Cab G pg 64

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RECORDED: 08/12/2013 08:40:27 AM
JOHN MCGAULEY
ALLEN COUNTY RECORDER
FORT WAYNE, IN

Secondary Plat
Deer Hollow - Section I

A Subdivision Located in the North Half of Section 6,
Township 32 North, Range 13 East.

Allen County, Indiana

Scale 1" = 100 ft
08/02/2013

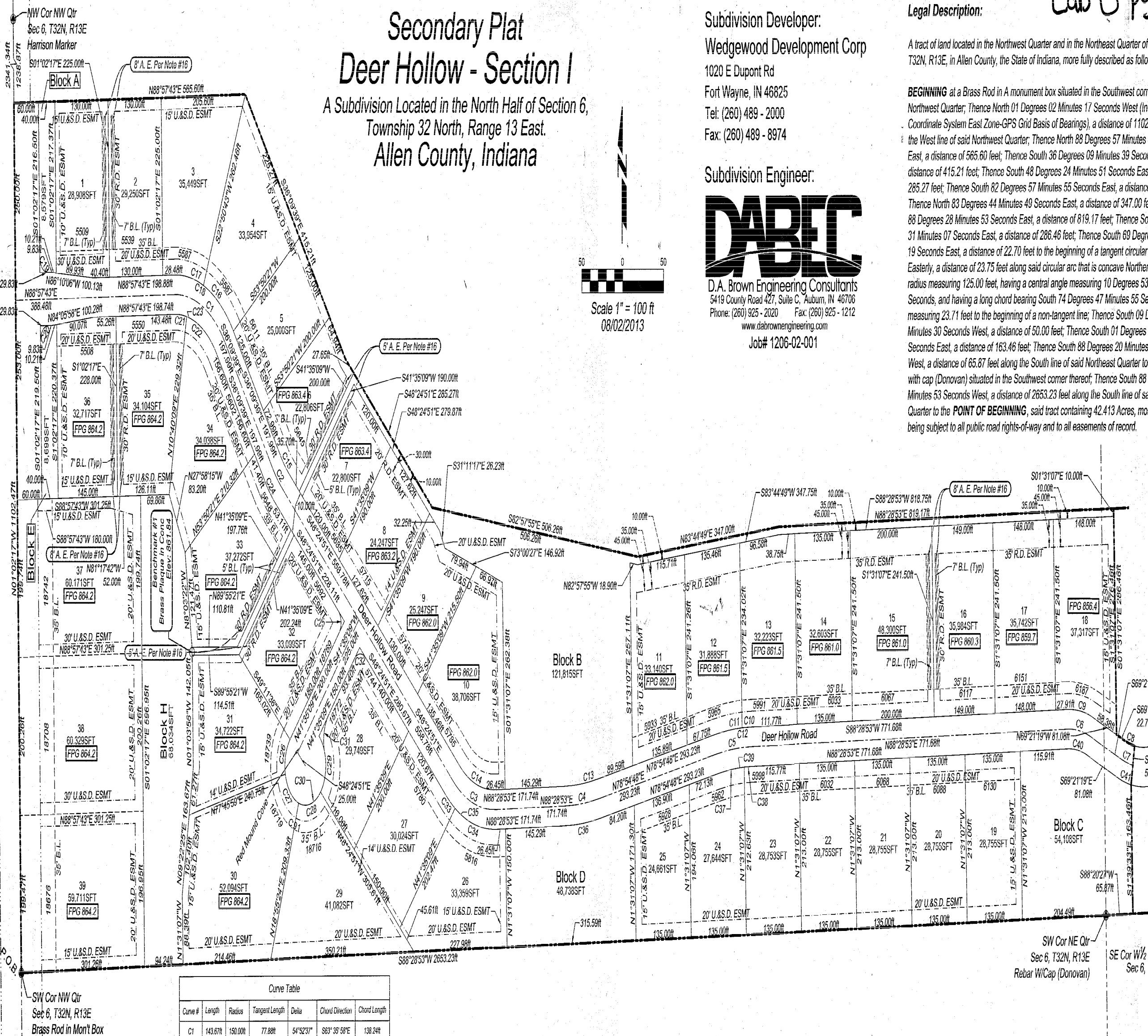
Subdivision Developer:
Wedgewood Development Corp
1020 E Dupont Rd
Fort Wayne, IN 46825
Tel: (260) 489 - 2000
Fax: (260) 489 - 8974

Subdivision Engineer:
DABEC
D.A. Brown Engineering Consultants
5419 County Road 427, Suite C, Auburn, IN 46706
Phone: (260) 925 - 2020 Fax: (260) 925 - 1212
www.dabrownengineering.com
Job# 1206-02-001

Legal Description:

A tract of land located in the Northwest Quarter and in the Northeast Quarter of Section 6, T32N, R13E, in Allen County, the State of Indiana, more fully described as follows:

***BEGINNING** at a Brass Rod in A monument box situated in the Southwest corner of said Northwest Quarter; Thence North 01 Degrees 02 Minutes 17 Seconds West (Indiana State Plane Coordinate System East Zone-GPS Grid Basis of Bearings), a distance of 1102.47 feet along the West line of said Northwest Quarter; Thence North 88 Degrees 57 Minutes 43 Seconds East, a distance of 565.60 feet; Thence South 36 Degrees 09 Minutes 39 Seconds East, a distance of 415.21 feet; Thence South 48 Degrees 24 Minutes 51 Seconds East, a distance of 285.27 feet; Thence South 82 Degrees 57 Minutes 55 Seconds East, a distance of 506.26 feet; Thence North 83 Degrees 44 Minutes 49 Seconds East, a distance of 347.00 feet; Thence North 88 Degrees 28 Minutes 53 Seconds East, a distance of 819.17 feet; Thence South 01 Degrees 31 Minutes 07 Seconds East, a distance of 286.46 feet; Thence South 69 Degrees 21 Minutes 19 Seconds East, a distance of 22.70 feet to the beginning of a tangent circular arc; Thence Easterly, a distance of 23.75 feet along said circular arc that is concave Northerly, having a radius measuring 125.00 feet, having a central angle measuring 10 Degrees 53 Minutes 11 Seconds, and having a long chord bearing South 74 Degrees 47 Minutes 55 Seconds East and measuring 23.71 feet to the beginning of a non-tangent line; Thence South 09 Degrees 45 Minutes 30 Seconds West, a distance of 50.00 feet; Thence South 01 Degrees 39 Minutes 33 Seconds East, a distance of 163.46 feet; Thence South 88 Degrees 20 Minutes 27 Seconds West, a distance of 65.87 feet along the South line of said Northeast Quarter to a Rebar stake with cap (Donovan) situated in the Southwest corner thereof; Thence South 88 Degrees 28 Minutes 53 Seconds West, a distance of 2653.23 feet along the South line of said Northwest Quarter to the **POINT OF BEGINNING**, said tract containing 42.413 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record.*



