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2022008917
RECORDED: 02/15/2022 10:54:30 AM
ANITA MATHER
ALLEN COUNTY RECORDER
FORT WAYNE, IN

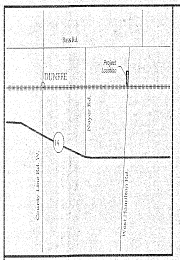
Secondary Plat of:

ASHLEY POINTE

A subdivision of part of the Fractional Northeast Quarter of Section 5, Township 30 North, Range 11 East, Allen County, Indiana.

Developer:
Springmill Woods Development, LLC
9430 Lima Road
Fort Wayne, IN 46825
Tel: 260/489-4433

Surveyor - Planner:
Sauer Land Surveying, Inc.
14033 Illinois Road, Suite C
Fort Wayne, IN 46814
Tel: 260/469-3300



Location Map

PLAT LEGEND

- Plat Boundary Line
- Interior Street and Road Right-of-Way Line
- Interior Lot Line
- Building Set-back Line
- Easement Line
- Adjoining Plat Interior Lot Line
- #NNNN Street Address Number
- NN Lot Number and Block Designation
- Δ=NN°NN'NN" R=NNN.NN' Street Centerline Curve Data
- NNN.N Minimum Flood Protection Grade

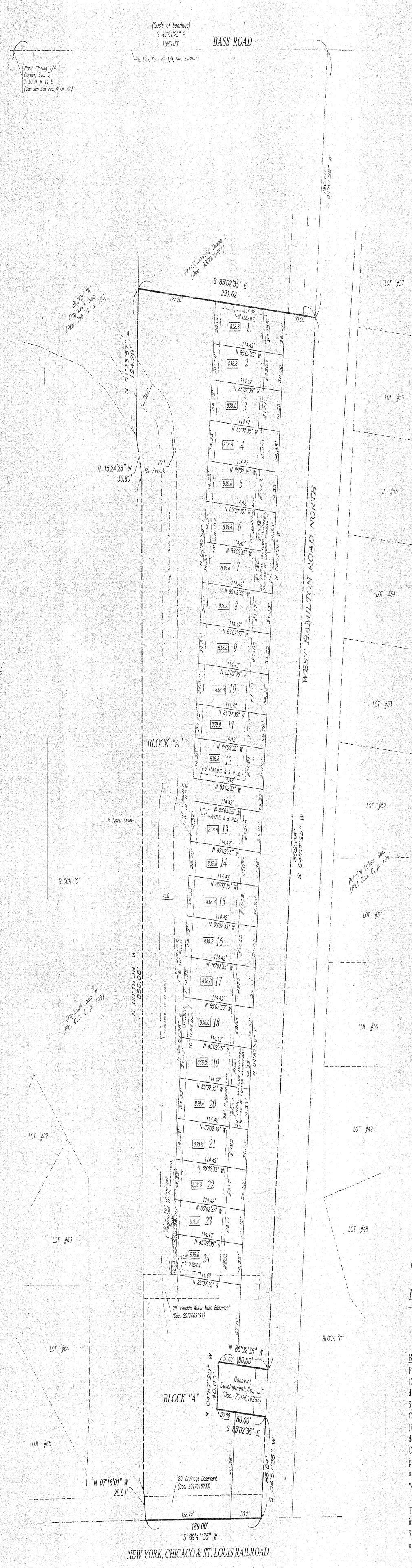
NOTES:

1. All buried utilities shall allow for the proposed swale grades all shown on the approved engineering plans.
2. U.&S.D.E. indicates utility and surface drainage easement.
3. All right-of-way intersection radii are 20 feet.
4. [ ] Boxed elevation indicates minimum flood protection grade (NAVD '88 DATUM).
5. All common areas to be blanket utility, surface drainage, and regulated drainage easements.

BENCHMARKS:

Beginning Benchmark: F-129 B.M. tablet set in the NW corner of S.R. 14 bridge over Beal Taylor Ditch, located 0.17 miles East of West Hamilton Road South, Sec. 5, T 30 N, R 11 E, Aboite Twp.
ELEVATION = 822.28

Plat Benchmark: Top of Bronze Disk Installed in the South end of the Pond 1, Overflow Weir (grade beam) situated in the North end of Block "A", Ashley Pointe, with the elevation 834.88 feet stamped in the disk.
ELEVATION = 834.88 (NAVD '88)



AREA TABLE

LOT#	Area (sq. ft.)
1	4119
2	3499
3	3928
4	3928
5	3928
6	3928
7	3928
8	3928
9	3928
10	3928
11	3289
12	3919
13	3919
14	3289
15	3928
16	3928
17	3928
18	3928
19	3928
20	3928
21	3928
22	3928
23	3289
24	3928

Entity	Area (sq. ft.)
Block A	102072
Street	49001

DRAINAGE SYSTEM TABLE

Storm Sewer Drainage	457.0 feet

REGULATED DRAINAGE EASEMENT NOTE:

Pursuant to the Indiana Drainage Code (IC 36-9-27) the undersigned owners filed a petition with the Allen County Drainage Board (duplicated with the Allen County Surveyor) requesting that portions of the storm drainage system and easements for this development be accepted into the County's Regulated Drainage System. The portions of the storm drainage system and easements that have been accepted into the County's Regulated Drainage System are designated on this plat as Regulated Drainage Easements (RDE's). The Allen County Drainage Board has jurisdiction over the Regulated Drains within this development (IC 36-9-27-15) and may exercise its powers and powers as provided in the Indiana Drainage Code (IC 36-9-27) relative to those drains (e.g., levy an annual assessment per lot). The Regulated Drains provide for the collection and conveyance of stormwater. The RDE's are established for the installation, operation, maintenance, and reconstruction of the Regulated Drains in accordance with IC 36-9-27 and with the Allen County Stormwater Management Ordinance.

