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DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED OF THE PLAT OF COMMUNITY OF NOBLE HAWK, SECTION I A SUBDIVISION IN ALLEN TOWNSHIP, NOBLE COUNTY, INDIANA

North Eastern Construction Co., Inc., an Indiana Corporation, by Joseph L. Zehr, its President, declares that it is the owner of the real estate shown and legally described in this plat ("Real Estate"), and lays off, plats and subdivides the Real Estate in accordance with the information shown on the certified plat attached to and incorporated by reference in this document. The platted Subdivision shall be known and designated as The Community of Noble Hawk, Section I, a Subdivision in Allen Township, Noble County, Indiana.

The lots are numbered from 1 to 38 inclusive, and all dimensions are shown in feet and decimals of a foot on the Plat. All streets and easements specifically shown or described are expressly dedicated to public use for their usual and intended purposes.

PREFACE

The Community of Noble Hawk, Section I is part of a tract of real estate which is currently planned to be subdivided into a maximum of 125 residential lots. In addition to the recordation of the Plat and this document, there will be recorded articles of incorporation of the The Community Association of Noble Hawk, Inc., it being Developer's intention that each Owner of a Lot in The Community of Noble Hawk, Section I, will become a member of said Association and be bound by its articles of incorporation and bylaws.

Section 1. **Definitions**. The following words and phrases shall have the meanings stated, unless the context clearly indicates that a different meaning is intended:

1.1 "Articles". The articles of incorporation adopted by the Association and approved by the Indiana Secretary of State, and all amendments to those articles.

1.2 "Association". The Community Association of Noble Hawk, Inc., an Indiana nonprofit corporation, and its successors and assigns.

1.3 "Board of Directors". The duly elected board of directors of the Association.

1.4 "Builder". An entity which purchases and owns a lot for the purpose of erecting thereon a dwelling for sale to a third party.

1.5 "Bylaws". The bylaws adopted by The Community Association of Noble Hawk, Inc., and all amendments to those bylaws.

1.6 "Committee". The Architectural Control Committee established under Section 5 of the Covenants.

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1.7 "Common Area". All real property owned by the Association for the common use and enjoyment of Owners.

1.8 "Covenants". This document and the restrictions, limitations and covenants imposed under it.

1.9 "Developer". North Eastern Construction Co., Inc., an Indiana corporation, and its assigns and successors in interest in the Real Estate.

1.10 "Golf Club". Noble Hawk Golf Links, L.L.C.

1.11 "Golf Course". The golf facility adjacent to The Community of Noble Hawk, owned and operated by the Golf Club.

1.12 "Lot", and in plural form, "Lots". Any of the platted lots in the Plat, or any tract(s) of Real Estate which may consist of one or more Lots or part(s) of them upon which a residence is erected in accordance with the Covenants, or such further restrictions as may be imposed by any applicable zoning ordinance; provided, however, that no tract of land consisting of part of a Lot, or parts of more than one Lot, shall be considered a "Lot" under these Covenants unless the tract has a frontage of at least 100 feet in width at the established front building line as shown on the Plat.

1.13 "Noble Hawk". The Community of Noble Hawk, Section I.

1.14 "Owner, and in the plural form Owners". The record owner(s) [whether one or more persons or entities] of fee simple title to the Lots, including contract sellers, but excluding those having an interest in a Lot merely as security for the performance of an obligation.

1.15 "Plan Commission". The Kendallville City Plan Commission, or its successor agency.

1.16 "Plat". The recorded secondary plat of Noble Hawk.

1.17 "Subdivision". The platted Subdivision of Noble Hawk.

Section 2. **Property Rights.**

2.1 Owners' Easements of Enjoyment. Each Owner shall have the right and an easement of enjoyment in the Common Area that is appurtenant to and passes with the title to every Lot, subject to the following rights which are granted to the Association.

2.1.1 - To charge reasonable admission and other fees for the use of any recreational facility located in the Common Area.

