204041274

SECONDARY PLAT
SORRENTO SECTION III

A Subdivision Located in the Northeast Quarter of Section 25, Township 32 North, Range 12 East.

ALLEN COUNTY, INDIANA

SUBDIVISION DEVELOPER:
Pine View Land Corp.
10808 La Cabreah Lane
Fort Wayne, Indiana 46845
Phone: (260)489-7095
Fax: (260)489-7950

SUBDIVISION ENGINEER:
D A Brown
Engineering Consultants, Inc.
702 GOODWIN PL. P.O. BOX 128 KENDALLVILLE, IN 46755
PHONE: (260) 347-5580 FAX: (260) 347-9484

LOT CURVE DATA:

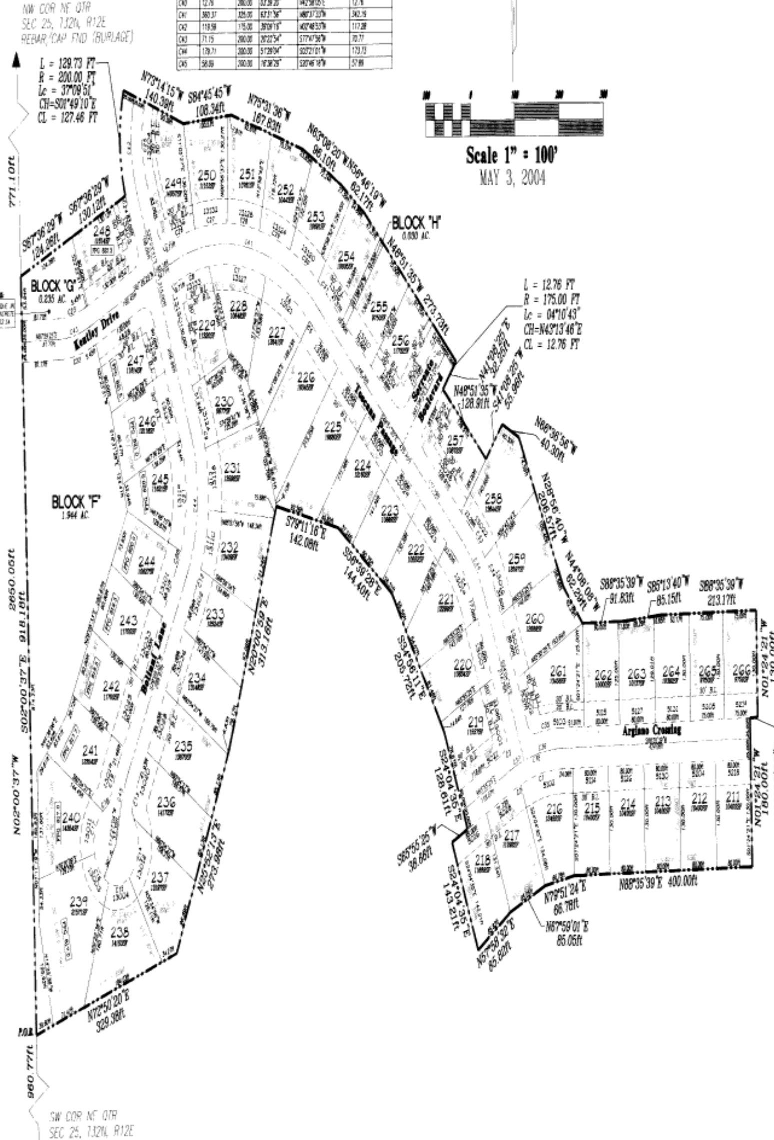
NUMBER	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH
C1	95.53	275.00	19°54'16"	S78°58'32"W	95.05
C2	13.28	275.00	02°45'59"	S67°18'24"W	13.28
C3	6.93	325.00	01°13'18"	N88°32'04"E	6.93
C4	75.76	175.00	24°47'00"	N38°28'05"W	75.17
C5	8.17	300.00	01°33'37"	N49°38'24"W	8.17
C6	113.28	300.00	21°37'50"	N61°14'08"W	112.56
C7	129.95	300.00	24°49'05"	N84°27'35"W	128.93
C8	81.28	300.00	15°31'24"	S75°22'11"W	81.03
C9	29.01	225.00	07°23'12"	S18°41'55"E	28.99
C10	75.16	225.00	19°08'23"	S05°29'08"E	74.81
C11	74.31	225.00	18°55'22"	S13°35'45"W	73.97
C12	23.78	225.00	06°03'07"	S28°04'29"W	23.69
C13	41.83	175.00	13°26'05"	S22°22'30"W	40.94
C14	80.91	50.00	92°43'14"	S08°03'27"W	72.37
C15	48.83	50.00	55°57'32"	S82°22'30"W	46.92
C16	48.83	50.00	55°57'32"	N41°38'37"W	46.92
C17	58.64	50.00	67°11'56"	N19°56'08"E	55.34
C18	16.77	50.00	19°12'51"	N62°08'33"E	16.69
C19	55.27	225.00	14°04'27"	N27°05'19"E	55.13
C20	21.06	175.00	06°53'48"	N25°38'36"E	21.05
C21	136.19	175.00	44°35'16"	N00°05'53"W	132.78
C22	80.04	225.00	20°22'54"	S77°47'56"W	79.62
C23	62.25	175.00	20°22'54"	N77°47'56"E	61.92
C24	6.95	200.00	01°59'26"	N21°23'48"W	6.95
C25	102.51	150.00	39°09'16"	N02°48'53"W	100.52
C26	69.03	350.00	11°18'04"	N12°15'31"E	68.92
C27	73.41	350.00	12°01'05"	N84°55'05"E	73.28
C28	73.41	350.00	12°01'05"	S83°03'50"E	73.28
C29	73.41	350.00	12°01'05"	S71°02'45"E	73.28
C30	73.41	350.00	12°01'05"	S59°01'40"E	73.28
C31	25.41	350.00	04°09'33"	S50°56'22"E	25.40
C32	12.76	225.00	03°14'56"	N42°45'53"E	12.76
C33	53.33	225.00	13°34'49"	S42°04'11"E	53.21
C34	43.99	225.00	11°12'11"	S29°40'41"E	43.92
C35	71.37	325.00	12°34'57"	N82°18'11"E	71.23

