

# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## ***Transaction Identification Data for reference only:***

Issuing Agent: Jones Abstract & Title Company, Inc.  
Issuing Office: 313 Warren Street, Huntington, IN 46750  
Issuing Office's ALTA® Registry ID: 0049116  
Loan ID Number:  
Commitment Number: 20210493  
Issuing Office File Number: 20210493  
Property Address: 4137 N 580 . W, Huntington, IN 46750  
Revision Number:

**1. Commitment Date:** August 27, 2021 at 8:00 A.M.

<b>2. Policy to be issued:</b>	<b>Proposed Policy Amount</b>
(a) 2006 ALTA Owner's Policy    Homeowners	\$1,000.00

Proposed Insured:    TBD

(b) 2006 ALTA Loan Policy    Standard

Proposed Insured:    TBD

**3. The estate or interest in the Land described or referred to in this Commitment is:**

Fee Simple

**4. The Title is, at the Commitment Date, vested in:**

Helen R Goble

**5. The Land is described as follows:**

**Parcel No. 35-05-12-400-125.800-004**

**LOT NUMBER FORTY-FOUR (44) IN NORWOOD ESTATE SUBDIVISION, SECTION II, A PART OF TRACT NO. 14  
IN RICHARDVILLE RESERVE OF TEN SECTIONS, TOWNSHIP 28 NORTH, RANGE 9 EAST, HUNTINGTON  
TOWNSHIP, HUNTINGTON COUNTY, INDIANA.**

**STEWART TITLE GUARANTY COMPANY**

Yvette Jarvis

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No. 20210493

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 1



# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Requirements

File No.: 20210493

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
6. Pay the full consideration to, or for the account of, grantors or mortgagors
7. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
8. Disclosure of Sales Information Form completed by Buyer and Seller as required by Indiana Law accompanying the Deed for Transfer.
9. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
10. Any Owner's Policy issued pursuant hereto will contain under Schedule B the General Exceptions set forth below. Any Loan Policy will contain under Schedule B General Exceptions 1, 2, and 3 unless a satisfactory survey is furnished; General Exception 4 will appear unless satisfactory evidence is furnished that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
11. Closing Affidavit to be signed by the sellers and a copy to be furnished to The Jones Abstract & Title Company, Inc.

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File No. 20210493

IN ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 1



# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

File No.: 20210493

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

#### B. STANDARD EXCEPTIONS

- 1. Rights or claims of parties in possession not shown by the Public Records.
- 2. Easements, or claims of easements, not shown by the Public Records.
- 3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
- 4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 5. Taxes or special assessments which are not shown as existing liens by the Public Records.

#### C. SPECIAL EXCEPTIONS

- 6. **Taxes** for the Year 2020, each half for \$748.27, due and payable in May and November, 2021; assessed in the name of Goble, Helen R; Parcel No. 35-05-12-400-125.800-004;  
May installment - Paid;  
November installment - Unpaid;  
Value of Land - \$29,700.00;  
Value of Improvements - \$137,300.00;  
Exemptions - \$90,630.00;  
Taxes for the year 2021, due and payable in the year 2022, and thereafter, not computed.
- 7. Mortgage in the principal amount of \$ , from Helen R Goble, to First Federal Savings Bank, dated June 8, 2021 and recorded June 8, 2021, as Document No. 2021003250, of the records of the Recorder's Office of Huntington County, Indiana and the provisions contained therein.
- 8. Mortgage (with Future Advance Clause) in the principal amount of \$ , from Helen R Goble, to First Federal Savings Bank, dated September 15, 2015 and recorded September 23, 2015, as Document No. 2015004860, and Subordinated by Mortgage Subordination Agreement dated June 8, 2021 and recorded June 8,

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File No. 20210493

IN ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

2021, as Document No. 2021003251, of the records of the Recorder's Office of Huntington County, Indiana and the provisions contained therein.

9. Grant of Easement for the benefit of the insured real estate, dated August 9, 1990 and recorded August 13, 1990 in Deed Book 245, pages 341-342, of the records of the Recorder's Office of Huntington County, Indiana.
10. Grant of Easement over a portion of insured real estate, dated August 8, 1990 and recorded August 22, 1990 in Deed Book 245, page 384, of the records of the Recorder's Office of Huntington County, Indiana.
11. Sanitary Sewer Easement to Norwood Regional Water and Sewer District, an Indiana public utility, dated June 27, 2005 and recorded June 29, 2005 as Document No. 2005003820, of the records of the Recorder's Office of Huntington County, Indiana.
12. Subject to covenants, conditions, restrictions, and any/all building lines, easements or land use regulations as contained in the Dedication of Norwood Estates Subdivision, Section II, as recorded in Plat Book L, page 37, and in Plat Book L, page 46, and any amendments thereto; Loan policies will insure that a violation thereof will not result in forfeiture or reversion of title.
13. Possible annual and or special assessments as levied by Norwood Estate Community Association Inc. Homeowners Association (Homeowner's Association should be contacted prior to closing for any amounts due if you are conducting the closing).
14. Possible municipal assessments, sewer use charges, and/or impact fees levied by the appropriate authorities.  
  
Possible easements for ditches and/or tile drains.  
  
Rights of the public and others in and to that portion of real estate taken or used for roadway purposes.  
  
Grants of easements and rights-of-way as set out in the public record.
15. Any defect, lien, encumbrance, adverse claim, or other matter resulting from the failure of the document(s) vesting title or creating the interest to be insured by this policy to comply with IC 32-21-2-3(a).