The Allen County Drainage Board assumes no responsibility for any stormwater easements and/or improvements within this development that have not been accepted into the County's Regulated Drainage System. Other parties (e.g., individual lot owners or the homeowner's association) are responsible for the operation, maintenance, and reconstruction of those improvements.

Part of the North Half of the Fractional Northeast Quarter of Section 5, Township 30 North, Range 11 East, Allen County, Indiana, being more particularly described as follows, to-wit:

Commencing at the North closing Quarter corner of said Section 5, being marked by a cast iron monument; thence South 89 degrees 51 minutes 29 seconds East (GPS grid bearing used as the basis of all bearings in this description), on and along the North line of said Fractional Northeast Quarter, being within the right-of-way of Bass Road, a distance of 1580.00 feet to a survey nail at the point of intersection of said North line with the centerline of West Hamilton Road North; thence South 04 degrees 57 minutes 25 seconds West, on and along said centerline, a distance of 790.68 feet to a survey nail at an East corner of a 60.157 acre base tract of real estate described in a deed to Oakmont Development Co., LLC, in Document Number 2016016286 in the Office of the Recorder of Allen County, Indiana, this being the true point of beginning; thence South 04 degrees 57 minutes 25 seconds West, continuing on and along said centerline, a distance of 892.08 feet to a survey nail; thence North 85 degrees 02 minutes 35 seconds West, a distance of 80.00 feet to a #5 rebar; thence South 04 degrees 57 minutes 25 seconds West and parallel with said centerline of West Hamilton Road North, a distance of 40.00 feet to a #5 rebar; thence South 85 degrees 02 minutes 35 seconds East, a distance of 80.00 feet to a point on said centerline of West Hamilton Road North; thence South 04 degrees 57 minutes 25 seconds West, on and along said centerline, a distance of 85.64 feet to a survey nail at the point of intersection of said centerline with the South line of the North Half of said Fractional Northeast Quarter; thence South 89 degrees 41 minutes 35 seconds West, on and along said South line, a distance of 189.00 feet to the point of intersection of said South line with the centerline of Noyer Drain; thence North 07 degrees 16 minutes 01 seconds West, on and along said centerline, a distance of 25.51 feet; thence North 00 degrees 15 minutes 38 seconds West, continuing on and along said centerline, a distance of 856.08 feet; thence North 15 degrees 24 minutes 28 seconds West, continuing on and along said centerline, a distance of 35.80 feet to an East corner of Greyhawk, Section I, as recorded in Plat Cabinet G, page 153, in the Office of said Recorder; thence North 01 degrees 23 minutes 57 seconds East, on and along an East line of said Greyhawk, Section I, a distance of 124.28 feet to an East corner of said 60.157 acre base tract; thence South 85 degrees 02 minutes 35 seconds East, on and along a North line of said 60.157 acre base tract, a distance of 291.62 feet to the true point of beginning, containing 5.583 acres of land, subject to legal right-of-way for West Hamilton Road North, and subject to all easements of record.

Springmill Woods Development, LLC, owner by virtue of that certain deed shown in Document Number 2021046742 in the Office of the Recorder of Allen County, Indiana, of the real estate shown and described herein, does hereby lay off, plat, dedicate, and subdivide said real estate into lots, streets and easements in accordance with the information shown on the plat. Further, Springmill Woods Development, LLC, hereby subjects and impresses all of said land in said addition with the limitations and easements attached hereto and made a part thereof by reference. This subdivision shall be known and designated as ASHLEY POINTE.

IN WITNESS THEREOF, Jamie S. Lancia, known to me to be the person and an opertaing member of Springmill Woods Development, LLC, organized and existing under the laws of the State of Indiana, has hereunto, on behalf of said Springmill Woods Development, LLC, set his hand and seal, this 7 day of January 2022.

Springmill Woods Development, LLC

By: [signature]
Jamie S. Lancia, Operating Member

Consent for permanent structures issued by the Allen County Drainage Board on September 23, 2021, in accordance with Indiana Code 36-9-27-72, on file at the Allen County Surveyor's Office as Drainage Board Rec. Doc. **#21-194** reference - **Ashley Pointe Regulated Drain** and Doc. **#21-195** reference - **Noyer Drain**.

CERTIFICATE OF SURVEYOR

I, Joseph R. Herendeen, hereby certify that I am a Land Surveyor registered in compliance with the laws of the State of Indiana; that based on my knowledge, experience and belief this plat and accompanying legal description accurately depicts a subdivision of real estate described in Document Number 2021046742 in the Office of the Recorder of Allen County, Indiana; that following the completion of construction and grading, all corners will be marked with 24 inch long #5 rebars bearing plastic caps imprinted "SLSI Firm 0048"; and that there has been no change from the matters of survey revealed by the survey referenced hereon or any prior subdivision plats contained therein, on any lines that are common with this new subdivision.

