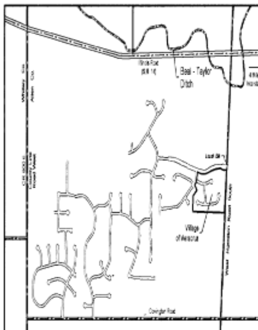


Location Map

PLAT LEGEND

- Plat Boundary Line
- Interior Street
- Interior Lot Line
- Building Set-back Line
- Easement Line
- Adjoining Plat Interior Lot Line
- #NNN — Street Address Number
- NN — Lot Number and Block Designation
- Street Centerline Curve Data
- NNN.N (boxed) — Minimum Flood Protection Grade

Secondary Plat of:

VILLAGE OF VERACRUZ

A subdivision of part of the Northeast, Northwest, Southeast, and Southwest Quarters of Section 8, Township 30 North, Range 11 East, Allen County, Indiana.

Developer:
Oakmont Development Company, LLC
1020 East Dupont Road
Fort Wayne, IN 46825
Tel: 260/489-2000 Fax: 489-8974

Surveyor - Planner:
Sauer Land Surveying, Inc.
1111 West Hamilton Road South
Fort Wayne, IN 46814-9105
Tel: 260/469-3300 Fax: 469-3301

APPROVALS

ALLEN COUNTY PLAN COMMISSION
DATE: 12/15/06

Charles J. Bodenhafer, President

Allan D. Frecker, Sr., Secretary

BOARD OF COMMISSIONERS
DATE: 12/15/06

Marla J. Irving, President

Linda K. Bloom, Vice President

Nelson Peters, Secretary-Treasurer

ALLEN COUNTY SURVEYOR
DATE: 12/15/06

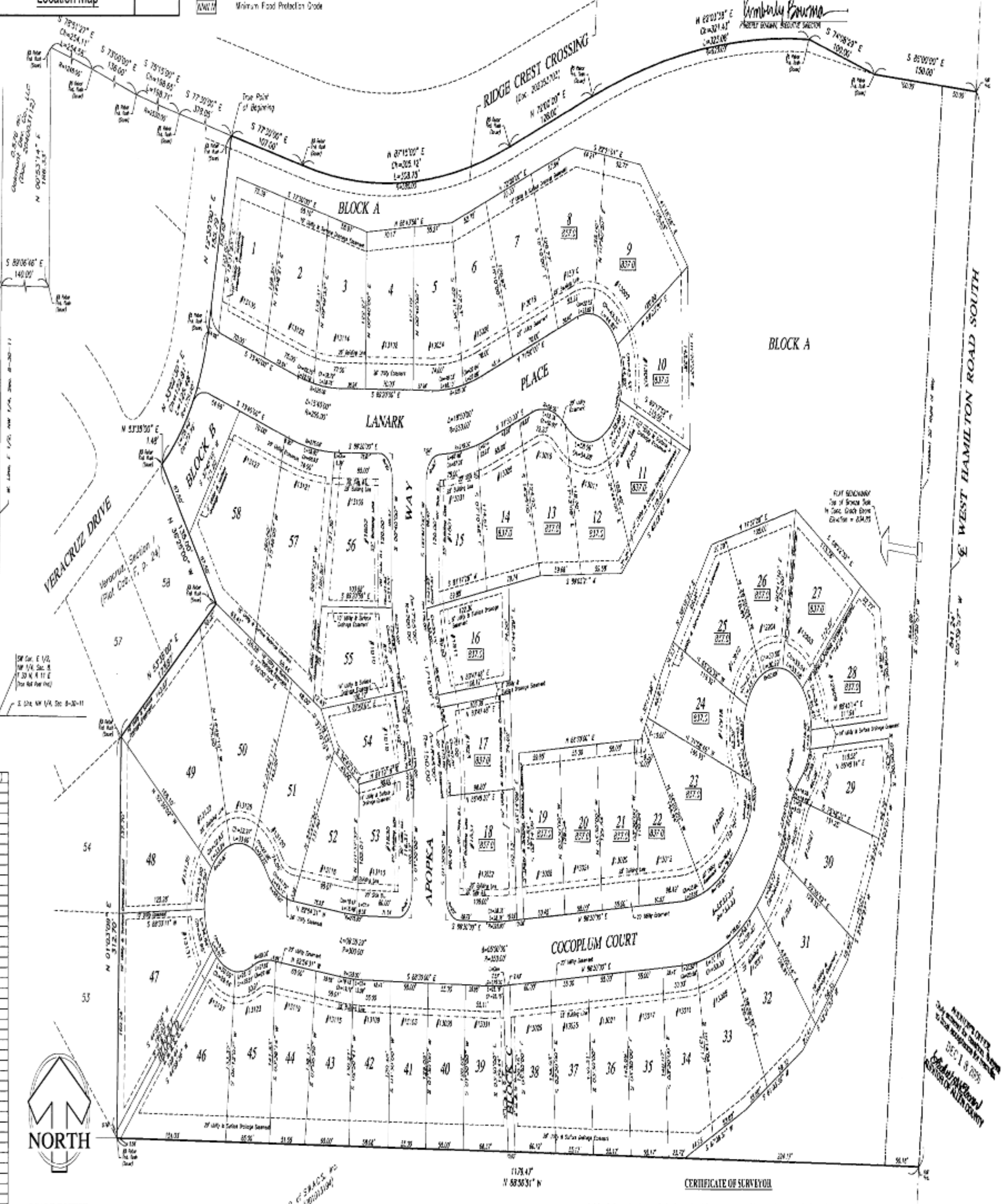
Alan D. Frecker, Jr., Allen County Surveyor

