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**JOHN MCGAULEY
ALLEN COUNTY RECORDER
FORT WAYNE, IN**

**AMENDED AND RESTATED DECLARATION OF
AMENDED PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS AND EASEMENTS
FOR KIRKWOOD PARK ADDITION
AND KIRKWOOD PARK, SECTIONS B, C, D, E, AND F**

This Amended and Restated Declaration of Amended Protective Restrictions, Covenants, Limitations and Easements for Kirkwood Park Addition and Kirkwood Park, Sections B, C, D, E and F ("Declaration") is made as of September 14, 2011, has been approved by more than fifty-one percent (51%) of the Lot Owners in the Association for the subdivisions described on attached Exhibit A, which is incorporated herein by reference.

ARTICLE I

Recitals

WHEREAS, on January 11, 1985, more than fifty percent (50%) of the Lot Owners of each of Kirkwood Park Addition (Lots 1-23 inclusive), Kirkwood Park, Section B (Lots 24-73 inclusive), Kirkwood Park, Section C (Lots 74-105), Kirkwood Park, Section D (Lots 106-148), Kirkwood Park, Section E (Lots 149-164 inclusive), and Kirkwood Park, Section F (Lots 165-174 inclusive), and the Owners of unplatted Lot 175 in Kirkwood Park, Section F consented to the amendment of the Protective Restrictions, Covenants, Limitations and Easements of Kirkwood Park Addition and Kirkwood Park, Sections B, C, D, E, and F, which declaration was recorded in the Allen County Recorder's Office as Document No. 85-000926, and

WHEREAS, in March of 2010, notice of the provisions of Article XI of this Declaration was included in the annual notice of a meeting of the Owners, at which time the provisions of Article XI of this Declaration were considered;

WHEREAS, on April 22, 2010, during the annual meeting of the Association, the provisions of Article XI of this Declaration were proposed by the Board of Directors to the Owners in the Association and the Board subsequently issued written proxies and votes for the Owners to consider the adoption of the provisions of Article XI of this Declaration;

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Jana K. Kline
AUDITOR OF ALLEN COUNTY

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WHEREAS, on April 28, 2011, at the annual meeting of the Owners, the Board counted the number of votes and proxies and determined that the provisions of Article XI of this Declaration were adopted by more than fifty percent (50%) of the Members of the Association at a meeting duly called and held in accordance with the By-Laws;

WHEREAS, the provisions of Article XI of this Declaration were approved by a vote of the Owners, which vote constituted more than fifty-one percent (51%) of the votes of the Association;

WHEREAS, this Declaration was submitted to the City of Fort Wayne Plan Commission and was approved on the 17th day of October, 2011, see attached **Exhibit B**;

WHEREAS, this Declaration, as amended by the provisions of Article XI of this Declaration, is executed by the President and Secretary of the Association, and shall be made effective when recorded.

NOW, THEREFORE, with more than fifty-one percent (51%) of the Lot Owners of the Association approving this Declaration, it is hereby declared that all of the Lots conveyed in the Kirkwood Park Addition and Kirkwood Park, Sections B, C, D, E, and F and the unplatted Lot 175 in Kirkwood Park, Section F are and shall be owned, held, transferred, sold, mortgaged, encumbered, common lease, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are declared to run with the land and to be in furtherance of the plan of preservation and enhancement of the subdivisions and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the subdivision as a whole and each one of the Lots situated therein.

ARTICLE II Definitions

Section 1. The following words and terms, when used herein or in any supplement or amendment hereto, unless the context clearly requires otherwise, shall have the following meanings:

- (a) "Articles" shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time;
- (b) "Association" shall mean and refer to Kirkwood Park Community Association, Inc., an Indiana not-for-profit corporation, its successors and assigns;
- (c) "Board" or "Board of Directors" shall mean and refer to the governing body of the Association elected, selected or appointed as provided for in the Articles, By-Laws, and this Declaration;

(d) "By-Laws" shall mean and refer to the Code of By-Laws of the Association, as the same may be amended from time to time;

(e) "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 herein set forth 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 width at the established building line as shown on the respective plat.

(f) "Member" shall be defined in Article III.

(g) "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot which is a part of the Properties, including contract purchasers but excluding those having such interest merely as security for the performance of an obligation.

(h) "Person" shall mean and refer to an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

(i) "Properties" shall mean and refer to all of that certain real estate described in the final plats of Kirkwood Park Addition and Kirkwood Park, Sections B, C, D, E, and F, and collectively known as "Kirkwood Park".

ARTICLE III Association; Membership; Voting

Section 1. Membership in Association. Each Owner of a Lot shall, automatically upon becoming an Owner, be and become a member of the Association and shall remain a member until such time as his ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, and will be transferred to the new Owner of his Lot; provided, however, that any Person who holds the interest of any Owner in a Lot merely as security for the performance of an obligation shall not be a member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and a Member of the Association.