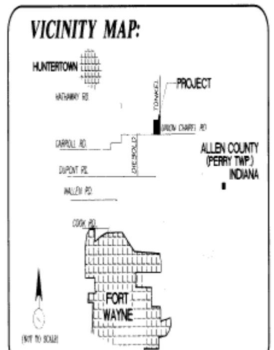
ROAD CENTERLINE CURVE DATA:

NUMBER	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH
C36	86.71	300.00	16°33'40"	S80°18'46"W	86.41
C37	31.99	300.00	06°06'34"	S88°58'42"W	31.97
C38	118.78	300.00	22°40'15"	S77°15'32"W	117.83
C39	86.51	200.00	24°47'00"	N38°28'05"W	85.84
C40	12.76	200.00	03°39'20"	N42°58'05"E	12.76
C41	360.37	325.00	63°31'36"	N80°37'33"W	342.19
C42	118.59	175.00	38°49'16"	N02°48'53"W	117.28
C43	71.15	200.00	20°22'54"	S77°47'56"W	70.77
C44	179.71	200.00	51°29'04"	S02°21'01"W	173.73
C45	58.89	200.00	16°38'29"	S20°46'18"W	57.89

Consent for permanent structures issued by the Allen County Drainage Board on March 11, 2004 in accordance with the Indiana Code 36-9-27-72, on file at the Allen County Surveyor's Office as Drainage Board Rec. Doc. #04-042 reference-Sorrento-Section III Legal Drain.

Scale 1" = 100'
MAY 3, 2004





LEGAL DESCRIPTION:

A tract of land located in the Northeast Quarter of Section 25, Township 32 North, Range 12 East, in Allen County, the State of Indiana, more fully described as follows:

