

West Hamilton Crossing

A Subdivision of part of the Northeast Quarter of Section 5,
Township 30 North, Range 11 East, Allen County, Indiana

Developer:
Lancin - Thomas LLC
1020 East Dupont Road
Fort Wayne, IN 46825
T-1: 230/489-2000 Fax: 489-8974

Surveyor - Planner:
Sauer Lan J Surveying, Inc.
14033 Illinois Road, Suite C
Fort Wayne, IN 46814
Tel: 260/469-3300 Fax: 469-3301

DESCRIPTION
A parcel of land located in the Northeast one-quarter of Section 5, Township 30 North, Range 11 East in Allen County, Indiana and more particularly described as follows:
Commencing at the East Quarter corner of Section 5, Township 30 North, Range 11 East, thence North 88 degrees 42 minutes 28 seconds West (bearing bulls for description) along the South line of the Northeast one-quarter of said Section 5, as now established, a distance of 409.54 feet thence North 01 degrees 19 minutes 01 seconds East, a distance of 38.33 feet to the point of beginning.
Beginning at the above described point, thence South 67 degrees 46 minutes 11 seconds West, a distance of 96.79 feet, thence North 88 degrees 42 minutes 28 seconds West along said South line, a distance of 337.62 feet; thence North 03 degrees 09 minutes 31 seconds West, a distance of 456.58 feet; thence North 06 degrees 16 minutes 18 seconds East, a distance of 109.00 feet (bearing bulls for description); thence South 90 degrees 00 minutes 00 seconds West, a distance of 234.00 feet (dead-measured) to the centerline of West Hamilton Road; thence North 06 degrees 15 minutes 17 seconds East along said centerline, a distance of 671.30 feet; thence South 88 degrees 47 minutes 21 seconds East along the South right-of-way line of the Norfolk and Western Railroad, a distance of 928.63 feet; thence South 01 degrees 19 minutes 01 seconds West, a distance of 318.22 feet; thence South 07 degrees 09 minutes 34 seconds West, a distance of 233.46 feet; thence South 04 degrees 39 minutes 47 seconds East, a distance of 277.66 feet; thence South 01 degrees 19 minutes 01 seconds West, a distance of 373.00 feet to the point of beginning, containing 21,137 acres, more or less.
The undersigned owners do hereby dedicate the streets shown to the public use, and do hereby subject and impress the said lot in land subdivision 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.

02-11-05-276-003-038 Tract 20 Cont D & 02-11-05-276-003-038 Tract 13 A and D
LANCIN-THOMAS LLC
By: Michael W. Thomas
Michael W. Thomas, Member
STATE OF INDIANA }
COUNTY OF ALLEN }
Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared Michael W. Thomas, known to me to be the person and acknowledged to me that the same was the act of said LANCIN-THOMAS LLC, and that said person executed the same as the act of said LANCIN-THOMAS LLC, and that said person executed the same as the act of said LANCIN-THOMAS LLC for the purposes and consideration therein expressed and in the capacity therein stated.
Given under my hand and notarial seal this 25th day of January, 2012.
My Commission Expires: 1/12/2017
James C. Ansel
Notary Public
Resident of Allen County, Indiana

02-11-05-276-003-038 Tract 15 except Building 2, 02-11-05-276-003-038 Building 1 Unit 12744 Tract 15C
02-11-05-276-003-038 Tract 11C except Building 1, & 02-11-05-276-003-038 Tract 19
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 25th day of January, 2012.
My Commission Expires: 1/12/2017
James C. Ansel
Notary Public
Resident of Allen County, Indiana

02-11-05-276-003-038 Tract 11 & 12
First Fedn. Savings Bank
By: James C. Ansel
Collections Manager
JAMES C. ANSEL
STATE OF INDIANA }
COUNTY OF ALLEN }
Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared James C. Ansel, known to me to be the person and acknowledged to me that the same was the act of said First Federal Savings Bank, and that said person executed the same as the act of said First Federal Savings Bank for the purposes and consideration therein expressed and in the capacity therein stated.
Given under my hand and notarial seal this 25th day of January, 2012.
My Commission Expires: 02/28/2017
James C. Ansel
Notary Public
Resident of Allen County, Indiana