2.1.2 - To suspend the voting rights and right to the use of the recreational

facilities in the Common Area for any period during which any assessment against an owner's Lot remains unpaid, or an Owner is in violation of the Covenants, the Articles, the Bylaws, or any published rule of the Association.

2.1.3 - 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 Association's members. No such dedication or transfer shall be effective unless an instrument signed by at least two-thirds of each class of Association members agreeing to such dedication or transfer, is recorded.

2.2 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, the Owner's right to use and enjoy the Common Area and recreational facilities in it, to members of the Owner's family, and tenants or contract purchasers who reside on the Owner's Lot.

Section 3. **MEMBERSHIP AND VOTING RIGHTS**

3.1 Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

3.2 The Association shall have the following two classes of voting memberships:

3.2.1 Class A. Class A membership consists of all Owners, except Developer. Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as its Owners among themselves determine; but in no event shall more than one vote be cast with respect to a Lot.

3.2.2 Class B. Class B membership consists of Developer. The Class B member shall be entitled to 250 votes less that number of votes which Class A members are entitled to exercise. Class B membership shall cease upon the happening of either of the following events, whichever occurs first:

3.2.2.1 - When fee simple title to all Lots have been conveyed by Developer; or

3.2.2.2 - on December 31, 2006.

Section 4. **COVENANT FOR MAINTENANCE ASSESSMENTS**

4.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner, except Developer, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: [1] annual assessments or charges; and [2] special assessments for capital improvements. Such assessments to be established and collected as provided in these Covenants and the Bylaws. The annual and special assessments, together with interest, costs and

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reasonable attorney 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 fees, shall also be the personal obligation of the person who was Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health and welfare of the residents in the Subdivision, and for the improvement of facilities in the Subdivision.

4.3 Maximum Annual Assessments. Until January 1 of the year immediately following the first conveyance by Developer of a Lot, the maximum annual assessment shall be One Hundred Seventy-Five Dollars ($175.00) per Lot, plus an annual assessment for garbage and solid waste disposal pursuant to Section 10. Subsequent assessments may be made as follows:

4.3.1 - From and after January 1 of the year immediately following such first conveyance of a Lot, the maximum annual assessment may be increased each year by the Board of Directors, by a percentage not more than 8% above the annual assessment for the previous year, without a vote of the membership.

4.3.2 - From and after January 1 of the year immediately following such first conveyance of a Lot, the maximum annual assessment may be increased by a percentage in excess of 8%, only by the vote or written assent of a majority of each class of members of the Association.

4.4 Special Assessments For Capital Improvements. In addition to the annual assessments authorized in Section 4.3, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any new construction, or repair or replacement of an existing capital improvement in the Common Area, including fixtures and related personal property; provided that any such assessment shall require the vote or written assent of 75% of each class of members of the Association.

4.5 Notice and Quorum for Any Action Authorized Under Subsections 4.3 and 4.4. Any action authorized under Sections 4.3.2 and 4.4 shall be taken at a meeting of the Association called for that purpose, written notice of which shall be sent to all members not less than 30 days, nor more than 60 days, in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite percentage of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by an officer of the Association within 30 days of the date of such meeting.

4.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly or yearly basis.

4.7 Date of Commencement of Annual Assessments Due Dates. The annual assessments allowed under Section 4.3 shall commence as to all Lots then subject to an assessment, on the first day of the month following the first conveyance of a Lot by Developer. The first annual assessment shall be pro rated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of the date the annual assessment is due. Written notice of the annual assessment shall be given to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether an assessment on a Lot has been paid.

4.8 Effect of Nonpayment of Assessments/Remedies of the Association.

4.8.1 - Any assessment not paid within 30 days after its due date shall bear interest from the due date at the rate of 12% per annum, or at the legal rate of interest in Indiana, whichever is higher.

4.8.2 - The Association may bring an action at law against each Owner personally obligated to pay the same, and foreclose the lien of an assessment against a Lot. No Owner may waive or otherwise escape liability for the assessments made under the Covenants by non-use of the Common Area or abandonment of a Lot. The lien for delinquent assessments may be foreclosed in the same manner as mortgages are foreclosed in Indiana. The Association shall also be entitled to recover the attorney fees, costs and expenses incurred because of the failure of an Owner to timely pay assessments made under this Section 4.