COMMENCING at a Rebar Stake situated in the Southeast corner of Hawthorne Park Section II per Allen County Document No. 200074799, Plat Cabinet "D", page 82 (also the Southwest corner of Sorrento Section I per Allen County Document No. 202082619, Plat Cabinet "E", page 123 and the Southwest corner of said Northeast Quarter); Thence North 02 Degrees 00 Minutes 37 Seconds West (SPS Grid Basis of Bearings), a distance of 960.77 feet along the East line of Hawthorne Park Section II, and the East line of Hawthorne Park Section I per Allen County Document No. 200074798, Plat Cabinet "D", page 81 (also the West line of said Sorrento Section I and the West line of said Northeast Quarter) to the Northwest corner of said Sorrento Section I, the TRUE POINT OF BEGINNING; Thence North 72 Degrees 50 Minutes 20 Seconds East, a distance of 329.38 feet along the North line of said Sorrento Section I to a corner thereof; Thence North 25 Degrees 52 Minutes 13 Seconds East, a distance of 273.98 feet along the North line of said Sorrento Section I to a corner thereof; Thence North 20 Degrees 00 Minutes 59 Seconds East, a distance of 313.16 feet along the North line of said Sorrento Section I to a corner thereof; Thence South 79 Degrees 11 Minutes 16 Seconds East, a distance of 142.08 feet along the North line of said Sorrento Section I to a corner thereof; Thence South 56 Degrees 39 Minutes 28 Seconds East, a distance of 144.40 feet along the North line of said Sorrento Section I to a corner thereof; Thence South 34 Degrees 56 Minutes 11 Seconds East, a distance of 205.72 feet along the North line of said Sorrento Section I to a corner thereof; Thence South 24 Degrees 04 Minutes 35 Seconds East, a distance of 128.61 feet along the North line of said Sorrento Section I to a corner thereof; Thence South 65 Degrees 55 Minutes 25 Seconds West, a distance of 38.66 feet along the North line of said Sorrento Section I to a corner thereof; Thence South 24 Degrees 04 Minutes 35 Seconds East, a distance of 143.21 feet along the North line of said Sorrento Section I to a corner thereof; Thence North 57 Degrees 58 Minutes 32 Seconds East, a distance of 85.82 feet along the North line of said Sorrento Section I to a corner thereof; Thence North 67 Degrees 59 Minutes 01 Seconds East, a distance of 85.05 feet along the North line of said Sorrento Section I to a corner thereof; Thence North 79 Degrees 51 Minutes 24 Seconds East, a distance of 66.78 feet along the North line of said Sorrento Section I to a corner thereof; Thence North 88 Degrees 35 Minutes 39 Seconds East, a distance of 400.00 feet along the North line of said Sorrento Section I to the Southwest corner of Lot 121 in Sorrento Section II per Allen County Document No. 203072125, Plat Cabinet "E", page 167; Thence North 01 Degrees 24 Minutes 21 Seconds West, a distance of 180.00 feet along the West line of said Sorrento Section II to a corner thereof; Thence North 88 Degrees 35 Minutes 39 Seconds East, a distance of 17.01 feet along the West line of said Sorrento Section II to the Southwest corner of Lot 122 thereof; Thence North 01 Degrees 24 Minutes 21 Seconds West, a distance of 130.00 feet along the West line of said Sorrento Section II to the Northwest corner of said Lot 122; Thence South 88 Degrees 35 Minutes 39 Seconds West, a distance of 213.17 feet along the West line of said Sorrento Section II to a corner thereof; Thence South 85 Degrees 13 Minutes 40 Seconds West, a distance of 85.15 feet along the West line of said Sorrento Section II to a corner thereof; Thence South 88 Degrees 35 Minutes 39 Seconds West, a distance of 91.83 feet along the West line of said Sorrento Section II to a corner thereof; Thence North 44 Degrees 08 Minutes 08 Seconds West, a distance of 62.29 feet along the West line of said Sorrento Section II to a corner thereof; Thence North 28 Degrees 56 Minutes 40 Seconds West, a distance of 206.57 feet along the West line of said Sorrento Section II to the most West corner thereof; Thence North 66 Degrees 36 Minutes 56 Seconds West, a distance of 40.30 feet; Thence South 41 Degrees 08 Minutes 25 Seconds West, a distance of 55.96 feet; Thence North 48 Degrees 51 Minutes 35 Seconds West, a distance of 128.91 feet; Thence North 41 Degrees 08 Minutes 25 Seconds East, a distance of 32.25 feet; Thence Northeasterly, a distance of 12.76 feet along a circular arc that is concave Southeasterly, having a radius of 175.00 feet, having a central angle of 04 Degrees 10 Minutes 43 Seconds, and having a chord bearing North 43 Degrees 13 Minutes 46 Seconds East, with a distance of 12.76 feet; Thence North 48 Degrees 51 Minutes 35 Seconds West, a distance of 273.73 feet; Thence North 56 Degrees 46 Minutes 19 Seconds West, a distance of 62.17 feet; Thence North 63 Degrees 08 Minutes 20 Seconds West, a distance of 96.10 feet; Thence North 75 Degrees 31 Minutes 36 Seconds West, a distance of 167.83 feet; Thence South 84 Degrees 45 Minutes 45 Seconds West, a distance of 108.34 feet; Thence North 73 Degrees 14 Minutes 15 Seconds West, a distance of 140.38 feet; Thence Southerly, a distance of 129.73 feet along a circular arc that is concave Easterly, having a radius of 200.00 feet, having a central angle of 37 Degrees 09 Minutes 51 Seconds, and having a chord bearing South 01 Degrees 49 Minutes 10 Seconds East, with a distance of 127.46 feet; Thence South 67 Degrees 36 Minutes 29 Seconds West, a distance of 130.12 feet; Thence South 67 Degrees 36 Minutes 29 Seconds West, a distance of 124.26 feet; Thence South 02 Degrees 00 Minutes 37 Seconds East, a distance of 918.18 feet along the East line of said Hawthorne Park Section I (West line of said Northeast Quarter) to the POINT OF BEGINNING, said tract containing 21.38 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record.

NOTES:

1. *ALL RIGHT-OF-WAY INTERSECTION RADII TO BE 20 FEET.*
2. *ALL RIGHT-OF-WAYS TO BE DEDICATED TO ALLEN COUNTY.*
3. *ALL CUL-DE-SAC R/W TO BE 50' RADIUS.*
4. *ALL PARK AREAS, COMMON AREAS, OR BLOCK AREAS TO HAVE A BLANKET UTILITY AND SURFACE DRAINAGE EASEMENT.*
5. *ALL BURIED UTILITIES MUST ALLOW FOR PROPOSED DRAINAGE SWALE GRADES AS FOUND IN PLANS.*
6. *(FPG XXX) DENOTES FLOOD PROTECTION GRADE.*
7. *U. & S.D. ESMT. DENOTES UTILITY AND STORM DRAINAGE EASEMENT.*
8. *B.L. DENOTES BUILDING LINE.*
9. *UTILITY ESMT. DENOTES UTILITY EASEMENT.*
10. *S.L. ESMT. DENOTES STREET LIGHT EASEMENT.*
11. *S.D. ESMT. DENOTES SURFACE DRAINAGE EASEMENT.*
12. *ALL LOT CORNERS AND PLAT CORNERS MONUMENTED BY A 5/8" X 24" REBAR STAKE WITH CAP (FIRM #0042) UNLESS OTHERWISE NOTED.*
13. *ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 18003C0060F (EFFECTIVE DATE NOVEMBER 5, 2003) PROPERTY LIES IN ZONE X. ZONE X IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN."*