I, Joseph R. Herendeen, certify the above statements to be correct to the best of my information, knowledge, and belief. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

[signature] Date: 01/03/2022
Joseph R. Herendeen, Indiana Land Surveyor

JOSEPH R. HERENDEEN REGISTERED NO. 20900190 STATE OF INDIANA LAND SURVEYOR

This plat lies entirely within a Rule 12 - IAC 865 boundary survey certified by John C. Sauer, Indiana Land Surveyor, and duly recorded under Document Number 2016041757 in the Office of the Recorder of Allen County, Indiana.

AUDITOR'S OFFICE
Duly entered for taxation. Subject to final acceptance for transfer.
FEB 15 2022
AUDITOR OF ALLEN COUNTY

APPROVALS

ALLEN COUNTY PLAN COMMISSION EXECUTIVE COMMITTEE
DATE: 2/8/22

[signature]
SUSAN L. HOOT, PRESIDENT

ABSENT
DAVID BAILEY, VICE PRESIDENT

ABSENT
F. NELSON PETERS, COMMISSIONER

[signature]
JEFFREY W. SORG, ALLEN COUNTY SURVEYOR

ALLEN COUNTY PLAN COMMISSION CORPORATE SEAL

ABSENT
~~[name]~~, COUNTY COUNCILPERSON

ABSENT
JOHN HENRY, ALTERNATE MEMBER

[signature]
JAMES WOLFF, ALTERNATE MEMBER

ZONING ADMINISTRATOR
DATE: 2-14-22
[signature]
~~BEN J. ROUSSEL~~, ~~INTERIM~~ EXECUTIVE DIRECTOR
Benjamin J. Roussel

ALLEN COUNTY BOARD OF COMMISSIONERS
DATE: 2-11-22

RICHARD E. BECK, JR., PRESIDENT

[signature]
F. NELSON PETERS, VICE PRESIDENT

[signature]
THERESE M. BROWN, SECRETARY

ATTEST: [signature]
CHRIS CLOUD, DEPUTY AUDITOR

This instrument prepared by Joseph R. Herendeen, Indiana Land Surveyor

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DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED TO AS PART OF THE DEDICATION AND PLAT OF ASHLEY POINTE, A SUBDIVISION OF FORT WAYNE, ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

SPRINGMILL WOODS DEVELOMENT, LLC, an Indiana limited liability company hereby declares that it is the Owner and Developer of real estate shown and described in this plat, and does hereby layoff, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. The Subdivision shall be known and designated as Ashley Pointe, a Subdivision in Fort Wayne, Aboite Township, Allen County, Indiana.

The Lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in Ashley Pointe, without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns. These Restrictions (as defined below) supersede and replace any previously recorded covenants and restrictions with respect to this Subdivision and plat.

The Lots are numbered from 1 to 24, inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes.

PREFACE

The Developer anticipates that it will hereafter plat and subdivide additional real estate as one or more additional sections of Ashley Pointe. The Developer intends that each owner of a Lot in all sections of Ashley Pointe shall be members of the Ashley Pointe Community Association and shall be entitled to the use and enjoyment of all property owned by the Association and that each owner shall be bound by the Articles of Incorporation and By-Laws of the Association.

It shall be the obligation of the Ashley Pointe Community Association to make provision for the maintenance of the Common Areas designate on the face of the plat and the Common Areas in all sections of Ashley Pointe. The Common Areas shall be subject to easements which

AUDITOR'S OFFICE
Duly entered for taxation subject
to final acceptance for transfer.

FEB 15

AUDITOR OF ALLEN COUNTY

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are hereby reserved for any public agency or authority and any utility for the installation and maintenance of surface drainage facilities and underground utilities serving or benefiting any of the Properties, as hereinafter defined. All conveyances of Common Area to the Association shall be subject to such easements without being written herein.

This Preface and its statements shall be deemed a covenant of equal force and effect as all other herein set forth.

ARTICLE I
Definitions

The terms hereinafter set forth shall have the following meanings:

Section 1. "Association" shall mean and refer to Ashley Pointe Community Association, Inc., its successors and assigns.

Section 2. "Board of Directors" shall mean the board of directors of Ashley Pointe Community Association, Inc.

Section 3. "Builder" shall mean Lancia Homes, Inc., an Indiana corporation.

Section 4 "By-Laws" shall mean the By-Laws initially adopted by Ashley Pointe Community Association, Inc., and all amendments and additions thereto.

Section 5. "Ashley Pointe" shall mean and refer collectively to each section of the Ashley Pointe development as it may be changed from time to time.

Section 6. "Committee" shall mean the Architectural Control Committee specifically established under Article VI of these Restrictions. So long as there is a Class B Member (as defined below), the Committee shall be composed of three (3) members appointed by the Developer and who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time shall be filled by appointment by the Developer. When there is no longer a Class B Member, the Association shall determine the composition and number of members of the Committee pursuant to rules and procedures adopted by the Association.

Section 7. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association or the Developer for the common use and enjoyment of the Owners in the Subdivision, as shown on the respective plat of said Subdivision, and as may be added in accordance with Article II, Section 3, of these Restrictions.

Section 8. "Developer" shall mean Springmill Woods Development, LLC, an Indiana Corporation, its assigns, successors or successors in interest, and any person, firm or corporation designated by it or its said successor or successor in interest.