**Subject to examination of proposed insured purchaser(s).**

**24 month chain of title:**

**Real Estate conveyed from Philip E Goble to Helen R Goble by Quit Claim Deed, dated June 16, 2010, and recorded July 28, 2010, as Document No. 2010003222, of the records of the Recorder of Huntington County, Indiana.**

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File No. 20210493

IN ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 2 of 2



134492 AUG 13 1990

GRANT OF EASEMENT

245 PACE 341

11:15 AM

THIS INDENTURE WITNESSETH THAT WILFORD A. HAHN and KATHERINE L. HAHN, husband and wife, both adults, of Huntington County, Indiana, owners of Lot Number Forty-five (45) in Norwood Estates Subdivision, Section "II", in Huntington County, State of Indiana, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged, hereby grant, bargain, sell and convey to JACK L. PETERS and MYRNA L. PETERS, husband and wife, both adults, of Huntington County, Indiana, GRANTEES, the following:

An easement over the following described real estate located in Huntington County, Indiana, to-wit:

An easement over the part of said Lot Number Forty-five (45) in Norwood Estates Subdivision, Section "II", where a fence may be encroaching from Lot Number Forty-four (44) along the western end of the northern boundary of Lot Number Forty-five (45) in said Norwood Estates Subdivision, as such encroachment is disclosed by a survey completed by Jay D. Poe, Registered Surveyor, on July 31, 1990. A copy of said survey is attached hereto as Exhibit "A" and made a part of this easement grant. This easement is exclusively for the benefit of Lot Number Forty-four (44) in Norwood Estates Subdivision, Part "II".

Grantees and their assigns shall have the right, in perpetuity, to exclusive occupancy of the area, if any, in said Lot Forty-five (45) where such encroachment is now located, as disclosed by said survey completed by J. D. Poe on July 31, 1990, including the right to maintain and repair, at grantees sole expense, any and all of said improvements. Grantors shall have no duties or responsibilities with regard to the maintenance and repair of such improvements. Grantees and their assigns shall have the obligation to maintain and repair such improvements. Grantees shall indemnify and hold grantors harmless from any liability or damages of any kind incurred as a result of the granting of this easement or as a result of any claims arising out of grantees rights created by this easement.

Dated this 9th day of August, 1990.

Wilford A. Hahn  
Wilford A. Hahn

Katherine L. Hahn  
Katherine L. Hahn

STATE OF INDIANA, HUNTINGTON COUNTY) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 9th day of August, 1990, personally appeared Wilford A. Hahn and Katherine L. Hahn, husband and wife, both adults, and acknowledged the execution of the foregoing grant of easement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Betty S. Eppley  
Betty S. Eppley

Notary Public

My Commission expires: April 17, 1994  
Resident of Huntington County.

This instrument prepared by Wilford A. Hahn, Attorney at Law, 45 West Market Street, Huntington, IN 46750.