BENCHMARK DATA:

BRASS PLAQUE (BROWN RLS SO 237) IN 8" DIA. CONCRETE LOCATED IN BLOCK "G".
ELEV. 822.34 (NAVD 88)

DOCUMENT PREPARED BY DAVID K. WOLF

PLAT CAB F PAGE 10

APPROVED THIS 20th DAY OF May, 2004
ALLEN COUNTY BOARD OF COMMISSIONERS

[signature]
PRESIDENT, EDWIN J. ROUSSEAU

[signature]
VICE PRESIDENT, LINDA K. BLOOM

[signature]
SECRETARY, MARLA J. IRVING

ATTEST:
[signature]
LISBETH BLOSSER, AUDITOR
ALLEN COUNTY, INDIANA

APPROVED THIS 20th DAY OF May, 2004
ALLEN COUNTY PLAN COMMISSION

[signature]
PRESIDENT, CHARLES J. BODENHAFER

VICE PRESIDENT, ALLAN D. FRESINGER

APPROVED THIS 14th DAY OF May, 2004

[signature]
ALLAN D. FRESINGER, R.L.S. ALLEN COUNTY SURVEYOR

CONFIRMED THIS 26th DAY OF May, 2004
ALLEN COUNTY DEPARTMENT OF PLANNING SERVICES

Kimberly Bowman
EXECUTIVE DIRECTOR
Kimberly Bowman

WE, PINE VIEW LAND CORP, THE UNDERSIGNED OWNERS BY VIRTUE OF THAT CERTAIN DEED SHOWN IN DOCUMENT # 204041273 IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA, OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAY OFF, PLAT AND SUBDIVIDE, SAID REAL ESTATE IN ACCORDANCE WITH THE INFORMATION SHOWN ON THE SECONDARY PLAT. THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS SORRENTO SECTION III AN ADDITION TO ALLEN COUNTY, INDIANA.

IN WITNESS WHEREOF, Pine View Land Corp., organized and existing under the laws of the State of Indiana, Owner of the real estate described in said Plat, has hereunto set its hand, by its duly authorized officer, this _____ day of ____________, 2004.

PINE VIEW LAND CORP

By: [signature]
Orrin R. Sessions
President

04-25728-5
ALLEN COUNTY AUDITOR'S NUMBER

RECEIVED
MAY 06 2004
Department of Planning Services

SEAL

LAND SURVEYOR CERTIFICATION:

I, David K. Wolf, hereby certify that I am a Land Surveyor registered in compliance with the laws of the State of Indiana; that to the best of my knowledge and belief this plat and accompanying legal description accurately represents a subdivision of real estate as described in Document No. 204041273 in the Office of the Recorder of Allen County, Indiana; that this plat was prepared under my direct supervision; that all markers shown thereon actually exist or will be set and that their locations, size, type and material are accurately shown; that this subdivision is within the tract of real estate shown on the retracement or original survey certified by David K. Wolf as recorded in Document No. 202056089 in the Office of the Recorder of Allen County, Indiana as required by 865 IAC 1-12-12; and that there has been no change from the matters of survey revealed by the above referenced survey, or any prior subdivision plats contained therein, on any lines that are common with this subdivision.

Dated this 5TH day of MAY, 2004

SIGNED: [signature]

DAVID KARL WOLF REGISTERED No. 10429 STATE OF INDIANA LAND SURVEYOR

DAVID K. WOLF
KENDALLVILLE, IN
INDIANA RLS #LS 80010429

#204041274

RECORDED
06/04/2004 08:43:59
RECORDER
PATRICIA J CRICK
ALLEN COUNTY, IN

Doc. No. 204041274
Receipt No. 18977

DCFD	3.00
MISL	1.00
PLAT	30.00
PLAT	9.00
Total	43.00

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO THE PLAT OF SORRENTO, SECTION III A SUBDIVISION IN PERRY TOWNSHIP, ALLEN COUNTY, INDIANA

PLAT CAB "F" PAGE "10"

Pine View Land Corp. an Indiana corporation (the "Developer") by Orrin R. Sessions, 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 Sorrento, Section III, a Subdivision in Perry Township, Allen County, Indiana (the "Subdivision").

The Lots shall be subject to and impressed with the covenants, limitations, easements and restrictions hereinafter set forth. The provisions herein contained shall run with the land and shall inure to the benefit of the Owners of land included therein, and their respective legal representatives, successors, grantees, heirs and assigns.