Section 2. Voting Rights. Each Member shall be entitled to one (1) vote for each Lot of which such Member is the Owner with respect to each matter submitted to a vote of Members. When more than one (1) Person constitutes the Owner of a particular Lot, all such Persons shall be members of the Association, but all of such Persons shall have only one (1) vote for

such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

ARTICLE IV Board of Directors

Section 1. Management. The business and affairs of the Association shall be governed and managed by the Board of Directors.

Section 2. Qualifications. No person shall be eligible to serve as a member of the Board of Directors unless he is, or is deemed in accordance with this Declaration to be, an Owner. Where an Owner consists of more than one Person or is a partnership, corporation, trust or other legal entity, then one of the Persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot may be represented on the Board of Directors by more than one Person at a time.

Section 3. Elections Committee. The Board of Directors shall appoint from among the Owners an Elections Committee consisting of 3 members, one of which shall be a Director who shall chair the committee. Said committee shall be appointed at least 3 months prior to the annual meeting of Owners and shall serve through the close of such annual meeting. The Elections Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. The Elections Committee shall be required to include on the ballot the name of any candidate who has filed a petition of candidacy with the Elections Committee signed by at least 10 members at least 45 days prior to the date of the annual meeting. The Committee shall also be responsible for the printing of the ballot for distribution to Owners prior to the annual meeting, and for the compiling of the results to be announced at the annual meeting.

Section 4. Terms of Office and Vacancy. At the first annual meeting of the Members following the recording of the Declaration, three (3) members of the Board of Directors shall be elected for a term of three (3) years, three (3) members for a term of two (2) years, and three (3) members for a term of one (1) year so that the terms of one-third (1/3) of the members of the Board shall expire annually. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Any vacancy or vacancies occurring in the Board, occurring through either resignation or removal, shall be filled by a vote of the remaining members of the Board. The Director so filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director who resigned or was so removed.

Section 5. Removal of Directors. A Director or Directors may be removed with or without cause by vote of a majority of the other members of the Board at a special meeting of the Board duly called and constituted for such purpose. In such case, his successor shall be elected by the remaining members of the Board.

Section 6. Duties of the Board of Directors. The Board of Directors shall be the governing body of the Association representing all of the Owners and being responsible for the functions and duties of the Association, including but not limited to:

- (a) promote the recreation, health, and welfare of the residents in the Properties;
- (b) maintenance, repair, and replacement of the entry signs to the Properties;
- (c) assessment and collection from the Owners of the Owners' respective share of the Common Expenses;
- (d) preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;
- (e) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;
- (f) keeping a current, accurate, and detailed record of receipts and expenditures affecting the business and affairs of the Association, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours;
- (g) procuring and maintaining for the benefit of the Owners, the Association and the Board any insurance coverages as the Board, in its sole discretion, may deem necessary or advisable; and
- (h) making available to Owners and to holders, insurers, or guarantors of any first mortgage, current copies of this Declaration, the By-laws or other rules concerning the Subdivision and the books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 7. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- (a) to purchase, lease, or otherwise obtain for the Association, to enable it to perform its functions and duties, such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Directors;

(b) to employ legal counsel, architects, contractors, accountants, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;

(c) to include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;

(d) to open and maintain a bank account or accounts in the name of the Association;

(e) to suspend the voting rights of a Member during any period in which said Member shall be in default in the payment of any assessment levied by the Association;

(f) to appoint from among the Owners an Elections Committee to serve as provided in this Declaration;

(g) to appoint from among the Owners an Architectural Review Board to serve as provided in this Declaration.

Section 8. Limitations on Board Action.

The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$2,500.00 without obtaining the prior approval of a majority of the Owners, except that in the following cases such approval shall not be necessary:

(a) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and

(b) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

Section 9. Compensation. No director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority vote of the Owners, except that he may be reimbursed for actual expenses incurred in the performance of his duties.

Section 10. Non-Liability of Directors. The Directors shall not be liable to the Owners or any other Persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have

been made in bad faith. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

Section 11. Additional Indemnity of Directors. The Association shall indemnify, hold harmless and defend any Person, his heirs, assigns, and legal representatives, made a party to any action, suit, or proceeding by reason of the fact that he is or was a Director of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or misconduct in the performance of his duties. The Association shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered in any action, suit, or proceeding, if it shall be found by a majority vote of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Association or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 12. Bond. The Board of Directors shall require the treasurer of the Association, and such other officers as the Board deems necessary, to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protections for any insurance proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expense. The amount of the bonds shall be based upon the judgment of the Board of Directors and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association at any given time during the term of the bond.

ARTICLE V Architectural Control

Section 1. The Architectural Review Board. As a standing committee of the Association, there shall be, and hereby is, established an Architectural Review Board consisting of three (3) or more persons as may, from time to time, be provided in the By-Laws. The Architectural Review Board shall be appointed by the Board of Directors.