ATTEST:

Lisbeth K. Blosser, Auditor

ZONING ADMINISTRATOR
DATE: 12/15/06

Kimberly Bowman, Executive Director



LOT	Area (sq. ft.)
1	9025
2	9146
3	8545
4	8728
5	8297
6	8179
7	8881
8	10457
9	12314
10	9502
11	7583
12	6917
13	7985
14	8558
15	9556
16	8254
17	7052
18	10095
19	7792
20	7125
21	7125
22	7673
23	10358
24	8259
25	8671
26	7799
27	8293
28	8882
29	7504
30	8817
31	8733
32	8733
33	9016
34	8501
35	8024
36	7783
37	7542
38	7953
39	7808
40	7086
41	7110
42	7333
43	7961
44	7744
45	8558
46	12914
47	13618
48	11242
49	14288
50	14499
51	11081
52	7783
53	8724
54	6735
55	8538
56	11277
57	15139
58	14474

SCALE IN FEET:

0 60 120

Original Map Scale: 1"=60'
Date: August 16, 2006
Last Revised: Nov. 27, 2006

Entity	Area (sq. ft.)
Block A	246,359
Block B	6,034
Block C	7,298
Block D	7,809
Street	108,794

BENCHMARKS:

Beginning Benchmark: F-129 B.M. tablet set in the NW corner of S.R. 14 bridge over Beal Taylor Ditch, located 0.17 miles East of West Hamilton Road South, Sec. 5, T 30 N, R 11 E, Aboite Twp. ELEVATION = 822.28

Plat Benchmark: Top of Bronze Disk installed in Pond T1 Overflow Weir (grade beam in Block "A") with elevation 834.85 stamped in marker.

NOTES:

1. All buried utilities shall allow for the proposed swale grades as shown on the approved engineering plans.
2. U. & S. D. E. indicates utility and surface drainage easement.
3. "Side B. L." indicates side building line on corner lots.
4. All right-of-way intersection radii are 20 feet.
5. [boxed] Boxed elevation indicates minimum flood protection grade (MSL DATUM).
6. All common areas to be blanket utility and surface drainage easements.

RECEIVED
DEC 0 1 2006
Department of Planning Services

CERTIFICATE OF SURVEYOR

I, John C. Sauer, hereby certify that I am a Land Surveyor registered in compliance with the laws of the State of Indiana; that based on my knowledge, experience and belief this plat and accompanying legal description accurately depicts a subdivision of real estate described in Document Number 204039062 in the Office of the Recorder of Allen County, Indiana, that following the completion of construction and grading, all corners will be marked with 24 inch long #5 rebars bearing plastic caps imprinted "SLS1 #945"; that there has been no change from the matters of survey revealed by the survey referenced hereon or any prior subdivision plats contained therein, on any lines that are common with this new subdivision.

John C. Sauer, Indiana Land Surveyor   Date: 11/28/06

JOHN C. SAUER REGISTERED No. S0364 STATE OF INDIANA LAND SURVEYOR

ALLEN COUNTY PLAN COMMISSION SEAL

The undersigned, by virtue of the deeds recorded in Documents Numbered 204039061, 204039062, 204083976, 204083977, 204083978, 204083979, 204083980, 204083981, 204083982, 204083983, 204083984, 204083985, 204083986, and 205047262, all in the Office of the Recorder of Allen County, Indiana, being the owners of:

Part of the East Half of the Northwest Quarter of Section 8, together with part of that part of the Northeast Quarter of said Section 8, lying west of West Hamilton Road South, also together with part of that part of the Southeast Quarter of said Section 8, lying west of West Hamilton Road South, also together with part of the Southwest Quarter of said Section 8, all being in Township 30 North, Range 11 East, Allen County, Indiana, and all together being more particularly described as follows, to wit:

Commencing at the West Quarter corner of said Section 8, being monumented by a #5 rebar; thence South 89 degrees 37 minutes 03 seconds East (bearings in this description are based on the INDOT bearing for State Road No. 14), on and along the South line of the Northwest Quarter of said Section 8, a distance of 1304.61 feet to the Southwest corner of the East Half of said Northwest Quarter, marked by an iron rail post; thence North 00 degrees 53 minutes 14 seconds East, on and along the West line of the East Half of said Northwest Quarter, a distance of 335.00 feet to a #5 rebar at the southwest corner of a 0.576 acre tract described in a deed to Oakmont Development Co., LLC dated December 22, 2003 and recorded in Document Number 204003112 in the Office of said Recorder; thence South 89 degrees 06 minutes 46 seconds East, on and along the south line of said 0.576 acre tract, a distance of 140.00 feet to a #5 rebar at the southeast corner thereof; thence North 00 degrees 53 minutes 14 seconds East, on and along the east line of said 0.576 acre tract and the northerly projection thereof and parallel with the West line of the East Half of said Northwest Quarter, a distance of 186.33 feet to a #5 rebar; thence easterly, on and along the arc of a non-tangent circular curve to the right having a radius of 1245.00 feet, an arc distance of 254.56 feet, being subtended by a long chord having a length of 254.11 feet and a bearing of South 78 degrees 51 minutes 27 seconds East to a #5 rebar at the point of tangency; thence South 73 degrees 00 minutes 00 seconds East and tangent to said curve, a distance of 136.00 feet to a #5 rebar at the point of curvature of a tangent circular curve to the left having a radius of 2530.00 feet, thence easterly, on and along the arc of said curve, an arc distance of 198.71 feet, being subtended by a long chord having a length of 198.65 feet and a bearing of South 75 degrees 15 minutes 00 seconds East to a #5 rebar at the point of tangency; thence South 77 degrees 30 minutes 00 seconds East and tangent to said curve, a distance of 378.05 feet to a #5 rebar at the true point of beginning; thence continuing South 77 degrees 30 minutes 00 seconds East, a distance of 107.00 feet to a #5 rebar at the point of curvature of a tangent circular curve to the left having a radius of 580.0 feet; thence easterly, on and along the arc of said curve, an arc distance of 308.75 feet, being subtended by a long chord having a length of 305.12 feet and a bearing of North 87 degrees 15 minutes 00 seconds East to a #5 rebar at the point of tangency; thence North 72 degrees 00 minutes 00 seconds East and tangent to said curve, a distance of 128.00 feet to a #5 rebar at the point of curvature of a tangent circular curve to the right having a radius of 920.00 feet, thence easterly, on and along the arc of said curve, an arc distance of 323.08 feet, being subtended by a long chord having a length of 321.43 feet and a bearing of North 82 degrees 03 minutes 38 seconds East to a #5 rebar; thence South 74 degrees 08 minutes 29 seconds East, a distance of 100.00 feet to a #5 rebar on the south line of the roadway easement known as Ridge Crest Crossing and recorded in Document Number 202053703 in the Office of the Recorder of Allen County, Indiana; thence South 85 degrees 00 minutes 00 seconds East, on and along said south line, a distance of 150.00 feet to a survey nail at the east terminus of said south line, being a point on the centerline of West Hamilton Road South; thence South 05 degrees 39 minutes 57 seconds West, a distance of 841.24 feet to a survey nail at the northeast corner of a 70.31 acre tract described in a deed to MSD of Southwest Allen County Schools, Inc, in Document Number 201013194 in the Office of said Recorder; thence North 88 degrees 56 minutes 51 seconds West, on and along the north line of said 70.31 acre tract, a distance of 1179.47 feet to a #5 rebar; thence North 01 degrees 03 minutes 09 seconds East, a distance of 312.70 feet to a #5 rebar; thence North 53 degrees 35 minutes 00 seconds East, a distance of 173.87 feet to a #5 rebar; thence North 36 degrees 25 minutes 00 seconds West, a distance of 135.00 feet to a #5 rebar; thence North 53 degrees 35 minutes 00 seconds East, a distance of 1.48 feet to a #5 rebar at the point of curvature of a tangent circular curve to the left having a radius of 175.00 feet, thence northeasterly, on and along the arc of said curve, an arc distance of 125.48 feet, being subtended by a long chord having a length of 122.81 feet and a bearing of North 33 degrees 02 minutes 30 seconds East to a #5 rebar at the point of tangency; thence North 12 degrees 30 minutes 00 seconds East and tangent to said curve, a distance of 155.79 feet to the true point of beginning, containing 21.439 acres of land, subject to legal right-of-way for West Hamilton Road South and subject to all easements of record.

do hereby subdivide and plat the same into lots, blocks, streets and easements as shown on the plat to be known as VILLAGE of VERACRUZ, this ________ day of ____________, 2006, do hereby dedicate the streets thus shown to the public use, and do hereby subject and impress all of said lots in said Addition with the restrictions, covenants, limitations and easements referred to in the Declaration of Covenants, Conditions and Restrictions attached hereto and made a part hereof by reference.

OAKMONT DEVELOPMENT COMPANY, LLC

By: [signature]
Jeffrey M. Thomas, Member

ASPEN BAY, INC.

By: [signature]
Printed: Tony Hicks Title: Member

Plat Cab F Page 157
2060076922

PETERSON EQUITY INVESTMENTS, LLC

By: [signature]
Printed: John Peterson Title: Member

RECORDED 12/19/2006 ALLEN COUNTY, IN

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

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

Given under my hand and notarial seal this 1ST day of December, 2006.

My Commission Expires: 12/28/11   Tammy M. Chevron, Notary Public
Resident of Allen County, Indiana

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared Tony Hicks known to me to be the Member whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said ASPEN BAY, INC., and that he/she executed the same as the act of such ASPEN BAY, INC. for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and notarial seal this 1ST day of December, 2006.

My Commission Expires: 12/28/11   Tammy M. Chevron, Notary Public
Resident of Allen County, Indiana

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared John Peterson, known to me to be the person and Member whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said PETERSON EQUITY INVESTMENTS, LLC, and that he executed the same as the act of such PETERSON EQUITY INVESTMENTS, LLC for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and notarial seal this 1ST day of December, 2006.