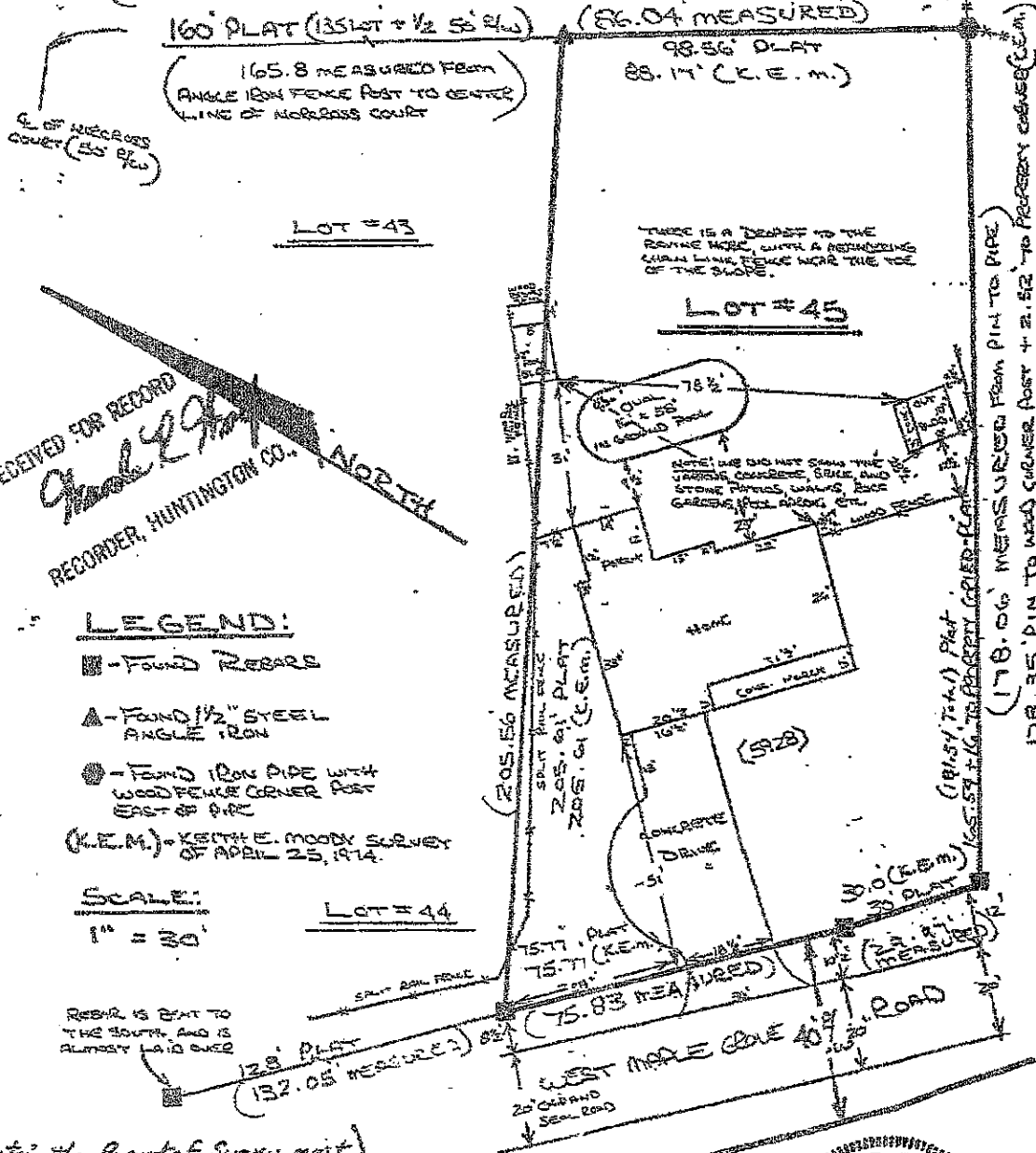
bahn3.grt/b

BOOK 245 PAGE 342

Exhibit A - Nahn → Peters Easement

LOT #45 IN NORWOOD ESTATES SUBDIVISION, SECTION 2, HUNTINGTON COUNTY, IN.

(Note: See Report of Survey)



(Note: The Report of Survey must accompany this plat!)

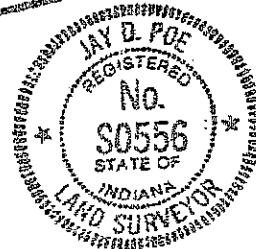
NOTE: THIS TRACT IS IN ZONE C OF THE FLOOD INSURANCE RATE MAP # 180438 001SC DATED: JULY 18, 1983.

For: NAHN

JAY POE SURVEYS  
245 East Franklin Street  
Huntington, IN 46750  
356-8326

July 31, 1990

Job # 90116



10:16 AM

GRANT OF EASEMENT

THIS INDENTURE WITNESSETH THAT JACK L. PETERS and MYRNA L. PETERS, husband and wife, both adults, of Huntington County, Indiana, owners of Lot Number Forty-four (44) in Norwood Estates Subdivision, Section "II", in Huntington County, State of Indiana, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged, hereby grant, bargain, sell and convey to WILFORD A. HAHN and KATHERINE L. HAHN, husband and wife, both adults, of Huntington County, Indiana, GRANTEES, the following:

An easement over the following described real estate located in Huntington County, Indiana, to-wit:

as recorded at Deed Book 210 page 621

An easement over the part of said Lot Number Forty-four (44) in Norwood Estates Subdivision, Section "II", where a wooden fence and a concrete pad may be encroaching from Lot Number Forty-five (45) in said Norwood Estates Subdivision, as such encroachments are disclosed by a survey completed by Jay D. Poe, Registered Surveyor, on July 31, 1990. A copy of said survey is attached hereto as Exhibit "A" and made a part of this easement grant. This easement is exclusively for the benefit of Lot Number Forty-five (45) in Norwood Estates Subdivision, Part "II".

Grantees and their assigns shall have the right, in perpetuity, to exclusive occupancy of the area, if any, in said Lot Forty-four (44) where such encroachments are now located, as disclosed by said survey completed by J. D. Poe on July 31, 1990, including the right to maintain and repair, at grantees sole expense, any and all of said improvements. Grantors shall have no duties or responsibilities with regard to the maintenance and repair of such improvements. Grantees and their assigns shall have the obligation to maintain and repair such improvements. Grantees shall indemnify and hold grantors harmless from any liability or damages of any kind incurred as a result of the granting of this easement or as a result of any claims arising out of grantees rights created by this easement.

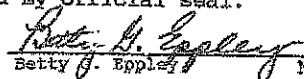
Dated this 8th day of August, 1990.

  
Jack L. Peters

  
Myrna L. Peters

STATE OF INDIANA, HUNTINGTON COUNTY) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 8th day of August, 1990, personally appeared Jack L. Peters and Myrna L. Peters, husband and wife, both adults, and acknowledged the execution of the foregoing grant of easement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

  
Betty J. Eppler

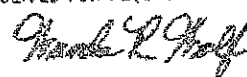
Notary Public

My Commission expires: April 17, 1994  
Resident of Huntington County.

This instrument prepared by Wilford A. Hahn, Attorney at Law, 45 West Market Street, Huntington, IN 46750.

hahn2.grt/b

RECEIVED FOR RECORD



RECORDER, HUNTINGTON CO. IN

Plat References: In accordance with Ind. Code § 32-23-2-5(a), the easement described herein burdens real estate described as: Lot 44, of Norwood Estates, Section II, as per plat thereof recorded in Plat Book L, page 33, in the Office of the Recorder of Huntington County, Indiana, also known as Parcel #0030125800.

### SANITARY SEWER EASEMENT

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **JACK L. PETERS** and **MYRNA L. PETERS** ("Grantor") hereby grant unto **NORWOOD REGIONAL WATER AND SEWER DISTRICT**, an Indiana public utility, and its successors and assigns ("Grantee"), the perpetual and nonexclusive easement and right at all times, and from time to time, to inspect, remove, maintain, operate, replace, repair, and renew the existing sanitary sewer located on Grantor's property including, but not limited to, a line or lines of pipe, together with all necessary and convenient service, pipes, lines, connections, valves, manholes and appurtenances (collectively the "Facilities") and to operate by means thereof, a system for the provision of sanitary sewer service to the public in, under, along, and across Grantor's real estate in Huntington County, Indiana, described as: Lot 44 of Norwood Estates, Section II, commonly known as 4137 North 580 West, Huntington, Indiana 46750, located five (5) feet on either side of the existing location of said sanitary sewer (the "Easement Area").