Section 2. Purposes. The Architectural Review Board shall regulate the external design, appearance, use, and location of improvements to be located on the Properties in such manner

as to reserve and enhance values and to maintain a harmonious relationship among structures, improvements, and the natural vegetation and topography.

Section 3. Conditions. No building, fence, wall, swimming pool, patio enclosure, doghouse or other permanent or temporary structure shall be commenced, erected or maintained upon any Lot nor shall any external additions to or change or alteration therein be made until an application containing the plans and specifications and disclosing the nature, kind, shape, height, materials and locations of the same shall be submitted to the Architectural Review Board and approved in writing as to the visual harmony of external design and location in relation to surrounding structures, topography and conformance with the restrictions of this Declaration. The Board of Directors of the Association shall make the final decision as to the definition of "visual harmony" in the event of any dispute. All applications will be considered on an individual basis and approval or disapproval will not be influenced by previous precedents in regard to other structures. An approval issued by the Architectural Review Board or Board of Directors shall not relieve the applicant from conforming with all applicable zoning laws, it being the applicant's responsibility to secure all necessary governmental approvals and conform with all governmental restrictions.

Section 4. Procedures. In the event the Architectural Review Board fails to approve, modify, or disapprove in writing an application within thirty (30) days after such application (and all plans, drawings, specifications, and other items required to be submitted to it in accordance with such rules as it may adopt) has been given to it, approval will be deemed granted by the Architectural Review Board. A decision of the Architectural Review Board may be appealed to the Board of Directors which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors then serving.

ARTICLE VI Assessment

Section 1. Annual Accounting. Annually, after the close of each fiscal year of the Association and the prior to the date of the annual meeting of the Association next following the end of such fiscal year, the Board shall cause to be prepared and furnished to each Owner a financial statement, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

Section 2. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the current fiscal year estimating the total amount of the common expenses for the current fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the current fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the Owners

voting in person or by proxy provided that any increase of more than ten percent (10%) must be approved by a vote or written assent of 51% of the total membership. The annual budget, the Regular Assessments, and all other sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis. The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver of release in any manner of the obligations of the Owners to pay the Common Expenses as provided, whenever determined. Whenever, whether before or after the annual meeting of the Association, there is no annual budget approved by the Owners as herein provided for such current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

Section 3. Regular Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the common expenses in the current fiscal year as set forth in said budget, contain a proposed assessment against each Lot, which assessment shall initially not exceed \$5.00 per year. From and after January 1 of the year immediately following the recording of this Declaration, the maximum annual assessment may be increased by a majority vote of the Owners voting at said annual meeting if said increase is limited to an amount not to exceed the greater of 10% or the Consumer Price Index percentage increase for the preceding year as established by the U.S. Government. The maximum assessment may be increased above the aforementioned percentage only by the vote or written assent of 51% of the total membership. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his respective Lot (herein called the "Regular Assessment"). The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final budget. The Regular Assessment against each Lot shall be paid in advance within 30 days after written notice of same has been forwarded to the last known address of the Owner. The Regular Assessment for the current fiscal year of the Association shall become a lien on each separate Lot as of the first day of each fiscal year of the Association, even though the final determination of the amount of such Regular Assessment may not have been made by that Date.

Section 4. Special Assessments. From time to time common expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time, unless otherwise provided in this Declaration, the Articles, or the By-laws, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot (herein called "Special Assessment"); provided, that any such assessment shall have the vote or written assent of a majority of the Owners voting at a special meeting of the Owners called for the purpose of establishing said assessment.

Section 5. 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 a yearly basis.

Section 6. Proof of Payment. 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 for a specified Lot have been paid. Said certificate shall be conclusive evidence of such payment and shall be binding upon the Association.

Section 7. Failure of Owner to Pay Assessments.

(a) No Owner may exempt himself from paying Regular Assessments and Special Assessments, or for any other expense lawfully agreed upon, by abandonment of the Lot belonging to him. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one Person, the liability of such Persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessments or Special Assessments when due, the lien for such Assessment on the Owner's Lot may be filed and foreclosed by the Board for and on behalf of the Association as a mortgage on real property or as otherwise provided by law. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular Assessment or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot costs and expenses of such action incurred (including but not limited to reasonable attorney's fees) and interest from the date such Assessments were due, until paid, at a rate equal to the "prime interest rate" then being charged by Lincoln National Bank and Trust Company of Fort Wayne to its largest and best corporate customers (or if said Bank is no longer in existence, then such rate charged by another national bank in Allen County, Indiana selected by the Board).

(b) The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Notwithstanding anything contained in this Section or elsewhere in this Declaration, the Articles or the By-Laws, any sale or transfer of a Lot to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment as to such installments which became due prior to such sale, transfer, or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments, the lien for which has been

divested as aforesaid, shall be deemed to be a Common Expense, collectible from all Owners (including the party acquiring the subject Lot from which it arose).