Curve Table						
Curve #	Length	Radius	Tangent Length	Delta	Chord Direction	Chord Length
C1	143.67ft	150.00ft	77.88ft	54°52'37"	S63° 35' 58"E	138.24ft
C2	32.08ft	150.00ft	16.10ft	12°15'12"	S42° 17' 15"E	32.02ft
C3	112.85ft	150.00ft	59.24ft	43°06'16"	S69° 57' 59"E	110.20ft
C4	83.50ft	500.00ft	41.85ft	9°34'05"	N83° 41' 50"E	83.40ft
C5	87.67ft	525.00ft	43.94ft	9°34'05"	N83° 41' 50"E	87.57ft
C6	58.02ft	150.00ft	29.38ft	22°09'48"	S80° 26' 13"E	57.66ft
C7	28.50ft	150.00ft	14.29ft	10°53'11"	S74° 47' 55"E	28.46ft
C8	23.75ft	125.00ft	11.91ft	10°53'11"	S74° 47' 55"E	23.71ft
C9	67.69ft	175.00ft	34.28ft	22°09'48"	S80° 26' 13"E	67.27ft
C10	23.24ft	550.00ft	11.62ft	2°25'15"	N87° 16' 15"E	23.24ft
C11	68.61ft	550.00ft	34.35ft	7°08'50"	N82° 29' 13"E	68.56ft
C12	91.85ft	550.00ft	46.03ft	9°34'05"	N83° 41' 50"E	91.74ft
C13	79.32ft	475.00ft	39.75ft	9°34'05"	N83° 41' 50"E	79.23ft
C14	94.04ft	125.00ft	49.37ft	43°06'16"	N69° 57' 59"W	91.84ft
C15	26.73ft	125.00ft	13.42ft	12°15'12"	N42° 17' 15"W	26.68ft
C16	94.66ft	175.00ft	48.52ft	30°59'37"	N51° 39' 28"W	93.51ft
C17	72.95ft	175.00ft	37.01ft	23°53'00"	N79° 05' 47"W	72.42ft
C18	167.61ft	175.00ft	90.86ft	54°52'37"	S63° 35' 58"E	161.28ft
C19	31.42ft	20.00ft	20.00ft	90°00'00"	N46° 02' 17"W	28.28ft
C20	31.42ft	20.00ft	20.00ft	90°00'00"	N43° 57' 43"E	28.28ft
C21	29.43ft	125.00ft	14.78ft	13°29'16"	S84° 17' 38"E	29.36ft
C22	90.30ft	125.00ft	47.22ft	41°23'19"	S56° 51' 19"E	88.35ft
C23	119.72ft	125.00ft	64.90ft	54°52'37"	S63° 35' 58"E	115.20ft
C24	37.43ft	175.00ft	18.78ft	12°15'12"	S42° 17' 15"E	37.35ft
C25	31.42ft	20.00ft	20.00ft	89°59'53"	S3° 24' 51"E	28.28ft
C26	46.97ft	50.00ft	25.38ft	53°49'10"	S14° 40' 34"W	45.26ft
C27	51.35ft	50.00ft	28.20ft	58°50'35"	S41° 39' 19"E	49.12ft
C28	58.76ft	50.00ft	33.31ft	67°20'15"	N75° 15' 16"E	55.44ft
C29	52.36ft	50.00ft	28.87ft	60°00'00"	S11° 35' 09"W	50.00ft
C30	235.62ft	50.00ft	-50.00ft	270°00'00"	N86° 35' 09"E	70.71ft
C31	52.36ft	50.00ft	28.87ft	60°00'00"	N11° 35' 09"E	50.00ft
C32	31.42ft	20.00ft	20.00ft	90°00'00"	N86° 35' 09"E	28.28ft
C33	29.47ft	175.00ft	14.77ft	9°38'49"	S53° 14' 16"E	29.43ft
C34	102.19ft	175.00ft	52.60ft	33°27'27"	S74° 47' 24"E	100.74ft
C35	131.66ft	175.00ft	69.12ft	43°06'16"	S69° 57' 59"E	128.57ft
C36	87.67ft	525.00ft	43.94ft	9°34'05"	N83° 41' 50"E	87.57ft
C37	64.26ft	500.00ft	32.17ft	7°21'49"	N82° 35' 42"E	64.22ft
C38	19.24ft	500.00ft	9.62ft	2°12'16"	N87° 22' 45"E	19.24ft
C39	83.50ft	500.00ft	41.85ft	9°34'05"	N83° 41' 50"E	83.40ft
C40	48.35ft	125.00ft	24.48ft	22°09'48"	S80° 26' 13"E	48.05ft
C41	33.25ft	175.00ft	16.66ft	10°53'11"	S74° 47' 55"E	33.20ft

Notes:

1. All Right-of-Way intersection radii to be 20 feet.
2. All Right-of-Ways to be dedicated to Allen County.
3. All Cul-de-Sac Right-of-Way to be 50 foot radius.
4. All Park Areas, Common Areas, or Block Areas to have a blanket Utility and Surface Drainage Easement.
5. All buried utilities must allow for proposed Drainage Swale grades as found in plans.
6. FPG denotes Flood Protection Grade as defined in the Allen County, Indiana Stormwater Ordinance Technical Standards Manual.
7. U.&S.D. Esmt denotes Utility and Surface Drainage Easement.
8. BL denotes Building Line
9. Utility Esmt denotes Utility Easement.
10. SL Esmt denotes Street Light Easement.
11. SD Esmt denotes Surface Drainage Easement.
12. RD Esmt denotes Regulated Drain Easement
13. All Lot corners and Plat corners monumented by a 5/8" x 24" rebar stake with cap (FIRM#0042) unless otherwise noted.
14. According to Flood Insurance Rate Map Community Panel Number 18003 C 0065 & 18003 C 0070, "Panel not printed - No Special Flood Hazard Areas."
15. AE denotes Approved Encroachment within Regulated Drain Esmt
16. Rear yard Building Line for all lots to be 20ft.
17. Consent for permanent structures issued by the Allen County Drainage Board on March 25, 2013 in accordance with the Indiana Code 36-9-27-72, on file at the Allen County Surveyor's Office as Drainage Board Rec. Doc's 13-045. Reference Parker's Bay Legal Drain

Benchmark Data:

1. Brass Plaque in Concrete, Elev: 861.84 [NAVD '88]

Approved this 9 day of August, 2013
Allen County Board of Commissioners

President, Therese M. Brown

Vice President, F. Nelson Peters

Secretary, Linda K. Bloom

Attest:

Tera K. Klutz, CPA, Auditor
Allen County, Indiana

AUDITOR'S OFFICE
FILED
AUG - 9 2013
Tera K. Klutz
AUDITOR OF ALLEN COUNTY

RECEIVED
AUG 07 REC'D
By____

ALLEN COUNTY PLAN COMMISSION
CORPORATE
SEAL

Approved this 8th day of Aug, 2013
Allen County Plan Commission

President, Allan D. Frisinger

Vice President, Kenny Neumeister

Approved this 8th day of Aug, 2013

Allan D. Frisinger, L.S., Allen County Surveyor

Confirmed this 8th day of August, 2013
Allen County Department of Planning Services

Kimberly R. Bowman, Executive Director

We, Wedgewood Development Corp, the undersigned owners by virtue of those certain deeds shown in Document # 890036563, in the Office of the Recorder of Allen County, Indiana, of the real estate shown and described herein, do 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, we hereby subject and impress 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 Deer Hollow Section I, an addition to the County of Allen, Indiana.