4.9 Subordination of Assessment Lien to First Mortgages Liens. The lien of the assessments made under the Covenants shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien against it. No sale or transfer shall relieve an owner or Lot from liability for any assessment subsequently becoming due, or from the lien of an assessment. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer.

Section 5. **ARCHITECTURAL CONTROL.**

5.1 No building, wall, in-ground swimming pool, fence, or other structure shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition, change, or alteration be made to a structure on a Lot until the plans and specifications showing the structure's nature, kind, shape, height, materials and location are submitted to and approved by the Committee in writing as to the structure's harmony of external design, color and location in relation to surrounding structures and topography in the Subdivision. The Committee shall be composed of three members, the first Committee members to be: Joseph L. Zehr, Cathy A. Zehr and Mark Dykstra. A majority of the Committee may appoint a representative to execute documents evidencing the approval or disapproval of the Committee. In the event of death or resignation of either Zehr, the remaining Zehr shall

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have full authority to appoint a successor. In the event of the death or disability of Mark Dykstra, the Golf Club shall have full authority to appoint his successor.

5.2 The Committee shall have the exclusive authority and responsibility to review plans for construction of all primary residences in the Subdivision. The committee may delegate to the Board of Directors of the Association (or to such other entity designated in the Articles or Bylaws) the authority and responsibility to review plans for construction of all structures (excluding primary dwellings) in the Subdivision. Such delegation shall be made in writing, signed by all of the Committee members, and delivered or mailed to the association's registered office.

5.3 After primary residences are constructed on all Lots in the Subdivision, the Board of Directors (or other entity designated under its Articles or Bylaws) shall succeed to the Committee's responsibilities under this Section 5 to review subsequent construction, modifications and additions of structures in the Subdivision.

5.4 In the event the Committee (or Board of Directors or other entity acting under Section 5.2 or 5.3), fails to approve or disapprove the design and location of a proposed structure within 30 days after said plans and specifications have been submitted to it, approval will not be required, and approval under this Section 5 will be deemed to have been given.

5.5 No fence may be erected on any Lot in the Subdivision with the exception of Lots 11, 12, 13, 14 and 15. All fences shall require the approval of the Committee.

Section 6 GENERAL PROVISIONS

6.1 Use. Lots may not be used except for single-family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family residence not to exceed two and one-half stories in height. An attached garage shall be built as part of the residence, shall have a floor area of not less than 660 square feet, and shall have one or more doors with an aggregate width of not less than 24 feet.

6.2 Dwelling Size. No residence shall be built on a Lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeways or garages, of less than 1,800 square feet for a one-story residence, or less than 2,200 square feet of total living area, (excluding one-story open porches, breezeways and garages), for a residence that has more than one story.

6.3 Building Lines. No structure shall be located on a Lot nearer to the front lot line, or nearer to the side street line or nearer to the rear lot line, than the minimum building setback lines shown on the Plat. In any event, no building shall be located nearer to an interior Lot line than 10 feet.

6.4 Minimum Lot Size. No residence shall be erected or placed on a Lot having

a width of less than 105 feet at the minimum building setback line, nor shall any residence be erected or placed on any Lot having an area of less than 15,000 square feet.

6.5 Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and over the rear 10 feet of each Lot. No Owner shall erect on a Lot, or grant to any person, firm or corporation the right, license, or privilege to erect or use, or permit the use of, overhead wires, poles or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any residence or other structure on a Lot connecting it to the electrical distribution system of any electric public utility shall be provided by the Owner of the Lot who constructs the residence or structure, and shall carry not less than 3 wires and have a capacity of not less than 200 amperes. Any public utility charged with the maintenance of underground installations shall have access to all easements in which said installations are located for operation, maintenance and replacement of service connections. Any entity which engages in the installation and/or maintenance of any utility or drainage facility shall be obligated to return the property to its original condition, except where an encroachment is removed.

