

Amendments to the Restrictive Covenants of Wildwood Park

"Wildwood Park" is a neighborhood in Fort Wayne, Indiana comprised of Wildwood Park Addition, Wildwood Park Second Addition, Wildwood Park 2nd Addition Extended, and Wildwood Park Addition Amended. All of Wildwood Park is governed by certain Restrictive Covenants contained in Deed Record 241, pages 441-449 in the Office of the Allen County Recorder as platted May 25, 1916, and as amended by certain covenants recorded in Miscellaneous Record 112, pages 423-424 on March 20, 1946 in the Office of the Allen County Recorder. Those Covenants are hereby further amended by adding the following covenants. To the extent of any conflict between the 1916 covenants and/or the 1946 covenants and the covenants herein adopted, the covenants herein adopted shall prevail. These amendments shall not affect any liabilities accrued or rights vested under the 1916 and/or the 1946 covenants. Headings are for informational purposes only and are not part of the Amendments hereby adopted.

WILDWOOD PARK - DESIGNATION AS A SINGLE NEIGHBORHOOD

1. The 1916 covenants and the 1946 covenants, as supplemented hereby, bind all of the lands platted as Wildwood Park Addition, Wildwood Park Second Addition, Wildwood Park 2nd Addition Extended, and Wildwood Park Addition Amended, all of which constitutes a single subdivision called Wildwood Park. Any other restrictive covenants applicable to those lands heretofore recorded are hereby declared null and void.

ASSOCIATE MEMBERS MAY JOIN NEIGHBORHOOD

2. Wildwood Park occupies some but not all of the lands bounded by Ardmore Avenue, Taylor Street, Portage Boulevard, Freeman Street, and West Jefferson Boulevard. The owner(s) of any residential lot within that area not yet part of Wildwood Park may apply to Wildwood Park Community Association, Inc. for full membership in Wildwood Park Community Association, Inc., and upon approval of such application by the Board of Directors of Wildwood Park Community Association, Inc., such lands belonging to such owner(s) shall become part of Wildwood Park for all purposes, as if such lands were part of the original plat of Wildwood Park Addition. The election to be included in Wildwood Park shall be in writing, duly acknowledged, and shall be recorded in the Office of Allen County Recorder. Such an election runs with the land and both burdens and benefits all other lot owners in Wildwood Park.

COVENANTS APPLY IRRESPECTIVE OF PAST VIOLATIONS OR WAIVERS

3. Failure of any owner or of the Association to demand or insist upon observance of any of these restrictions or covenants, or to proceed for restraint of violation of any of the restrictions or covenants, or to seek damages or other compensation for violation of any of these restrictions or covenants, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

**LEGAL EXPENSES INCURRED ENFORCING COVENANTS
CAN BE RECOVERED**

4. Paragraph 30 of the covenants recorded in 1916 Deed Record 241, pages 441-449 is hereby amended by adding thereto: In any proceeding at law or equity to enforce any of the Restrictive Covenants of Wildwood Park, including these covenants, Wildwood Park Community Association, Inc. shall recover reasonable attorney's fees as part of the remedy for any such violation.

DUES DEFINED

5. All references in the 1916 Covenants and the 1946 Covenants to "maintenance tax," "maintenance fee" or "maintenance charge" are hereby amended to read "dues." In addition to the uses of dues permitted under the 1916 Covenants and the 1946 Covenants, dues may be used for all other reasonable and proper expenses of Wildwood Park Community Association, Inc. or its successor organization, in providing information services, cultural and social events, preservation of the history of Wildwood Park, the enhancement and beautification of Wildwood Park, and representation of the interests in Wildwood Park in dealings with any governmental unit.

**EQUAL DUES FOR ALL NEIGHBORS -
NEIGHBORS ANNUALLY APPROVE AMOUNT**

6. Commencing with the calendar year following approval of these Amendments, the owners of each lot in Wildwood Park shall be liable for annual dues in the amount of \$70, subject to adjustment. A "lot" is a lot as built, not as platted; a vacant lot large enough to accommodate the building of a home also constitutes a "lot." Beginning with the calendar year following the recording of these Amendments, the members of Wildwood Park Community Association, Inc. at their Annual Meeting may adjust the dues. The Board of Directors of Wildwood Park Community Association, Inc. shall tender a budget at the Annual Meeting, giving due notice thereof, which may call for a change in dues commencing January 1 of the next calendar year. If the dues are to be changed in an amount which results in no greater than a five percent increase, then such a budget may be approved by a majority in attendance at the Annual Meeting (each lot being entitled to one vote). If the budget adopts an increase of more than five percent above the existing dues, then such an increase may be approved only by two-thirds or more of the members in attendance (each lot entitled to one vote). If no budget is approved at the Annual Meeting, then the dues in effect for the year leading up to the Annual Meeting shall remain in effect for another year. Provided, however, that a special meeting of members may be called for the purpose of approving dues, with the same voting requirements as at the Annual Meeting.