ARTICLE VII
Restrictions, Covenants, and Regulations

Section 1. Restrictions on Use. The following covenants and restrictions on the use and enjoyment of the Properties shall be for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

- (a) All Lots shall be used exclusively for residential purposes and for occupancy by a single family. 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 one car garage to be used in connection with said residence.
- (b) No residence shall be built on any lot having a ground floor area upon the foundation, exclusive of one-storey open porches, breezeway or garage of less than 900 square feet for a one-story building nor less than 600 square feet for a dwelling of more than one-story.
- (c) 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 respective recorded plats. In any event, no building, except for garages located on the rear 1/4 of inside lots, shall be located nearer than 5 feet to a side line.
- (d) 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.
- (e) No radio or television antennae with more than fifty (50) square feet of grid area or which attains a height in excess of 12 feet above the highest point of the roof shall be attached to any dwelling. No free standing radio or television antenna and no satellite receiver ("dish") shall be permitted on any lot.
- (f) 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 Lot, 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 Lot.

(g) No fence shall be constructed on any lot nearer to the front property line thereof than the building line as set forth on the plat of the respective section, but this restriction shall not prevent the planting of shrubbery and the growing of hedges for ornamental and decorative purposes.

(h) No boat, motor home, camping or other trailer, or other equipment or machinery of any kind shall be kept on any lot.

(i) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Lot, except that pet dogs, cats, or customary household pets may be kept, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance.

(j) No Lot shall be used in any unlawful manner or in any manner which might cause injury to the reputation of the subdivision or which might be a nuisance, annoyance, inconvenience, or damage to other Owners and occupants of lots or neighboring property, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers, or other equipment or machines or loud persons.

(k) No industry, trade, or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Real Estate.

(l) No "for sale", "for rent" or "for lease" signs, or other signs, or other window or advertising display shall be maintained or permitted on any lot except one sign of not more than 5 square feet advertising the property for sale or rent.

(m) Each Owner shall keep his lot in good order, condition, and repair and free of debris, all in a manner and with such frequency as is consistent with good property management.

(n) All garbage, trash, and refuse shall be stored in appropriate containers inside the residence or garage and shall be kept therein until not earlier than sundown of the evening before scheduled trash collection.

(o) Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plats of the various sections of Kirkwood Park for the construction of poles, wires, and conduits, and the necessary or proper attachments in connection therewith for the transmission of utilities, telephone service, construction and maintenance of drains, sewers, pipe lines, gas, water, and heat and for any other public or quasi-public corporation engaged in supplying any one or more of the above utilities will have the right to enter upon said easements for any purpose for which said easements are reserved. All of said easements shall be kept free of permanent structures (except those installed by any such municipal, public or quasi-public corporation) and removal of any obstructions by any such utility company shall in no way obligate the utility company to pay damages or to restore any such removed obstruction to its original form. All such obstructions, whether temporary or permanent, shall be subject to the paramount rights of any such utility company to construct, install, repair, maintain, or replace its utilities and/or sewer installations.

(p) In addition to the utility easements herein designated, easements in the streets, as shown on the plats of the various sections of Kirkwood Park, 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 body having jurisdiction thereof as to maintenance and repair of said streets.

(q) Before any Lot located within the subdivision may be used or occupied, such user or occupier shall first obtain from the Zoning Administrator the improvement location permit and certificate of occupancy required by the City of Fort Wayne Zoning Ordinance. This covenant shall run with the land and be enforceable by the City of Fort Wayne, State of Indiana, or by an aggrieved Lot Owner in the Properties.

(r) The further dividing of any Lot or combination of Lots within the Properties once it has been approved by the City of Fort Wayne Plan Commission is prohibited unless and until the City of Fort Wayne Plan Commission has reviewed and approved the change.

ARTICLE VIII
Amendment of Declaration

Except as otherwise provided in the Declaration, amendments to this Declaration shall be proposed and adopted in the following manner and shall, prior to becoming effective, be subject to the approval of the City of Fort Wayne Plan Commission:

- (a) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.
- (b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.
- (c) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws.
- (d) Adoption. Any proposed amendment to this Declaration must be approved by a vote of the Owners to which not less than fifty-one percent (51%) of the votes of the Association are allocated.
- (e) Recording. Each amendment to the Declaration shall also be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Allen County, Indiana, and such amendment shall not become effective until so recorded.

ARTICLE IX
Acceptance and Ratification

All present and future Owners, Mortgagees, tenants, and occupants of the Lots, and other Persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Declaration, the Articles, the By-Laws and the rules and regulations as adopted by the Board of Directors, as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute an agreement that the provisions of this Declaration, the Articles, the By-Laws and rules and regulations, as each may be amended or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any Person having at any time any interest or estate in a Lot, all as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All Persons who may own, occupy, use, enjoy, or control a Lot in any manner shall be subject to this Declaration, the Articles, the By-