6.6 Surface Drainage Easements. The storm drainage system has been constructed for the joint benefit of the Association, the Golf Club and the Developer. Surface and subsurface storm water drainage easements and Common Areas used for drainage purposes as shown on the Plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the surface of the Real Estate 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 proper public authority having jurisdiction over storm drainage) shall have the right to determine if any obstruction exists, and to repair and maintain, or require such repair and maintenance, as shall be reasonably necessary to keep the conductors unobstructed. In addition, the Golf Club shall have the right to enter upon a Lot through which such easements run for the purpose of inspections of drains which serve the Golf Course, and to repair, maintain and replace such surface and subsurface drains, and to cut, trim or remove trees or other vegetation to the extent necessary to keep said drainage systems clear and free of obstructions. No buildings or structures (except fences permitted under these Covenants) may be placed within the boundaries of such easements. The Developer and the Association shall have the right of entry upon the Golf Course for the purpose of inspections of drains which serve the Subdivision provided that the consent of the Golf Club shall be required as to any excavation which is necessitated by any repair and maintenance, which consent shall not be unreasonable withheld.

6.7 Nuisance. No noxious or offensive activity may 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. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of a Lot other than the Lot upon which they are

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located, or which otherwise cause unreasonable interference with the use and enjoyment of a nearby Lot by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on a Lot, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

6.8 Temporary Structures. No structure of a temporary character, trailer, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding or above ground pool shall be constructed, erected, located or used on any Lot for any purpose (including use as a residence), either temporarily or permanently; provided, however, that basements may be constructed in connection with the construction and use of a single-family residence building.

6.9 Outside Storage. No boat, boat trailer, recreational vehicle, motor home, truck, camper or any other wheeled vehicle shall be permitted to be parked ungaraged on a Lot for periods in excess of 48 hours, or for a period which in the aggregate is in excess of 8 days per calendar year. The term "truck" as used in this Section 6.9 means every motor vehicle designed, used, or maintained primarily for the transportation of property, which is rated one-ton or more.

6.10 Free-Standing Poles. No clothes lines or clothes poles, or any other free standing, semi-permanent or permanent poles; rigs, or devices, regardless of purpose, shall be constructed, erected, or located or used on a Lot with the exception of a flag pole displaying the United States Flag and a basketball pole, provided, however, that the installation and location of such flag or basketball pole must have the approval of the Committee under Section 5.

6.11 Signs. No sign of any kind shall be displayed to the public view on a Lot except one professional sign of not more than one square foot, or one sign of not more than five square feet, advertising a Lot for sale or rent, or signs used by a builder to advertise a Lot during the construction and sales periods.

6.12 Antennas. No radio or television antenna with more than 24 square feet of grid area, or that attains a height in excess of 6 feet above the highest point of the roof of a residence, shall be attached to a residence on a Lot. No free-standing radio or television antenna shall be permitted on a Lot. No solar panels (attached, detached or free-standing) are permitted on a Lot. No satellite receiving disk or dish in excess of 20 inches in diameter shall be permitted on a Lot, provided however, that the installation and location of any dish or disk must be approved by the Committee under Section 5.

6.13 Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on or in a Lot. No derrick or other structure designed for boring for oil or natural gas shall be erected, maintained or permitted on a Lot.

6.14 Animals. No animals, livestock or poultry of any kind shall be raised, bred or

kept on a Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No kennel or other structure for the housing of animals may be constructed or maintained on any Lot.

6.15 Dumping. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. No incinerators shall be kept or allowed on a Lot.

6.16 Workmanship. All structures on a Lot shall be constructed in a substantial, good and workmanlike manner and of new materials. No roof siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any structure on a Lot, and no roll roofing of any description or character shall be used on the roof of any residence or attached garage or other structure on a Lot. As to any dwelling which abuts the Golf Course, the exterior of the front of such dwelling and of such portions as face the Golf Course shall not be constructed with any non-natural materials (such as aluminum siding) except as such may be used as incidental to such exteriors and in a manner which does not adversely affect the aesthetics of the structure, all in the sole judgment of the Architectural Control Committee.

