Plat Cab G Pg 98

SECONDARY PLAT FOR:

MAJESTIC WATER VILLAS

SECTION ONE

2014058779
RECORDED: 12/09/2014 3:56:57 PM
ANITA MATHER
ALLEN COUNTY RECORDER
FORT WAYNE, IN

LEGAL DESCRIPTION

Part of the Southwest and Southeast Quarters of Section 1, Township 31 North, Range 12 East, Allen County, Indiana, described as follows:

Beginning at the South Quarter corner of said Section 1, said corner also being the Southwest corner of a 31.00-acre parcel described in Document #95-057145 as found in the Office of the Recorder of Allen County, Indiana; thence North 88 degrees 27 minutes 53 seconds West, on the South line of said Southwest Quarter, 667.46 feet to the Southeast corner of a 5.365-acre parcel described in Document #200076550, said corner also being the Southeast corner of Hunters Knoll, Section I, as recorded in Plat Cabinet "C", page 175; thence North 01 degree 04 minutes 51 seconds East, on the West line of said 5.365-acre parcel and on the East line of said Hunters Knoll, Section I, a distance of 649.18 feet to the Northeast corner of a 5.417-acre parcel described in said Document #200076550; thence South 88 degrees 27 minutes 53 seconds East, on the North line of said 5.417-acre parcel, 666.52 feet to a point on the East line of said Southwest Quarter, said point being the Northeast corner of said 5.417-acre parcel; thence North 00 degrees 59 minutes 55 seconds East (assumed bearing base), on the said East line, also being the West line of the aforesaid 31.00-acre parcel, 176.77 feet to a point on the centerline of the Walter's Ditch; thence along said centerline by the following 16 courses: South 81 degrees 41 minutes 51 seconds East, 44.61 feet; thence South 29 degrees 03 minutes 11 seconds East, 65.68 feet; thence South 64 degrees 42 minutes 56 seconds East, 37.29 feet; thence South 46 degrees 04 minutes 33 seconds East, 128.89 feet; thence South 80 degrees 29 minutes 36 seconds East, 128.51 feet; thence North 73 degrees 55 minutes 25 seconds East, 58.74 feet; thence North 28 degrees 01 minutes 28 seconds East, 98.62 feet; thence North 51 degrees 18 minutes 04 seconds East, 67.02 feet; thence North 07 degrees 08 minutes 40 seconds East, 115.05 feet; thence North 77 degrees 45 minutes 10 seconds East, 100.00 feet; thence North 80 degrees 47 minutes 54 seconds East, 185.00 feet; thence South 89 degrees 43 minutes 15 seconds East, 100.00 feet; thence North 85 degrees 31 minutes 49 seconds East, 215.00 feet; thence South 89 degrees 58 minutes 26 seconds East, 45.57 feet to a point on the East line of said 31.00-acre parcel; thence South 00 degrees 59 minutes 55 seconds West, on said East line, 963.85 feet to the Southeast corner of said 31.00-acre parcel; thence North 88 degrees 41 minutes 07 seconds West, on the South line of said Southeast Quarter, 1,026.82 feet to the Point of Beginning, containing 23.556 acres, more or less, and subject to easements and rights of way of record.

CERTIFICATE OF SURVEYOR

I, Timothy C. Gouloff, hereby certify that I am a Land Surveyor registered in compliance with the laws of the State of Indiana; that based on my knowledge, experience and belief this plat and accompanying legal description accurately depicts a subdivision of real estate described in Document Numbers 2013027077, 2013027126, 2014013297 in the Office of the Recorder of Allen County, Indiana; that following the completion of construction and grading, all corners will be marked with 24 inch long #5 rebars bearing plastic caps imprinted "GOULOFF LS29500017"; and that there has been no change from the matters of survey revealed by the survey referenced hereon or any prior subdivision plats contained therein, on any lines that are common with this new subdivision.

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

This plat lies entirely within a Rule 12 (865 IAC) boundary survey certified by Timothy C. Gouloff, Indiana Land Surveyor, and duly recorded under Document Number 2014059079 in the Office of the Recorder of Allen County, Indiana.

Timothy C. Gouloff

TIMOTHY C. GOULOFF REGISTERED No. 29500017 STATE OF INDIANA LAND SURVEYOR

Approved by:
City of Fort Wayne Subdivision
Control Committee on: 12/8/14

Patrick D. Roy, Chairman

Shan R. Gunawardena - Member

Mike Bynum - Member

CITY OF FORT WAYNE PLAN COMMISSION CORPORATE SEAL

Approved by:
City of Fort Wayne
Board of Public Works on: 12/03/14

Robert P. Kennedy - Chairman

Kumar Menon - Member

Mike Avila - Member

OWNER / DEVELOPER:

PERFORMANCE PROPERTY GROUP, LLC
CHRISTOPHER BARTKUS, MEMBER
13219 ACADIA COVE
FORT WAYNE, IN 46845
260 437-2614

SURVEYOR:

GOULOFF - JORDAN
SURVEYING AND DESIGN, INC.
1133 BROADWAY FORT WAYNE, IN 46802
PH (260) 424-5362 FAX (260) 424-4916

ENGINEER

LOUGHEED & ASSOCIATES, INC.
CONSULTING ENVIRONMENTAL & CIVIL ENGINEERS
4917 SOUTH HADLEY ROAD • FORT WAYNE, INDIANA 46804
(260)432-5685 FAX 436-0221

(ACSR) - ALLEN COUNTY SURVEYOR REFERENCE

EXHIBIT A: DEDICATION

The undersigned Christopher Bartkus, member of Performance Property Group, LLC owners of record by virtue of those certain deeds shown in Document Numbers 2013027077, 2013027126, 2014013297, 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 this plat.

Further, we hereby subject and impress all of said land in said addition with the limitations and covenants attached hereto and made a part thereof by reference. This Subdivision shall be known and designated as MAJESTIC WATER VILLAS - SECTION ONE, an addition to the City of Fort Wayne, Indiana.

Witness our Hands and Seals this 20 day of November 2014

PERFORMANCE PROPERTY GROUP, LLC
Christopher Bartkus, Member

AUDITOR'S OFFICE Duly entered for taxation Subject to final acceptance for transfer DEC - 9 2014

State of Indiana }
County of Allen }

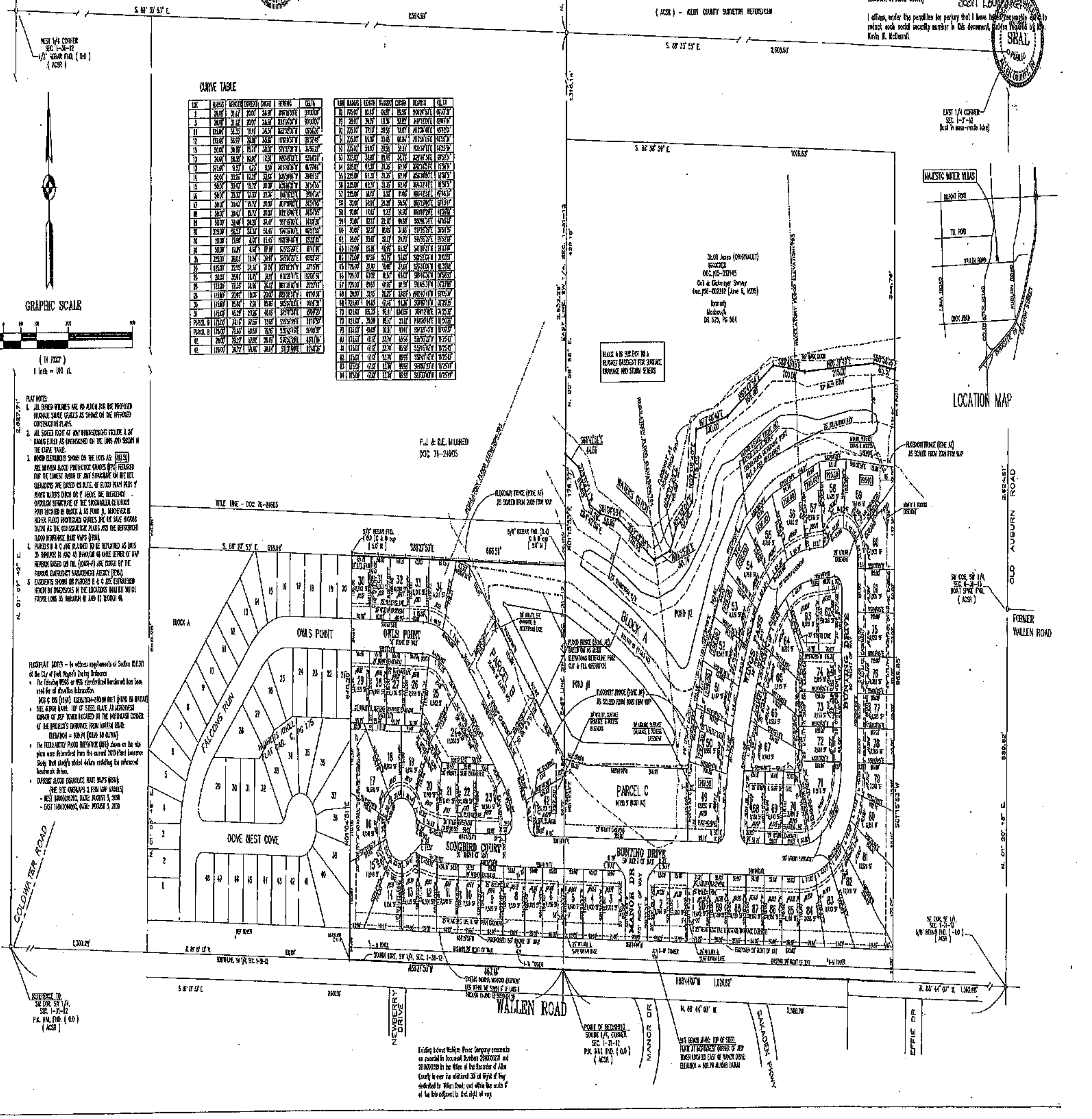
Before me the undersigned Notary Public, in and for the County and State, personally appeared Christopher Bartkus, member of Performance Property Group, LLC and acknowledged his execution of the forgoing instrument for the uses therein set forth.