Laws, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

ARTICLE X Benefit and Enforcement

This Declaration and the Restrictions shall run with and bind the Properties for a term commencing on the date this Declaration is recorded in the office of the Recorder of Allen County, Indiana and expiring fifty (50) years thereafter, after which time they shall be automatically extended for successive periods of ten (10) years each unless by vote of a majority of the then Owners of the Lots it is agreed to change this Declaration or the Restrictions in whole or in part, or to terminate the same. In the event of a violation, or threatened violation, of any of the covenants, conditions, or restrictions set forth in this Declaration, the Board, or any Owner shall have the right to enforce the covenants, conditions, and restrictions contained herein and to pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions, and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof. The failure or delay at any time of the Association, the Owners, or any other Person entitled to enforce this Declaration and the Restrictions, to enforce any of the same shall in no event be deemed a waiver of the same, or of the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

ARTICLE XI Owner Occupancy/Leasing/Rental

Section 1. Additional Definitions. The following definitions shall apply to this Declaration:

- (a) "Application" shall mean any written submission for approval to the Architectural Review Board, pursuant to Article V above, and to the Board pursuant to this Article XI.
- (b) "Disguised Lease Land Contract" shall mean a land contract where (1) the Owner has not received in cash, at the time the land contract is entered into with the land contract buyer, in an amount equal to ten percent (10%) of the land contract purchase price; and/or (2) the land contract was not recorded within thirty (30) days after the date the land contract was entered into between the Owner and the land contract buyer.
- (c) "Residence" shall mean and refer to the single-family residential structure and related improvements constructed and located upon a Lot, including the garage and any appurtenances.

(d) "Nonowner Occupied Residence" shall mean:

(i) A Residence that is rented or leased by the Owner where during the rental period (A) the Owner of the Residence, or (B) the Owner's spouse, or (C) one or more of the Owner's parents or a parent of the spouse of the Owner, or (D) one or more of the Owner's children or a spouse of one of the Owner's children is not a full-time occupant of the Residence; or in the case of a Residence owned by a trust, where a settlor or material beneficiary of such trust is not a full-time occupant of the Residence during the rental period; or in the case of a Residence owned by a for-profit corporation or a limited liability company or other entity (but specifically excluding a not-for-profit corporation), where a person that holds directly or indirectly at least fifty and one one-hundredth percent (50.01%) of the ownership and voting power of such entity is not a full-time occupant of the Residence during the rental period; or in the case of a not-for-profit corporation, where a person who is an officer, manager, or director of the not-for-profit corporation's local, regional or national unit or chapter (as determined by the Association Board, in its discretion) is not a full-time occupant of the Residence during the rental period; and/or

(ii) A Residence that is being sold on a "Disguised Lease Land Contract" basis.

(iii) Notwithstanding anything herein to the contrary, when a former Owner rents back to a purchaser of the Lot after closing pursuant to a bona fide real estate residential purchase agreement for a period of less than sixty (60) days prior to delivering possession to the purchaser, this transaction shall not be deemed a Nonowner Occupied Residence and shall be expressly permitted by this Declaration.

Section 2. Purpose. The purpose of this Article XI is to: (1) be in the best interest of all Owners in the Subdivision, all of whom have similar proprietary (property) interests in their Residences; (2) protect the Owner's long-term investment in his Residence and Lot; (3) preserve high standards of accountability and responsibility for the maintenance and care of the Subdivision between and among the Owners; (4) avoid the temporary and transient nature of leasing property and to encourage a low turnover of occupancy; and (5) to encourage and realize the other benefits that accrue from restricting the Subdivision to single family residential use and to avoid any commercial transition of the Subdivision caused by using or occupying the Lots for solely for rental or leasing purposes.

Section 3. No Nonowner-Occupied Residences in Subdivision. In accordance with the purposes set forth in Article XI, Section 2 above, no Residence shall be used or occupied as a Nonowner-Occupied Residence, unless the Association Board, in its discretion, first approves a Residence to be a Nonowner-Occupied Residence in accordance with this Article XI.

Section 4. Guidelines. In determining whether to approve a Residence to be a Nonowner-Occupied Residence, the matters the Board may consider, in its discretion, shall include, but not be limited to, the following: (i) the total number of Nonowner-Occupied Homes at the time of consideration of the request; (ii) the observations and opinions of the Board or Owners concerning whether Residences in and/or outside the Subdivision are maintained substantially the same as a Owner occupied Residence when they are rented or leased or sold under a Disguised Lease Land Contract; (iii) whether the disapproval of the Nonowner-Occupied Residence would create an unnecessary hardship on the Owner because of circumstances outside the Owner's control; or (iv) any other factors or circumstances which the Board believes appropriate for consideration, in its discretion; provided, however, that the Board shall not at any time consider the age, race, color, creed, religion, sex, sexual orientation, familial status, disability, or national origin of the Owner that has made the Application or the person(s) to whom the Residence is proposed to be rented or leased or sold under a Disguised Lease Land Contract, or of any other person. In all instances whether a person is a full-time occupant of a Residence shall be determined by the Board, in its discretion.