The Lots shown on the Plat are numbered from 211 through 266 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

In addition to the recordation of the Plat and this document, there will also be recorded articles of incorporation of Sorrento Community Association, Inc. (the "Association"), it being Developer's intention that each Owner of a Lot in the Subdivision will become a member of the Association, and be bound by its articles of incorporation and bylaws. Developer reserves the right to subdivide and plat nearby and/or adjacent real estate as additional Sections of the Subdivision, and the lots in such additional Sections subsequently platted and subdivided may also be permitted or required to be members of the Association.

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 of the Association and approved by the Indiana Secretary of State, and any and all amendments to those articles.

1.2 "Association". Sorrento Community Association, Inc., an Indiana nonprofit corporation, and its successors and assigns.

1.3 "Builder". An individual or entity who is licensed to build single-family residential dwellings in the State of Indiana, who or which is an Owner of a Lot in the Subdivision.

1.4 "Board of Directors". The duly elected board of directors of the Association. 42+1 pcs

1.5 "Bylaws". The Bylaws adopted by the Association and any and all amendments to those Bylaws.

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

JUN 03 2004

Elizabeth A. Glasser
AUDITOR OF ALLEN COUNTY

04-25728
ALLEN COUNTY AUDITOR'S NUMBER

ALLEN COUNTY PLAN COMMISSION

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

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 and the Plat.

1.9 "Developer". Pine View Land Corp., an Indiana corporation, and its assigns and successors in interest in the Real Estate.

1.10 "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 70 feet in width at the established front building line as shown on the Plat and further meets the requirements of Section 6.4.

1.11 "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 land contract buyers, but excluding those having an interest in a Lot merely as security for the performance of an obligation.

1.12 "Zoning Authority". The applicable governmental Plan Commission and/or Zoning Authority, or its successor agency, that then has zoning authority and jurisdiction over the Real Estate to issue improvement location permits, issue certificates of occupancy for residences constructed on Lots, and to approve validly adopted amendments of the Plat or these Covenants.

1.13 "Plat" The recorded secondary plat of Sorrento, Section III.

1.14 "Subdivision". The platted Subdivision of Sorrento.

Section 2. PROPERTY RIGHTS.

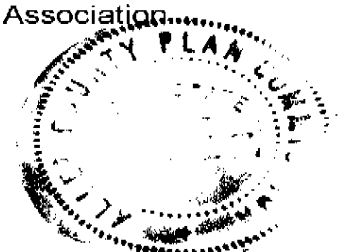
2.1 Owners' Easements of Enjoyment. Each Owner shall have the right and an easement of enjoyment in the Common Area that is appurtenant to and passes with the title to every Lot, subject to the following rights which are granted to the Association.

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 impose reasonable restrictions, limitations, conditions, rules, and regulations regarding Owner's use and enjoyment of the Common Area.

2.1.3 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.

2.1.4 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, however, 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. An Owner may delegate, in accordance with the Bylaws, the Owner's right to use and enjoy the Common Area and any recreational facilities located thereon, to members of the Owner's family residing on the Owner's Lot, and tenants or land contract purchasers who reside on the Owner's Lot.

Section 3. MEMBERSHIP AND VOTING RIGHTS

3.1 Every Owner a Member. Each 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 Association Classes of Membership. 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 each Lot.

3.2.2 Class B. Class B membership consists of Developer. The Class B member shall be entitled to 600 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, 2014.

3.2.3 Additional Sections. The Developer reserves the right to subdivide and plat nearby and/or adjacent real estate as additional Sections of the Subdivision, and each Owner of a Lot in such additional Sections shall, pursuant to the terms of that plat and covenants, also be a member of the Association and have one vote per Lot, except that Developer shall have Class B voting rights for its lots in such additional Sections in a ratio of not more than three to one (3:1).

Section 4. COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner, except Developer and Builder, 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; (2) special assessments for capital improvements; and legal fees. Such assessments shall be established and collected as provided in these Covenants and the Bylaws. The annual and special assessments, together with interest, costs and 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 the grantee in the deed of conveyance. Notwithstanding any other provision herein to the contrary, Developer shall have the absolute and unrestricted right from time to time to temporarily exempt a Builder from the obligation to pay any Assessments or any lien for any Assessments on a designated Lot or Lots such temporary exemption, if so granted by Developer, to terminate at the earlier of; two (2) years from the date of acceptance of a deed from Developer by Builder; the date the Builder receives a certificate of occupancy for a residence constructed on the Lot; or the date when the Builder conveys title to a successor.

LEE COUNTY PLAN COMMISSION

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 Common Areas in the Subdivision. In addition, assessments shall be levied to provide for the proportionate burden of the maintenance of any common impoundment basins located in any Common Areas into which the Subdivision's storm waters drain and attendant water level control structures.

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 $250.00 per Lot, plus an annual assessment for garbage and solid waste disposal pursuant to Section 8. 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.

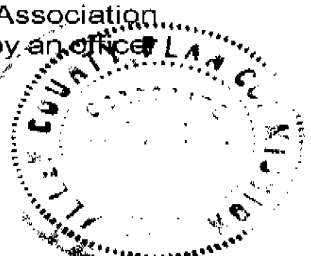
4.3.2 From and after January 1 of the year immediately following such first conveyance of a Lot, the maximum annual assessment may be increased by a percentage in excess of 8%, only by the vote or written consent of a majority of each class of members of the Association.