Witness my hand and Notarial Seal this 20th day of November 2014.
My Commission expires: 05-22-2020

Notary Public (print & signature) Scott Laughead
Resident of Allen County

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.
Kevin R. McDermit

NOTARY PUBLIC SEAL ALLEN COUNTY, IN



CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
1	20.00'	31.42'	20.00'	28.28'	[illegible]	90°00'00"
3	20.00'	31.42'	20.00'	28.28'	[illegible]	90°00'00"
11	125.00'	34.35'	17.19'	34.24'	[illegible]	[illegible]
12	175.00'	55.62'	28.05'	55.39'	[illegible]	[illegible]
15	50.00'	30.89'	15.97'	30.00'	[illegible]	[illegible]
17	20.00'	18.98'	10.28'	17.50'	[illegible]	[illegible]
13	575.00'	9.97'	4.75'	9.59'	[illegible]	[illegible]
14	50.00'	33.55'	17.28'	32.64'	[illegible]	[illegible]
15	50.00'	30.47'	15.72'	30.00'	[illegible]	[illegible]
16	50.00'	33.37'	17.03'	32.76'	[illegible]	[illegible]
17	50.00'	30.47'	15.72'	30.00'	[illegible]	[illegible]
18	50.00'	30.47'	15.72'	30.00'	[illegible]	[illegible]
19	50.00'	38.49'	20.30'	37.47'	[illegible]	[illegible]
20	125.00'	56.57'	28.77'	56.45'	[illegible]	[illegible]
20	20.00'	15.99'	4.07'	15.45'	[illegible]	[illegible]
20	50.00'	11.07'	4.63'	11.16'	[illegible]	[illegible]
21	125.00'	38.05'	11.54'	24.47'	[illegible]	[illegible]
22	125.00'	72.95'	37.37'	71.54'	[illegible]	[illegible]
23	20.00'	35.66'	31.75'	31.11'	[illegible]	[illegible]
25	125.00'	77.15'	38.96'	76.12'	[illegible]	[illegible]
28	125.00'	20.02'	10.03'	20.00'	[illegible]	[illegible]
30	175.00'	15.86'	7.91'	15.85'	[illegible]	[illegible]
31	175.00'	46.29'	23.28'	46.16'	[illegible]	[illegible]
PARCEL B	175.00'	74.16'	37.65'	73.60'	[illegible]	[illegible]
PARCEL B	175.00'	79.85'	40.61'	79.16'	[illegible]	[illegible]
41	20.00'	28.32'	17.97'	26.19'	[illegible]	[illegible]
42	125.00'	36.72'	18.46'	36.64'	[illegible]	[illegible]

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
49	775.00'	89.45'	44.87'	89.36'	[illegible]	[illegible]
49	20.00'	30.76'	19.36'	27.82'	[illegible]	[illegible]
50	775.00'	77.10'	38.56'	77.07'	[illegible]	[illegible]
51	775.00'	66.86'	33.45'	66.84'	[illegible]	[illegible]
52	775.00'	51.95'	25.98'	51.94'	[illegible]	[illegible]
53	225.00'	34.80'	17.45'	34.75'	[illegible]	[illegible]
54	225.00'	62.30'	31.35'	62.10'	[illegible]	[illegible]
55	225.00'	62.37'	31.35'	62.10'	[illegible]	[illegible]
56	225.00'	62.37'	31.35'	62.10'	[illegible]	[illegible]
57	225.00'	11.60'	5.57'	11.60'	[illegible]	[illegible]
58	50.00'	52.89'	29.28'	50.45'	[illegible]	[illegible]
58	20.00'	17.45'	9.35'	16.90'	[illegible]	[illegible]
59	50.00'	42.17'	22.10'	40.88'	[illegible]	[illegible]
60	50.00'	32.31'	16.63'	31.65'	[illegible]	[illegible]
61	20.00'	33.40'	22.17'	29.70'	[illegible]	[illegible]
63	175.00'	65.88'	41.97'	65.52'	[illegible]	[illegible]
64	175.00'	97.95'	50.27'	95.65'	[illegible]	[illegible]
65	725.00'	20.00'	14.65'	32.09'	[illegible]	[illegible]
66	725.00'	41.02'	9.57'	41.07'	[illegible]	[illegible]
67	725.00'	81.65'	40.86'	81.51'	[illegible]	[illegible]
68	20.00'	32.45'	20.75'	28.80'	[illegible]	[illegible]
69	725.00'	94.45'	47.34'	94.36'	[illegible]	[illegible]
70	125.00'	165.75'	95.11'	154.65'	[illegible]	[illegible]
70	125.00'	20.59'	10.57'	20.57'	[illegible]	[illegible]
79	175.00'	40.49'	20.31'	40.41'	[illegible]	[illegible]
80	175.00'	47.12'	23.70'	46.56'	[illegible]	[illegible]
81	175.00'	47.12'	23.70'	46.56'	[illegible]	[illegible]
82	175.00'	47.12'	23.70'	46.56'	[illegible]	[illegible]
83	175.00'	47.12'	23.70'	46.56'	[illegible]	[illegible]
84	175.00'	47.12'	23.70'	46.56'	[illegible]	[illegible]

PLAT NOTES:

1. ALL BURIED UTILITIES ARE TO ALLOW FOR THE PROPOSED DRAINAGE SWALE GRADES AS SHOWN ON THE APPROVED CONSTRUCTION PLANS.
2. ALL STREET RIGHT OF WAY INTERSECTIONS INCLUDE A 20' RADIUS FILLET AS DIMENSIONED ON THE LOTS AND SHOWN IN THE CURVE TABLE.
3. BOXED ELEVATIONS SHOWN ON THE LOTS AS: [792.50] ARE MINIMUM FLOOD PROTECTION GRADES (FPG) REQUIRED FOR THE LOWEST FLOOR OF ANY STRUCTURE ON THE LOT. ELEVATIONS ARE BASED ON B.F.E. OF FLOOD PLAIN PLUS 2' ALONG WATERS DITCH OR 2' ABOVE THE EMERGENCY OVERFLOW STRUCTURE OF THE STORMWATER DETENTION POND LOCATED IN BLOCK A AS POND #1, WHICHEVER IS HIGHER. FLOOD PROTECTION GRADES ARE ON SAME NAVD88 DATUM AS THE CONSTRUCTION PLANS AND THE REFERENCED FLOOD INSURANCE RATE MAPS (FIRM).
4. PARCELS B & C ARE PLANNED TO BE REPLATTED AS LOTS 35 THROUGH 41 AND 43 THROUGH 48 ONCE LETTER OF MAP REVISION BASED ON FILL (LOMR-F) ARE ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
5. EASEMENTS SHOWN ON PARCELS B & C ARE ESTABLISHED HEREIN BY DIMENSIONS IN THE LOCATIONS THAT FIT WITH FUTURE LOTS 35 THROUGH 41 AND 43 THROUGH 48.

FLOODPLAIN NOTES - to address requirements of Section 157.301 of the City of Fort Wayne's Zoning Ordinance

- The following USGS or NGS standardized benchmark has been used for all elevation information. NGS C 150 (1996): ELEVATION=809.80 FEET (NAVD 88 DATUM)
- SITE BENCH MARK: TOP OF STEEL PLATE AT NORTHWEST CORNER OF REP TOWER LOCATED AT THE NORTHEAST CORNER OF THE PROJECT'S ENTRANCE FROM WALLEN ROAD: ELEVATION = 808.74 (NAVD 88 DATUM)
- The REGULATORY FLOOD ELEVATION (RFE) shown on the site plans were determined from the current 2013 Flood Insurance Study. That study's stated datum including the referenced benchmark datum.
- CURRENT FLOOD INSURANCE RATE MAPS (FIRM): (THE SITE OVERLAPS 2 FIRM MAP PANELS) - WEST 18003C0070G, DATE: AUGUST 3, 2009 - EAST 18003C0068G, DATE: AUGUST 3, 2009

Existing Indiana Michigan Power Company easements as recorded in Document Numbers 2010003291 and 2010003290 in the Office of the Recorder of Allen County lie over the additional 35' of Right of Way dedicated for Wallen Road; and within the south 5' of the lots adjacent to that right of way.

Plat Cab G Pg 98

DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS AND EASEMENTS FOR MAJESTIC WATER VILLAS

PERFORMANCE PROPERTY GROUP,LLC, an Indiana limited liability company, hereby declares that it is the owner and Developer of real estate which includes Majestic Water Villas, a villaminium residential subdivision addition in Washington Township, Allen County, Indiana 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 ("Subdivision").

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 the Subdivision, without being written therein. The provisions contained herein are for the mutual benefit of and be enforceable by the owners of land therein, their respective legal representatives, successors, grantees and assigns.

All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purpose.

PREFACE

Majestic Water Villas Subdivision – Section One is a tract of real estate which has been subdivided into approximately 77 residential Lots identified as Lots 1 through 34, inclusive, 42, and 49 through 90, inclusive, and Block A, and Parcels B and C. all known as Majestic Waters Villas. After the recordation of the Plat of Majestic Water Villas Section One there will be filed Articles of Incorporation of the Majestic Water Villas Community Association, Inc., it being the platter's intention that each owner of a Lot in Majestic Water Villas shall become a member of said Villaminium Association, and shall be bound by the Articles of Incorporation and the By-Laws of the corporation.

It shall be the obligation of the Association to make provision for the maintenance of the common areas designated on the face of the Plat.

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

Owners of real estate in Section One are advised that the Developer intends to develop a Section Two of Majestic Water Villas consisting of lots that are within Parcels B and C as set forth in the Plat. Section Two property owners shall have the same rights as property owners of Section One. Property owners of Section One shall not remonstrate against the development of Section Two into lots which are contained within Parcels B and C. After Section Two is platted, Section Two lot owners shall be incorporated into Section One and together , shall act as one community association.

Only entered for taxation Subject to final acceptance for transfer

2014058779
RECORDED: 12/09/2014 3:06:17 PM
ANITA MATHER
ALLEN COUNTY RECORDER
FORT WAYNE, IN

DEC -9 2014

Jean F. Kluty
AUDITOR OF ALLEN COUNTY

Allen County Recorder Document #: 2014058779

ARTICLE I
INCORPORATION OF PREFACE

Section 1. The paragraphs of the Preface, as set forth above, are incorporated herein by reference as if fully set forth herein.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to the "Majestic Water Villas Community Association, Inc.", a non-profit corporation organized under the laws of the State of Indiana, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors as the governing body of the Association elected, selected or appointed as provided for the in the Articles of Incorporations, By-Laws, and this Declaration. As applicable, the Board may also mean any committee to which the Board has delegated certain responsibilities and duties in accordance with the By-Laws.

Section 3. "By-laws" shall mean and refer to the By-Laws of the Association, as may be amended from time to time by the Board.

Section 4. "Common Area(s)" shall mean all real estate (including the improvements thereto or theron) as shown on the Plat. Except for real estate designated as Lots, Parcels, streets or easements, all other areas within the Plat shall be Common Area and the Common Area is not dedicated for use by the general public, but dedicated only for the common use and enjoyment of the Lot Owners, their guests and invitees, and such Common Areas shall include but not be limited to play areas, picnic areas, sidewalks or any water detention basins i.e. Block A..