My Commission Expires: 12/28/11   Tammy M. Chevron, Notary Public
Resident of Allen County, Indiana

AUDITOR'S OFFICE
Duly entered for taxation subject to final acceptance for transfer
DEC 1 8 2006
AUDITOR OF ALLEN COUNTY

Consent for permanent structures issued by the Allen County Drainage Board on September 9, 2004 in accordance with Indiana Code 36-9-27-71, on file at the Allen County Surveyor's Office as Drainage Board Rec. Doc. #04-260 reference - VILLAS of VERACRUZ regulated drain.

This new subdivision plat is cross referenced to a retracement and original survey of the subject parcel performed by Sauer Land Surveying, Inc. recorded as Doc. 204063640 in the Office of the Recorder of Allen County, Indiana, as required by Title 865, Article 1, Rule 12, Section 13 of the Indiana Administrative Code.

This instrument prepared by John C. Sauer, Indiana Land Surveyor

#206076922
Recorded
12/19/2006 09:46:47
RECORDER
PATRICIA J CRICK
ALLEN COUNTY, IN
Receipt No. 38093
DCFD 3.00
IDSP 2.00
PLAT 50.00
PLAT 9.00
Total 64.00

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

Plat Cab F Page 157

Aboite

THIS DECLARATION, made this 18 day of December, 2006, by OAKMONT DEVELOPMENT CO. LLC, an Indiana limited liability company ("Declarant"),

WITNESSETH:

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

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

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

21760

AUDITOR'S OFFICE
Duly entered for taxation, subject to final acceptance for transfer
DEC 18 2006
AUDITOR OF ALLEN COUNTY

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

ARTICLE I

DEFINITIONS

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

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

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

(c) "Common Areas" shall mean and refer to (i) those areas of land designated as Common Areas on any recorded subdivision Plat of the Properties and intended to be devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or may hereafter be constructed thereon; (ii) all areas designated as water impoundment areas on any such recorded subdivision Plat; and (iii) all other real property owned by the Association for the common use and enjoyment of the Owners, including, without limitation, the Pool and Parking Lot, as defined herein.

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

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

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

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

(h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but, notwithstanding any applicable theory of mortgage

or other security device, shall not mean or refer to any mortgagee or trustee under a Mortgage or Trust Deed unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(i) "Properties" shall mean and refer to all such existing properties and additions, thereto, as are subject to this Declaration or any Supplemental Declaration prepared and filed of record pursuant to the provisions of Article IX hereof.

(j) "Veracruz" shall mean the multiple-section community concept of Veracruz developed by Declarant, including Village of Veracruz and all other sections of Veracruz governed and to be governed by the Association.

ARTICLE II

USE OF PROPERTIES AND COMMON AREAS

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

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

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

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

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

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

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

(g) All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by

all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including attorneys' fees.

ARTICLE III

AFFIRMATIVE AND PROTECTIVE COVENANTS

Section 1. Single Family Residence and Garages. Each residential structure erected or placed on any Lot shall be designed, intended and used as a residence for a single family only, and not more than one residential structure shall be placed on any Lot. There shall be constructed and maintained with each single family residence an attached garage for not less than two (2) nor more than three (3) automobiles.

Section 2. Side Line and Front Line Set Back Restrictions. No building shall be located on any Lot nearer the front line or the side street line than the minimum building setback lines as shown on the Plat. In any event, no building shall be located nearer than a distance of seven (7) feet to an interior Lot line. No projection of any building shall be permitted to extend into or encroach upon the space between said building line and the street. No dwelling shall be located on any Lot nearer than twenty-five (25) feet to the rear Lot line.

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

Section 4. Fences, Walls, Hedges and Shrubs. No fence, wall, hedge or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street right-of-way lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No screen planting over thirty (30) inches high nor any fence shall be permitted between the street right-of-way and the building setback line.

Section 5. Further Subdivision of Lots. The further dividing of any Lot or combination of Lots after approval by the Allen County Plan Commission is prohibited unless and until the Allen County Plan Commission has reviewed and approved the change. This restriction will not prohibit utilizing a portion or all of an adjoining Lot to change the size of a Lot, so long as no Lot shall have a width of less than seventy-five (75) feet at the building line.

Section 6. Pre-Inhabitation. Before any house or building on any Lot in the Plat shall be used and occupied as a dwelling or as otherwise provided in the Declaration, the Declarant or any subsequent developing Owner of said Lot shall install all improvements serving the Lot as provided in the development plans and specifications for the Properties filed with the Board of

Commissioners of Allen County. Before any Lot may be used or occupied, the Owner of such Lot shall first obtain from the Zoning Administration the improvement location permit and certificate of occupancy required by the Allen County Zoning Ordinance.

Section 7. Signs. No sign of any kind shall be displayed to the public view on a Lot except one professional sign of not more than six (6) square feet, advertising the Lot for sale, or signs used by a builder to advertise the Lot during the construction and sale period. The provision of this Section 7 shall be applicable to signs used by Declarant.

Section 8. Waste. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers which are not visible from the front of any residence. All Equipment for the storage and disposal for such material shall be kept in a clean and sanitary condition.