6.17. Driveways. Before a driveway connecting a Lot to the street may be constructed, it must be approved by the Committee as to its location and as to the size and elevation of the underlying culvert. All driveways leading from the street to the garage shall be poured concrete and not less than 16 feet in width or of such other width and specifications as approved by the Committee under Section 5, but in any event, excluding Lots 7 through 10 inclusive, a driveway must be of sufficient dimensions to accommodate off-street parking for five (5) cars.

6.18 Street Utility Easements. In addition to the utility easements designated in this document, easements in the streets, as shown on the Plat, are reserved and granted to all public utility companies, the owners of the Real Estate, and to the Golf Club and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove every type of gas main, water main and sewer main (sanitary and storm), irrigation lines and cart paths with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction over the Subdivision as to maintenance and repair of said streets.

6.19 Individual Sewage Systems. No individual sewage systems shall be installed or used on any Lot.

6.20 Swing Sets and Play Equipment. Swing sets and outdoor play equipment must have the approval of the Architectural Control Committee as to location, color and materials. In no event may a swing set or play equipment be located nearer than 25 feet to the Golf Course.

6.21 Mailboxes. The type, location and installation of mailboxes must be approved by the Architectural Control Committee.

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6.22 Storage Areas. Garbage and refuse shall be placed in containers which shall be concealed and contained within the garage. Firewood must be placed adjacent to the dwelling unit behind a visual barrier screening this area so that it is not visible from neighboring streets, Golf Course, or lots. This area must be approved by the Architectural Control Committee.

6.23 Time for Building Completion and Restoration. Every dwelling unit on any Lot in the Subdivision shall be completed within twelve (12) months after the beginning of such construction. An improvement which has partially or totally been destroyed by fire or otherwise must be promptly removed or cleaned up and restoration must be commenced within three (3) months from the time of such destruction or damage.

6.24 Fires. No outdoor fires for the purpose of burning leaves, grass or other forms of trash shall be permitted upon any street roadway or Lot in this Subdivision. No outside incinerators shall be kept or allowed on any Lot.

6.25 Home Occupations. No Lot shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows may be permitted: any use conducted entirely within the dwelling unit and participated in solely by a member of the immediate family residing in said dwelling unit, which use is clearly incidental and secondary to the use of the dwelling unit for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that indicates from the exterior that the dwelling unit is being utilized in whole or in part for any purpose other than that of a dwelling unit; (b) no commodity is sold upon that Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the dwelling unit; and (d) no mechanical or electrical equipment is used other than is customarily used in an office-at-home or by home hobbyists, and which is generally unsuitable for commercial applications.

6.26 Landscaping. All Lots shall be landscaped according to plans approved by the Architectural Control Committee. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. No screen planting is permitted on the rear of any Lots bordering on the Golf Course. Landscaping as approved by the Architectural Control Committee shall be installed no later than one hundred eighty (180) days following occupancy of or completion of the dwelling unit, whichever occurs first.

6.27 Maintenance of Lots and Dwelling Units. No Lot and no dwelling unit shall be permitted to become overgrown, unsightly or to fall into disrepair. All dwelling units shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Architectural Control Committee. Each owner, for himself and his successors and assigns, hereby grants to the Association, jointly and severally, the right to make any necessary alterations, repairs or maintenance approved by the Architectural Control Committee to carry out the intent of this provision and they further agree to reimburse the Association for any expenses actually incurred in carrying out the foregoing. The Association may assess and collect such

reimbursement in the same manner as it assesses and collects yearly assessments pursuant to Section 4 above, and such amounts shall become a lien upon the Lot as provided in Section 4.