Section 5. "Developer" shall mean Performance Property Group, LLC, an Indiana limited liability company, its assigns, successors, or successors in interest, and any person, firm, entity designated by it or its said successor or successor in interest.

Section 6. "Dwelling Unit" shall mean and refer to any building, structure, or portion thereof situated on the Lots designed and intended for use and occupancy by a Lot Owner as a residence by one (1) single family.

Section 7. "Lot(s)" shall mean and refer to all of the Lots in the Subdivision, as shown on the Plat, or any tract or tracts of land conveyed originally to or by subsequent Lot Owners, which may consist of one or more Lots or parts of one or more Lots as platted upon which a Dwelling Unit may be erected in accordance with the restrictions attached to the Plat or this Declaration or further restrictions as may be imposed by any applicable zoning ordinance.

Section 8. "Lot Owner(s)" shall mean a person, firm or corporation in whose name the fee simple title of the Lot appears of record in the Office of the Recorder of Allen County,

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Indiana. A Lot Owner shall not include any mortgagee, unless and until such mortgagee has acquired title to a Lot, pursuant to an action for foreclosure or any proceeding in lieu of foreclosure.

ARTICLE III
PROPERTY RIGHTS

Section 1. Lot Owner's Easement of Enjoyment. Every Lot Owner shall have a right and easement of enjoyment in and to the Common Area(s) in the Subdivision, such Common Area(s) to be used for such community purposes as the Board shall properly determine. This right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions.

(a) The right of the Board to charge reasonable admission and other fees for the use of any Common Area.

(b) The right of the Board to suspend a Lot Owner's right to use the Common Area(s) for any period during which nay assessment against his/her Lot remains unpaid.

(c) 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 sixty-five percent (65%) of the Lot Owners agreeing to such dedication or transfer has been executed and recorded.

Section 2. Delegation of Use. Any Lot Owner may delegate, in accordance with the By-Laws, or this Declaration his/her right of enjoyment to the Common Area(s) and facilities to the members of his/her family, his/her guests or invitees who reside on the Lot.

ARTICLE IV
MAJESTIC WATER VILLAS COMMUNITY ASSOCIATION, INC.

Section 1. Organization. There has been organized in connection with the development of the Subdivision, an incorporated not-for-profit association known as Majestic Water Villas Community Association, Inc. ("Association").

Section 2. Membership and Voting Rights.. Every Lot Owner shall be a member of the Association. 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. The Class A members shall be all Owners, together with all other lot owners in the Subdivision, exclusive of the Developer shall be entitled to one (1) vote for each Lot owned. When more than one (1) person constitutes the Lot Owner of a particular Lot, all such persons shall only have one (1) vote for such Lot, which vote shall

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be exercised as they among themselves determine; but with no event shall more than one (1) vote be cast with respect to any Class A Lot.

Class B. The Class B members shall be the Developer and the Developer shall be entitled to ninety (90) votes for each Lot owned. 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 the Subdivision have been conveyed; or
(b) On December 31, 2025.

ARTICLE V
ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. Each Lot Owner, excepting the Developer, hereby covenants and each Lot Owner of any Lot by acceptance of a deed therefore, excepting the Developer, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the assessments established and collected as hereinafter provided. The assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Lot Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to (1) promote the recreation, health and welfare of the Lot Owners, (2) for the cost of such insurance as the Association is required by its Articles of Incorporation, By-Laws or this Declaration, to purchase and maintain, (3) for the improvement and maintenance of the Common Area(s), and the facilities thereon, including, but not limited to the fences in any easement areas,(4) for the maintenance of the sidewalks located within the utility and sidewalk easements within the Subdivision, (5) for the payment of all expenses relating to the maintenance and upkeep of the Private Sanitary Sewer Lift Station, and (6) for the repair, quality, upkeep, and maintenance of the storm water and/or surface water run off detention basins or ponds owned by the Association and the Waters Ditch, to the extent the Lots of Lot Owners are subject to assessment therefor or liable therefor, including but not limited to, any amounts due for the required maintenance agreement with the City of Fort Wayne.

In addition, assessments shall be levied by the Association for maintenance and repairs of lawns and landscaping approved by the Architectural Control Committee, which shall include but shall not be limited to the fertilizing, mowing, and replanting when necessary of the grass, all of which shall hereinafter be referred to as "Common Area for Maintenance Purposes" and the cost of which shall hereinafter be referred to as of the "Common Expenses". In addition, the Board shall perform such other functions as may be designated for it to perform under the Declaration.

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Notwithstanding any obligation or duty of the Association to repair or maintain any of the Common Area for Maintenance Purposes, if, due to the willful, intentional or negligent acts or omissions of any Lot Owner or of a member of his family or of a guest, tenant, invitee, or other occupant or visitor of such Lot Owner, damage shall be caused to the Common Area for Maintenance Purposes, the Lot Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Lot Owner upon demand by the Association, the cost of repairing such damage shall be added to and become a part of the assessment which such Lot Owner's Lot is subject.

The authorized representatives of the Association, the Board and the Managing Agent for the Association (if any) shall be entitled to reasonable access to any Lot or Dwelling Unit as may be required in connection with maintenance, repairs, or replacements of or to the Common Area and items deemed Common Area for Maintenance Purposes.

The Association shall be obligated to maintain, repair and/or replace, if necessary, any storm water detention system consisting of any storm water detention basin together with its outlet and water level control structures, as may be filed with the Allen County Plan Commission in conjunction with this subdivision, approval of which has bene granted for the use and benefit of this Subdivision, the cost of which shall be borne by all of the Lot Owners and subsequent Lot Owners of Lots in Subdivision.

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

Section 3. Maintenance by Lot Owners. Each Lot Owner shall, at his own expense, be responsible for, and shall promptly perform as the need therefore arises, all maintenance, repairs, and decoration of the interior of his Dwelling Unit and garage. In addition, each Lot Owner shall furnish and be responsible for the maintenance of all portions of his Lot, except for such portions thereof as may, in accordance with the terms of this Declaration, be designated as a part of the Common Area for Maintenance Purposes. Lot Owner shall maintain outside of garage door and front door. All fixtures and equipment installed within or as part of a Lot, commencing at the points where the public utility lines, pipes, wires, conduits, or systems enter the Lot shall be maintained and kept in repair by the Lot Owner thereof. Each Lot Owner shall promptly perform all maintenance and repair of his Lot which, if neglected, might adversely affect any other Lot or any part of the Common Area or Common Area for Maintenance Purposes. Such maintenance and repairs include but are not limited to plumbing and related systems and components thereof including fixtures and appliance attached hereto, electric lines, gas lines, appliances, and all other fixtures, equipment, landscaping added by the Lot Owner, such as trees, bushes, flower beds and other such landscaping, and accessories belonging to the Lot Owner and a part of or appurtenant to his Lot.

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If any Lot Owner shall fail to properly maintain any of the foregoing to the satisfaction of the Association, then the Association shall have the right to provide such maintenance, and replacement if necessary, and to include the costs thereof as an assessment against the Lot upon which said labor and material are furnished; and such assessment shall be assessed as "Restoration Assessment" as provided in Article V, Section 4(E).

Section 4. Assessment

A. Annual Accounting. Annually, after the close of each fiscal year of the Association and prior to the date of the annual meeting of the Association following the end of such fiscal year, the Board of Directors of the Association shall cause to be prepared and to be furnished to each Lot Owner a financial statement, which statement shall show all receipts and expenses received, incurred and paid ruing the preceding fiscal year.

B. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the current fiscal year estimating the revenue and expenses (including but not limited to Common Expenses) for the current fiscal year, and estimating any surplus or deficit as of the end of the current fiscal year. Before the annual meeting, each Lot Owner shall be provided, either by mail or by hand-delivery a copy of such proposed budget and a written notice of the amount of any increase or decrease in the Regular Assessment to be paid by the Lot Owners that would occur if the proposed budget is approved. The annual budget shall be submitted to the Lot Owners as the annual meeting of the Association or adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the current fiscal year. At the annual meeting of the Lot Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the quorum of both classes of Lot Owners' provided that any increase of more than twenty percent (20%) must be approved by a vote of sixty-five percent (65%) of a quorum of both classes of Lot Owners who are voting in person or by proxy. If the number of Lot Owners in attendance at an annual meeting does not constitute a quorum, the Board may adopt an annual budget for the Association for the ensuring year in an amount that does not exceed one hundred percent (100%) of the amount of the last approved annual budget. The annual budget, the Regular Assessments and all other sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Area and items deemed Common Area for Maintenance Purposes, which replacement reserve fund shall be used for those purposes and not for usual and ordinary maintenance expenses of the common Area and Common Area for Maintenance Purposes. Such replacement reserve fund for capital expenditures and replacement and repair of the Common Area for Maintenance Purposes shall be maintained by the Board in a separate interest bearing account or accounts, with one or more banks or savings and loan associations authorized to conduct business in Allen County, Indiana, selected from time to time by the Board.

C. Regular Assessments. The annual budget as adopted by both classes of the Lot Owners shall, based on the estimated cash requirement for the Common Expenses in the current

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fiscal year as set forth in said budget, contain a proposed equal assessment against each Lot owned by a Class A Member.

Immediately following the adoption of the annual budget, each Class A Lot Owner shall be given written notice of such assessment against his respective Lot (herein called the "Regular Assessment"). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, such assessments shall be revised, within fifteen (15) days following adoption of the final annual budget by the Lot Owners, to reflect the assessment against each Lot based upon such annual budget as finally adopted by the Lot Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final budget, including reserve funds as hereinabove provided.

The Regular Assessment against each Lot, excepting the Lot Owners in Class B, shall be paid in advance in equal monthly installments commencing on the first day of the first month of each fiscal year and monthly thereafter through and including the first day of the last month of such fiscal year and monthly thereafter through and including the first day of the last month of such fiscal year. Payment of the monthly installments of the Regular Assessments shall be made to the Board of Directors; provided, however, Lot Owners may elect to pay monthly assessments semi-annually or annually, in advance. At the election and option of the Board, the Regular Assessments may be required to be paid by the Lot Owners in advance in equal monthly instalments rather than quarterly installments. In the event the Regular Assessment for a particular fiscal year of the Association was initially based upon a temporary budget,

(I) if the Regular Assessment based upon the final annual budget adopted by the Lot Owners exceeds the amount of the said assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Assessment which is due shall be paid with such next payment, and such next payment and all payments thereafter during such fiscal year, whether quarterly or monthly, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year; or

(II) if the Regular Assessment based upon the temporary budget exceeds the said Assessment based upon the final annual budget adopted by the Lot Owners such excess shall be credited against the next payment or payments of the said Assessment coming due, whether quarterly or monthly, until the entire amount of such excess has been so credited, provided, however that if a Lot Owner has paid his Regular Assessment either semi-annually or annually in advance, then the adjustments set forth above shall be made by a cash payment, or refund to, the Lot Owner on the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Lot Owners.