02-11-05-276-003-038 Building 19 Unit 12744 Tract 2
By: Norah Douglas Hays
STATE OF INDIANA }
COUNTY OF ALLEN }
Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared Norah Douglas Hays, known to me to be the person and acknowledged to me the execution of the foregoing instrument for the purposes and consideration therein expressed and in the capacity therein stated.
Given under my hand and notarial seal this 25th day of January, 2012.
My Commission Expires: 1/12/2017
James C. Ansel
Notary Public
Resident of Allen County, Indiana

02-11-05-276-003-038 Building 15 Units 303 - 309 Tract 6; 02-11-05-276-003-038 Building 15 Unit 314 Tract 1
02-11-05-276-003-038 Building 15 Unit 311 Tract 1; 02-11-05-276-003-038 Building 15 Unit 312 Tract 1; 02-11-05-276-003-038 Building 15 Unit 313 Tract 1; 02-11-05-276-003-038 Building 15 Unit 314 Tract 1; 02-11-05-276-003-038 Building 15 Unit 315 Tract 1; 02-11-05-276-003-038 Building 15 Unit 316 Tract 1; 02-11-05-276-003-038 Building 15 Unit 317 Tract 1; 02-11-05-276-003-038 Building 15 Unit 318 Tract 1; 02-11-05-276-003-038 Building 15 Unit 319 Tract 1
Sr. Financial Bank
By: James C. Ansel
Sr. Financial Bank Administrator
STATE OF INDIANA }
COUNTY OF ALLEN }
Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared James C. Ansel, known to me to be the person and acknowledged to me that the same was the act of said Sr. Financial Bank, and that said person executed the same as the act of said Sr. Financial Bank for the purposes and consideration therein expressed and in the capacity therein stated.
Given under my hand and notarial seal this 25th day of January, 2012.
My Commission Expires: 1/12/2017
James C. Ansel
Notary Public
Resident of Allen County, Indiana

02-11-05-276-003-038 Tract 16 except part d
FIA AIA
By: John A. Pauer
STATE OF INDIANA }
COUNTY OF ALLEN }
Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared John A. Pauer, known to me to be the person and acknowledged to me that the same was the act of said FIA Assoc., and that said person executed the same as the act of said FIA Assoc. for the purposes and consideration therein expressed and in the capacity therein stated.
Given under my hand and notarial seal this 25th day of January, 2012.
My Commission Expires: 10/21/2015
James C. Ansel
Notary Public
Resident of Allen County, Indiana

02-11-05-276-003-038 Building 19 Unit 12744 Tract 2
02-11-05-276-003-038 Building 17 Tract 4
Powers Equity Investments, LLC
By: James C. Ansel
STATE OF INDIANA }
COUNTY OF ALLEN }
Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared James C. Ansel, known to me to be the person and acknowledged to me that the same was the act of said Powers Equity Investments, LLC, and that said person executed the same as the act of said Powers Equity Investments, LLC, for the purposes and consideration therein expressed and in the capacity therein stated.
Given under my hand and notarial seal this 12th day of January, 2012.
My Commission Expires: 10/21/2015
James C. Ansel
Notary Public
Resident of Allen County, Indiana

02-11-05-276-003-038 Building 19 Unit 12744 Tract 2
By: James C. Ansel
STATE OF INDIANA }
COUNTY OF ALLEN }
Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared James C. Ansel, known to me to be the person and acknowledged to me that the same was the act of said Powers Equity Investments, LLC, and that said person executed the same as the act of said Powers Equity Investments, LLC, for the purposes and consideration therein expressed and in the capacity therein stated.
Given under my hand and notarial seal this 12th day of January, 2012.
My Commission Expires: 1/12/2017
James C. Ansel
Notary Public
Resident of Allen County, Indiana

02-11-05-276-003-038 Tract 4
Aqua Springs
By: James C. Ansel
STATE OF INDIANA }
COUNTY OF ALLEN }
Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared James C. Ansel, known to me to be the person and acknowledged to me that the same was the act of said Aqua Springs Inc., and that said person executed the same as the act of said Aqua Springs Inc. for the purposes and consideration therein expressed and in the capacity therein stated.
Given under my hand and notarial seal this 12th day of January, 2012.
My Commission Expires: 1/12/2017
James C. Ansel
Notary Public
Resident of Allen County, Indiana