Section 9. "Dwelling Unit" shall mean and refer to the structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.

Section 10. "Lot" shall mean any of said Lots in Ashley Pointe, as platted or any tract of land as conveyed originally or by subsequent Owners, which may consist of one or more Lots or parts of one or more Lots, upon which a dwelling may be erected in accordance with the restrictions hereinafter set forth.

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Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by the Developer as additional sections of Ashley Pointe.

Section 13. "Restrictions" shall mean and refer to the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to as part of the Dedication and Plat of Ashley Pointe.

Section 14. "Subdivision" shall mean Ashley Pointe, a Subdivision located in Fort Wayne, Aboite Township, Allen County, Indiana.

ARTICLE II
Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against said Owner's Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction by said Owner, or the Owner's family, tenants, contract purchasers or invitees of its published rules and regulations after hearing by the Board of Directors of the Association;

(c) easements reserved herein for any public agency or authority and any utility for the installation and maintenance of surface drainage facilities and underground utilities serving or benefiting any of the Properties; and

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by 75% of each class of members of the Association agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, said Owner's right of enjoyment to the Common Area and facilities to the members of his/her family, his/her tenants, or contract purchasers who reside on the property.

Section 3. Additions to Common Area. The Developer reserves the right, so long as Class B members of the Association exist, to convey and transfer to the Association such additional real and/or personal property as the Developer within its sole discretion deems

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appropriate, and the Association shall accept such transfer and shall hold such property as a part of the Common Area of the Subdivision.

ARTICLE III
Association Membership and Voting Rights

Section 1. Organization. There has been organized in connection with the development of Ashley Pointe, and its various sections, an incorporated not-for-profit association known as Ashley Pointe Community Association, Inc. (the "Association").

Section 2. Membership and Voting Rights. Every Owner of a Lot shall be a member of the Association, together with all other Owners in the Subdivision. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3. Classes of Membership. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, together with all other Owners in the Subdivision exclusive of the Developer. Owners shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest on any Lot, all such persons shall be member(s). The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. The "Class B member(s)" shall be the Developer. The Developer shall be entitled to five (5) votes for each Lot owned in Ashley Pointe. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when title to all Lots in Ashley Pointe, have been conveyed, **or**
(b) on January 1, 2032.

Section 4. Membership Transfer. Membership in the Association will transfer from the Developer or its successor in interest to the Owner upon delivery of the Deed to Owner's Lot.

Section 5. Continuing Memberships. The Owner of any Lot shall continue to be a member of the Association so long as such Owner continues to be the Owner of a Lot for the purpose herein mentioned. Membership shall pass with the transfer of title to the Lot.

Section 6. Transfer of Membership Rights and Privileges in the Association. Each Owner, and in lieu thereof, (and with the written consent of such Owner to the Association) each lessee of a Lot shall be a member of the Association and have the right to the Owner's vote and privileges. Membership, where assigned to a lessee, will pass with the lease, except if the Owner withdraws his/her consent in writing to the Association. The Owner may withdraw his/her membership assignment to any lessee in his/her discretion by issuing a sixty (60) day notice in writing to the Association. No assignment of membership shall relieve an Owner of the Lot from the obligation to pay any assessment authorized by these Restrictions.

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ARTICLE IV
Covenant for Maintenance Assessments; Association Maintenance

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting the Developer, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments or charges for capital improvements; and (3) Lot maintenance assessments or charges. Such assessments and charges shall be established and collected as hereinafter provided. The annual, special, and Lot maintenance assessments and charges, together with interest, costs, and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them. The exception providing that the Developer shall not be required to pay the above-listed charges and/or assessments, shall not be modified without the express written consent of the Developer.

Section 2. Purpose of Assessments or Charges. The annual assessments or charges levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners in all sections of Ashley Pointe, including, but not limited to, the improvement and maintenance of the Common Area, the maintenance of any Lot prior to the commencement of construction of a Dwelling Unit thereon, supplies, maintenance of street lighting, maintenance of the sprinkling system situated on the Common Area, storm water detention basins, outlet pipes and water level control structures, removal of snow from the streets, payment of insurance and taxes, and all other things necessary or desirable in the opinion of the Board of Directors of the Association in connection therewith. Additionally, all sanitary sewer lines and facilities serving the Subdivision and Dwelling Units which are not the responsibility of the sanitary sewer utility provider shall be maintained by the Association in the same manner as the Common Areas, with all provisions regarding maintenance and assessments of and relating to the Common Areas also applying to such sanitary sewer facilities. Notwithstanding the foregoing, sanitary sewer pipes and facilities within a Dwelling Unit are the responsibility of the Owner of such Dwelling Unit.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance by the Developer of the first Lot to an Owner, the maximum annual assessment shall be One Thousand Nine Hundred and Seventy-Five and 00/100 Dollars ($1975.00) per Lot, payable in equal quarterly installments.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year to an amount not more than one hundred ten percent (110%) of the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year to an amount not more than one hundred ten percent (110%) of the maximum assessment by the affirmative vote of each class of members.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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Section 4. Special Assessments or Charges. In addition to the annual assessments or charges authorized above, the Association may levy, in any assessment year, a special assessment or charges applicable to that year only for the purpose of defraying, in whole or in part, (1) the cost of any construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; (2) any budget shortfall; or (3) emergency need of the Association, provided that any such assessment shall have the vote or written assent of fifty-one percent (51%) of each class of members of the Association.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Any action authorized under Sections 3 and 4 and requiring an affirmative vote or written assent of a certain percentage of the Association membership shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite fifty-one percent (51%) of each class of members, members who were not present in person or by proxy may give their assent in writing, providing the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments or charges must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or yearly basis as the Board of Directors may determine from time to time.