6.28 Waiver of Claims. Builders, lot owners, developer, the Association and their successors and assigns recognize that certain lots in the plat abut Golf Club ground, fairways, ponds, wooded areas, cart paths, and/or golf holes, and that such areas shall be used as intended by the public, and the aforesaid hereby waive any claim, demand, or cause of action against the Golf Club, its members, owners, shareholders, and their successors or assigns, for any loss or damage caused or occasioned by the playing of golf or the operation of golf carts by patrons of the Golf Club (except where such loss or damage is attributable to the gross negligence or wilful acts of the Golf Club or its members, owners, shareholders, successors or assigns), while such patrons are on the Golf Course and engaged in playing golf. Further, the aforesaid hereby waive any claim or demand against the Golf Club, its members, owners, shareholders, successors and assigns for any personal injury suffered or sustained by the aforesaid while on the grounds of the Golf Club, except when such are present as guests or invitees of the Golf Club.

6.29 Storm Water Runoff. 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 or permitted to flow into the sanitary sewage system serving the Subdivision, which shall be a separate sewer system from the storm water and surface water runoff sewer system. No sanitary sewage shall at any time be discharged or permitted to flow into the Subdivision's storm and surface water runoff sewer system.

6.30 Completion of Infrastructure. Before any residence on a Lot shall be used and occupied as such, the Developer, or any subsequent Owner of the Lot, shall install all infrastructure improvements serving the Lot as shown on the approved plans and specifications for the Subdivision filed with the Plan Commission and other governmental agencies having jurisdiction over the Subdivision. This covenant shall run with the land and be enforceable by the Plan Commission or by any aggrieved Owner.

6.31 Certificate of Compliance. Before a Lot may be used or occupied, such user or occupier shall first obtain from the City of Kendallville Zoning Administrator (or other governmental body having the authority to issue such permits), the improvement location permit and certificate of compliance required by the City of Kendallville Zoning Ordinance.

6.32. Enforcement. The Association, Developer and any Owners (individually or collectively) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or subsequently imposed by the provisions of these Covenants. In Addition, the Golf Club shall have the right to enforce such of the restrictions, conditions, covenants and reservations as shall be specifically applicable to the Golf Course or the Golf Club. Failure by the Association, Developer, Owner or the Golf Club to enforce any provisions in the Covenants shall in no event be deemed as a waiver of the right to do so later. Except as specifically referenced in these Covenants as to certain rights which the Golf Course has in the protection of its

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property and the enforcement of those rights, the Golf Club and the Golf Course are not affiliated with nor a part of the Subdivision for any purpose whatsoever.

6.33 Invalidation. Invalidation of any one of these Covenants by judgment or court order shall not affect the remaining provisions, and such provisions shall remain in full force and effect.

6.34 Duration of Covenants. These Covenants shall run with the land and be effective for a period of 20 years from the date the Plat and these Covenants are recorded; after which time the Covenants shall automatically be renewed for successive periods of 10 years.

6.35 Amendments. Any provision of these Covenants may be amended, but such amendment is subject to the following requirements and limitations.

6.35.1 - In order to amend a provision of these Covenants, an amendatory document must be signed by the Owners of at least 75% of the Lots in the Subdivision and by the owners of at least 75% of the Lots in the future sections, if any, of The Community of Noble Hawk. For purposes of this Section 6.35.1, the term "owner" shall have the same meaning with respect to Lots in such future sections, as the term "Owner" is defined in Section 1.13.

6.35.2 - In addition to the requirements set forth in 6.35.1, so long as Developer owns any Lot(s) in the Subdivision, the signature of Developer and the consent of the Golf Club (which consent shall not be unreasonably withheld) shall also be required on the amendatory document.

6.35.3 - Notwithstanding the provisions of Section 6.35.1, Developer and its successors and assigns shall have the exclusive right for a period of two years from the date the Plat and these Covenants are recorded, to amend any of the Covenant provisions (except Section 6.2) without approval of the Owners, but provided, however, that such amendments shall require the consent of the Golf Club, which consent shall not be unreasonably withheld.

6.35.4 - In order for any amendment of these Covenants to be effective, the approval of the Plan Commission shall be required.