02-11-05-276-003-038 Building 20 Unit 12744 Tract 1
By: Michael J. Zucchetto
Michael J. Zucchetto
STATE OF INDIANA }
COUNTY OF ALLEN }
Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared Michael J. Zucchetto, known to me to be the person and acknowledged to me that the same was the act of said Michael J. Zucchetto, and that said person executed the same as the act of said Michael J. Zucchetto for the purposes and consideration therein expressed and in the capacity therein stated.
Given under my hand and notarial seal this 25th day of January, 2012.
My Commission Expires: 1/12/2017
James C. Ansel
Notary Public
Resident of Allen County, Indiana

02-11-05-276-003-038 Building 19 Unit 12744 Tract 2
By: James C. Ansel
STATE OF INDIANA }
COUNTY OF ALLEN }
Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared James C. Ansel, known to me to be the person and acknowledged to me that the same was the act of said Michael J. Zucchetto, and that said person executed the same as the act of said Michael J. Zucchetto for the purposes and consideration therein expressed and in the capacity therein stated.
Given under my hand and notarial seal this 25th day of January, 2012.
My Commission Expires: 1/12/2017
James C. Ansel
Notary Public
Resident of Allen County, Indiana

02-11-05-276-003-038 Building 18 Unit 404 Tract 20D
By: Robert Miller
Robert Miller
STATE OF INDIANA }
COUNTY OF ALLEN }
Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared Robert Miller, known to me to be the person and acknowledged to me the execution of the foregoing instrument for the purposes and consideration therein expressed and in the capacity therein stated.
Given under my hand and notarial seal this 25th day of January, 2012.
My Commission Expires: 1/12/2017
James C. Ansel
Notary Public
Resident of Allen County, Indiana

02-11-05-276-003-038 Building 2 Unit 12726 Tract 13
By: Linda K. Grubbs
Linda K. Grubbs
STATE OF INDIANA }
COUNTY OF ALLEN }
Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared Linda K. Grubbs, known to me to be the person and acknowledged to me that the same was the act of said Linda K. Grubbs, and that said person executed the same as the act of said Linda K. Grubbs for the purposes and consideration therein expressed and in the capacity therein stated.
Given under my hand and notarial seal this 25th day of January, 2012.
My Commission Expires: 1/12/2017
James C. Ansel
Notary Public
Resident of Allen County, Indiana

02-11-05-276-003-038 Building 3 Unit 609 Tract 16
By: Philip H. Vachon
Philip H. Vachon
STATE OF INDIANA }
COUNTY OF ALLEN }
Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared Philip H. Vachon, known to me to be the person and acknowledged to me that the same was the act of said Philip H. Vachon, and that said person executed the same as the act of said Philip H. Vachon for the purposes and consideration therein expressed and in the capacity therein stated.
Given under my hand and notarial seal this 25th day of January, 2012.
My Commission Expires: 1/12/2017
James C. Ansel
Notary Public
Resident of Allen County, Indiana

02-11-05-276-003-038 Building 23 Unit 512 Tract 10D
By: Robert Miller
Robert Miller
STATE OF INDIANA }
COUNTY OF ALLEN }
Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared Robert Miller, known to me to be the person and acknowledged to me that the same was the act of said Robert Miller, and that said person executed the same as the act of said Robert Miller for the purposes and consideration therein expressed and in the capacity therein stated.
Given under my hand and notarial seal this 25th day of January, 2012.
My Commission Expires: 1/12/2017
James C. Ansel
Notary Public
Resident of Allen County, Indiana

02-11-05-276-003-038 Building 32 Unit 518 Tract 10
By: Matthew J. DeWys
Matthew J. DeWys
STATE OF INDIANA }
COUNTY OF ALLEN }
Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared Matthew J. DeWys, known to me to be the person and acknowledged to me that the same was the act of said Matthew J. DeWys, and that said person executed the same as the act of said Matthew J. DeWys for the purposes and consideration therein expressed and in the capacity therein stated.
Given under my hand and notarial seal this 25th day of January, 2012.
My Commission Expires: 1/12/2017
James C. Ansel
Notary Public
Resident of Allen County, Indiana