In witness whereof, Wedgewood Development Corp, 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, this __ day of _______, 2013

Wedgewood Development Corp

By: ____________

Land Surveyor Certification

I, Duane A. Brown, hereby certify that I am a Land Surveyor registered in compliance with the laws of the State of Indiana; that to the best of my knowledge and belief this plat and accompanying legal description accurately represents a subdivision of real estate as described in Document No. 89-36863 in the Office of the Recorder of Allen County, Indiana; that this plat was prepared under my direct supervision; that all markers shown thereon actually exist or will be set and that their locations, size, type and material are accurately shown; that this subdivision is within the tract of real estate shown on the retracement or original survey certified by John C. Sauer as recorded in Document No. 2013016583 in the Office of the Recorder of Allen County, Indiana as required by 865 IAC 1-12-12; and that there has been no change from the matters of survey revealed by the above referenced survey, or any prior subdivision plats contained therein, on any lines that are common with this subdivision.

Dated this 2nd day of AUGUST, 2013

SIGNED: Duane A. Brown

Duane A. Brown
Auburn, IN
Indiana RLS #LS80040337

DUANE A. BROWN
REGISTERED
No. S0337
STATE OF INDIANA
LAND SURVEYOR

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. Duane A. Brown

Document Prepared By Duane A. Brown

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PRIMARY DEDICATION, DECLARATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO AND AS PART OF THE DEDICATION AND PLAT OF DEER HOLLOW, A SUBDIVISION IN PERRY TOWNSHIP, ALLEN COUNTY, INDIANA

Cab G Pg 64

THIS DECLARATION, made this 26 day of July, 2013, by WEDGEWOOD DEVELOPMENT, INC., an Indiana corporation ("Declarant"),

WITNESSETH:

A. Declarant is the owner of the real property described on Exhibit "A" attached hereto and referred to in Article IX of this Declaration, and desires to create thereon a residential community with residential lots numbered 1-58, inclusive, open spaces, and other common facilities for the benefit of the community. All streets and easements specifically shown or described are expressly dedicated to public use for their usual and intended purposes.

B. Declarant further desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities; and, for such purposes, Declarant desires to subject the real property described on the Plat, attached hereto and referred to in Article IX, together with such additions as may hereafter be made thereto (as provided in Article IX), to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the said property and each Owner thereof.

C. Declarant shall cause Deer Hollow Homeowners Association, Inc., a nonprofit corporation, or a corporation with a similar name thereto, to be formed under the laws of the State of Indiana. Declarant shall delegate and assign to the Association all the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants, conditions and restrictions, and collecting and disbursing the assessments and charges in connection with the Properties, as hereinafter provided.

NOW THEREFORE, Declarant declares that the real property referred to in Article IX, and such additions thereto as may hereafter be made pursuant to Article IX hereof, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants, Conditions and Restrictions") hereinafter set forth.

AUG -9 2013

ALLEN COUNTY PLAN COMMISSION

58

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meaning:

(a) "Association" shall mean and refer to the entity organized under the name Deer Hollow Homeowners Association, Inc., or a name similar thereto.

(b) "Board" shall mean and refer to the Board of Directors of the Association.

(c) "Common Areas" shall mean and refer to (i) those areas of land designated as Common Areas on any recorded subdivision Plat of the Properties and intended to be devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or may hereafter be constructed thereon; (ii) all areas designated as water impoundment areas on any such recorded subdivision Plat; and (iii) all other real property owned by the Association for the common use and enjoyment of the Owners.

(d) "Declarant" shall mean and refer to WEDGEWOOD DEVELOPMENT, INC., an Indiana corporation, its successors and any assignee other than an Owner, who shall receive by assignment from the said WEDGEWOOD DEVELOPMENT, INC. all or a portion of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

(e) "Declaration" shall mean and refer to this Primary Dedication, Declaration, Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended to and as Part of the Dedication and Plat of Deer Hollow, a Subdivision in Perry Township, Allen County, Indiana, dated as of the date first above referenced.

(f) "Deer Hollow" shall mean the community concept of Deer Hollow developed by Declarant, including all sections governed and to be governed by the Association.

(g) "Existing Property" shall mean and refer to the real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to Article IX.

(h) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map of the Properties which is designated as a lot therein and which is or is to be improved with a residential, single-family dwelling, which shall not include Common Areas or lots containing villas.

(i) "Member" shall mean and refer to each Owner as provided herein in Article VII.

(j) "Owner" shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot but, notwithstanding any applicable theory of mortgage or other security device, shall not mean or refer to any mortgagee or trustee under a Mortgage or Trust Deed unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

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(k) "Properties" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration, any Supplemental Declaration, and/or any additional Primary or Secondary Declaration prepared and filed of record in connection with Declarant's efforts to add property to the concept of Deer Hollow pursuant to the provisions of Article IX hereof.

ARTICLE II

USE OF PROPERTIES AND COMMON AREAS

The Properties (and the improvements situated thereon) and the Common Areas shall be occupied and used as follows:

(a) Each Lot shall be used exclusively for residential purposes, and streets and parking spaces shall be used exclusively for the parking of passenger automobiles.

(b) There shall be no obstruction of the Common Areas, nor shall anything be kept or stored in the Common Areas, nor shall anything be altered, or constructed or planted in, or removed from or destroyed or damaged in the Common Areas, without the written consent of the Board.

(c) No Owner shall permit anything to be done or kept on his Lot or in the Common Areas which will result in the cancellation of any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed in the Common Areas.

(d) No animals, livestock or poultry shall be raised, bred or kept in any portion of the Properties, except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance.

(e) Nothing shall (i) be done in any part of the Properties, nor shall (ii) any noxious or offensive activity, be carried on, nor shall (iii) any outside lighting or loudspeakers or other sound producing devices be used, which in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to the other Owners.

(f) Each Owner shall be liable to the Association for any damage to the Common Areas caused by the negligence or willful misconduct of the Owner or his family, guests, or invitee.

(g) All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including attorneys' fees.