Section 7. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to all Lots (excepting Lots owned by the Developer) and be due on the following dates of each calendar year: January 15, April 15, July 15, October 15. The first annual assessment shall be adjusted according to the number of days remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors of the Association. 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 on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments or Charges: Remedies of the Association; Administrative Fee for Preparation of Association Letter. Any assessment or charge not paid within thirty (30) days after the due date shall bear interest from the due date at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. In any successful action, the Association shall be entitled to recover all of its costs and expenses, including attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot. If any Owner shall fail, refuse, or neglect to make any payment of any Assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid Assessments to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the Office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, and be enforced in the same manner as, a mortgage lien under Indiana law, and shall include attorney's fees, title expenses, interest, and any costs of collection.

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Should any Owner request that the Association prepare a letter or invoice for current balance of assessments and charges for a particular Lot, then the Association may charge an administrative cost in the amount of Seventy-Five Dollars ($75.00) to prepare letter. Such administrative charge may be increased in the future by authorization of the Association and notification of the same at the annual members' meeting.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments or charges provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien for such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Building Exteriors, Landscaping and General Maintenance. The Association will maintain the exterior portion, excluding the roof, of each Dwelling Unit in good condition and repair, including painting, staining, repair and replacement of wood siding as necessary, removal of snow from driveways and sidewalks, and maintain the lawn and landscaping on each Lot. The frequency and manner of performance of such maintenance shall be determined solely by the Board of Directors of the Association. The Association shall not be responsible for the repair or maintenance of decks and screened-in porches, any concrete on a Lot, or yard lights and other exterior lights, including replacement of bulbs, nor for window washing and glass replacement. The Board of Directors of the Association may, at its option by appropriate resolution, transfer to each Lot Owner the maintenance responsibility for that portion of the lawn and/or landscaping on each Lot which was not initially installed or planted by the Developer or its successor in interest. In such event, the Association shall keep and make available to each Lot Owner a drawing or other suitable record of such original landscaping which the Association is to maintain. Each Lot Owner shall be permitted to perform or cause to be performed at the Owner's sole expense, maintenance or repairs on the exterior of any Dwelling Unit on his/her Lot which would otherwise fall within the maintenance responsibility of the Association hereunder, subject to prior written approval from the Architectural Control Committee. The Association shall provide for trash collection service by one (1) and only one (1) trash collection service at any one time. The Association will provide for snow removal.

Section 11. Specific Owner Maintenance; Other Maintenance. Each of the Owners will bear the responsibility, cost and expense of irrigating and/or watering their respective lawns and landscaping. Except to the extent of the Association's responsibility for maintenance and repair as above provided, each Owner shall, at his/her sole cost and expense, maintain and repair his/her Lot and the improvements situated thereon, keeping the same in good condition and repair, including those items specifically excluded from the Association's responsibilities and any other maintenance and repair responsibilities not expressly included among such responsibilities, as set forth above. In the event any Owner shall fail to maintain and repair his/her Lot and the improvements thereon as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law and without waiving any of said alternative remedies, shall have the right, through its agents and employees to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the Dwelling Units and any other improvements erected thereon; and each Owner (by acceptance of a Deed for his/her Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand. Such costs incurred and demanded by the Association, together with interest, costs and reasonable attorney's fees, shall have the same status as both a continuing lien on the Lot and improvements and the personal obligation of the Owner as an assessment made under Article IV, Section 7 hereof, and the failure

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of any such Owner to pay the same shall carry with it the same consequences as a failure to pay such an assessment when due.

Section 12. Maintenance Easements. The Association and the Owner of any Lot whose Dwelling Unit is constructed up to or within nine (9) feet of an interior Lot line shall have an access easement over a portion of the adjacent Lot which shall be five (5) feet in width measured from said Lot line, for the entire length of said Lot line separating the two Lots, for purposes of maintaining, replacing, and repairing the exterior of the Dwelling Units so located. This access easement shall extend to the agents, employees, and independent contractors of either the Association, the Owner, or both. Any damage to an adjacent Lot or landscaping on an adjacent Lot shall be repaired at the expense of the Association, the Owner, or their respective agents, employees or independent contractors utilizing this easement.

ARTICLE V
Party Walls in One-Family Attached Dwellings

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of a Dwelling Unit upon a Lot and placed on the dividing line between the Lots and shared with another Dwelling Unit on the Lot adjacent thereto shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it. and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing and Roofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to Owner's successors in title.

Section 6. Easement. The Owner of any Lot on which the Dwelling Unit has a party wall, or was constructed close to on upon a Lot line for the purpose of having a party wall shall have an easement over a reasonable portion of the adjacent Lot for purposes of maintaining, replacing and repairing the exterior of the Dwelling Unit. Any damage to an adjacent lawn or landscaping shall be repaired at the expense of the Owner of the benefited Dwelling Unit.