6.36 Subdivision. No lot or combination of Lots may be further subdivided until approval for such subdivision has been obtained from the Plan Commission; except, however, the Developer and its successors in title shall have the absolute right to increase the size of any Lot by adding to such Lot a part of an adjoining Lot (thus decreasing the size of such adjoining Lot) so long as the effect of such addition does not result in the creation of a "Lot which violates the limitations imposed under Section 1.11.

Section 7. ATTORNEY FEES AND RELATED EXPENSES

In the event the Association, Developer, an Owner, the Golf Club, or the Plan Commission is successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, or charge now or subsequently imposed by the provisions of these Covenants, the successful party shall be entitled to recover from the party against whom the proceeding was brought, the attorney fees and related costs and expenses incurred in such proceeding.

Section 8. SIDEWALKS

No sidewalks have been or will be installed by the Developer in the Subdivision, in that the construction of sidewalks would be contrary to the street cross-section and would interfere with the above ground drainage system. In the event that at some future time the City of Kendallville, or any other governmental or quasi-governmental entity, or the Owners, should require or determine that sidewalks would be required or advisable, neither the City of Kendalville nor the Developer shall have any responsibility whatsoever for the costs of such installation, and the cost thereof shall be borne by the Owners. In the event that sidewalks are installed at some future time, such installations shall be subject to all surface and subsurface drainage easements of the Golf Course and the Subdivision, as well as maintenance and/or easements for irrigation and cart paths of the Golf Course.

Section 9. FLOOD PROTECTION GRADES

In order to minimize potential damage to residences from surface water, minimum flood protection grades are established on Lots 2 thru 6 inclusive of 1023.0 Mean Sea Level. All residences on such Lots shall be constructed so that the minimum elevation of the first floor, or the minimum sill elevation of any opening below the first floor, equals or exceeds the applicable minimum flood protection grade established in this Section 9.

Section 10. MANDATORY SOLID WASTE DISPOSAL.

The Association shall be obligated to contract for disposal of garbage and other solid waste to and may pay for the cost of such disposal through assessments established under Section 4. An Owner who privately arranges for solid waste disposal to service the Owner's Lot shall not be excused from payment of any part of an assessment attributable to the cost of waste disposal for which the Association contracts under this Section 10.

Section 11. GOLF COURSE PROVISIONS

11.1 Access to Golf Course. Access to the grounds of the Golf Course and its facilities shall be permitted only at such locations and on such terms as shall be designated by the Golf Club.

11.2 Easement Across Lots Adjacent to Golf Course. Until such time as a dwelling unit is constructed on a Lot which borders a fairway area of the Golf Course, the Golf Club

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shall have a license to permit and authorize its agents and registered Golf Course players and their caddies to enter upon a Lot to recover a ball or play a ball, subject to the official rules of the Golf Course, without such entering and playing being deemed a trespass.

11.3. Interference with Play on Golf Course. Owners of Lots bordering on fairways of the Golf Course shall be obligated to refrain from any actions which would detract from the playing qualities of the Golf Course.

11.4 Golf Cart Paths. Golf cart paths on the Golf Course are owned by and under the control of the Golf Club, which has the sole right to establish reasonable rules for the use thereof by Owners.

IN WITNESS WHEREOF, North Eastern Construction Co., Inc., an Indiana Corporation, by its duly authorized President, Joseph L. Zehr, Owner of the Real Estate, has signed this document on this 25 day of Sept, 1996.

NORTH EASTERN CONSTRUCTION CO., INC.

By: _____
Joseph L. Zehr, President

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State this 25 day of Sept, 1996 personally appeared Joseph L. Zehr, the President of North Eastern Construction Co., Inc., who acknowledged the execution of the foregoing Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended of the Plat of Community of Noble Hawk, Section I for and on behalf of said Corporation, and who, having been duly sworn, stated that the representations therein contained are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:
May 30, 2000

_____
Notary Public
Residing in Allen County

Prepared by:
Thomas J. Blee, Attorney No. 2777-02
Burt, Blee, Dixon & Sutton
1000 Standard Federal Plaza
Fort Wayne, IN 46802