ARTICLE III

AFFIRMATIVE AND PROTECTIVE COVENANTS

Section 1. Single Family Residence and Garages. Subject to the provisions of Section 21 of this Article III, each residential structure erected or placed on any Lot shall be designed, intended and used as a residence for a single family only, and not more than one residential structure shall be placed on any Lot. There shall be constructed and maintained with each single family residence an attached garage for not less than two (2) automobiles. Subject to approval under Section 21 of this Article III, any residence to be constructed on a Lot shall be situated on and within the building pad ("Building Pad"). Declarant

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shall have no responsibility to an Owner to provide a Building Pad for the purpose of constructing the proposed residence by an Owner, nor to extend a Building Pad for the purpose of the construction by an Owner of any portion of the proposed residence extending beyond an initial Building Pad. Declarant shall have no obligation to provide a similar pad for the construction by an Owner of any other building, structure, or improvements made to the subject Lot.

Section 2. Side Line and Front Line Set Back Restrictions. No building shall be located on any Lot nearer the front line or the side street line than the minimum building setback lines as shown on the Plat. No projection of any building shall be permitted to extend into or encroach upon the space between said building line and the street. No building shall be located nearer than a distance of five (5) feet to an interior Lot line; provided, however, that the aggregate total distance of both side yard setback lines shall be no less than twelve (12) feet. No building shall be located on any Lot nearer than twenty-five (25) feet to the rear Lot line; provided, however, should any rear Lot line run adjacent to Common Area, no building on such a Lot shall be located nearer than fifteen (15) feet to the rear Lot line.

Section 3. Minimum Lot Size. No residence shall be erected or placed on a Lot having a width of less than sixty (60) feet at the minimum building setback line, nor shall any residence be erected or placed on any Lot having an area of less than 9,500 square feet.

Section 4. Further Subdivision of Lots.

(a) The further dividing of any Lot or combination of Lots after approval by the Allen County Plan Commission by anyone other than Declarant is prohibited unless and until the Allen County Plan Commission has reviewed and approved the change. This restriction will not prohibit utilizing a portion or all of an adjoining Lot to change the size of a Lot, so long as no Lot shall have a width of less than seventy-five (75) feet at the building line.

(b) Declarant hereby reserves the right and shall be allowed to, at any time, further divide any Lot or combine Lots after approval by the Allen County Plan Commission once the Allen County Plan Commission has reviewed and approved said change. In the event of the dividing of a singular Lot by Declarant, each Lot created as a result of such division shall be considered a Lot for purposes of this Declaration, including, without limitation, subject to all assessments payable under Article VI hereof. Should Declarant combine Lots, the resulting Lot shall be considered one Lot for purposes of this Declaration, including, without limitation, subject to all assessments payable under Article VI hereof.

Section 5. Pre-Inhabitation. Before any house or building on any Lot in the Plat shall be used and occupied as a dwelling or as otherwise provided in the Declaration, the Declarant or any subsequent developing Owner of said Lot shall install all improvements serving the Lot as provided in the development plans and specifications for the Properties filed with the Board of Commissioners of Allen County. Before any Lot may be used or occupied, the Owner of such Lot shall first obtain from the Zoning Administration the improvement location permit and certificate of occupancy required by the Allen County Zoning Ordinance.

Section 6. Signs. No sign of any kind shall be displayed to the public view on a Lot except one professional sign of not more than six (6) square feet, advertising the Lot for sale, or signs used by a builder to advertise the Lot during the construction and sale period. The provision of this Section 6 shall be applicable to signs used by Declarant.

Section 7. Waste. 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 which are not visible from the front

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of any residence. All Equipment for the storage and disposal for such material shall be kept in a clean and sanitary condition.

Section 8. Antennae. Unless otherwise approved in writing by Declarant, no radio or television or other type of antennae, satellite disk or dish, or supporting structure may rise more than six (6) feet above the highest point of the roof of any building. Such antennae, satellite disk or dish, or supporting structure must be attached to the main dwelling. No towers will be permitted unless otherwise approved in writing by Declarant.

Section 9. Boats, Trailers, Etc. No boats, trailers, campers, recreational vehicles, or other vehicles of whatever kind or character other than operational automobiles shall be parked or permitted to remain on the street or on any Lot for more than an aggregate total of twenty-four (24) hours in any given seven (7) day period, unless housed completely in a garage.

Section 10. Yard Light. Each dwelling will cause a yard light or other illuminating device to be installed in the front yard fifteen (15) feet (plus or minus one (1) foot) from the street curb. Such yard light or illuminating device will be of such design and construction as shall be approved by the Architectural Control Committee; said Committee shall also have the authority to approve a change in the location of said yard light or illuminating device. Said yard light or other illuminating device shall be illuminated at all times other than daylight hours. Owner, other than Declarant, will supply at his expense said lights and equip same with sun electric cells.

Section 11. No Prefabricated Construction. All residences and other structures constructed or erected upon any Lot shall be new construction, and in no event shall any prefabricated or existing residences or garages be moved onto any Lot.

Section 12. Communication Equipment. No communication receiving or transmitting device or equipment shall be used on any Lot which interferes with the television reception on any other Lot without the prior written consent of the Architectural Control Committee, which consent may be withheld or, once given, revoked for any reason.

Section 13. Vegetable Gardens. No vegetable gardens shall be placed on any Lot except behind the residence situated on such Lot.

Section 14. Maximum Building Coverage. The total habitable floor area of the residence on each Lot shall have the following square footage restrictions which are exclusive of porches and garages:

(a) All one-story structures shall have a minimum of 1,600 square feet;
(b) All one and one-half-story structures shall have a minimum of 1,950 square feet; and
(c) All two-story structures shall have a minimum of 2,200 square feet.

All structures, exterior colors and design must be approved by the Architectural Control Committee pursuant to Section 21.1 of this Article III.

Section 15. Temporary Structures. No temporary structures of any kind shall be erected or placed on any Lot and in no instance shall more than one dwelling or residence be erected or placed on any one Lot as the same is shown on the Plat. Any garage and/or servants quarters erected more than one hundred twenty (120) days prior to the connection of the main dwelling or residence shall be considered temporary structures. In no event shall any residential dwelling upon any Lot be occupied until it has

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been fully completed in accordance with plans approved the Architectural Control Committee. No trailer, basement, tent, shack, or garage erected or placed on any Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure or a temporary character be used as a residence. However, the provisions of this Section 16 shall not apply to structures commenced, erected or maintained by the Declarant.

Section 16. Drives and Storage Tanks. All driveways from the street to the garage shall be concrete surface and not less than sixteen (16) feet in width. All oil or fuel storage tanks shall be installed underground or concealed within the main structure of the dwelling house, basement or attached garage.

Section 17. Fences. No fence shall be constructed on any Lot that is not a split-rail or picket-type fence. Said split-rail fences on Lots shall be limited to three (3) rails and not exceed four (4) feet in height. Picket-type fences shall not exceed four (4) feet in height. No Owner shall construct such a fence to contain said Owner's entire yard. The plans and specifications, as well as the proposed location of any proposed fence on any Lot, shall be approved by Declarant pursuant to the terms and conditions set forth in Article III, Section 21.1, until such time as Declarant conveys such authority to the Architectural Control Committee, as defined herein. All fences constructed on a corner Lot shall not extend into or encroach upon the space between said building line and the street on the street side of said corner Lot. In addition to the foregoing, fences shall be of wood, vinyl or wrought iron construction (no aluminum or chain link-type fence will be allowed) and meet all applicable requirements of the Allen County Zoning Ordinance.