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Section 7. Arbitration. In the event of any dispute arising concerning a party wall. or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VI
Architectural Control

No fence, wall, deck, swimming pool or spa, swing set, or play equipment shall be commenced, erected, altered or maintained upon any Lot. No exterior addition to or change or alteration of any Dwelling Unit (including siding or painting), invisible pet fencing, exterior lighting, lawn ornaments, or other non-living landscaping ornamentation device may be made, commenced, erected, and/or altered, as the case may be, until two (2) sets of plans and specifications showing: (1) the location of improvements on the Lot (site plan); (2) the location of the driveway on the site plan; (3) front, rear, and side elevations shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Committee. The Committee's approval or disapproval, as required in these Restrictions, shall be in writing. In the event the Committee fails to approve or disapprove such plans within sixty (60) days after receipt, such plans shall be deemed disapproved. No structure of any kind which does not comply fully with such approved plans shall be erected, constructed, placed, or maintained upon any Lot, and no change or deviations in or from such plans as approved shall be made without the Committee's prior written consent. Neither the Developer, the Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors, or assigns shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting there from. Every person and entity who submits plans to the Committee agrees, by submission of such plans, that he/she or it will not bring any action or suit against the Committee or the Developer to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action whatsoever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission or any complete set(s) of plans to the Developer's office for review by the Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building of structure therein described, and no adjacent Lot Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein. In the event the Committee of the Association shall prevail in any litigation brought for the purpose of enforcing compliance with the provisions of this Article VI, it shall be entitled to recover from the defendants' reasonable attorney fees and costs incurred in such enforcement. Additionally, it is the intention of Developer that the Dwelling Units in the Subdivision remain unmodified as to square footage and configuration and that fencing, patios, and other exterior elements be uniform throughout the Subdivision. As such, additional approval from the Allen County, Indiana Zoning Administrator shall be required for any similar exterior alterations, additions, or modifications of or related to any Dwelling Unit.

ARTICLE VII
General Provisions

Section 1. Residential Purposes. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot except in conformance with the models and specifications set forth in the Developer (or the Association,

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after such time as the Developer (or its affiliated builder) no longer owns any Lots within the Subdivision). All front elevations must have some natural materials.

Section 2. Home Occupations. No Lot shall be used for any purpose other than as a single-family residence, except by approval of the Developer, a builder may use his/her/its home as a model and/or sales center for other homes he/she/it is building in Ashley Pointe, and except that a home occupation, defined as follows may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family residing in said Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that indicates from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a Dwelling Unit; (b) no commodity is sold upon the Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit; and (d) no mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, licensed child care center or other licensed or regulated babysitting service, any type of auto repair services, animal hospital, or any form of animal care or treatment such as dog trimming, breeding or kennel be construed as a home occupation.

Section 3. Subdivision of Lots. No Lot or combination of Lots may be further subdivided unless seventy-five percent (75%) of the Owners have approved by signing an instrument of approval and until said approval has been obtained from the Allen County Plan Commission or Zoning Administrator.

Section 4. Improvements; Landscaping; Holiday Ornamentation. Before any Dwelling Unit on any Lot in this Subdivision shall be used and occupied as a dwelling or otherwise, the Developer or any subsequent Owner of such Lot shall install improvements serving such Lot as provided in the plans and specifications for such improvements filed with the appropriate governmental authorities, together with any amendments or additions thereto which said governmental authorities may authorize or require. This covenant shall run with the land and be enforceable by any governmental authority having jurisdiction over the Subdivision, by the Association, or by any aggrieved Lot Owner in this Subdivision. Upon completion of any Dwelling Unit, landscaping along the front of the Dwelling Unit, of a type and layout approved by the Architectural Control Committee, must be installed within nine (9) months of such completion of the Dwelling Unit. No holiday decorations and ornamentation shall be put on the exterior of a Dwelling Unit more than thirty (30) days prior to such holiday. Additionally, all such holiday decoration and ornamentation must be taken down and removed no later than thirty (30) days after such holiday.

Section 5. Permits and Certificates. Before any Dwelling Unit located on any Lot may be used or occupied, such user or occupier shall first obtain from the Allen County, Indiana Zoning Administrator, or its successor agency, an improvement location permit and a certificate of occupancy as required by the Allen County, Indiana Zoning Ordinance.

Section 6. Time for Building Completion and Restoration. Every Dwelling Unit on any Lot shall be completed within twelve (12) months after the beginning of such construction. No improvement which has been partially or totally destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

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Section 7. Building Sizes. All Dwelling Units must be two (2)-story residential structures that share a party wall with at least one (1) other Dwelling Unit. No Dwelling Unit shall be built on any Lot having a living area of the main structure, of less than 1,400 square feet.

Section 8. Garages. All Dwelling Units must have at least a full-size, attached one-car garage. Garages doors must be a minimum of eight (8) feet in width. The interior of all garages must be finished. "Finished" shall mean drywall hung, taped, mudded and sanded at a minimum.

Section 9. Building Setback. No Dwelling Unit or any improvements or structures shall be located on any Lot nearer than ten (10) from the front Lot line. In any event, no Dwelling Unit shall be located nearer than a distance of five (5) feet to a side Lot line; provided, however, that the aggregate total distance of both side Lot lines for any Dwelling Unit without a shared wall shall be no less than ten (10) feet. No Dwelling Unit shall be located on any Lot nearer than a distance of five (5) to a rear Lot line if there is no rear setback line shown on the recorded plat. However, and not withstanding anything stated herein to the contrary, in the event that any rear Lot line runs adjacent to a Common Area, then no Dwelling Unit on such a Lot shall be located nearer than seven (7) feet to the rear Lot line. Notwithstanding the foregoing, any Dwelling Units sharing party walls with other Dwelling Units shall not have any setback requirements with respect to the side Lot lines over which the party wall sits.