Section 9. Antennae. Unless otherwise approved in writing by Declarant, no radio or television or other type of antennae, satellite disk or dish, or supporting structure may rise more than six (6) feet above the highest point of the roof of any building. Such antennae, satellite disk or dish, or supporting structure must be attached to the main dwelling. No towers will be permitted unless otherwise approved in writing by Declarant.

Section 10. Boats, Trailers, Etc. No boats, trailers, campers, recreational vehicles, or other vehicles of whatever kind or character other than operational automobiles shall be parked or permitted to remain on the street or on any Lot unless housed completely in a garage.

Section 11. Yard Light. Each dwelling will cause a yard light or other illuminating device to be installed in the front yard fifteen (15) feet (plus or minus one (1) foot) from the street curb. Such yard light or illuminating device will be of such design and construction as shall be approved by the Architectural Control Committee; said Committee shall also have the authority to approve a change in the location of said yard light or illuminating device. Said yard light or other illuminating device shall be illuminated at all times other than daylight hours. Owner, other than Declarant, will supply at his expense said lights and equip same with sun electric cells.

Section 12. No Prefabricated Construction. All residences and other structures constructed or erected upon any Lot shall be new construction, and in no event shall any prefabricated or existing residences or garages be moved onto any Lot.

Section 13. Communication Equipment. No communication receiving or transmitting device or equipment shall be used on any Lot which interferes with the television reception on any other Lot without the prior written consent of the Architectural Control Committee, which consent may be withheld or, once given, revoked for any reason.

Section 14. Vegetable Gardens. No vegetable gardens shall be placed on any Lot except behind the residence situated on such Lot.

Section 15. Maximum Building Coverage. The total habitable floor area of the residence on each Lot shall have the following square footage restrictions which are exclusive of porches and garages:

(a) All one story structures shall have a minimum of 1,100 square feet. (b) All one and one-half story structures or two story structures shall have a minimum of 1,500 square feet. (c) All structures, exterior colors and design must be approved by the Architectural Control Committee pursuant to Section 22 of this Article III.

Section 16. Temporary Structures. No temporary structures of any kind shall be erected or placed on any Lot and in no instance shall more than one dwelling or residence be erected or placed on any one Lot as the same is shown on the Plat. Any garage and/or servants quarters erected more than one hundred twenty (120) days prior to the connection of the main dwelling or residence shall be considered temporary structures. In no event shall any residential dwelling upon any Lot be occupied until it has been fully completed in accordance with plans approved the Architectural Control Committee. No trailer, basement, tent, shack, or garage erected or placed on any Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure or a temporary character be used as a residence. However, the provisions of this Section 16 shall not apply to structures commenced, erected or maintained by the Declarant.

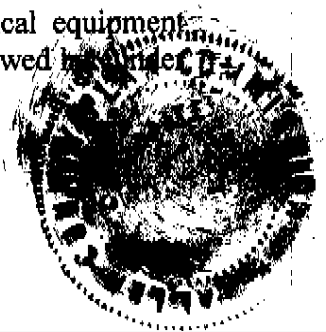
Section 17. Drives and Storage Tanks. All driveways from the street to the garage shall be concrete surface and not less than sixteen (16) feet in width. All oil or fuel storage tanks shall be installed underground or concealed within the main structure of the dwelling house, basement or attached garage.

Section 18. Fences.

(a) Back Yard. All back yard fences shall be of wood or vinyl construction. No aluminum or steel will be allowed. All lake Lots must have split-rail or picket-type fences. Said split-rail fences on lake Lots shall be limited to three (3) rails and not exceed four (4) feet in height. Picket-type fences shall not exceed four (4) feet in height. The location of any proposed fence on any lake Lot or any other Lot shall be approved by the Architectural Control Committee pursuant to terms and conditions set forth in Article III, Section 22. All fences constructed on a corner Lot shall not extend into or encroach upon the space between said building line and the street on the street side of said corner Lot. In addition to the foregoing, all fences shall meet all applicable requirements of the Allen County Zoning Ordinance.

(b) Front Yard. Any front yard fences shall be of vinyl or cast iron construction. The location, height and length of any front yard fence shall be approved by the Architectural Control Committee pursuant to the terms and conditions set forth in Article III, Section 22, and shall meet all applicable requirements of the Allen County Zoning Ordinance.

Section 19. Storage Sheds. No storage sheds, outbuildings, or other similar structures shall be allowed on any Lot, except for buildings required to house mechanical equipment servicing in-ground pools erected under Section 21 below. Any such building allowed hereunder shall meet all applicable requirements of the Allen County Zoning Ordinance.



Section 20. Sidewalks. Each Owner shall provide and maintain a concrete public sidewalk across the front of each property prior to occupancy. Concrete sidewalks shall be four (4) feet in width.

Section 21. Pools. No above-ground pool, except for spas, whirlpools and similar structures, shall be commenced, erected or maintained on any Lot. The commencement, erection or maintenance of any in-ground pool on any Lot shall be subject to the provisions of Section 22 below governing the Architectural Control Committee and shall be prohibited on, in, or about any Lot within the community lacking the soil conditions suitable for such commencement, erection or maintenance of an in-ground pool thereon. No in-ground pool shall be located on any Lot nearer than a distance of six (6) feet from the rear or side property line of said Lot. In addition to the foregoing, all in-ground pools shall meet all applicable requirements of the Allen County Zoning Ordinance.