Section 5. Review of Nonowner-Occupied Residence. In the event a Owner requests a Residence to be approved as a Nonowner-Occupied Residence, the Owner must submit an Application to the Board. The Application shall be on a form prescribed by the Board from time to time and shall in detail state: (i) the reasons and basis the Owner desires to rent or lease (or to sell under a Disguised Lease Land Contract, as the case may be) the Residence; (ii) the contact information of the Owner; (iii) the name and address of the proposed tenant/occupant and any other persons that will occupy the Residence on a regular basis; (iv) and such other information as the Board may lawfully request. A copy of the proposed written lease under which the Owner will be leasing the Residence if the Application is granted by the Board (or a copy of the proposed land contract in the case of a Disguised Lease Land Contract) shall be attached to the Application. The proposed lease (or the proposed land contract, as the case may be) shall affirmatively state in the body of the proposed lease (or in the body of the proposed land contract, as the case may be) in all capital, underlined letters that: (A) a copy of this Declaration, and the By-Laws, and its rules and regulations (including all amendments thereto) are attached to the proposed lease (or to the proposed land contract, as the case may be); (B) the tenant/occupant (or land contract buyer, as the case may be) agrees to abide by this Declaration, the By-Laws, and rules and regulations while the lease or contract is in force and effect; (C) such documents shall actually be attached to the proposed lease (or the proposed land contract, as the case may be); and (D) that there shall be no more than two (2) persons (the same to include adults and minors) who will make the Residence their regular residence for each bedroom in the Residence. The number of bedrooms in each Residence shall be determined by the Board, in its discretion.

Section 6. Action by the Board. Except as expressly limited herein, the Board shall have the right in its discretion to: (i) approve or disapprove any Application that a Residence be authorized to be a Nonowner-Occupied Residence, and (ii) make any determinations the Board deems necessary or appropriate in determining whether to approve or disapprove an Application. The Board shall in good faith attempt to meet to begin consideration of an Application within twenty (20) days of receipt of an Application that is in the form contemplated herein. No failure on the part of the Board to take action on or failure to consider any Application for a Residence to be Nonowner-Occupied Residence Home, or any failure of the Association to be active, or to have a Board, shall provide any basis or grounds for contending that a Residence may be leased or rented or sold under a Disguised Lease Land Contract, or otherwise.

Section 7. Limitation on Authority of Board. Notwithstanding anything in this Declaration to the contrary: (i) the Board shall not have any authority to approve a Residence to be a Nonowner-Occupied Residence for a lease term of less than twelve (12) consecutive months; and (ii) the Board shall have no authority to approve a Residence to be a Nonowner-Occupied Residence if at that time there are already two (2) Residences previously approved as Nonowner-Occupied Residences under this Declaration; provided, however, that Residences which are registered as nonconforming Nonowner-Occupied Residences under Article XI, Section 10 shall not be included as any of the two (2) Residences under this Article XI, Section 7.

Section 8. Appeal of Board's Decision. Any Owner may appeal the Board's decision to approve or disapprove a Nonowner-Occupied Home to the members of the Association. The Association shall review the Application and the decision of the Board and for the purposes of this review the Association shall be deemed to have all of the powers, duties, and authority of the Board. The Association shall not be deemed to have taken action on an Application for a Residence to be a Nonowner-Occupied Residence, unless at least sixty-five percent (65%) of all the then members of the Association vote and sign a written resolution. Any vote or action that is less than sixty-five percent (65%) of the full Association shall be deemed to affirm the decision of the Board.

Section 9. Approval Shall Run with the Occupant/Owner. In the event the Board or the Association approves an Application for a Residence to be a Nonowner-Occupied Residence, any such approval shall be limited only to: (i) the proposed written lease and tenant (or proposed Disguised Lease Land Contract and buyer, as the case may be) that was submitted as part of the Application and any leasing (or proposed Disguised Lease Land Contract sale, as the case may be) to any other person or entity other than the specific tenant, person or entity expressly identified in the approved Application must first be presented to the Board for consideration for approval in the manner Applications are to be considered pursuant to Article XI of this Declaration; and (ii) be for the benefit of only the Owner at the time the Application is submitted for approval, and any such approval to lease shall not run with the land and shall expressly run with the specific person making the Application to the Board; provided however, that the term of the lease submitted to and approved by the Board or the Association as part of

the Application shall be permitted to continue through either the earlier of: (A) the next applicable termination date of the lease (or land contract, as the case may be), with no further extensions or renewals of any kind whatsoever; or (B) twelve (12) months from lease commencement. Any renewal or extension of a lease shall require the Owner to submit a new Application in accordance with this Article XI.

Section 10. Existing, Leased and Occupied Nonowner Occupied Residences. Within thirty (30) days after the recording of this Declaration, the Board shall send written notice to every Owner in the Subdivision stating that if the Owner's Lot is being occupied and leased as a Nonowner Occupied Residence, then the Owner shall have sixty (60) days after the Owner's receipt of such written notice to apply to register with the Board such Nonowner Occupied Residence, which was existing, leased, and occupied at the time of the recording of this Declaration.