The Regular Assessment for the current fiscal year of the Association shall become a lien on each separate Lot as of the first day of each fiscal year of the Association, even though the final determination of the amount of such Assessment may not have been made by that date. The fact that a Lot Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfers his Lot or any interest therein, shall not relieve or release such Lot Owner or his

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successor as owner of such Lot from payment of the Regular Assessment for such Lot as finally determined such Lot Owner and his successor as owner of such Lot shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessment furnished by the Association prior to the final determination and adoption of the annual budget and Regular Assessment of the year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may delivered or who may rely thereon shall be bound by such final determinations. Quarterly or monthly (if so determined by Board) installments of Assessment shall be due and payable automatically on their respective due dates without any notice form the Board of the Association, and neither the Board nor the Association shall be responsible for providing any notice or statements to Lot Owner for the same.

D. Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such times, unless otherwise provided in this Declaration, the Articles or the By-Laws, the Board shall have the right, power and authority to make Special Assessments which, upon resolution of the Board, shall become a lien on each Lot owned by a Class A Member, pro-rated in equal shares (herein called "Special Assessment"); provided, that any such assessment shall have the assent of sixty-five percent (65%) of the votes of a quorum of the Lot Owners of both Classes who are voting in person or by proxy at a meeting duly called for this purpose. Without limiting the generality of the forgoing provision, Special Assessments may be made by the Board from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefore under the circumstances described in this Declaration; provided however that special assessments shall be limited as follows:

(I) The Board may not enter into any contract that would result in a new assessment or the increase in an existing assessment payable by the Lot Owners in the amount of more than Five Hundred Dollars ($500) per year for each Lot Owner unless: (1) The Board holds at least two (2) meetings concerning the contract; and (2) the contract is approved by the affirmative vote of at least two-thirds (2/3) of the Lot Owners. The Board shall give notice of the first Association meeting held under this subsection to Lot Owner and at least seven (7) calendar days before the meeting occurs.

(II) Neither the Association nor the Board may borrow money during any calendar year on behalf of the Association in an amount that exceeds the greater of (1) five thousand dollars ($5,000) during any calendar year; or (2) an amount equal to at least twenty percent (20%) of the previous annual budget of the Association, unless borrowing the money is approved by the affirmative vote of a majority of the Lot Owners. A vote held under this subsection must be conducted by paper ballot. The Association shall distribute paper ballots to Lot Owners eligible to vote under this subsection at least thirty (30) days before the date the votes are to be opened and counted. Votes cast under this subsection shall be opened and counted at a public meeting held by the Association.

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E. Restoration Assessments. In the event a Class A Lot Owner fails to properly maintain his Lot in accordance with Article V, Section 3, the Association may levy a Restoration Assessment upon any Lot whose Lot Owner fails to maintain such Lot as required therein. Restoration Assessment shall be limited to the actual amount necessary to meet the cost of restoration and cost of collection thereof. The Association may levy a Restoration Assessment upon any Lot whose Lot Owner fails to maintain such Lot, as required herein. Restoration Assessments shall be limited to the actual amount necessary to meet the cost of restoration and cost of collection thereof.

F. Failure of Lot Owner to Pay Assessments. Remedies of the Association. No Class A Member Lot Owner may exempt himself from paying assessments, whether they be Regular Assessments, Special Assessments, or Restoration Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Area and items deemed Common Areas for Maintenance Purposes, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Area Properties or by abandonment of the Lot belonging to him. Each Class A Member Lot Owner shall be personally liable for the payment of all assessments.

When the Lot Owner constitutes more than one person, the liability of such persons shall be joint and several. If a Lot Owner fails to pay any assessment for a period of more than six (6) months, the Board may suspend the voting rights of such Lot Owner. In addition, if any Lot Owner shall fail, refuse, or neglect to make any payment of any assessment when due, the lien for such assessment of the Lot Owner's Lot may be filed and foreclosed by the Board for and on behalf of the Association as a mortgage on real property or as otherwise provided by law. Upon the failure of a Lot Owner to make timely payments of any assessments, when due, the Board may in its discretion, accelerate the entire balance of the unpaid assessments and declare the same immediately due and payable, notwithstanding any other provisions thereof to the contrary. In any action to foreclose the lien for any assessments, the Lot Owner and any occupant of the Lot shall be jointly and severally liable for the payment to the Association of reasonable rental for such Lot, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid assessment without foreclosing or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover from the Lot Owner of respective Lot costs and expenses of such action incurred (including but not limited to reasonable attorney's fees) and interest from the date such assessments were due, until paid, at a rate equal to the "prime interest rate" then being charged by Banks of Fort Wayne, Indiana, to its largest and best corporate customers (or if said Bank is no longer in existence, then such rate charges by another bank in Allen County, Indiana, selected by the Board).

G. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Notwithstanding anything contained in this section or elsewhere in this Declaration, the Articles or the By-Laws, any sale or transfer of a Lot to a mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a

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conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any assessment as to such installments which became due prior to such sale, transfer, or conveyance, provided, however, that the extinguishment of such lien shall not relieve the prior Lot Owner from personal liability therefore. No such sale, transfer, or conveyance shall relieve the Lot or the purchaser at such foreclosure sale, or grantee in this event of conveyance in lieu thereof, from liability for any installment of Regular Assessments, Special Assessments or Restoration Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any assessment, the lien for which has been divested as aforesaid, shall be deemed to be a Common Expense, collectively from all Lot Owners (including the party acquiring the subject Lot for which it arose).

ARTICLE VI
ARCHITECTURAL CONTROL COMMITTEE

The "Architectural Control Committee" shall mean the body designated herein to review plans and to grant or withhold certain approvals in connection with improvements and developments. The Committee shall be composed of three (3) members initially appointed by the Developer. Any vacancies from time to time shall be filled pursuant to the terms of these Restrictions or the By-Laws of the Association.

ARTICLE VII
ARCHITECTURAL CONTROL

Section 1. General Approval. No building, roof, fence, wall or other structure of any kind whatsoever, nor any exterior addition to or change or alteration therein (all such buildings, roofs, fences, walls, structures, additions, changes, and alterations being herein called "improvements") shall be commenced, erected or maintained upon any Lot until two (2) sets of plans and specifications showing the nature, kind, shape, height, materials, and the location of the same shall have been submitted to and approved in writing as to harmony of external design and the location in relation to surrounding structures and topography by the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion therefore, approval will not be required and this Article will be deemed to have been fully complied with. All improvements shall be constructed in accordance with the plans and specifications submitted to and approved in writing by the Architectural Control Committee, and any improvements not so constructed shall be subject to immediate removal and the Lot shall be restored to its condition prior thereto, all at the Lot Owner's expense. In the event the Association shall prevail in any litigation brought for the purpose of enforcing compliance with the provisions of this Article VI, the Association shall be entitled to recover from the Lot Owner(s) reasonable attorney's fees and cost incurred by the Association in such enforcement.

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All roof replacements on the Lots shall be reviewed and approved by the Architectural Control Committee. In reviewing and approving all roof replacements, the Architectural Control Committee shall consider such matters, including but not limited to, the color of the roof, removing the existing shingles and the compatibility of the new proposed roof with existing and surround roofs in the Subdivision. The Lot Owner shall jointly submit two (2) sets of plans to the Architectural Control Committee and approved prior to the commencement of work on the roof. All replacement roofs much be inspected by two (2) reputable roofing companies or licenses inspectors and their inspection report shall be submitted in writing to the Architectural Control Committee for review and approval. The Architectural Control Committee shall have sole and absolute discretion to determine whether or not a roof will be replaced and to review and approve the plans and specifications for replacement. If the roof is replaced, the objecting Lot Owner must comply with the covenants of this Declaration.

Section 2. Exterior Decoration. The exterior of each and every Unit shall be decorated, at the Lot Owner's expense, with uniform colors and material, which exterior decoration shall be agreed upon by the Lot Owner of the respective Dwelling Unit. The necessity and time for making such exterior decoration shall also be determined by the Architectural Control Committee. If any Lot Owner shall fail or refuse to pay the cost of such uniform decoration of the Dwelling Unit owned by him/her, the Board may have the exterior work performed, have a lien placed against the Lot Owner's Lot and Dwelling Unit, and seek enforcement of these covenants pursuant to Article VIII, Section 26.

Section 3. Covenants Running with the Land. The right of any Lot Owner to contribution from any other Lot Owner under this Article VII shall be appurtenant to the Lot and shall pass to such Lot Owner's successor in title. The easements created by this Article VII are and shall be perpetual and construed as covenants running with the land and each and every person accepting a deed to any Lot and any Dwelling Unit shall be deemed to accept the deed with the understanding that each and every other purchaser is also bound by provisions of this Article VII, and each and every purchaser, by accepting a deed to any Lot shall thereby consent and agree to be bound by the covenants in this Article VII to the same extent as though he had signed this instrument.

ARTILCE VIII
GENERAL PROVISIONS

Section 1. Lot Owner Occupancy/Leasing Rental.

a. Additional Definitions. The following definitions shall apply to this Declaration:

i. "Application" shall mean any written submission for approval to the Architectural Control Committee, pursuant to Paragraphs 24, 25, and 26 above, and to the board pursuant to this Section 1.

ii. "Disguised Lease Land Contract" shall mean a land contract where (1) the Lot Owner has not received in cash, at the time the land contract is entered

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into with the land contract buyer, an amount equal to ten percent (10%) of the land contract purchase price; and/or (2) the land contract was not recorded within thirty (30) days after the date the land contract was entered into between the Lot Owner and the land contract buyer.

iii. "Nonowner Occupied Dwelling Unit" shall mean:

(1) A Dwelling Unit that is rented or leased by the Lot Owner where during the rental period (A) the Lot Owner of the Dwelling Unit, or (B) the Lot Owner's spouse, or (C) one or more of the Lot Owner's parents or a parent of the spouse of the Lot Owner, or (D) one or more of the Lot Owner's children or a spouse of one of the Lot Owner's children is not a full-time occupant of the Dwelling Unit; or in the case of a Dwelling Unit owned by a trust, where a settlor or material Beneficiary of such trust is not a full-time occupant of the Dwelling Unit during the rental period; or in the case of a Dwelling Unit owned by a for-profit corporation or a limited Liability company or other entity (but specifically excluding a non-for-profit corporation), where a person that holds directly or indirectly at least fifty and one one-hundredth percent (50.01%) of the ownership and voting power of such entity is not a full-time occupant of the Dwelling Unit during the rental period; or in the case of a not-for-profit corporation, where a person who is an officer, manager, or director of the non-for-profit corporation's local, regional or national unit or chapter (as determined by the Board, in its discretion) is not a full-time occupant of the Dwelling Unit during the rental period; and/or

(2) A Dwelling Unit that is being sold on a "Disguised Lease Land Contract" basis.