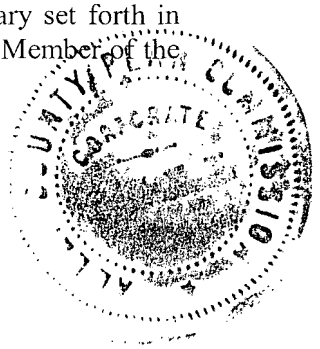
Section 18. Storage Sheds. No storage sheds, outbuildings, or other similar structures shall be allowed on any Lot, except for buildings required to house mechanical equipment servicing in-ground pools erected under Section 20 below. Any such building allowed hereunder shall meet all applicable requirements of the Allen County Zoning Ordinance. This Section 18 shall not apply to Auxiliary Buildings allowed under Section 21.4 of this Article III.

Section 19. Sidewalks. Each Owner shall provide and maintain a concrete public sidewalk across the front of his, her or their Lot prior to occupancy. Concrete sidewalks shall be five (5) feet in width.

Section 20. Pools. No above-ground pool, except for spas, whirlpools and similar structures, shall be commenced, erected or maintained on any Lot. The commencement, erection or maintenance of any in-ground pool on any Lot shall be subject to the provisions of Section 21.1 below governing the Architectural Control Committee and shall be prohibited on, in, or about any Lot within the community lacking the soil conditions suitable for such commencement, erection or maintenance of an in-ground pool thereon. No in-ground pool shall be located on any Lot nearer than a distance of six (6) feet from the rear or side property line of said Lot. In addition to the foregoing, all in-ground pools shall meet all applicable requirements of the Allen County Zoning Ordinance.

Section 21. Architectural Control.

Section 21.1. New Construction. Notwithstanding any provisions to the contrary set forth in Section 21, until such time as Declarant has conveyed title to all Lots and is no longer a Member of the Association, the following shall apply:



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(a) No Owner shall construct, or cause the construction of, a single-family residence on any Lot prior to obtaining Declarant's written approval of the licensed residential contractor the Owner intends to engage to construct said residence; and

(b) All plans and specifications for the construction of a new single-family residence shall be submitted to and approved or disapproved by Declarant pursuant to Section 21.2 below.

Section 21.2. Other Construction. No building, outbuilding, fence, wall, swimming pool or spa, or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until two (2) sets of plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by Declarant. Declarant's approval or disapproval as required in these Covenants shall be in writing. 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 changes or deviations in or from such plans as approved shall be made without Declarant's prior written consent. In the event Declarant fails to approve or disapprove such improvements or other matters within ninety (90) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection, addition, alteration, or change has been commenced prior to the completion thereof, written approval will not be required, and this Section 21.2 will be deemed to have been duly complied with by the Lot Owner. Neither Declarant nor any heirs, personal representatives, successors or assigns thereof, 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 therefrom. Every person and entity who submits plans to Declarant agrees, by submission of such plans, that he or it will not bring any action or suit against Declarant to recover any damages or to require Declarant to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete sets of plans to Declarant's office for review thereby, nor the approval thereof by Declarant, shall be deemed to guarantee or require the actual construction of the building or 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.

Once Declarant, or the Board, as appropriate, has appointed the Committee, as defined below, any plans and specifications for construction not considered new construction of a Dwelling Unit shall be submitted to and approved or disapproved by the Committee pursuant to the requirements set forth in this Section 21.2.

Section 21.3. Appointment of Committee. Declarant (or the Board following the formation by Declarant of the Association) may designate representatives to serve on the Architectural Control Committee (the "Committee"). The Committee shall consist of at least three (3) and no more than five (5) members appointed by Declarant or the Board, if applicable. Once the Committee is established by Declarant or the Board, the Committee shall assume the rights and obligations of Declarant under Section 21.2 above.

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Section 21.4. Auxiliary Buildings. An Auxiliary Building (as defined below) may be permitted on Lots 19-26, 29-31, 33-35, and 37-39, inclusive, subject to the sole and absolute discretion and approval of Declarant, or the Committee, as appropriate, pursuant to Section 21.2 above. For purposes of this Declaration, an "Auxiliary Building" shall mean a building or structure not to exceed two (2) stories and not to exceed 1,300 square feet on the first or second floors, shall not extend into the rear yard of the Lot any further than the single-family residence erected on the Lot (exclusive of patios or porches, screened-in or open), shall be constructed of materials and present an exterior design and appearance harmonious with the single-family residence constructed on the subject Lot, and the Owner of the subject Lot shall have received approval pursuant to Section 21.1 above for the location and construction of the building on the subject Lot. An Auxiliary Building, if permitted, may be used as an additional garage and storage area, game room, exercise room, loft, or for other uses similar thereto. No Auxiliary Building shall be used by an Owner as a residence, nor shall an Auxiliary Building be permitted to exist without the prior existence of a separate, single-family residence on the same Lot. At the time of the sale of any Lot by Declarant, Declarant, or its representatives, as part of the "new construction" approval process under Section 21.1 above, may grant prior approval of any Auxiliary Building to be erected at a later time. If such approval is based on plans and specifications of the Auxiliary Building that did not include the exterior design and/or appearance of the Auxiliary Building, then the Owner of the subject Lot shall seek additional approval from Declarant, or its representatives under Section 21.1 above, as to the exterior design, materials and appearance prior to commencing construction of the Auxiliary Building, which additional approval shall not be unreasonably withheld or delayed by Declarant, or its representatives.

Section 22. Flood Protection Grades. In order to minimize potential damages from surface water, flood protection grades are hereby established as set forth below. All dwellings shall be constructed at or above the minimum flood protection grades; such grades shall be the minimum elevation of a first floor or the minimum sill elevation of any opening below the first floor of any dwelling. The flood protection grades shall be Mean Sea Level Datum and shall be specifically set forth in the Secondary Plat of Deer Hollow, as approved by the Allen County Plan Commission.

The flood protection grades for Deer Hollow are as follows:

- Lots 6 and 7 = 863.4 feet
- Lot 8 = 863.2 feet
- Lots 9, 10 and 11 = 862 feet
- Lots 12 and 13 = 861.5 feet
- Lots 14 and 15 = 861 feet
- Lot 16 = 860.3 feet
- Lot 17 = 859.7 feet
- Lot 18 = 856.4 feet
- Lots 30-39 = 864.2 feet

inclusive are feet Mean Sea Level.

Section 23. Front Exteriors. All front elevations must be of natural material, i.e., wood, brick or stone, except for soffits and the use of hardi plank or vinyl siding, on a limited basis, to highlight or complement the natural material required to cover the majority of all front elevations hereunder.

Section 24. Landscaping and Lawn.