(a) In order to register a Nonowner Occupied Residence, which was existing, leased, and occupied at the time of the recording of this Declaration, the Owner must submit the following information to the Board: (i) a copy of the written lease predating the recording of this Declaration; (ii) the contact information of the Owner; (iii) the name and address of the existing tenant/occupant and any other persons occupying the Residence and the date such occupancy began; and (iv) such other information as the Board may lawfully request.

(b) If the Board (or the Association upon appeal) determines that the Nonowner Occupied Residence was existing, leased, and occupied at the time of the recording of this Declaration, then the Board (or the Association upon appeal) shall issue a written decision notifying the Owner of the approval of the legal nonconforming status of such Nonowner Occupied Residence and the Board (or the Association upon appeal) shall cause the nonconforming Nonowner Occupied Residence to be registered in the records of the Association.

(c) If approved, the Owner shall have a duty to update the information provided in Paragraph Article XI, Section 10(a) above, including but not limited to any new tenants, new leases or other such information. This updated information shall be provided within thirty (30) days of the event causing the change or update.

(d) If the Board determines that the Nonowner Occupied Residence was not existing, leased, and occupied at the time of the recording of this Declaration, then the Board shall issue a written decision notifying the Owner of the rejection of the nonconforming status for the Nonowner Occupied Residence. The Owner may appeal the Board's rejection to the Association as provided in this Declaration.

(e) A Nonowner Occupied Residence that was existing, leased, and occupied at the time of the recording of this Declaration, and that timely applies for and is registered with the Association under this Article XI shall be allowed to continue as a Nonowner Occupied Residence until the earlier of: (i) the date the Owner sells the Residence to another person; or (ii) the Nonowner Occupied Residence is vacant for a total of six (6) months in any one year, whether or not these months are consecutive.

(f) A Nonowner Occupied Residence that either: (i) fails to qualify as an existing, leased and occupied Nonowner Occupied Residence as of the time of this Declaration; or (ii) loses its status as an existing, leased and occupied Nonowner Occupied Residence under Article XI, Section 10(d) above, shall be subject to this Declaration and no Nonowner Occupied Residence shall be allowed on the Lot, except as expressly approved under this Declaration.

(g) A Nonowner Occupied Residence that fails to apply timely for registration under this Article XI shall be subject to this Declaration and no Nonowner Occupied Residence shall be allowed on the Lot, except as expressly approved under this Declaration.

Section 11. Existing Land Contracts. Notwithstanding anything herein to the contrary: no land contract entered into prior to the recording of this Declaration shall at any time be deemed a Disguised Lease Land Contract.

ARTICLE XII Miscellaneous

Section 1. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required by this Declaration, the Articles or the By-Laws, or to comply with any provision of this Declaration, the Articles, the By-Laws, or the rules and regulations adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such default or failure.

Section 2. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by abandonment of his Lot.

Section 3. Severability Clause. The invalidity of any covenant, restriction, condition, limitation, or other provisions of this Declaration, the Articles or by the By-laws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles, or the By-Laws and each shall be enforceable to the greatest extent permitted by law.

Section 4. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

Section 5. Interpretation. The captions and titles of the various articles, section, sub-sections, paragraphs, and sub-paragraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

Section 6. Existing Violations. Use of a building or of land lawfully existing at the time these Amended Restrictions become effective and which do not conform with these Amended Restrictions shall be considered a non-conforming use and may be continued as a non-conforming use but may not be added to or enlarged unless approved in writing by the Architectural Control Committee.

IN WITNESS WHEREOF, the undersigned have executed this Declaration on the 14 day of September, 2011.

Kirkwood Park Community Association, Inc.

By: Edward Woenker

Edward Woenker

Its: President

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Edward Woenker, President of Kirkwood Park Community Association, Inc. and acknowledged execution of the above and foregoing this 14 day of September, 2011.

My Commission Expires: April 23, 2016

Carrie A. Thomas
Carrie A. Thomas, Notary Public

Resident of: Huntington County

Kirkwood Park Community Association, Inc.

By: *Jeanne M. Wagner*
Printed Name JEANNE M. WAGNER
Its: Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned Notary Public in and for said County and State, personally appeared JEANNE M. WAGNER, Secretary to Kirkwood Park Community Association, Inc. and acknowledged execution of the above and foregoing this 14 day of September, 2011.

My Commission Expires: April 23, 2016

Carrie A. Thomas
Carrie A. Thomas, Notary Public

Resident of: Huntington County

EXHIBIT A

Kirkwood Park Addition (Lots 1-23 inclusive), an addition in the City of Fort Wayne, according to the plat thereof, recorded in Plat Record 15, page 22, in the office of the Recorder of Allen County, Indiana.

Kirkwood Park Section B (Lots 24-73 inclusive), an addition in the City of Fort Wayne, according to the plat thereof, recorded in Plat Book 15, page 107, in the office of the Recorder of Allen County, Indiana.