(3) Notwithstanding anything herein to the contrary, when a former Lot Owner rents back to a purchaser of the Lot after closing pursuant to a bona fide real estate residential purchase agreement for a period of less than sixty (60) days prior to a delivering possession to the purchaser, this transaction shall not be deemed a Nonowner Occupied Dwelling Unit and shall be expressly permitted by this Declaration.

b. Purpose. The purpose of this Article is to: (I) be in the best interest of all Lot Owners in the Subdivision, all of whom have similar proprietary (property) interest in their Dwelling Units; (2) protect the Lot Owner's long-term investment in his/her Dwelling Unit and Lot; (3) preserve high standards of accountability

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and responsibility for the maintenance and care of the Subdivision between and among the Lot Owners; (4) avoid the temporary and transient nature of leasing property and to encourage a low turnover of occupancy; and (5) to encourage and realize the other benefits that accrue from restricting the Subdivision to single family residential use and to avoid any commercial transitions of the Subdivision caused by using or occupying the Lots for solely for rental or leasing purposes.

c. No Nonowner-Occupied Dwelling Units in Subdivision. In accordance with the purposes set forth in Section 1(b) above, no Dwelling Unit shall be used or occupied as Nonowner-Occupied Dwelling Unit, unless the Board, in its discretion, first approves a Dwelling Unit to be a Nonowner-Occupied Dwelling Unit in accordance with this Article.

d. Guidelines. In determining whether to approve a Dwelling Unit to be a Nonowner-Occupied Dwelling Unit, the matters the Board may consider, it its discretion, shall include, but not be limited to, the following: (i) the total number of Nonowner-Occupied Homes at the time of consideration of the request; (ii) the observations and opinions of the Board or Lot Owners concerning with Dwelling Units in and/or outside the Subdivision are maintained substantially the same a as Lot Owner occupied Dwelling Unit when they are rented or leased or sold under s Disguised Lease Contract; (iii) whether the disapproval of the Nonowner-Occupied Dwelling Unit would create an unnecessary hardship on the Lot Owner because of circumstances outside the Lot Owner's control; or (iv) any other factors or circumstances which the Board believes appropriate for consideration, in tis discretion; provided, however, that the Board shall not at any time consider the age, race, color, creed, religion, sex, sexual orientation, familial status, disability, or national origin of the Lot Owner that has made the Application or the person(so to whom the Dwelling Unit is proposed to be rented or leased or sold under a Disguised Lease Land Contract, or of any other person. In all instances whether a person is a full-time occupant of a Dwelling Unit shall be determined by the Board, in its discretion.

e. Review of Nonowner-Occupied Dwelling Unit. In the event a Lot Owner requests a Dwelling Unit to be approved as Nonowner-Occupied Dwelling Unite, the Lot Owner must submit an Application to the Board. The Application shall be on a form prescribed by the Board from time to time and shall in detail state: (i) the reasons and basis the Lot Owner desires to rent or lease (or to sell under a Disguised Lease Land Contract, as the case may be) the Dwelling Unit; (ii) the contact information of the Lot Owner; (iii) the name and address of the proposed tenant/occupant and any other persons that will occupy the Dwelling Unit on a regular basis; (iv) and such other information as the Board may lawfully request. A copy of the proposed written lease under which the Lot Owner will be leasing the Dwelling Unit if the Application is granted by the Board (or a copy of the proposed land contract in the case of a Disguised Lease Land Contract) shall be attached to the Application. The proposed lease (or the proposed land contract, as the case may be) shall affirmatively state in the body of the proposed lese (or in

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the body of the proposed land contract, as the case may be) in all capital, underlined letters that: (A) a copy of this Amended and Restated Declaration, and the By-Laws, and its rules and regulations (including all amendments thereto) are attached to the proposed lease (or to the proposed land contract, as the case may be); (B) the tenant/occupant (or land contract buyer, as the case may be) agrees to abide by this Declaration, the By-Laws, and rules and regulations while the lease or contract is in force and effect; (C) such documents shall actually be attached to the proposed lease (or the proposed land contract, as the case may be); and (D) that there shall be no more than two (2) persons (the same to include adults and minors) who will make the Dwelling Unit their regular Dwelling Unit for each bedroom in the Dwelling Unit. The number of bedrooms in each Dwelling Unit shall be determined by the Board, in its discretion.

f. Action by the Board. Except as expressly limited herein, the Board shall have the right in its discretion to: (i) approve or disapprove any Application that a Dwelling Unit be authorized to be a Nonowner-Occupied Dwelling Unit, and (ii) make any determinations the Board deems necessary or appropriate in determining whether to approve or disapprove an Application. The Board shall in good faith attempt to meet to being consideration of an Application within twenty (20) days of receipt of an Application that is in the form contemplated herein. No failure on the part of the Board to take action on or failure to consider any Application for a Dwelling Unit to be Nonowner-Occupied Dwelling Unit Home, or any failure of the Association to be active, or to have a Board, shall provide any basis or grounds for contending that a Dwelling Unit may be leased or rented or sold under a Disguised Lease Land Contract, or otherwise.

g. Limitation on Authority of Board. Notwithstanding anything in this Declaration to the contrary: (i) the Board shall not have any authority to approve a Dwelling Unit to be a Nonowner-Occupied Dwelling Unit for a lease term of less than twelve (120 consecutive months; and (ii) the Board shall have no authority to approve a Dwelling unit to be a Nonowner-Occupied Dwelling Unit if at that time there are already two (2) Dwelling Unites previously approved as Nonowner-Occupied Dwelling Units under this Declaration; provided, however, that Dwelling Units which are registered as nonconforming Non0wner-Occpied Dwelling Units under Section 1(j) shall not be included as any of the two (20 Dwelling Units under this Section 1(g).

h. Appeal of Board's Decision. Any Lot Owner may appeal the Board's decision to approve or disapprove a Nonowner-Occupied Home to the members of the Association. The Association shall review the Application and the decision of the Board and for the purposes of this review the Association shall be deemed to have all of the powers, duties, and authority of the Board. The Association shall not be deemed to have taken action on an Application for a Dwelling Unit to be a Nonowner-Occupied Dwelling Unit, unless at least sixty-five percent (65%) of all the then members of the Association vote and sign a written resolution. Any vote

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or action that is leas that sixty-five percent (65%) of the full Association shall be deemed to be affirm the decision of the Board.

i. Approval Shall Run with the Occupant/Lot Owner. In the event the Board or the Association approves the Application for a Dwelling Unit to be a Nonowner-Occupied Dwelling Unit, any such approval shall be limited only to: (i) the proposed written lease and tenant (or proposed Disguised Lease Land Contract and buyer, as the case may be) that was submitted as part of the Application and any leasing (or proposed Disguised Lease Land Contract sale, as the case may be) to any other entity other than the specific tenant, person or entity expressly identified in the approved Application must first be presented to the Board for consideration for approval in the manner Applications are to be considered pursuant to Article VIII, Section 1, of this Declaration; and (ii) be for the benefit of only the Lot Owner at the time of the Application is submitted for approval, and any such approval to lease shall not run with the land and shall expressly run with the specific person making the Application to the Board; provided however, that the term of the lease submitted to and approved by the Board or the Association as part of the Application shall be permitted to continue through either the earlier of: (A) the next applicable termination date of the lease (or land contract, as the case may be), with no further extensions or renewals of any kind whatsoever; or (B) twelve (12) months from lease commencement. Any renewal or extension of a lease shall require the Lot Owner to submit a new Application in accordance with this Article VIII, Section 1.

Section 2. No Dwelling Unit shall be built on any Lot having less than 1300 total sq. ft. in the case of a one story structure, exclusive of one-story open porches, breezeway, or garage.

Section 3.

A. Flood protection grades shall be established to minimize potential damages from surface water. Flood protection grades are 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 the first floor or the minimum sill elevation of any opening below the first floor. The flood protection grades shall be

Lots 42, 49, and 50 shall have a Minimum Flood Protection Elevation of 797.50 feet, NAVD88 Datum

Lots 51 through 56 inclusive shall have a Minimum Flood Protection Elevation of 796.00 feet, NAVD88 Datum

Lots 57 through 59 inclusive shall have a Minimum Flood Protection Elevation of 795.00 feet, NAVD88 Datum

The site benchmark is the top of a steel plate located at the northwest corner of AEP Tower east of Manor Drive at elevation 809.74 NAVD88 Datum.

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B. A minimum rear yard setback of 25 feet shall be provided for all Lots.

C. A minimum side yard setback of 7 feet shall be provided for all Lots.

Section 4. Easements for the installation and maintenance of the utilities and drainage facilities are reserved as shown on the recorded plat. No Lot 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 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 house or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Lot Owners of all Lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes. Any electric public utility charges with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement for 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 5. Any surface drainage easements and Common Area used for drainage purposes shown on the plat are intended for either periodic or occasional use as conductions 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 easements shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstructions exist and to repair and maintain, or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

Section 6. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7. No structure of a temporary character, trailer, camper or camping trailer, mobile home, motor home, travel trailer, semi-tractor, boat, boat trailer, above-ground pool, clothes lines, tent, shack, barn, detached storage shed, dog house, or other outbuilding shall be either used or located on any Lot at any time or used as a residence either temporarily or permanently.

Section 8. No sign of any kind shall be displayed to the public view on any Lot, except for one (1) sign of not more than five (5) square feet advertising the Lot for sale, and in the open house related to such sale.

Section 9. No radio or television antenna or satellite receiver "dish" larger than one (1) meter (39") shall be attached to any Dwelling Unit. No free-standing or detached radio or

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television antenna, or satellite receiver "dish" larger than one (1) meter (39") or similar structure shall be permitted on any Lot.

Section 10. 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 naturel gas shall be erected, maintained or permitted on any Lot.

Section 11. 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 in a Dwelling Unit, provided that they are not kept, bred or maintained for any commercial purpose and do not create a nuisance. Pets shall be taken outdoors only under leash or similar restrained and while attended by its owner and the Lot Owner of the Lot shall be fully liable for any injury or damage to persons property caused by the pet. All pet droppings shall be promptly picked up by the pet owner. Any pet which, in the judgment of the Board of Directors of the Association, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the real estate within ten (10) days after written notice form the Board of Directors to do so. The Board of Directors may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Notwithstanding the foregoing, all "pit dog" breeds, including but not limited to Staffordshire bull terriers, bull terriers, pit terriers, and American pit bull terriers, as such list may be modified by the Board from time to time are prohibited.

Section 12. 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 incinerators or outside incinerators shall be kept or allowed on any Lot. All containers for the storage of such material shall be kept in a clean and sanitary condition and be concealed in the garage and shall not be placed for pickup prior to sundown on the day preceding a scheduled pickup day.