Grantor reserves the right to use the surface of the Easement Area for any use which is consistent with this grant. However, no buildings, improvements, or structures (other than driveways and sidewalks) shall be located, erected, or placed on, in, or under the Easement Area, nor shall any earth be removed from or added to the Easement Area which would result in less than five (5) feet of earth or more than six (6) feet of earth over the Facilities without Grantee's written consent.

Full right and authority is hereby granted unto the Grantee, its successors and assigns, to assign, convey, or set over, to another or others, the easement hereby granted.

Access to the Easement Area over the adjoining lands of the Grantor is hereby granted, where necessary, but where a public street or highway adjoins the Easement Area then access shall be from such street or highway where practical. Any damage to the crops, fences, or buildings of the Grantor on lands of the Grantor adjoining the Easement Area, caused by the Grantee in the repair, replacement, or renewal of the Facilities shall be promptly paid for by the Grantee, provided that a claim for such damages is filed with Grantee within thirty (30) days after such damages occur.

Grantee's rights herein include cutting or trimming trees, bushes, vegetation, and saplings growing upon or extending over the Easement Area so far as may be reasonably necessary in the repair, removal, replacement, renewal, inspection, and maintenance of the Facilities and removal of any buildings, improvements, or structures located on, in, or under the Easement Area in violation hereof.

Grantor hereby (i) covenants that Grantor is the owner(s) in fee simple of the Easement Area and are lawfully seized thereof; (ii) covenants that Grantor has the right to grant and convey the easement herein; (iii) guarantees the quiet possession thereof and that the Easement Area is free from all encumbrances; and (iv) covenants that the Grantor will warrant and defend the title to said easement against all lawful claims.

Norwood Regional Water  
7.11 9935

has  
original



IMAGE/COPY PROPERTY OF JEFFERSON COUNTY, IN FOR LICENSEE ONLY. NO FOR RES.

This easement shall run with the land, shall inure to the benefit of Grantee and its successors and assigns, and shall be binding upon the heirs, executors, administrators, personal representatives, tenants, successors, and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, the Grantor has duly executed this instrument this 27<sup>th</sup> day of June, 2005.

Jack L. Peters  
Jack L. Peters

Myrna L. Peters  
Myrna L. Peters

### CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF INDIANA )  
COUNTY OF \_\_\_\_\_ ) SS:

Before me, a Notary Public, in and for said State and County, personally appeared Jack L. Peters and Myrna L. Peters, who having been duly sworn upon his/her oath acknowledged the execution of the foregoing Sanitary Sewer Easement.

Witness my hand and Notarial Seal this 27<sup>th</sup> day of June, 2005.

Notary Public: Margo Breining (Signature) Margo Breining (Printed)

My commission expires: 5-6-12

This instrument prepared by:  
Daniel J. Borgmann, Attorney-at-Law

Metro Building, Suite 300  
202 West Berry Street  
Fort Wayne, Indiana 46802

NORWOOD ESTATES SUBDIVISION

We, Norwood Golf Club, Inc., Luke J. Scheer, Sr. and Emma M. Scheer, husband and wife, and Donald E. and Margaret L. Norwood, husband and wife, being the owners and subdividers of the herein-after described real estate, do hereby make, adopt and declare the accompanying diagram, which is made a part hereof by reference, to be a subdivision of the following described real estate in Huntington Township, County of Huntington, and State of Indiana, to-wit:

Lots 33-45 in the plat for Norwood Estates Subdivision, Section "II", a part of Tract No. 14 in Richardville Reserve of 10 Sections, Township 28 North, Range 9 East, Huntington Township, Huntington County, Indiana.

RESTRICTIONS, COVENANTS, LIMITATIONS AND EASEMENTS

Said above described real estate is hereby platted subject to the following covenants, easements, restrictions, conditions, and limitations, and said covenants, are to run with the land.

If the owner or his heirs, devisees or assigns shall violate or attempt to violate any of the following covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision, to prosecute any proceeding at law or in equity against any person or persons violating or attempting to violate any of said covenants or restrictions, either to prevent him from so doing or recover damages or other dues for such violation. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which remain in full force and effect.

The restrictions and limitations imposed upon the lots in said addition are as follows:

1. 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.
2. All lots shall be used only for single family residential purposes. No trade, business, profession or commercial activity of any kind shall be conducted within any building on any lot.
3. A dwelling may have as an accessory to it a garage of not more than three (3) car capacity, terraces, decks, porches, playhouses, and one (1) storage building.
4. No lot shall be subdivided to form units of less area, and no more than one (1) building for residential use shall be erected upon any lot, except as herein specifically permitted.

5. No house trailer, camping trailer, mobile house, bus or boat shall be parked, except overnight, anywhere on any lot, except in a garage. No tent shall be placed or maintained on the land, except as tenting by children, after a dwelling has been constructed on the land.

6. Two or more lots may be used by a lot owner for the erection and construction of a single family dwelling and accessory structure as herein permitted under these restrictions, but the area consisting of such combined lots shall not thereafter be subdivided unless the requirements of these restrictions as to area conveyed and location of buildings are complied with according to the original lot boundaries, as indicated on the plat of Norwood Estates Subdivision, or as amended. The boundary lines of any lot shall not be changed, except with the written consent of the developer of Norwood Estates Community Association, as hereinafter referred to. The developer hereby expressly reserves the right to re-plot or re-plot any two or more lots in the addition prior to their sale in order to create a modified lot or lots and to take such other steps as are reasonably necessary to make such re-platted or re-plotted lot suitable as a building site, including but not limited to relocating easements, walkways and rights-of-way to conform to the new boundaries of the said re-platted or re-plotted lots, but only with the approval of any required governmental body or authority.