Section 10. Minimum Lot Size. The minimum Lot size for the placement of a Dwelling Unit is 3,250 square feet.

Section 11. Building Materials. All Dwelling Units and other permitted structures 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 Dwelling Unit or other permitted structure on any Lots of said Subdivision and no roll roofing of any description or character shall be used on the roof of any Dwelling Unit or other permitted structure on any of said Lots. The front exteriors of all Dwelling Units must contain some physical masonry elements.

Section 12. Driveways. All driveways from the street to the garage shall be poured concrete and not less than ten (10) feet in width for a one-car garage and sixteen (16) feet for two-car garages.

Section 13. Sidewalks. Plans and specifications for this Subdivision on file with the Allen County, Indiana Plan Commission require the installation of concrete sidewalks, within the street rights-of-way in front of all Lots and all right-of-ways. Installation of said sidewalks shall be the obligation of the Owner of any such Lot, exclusive of the Developer, and shall be completed in accordance with said plans and specification and prior to the issuance of a Certificate of Occupancy for any such Lot. Should such Certificates of Occupancy be issued to the Developer, said individual or corporation shall be considered an Owner for the purposes of the enforcement of this covenant.

Section 14. Fencing. The Developer shall install one section of fencing along the shared property line parallel with the shared wall of the dwelling units. Should Owners desire to enclose the rear patio, they shall be required to match the additional sections of fencing with the fencing originally installed by the Developer. Except as set forth in this Section 14, no other fencing shall be permitted on any Lot.

Section 15. Pools and Hot Tubs. No pools or hot tubs are allowed on any Lot.

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Section 16. Mailboxes. The initial type and location of mailboxes stations shall be the responsibility of the Developer. The initial individual standard size black mailboxes placed on the mailbox stations and future maintenance of thereafter shall be the responsibility of the Lot Owner. Future maintenance of the mailbox stations shall be the responsibility of the Association.

Section 17. Radio and Television Antennas; Solar Panels. No radio or television antenna shall be allowed on the outside of any Dwelling Unit. No free standing radio or television antenna shall be permitted on any Lot. No television receiving disk or dish shall be permitted on any Lot or on any Dwelling Unit exceeding eighteen (18) inches in diameter and shall not be visible from any roadway. Any permitted television receiving disk or dish must not be visible from the front of the Dwelling Unit. Solar panels may only be placed on rooftops of Dwelling Units in such a location as to not be visible from the front of the Dwelling Unit. Additionally, the size, placement, and appearance solar panels must be approved by the zoning administrator of the County of Allen, Indiana.

Section 18. Clotheslines. No rope, wire or other device shall be installed on the exterior of any Dwelling Unit for the purpose of air drying linens or wearing apparel.

Section 19. Play Equipment. No play equipment (including swing sets, basketball goals and trampolines) will be permitted on any Lot.

Section 20. Duty to Repair and rebuild Dwelling Unit.

(a) Each Lot Owner shall, at his/her sole cost and expense, repair his/her Dwelling Unit, keeping the same in condition comparable to the condition of such Dwelling Unit at the time its initial construction was completed, excepting only usual wear and tear.

(b) If all or any portion of a Dwelling Unit is destroyed by fire or other casualty, then the Owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such Dwelling Unit in a manner which will substantially restore it to its condition as existed immediately prior to the casualty. No improvement upon a Lot which has been partially or totally destroyed by fire or other casualty shall remain in such condition for more than three (3) months from the time such destruction or damage occurred.

Section 17. Utility and Drainage Easements. Easement for the installation and maintenance of utilities and underground drainage facilities are reserved as shown on the recorded plat. No Owner of any Lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any Dwelling Unit or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Lots. Any electric public utility charged with the maintenance of any underground installations shall have access to all easements to which said underground installations are located for operation, maintenance, and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn, or landscaping which may result from installation, repair, or maintenance of such service. No Owner shall place any improvement of any kind upon such utility and drainage easements.

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Section 18. Surface Drainage. Surface drainage easements, storm water detention basins, water quality features, and Common Areas used for drainage purposes, as shown on the plat, are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easement shall be maintained in an unobstructed and proper working condition during and after construction and the proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain, or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed and operable. It shall be the responsibility of the Builder and/or Owner to inspect rear and side swales for positive drainage conditions prior to closing on the Lot. The Developer shall be relieved of any responsibility for repair of the swales on the Lot following the closing of the Lot to either the Builder or the Owner. The Association shall be responsible for all Common Areas, including the storm water detention basins within.

Section 19. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets, as shown on the recorded plat of this Subdivision, are hereby reserved and granted to the Developer, the Association, and any public or quasi-public utility company engaged in supplying one or more of the utility services and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 20. Flood Protection Grade. In order to minimize potential damages from surface water, flood protection grades are established as set forth on the face of the plat of the Subdivision. All Dwelling Units to be constructed on the Lots designated herein shall be constructed at or above the minimum flood protection grades; such grades shall be the minimum elevation of a first floor or basement floor, if applicable, as shown on the recorded plat of this Subdivision. All Dwelling Units shall be constructed in accordance with the current FEMA regulations.