Section 13. All buildings shall be constructed in a substantial and good and workmanlike manner and of new materials. No storm windows, storm doors, awnings, siding or other material or equipment of any nature shall be placed on or attached to the exterior of any structure other than those approved by the Architectural Control Committee of the Association. No solar panels, chasers, or similar structures shall be permitted upon any Lot.

Section 14. In order to maintain a park-like setting, no landscape lighting, yard lights, trees, shrubs, flowers or plantings shall be placed in or on any Lot other than those approved by the Architectural Control Committee of the Association.

Section 15. Except for wheelchairs, no motorized vehicles, including but not limited to snowmobiles and motorcycles, go-carts, and all terrain vehicles, shall be permitted on any of the easements except such as are necessary in connection with utility uses.

Section 16. No unlicensed or unregistered automobiles or motorized vehicles may be parked or maintained on any Lot. No motor vehicle may be disassembled or be allowed to remain in a state if disassembly on any Lot, but instead, shall be equipped at all times for on road driving.

Allen County Recorder Document #: 2014058779

Section 17. No swimming pool of any kind shall be permitted upon any Lot. Not hot tub or similar fixture shall be permitted on any Lot except within the dwelling or on an approved screened patio or porch.

Section 18. No pole lighting erected by a Lot Owner shall exceed six (6) feet in height nor shall lighting attached to a Dwelling Unit be above the roof line.

Section 19. All fencing must be approved by the Architectural Control Committee as to style, height and location. The Architectural Control Committee shall have the right to deny fencing on all or any lots.

Section 20. No individual water supply system, or individual sewage disposal system will be installed, maintained or used on any Lot.

Section 21. In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby reserved and granted to all public utility companies, the Declarant, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and move 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 22. No rain and storm water runoff or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the sanitary sewer system, which shall be a separate sewer system from the storm water and surface water runoff system. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned storm water and surface water runoff sewer system.

Section 23. Before any house or building on any Lot shall be used or occupied as a dwelling or as otherwise provided by the restrictions above, the Declarant or any subsequent Lot Owner of said Lot shall install improvements serving said Lot as provided in said plans and specifications for this Addition filed with the Plan Commission of Allen County. This covenant shall run with the land and be enforceable by Allen County, Indiana, or by an aggrieved Lot Owner.

Section 24. Before any Lot may be sued or occupied, such user or occupier shall first obtain from the Zoning Administration the Improvement Location Permit and Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Section 25. Notwithstanding anything in these restrictions to the contrary otherwise providing, the Developer shall have the right from time to time to maintain a temporary filed office and sales office on nay sit (6) or fewer contiguous Lots and shall have the further right, subject only to the approval of the Architectural Control Representative, to place and maintain signs promoting the development of the Subdivision.

Allen County Recorder Document #: 2014058779

Section 26. Enforcement. A Lot Owner or the Association shall have a right of action against any Lot Owner (and/or other occupant of the Lot) for failure to comply with any provision of this Declaration. A Lot Owner or the Association may seek enforcement under this Section 26 through court proceedings for injunctive relief, for damages, or for both, including, without limitation, such relief as is further set forth herein; provided however, that there shall be no right of reversion or forfeiture of title resulting from such violation.

a. Equitable Remedies. The rights and obligations set forth in this Declaration constitute unique and distinctive property rights and obligations which are not generally available or replaceable, and for which the payment of monetary damages may not be adequate compensation in the event of a violation thereof. Any violation or threatened violation of this Declaration by a Lot Owner, or any person acting through or on behalf of a Lot Owner, or any person occupying or in possession of the Lot with consent of the Lot Owner, may cause irreparable damage or harm to the other Lot Owners and the Association, all of which will be extremely difficult to measure; therefore, a Lot Owner or the Association shall have the right to temporary or permanent injunctive relief issued by any court of competent jurisdiction to (a)enjoin or restrain any Lot Owner, or any person acting through or on behalf of a Lot Owner, or any person occupying or in possession of the Lot with consent of the Lot Owner from any violation, or threatened violation, of this Declaration; and/or (b) order or declare that the Lot Owner, or any person acting through or on behalf of a Lot Owner, or any persons occupying or in possession of the Lot with consent of the Lot Owner shall act in accordance with the terms and provisions of this Declaration.

b. Action by Association. Notwithstanding any provision in this Declaration to the contrary, any action to enforce this Declaration by the Association shall only be taken by a vote of a majority of the Board.

c. No Duty to Enforce. The Lot Owners or Association shall not be liable for any damages of any kind to any person for failing either to enforce or carry out any provisions of this Declaration.

d. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation, or threatened violation, of any one or more of the provisions of this Declaration shall be held to get a waiver by that party (or an estoppel of that party to assert) of any right available to him upon the occurrence, reoccurrence, or continuation of such violation or violations of the Declaration.

e. Attorneys' Fees. Any Lot Owner, the Association, or the Association Board shall be entitled to recover their costs and reasonable attorneys' fees incurred in the enforcement against any person who violates or threatens to violate this Declaration.

Allen County Recorder Document #: 2014058779

Section 27. Invalidation of any one of these covenants or restriction by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 28. No Lot or combination of Lots may be further subdivided until approval therefore has been obtained from the Allen County Plan Commission.

Section 29. Amendment. This Declaration shall run with and bind the Subdivision for a term commencing on the date this Declaration is recorded in the Office of the Recorder of Allen County, Indiana and expiring January 1, 2014, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless by vote off sixty-five percent (65%) of the then Lot Owners it is agreed to change or amend this Declaration in whole or in part, or to terminate it. Amendments to this Declaration shall be proposed and adopted in the following manner:

(a) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting of the Lot Owners at which the proposed amendment is to be considered.

(b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board or a majority of the Lot Owners.

(c) Meeting. The resolution concerning a proposed amendment must be adopted by not less than sixty-five percent (65%) of both Classes of the Lot Owners at a meeting duly called and held in accordance with the provisions of the By-Laws.

(d) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than sixty-five percent (65%) of both Classes of Lot Owners.

(e) Recording. Each amendment to this Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Allen County, Indiana, and such amendment shall not become effective as to bona fide purchasers without actual notice thereof until so recorded.

Allen County Recorder. Document #: 2014058779

IN WITNESS WHEREOF, PERFORMANCE PROPERTY GROUP, LLC, an Indiana limited liability company, Owner of the real estate described in said Plat, has hereunto set its hand and seal by its authorized officer, this 1st day of Dec, 2014.

PERFORMANCE PROPERTY GROUP, LLC
An Indiana limited liability company,

BY: _____
Christopher Bartkus, Member Manager

STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said State and County, personally appeared Christopher Bartkus, who being first duly sworn and upon his/her oath, deposes and says that he/she has read the above and forgoing and affirms the truth of its contents.

Dated: _____

My Commission Expires: _____

_____
W. Randall Kammeyer, Notary Public
Resident of Allen County

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. W. Randall Kammeyer

Prepared by W. Randall Kammeyer, #16439-49, Hawk, Haynie, Kammeyer & Smith, LLP. 116 East Berry Street, Lincoln Tower Suite 302, Fort Wayne, IN 46802 (260) 422-1515.

Return to: Hawk, Haynie, Kammeyer & Smith, LLP

Allen County Recorder Document #: 2014058779

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FIRST AMENDMENT OF DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, AND EASEMENTS FOR MAJESTIC WATER VILLAS, SECTION ONE A VILLAMINIUM RESIDENTIAL SUBDIVISION ADDITION IN WASHINGTON TOWNSHIP, ALLEN COUNTY, INDIANA

This Amendment of the Dedication and Declaration of Protective Restrictions, Covenants, Limitations, and Easements for Majestic Water Villas, Section One, a Villaminium Residential Subdivision Addition in Washington Township, Allen County, Indiana ("Amendment") is made effective as of the 14th day of July, 2016 ("Effective Date"), by PERFORMANCE PROPERTY GROUP, LLC, an Indiana limited liability company ("Developer"), and the undersigned Owners of Lots (collectively "Owners") in Majestic Water Villas, Section One (the "Subdivision").

RECITALS

A. Developer executed that certain Dedication and Declaration of Protective Restrictions, Covenants, Limitations, and Easements for Majestic Water Villas, Section One, dated December 1, 2014, and recorded on December 9, 2014 as Document Number 2014058779, in the Office of the Recorder of Allen County, Indiana (the "Covenants").

B. Capitalized terms not otherwise defined in this Amendment shall have the same meanings given to them in the Covenants.

C. Article VIII, Section 29 of the Covenants provides that an amendment to the Declaration of Covenants must be approved by a vote of not less than sixty-five percent (65%) of Owners. This Amendment shall be executed by the Developer with consents from all other current Owners.

D. Developer is the Owner of Lots 1 through 34, inclusive, 42, 49 through 53, inclusive, 55, 57 through 84 inclusive, and 86 through 90, inclusive.

E. Developer and the other Owners who have signed this Amendment collectively comprise of more than sixty-five percent (65%) of the Lots in the Subdivision.

F. Developer and the Owners desire to amend the Covenants to correct a scrivener's error in Article VIII, Section 29 and to make these Covenants consistent with the covenants of Majestic Water Villas, Section Two, and to amend Article VIII, Section 3 (B) and Section 3(C), to the maximum allowed setback under the current zoning ordinance of Allen County, Indiana.

AMENDMENTS

Developer and the Owners amend the Covenants as follows:

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ANITA MATHER
ALLEN COUNTY RECORDER
FORT WAYNE, IN

Hold Hawnie Box

1. Article VIII, Section 3 (B) of the Covenants is deleted in its entirety and is replaced with the following new Section 3(B):

A minimum rear yard setback of twenty percent (20%) of the lot depth or 25 feet, whichever is less, shall be provided for all Lots.

2. Article VIII, Section 3 (C) of the Covenants is deleted in its entirety and is replaced with the following new Section 3(C):

A minimum side yard setback of 5 feet shall be provided for all Lots.

3. **Article VIII, Section 29** of the Covenants is deleted in its entirety and is replaced with the following new Section 29:

Section 29. Amendment. This Declaration shall run with and bind the Subdivision for a term commencing on the date this Declaration is recorded in the Office of the Recorder of Allen County, Indiana and expiring January 1, 2024, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless by vote of sixty-five percent (65%) of the then Lot Owners it is agreed to change or amend this Declaration in whole or in part, or to terminate it. Amendments to this Declaration shall be proposed and adopted in the following manner:

(a) *Notice.* Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting of the Lot Owners at which the proposed amendment is to be considered.

(b) *Resolution.* A resolution to adopt a proposed amendment may be proposed by the Board or a majority of the Lot Owners.

(c) *Meeting.* The resolution concerning a proposed amendment must be adopted by not less than sixty-five percent (65%) of both Classes of the Lot Owners at a meeting duly called and held in accordance with the provisions of the By-Laws.