7. Easements for the installation and maintenance of public utilities and sewer and drainage facilities in, over, on and under lands and lots in said addition are reserved as shown on the plat, and any and all public utility companies shall have the right of ingress to and egress from such easements. Removal of any obstruction by a utility shall in no way obligate such utility to pay damages therefor.

8. Any building or other improvements located on any lot in this addition shall at all times conform with any ordinance of Huntington County, Indiana, referring to or pertaining thereto.

9. Every building lot in this addition shall occupy not less than ten thousand (10,000) square feet.

10. No building or part thereof shall be erected, placed or permitted to remain on any lot closer to a public roadway than the building set back line prescribed for such lot on the final plat for such addition nor within ten (10) feet from any side or rear lot line.

11. No building or structure that exceeds the lesser of two and one-half (2 1/2) stories or twenty-five (25) feet in height shall be erected, placed or permitted to remain on any lot.

12. No dwelling of one (1) level with a floor area of less than 1100 square feet, or no dwelling of two (2) or more levels of less than 1500 sq. ft. shall be constructed on any lot or tract within the subdivision. The area allocation is exclusive of garages, open porches or basements. Finished subground levels of split level, bi-level, or tri-level are not considered as basement area.

13. No building, wall, fence or any other structure or installation, or anything used for habitation, shall be erected, placed, constructed, altered or maintained on the land conveyed herein until and unless its plans, exterior color plans, specifications, site location and landscape plans have been filed with and

approved in writing by the developer of the Architectural Committee of Norwood Estates Community Association; provided, however, that if the person or committee to whom said plans, specifications and locations are submitted, fails to approve or dis-approve the same within sixty (60) days after they have been submitted, then the party submitting the same may proceed without any such written approval.

14. Corner Visibility: No fence, wall, hedge, or other planting, or other obstruction to vision, extending in excess of 3 feet above the established street centerline grade, shall be erected or maintained on that part of a corner lot that is included between the lines of intersecting streets and a line intersecting them at a point 25 feet distant from the intersection of the street lines.

15. No fence, wall, or hedge shall be placed along the continuous property lines of lots or tracts abutting golf course property without the written approval of the developer.

16. Any user or occupier of land in this addition shall first obtain from the zoning administrator of the Huntington County Commission an improvement location permit and certificate of occupancy as required by any Huntington County, Indiana, ordinance relating thereto. The issuance of such permits shall be a condition precedent to the use and occupation of any lot or tract within the subdivision. This provision shall be construed to be a protective covenant running with the land and enforced by the Zoning Administrator of Huntington County, Indiana, or by any aggrieved lot owner in this subdivision. Said Architectural Committee, or the developer, shall have the right to refuse and to approve any such plans, specifications and/or locations which are not suitable or desirable, in its sole discretion.

17. All fuel tanks within the addition shall be concealed within a building or buried and all electric power and telephone service connections and lines to buildings in the subdivision shall be concealed by being located underground.

18. No billboard or other advertising sign or device shall be erected on any lot in said addition, except by the developer or its agents and assigns for the original sale of said lots. This restriction shall not prevent the placing of one (1) "For Sale" sign of not more than four (4) square feet on any lot by the owner, or by a Real Estate Broker, who has the written permission of the owner of said lot so to do.

19. Before any house or building or any lot or tract in this addition shall be used and occupied as a dwelling or as otherwise provided in these restrictions, the developer or any subsequent owner of said lot or tract shall install all improvements serving said lot or tract as provided in the plans and specifications for this addition as filed with the Huntington County Board of County Commissioners. This covenant shall run with the land and be enforceable by the County of Huntington, Indiana, or by any aggrieved lot owner in this addition.

20. No animals, poultry or livestock of any kind shall be raised, bred or kept on any lot or parcel, except that domestic household pets shall be permitted, provided they are properly housed and cared for. Said household pets shall not be walked on lots of other owners. Household pets off premises must be on leash or under owners' direct control.

21. All lot owners in the addition shall have the right to use in common with other lot owners in the addition the common areas, roads, trails, parking areas, other common community facilities as shown upon the plan referred to herein and as may be shown on other plans of Norwood Estates and designated for common use. Such use shall be subject to such restrictions as may be imposed by the Norwood Estates Community Association, of which, all owners of lots in Norwood Estates Subdivision shall be required to be members. Until such community association is organized, said rights are granted subject to such reasonable restrictions as may be imposed from time to time by the developer, and in the event of a violation by any lot owner of any such restrictions, said association or developer shall have the power to terminate any or all of the rights granted by the provisions of this paragraph, by written notice mailed to such lot owner, and any further exercise of any rights so terminated shall constitute a trespass according to the laws of the State of Indiana. Failure of the said association or developer to exercise said power of termination after violation of any such restrictions by such lot owner shall not constitute a waiver of its power to do so, and shall not estop it from so doing, in the event of future violation or violations.

22. Except as may be necessary for clearing area for buildings, structures and driveways, no stone walls or live trees greater than four (4) inches in diameter at a height of eight (8) feet from the natural ground level, shall be cut, destroyed or removed and no change shall be made in the natural character of the land conveyed herein, without the prior written approval of the developer or said community association, which approval shall not be unreasonably withheld. No trees specifically banded shall be removed without the prior written consent of the developer or said community association.

23. No noxious, dangerous, offensive or unduly noisy activity of any nature, nor any activity that may be or become an annoyance or nuisance to owners of other land, shall be permitted or maintained on any part of the land conveyed herein.

24. In the event cable television facilities are available to the land conveyed herein, no outside television antennas or other antennas or aerials shall be placed, constructed, altered or maintained on the land without the prior written approval of the developer or said community association.