(a) All Owners shall landscape, or cause to be landscaped, their Lot, at a minimum, in a manner so as to maintain and remain consistent with the aesthetic integrity of the landscaping contained on the Properties, as defined by Declarant. Said landscaping shall be completed, or caused to be completed, by each Owner within one (1) year after the date of said Owner's certificate of occupancy, as issued by the Allen County Building Department, authorizing the Owner's occupancy of the house. The

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foregoing landscaping requirements shall not apply to Declarant nor to any Common Area or Lot owned by Declarant.

(b) All Owners, as soon as reasonably possible upon completion of construction of their house, but in no event later than one (1) year after the issuance of the certificate of occupancy by the Allen County Building Department for the subject house, shall properly grass seed or sod their Lot and maintain their yard in a condition consistent with the aesthetic integrity of the yards contained on other Lots and the Properties, as defined by Declarant.

Section 25. Utility Easements. Except for easements and Declarant's rights relating thereto as set forth in Article IV, Section 1 hereof, no Owner shall erect on a Lot, or grant to any entity 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 in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any residence or other structure on a Lot connecting it to the electrical distribution system of any electric public utility shall be provided by the Owner of the Lot who constructs the residence or structure, and shall carry not less than three (3) wires and have a capacity of not less than two hundred twenty (220) amperes. Any public utility charged with the maintenance of underground installations shall have access to all easements in which said installations are located for operation, maintenance and replacement of service connections.

ARTICLE IV

EASEMENTS

Section 1. Easements Reserved by Declarant. Easements for the installation, maintenance, repair and removal of public and/or quasipublic utilities and sewer and drainage facilities, and floodway easements are reserved by Declarant over, under and across the Properties, as shown on the recorded Plat thereof. Full ingress and egress shall be had by Declarant at all times over the Properties for the installation, operations, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easements, or with the use, maintenance, operation or installation of such utility. The grade of the land in any such easement shall not be changed or altered by any Owner of any Lot, after the said grade has been established. All utility easements as dedicated on the Plat shall be left free from all permanent structures and the removal of any obstructions, whether temporary or permanent, shall be subject to the paramount right of the utility and/or sewer installation. Declarant shall have the right to assign and transfer the easements and rights herein reserved to or for the benefit of any public or quasipublic utility.

Section 2. Surface Drainage Easements. Surface drainage easements as shown in the Plat are intended for either periodic or occasional use as conductors for the flow or surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the Association or a proper public authority having jurisdiction over storm drainage shall have the right to repair and maintain such easements, or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

Section 3. Surface Water. No rain or storm water runoff shall at any time be discharged or permitted to flow into the sanitary sewage system, which shall be a separate sewerage system from the storm water and surface water runoff outlets.

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ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Easements of Enjoyment. Subject to the provision of Section 3 of this Article, the following persons shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot:

(i) Each member and each individual in his family residing with him on his Lot.

(ii) Each tenant and contract purchaser or each Member (and each individual in the respective families of each such tenant and contract purchaser residing with each of them) who resides on the Lot owned by such member; provided, that such tenant or contract purchaser, as the case may be, shall have a right and easements of enjoyment in and to the Common Areas in lieu of such Member of his family.

Section 2. Title to the Common Areas. The Declarant may retain the legal title to the Common Areas until such time as it has completed such improvements thereon as it may elect to make and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that it shall convey the Common Areas to the Association not sooner than January 1, 2013. At any time thereafter, the Declarant may convey and transfer to the Association such additional real and/or personal property as the Declarant, in its sole discretion, deems appropriate, and the Association shall accept such transfer and hold such property as part of the Common Areas.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Areas (including limiting the number of guests of members);

(b) The right of the Declarant, and of the Association in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage the Common Areas, and the rights of such mortgagee in the Common Areas shall be subordinate to the rights of the homeowners hereunder;

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;

(d) The right of the Association, as provided in its Articles and Bylaws, to suspend the voting rights of any member and to suspend the right of any individual to use any of the Common Areas and/or common facilities for any period during which any assessment against a Lot resided upon by such individual remains unpaid, and for any period not to exceed thirty (30) days for an infraction or its rules and regulations;

(e) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities of the Common Areas; and

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(f) Subject to approval by the affirmative vote of the Association's Members, as provided in Section 2 of Article VII, the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and upon such conditions as may be agreed to by the Members.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance), for each Lot owned by any such Owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association (or to a mortgage company or other collection agency designated by the Association) Annual Assessments or charges (the "Annual Assessments"), to be paid on June 1 of each year (hereinafter called "Annual Payment Dates") or in such other installments as the Board may elect. The Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such Assessment is made. The Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the Assessments became due.

Section 2. Purpose of Annual Assessments. The Annual Assessments levied by the Association shall be used exclusively for (i) the care, preservation, supervision, improvement and maintenance of the Common Areas and of the improvements situated thereon; (ii) the payment of taxes on and insurance in connection with the Common Areas and the repair, replacement and making of additions thereto; (iii) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management, supervision, maintenance and repair of, the Common Areas, including without limitation, the storm water detention basin and control structures, and of any existing and future recreational lakes together with any outlet and water level control structures and of the park area and improvements situated thereon, (iv) carrying out the duties of the Board as set forth in Article VIII hereafter; and (v) carrying out the purposes of the Association as stated in its Articles of Incorporation.

Section 3. Improvement and Maintenance of the Common Areas Prior to Conveyance to the Association. Upon conveyance of any portion of the Common Areas to the Association, the Association shall have the responsibility and duty of improving and maintaining that portion of the Common Areas conveyed by the Declarant. However, the Declarant shall have the responsibility and duty of improving and maintaining all Common Areas prior to conveyance thereof to the Association, including, without limitation, the payment of taxes on and insurance in connection with the Common Areas (or the portion thereof that has not been conveyed to the Association) and the costs of repairs, replacements and additions thereto, and for paying the costs of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Areas. In this regard, and during such period, all Assessments, both Annual and Special, collected by the Association shall be forthwith paid by the Association to Declarant, to the extent that such Assessments are required by Declarant to improve and maintain the Common Areas as set forth in this paragraph. The Association shall rely upon a certificate executed and delivered by the Declarant with respect to the amount required by Declarant to improve and maintain the Common Areas hereunder. Any sums required by Declarant to improve and maintain the Common Areas, in excess of the Assessments collected by the Association, shall be borne and paid exclusively by Declarant.

Section 4. Basis and Amount of Annual Assessments.

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(a) Until the year beginning January 1, 2013, there shall be no Annual Assessment under this Article VI.

(b) Commencing with the year beginning January 1, 2013 and each year thereafter, the Board, at its annual meeting and effective for the year commencing with the next January 1, and each January 1 thereafter, shall set the amount of the Annual Assessment for the following year for each Lot, taking into consideration the current maintenance costs and the future needs of the Association, provided that the Annual Assessment shall never be less than $200.00.