Kirkwood Park Section C (Lots 74-105 inclusive), an addition in the City of Fort Wayne, according to the plat thereof, recorded in Plat Book 16, page 59, in the office of the Recorder of Allen County, Indiana.

Kirkwood Park Section D (lots 106-148 inclusive), an addition in the City of Fort Wayne, according to the plat thereof, recorded in Plat Book 16, page 154, in the office of the Recorder of Allen County, Indiana.

Kirkwood Park Section E (Lots 149-164 inclusive), an addition in the City of Fort Wayne, according to the plat thereof, recorded in Plat Book 18, page 94, in the office of the Recorder of Allen County, Indiana.

Kirkwood Park Section F (lots 165-174 inclusive), an addition in the City of Fort Wayne, according to the plat thereof, recorded in Plat Book 18, page 195, in the office of the Recorder of Allen County, Indiana.

The owners of unplatted lot 175, as recorded in Plat Book 18, page 195, in the Office of the Recorder of Allen County, Indiana. Part of the Southeast 1/4 of Section 30, Township 31 North, Range 13 East, in Allen County, Indiana, described as follows, to-wit: Commencing at the Northwest corner of Lot Number 174 in the Plat of Kirkwood Park Addition, Section "F", as recorded in Plat Book 18, page 195, in the Office of the Recorder of said County; thence North on the East line of Glenhurst Avenue as in said plat recorded, a distance of 68 feet; thence East and parallel to the North line of said lot, a distance of 150 feet; thence South 68 feet to the Northeast corner of the aforesaid lot; thence West on the North line of said lot, a distance of 150 feet to the place of beginning.

CITY OF FORT WAYNE PLAN COMMISSION OCTOBER MONTHLY BUSINESS MEETING

(The following reflects a synopsis of the City of Fort Wayne Plan Commission monthly public hearing. Actual tape recording of the proceedings before the Plan Commission are available upon request.)

The City of Fort Wayne Plan Commission convened on Monday 17 October 2011 5:00 p.m. in Room 030 of the Citizens Square Building, Fort Wayne, Indiana. Attendance of the membership was as follows:

	Membership Status	Present	Absent
President Connie Haas Zuber	Citizen Member	X	
Vice President Don Schmidt	Citizen Member	X	
Commissioner Cheri Becker	Park Board Representative	X	
Commissioner Bruce Boxberger	Citizen Member		X
Commissioner Liz Brown	City Council Member	X	
Commissioner Michael Bultemeier	Citizen Member	X	
Commissioner Mike Bynum	Citizen Member	X	
Commissioner Barney Niezer	Citizen Member	X	
Commissioner Dave Ross	City Civil Engineer	X	

Staff members present were Kim Bowman, AICP, Executive Director, Paul Blisk, Deputy Director of Land Use, Michelle Wood, RLA, Senior Land Use Planner, Patrick Rew, Principal Land Use Planner, Christian Beebe, Associate Land Use Planner, and Cathy Elrod, Assistant Office Manager. Also present was Robert Eherenman, Legal Counsel to the Commission.

Ms. Haas Zuber called the meeting to order at 5:00 p.m.

The Commission acted on the following items (not necessarily in the order presented). The Plan Commission did not hold a Public Hearing in October.

Following introductory remarks by Ms. Haas Zuber, Ms. Brown moved the Commission approve the September Minutes. Mr. Ross seconded, and the motion carried.

OTHER BUSINESS

1. Request to amend restrictive covenants for Kirkwood Park Addition and Kirkwood Park, Sections B, C, D, E, and F
Kirkwood Park Neighborhood Association

Ms. Brown motioned to APPROVE the request for the Kirkwood Park Neighborhood Association. Mr. Bynum seconded and motioned carried unanimously.

2. The Relevance of the Kessler Park and Boulevard System
Presentation by Julie Donnell – Friends of the Parks

Ms. Donnell presented an interesting and educational powerpoint presentation showing the influence of landscape architect George Kessler on Fort Wayne's parks and more well-known boulevards.

3. Appointment to Design Review Committee (as Engineer Representative)

After discussion of the two candidates, Thomas Offerle and John Nelson, Ms. Brown nominated Mr. Offerle for the position. The motion was seconded by Mr. Niezer, and a vote of 4-3 secured the nomination.

4. Public Sidewalk Discussion

To aid in the discussion, Ms. Bowman distributed ordinance information regarding city sidewalks. Members of the commission shared opinions regarding when, or if, waivers should be granted.

ADJOURNMENT

Next Public Hearing: November 14, 2011 at 6:00 p.m. in Room 030 Citizens Square
200 East Berry, Fort Wayne, Indiana

Next Public Hearing: November 21, 2011 at 5:00 p.m. in Room 035 Citizens Square
200 East Berry, Fort Wayne, Indiana

There being no further business, the meeting was adjourned at 6:20 p.m.

Michael Bultemeier
Secretary, Fort Wayne Plan Commission