Section 22. Architectural Control Committee. Anything contained in the foregoing Sections of this Article to the contrary notwithstanding, no erection of building or exterior additions or alterations to any building situated upon any Lot, no erection or changes or additions in fences, Lot grades, hedges, walls and other structures shall be commenced, erected, or maintained, until (i) a preliminary sketch showing the basic plan and general specifications of same shall have been submitted to and approved by the Declarant; provided, however, that the provisions of this Section 22 shall not apply to buildings, structures, additions and alterations commenced, erected or maintained by Declarant. A copy of the approved plans and drawings shall be furnished by Owner to the Declarant and retained by the Declarant. In the event the Declarant, or its designated representatives, fail to approve or disapprove such improvements or other matters within thirty (30) days after the said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection, addition, alteration or change has been commenced prior to the completion thereof, approval will not be required, and this Article will be deemed to have been duly complied with. Neither the Declarant nor its designated representatives shall be entitled to compensation for, or liable for damages, claims or causes of action arising out of services performed pursuant to this Article.

Section 23. Flood Protection Grades. In order to minimize potential damages from surface water, flood protection grades are hereby established as set forth below. All dwellings shall be constructed at or above the minimum flood protection grades; such grades shall be the minimum elevation of a first floor or the minimum sill elevation of any opening below the first floor of any dwelling. The flood protection grades shall be Mean Sea Level Datum and shall be specifically set forth in the Secondary Plat of Village of Veracruz, as approved by the Allen County Plan Commission.

The flood protection grades for Village of Veracruz are as follows:

- Lots 8-14 and 16-28, inclusive = 837.0 feet

inclusive are feet Mean Sea Level.

Section 24. Front Exteriors. All front elevations must be of natural material, i.e., wood, brick or stone, except for soffits and the use of hardi plank or vinyl siding, on a limited basis, to highlight or complement the natural material required to cover the majority of all front elevations hereunder.

Section 25. Landscaping and Lawn.

(a) All Owners shall landscape, or cause to be landscaped, their Lot, at a minimum, in a manner so as to maintain and remain consistent with the aesthetic integrity of the landscaping contained on the Properties, as defined by Declarant. Said landscaping shall be completed, or caused to be completed, by each Owner within one (1) year after the date of said Owner's certificate of occupancy, as issued by the Allen County Building Department, authorizing the Owner's occupancy of the house. The foregoing landscaping requirements shall not apply to Declarant nor to any Common Area or Lot owned by Declarant.

(b) All Owners, as soon as reasonably possible upon completion of construction of their house, shall properly grass seed or sod their Lot and maintain their yard in a condition consistent with the aesthetic integrity of the yards contained on other Lots and the Properties, as defined by Declarant.

Section 26. Utility Easements. Except for easements and Declarant's rights relating thereto as set forth in Article IV, Section 1 hereof, no Owner shall erect on a Lot, or grant to any entity the right, license or privilege to erect or use, or permit the use of, overhead wires, poles, or overhead facilities of any kind for electrical, telephone, or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the subdivision). Nothing in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any residence or other structure on a Lot connecting it to the electrical distribution system of any electric public utility shall be provided by the Owner of the Lot who constructs the residence or structure, and shall carry not less than three (3) wires and have a capacity of not less than two hundred twenty (220) amperes. Any public utility charged with the maintenance of underground installations shall have access to all easements in which said installations are located for operation, maintenance and replacement of service connections.

ARTICLE IV

EASEMENTS

Section 1. Easements Reserved by Declarant. Easements for the installation, maintenance, repair and removal of public and/or quasipublic utilities and sewer and drainage facilities, and floodway easements are reserved by Declarant over, under and across the Properties, as shown on the recorded Plat thereof. Full ingress and egress shall be had by Declarant at all times over the Properties for the installation, operations, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easements, or with the use, maintenance, operation or installation of such utility. The grade of the land in any such easement

shall not be changed or altered by any Owner of any Lot, after the said grade has been established. All utility easements as dedicated on the Plat shall be left free from all permanent structures and the removal of any obstructions, whether temporary or permanent, shall be subject to the paramount right of the utility and/or sewer installation. Declarant shall have the right to assign and transfer the easements and rights herein reserved to or for the benefit of any public or quasipublic utility.

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

Section 3. Surface Water. No rain or storm water runoff shall at any time be discharged or permitted to flow into the sanitary sewage system, which shall be a separate sewerage system from the storm water and surface water runoff outlets. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lot except that any individual water system may be used for the purpose of a swimming pool or lawn irrigation.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS

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

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

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

Section 2. Title to the Common Areas. The Declarant may retain the legal title to the Common Areas until such time as it has completed such improvements thereon as it may elect to make and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that it shall convey the Common Areas to the Association not sooner than January 1, 2007. At any time thereafter so long as Class B Members of the Association exist, the Declarant may convey and transfer to the Association such additional real and/or personal

property as the Declarant, in its sole discretion, deems appropriate, and the Association shall accept such transfer and hold such property as part of the Common Areas.