Section 5. Capital Improvements. In the event any Annual Assessment includes, or the Board levies a special assessment ("Special Assessment") in any given year to include, an amount for the purpose of defraying, in whole or in part, the cost of construction, repair or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, that portion of any such Assessment, Annual or Special, relating to the capital improvement(s) must have the assent of the Members entitled to cast a majority of the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for this purpose, as provided in Section 2 of Article VII. ("Annual Assessment" and "Special Assessment" are sometimes collectively referred to herein as the "Assessments.")

Section 6. Uniform Rate of Assessment. Subject to the provisions of Section 11 of this Article VI, both Annual and Special Assessments must be fixed at a uniform rate for all Lots.

Section 7. Date of Commencement of Assessments: Due Dates.

(a) The initial Annual Assessment provided for in Section 4 of this Article VI shall commence on the date fixed by the Board to be the date of commencement, and shall be payable annually, in advance, on each Annual Payment Date thereafter; provided, however, that if the date of commencement falls on other than the first day of a month, the Assessment for such month shall be prorated by the number of days remaining in the month.

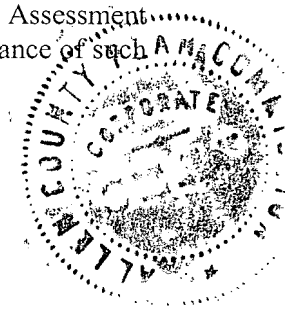
(b) The due date or dates of any Special Assessment under Section 5 hereof shall be fixed in the Board resolution authorizing such Assessment.

Section 8. Duties of the Board with Respect to Assessments.

(a) The Board shall fix the date of commencement and the amount of the Assessment against each Lot for each Assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of the Assessment shall thereupon be delivered or mailed to every Owner subject thereto.

(c) The Board shall upon demand at any time furnish to any Owner liable for said Assessment a certificate in writing signed by an officer of the Association, setting forth whether said Assessment had been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board of the issuance of such certificates.



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Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of the Association.

(a) If any Assessment or any part thereof is not paid on the date(s) when due (being the dates specified in Section 7 of this Article VI), then the unpaid amount of such Assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the then Owner, his heirs, executors, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such Assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. The lien for unpaid Assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the Assessments provided herein by non-use of the Common Areas or abandonment of his Lot. In addition to the foregoing, any Member whose Assessments, Annual or Special, become delinquent hereunder shall have his, her or their privilege of the use and enjoyment of the Pool suspended until such time as the obligations hereunder are satisfied.

(b) If any Assessment or any part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such Assessment shall bear interest from the date of delinquency at the maximum legal rate of interest, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto, and there shall be added to the amount of such Assessment the costs of preparing and filing the complaint (including reasonable attorneys' fees) in such action and, in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate and inferior to the lien of any mortgage or deed of trust now or hereafter placed upon the Lots subject to assessment; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to the sale, whether public or private, or such property pursuant to the terms and conditions of any such deed of trust. Such sale shall not relieve such Lots from liability for the amount of any Assessments thereafter becoming due nor from the lien of any such subsequent Assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the Annual and Special Assessments, charges and liens created herein:

(a) All properties dedicated and accepted by the local public authority and devoted to public use.

(b) All Common Areas as defined in Article I hereof.

(c) All areas reserved by the Declarant on the recorded Plat of the Properties.

(d) All Lots owned by Declarant.

(e) All Lots owned by a residential contractor licensed in Allen County, Indiana as such and who holds title to a Lot for the purpose of constructing a Dwelling Unit on said Lot but not residing thereon.

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ARTICLE VII

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall automatically be a Member of the Association, including Declarant, for as long as Declarant owns a Lot or Lots, and all other Owners. Subject to the rights of Declarant set forth below, Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot. Until such time as Declarant has sold all Lots in Deer Hollow, Declarant shall be entitled to three (3) votes for each Lot owned by Declarant.

Section 2. Quorum and Notice Requirements.

(a) Subject to the provision of paragraph (c) of this Section, any action authorized by Section 3(f) of Article V shall require the assent of the Members entitled to cast two-thirds (2/3) of the votes of the Members of the Association who are voting in person or by proxy at a meeting with a proper quorum, as described below, duly called for that purpose, written notice of which shall be given to all Members at least ten (10) days in advance (unless otherwise provided in the Bylaws of the Association) and shall set forth the purpose of such meeting.

(b) The quorum required under this Section 2 for any action referred to in Section 3(f) of Article V or Section 5 of Article VI shall be as follows: At the first meeting called, as hereinafter provided, the presence at the meeting of Members, or of proxies, entitled to case sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present at the meeting, an additional meeting may be called, subject to the notice requirement hereinafter set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(c) Any provision of this Declaration to the contrary notwithstanding any action described in Section 3(f) of Article V may be taken with the assent given in writing and signed by the Members entitled to cast two-thirds (2/3) of the votes of the Association.

(d) Except as hereinabove specifically set forth in Section 3, paragraphs (a), (b) and (c) of this Article VII, notice, voting and quorum requirements for all action to be taken by the Association shall be as set forth in its Articles of Incorporation and Bylaws, as same may be amended from time to time.

ARTICLE VIII

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Powers and Duties. The Board, for the benefit of the Properties and the Owner, shall provide, and shall pay for out of the maintenance fund provided for in Article V, Section 1, above, the following:

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(a) Taxes and assessments and other liens and encumbrances, which shall properly be assessed or charged against the Common Areas, rather than against the individual Owners.

(b) Care and preservation of the Common Areas and full maintenance of a utility service for the Common Areas including the furnishing and upkeep of any desired personal property for use in the Common Areas.

(c) The services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

(d) Legal and accounting services.

(e) A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants), incident to the operation of the Association, in an amount not less than $100,000 to indemnify against the claim of one person $300,000 against the claim of two or more persons in any one occurrence, and property damage insurance in an amount not less than $100,000 per occurrence; which policy or policies shall contain an endorsement providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insureds.

(f) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

(g) Such fidelity bonds as the Board may determine to be advisable.

(h) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

The Board shall have the following additional rights, powers and duties:

(i) To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas on behalf of all Owners.

(j) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.

(k) To enter into contracts, maintain one or more bank accounts (granting authority as the Board shall desire to one or more persons to sign checks) and, generally, to have all the powers necessary or incidental to the operation and management of the Association.

(l) To protect or defend the Common Areas from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.

(m) To make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members (without limiting the generality of the

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foregoing language, the rules and regulations may provide for limitations on use of the swimming pools or other common recreational areas during certain periods by youthful persons, visitors or otherwise).

(n) To make available to each Owner within sixty (60) days after the end of each year an annual report and, upon the written request of one-tenth (1/10) of the Members, to have such report audited by an independent, certified public accountant, which audited report shall be made available to each Member within thirty (30) days after completion.

(o) To adjust the amount, collect, and use any insurance proceeds to repair damage or place lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.