(d) *Adoption.* Any proposed amendment to this Declaration must be approved by a vote of not less than sixty-five percent (65%) of both Classes of Lot Owners.

(e) *Recording.* Each amendment to this Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Allen County, Indiana, and such amendment shall not become effective as to bona fide purchasers without actual notice thereof until so recorded.

4. *Full Force and Effect.* All other provisions of the Covenants not amended by this Amendment shall continue in full force and effect.

5. *Plan Commission Approval.* The Plan Commission approved this Amendment on May 22, 2016.

6. *Approval by Required Percentage of Lot Owners.* This Amendment has been approved by all Owners of the Lots in Section One of the Subdivision.

7. *Authority to Sign.* Each person signing this Amendment in a representative capacity on behalf of an entity warrants and represents that, (i) the person executing this Amendment has the actual authority and power to so sign, and to bind the person's respective principal to the provisions of this Amendment, and (ii) all corporate or other entity action necessary for the making of this Amendment has been duly taken.

8. *Effective Upon Recording.* This Amendment shall be effective upon its recordation in the Office of the Recorder of Allen County, Indiana.

IN WITNESS WHEREOF, this Amendment has been signed as of the Effective Date.

"DEVELOPER"

Performance Property Group, LLC
an Indiana Limited Liability Company

BY: _____
CHRISTOPHER BARTKUS

STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said State and County, personally appeared Performance Property Group, LLC, by Christopher Bartkus, its Member Manager, who being first duly sworn and upon his oath, deposes and says that he has read the above and forgoing and affirms the truth of its contents.

Dated: July 14, 2016

My Commission Expires:
2/7/20

Gloria E. Stuerak
GLORIA E. STUERAK, Notary Public
Resident of Allen County

This instrument prepared by W. Randall Kammeyer, Attorney No. 16439-49, Hawk, Haynie, Kammeyer & Smith, LLP, 116 East Berry Street, Lincoln Tower Suite 302, Fort Wayne, IN 46802, (260) 422-1515.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. *W. Randall Kammeyer.*

CONSENT OF LOT OWNERS

We, Richard K. Reising and Joanne K. Reising, husband and wife, and the owners of Lot 54 in Majestic Water Villas, Section One, consent to this Amendment.

Richard K. Reising

Joanne K. Reising

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this 14th day of July, 2016, personally appeared Richard K. Reising, and acknowledged the execution of the above and foregoing document as their voluntary act and deed for the purposes and uses set forth in this document.

Gloria E. Stverak

GLORIA E. STVERAK, Notary Public
Resident of ALLEN County, Indiana

My Commission Expires:
2/7/20

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this 14th day of July, 2016, personally appeared Joanne K. Reising, and acknowledged the execution of the above and foregoing document as their voluntary act and deed for the purposes and uses set forth in this document.

Gloria E. Stverak

GLORIA E. STVERAK, Notary Public
Resident of Allen County, Indiana

My Commission Expires:
2/7/20

CONSENT OF LOT OWNERS

We, Douglas R. Messmann and Holly R. Messmann, husband and wife, and the owners of Lot 56 in Majestic Water Villas, Section One, consent to this Amendment.

Douglas R. Messmann

Holly R. Messmann

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this 14th day of July, 2016, personally appeared Douglas R. Messmann, and acknowledged the execution of the above and foregoing document as their voluntary act and deed for the purposes and uses set forth in this document.

GLORIA E. STVERAK, Notary Public
Resident of ALLEN County, Indiana

My Commission Expires:
2/7/20

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this 14th day of July, 2016, personally appeared Holly R. Messmann, and acknowledged the execution of the above and foregoing document as their voluntary act and deed for the purposes and uses set forth in this document.

GLORIA E. STVERAK Notary Public
Resident of ALLEN County, Indiana

My Commission Expires:
2/7/20

CONSENT OF LOT OWNERS

I, Sharon G. Schlatter, owner of Lot 85 in Majestic Water Villas, Section One, consent to this Amendment.

Sharon Schlatter

Sharon G. Schlatter

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this 14th day of July, 2016, personally appeared Sharon G. Schlatter, and acknowledged the execution of the above and foregoing document as their voluntary act and deed for the purposes and uses set forth in this document.

Gloria E. Siverhk

GLORIA E. SIVERHK, Notary Public
Resident of ALLEN County, Indiana

My Commission Expires:
2/7/20

BY-LAWS
OF
MAJESTIC WATER VILLAS COMMUNITY ASSOCIATION, INC.

ARTICLE I
PURPOSES AND POWERS

Section1.01. Purposes. The purposes of the Corporation shall be those expressed in Article II of its Articles of Incorporation.

Section1.02. Purposes. Subject to all limitations and restrictions imposed by law, the Articles of Incorporation and by the Dedication, Protective Restrictions, Covenants, Limitations and Easements appended to as part of the dedication and plat of Majestic Water Villas, which was recorded on December 9, 2014, at Plat Cabinet G, page 98, as Document No. 2014058779, as well as all subsequently adopted amendments thereto, and by the Dedication, Protective Restrictions, Covenants, Limitations and Easements appended to as part of the dedication and plat of Majestic Water Villas (Section Two), which was recorded on August 4, 2015, at Plat Cabinet G, page 112, as Document No. 2015040411, as well as all subsequently adopted amendments thereto (collectively, the "Declaration") and in furtherance of the purposes referred to in Section 1.01 above, the Corporation shall have and may exercise all of the powers set forth in the Declaration and all other powers not denied to corporations incorporated under I.C.23-7-1.1 (the "Act"), including but not limited to:

(a) the acceptance of a transfer from the Developer or third parties of such additional real and/or personal property as the Corporation may deem appropriate;

(b) the determination (within the limits set forth in the Declaration) of the amount of the various assessments identified in the Declaration, and the levy and collection of same as provided in the Declaration;

(c) the carrying out of its duties for architectural control of Lots as those duties are defined in the Declaration;

(d) the enforcement, by any proceedings at law or in equity, of all restrictions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration; and

(e) the carrying out of such other duties and responsibilities imposed upon the Corporation as now exists, or as my be hereafter imposed by the provisions of the Declaration;

provided, however, that:

(1) the Corporation shall not engage in any activity for the purpose of or resulting in the private profit or pecuniary remuneration of its members, directors, officers, or employees, and no part of the net earnings of the Corporation shall insure to the benefit of any member, director, officer or employee.

(2) the Corporation shall not compensate any director for services rendered in that capacity to the Association. However, any director may be remunerated for actual expenses incurred in the performance of his duties;

(3) the Corporation shall not directly or indirectly participate (including the publishing or distributing of any statements) or intervene in any political campaign on behalf of, or in opposition to any candidate for public office;

(4) the Corporation shall not be operated primarily as a social club for the benefit, pleasure or recreation of its members;

(5) the Corporation shall not carry on business with the general public in a manner similar to organizations which operate for profit.

ARTICLE II
OFFICES

Section 2.01. Principal Office. The principal office of the Corporation shall be located at such location in Allen County, Indiana, as may be determined by the Board of Directors from time to time.

ARTICLE III
MEMBERS

Section 3.01. Members. The members of the Corporation shall be the owners of each Lot within the Subdivision and shall hold membership rights as provided in Declaration, as amended.

Section 3.02. Annual Meeting. The annual meeting of the members of the Corporation shall be held at the principal office of the Corporation or at such other place within Allen county, Indiana which is reasonably convenient for members to attend at any time during the first six months of each year, as fixed and determined by the Board of Directors from time to time. At the annual meeting, the directors for the ensuing year shall be elected, the officers of the Corporation shall present their annual reports, and all such other business as may properly be brought before the meeting shall be transacted. The Secretary of the Corporation shall cause notice of the annual meeting to be given to each member of record of the Corporation entitled to vote by depositing in the United States Mail, first class, postage prepaid, in an envelope addressed to the latest address of such member as the same appears on the records of the Corporation, a written or printed notice stating the place, day and hour of the holding of such meeting, such notice to be mailed at least ten (10) days and not more than thirty (30) days before the date of such meeting. Notice of such meeting shall also include a description of any matter or matters to be considered at the meeting which require members' approval.

Section 3.03. Special Meetings. Special meetings of the members may be held at the principal office of the Corporation or at such other place within Allen County, Indiana which is reasonably convenient for members to attend as may be designated in the notice or waiver of notice of such meeting. Special meeting may be called in writing by the President, by a majority of the Board of the Directors or by written petition signed by the holders of not less than ten percent (10%) of the memberships entitled to vote. The Secretary of the Corporation shall cause notice of the holding of any such special meeting to be given to each member of record of the Corporation entitled to vote upon the business to be transacted at the meeting, and only matters within the purposes set forth in the meeting notice may be considered at a special meeting. Notice shall be given by depositing in the United States Mail, first class, postage prepaid, in an envelope addressed to the latest address of each such member as the same appears upon the books of the Corporation, a written or printed notice stating the place, day, hour and purpose or purposes for which such meeting is called, such notice to be so mailed at least ten (10) days but no longer than thirty (30) days before the date of such meeting.

Section 3.04. Address of Members. The address of any member appearing upon the records of the Corporation shall be deemed to be the latest address of such member that has been furnished in writing to the Corporation by such member.

Section 3.05. Waiver of Notice. Notice of any members' meeting may be waived in writing by any member if the waiver sets forth in reasonable detail the purpose or purposes for which the meeting is called and a time and place thereof. Written waivers of notice shall be included in the minutes of the meeting or otherwise filed with the Corporation's records. Attendance at any meeting in person, or by proxy when the instrument of proxy sets forth in

reasonable detail the purpose or purposes for which the meeting is called, shall constitute a waiver of notice of such meeting. Each member who has, in the manner above provided, waived notice of a members' meeting or who personally attends a members' meeting or is represented thereat by a proxy authorized to appear by an instrument of proxy complying with the requirements below set forth, shall be conclusively presumed to have been given due notice of such meeting. When all members shall meet in person, such meeting shall be valid for all purposes and at such meeting any corporate action may be taken.