25. No temporary structures shall be built upon the land other than those necessary and used in the course of construction of permanent buildings, and all such structures shall be removed immediately upon completion of any building operation. All structures shall be completed on the exterior within twelve (12) months from the start of construction, subject however, to strikes, accidents, acts of God, weather conditions, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delays beyond the control of the lot owner.

26. The community association, or its agents, or developer, may, at the lot owner's expense, enter upon any vacant land for the purpose of removing any trash which has collected on said land and any fallen trees or other unsightly growth, after giving the lot owner ten (10) days' written notice of its intention to do so. This paragraph shall not be construed to create an obligation on the part of the community association or developer to perform these functions.

27. All lot owners in Norwood Estates shall automatically become a member of and shall be required to accept and maintain membership in Norwood Estates Community Association, an association to be organized as a not-for-profit corporation for the purpose of maintaining the standards and environment to the benefit of all lot owners in Norwood Estates Subdivision. The owners of each lot shall be subject to and abide by all the laws, rules and regulations of said association and shall pay a membership fee of a sum to be determined by said community association. Said not-for-profit corporation shall be deemed to be fully organized when and only when its articles of incorporation have been duly executed, approved by the Secretary of the State of Indiana and recorded in the Recorder's Office of Huntington County, Indiana. Upon the organization of such not-for-profit corporation, it shall have the right to impose upon said lots in said addition, excepting lots still retained by the developer, an annual membership fee in an amount to be determined from time to time by said association, and the funds resulting from such membership fee shall be used by said association for any purpose as may from time to time be deemed desirable by said association. When said association has fixed and imposed said membership fee upon the lots subject thereto as aforesaid, such membership fee shall be and constitute a lien on each lot, inferior only to taxes, assessments, utility fees and bona fide mortgages. Until said organization is organized as aforesaid, exclusive jurisdiction over the regulation, standards, and environment of Norwood Estates development shall remain in the developer. Said association may be formed by the developer or the owners of any 30 lots in the subdivision. The developer shall have no obligation, notwithstanding anything herein contained to the contrary, to pay any membership fee to the association on any unsold lots in the subdivision. All membership fees shall be paid within 30 days after notice of the assessment thereof has been mailed to each lot owner by United States First Class Mail, postage prepaid. Said membership fees shall constitute a debt which may be collected by suit or action in any competent court of jurisdiction. The articles of corporation and any bylaws, rules and regulations may be changed at any time by the developer until 60 per cent of the lots in said subdivision have been conveyed or sold to parties other than the developer and then, thereafter, only as provided by law or as set forth in the articles of incorporation of said association or its bylaws, rules or regulations. Any such amendment may be retro-active to the date hereof and shall be effective when recorded with the Recorder of Huntington County, Indiana.

28. No lot or tract owner shall be permitted to construct, drill or maintain his own individual well for water without the written consent of the developer. Where common water system is available, owner of lot or tract using said system shall be required and obligated to obtain and pay for water from the common systems.

29. No lot or tract owner shall be permitted to construct, use or maintain a septic tank or other individual sewage disposal unit on any lot or tract without the written consent of the developer. Where common sewer system is available, owner of lot or tract using said system shall be required to use and be obligated to pay for sewage disposal.

30. No rain and storm water runoff or such things as roof water, street pavement and surface water caused by natural precipitation shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Runoff Sewer System.

31. The owners of the subdivision shall not be liable for any accidents on any of the real estate described above.

In witness whereof, the Norwood Golf Club, Inc., Luke J. Scheer, Sr. and Erma M. Scheer, husband and wife, and Donald E. Norwood and Margaret L. Norwood, husband and wife, have hereunto set their hands and seals, this 27<sup>th</sup> day of MARCH, 1972.

NORWOOD GOLF CLUB, INC.

By Donald E. Norwood  
President

Donald E. Norwood  
Donald E. Norwood

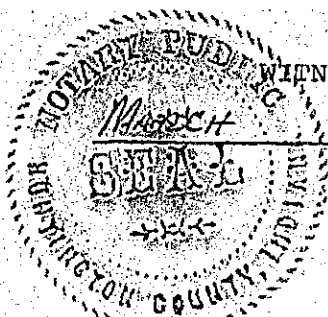
Luke J. Scheer, Sr.  
Luke J. Scheer, Sr.

Margaret L. Norwood  
Margaret L. Norwood

Erma M. Scheer  
Erma M. Scheer

STATE OF INDIANA, COUNTY OF HUNTINGTON, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 27<sup>th</sup> day of MARCH, 1972 personally appeared Donald E. Norwood, President of Norwood Golf Club, Inc., Luke J. Scheer, Sr. and Erma M. Scheer, husband and wife, and Donald E. Norwood and Margaret L. Norwood, husband and wife, and each acknowledged the execution of the foregoing instrument to be their own free and voluntary act and deed for the uses and purposes as hereto set forth.



WITNESS MY HAND AND NOTARIAL SEAL THIS 27<sup>th</sup> DAY OF \_\_\_\_\_, 1972.

Mary E. Santa  
Mary E. Santa Notary Public

My Commission Expires

April 8, 1973

RECEIVED FOR RECORD

H. D. Hildebrand  
RECORDER, HUNTINGTON CO., IND.



**CERTIFICATE RE TAX DELINQUENCIES**

I, Harold B. Robbins, Treasurer of Huntington County, Indiana certify that there are no tax delinquencies in connection with the within platted real estate.

State of Indiana  
County of Huntington, SS: Harold B. Robbins

**FINAL PLAN COMMISSION APPROVAL**

Approved by the Huntington County Plan Commission in accordance with Subdivision Regulations.

By Norman Ellet March 27, 1977  
President Norman Ellet Date

By William H. Land March 27, 1977  
Secretary William Land Date

**ENGINEERING APPROVAL**

This plat has been checked for conformance to County of Huntington standards and requirements and working drawings and specifications have been prepared in conformance with County of Huntington standards and requirements.