(p) To enforce the provision of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

Section 2. Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services, and insurance, payment for which is to be made by the Association, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

Section 3. Owner's Obligations to Repair. Each Owner shall, at his sole cost and expense, maintain and repair his Lot and the improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his 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 exterior of the buildings and any other improvements erected thereon; and each Owner (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

ARTICLE IX

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration (hereinabove defined as the "Existing Property"), located in Allen County, State of Indiana, is described on Exhibit "A" attached hereto, and is designated Deer Hollow and more particularly described on a subdivision Plat (the "Plat" hereafter) thereof recorded as Plat Record _____, Cabinet _____, page _____, in the Office of the Recorder of Allen County, Indiana.

Section 2. Additions to Existing Property. If Declarant is the owner of any property which it desires to add to the community of Deer Hollow, including future properties to be added as additional sections of Deer Hollow, it may do so by filing of record a Supplemental Dedication, Declaration, Protective Restrictions, Covenants, Limitations, Easements and Approvals, and/or a separate Primary or Secondary Dedication, Declaration, Protective Restrictions, Covenants, Limitations, Easements and Approvals for such additional section or sections, which shall extend the concept of the covenants, conditions and restrictions of this Declaration to such property, PROVIDED, HOWEVER, that (1) such additional property shall be contiguous (as hereafter defined) to the properties subject to this Declaration

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at the time, and (ii) such Supplementary Declaration may contain such complimentary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of this Declaration. In no event, however, shall such Supplemental Declaration, additional Primary Declaration(s) and/or Secondary Declaration(s) modify or add to the covenants established by this Declaration for the Existing Property. Any additions made and sections added to Deer Hollow pursuant to this Section 2, when made, shall automatically become part of the Association, thereby extending the jurisdiction, functions, duties and membership of the Association to the sections and properties added. For the purposes hereof, the term "contiguous" shall mean adjoining; provided, that any tracts or parcels of land which are separated by a street, road, sidewalk, right-of-way, easement or other thoroughfare shall be deemed to be contiguous.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast a majority of the votes of the Association has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions or to change said Covenants, Conditions and Restrictions in whole or in part; provided, however, that no such agreements to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change; provided further, that no such agreements to change shall be applicable to existing buildings on the Properties.

Section 2. Termination or Amendment by Declarant. For a period of five (5) years following the date of the recording of this Declaration with the Office of the Recorder of Allen County, Indiana, Declarant, at its discretion, may abolish, amend or otherwise modify the Covenants, Conditions and Restrictions of this Declaration, in whole or in part, subject, however, to approval of the Allen County Plan Commission. Declarant's rights under this Section 2, for the duration of the aforementioned five (5) year period, shall supersede the rights to modify the Covenants, Conditions and Restrictions of this Declaration provided in Section 1 and/or Section 3 of this Article X.

Section 3. Consent of Members. Except as provided in Section 1 and Section 2 of this Article, the Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only with the consent of the Members of each class of membership entitled to cast fifty-one percent (51%) of the votes of all Members of the Association, evidenced by a document in writing bearing each of their signatures; provided, that (i) no amendment whatsoever shall be made without the written consent of the Declarant prior to January 1, 2023, notwithstanding that Declarant has no interest in the Properties at the time, (ii) Declarant shall have the right to amend this Declaration at any time from time to time, without the consent of any Member, to the extent that such amendments are required by the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, or other governmental authority involved in financing the improvement, purchase or sale of any of the Lots or the improvements to be constructed thereon, and (iii) no amendment shall be made eliminating any of the covenants of Articles III and IV or adversely affecting or reducing the assessments provided in Article VI without the prior written approval of the Allen County Plan Commission or its successor, and further, however, that the restrictions and covenants herein contained

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as they relate to the storm water detention system and the maintenance and repair thereof shall be for an indefinite period except as amended with the prior approval of the Allen County Drainage Board.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by and proceedings at law or in equity against any person or person violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed waiver of the right to do so thereafter.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 6. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

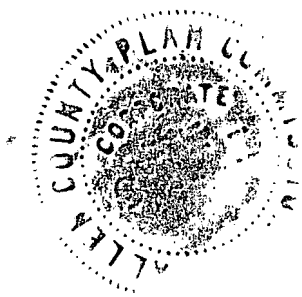
Section 7. Notices. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 8. Storm Water Detention System and Pond Maintenance Assessment. The Association shall be obligated to maintain, repair and/or replace, as necessary, the storm water drainage system and the storm water detention system consisting of Three (3) ponds shown on the Plat of the subdivision, together with outlets and water control structures, the cost of which shall be borne by all of the Owners in Deer Hollow, and subsequent Owners of Lots in any and all of the sections of Deer Hollow.

The Owner of any Lot in this section, or any future sections, of Deer Hollow and/or the Allen County Drainage Board shall have the right to order the Association to carry out its obligation to maintain, repair and/or replace the storm water drainage system and storm water detention system improvements, as above provided, and to assess the Owners of all Lots in this section and future sections of Deer Hollow with the cost thereof.

Until the year beginning January 1, 2013, the annual assessment for pond maintenance shall be $25.00 per Lot. Commencing with the year beginning January 1, 2013 and each year thereafter, the Board of Directors of the Association, at its annual meeting next preceding, and each January 1 thereafter, shall set the amount of the annual assessment for the maintenance of the ponds in addition to the regular annual maintenance fee for the common areas as set forth in Article VI, provided that the annual assessment for the storm water detention system (ponds) under this Article X, Section 8 shall never be less than $25.00.

Anything to the aforesaid notwithstanding, any alteration or amendment of the Restrictions and Covenants must be made accordingly with the prior approval of the Allen County Plan Commission and further that the Restrictions and Covenants herein contained, and only as they relate to the storm water detention system and the maintenance and repair thereof, shall be in continuous effect for an indefinite period, except as amended with the prior approval of the Allen County Drainage Board.



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IN WITNESS WHEREOF, Michael W. Thomas, a Member of Wedgewood Development, Inc., being the Declarant herein, has executed this instrument on this, the _____ day of _____, 2013.

WEDGEWOOD DEVELOPMENT, INC.
An Indiana Corporation

By: _____
Michael W. Thomas, President

STATE OF INDIANA, COUNTY OF ALLEN) SS:

Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared Jeffrey M. Thomas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Wedgewood Development, Inc., an Indiana corporation, and that he executed the same as the act of such Wedgewood Development, Inc. for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of July, 2013.

My Commission Expires:
1/8/2017

_____
Stacey C. Herbst, Notary Public
A resident of Allen County

STACEY C. HERBST NOTARY My Comm. Expires January 8, 2017 No. 599766 PUBLIC STATE OF INDIANA

This instrument prepared by:
J. Rickard Donovan
ROTHBERG LOGAN & WARSCO LLP
505 East Washington Boulevard
Fort Wayne, IN 46802

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. *J. Rickard Donovan*

MAIL TO: Wedgewood Development, Inc.
1020 East Dupont Road
Fort Wayne, IN 46825

ALLEN COUNTY PLAN COMMISSION CORPORATE SEAL

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