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, related personal property and legal fees; provided that any such assessment shall require the written consent of at least 75% of each class of members of the Association in the Subdivision and the written consent of 75% of each class of members of the Association in any then platted additional Sections, if any, of the Subdivision; and provided, further, that no such special assessment for any such purpose shall be made if the assessment in any way jeopardizes or affects the Association's ability to improve and maintain the Common Area, or pay its pro rata share of the cost of maintaining the common impoundment basin.

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 consent in writing, provided the same is obtained by an officer or agent of the Association within 60 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, including any additional Sections and may be collected on a monthly, quarterly, or yearly basis, provided, however, Lots owned by Developer and Builder upon which there is no residence constructed shall not be subject to any assessments.

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.

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 Mortgage Liens. The lien of the assessments made under the Covenants shall at all times be subordinate to the lien of any first mortgage. Any 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 Construction Approval. No building, residence, garage, fence, wall, in-ground swimming pool, or any other structure shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition (collectively, "structures"), change or alteration be made to a structure on a Lot unless and until the plans and specification showing the structure's nature, kind, shape, height, materials and location are submitted in writing to and approved by the Architectural Control Committee as to the structure's harmony of external design and location in relation to the surrounding structures and topography in the Subdivision. The Developer shall serve as the Architectural Control Committee until residences are constructed on all Lots in the Subdivision at which time the Association shall serve as the Architectural Control Committee. Until the Association succeeds to the Architectural Control Committee's responsibilities pursuant to Section 5.3, the Developer may from time to time, in writing, appoint another entity, individual, or group of individuals to act as its representative in some or all matters regarding its rights, duties, and responsibilities under Section 5.

5.2 Committee Authority. The Architectural Control Committee shall have the exclusive authority and responsibility to review plans for construction of all structures proposed to be constructed in the Subdivision. The Developer from time to time may delegate to its representative or to the Board of Directors (or such other entity designated in the Articles or Bylaws) of the Association the authority and responsibility to review plans for construction of fences; residential yard playground equipment and basketball poles in the Subdivision. Such delegation shall be made in writing, signed by the Developer, and delivered or mailed to the Association's registered office.

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

5.4 Time Constraint. In the event the Architectural Control Committee (or Board of Directors or other representative acting under Sections 5.1, 5.2 or 5.3) fails to act to approve, modify, 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 Non-liability of Architectural Control Committee. Plans and specifications are not reviewed for engineering or structural design or quality of materials, or to assure that any improvements constructed pursuant thereto are located within recorded set backs established by either the Plat, the Covenants, or applicable zoning ordinances, or designed or constructed pursuant to building codes, and by approving such plans and specifications, neither the Architectural Control Committee, the Developer, its representative, nor the Association assumes liability or responsibility therefor for any defect in any structure constructed from such plans and specifications, nor for any actions of any Builder in connection therewith. Neither the Architectural Control Committee, the Developer, its representative, the Association, the Board of Directors, nor the officers, directors, members, employees, agents, or any appointed representative of any of them shall be liable in damages to anyone by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval, modification, or disapproval of any such plans and specifications. Every Lot owner, for himself and for all parties claimed by or through such Lot owner, agrees not to bring any action or suit against Architectural Control Committee, the Developer, its representative, the Association, the Board of Directors, or the officers, directors, members, employees, agents, or appointed representatives of any of them to recover any such damages and hereby releases and quitclaims all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provide that a general release does not extend to claims, demands, and causes of actions not known at the time this release is given.

5.6 Construction Activity. Once construction of any structure is commenced on any Lot, there shall be no lapse of construction activity greater than sixty (60) consecutive days (excluding any days where construction is delayed or not possible due to adverse weather conditions). Upon completion of a residence, all landscaping as approved in the plans and specifications shall be installed promptly, and in no event, later than one hundred eight (180) days following the completion of the residence.

Section 6 GENERAL PROVISIONS

6.1 Use. Except as otherwise provided in this Section 6.1, lots may not be used for any uses and purposes other than for single-family residential uses and purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family residence not to exceed two and one-half stories in height. Each residence shall include an attached garage as part of the residence, which garage shall have a floor area of not less than 500 square feet; to accommodate not less than two cars; and it shall have one or more overhead garage doors which have an aggregate width of not less than 16 feet. No Lot shall be used for any purpose other than as a single-family residence, except by approval of the Developer, a Builder may use a home as a model for other homes the Builder is building in the Subdivision. Further, a home occupation may be permitted so long as:

(i) the Owner has obtained any and all required governmental approvals necessary or required in order to conduct the home occupation on the Lot;

(ii) the Architectural Control Committee has been provided with written notice of the proposed home occupation at the earlier of forty-five (45) days prior to the commencement of the home occupation in the residence or forty-five (45) days prior to the date of filing of any required application with any applicable governmental agency, if required;

(iii) any such home occupation use shall be conducted entirely within the residence and such home occupation shall be clearly incidental and secondary to the use of the residence for dwelling purposes and shall not change the character thereof;

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(iv) there shall be no sign attached to the exterior of the residence or free standing sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a single-family residence; and

(v) no person shall be employed in such home occupation other than a member of the immediate family residing in the residence.