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

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

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

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

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

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

(f) Subject to approval by the affirmative vote of the Association's Members, as provided in Section 3 of Article VII, the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and upon such conditions as may be agreed to by the Members.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

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

hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the Assessments became due.

Section 2. Purpose of Annual Assessments. The Annual Assessments levied by the Association shall be used exclusively for (i) the care, preservation, supervision, improvement and maintenance of the Common Areas and of the improvements situated thereon including, but not limited to, a community pool for use by all Members ("Pool") and the parking lot servicing the Pool ("Parking Lot"); (ii) the payment of taxes on and insurance in connection with the Common Areas and the repair, replacement and making of additions thereto; (iii) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management, supervision, maintenance and repair of, the Common Areas, including without limitation, the storm water detention basin and control structures, and of any existing and future recreational lakes together with any outlet and water level control structures and of the park area and improvements situated thereon, (iv) carrying out the duties of the Board as set forth in Article VIII hereafter; and (v) carrying out the purposes of the Association as stated in its Articles of Incorporation.

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

Section 4. Basis and Amount of Annual Assessments.

(a) Until the year beginning January 1, 2007, there shall be no Annual Assessment under this Article VI.

(b) Commencing with the year beginning January 1, 2007 and each year thereafter, the Board, at its annual meeting and effective for the year commencing with the next January 1, and each January 1 thereafter, shall set the amount of the Annual Assessment for the following year for each Lot, taking into consideration the current maintenance costs and the future needs of the Association, provided that the Annual Assessment shall never be less than $200.00.

Section 5. Capital Improvements. In the event any Annual Assessment includes, or the Board levies a special assessment ("Special Assessment") in any given year to include, an amount for the purpose of defraying, in whole or in part, the cost of construction, repair or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, that portion of any such Assessment, Annual or Special, relating to the capital improvement(s) must have the assent of the Members entitled to cast a majority of the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for this purpose, as provided in Section 3 of Article VII. ("Annual Assessment" and "Special Assessment" are sometimes collectively referred to herein as the "Assessments.")

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) All Lots owned by Declarant.

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

ARTICLE VII

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall automatically be a Member of the Association.

Section 2. Classes of Membership. The Association shall have two classes of voting membership:

CLASS A. Class A Members shall be all Members with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interest in any Lot, all such person shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B. The Class B Member(s) shall be the Declarant. The Class B Member(s), at all times when the total number of Lots owned by the Class B Member(s) is greater than one-third (1/3) of the total number of Lots owned by Class A Members, shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership. When the total number of Lots owned by the Class A members equals or exceeds three (3) times the total number of Lots owned by the Class B Member(s), the Class B Member(s) shall, during the time such equality or excess continues, be entitled to only one vote for every Lot owned by it.

Section 3. Quorum and Notice Requirements.

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

(b) The quorum required for any action referred to in Section 3(f) of Article V or Section 5 of Article VI shall be as follows: At the first meeting called, as hereinafter provided, the presence at the meeting of Members, or of proxies, entitled to case sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present at the meeting, an additional meeting may be called, subject to the notice requirement

hereinafter set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

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

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

ARTICLE VIII

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

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

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

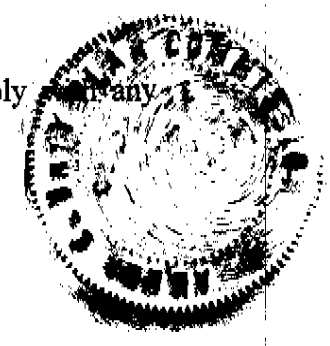
(b) Care and preservation of the Common Areas and full maintenance of a utility service for the Common Areas including the furnishing and upkeep of any desired personal property for use in the Common Areas.

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

(d) Legal and accounting services.

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

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



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

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

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

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

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

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

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

(m) To make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members (without limiting the generality of the foregoing language, the rules and regulations may provide for limitations on use of the swimming pools or other common recreational areas during certain periods by youthful persons, visitors or otherwise).

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

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

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

Section 2. Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services, and insurance, payment for which is to be made by the Association and

the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

Section 3. Owner's Obligations to Repair. Each Owner shall, at his sole cost and expense, maintain and repair his Lot and the improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his Lot and the improvements thereon as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and exterior of the buildings and any other improvements erected thereon; and each Owner (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

ARTICLE IX

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

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

Section 2. Additions to Existing Property. If Declarant is the owner of any property which it desires to add to the community of Veracruz, including future Properties to be added as additional sections of Village of Veracruz, it may do so by filing of record a Supplementary Dedication, Declaration, Protective Restrictions, Covenants, Limitations, Easements and Approvals which shall extend the concept of the covenants, conditions and restrictions of this Declaration to such property, PROVIDED, HOWEVER, that (i) such additional property shall be contiguous (as hereafter defined) to the Properties subject to this Declaration at the time, and (ii) such Supplementary Declaration may contain such complimentary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of this Declaration. In no event, however, shall such Supplemental Declaration modify or add to the covenants established by this Declaration for the Existing Property. Any additions made and sections added to Village of Veracruz pursuant to this Section 2, when made, shall automatically become part of the Association, thereby extending the jurisdiction, functions, duties and membership of the Association to the sections and properties added. For the purposes hereof, the term "contiguous" shall mean adjoining; provided, that any tracts or parcels of land which are separated by a street, road, sidewalk, right-of-way, easement or other thoroughfare shall be deemed to be contiguous.