02-11-05-276-003-038 Building 65 Unit 513 Tract 9
By: James C. Ansel
STATE OF INDIANA }
COUNTY OF ALLEN }
Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared James C. Ansel, known to me to be the person and acknowledged to me that the same was the act of said James C. Ansel, and that said person executed the same as the act of said James C. Ansel for the purposes and consideration therein expressed and in the capacity therein stated.
Given under my hand and notarial seal this 25th day of January, 2012.
My Commission Expires: 1/12/2017
James C. Ansel
Notary Public
Resident of Allen County, Indiana

02-11-05-276-003-038 Building 65 Unit 520 Tract 9
By: James C. Ansel
STATE OF INDIANA }
COUNTY OF ALLEN }
Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared James C. Ansel, known to me to be the person and acknowledged to me that the same was the act of said James C. Ansel, and that said person executed the same as the act of said James C. Ansel for the purposes and consideration therein expressed and in the capacity therein stated.
Given under my hand and notarial seal this 25th day of January, 2012.
My Commission Expires: 1/12/2017
James C. Ansel
Notary Public
Resident of Allen County, Indiana

02-11-05-276-003-038 Building 21 Unit 717 Tract 13 & 02-11-05-276-003-038 Tract 13C except Building 21
By: James C. Ansel
STATE OF INDIANA }
COUNTY OF ALLEN }
Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared James C. Ansel, known to me to be the person and acknowledged to me that the same was the act of said James C. Ansel, and that said person executed the same as the act of said James C. Ansel for the purposes and consideration therein expressed and in the capacity therein stated.
Given under my hand and notarial seal this 25th day of January, 2012.
My Commission Expires: 1/12/2017
James C. Ansel
Notary Public
Resident of Allen County, Indiana

02-11-05-276-003-038 Building 65 Unit 513 Tract 9
By: James C. Ansel
STATE OF INDIANA }
COUNTY OF ALLEN }
Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared James C. Ansel, known to me to be the person and acknowledged to me that the same was the act of said James C. Ansel, and that said person executed the same as the act of said James C. Ansel for the purposes and consideration therein expressed and in the capacity therein stated.
Given under my hand and notarial seal this 25th day of January, 2012.
My Commission Expires: 1/12/2017
James C. Ansel
Notary Public
Resident of Allen County, Indiana

02-11-05-276-003-038 Building 65 Unit 520 Tract 9
By: James C. Ansel
STATE OF INDIANA }
COUNTY OF ALLEN }
Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared James C. Ansel, known to me to be the person and acknowledged to me that the same was the act of said James C. Ansel, and that said person executed the same as the act of said James C. Ansel for the purposes and consideration therein expressed and in the capacity therein stated.
Given under my hand and notarial seal this 25th day of January, 2012.
My Commission Expires: 1/12/2017
James C. Ansel
Notary Public
Resident of Allen County, Indiana

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 contained within the boundary described on Page 1; that following the completion of construction and grading, all corners were marked with 24 inch long 1/2 inch diameter plastic caps impressed "Sauer 520617" and that there has been no change from the plat and notices of survey revealed by the survey reflected herein or any prior subdivision plats contained therein, on any "here" that are common with this new subdivision.
I, John C. Sauer, certify the above statements to be correct to the best of my information, knowledge, and belief. I, the undersigned, provides for perjury, that I have taken reasonable care to reduce each Social Security number in this document, unless required by law.
John C. Sauer
John C. Sauer, Indiana Land Surveyor
Date: 12/10/2011

02-11-05-276-003-038 Common Area
02-11-05-276-003-038 Tract 6 Common Area only
West Hamilton Crossing Open Space Association, Inc.
By: James C. Ansel
STATE OF INDIANA }
COUNTY OF ALLEN }
Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared James C. Ansel, known to me to be the person and acknowledged to me that the same was the act of said West Hamilton Crossing Open Space Association, Inc., and that said person executed the same as the act of said West Hamilton Crossing Open Space Association, Inc. for the purposes and consideration therein expressed and in the capacity therein stated.
Given under my hand and notarial seal this 25th day of January, 2012.
My Commission Expires: 1/12/2017
James C. Ansel
Notary Public
Resident of Allen County, Indiana