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 1,600 square feet for a one-story residence, or a total living area exclusive of one-story open porches, breezeways and garages of less than 2,000 square feet for a residence that has more than one story.

6.3 Building Lines. No residence shall be located on a Lot nearer to the front building setback Lot line, or nearer to the side street building setback line than the minimum building setback lines shown on the Plat. In addition, no residence shall be located nearer than a distance of 7 feet to an interior Lot line. No dwelling shall be located on an interior Lot nearer than 25 feet to the rear Lot line.

6.4 Minimum Lot Size. No residence shall be erected or placed on a Lot having a width of less than 70 feet at the front Lot minimum building setback line, nor shall any residence be erected or placed on any Lot having an area of less than 8,000 square feet.

6.5 Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. 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, cable, poles or overhead facilities of any kind for any utility service or 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 contained 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 that 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.

6.5.1 All easements dedicated on the Plat or these Covenants shall be kept free of all permanent structures, and any structure, shrubbery, trees, or other installation thereon, whether temporary or permanent, shall be subject to the paramount right of the entities for which such easements are intended to benefit, to install, repair, maintain or place any utilities, including but not limited to electrical, phone, water and sewage utilities, and the removal of any such obstructions by utilities or sewage treatment works shall in no way obligate them either in damages or to restore the easement or any obstruction thereon to its original form.

6.6 Surface Drainage Easements. Surface drainage easements and Common Area 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 grading of the drainage easements shall be constructed and maintained so as to achieve this purpose. Such easements shall be maintained in an unobstructed condition and the County Surveyor (or any other 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 drainage easements and conductors unobstructed.

6.7 Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done there which may be or become an annoyance or nuisance to residents in the Subdivision.

6.8 Structures Other Than Single-Family Residence. Except as specifically permitted hereinafter, no structure, whether temporary, permanent, or otherwise, shall be erected, maintained, or used on any Lot other than one single-family residence. Prohibited structures include, by way of illustration and not limitation, detached garage, shack, storage shed and an above ground pool. Notwithstanding the foregoing, the Architectural Control Committee may, subject to compliance with Section 5, permit to be erected and maintained in its sole and absolute discretion residential playground equipment (such as swing sets and permanent basketball poles), in-ground swimming pools, cabanas, and fences. In exercising such discretion, the Architectural Control Committee may establish, maintain, and revise from time to time guidelines for consideration and evaluation of such structures, and shall endeavor to act reasonably consistent in the application of its guidelines then in effect in its consideration and evaluation of any such requested approvals.

6.9 Outside Storage. No boat, boat trailer, jet ski, snowmobile, recreational vehicle, motor home, truck, bus, camper, any motor vehicle not currently titled, registered, or having a current license plate, any non-operable motor vehicle, or any other wheeled vehicle that is not used primarily for passenger vehicle purposes shall be permitted to be parked ungaraged on a Lot or on any public or private street in the Subdivision for periods in excess of 48 hours, or for a period which is the aggregate is in excess of 16 days per calendar year. The term "truck" as used in this Section 6.9 is defined to mean any motor vehicle designed, used, or maintained primarily for the transportation of property, which is rated one-ton or more. In determining the 48-hour or sixteen-calendar day requirements of this Section, there shall be included any temporary removal or moving of such prohibited parking or storage where the primary purpose of such removal or moving is to avoid or evade the requirements of this Section.

6.10 Free-Standing Poles. Except as provided in Section 6.8, no clotheslines or clothes poles, or any other free standing, semi-permanent or permanent poles, rigs, or devices, regardless of purpose, with the exception of a flag pole displaying the United States federal or state flag, shall be constructed, erected, or located or used on a Lot, provided however, that the installation and location thereof must be approved by 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 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 24 inches in diameter shall be permitted on a Lot, provided however, that the installation and location of a satellite dish 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. In case of a dispute or

disagreement, the Architectural Control Committee is herewith granted the authority to conclusively determine whether an animal is or is not a permitted household pet.

6.15 Garbage/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. Garbage cans shall not be placed at the street for collection and pick-up earlier than 4:00 p.m. on the day prior to the scheduled pickup.

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 on a Lot.

6.17 Driveways. All driveways on Lots from the street to the garage shall be poured concrete and not less than 16 feet in width, provided however, in the event the driveway serves an end loading garage, then in that event, the driveway shall be poured concrete and not less than 14 feet in width at the street.

6.18 Individual Utilities. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on a Lot in the Subdivision.

6.19 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 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) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction over the maintenance and repair of said streets.

6.20 Storm Water Runoff. No rain and storm water runoff, sump pump, 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 any 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.

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

6.22 Certificate of Compliance. Before a Lot may be used or occupied, such user or occupier shall first obtain from the Zoning Authority the improvement location permit and certificate of occupancy or compliance then required by the Zoning Authority.

6.23 Enforcement. The Association, Developer and any Owner (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 or the Plat. Failure by the Association, Developer or an Owner to enforce any provisions in the Covenants shall in no event be deemed a waiver of the right to do so later.