ARTICLE X

GENERAL PROVISIONS

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

Section 2. Termination or Amendment by Declarant. Until such time as the first Lot is sold by Declarant, Declarant, at its discretion, may abolish or amend said Covenants, Conditions and Restrictions or change them in whole or in part, subject, however, to approval of the Allen County Plan Commission.

Section 3. Consent of Members. Except as provided in Section 1 and Section 2 of this Article, the Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only with the consent of the Members of each class of membership entitled to cast fifty-one percent (51%) of the votes of each such class of Association, evidenced by a document in writing bearing each of their signatures; provided, that (i) no amendment whatsoever shall be made without the written consent of the Declarant prior to January 1, 2015, notwithstanding that Declarant has no interest in the Properties at the time, (ii) Declarant shall have the right to amend this Declaration at any time from time to time, without the consent of any Member, to the extent that such amendments are required by the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, or other governmental authority involved in financing the improvement, purchase or sale of any of the Lots or the improvements to be constructed thereon, and (iii) no amendment shall be made eliminating any of the covenants of Articles III and IV or adversely affecting or reducing the assessments provided in Article VI without the prior written approval of the Allen County Plan Commission or its successor, and further, however, that the restrictions and covenants herein contained as they relate to the storm water detention system and the maintenance and repair thereof shall be for an indefinite period except as amended with the prior approval of the Allen County Drainage Board.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceedings at law or in equity against any person or person violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by the

Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed waiver of the right to do so thereafter.

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

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

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

Section 8. Storm Water Detention System and Pond Maintenance Assessment. The Association shall be obligated to maintain, repair and/or replace, as necessary, the storm water drainage system and the storm water detention system consisting of one (1) pond shown on the Plat of the subdivision, together with outlets and water control structures, the cost of which shall be borne by all of the Owners in Veracruz and subsequent Owners of Lots in any and all of the sections of Veracruz.

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

Until the year beginning January 1, 2007, the annual assessment for pond maintenance shall be $25.00 per Lot. Commencing with the year beginning January 1, 2007 and each year thereafter, the Board of Directors of the Association, at its annual meeting next preceding, and each January 1 thereafter, shall set the amount of the annual assessment for the maintenance of the pond(s) in addition to the regular annual maintenance fee for the common areas as set forth in Article VI, provided that the annual assessment for the storm water detention system [pond(s)] under this Article X, Section 8 shall never be less than $25.00.

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

Section 9. Re-recording of Declaration. Declarant initially recorded this Declaration and related Plat on October 20, 2004 in the office of the Recorder of Allen County, Indiana, as Document No. 204076590, Plat Cabinet F, Page 27, under the concept name of The Villas of

Veracruz. Declarant now wishes to re-record this Declaration and related Plat under the concept name of Village of Veracruz effective as of the date set forth below, thereby replacing in its entirety the original Declaration.

IN WITNESS WHEREOF, Jeffrey M. Thomas, a Member of Oakmont Development Co. LLC, being the Declarant herein, has executed this instrument on this, the 1 day of December, 2006.

OAKMONT DEVELOPMENT CO. LLC
An Indiana Limited Liability Company

By: _____
Jeffrey M. Thomas, Member

ACKNOWLEDGMENT

The undersigned hereby acknowledge that the re-recording of this Declaration under the concept name of Village of Veracruz by Declarant, Oakmont Development Co. LLC, pursuant to Article X, Section 9 above, as required by the Allen County Plan Commission, shall act to replace the original Declaration recorded by Declarant under the concept name of The Villas of Veracruz, and further acknowledge that any Lot or Lots within the Village of Veracruz conveyed to or titled in the name of the undersigned prior hereto shall be and remain subject to this Declaration.

ASPEN BAY, INC.

By: _____

Its: MEMBER

PETERSEN EQUITY INVESTMENTS, LLC

By: _____

Its: MEMBER

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of December, 2006.

Sheri Lee Gaboriault
Sheri Lee Gaboriault Notary Public
A resident of Allen County

My Commission Expires:

2009

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of December, 2006.

Sheri Lee Gaboriault
Sheri Lee Gaboriault Notary Public
A resident of Allen County

My Commission Expires:

Feb 7, 2009

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared Tony Hicks, President, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Petersen Equity Investments, LLC, an Indiana limited liability company, and that he executed the same as the act of such Petersen Equity Investments, LLC for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of December, 2006.

SHERI LEE GABORIAULT NOTARY SEAL STATE OF INDIANA

Sheri Lee Gaboriault
Sheri Lee Gaboriault, Notary Public
A resident of Allen County

My Commission Expires:
Feb. 7, 2009

This instrument prepared by J. Rickard Donovan, Rothberg Logan & Warsco LLP, Suite 2100 National City Center, 110 West Berry Street, Fort Wayne, Indiana 46802.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Jeffrey D Thomas
(name printed, stamped or signed w/print)

ALLEN COUNTY PLAN COMMISSION