DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED TO AS PART OF THE DEDICATION AND PLAT OF CAPPELLI COVES, A SUBDIVISION OF WASHINGTON TOWNSHIP, CITY OF FORT WAYNE, 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 Cappelli Coves, a Subdivision in Washington Township, City of Fort Wayne, 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 Cappelli Coves, 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.

The Lots are numbered from 1 to 52, 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 Cappelli Coves. The Developer intends that each owner of a Lot in all sections of Cappelli Coves shall be members of the Cappelli Coves 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 Cappelli Coves 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 Cappelli Coves. The Common Areas shall be subject to easements which 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 Cappelli Coves Community Association, Inc., its successors and assigns.

Section 2. "By-Laws" shall mean the By-Laws initially adopted by Cappelli Coves Community Association, Inc., and all amendments and additions thereto.

Section 3. "Builder" shall mean Lancia Homes, Inc.

Section 4. "Committee" shall mean the Architectural Control Committee specifically established funder Article V of these Restrictions, 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.

Section 5. "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 6. "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 7. "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 8. "Lot" shall mean any of said Lots in Cappelli Coves, 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. PROVIDED, HOWEVER, no tract of land consisting of part of any one Lot or parts of more than one Lot shall be considered a "Lot" unless said tract of land has a minimum of fifty (50), feet width at the established building line as shown on the plat.

Section 9. "Cappelli Coves" shall mean and refer collectively to each section of the Cappelli Coves development as it may be changed from time to time.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "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 Cappelli Coves.

Section 12. "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 Cappelli Coves.

Section 13. "Subdivision" shall mean Cappelli Coves, a Subdivision located in Washington 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 two-thirds (2/3) 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 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 Cappelli Coves, and its various sections, an incorporated not-for-profit association known as Cappelli Coves 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 lot 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 Lot 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 Cappelli Coves. 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 Cappelli Coves, have been conveyed, **or**
(b) on December 31, 2024.

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.

ARTICLE IV
Covenant for Maintenance Assessments

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 Cappelli Coves, 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, maintenance of swimming pool, 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, maintenance and improvement of the lake(s), 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.

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 Two Hundred Fifty and 00/100 Dollars ($250.00) per Lot.

(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 not more than fifteen percent (15%) above 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 above fifteen percent (15%) 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.

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) on the first day of the month following the first conveyance of Common Area by the Developer to the Association. 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. 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, the Club facilities, 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.

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.

ARTICLE V
Architectural Control

No building, fence, wall, deck swimming pool or spa, improvement, construction, excavation, exterior lighting, swing set, play equipment, statues, lawn ornaments or other non-living landscaping ornamentation device, or other structure shall be commenced, erected, altered or maintained upon any Lot, nor shall any exterior addition to or change or alteration of any Dwelling Unit be made 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 Architectural Control 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 approved. 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 Architectural Control 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 Architectural Control 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 Architectural Control 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 V, it shall be entitled to recover from the defendants reasonable attorney fees and costs incurred in such enforcement.

ARTICLE VI
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 other than one (1) detached single-family dwelling not to exceed two (2) stories in height. Each Dwelling Unit shall include, not less than, a two-car garage, which shall be built as part of said structure and attached thereto. 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 Cappelli Coves, 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 Lot Owners have approved by signing an instrument of approval and until said approval has been obtained from the Allen County Plan Commission.

Section 4. Improvements. 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.

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.

Section 7. Building Sizes. No Dwelling Unit shall be built on any Lot having a living area of the main structure, exclusive of one-story open porches, breezeways or garages, of less than 1,100 square feet for a one-story Dwelling Unit, nor less than 1,450 square feet for a one and one-half story and a two story Dwelling Unit.

Section 8. Garages. All Dwelling Units must have at least a full-size, attached two-car garage.

Section 9. Building Setback. No Dwelling Unit or any improvements or structures shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded Plat. In any event, no 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 shall be no less than ten (10) feet. No Dwelling Unit shall be located on any Lot nearer than a distance of twenty-five (25) feet 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 fifteen (15) feet to the rear Lot line.

Section 10. Minimum Lot Size. The minimum Lot size for the placement of a Dwelling Unit is 6,250 square feet. The minimum width at the building setback line of a Lot is fifty (50) 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.

Section 12. Driveways. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width.

Section 13. Sidewalks. Plans and specifications for this subdivision on file with the Allen County 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, and the cost of said installation shall be a lien against any such Lot enforceable by the Allen County Plan Commission or its successor agency. 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 only fencing permitted shall be an open unobstructed split rail (two rails high) or a picket fence, either not to exceed four (4) feet high or a privacy fence around an immediate patio of not more than six (6) feet which must be approved in writing by the Architectural Control Committee. A variance from these fence requirements may be obtained in writing from the Architectural Control Committee prior to construction of any fence, in accordance with Article V herein.

Section 15. Pools and Hot Tubs. No above ground pool, which requires a filtration system or other above ground pool which is more than six (6) feet in diameter and eighteen (18) inches deep shall be placed or maintained on any Lot. Below surface grade pools of any shall not be placed on any Lot without the prior written approval of the Architectural Control Committee in accordance with Article V herein. At the time of installation of any type of pool or hot tub, safety fencing must be installed in accordance with Article VI, Section 14, herein.

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. No radio or television antenna with more than ten (10) square feet of grid area or which attains a height of three (3) feet above the highest point of the roof shall be attached to 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. No solar panels attached or detached shall be permitted.

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 without prior written approval of the Architectural Control Committee in accordance with Article V herein. The Architectural Control Committee reserves the right to limit the size, color and location of said equipment.

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 21. 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.

Section 22. Surface Drainage. Surface Drainage Easements, Stormwater Detention Basins 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 County Surveyor or a 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.

Section 23. 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 contemplated in Sections 21 and 22 or this Section 23 of this Article VI, 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 24. Flood Protection Grade. In order to minimize potential damages from surface water, flood protection grades are established as set forth below. 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.

LOT NO.	*MINIMUM FLOOD PROTECTION GRADES*
26-27	835.4
39-44	835.4
46-49	835.4

Section 25. 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 26. 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 27. Use of Other Structures and Vehicles. No structure of a temporary character, trailer, boat trailer, boat, truck, commercial vehicle, 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 anytime, 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.

Section 28. Animals. 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.

Section 29. 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 30. 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 31. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet, advertising such Lot for sale or rent, or signs used by a builder to advertise such Lot during the construction and sales period. 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 32. 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.

Section 33. .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 34. 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 35. Enforceability. The Association, Developer, the Allen County Plan Commission, 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, the Allen County Plan Commission, 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.

Section 36. 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 37. 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 Lot Owners, and provided further, the Developer, its successors or assigns shall, with the approval of the Allen County Plan Commission, 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.

Section 39. 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 22 day of November, 2017

SPRINGMILL WOODS DEVELOMENT, LLC

By:_____
James J. Lancia, Member

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared James J. Lancia, known by me to be the duly authorized and acting Member of SPRINGMILL WOODS DEVELOMENT, 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, this 22 day of November, 2017

Diane E Fiedler
Notary Public
Printed: Diane E Fiedler
County of Residence: Allen

My Commission Expires:
January 28, 2018

Prepared by:

Dennis D. Sutton, Attorney-at-Law
Burt, Blee, Dixon, Sutton & Bloom, LLP

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