Paul M. Smith  
BOARD OF COUNTY COMMISSIONERS

March 27, 1977  
Date

**CONVEYANCE CERTIFICATION**

I hereby certify that proper and satisfactory conveyances of good title to the County of Huntington have been executed and filed with the County Auditor applying to rights of way for streets, alleys and easements and applying to lands for parks, play grounds and for other public use.

John F. Brumback  
COUNTY ATTORNEY

March 27, 1977  
DATE

**CERTIFICATE OF PAYMENT OF FEE AND DELINQUENCIES**

I, Ned M. Simmons, Auditor of Huntington County, Indiana certify, that the filing fee for the preliminary layout of Norwood Estates Subdivision, Huntington County, Indiana, as specified in the Huntington County Subdivision Control Regulation has been paid in the sum of \$           and I further certify that there are no special assessments, delinquencies or other liens, in connection with the area of land designated in the Final Plat of said subdivision in Norwood Estates Subdivision in Huntington County, Indiana.

DATE MARCH 24, 1977

Ned M. Simmons  
AUDITOR, HUNTINGTON COUNTY, INDIANA

RECEIVED FOR RECORD

H.B. Hubbard  
RECORDER, HUNTINGTON CO., IND.

Check returned for recording 4/19/77  
Filed 4/19/77  
Paul M. Smith  
HUNTINGTON CO., IND.

**PLAT OF NORWOOD ESTATES  
SUBDIVISION SECTION II**

**DEVELOPER**

Norwood Golf Club, Inc.  
R.R. #8  
Huntington, Indiana

**ENGINEERS & SURVEYORS**

Moody, Nightingale & Lanter, Inc.  
5005 Riviera Court  
Fort Wayne, Indiana

We Donald E. Norwood, President, of Norwood Golf Club, Inc., an Indiana Corporation, Donald E. Norwood, Margaret L. Norwood, Luke J. Scheer, Sr., and Erma M. Scheer, owners of real estate shown and described as follows:

"Part of Tract #14 in Richardville Reserve of 10 Sections, Township 28 North, Range 9 East of Huntington Township, Huntington County, Indiana. Commencing at the intersection of the centerline of Maple Grove Road with the East line of said Tract #14, thence northeasterly along the easterly line of said Tract #14, on an assumed bearing of N-08°-54'E 20.06 feet to a point on the North right of way line of Maple Grove Road, thence N-86°-16'W 100.51 feet along said right of way line, thence N-79°-01'W 95.87 feet along said right of way line, thence N-82°-46'W 94.37 feet along said right of way line, thence N-46°-59'W 83.60 feet along said right of way line to the point of beginning thence N-46°-59'W 30.00 feet along said right of way line thence N-42°-48'W 227.27 feet along said right of way, thence N-57°-55'E 444.00 feet, thence S-74°-00'E 175.00 feet, thence S-62°-00'E 197.28 feet to a point on the easterly line of said Tract #14, thence along said easterly line S-08°-54'W 300.73 feet, thence S-68°-52'W 43.95 feet, thence S-74°-37'W 200.00 feet, thence S-53°-31'W 155.74 feet to the point of beginning and enclosing 7.00 acres," do hereby subdivide and plat the same into lots and streets as shown on the plat to be known as Norwood Estates Subdivision Section II, an addition to the county of Huntington, Indiana, this 27th day of March, 1977 and do hereby dedicate the street thus shown to the public use, and do hereby subject and impress all lots in said addition with the restrictions, covenants and limitations attached hereto and made a part thereof by reference.

**SURVEY CERTIFICATION**

State of Indiana }  
County of Huntington } SS

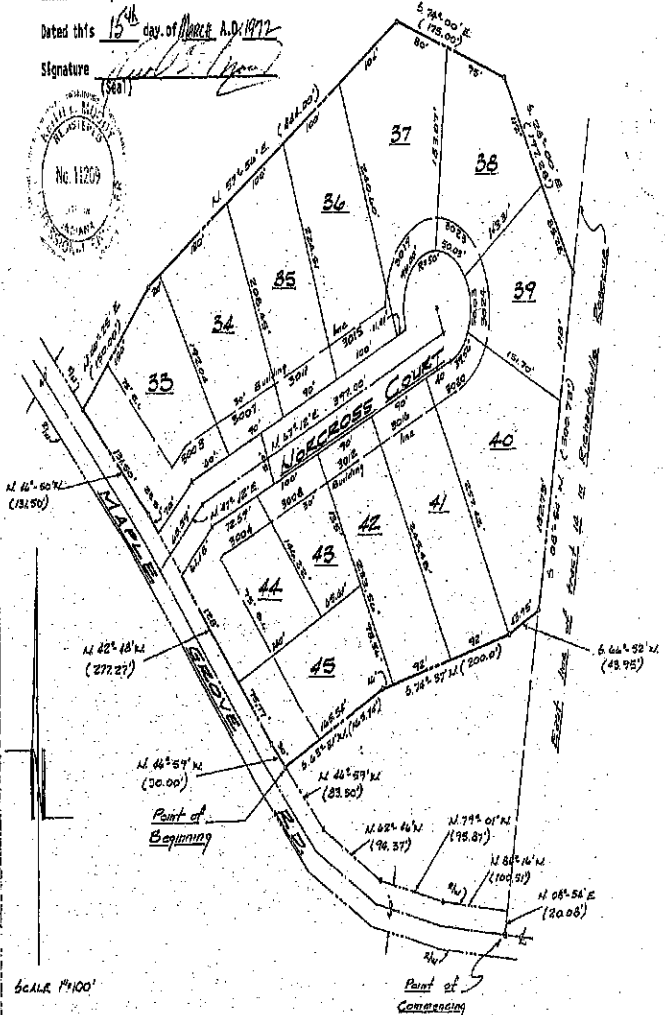
Donald E. Norwood  
Donald E. Norwood, Pres.  
Luke J. Scheer, Sr.