02-11-05-276-003-038 Common Area
02-11-05-276-003-038 Tract 6 Common Area only
West Hamilton Crossing Open Space Association, Inc.
By: James C. Ansel
STATE OF INDIANA }
COUNTY OF ALLEN }
Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared James C. Ansel, known to me to be the person and acknowledged to me that the same was the act of said West Hamilton Crossing Open Space Association, Inc., and that said person executed the same as the act of said West Hamilton Crossing Open Space Association, Inc. for the purposes and consideration therein expressed and in the capacity therein stated.
Given under my hand and notarial seal this 25th day of January, 2012.
My Commission Expires: 1/12/2017
James C. Ansel
Notary Public
Resident of Allen County, Indiana

Plat Cab G Pg. 41

**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, AND CONDITIONS OF WEST HAMILTON CROSSING**

THIS DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, AND CONDITIONS OF WEST HAMILTON CROSSING (the "Restrictions") is made effective as of the 15th day of June, 2012, by LANCIA-THOMAS, LLC, THE WEST HAMILTON CROSSING OWNERS ASSOCIATION, INC., an Indiana not-for-profit corporation, and no less than one hundred percent (100%) of the lot owners of all Lots within the Plat (all as defined below) under the following circumstances:

Preface

A. On or about August 10, 2001, CJB West Hamilton, LLC (the "Original Developer") executed and placed of record that certain Declaration of Condominium Ownership of West Hamilton Crossing recorded with the Allen County, Indiana Recorder's Office as Document Number 201056270, which Declaration has been amended nineteen (19) times pursuant to amendments recorded at Document Numbers 202025541; 202030160; 204086794; 202025542; 202030161; 206030908; 204087054; 205009793; 205081514; 205084384; 206008785; 206067186; 206067187; 2007046994; 2007052855; 2007052856; 2007052857; 2007052858; and 2008032442 (collectively, the "Original Declaration").

B. On or about June 18, 2012, the Original Declaration was terminated pursuant to that certain Termination of Declaration of Condominium Ownership of West Hamilton Crossing recorded with the Allen County, Indiana Recorder's Office as Document Number 2012033018 (the "Termination").

C. The Original Developer, as of the date hereof, does not own or have any interest in the Property (as such term is defined in the Original Declaration), having been succeeded, through a series of conveyances of the Original Developer's interest in the Property, by Lancia-Thomas, LLC.

D. Lancia-Thomas, LLC, together with the ASSOCIATION and one hundred percent (100%) of the Owners of Lots within the Subdivision desire to provide for the preservation and enhancement of the property values, amenities, and opportunities in the Properties (as defined herein) and for the maintenance of the Properties and the improvements thereon, and to this end

AUDITOR OF ALLEN COUNTY
Duly sworn and qualified, August
to first day of August, 2012.

JUN 15 2012

114483

Jana K. [Signature]
AUDITOR OF ALLEN COUNTY



Barrett Box - JEC

desire to subject the Properties to the covenants, restrictions, easements, charges and liens hereinafter set forth, each of which is for the benefit of the Lots (as defined herein) and lands and the Properties and the future owners thereof.

NOW, THEREFORE, it is hereby acknowledged and agreed that all of the Lots and lands and the Properties, as they are held and shall be held, conveyed, hypothecated, or encumbered, used, occupied, and improved, are subject to the following restrictions, all of which are declared to be in furtherance of a plan for the improvement and sale of Lots, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Properties as a whole and of each of the Dwelling Units (as defined herein), Lots, and lands situated there.

PREFACE

West Hamilton Crossing comprises a tract of real estate which is subdivided into approximately sixty (60) residential lots numbered sequentially from 1 through 60, all of which are to be included in and known as West Hamilton Crossing and all of which shall have the dimensions and be numbered according to the Plat (as herein defined). Each owner of a Lot within West Hamilton Crossing shall become a member of the community association known as the West Hamilton Crossing Owners Association, Inc. All actions of the Association and its owners prior to the date of recording these Restrictions are hereby ratified and affirmed.