Section 3.06. Quorum. Subject to the provisions of Section 3.07 and 3.08 of these By-Laws, below, at any other meeting of the members, the holders of twenty percent (20%) of the memberships entitled to vote who are present in person or represented by proxy shall constitute a quorum for the transaction of business. For purposes of the annual or regular meeting, in which a matter to be voted on is not described in the notice of such meeting, a quorum shall then consist of thirty-three and one third percent (33 1/3%) of the memberships entitled to vote. If the holders of the number of memberships necessary to constitute a quorum shall fail to attend in person or by proxy at the time and place fixed for such meeting, the holders of a majority of the memberships present in person or by proxy may adjourn from time to time, without notice other than announcement at the meeting, until holders of the number of memberships requisite to constitute a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 3.07. Voting and Proxy. Subject to the provisions of Section 3.08 of these By-Laws, below, no membership shall be voted at any time when any assessment with respect to the Lot for which such membership is held is past due and unpaid. Class A and Class B members shall have voting rights as provided in the Declaration. All classes of members may vote either in person or by proxy appointed in writing and subscribed by such member or by his duly authorized attorney-in-fact, or appointed by electronic mail sent by such member or attorney-in-fact, and delivered to the Secretary of the Corporation at or before the time of the holding of such meeting. No such proxy shall be valid after eleven (11) months from the date of its execution unless a longer time is expressly provided for therein. Memberships held by fiduciaries may be voted by the fiduciaries in such manner as the instrument or order appointing such fiduciaries may direct. If all persons who war together entitled to one membership do not agree upon the exercise of voting rights, the following provisions shall apply: (1) where a membership is held jointly by three (3) or more persons, such membership shall be voted in accordance with the will of the majority; (2) where such persons or a majority of them cannot agree, or where they are equally divided upon the question of voting such membership, such membership shall be voted as may be directed by any court of general equity jurisdiction, as such court may deem for the best interests of the membership, upon petition filed by any such person or any party in interest.

Section 3.08. Meetings for Assessments. Provisions of notice, quorum and voting as contained in these By-Laws notwithstanding, any meeting of the Association called for the purpose of considering Annual Assessments or Special Assessments shall be governed by the rules for notice, quorum and voting for those purposes as contained in the Declaration, and those provisions contained in the Declaration shall take precedence over inconstant provisions contained in these By-Laws.

Section 3.09. Voting List. The Secretary of the Corporation shall keep at all times a complete and accurate list of the members entitled by the Articles of Incorporation to vote upon any issue coming before the membership with het address and number of memberships so entitled to vote held by each, which list shall be on file at the principal office of the Corporation and subject to inspection by any member. Such list may be inspected by any member, for any proper purpose, at any reasonable time.

Section 3.10. Member Action by Consent in Lieu of Meeting. Subject to the provisions of Section 3.08 of these By-Laws, above, any action required or permitted to be taken at any meeting of member may be taken without a meeting if prior to such action a consent in writing setting forth the action to be taken is signed by at least 80% of the members entitled to vote, and such written consent is filed with the minutes of the proceedings of the members. Written consents must be delivered to all members entitled to vote.

ARTICLE IV
NOMINATION AND ELECTION OF DIRECTORS

Section 4.01. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association who may or may not be members of the Board of Directors. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nomination may be made from among members or non-members

Section 4.02. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies by case, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The

persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE V
DIRECTORS

Section 5.01. Number. The present number of directors of the Corporation is three (3). The number of directors of the Corporation may be increased or decreased to any number not less than three (3) or more than twelve (12) by amendment of this section 5.01, which amendment shall state the new number of the directors, but no decrease shall shorten the term of an incumbent director. Directors shall be members of the Corporation or shall be agents or employees of a member of the Corporation. Directors shall be elected at an annual meeting of the members or at a special meeting called for that purpose. The President, Vice President, Treasurer and Secretary shall be elected to serve for two (2) consecutive years, or until his successor shall be elected and qualified. The other three (3) directors shall be elected to serve for one (1) year, or until his successor shall be elected and qualified. If a director is elected at a special meeting, the director shall be elected for the period ending with the annual meeting and until his successor shall be elected and qualified.

Section 5.02. Vacancies. Any director may resign his office at any time by delivering his resignation in writing to the Corporation, which resignation shall become effective immediately upon delivery of the same, unless the terms of the resignation specify a different effective date, and the acceptance of such resignation, unless required by the terms thereof, shall not be necessary to make such resignation effective. Any vacancy occurring in the Board of Directors caused by resignation, death, or other incapacity, or increase in the number of directors, shall be filled by a majority vote of the remaining members of the Board until the next annual meeting of the members or, in the discretion of the Board, such vacancy may be filled by the vote of members at a special meeting called for that purpose.

Section 5.03. Removal of Directors. A director may be removed with or without cause by the vote of the holders of a majority of the memberships entitled to vote at a special meeting of members called for the purpose. Notice of such meeting shall state that the purpose of the meeting is the removal of a director.

Section 5.04. Regular Meetings. A regular meeting of the Board of Directors shall be held at the place of and immediately following the annual meeting of the members. Other regular meetings may be held at the principal office of the Corporation or at any other place within Allen County, Indiana reasonably convenient for directors to attend, at such times and places as the Board of Directors may fix from time to time.

Section 5.05. Special Meetings. Special meetings of the Board of Directors shall be held at the principal office of the Corporation or at any other place within Allen County, Indiana reasonably convenient for directors to attend whenever called by the President or the Secretary of the Corporation or by any two of the members for the Board. At least seventy-two (72) hours' notice of such meeting specifying the time, place, and purpose thereof shall be given to each director either personally, by written notice deposited in the United States mail, first class, postage prepaid in an envelope addressed to such director, or by telephone or telegram. Notice of the time, place, and purpose of the holding of any such special meeting may be waived in writing by any director if the waiver sets forth in reasonable detail the purpose or purposes for which the meeting is called and the time and place thereof. Written waivers of notice shall be included in the minutes of the meeting or otherwise filed with the Corporations records. Attendance at any meeting in person by any director shall constitute a waiver of the notice of such meeting. Whenever all of the directors shall meet, such meeting shall be failed for all purposes and at such meeting any corporate action may be taken.

Section 5.06. Quorum and Voting. A majority of the actual number of directors elected and qualified from time to time shall be necessary to constitute a quorum for the transaction of any business (except the filling of vacancies, in which case a quorum shall be a majority of the remaining directors) an the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by the Act, the Articles of Incorporation or another provision of these By-Laws.

Section 5.07. Directors' or Committee Action by Consent in Lieu of Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if prior to such action a written consent to such action is signed by all of the members of the Board of directors or of such committee and such written consent is filed with the minutes of the proceedings of the Board of Directors or committee.

ARTICLE VI
OFFICERS

Section 6.01. Officers. The officers of the Corporation shall consist of a President, a Treasurer, and a Secretary, and f desired by the Board of Directors one or more Vice Presidents, and one or more Assistant Secretaries and Assistant Treasurers, all of who shall be elected by the Board of Directors of the Corporation at the first meeting thereof immediately following the annual meeting of the members; and they shall hold office, subject to removal as provided by law, until their successors are elected and qualified. One person may hold more than one office, except that the offices of the President and Secretary shall not be held by the same person. The officers shall be chosen from among the directors of the Corporation.

Section 6.02. Removal. Any officer of the Corporation may be removed by the Board of Directors whenever the Board of Directors in its judgment believes that the best interests of the Corporation will be served by such removal. Such removal will be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer does not of itself create contract rights.

Section 6.03. Compensation. Officers shall not be entitled to compensation for their services.

Section 6.04. Duties.

(a) President. The President shall be the chief executive officer of the Corporation and shall have the powers and perform the duties usually incident to that office. He shall preside at all meetings of the members and of the Board of Directors. He shall submit to the Board of Directors, at least ten (10) days prior to the annual meeting of the members an annual report of the operations of the Corporation during the preceding fiscal year, complete detailed statements of all income and expenditures and a balance sheet showing the financial condition of the corporation at the close of the fiscal year. The President is authorized to sign, on behalf of the Corporation, contracts and other instruments in writing. The Secretary shall thereupon attest any such document requiring such attestation under the corporate seal of the Corporation.

(b) Vice President. In the absence or inability of the President to act, his duties shall be performed and his powers may be exercised by the Vice President. The Vice President shall perform such other duties as shall be delegated to him by the Board of Directors.

(c) Secretary. The Secretary shall keep or cause to be kept a full, true and complete record of all of the meetings of the members and of the Board of Directors and shall have charge of the minute book of the Corporation and of all its other books and documents (except the books of account). He shall have custody of the corporate seal, and he shall affix the same to and countersign papers requiring such acts, but only upon the order of the Board of Directors or the President, and shall perform such other duties as may be required by the Board of Directors or the President.

(d) Treasurer. The Treasurer shall have custody of the funds and other personal property of the Corporation and shall keep, or case to be kept, correct and

accurate books of account and shall also deposit, or see to the deposit of, the funds of the Corporation in a depository to be approved by the Board of Directors. He shall keep full and accurate accounts of all assets, liabilities, commitments, receipts, disbursements and other financial transactions of the Corporation in books belonging to the Corporation; shall (if directed by the Board of Directors) cause regular audits of such books and records to be made; shall see that all expenditures are made in accordance with procedures duly established, from time to time, by the Corporation; shall render financial statements at all regular meetings of the Board of Directors, and a full financial report at the annual meeting of members, if called upon so to do; and, shall perform such other duties as may, from time to time, be delegated to him by the Board of Directors or the President.

(e) Assistant Secretary. An Assistant Secretary shall assist the Secretary of the Corporation and shall perform such other duties as are delegated to him by the Board of Directors.

(f) Assistant Treasurer. An Assistant Treasurer shall assist the Treasurer of the Corporation and shall perform such other duties as are delegated by him by the Board of Directors.

ARTICLE VII
COMMITTEES

Section 7.01. The Association may appoint an Architectural Control Committee, to review and enforce compliance with the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE VIII
ASSESSMENTS

Section 8.01. As more fully provided in Article IV of the Declaration, each member is obligated to pay to the Association Annual and Special Assessments which are secured by a continuing lien upon the property against which the Assessment is made. The Association has specific remedies at law regarding collection of these Assessments including foreclosure, which remedies are further provided for in the Declaration and that may be allowed by state law. The Association's remedies between the Declaration and state law shall be cumulative, not exclusive. The Association shall be entitled to collect such Assessments, interest, costs and reasonable attorney's fees should the pursuit of such remedies be required, which additional costs shall be added to the amount of such Assessment. No Member may waive or otherwise

escape liability for the Assessments provided herein by the nonuse of the Common Area or abandonment of his Lot.

ARTICLE IX
BOOKS AND RECORDS

Section 9.01. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE X
FUNDS

Section 10.01. Depository. The funds of the Corporation shall be deposited in a depository or depositories to be selected by the Board of Directors of the Corporation.

Section 10.02. Withdrawal of Funds. The funds of the Corporation may be withdrawn and disbursed by such officers as may be designated by the Board of Directors.

ARTICLE XI
AMENDMENTS

Section 11.01. These By-Laws may be amended by the Board of Directors, by the affirmative votes of a majority of the whole Board, at any regular or special meeting notice of which contains the proposed amendment or a digest thereof, or at any meeting, regular or special, at which all directors are present, or by a majority of a quorum of the members at any duly called meeting of the Association.

ADOPTED

The above and foregoing By-Laws were adopted on the 1st day of September, 2015.