Donald E. Norwood  
Margaret L. Norwood  
Erma M. Scheer

I, Kyle E. Mooney, hereby certify that I am a Professional Engineer and Land Surveyor, licensed in compliance with the laws of the State of Indiana; and I do hereby further certify that I have surveyed the property described in the above caption and that I have subdivided the same into blocks and lots as shown on the herein drawn plat. This plat correctly represents said survey and subdivision in every detail. Monuments shown are in place as located.

Dated this 15th day of March A.D. 1977

Signature Kyle E. Mooney  
(Seal)



CERTIFICATE RE TAX DELINQUENCIES

1. Maurice A. Robbins, Treasurer of Huntington County, Indiana, certify that there are no tax delinquencies in connection with the within plat of real estate, State of Indiana, County of Huntington, ss: Margaret L. Norwood

FINAL PLAN COMMISSION APPROVAL

Approved by the Huntington County Plan Commission in accordance with Subdivision Regulations. By William H. Ford President, Herman Eget Secretary, March 13, 1973

By William H. Ford Secretary, March 13, 1973

ENGINEERING APPROVAL

This plat has been checked for conformance to County of Huntington standards and requirements and working drawings and specifications have been prepared in conformance with County of Huntington standards and requirements.

Robert L. Norwood BOARD OF COUNTY COMMISSIONERS 3-19-73

CONFERENCE CERTIFICATION

I hereby certify that proper and satisfactory conveyances of good title to the County of Huntington have been executed and filed with the County Auditor, applying to rights of way, streets, alleys and easements and applying to lands for parks, play grounds and for other public use.

March 19, 1973 John F. Boudreau COUNTY ATTORNEY

CERTIFICATE OF PAYMENT OF FEE AND DELINQUENCIES

I, Neil M. Johnson, Auditor of Huntington County, Indiana, certify that the filing fee for the preliminary layout of Norwood Estates Subdivision, Huntington County, Indiana, as specified in the Huntington County Subdivision Control Regulation has been paid in the sum of \$ 5.00 and I further certify that there are no special assessments, delinquencies or other liens in connection with the area of land designated in the Final Plat of said subdivision in Norwood Estates Subdivision in Huntington County, Indiana.

DATE March 19, 1973

Neil M. Johnson AUDITOR, HUNTINGTON COUNTY, INDIANA

BOOK L PAGE 46 11:15 A.M. APR 26 1973

IMAGECOPY PROPERTY OF HUNTINGTON COUNTY, IN FOR LICENSEE ONLY. NOT FOR RESALE

RECORDED FOR RECORD  
Neil M. Johnson  
RECORDER, HUNTINGTON CO., IND.

PLAT OF NORWOOD ESTATES  
SUBDIVISION SECTION II

DEVELOPER

Norwood Golf Club, Inc.  
R.R. #8  
Huntington, Indiana

ENGINEERS & SURVEYORS

Moody, Nightingale & Lanier, Inc.  
5005 Riviera Court  
Fort Wayne, Indiana

By Margaret L. Norwood, President, Virginia Miller, Secretary of Norwood Golf Club, Inc., an Indiana Corporation, Margaret L. Norwood, Ernie M. Scher, Sr., and Ernie M. Scher, Jr., owners of real estate shown and described as follows:

"Part of Tract #14 in Richlandville Reserve of 10 Sections, Township #28 North, Range 9 East of Huntington Township, Huntington County, Indiana. Commencing at the intersection of the centerline of Maple Grove Road with the East line of said Tract #14, thence northeasterly along the centerline of said Tract #14, on an assumed bearing of N-08°-54'E 20.08 feet to a point on the North right of way line of said Tract #14, thence N-86°-16'W 100.51 feet along said right of way line, thence N-79°-01'W 95.87 feet along said right of way line, thence N-62°-46'W 94.37 feet along said right of way line, thence N-46°-59'W 83.83 feet along said right of way line to the point of beginning thence N-46°-59'W 30.00 feet along said right of way line, thence N-42°-48'W 27.27 feet along said right of way line, thence N-42°-48'W 150.00 feet, thence N-47°-56'E 44.00 feet, thence N-46°-50'W 131.50 feet along said right of way line, thence N-40°-25'E 150.00 feet, thence S-65°-32'W 43.95 feet, thence S-74°-37'W 200.00 feet, thence S-28°-01'E 197.28 feet to a point on the eastern line of said Tract #14, thence along said eastern line 165.74 feet to the point of beginning and enclosing 7.00 acres, do hereby subdivide and plat the same into lots and streets as shown on the plat to be known as Norwood Estates Subdivision Section II, in addition to show to the public use, and do hereby subject and impress all lots in said addition with the restrictions, covenants and limitations attached hereto and make a part thereof by reference.

SURVEY CERTIFICATION

State of Indiana  
County of Huntington } ss

By Margaret L. Norwood, President, Virginia Miller, Secretary, Ernie M. Scher, Sr., and Ernie M. Scher, Jr., owners of real estate shown and described as follows:

I, Ernie M. Scher, hereby certify that I am a Professional Engineer and Land Surveyor, licensed in compliance with the laws of the State of Indiana; and I do hereby further certify that I have surveyed the property described in the above caption and that I have subdivided the same into blocks and lots as shown on the heron drawn plat. This plat correctly represents said survey and subdivision in every detail. Monuments shown are in place as located.

Dated this 31st day of January, A.D. 1973

Signature (Seal)