6.24 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.

6.25 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.

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

6.26.1 In order to amend any provisions of these Covenants, the amendment shall require the written consent of at least 75% of each class of members of the Association in the Subdivision and the written consent of 75% of each class of members in any then platted additional Sections, if any, of the Subdivision. For purposes of this Section 6.26.1, the term "Owner" and "Lots" shall have the same meaning with respect to "Owners " and "Lots" in such future sections, as the term "Owner" and "Lots" is defined in Sections 110 and 1.11. Further, until single-family residences are constructed on all Lots in the Subdivision and certificates of occupancy are issued for those residences, the Developer, in addition to those persons whose signatures are required under this Section 6.26.1, also must approve and sign the amendment in order for the amendment to be valid and effective.

6.26.2 Notwithstanding the provisions of Section 6.26.1, 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 the Plats or any of the Covenant provisions, provided however such amendment shall not serve to reduce the minimum size, setback, building line, and other requirements contained in Sections 6.2 and Section 6.4, without the written consent of at least 75% of the Owners.

6.26.3 In order for any amendment of these Covenants to be effective, the approval of the Zoning Authority shall be required.

6.27 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 limitation imposed under Section 1.10 and further meets the requirements of Section 6.4.

Section 7. ATTORNEY FEES AND RELATED EXPENSES. In the event the Association, Developer, an Owner, or the Plan Commission is successful in any proceeding, whether at law or in equity, brought against an Owner 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 seeking enforcement thereof shall be entitled to recover from the party against whom the proceeding was brought, the reasonable attorney fees and related litigation costs and expenses incurred in such proceeding; provided, however, in no event shall the Developer or the Association or their respective officers, directors, agents, or employees ever be held liable for any attorney fees or related litigation costs and expenses of any other party in any legal proceeding unless otherwise expressly permitted by law.

Section 8. MANDATORY SOLID WASTE DISPOSAL. Unless weekly refuse/garbage pickup services are provided by a governmental entity having jurisdiction thereof, 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 8.

Section 9. SIDEWALKS. Plans and specifications for the Subdivision approved by and on file with the Zoning Authority require the installation of concrete sidewalks within the

street rights-of-way in front of Lots 211 through 229 and 241 through 266, as the obligation of the Owners of those Lots (exclusive of Developer). The sidewalk to be located on a Lot shall be completed in accordance with such plans and specifications prior to the issuance of a certificate of occupancy for such Lot. This Covenant is enforceable by the Zoning Authority, the Developer, the Association, or an Owner, by specific performance or other appropriate legal or equitable remedy. Should a certificate of occupancy be issued to Developer for a Lot on which a sidewalk must be constructed, Developer shall be considered as an Owner subject to enforcement of this Covenant but only with respect to that Lot.

Section 10. FLOOD PROTECTION GRADES. In order to minimize potential damage to residences from surface water, minimum flood protection grades are hereby established as set forth below. 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 10. The flood protection grades shall be Mean Sea Level and shall be as follows:

Lots 239 and 240	817.0 feet mean sea level
Lots 241	817.7 feet mean sea level
Lots 242	818.5 feet mean sea level
Lots 243	819.3 feet mean sea level
Lots 244	820.0 feet mean sea level
Lots 245	820.5 feet mean sea level
Lots 246	821.0 feet mean sea level
Lots 247	821.5 feet mean sea level
Lots 248	823.3 feet mean sea level

Section 11. ZONING ORDINANCE REQUIREMENTS. Notwithstanding any other provision herein to the contrary, in the event any applicable zoning ordinance (as modified by any variance that may have been granted with respect to any Lot or the Subdivision) in effect at the time of the recordation of these Covenants contains more stringent requirements than these Covenants, the more stringent zoning ordinance requirements (but as modified by any granted variance) in effect on the date of recordation of these Covenants shall apply; provided, however, nothing contained herein shall prohibit any Lot or the Subdivision from applying for or from being granted a variance with respect to any current or future enacted zoning ordinance, but no variance may be granted which would establish less stringent requirements than the terms and provisions of these Covenants.

IN WITNESS WHEREOF, Pine View Land Corp. an Indiana corporation, by its duly authorized President, Orrin R. Sessions, Owner of the Real Estate, has signed this document on this 3rd day of May, 2004.

Developer
Pine View Land Corp.

By: _____
Orrin R. Sessions
its, President

STATE OF INDIANA)
)§
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this 3rd day of May, 2004 personally appeared Orrin R. Sessions, known to me to be the duly authorized President of Pine View Land Corp. and acknowledged the execution of the above and aforegoing as his voluntary act and deed and on behalf of said corporation for the purposes and uses set forth in this document.

Witness my hand and notarial seal.

Lisa A. Downey Notary Public
Resident of Allen County, Indiana

My Commission Expires:
11-04-11

This instrument prepared by Thomas J. Blee, Attorney at Law, Burt, Blee, Dixon & Sutton, 1000 Standard Federal Plaza, Fort Wayne, Indiana 46802, Telephone: (260) 426-1300.