Section 21. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lots in this Subdivision.

Section 22. Sanitary Sewer Restrictions. No rain and storm water runoff or such things as sump pump water discharge, 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.

Section 23. Use of Other Structures and Vehicles; Parking. No structure of a temporary character, trailer, recreational vehicle (RV), camper shell, all-terrain vehicle (ATV), camper or camping trailer, detached basement, tent, shack, detached garage, dog house, barn or other outbuilding shall be either used or located on any Lot, or adjacent to any Lot, public street or right-of-way within the Subdivision at any time, or used as a residence either temporarily or permanently. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any Lot (except in the garage) or on any street in the Subdivision. No trailer, boat, truck, or other vehicle, except an automobile, shall be parked on any street in the Subdivision or left outside

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the garage of any Dwelling Unit for a period of time greater than twenty-four (24) hours in any calendar month. No off-street parking shall be allowed except on driveways or in garages. No on-street parking shall be allowed except in areas designated for the same by the governmental subdivision having authority over traffic control. Notwithstanding the foregoing, there shall be no on-street parking allowed when it would impede snow removal.

Section 24. Animals; Pet Waste. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Owners shall be responsible for picking up all pet waste and droppings of their pets. The Association may establish reasonable regulations regarding the same.

Section 25. Hunting Shooting or Trapping. No hunting, shooting or trapping shall be permitted in the Subdivision except by written consent of the Association which shall allow the same for the sole purpose of protecting and preserving the Common Areas or to prohibit any such animal from becoming a nuisance. Provided, however, that trapping of animals may be attempted for purposes of pest and rodent control, at the direction of the Board of Directors.

Section 26. Drilling, Refining, Quarrying and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 27. Signs. No sign of any kind shall be displayed to the public view on any Lot. The Developer or a builder with approval by the Developer shall have the right to (a) erect larger signs allowed by applicable zoning regulations when advertising the Subdivision, and (b) place signs on Lots designating the Lot number of said Lots. This restriction shall not prohibit placement of occupant name signs and Lot numbers as allowed by applicable zoning regulations.

Section 28. Trash and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. No outside incinerators shall be kept or allowed on any Lot. All trash receptacles, containers, and/or dumpsters must be placed in the garage. Notwithstanding the foregoing, trash receptacles, containers, and dumpsters may be left outside for pick up for not more than thirty-six (36) hours. Any roll-off boxes or construction containers must be approved by the Architectural Control Committee.

Section 29. Fires. No outdoor fires for the purpose of burning leaves, grass, or other forms of trash shall be permitted to burn upon any street roadway or Lot in this Subdivision, other than that as related to the construction of a Dwelling Unit.

Section 30. Rights of Ingress and Egress. The rights of ingress and egress to the Subdivision shall only be in such locations as shown on the plans and specifications of this Subdivision.

Section 31. Enforceability. The Association and Developer and any Owner shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association or the Developer to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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Section 32. Partial Invalidation. Invalidation of any one of these Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 33. Covenants, Restrictions and Extensions. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date these Restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these Restrictions may be amended by an instrument signed by not less than seventy-five percent (75%) of the Owners, and provided further, the Developer, and its successors or assigns shall have the exclusive right for a period of two (2) years from the date of recording of these Restrictions to amend any of these Restrictions so long as such amendment complies with the Allen County, Indiana subdivision control ordinance and Planning and Zoning Administration and receives the approval of the Allen County, Indiana zoning administrator.

Section 34. Cost and Attorney's Fees. In the event the Association or Developer is successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, assessment or charge now or subsequently imposed by the provisions of these Covenants, they shall be entitled to recover from the party against whom the proceeding was brought, the attorney fees and related costs and expenses incurred in such proceeding.

IN WITNESS WHEREOF, SPRINGMILL WOODS DEVELOMENT, LLC, a limited liability company organized and existing under the laws of the State of Indiana, Owner of the real estate described in said Plat, has hereunto set its hand by its duly authorized officer.

Dated this 12 day of January, 2022.

SPRINGMILL WOODS DEVELOPMENT, LLC

By: _____
Jamie S. Lancia, Member

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STATE OF INDIANA)
) §§:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Jamie S. Lancia, known by me to be the duly authorized and acting Member of SPRINGMILL WOODS DEVELOPMENT, LLC, an Indiana limited liability company, and acknowledged the voluntary execution of the above and foregoing instrument on behalf of said Company for the purposes and uses therein set forth. In witness whereof, I have hereunto subscribed my name and affixed my official seal this 18 day of January, 2022.

My Commission Expires:
10/11/2029

Notary Public

Printed: Lisa R Faux

Resident of Allen County, IN

Pursuant to IC 36-2-11-15(d): I/We affirm, under the penalties for perjury, that I/we have taken reasonable care to redact each Social Security number in this document, unless required by law.
Robert C. Kruger

Prepared by:
Robert C. Kruger, Attorney-at-Law
Burt, Blee, Dixon, Sutton & Bloom, LLP
200 East Main Street, Suite 1000
Fort Wayne, IN 46802 • 260.426.1300

NOTARY PUBLIC SEAL INDIANA

LISA R FAUX, Notary Public
Allen County, State of Indiana
Commission Number NP0736718
My Commission Expires October 11, 2029

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