiana corporation, by Joseph L. Zehr, its President; and Arlene K. Duncan, its Secretary, and acknowledged the voluntary execution of the plat herewith for the purpose and uses therein set forth this 13th day of October, 1971.

Janet S. Price  
Janet S. Price Notary Public

My Commission Expires:  
March 29, 1975



This Instrument Prepared By: George E. Fruechtenicht, Member of Allen County Indiana Bar Association.



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APPROVALS:

BOARD OF COMMISSIONERS  
ALLEN COUNTY, INDIANA

*Chas. W. Ingram*  
*Harold W. McManis*

BOARD OF PUBLIC WORKS  
FORT WAYNE, INDIANA

*Paul R. Buech*  
*Robert W. Dahman*  
*Edward A. Elmer*

DEC 15 1971

COUNTY PLAN COMMISSION  
ALLEN COUNTY, INDIANA

*Eva Harnisch*

*Robert Bitterley*

ALLEN COUNTY SURVEYOR

*Willard Hunt*

APPROVED FOR DRAINAGE ONLY



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