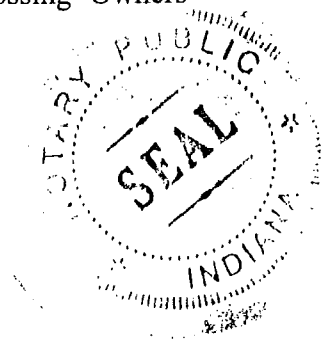
ARTICLE I

Definitions

Section 1. "Appropriate Zoning Authority" shall mean, with respect to any action regarding the administration of the zoning ordinance applicable to the Lots, the appropriate administrator or agency with authority to administer the zoning laws of which are deemed to have jurisdiction over the Lots, or where such administrator or agency lacks the capacity to take the action or fails to take such action, the governmental official or body, administrative or judicial, in which authority is vested under applicable law to hear appeals from or review of such action or inaction or has the capacity to administer such zoning ordinance, and such term shall apply to the legal successors in interest to such administrator, agency, or bodies.

Section 2. "Architectural Control Committee" shall mean the body designated herein to review plans and to grant or withhold certain approvals in connection with improvements and developments. The Committee shall be composed of three (3) members initially appointed by the Developer, with at least one (1) member being an Owner that owns a Dwelling upon a Lot as his or her primary residence. Any vacancies from time to time shall be filled pursuant to the terms of these Restrictions or the Bylaws of West Hamilton Crossing Owners Association, Inc.

Section 3. "Association" shall mean and refer to West Hamilton Crossing Owners Association, Inc., its successors and assigns.



Section 4. "Bylaws" shall mean the Bylaws initially adopted by the Association and all amendments and additions thereto.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners in the Subdivision, including detention basins, ponds, and the clubhouse and related facilities shown on the Plat of said Subdivision, and as may be added in accordance with Article II, Section 3 of these Restrictions.

Section 6. "Developer" shall mean Lancia-Thomas, LLC, an Indiana limited liability company, its assigns, successors, or successors in interest, and any person, firm, or corporation, designated by it or its said successor or successor in interest.

Section 7. "Dwelling Unit" shall mean and refer to the structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.

Section 8. "Limited Common Areas" shall mean and refer to those portions of the Common Areas located on or adjacent to the Multi-Family Parcels which are limited in their use and enjoyment to fewer than all of the Owners, including (i) interior common walls between Dwelling Units located on the Multi-Family Parcels, except for the outermost surfaces of the plasterboard of said walls; (ii) items deemed to be Limited Common Areas for the purposes of maintenance; (iii) driveways and sidewalks leading to and from individual Dwelling Units located on the Multi-Family Parcels; (iv) central water and sanitary sewer mains serving the Dwelling Units located on the Multi-Family Parcels; (v) pipes, ducts, electrical wiring and conduits and public utility lines serving the Dwelling Units on the Multi-Family Parcels; (vi) lawns and landscaping located on or adjacent to the Multi-Family Parcels; and (vii) Blocks C, D, E, F, G, H, and I depicted on the Plat.

Section 9. "Lot" shall mean any of said Lots in West Hamilton Crossing, as platted or any tract of land as conveyed originally or by subsequent Owners, which may consist of one or more Lots or parts of one or more Lots, upon which a dwelling may be erected in accordance with the Restrictions hereinafter set forth. PROVIDED, HOWEVER, that with the exception of the Multi-Family Parcels, no tract of land consisting of part of any one Lot or parts of more than one Lot shall be considered a "Lot" unless said tract of land has a minimum of forty-five (45) feet width at the established building line as shown on the Plat.

Section 10. "Multi-Family Parcels" shall mean that portion of the Real Estate developed for multi-family residential and related uses, including Lots 34 through 60.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Plat, including contract sellers, excluding those having such interest merely as security for the performance of an obligation.



Section 12. "Plan Commission" shall mean the Allen County Plan Commission or any successor agency thereto with zoning jurisdiction over the Real Estate.

Section 13. "Plat" shall mean the recorded secondary plat of West Hamilton Crossing.

Section 14. "Property" or "Properties" shall mean and refer collectively to each section of the West Hamilton Crossing development as it may be changed from time to time.

Section 15. "Real Estate" shall mean the property described on the face of the Plat of West Hamilton Crossing, as recorded.

Section 16. "Restrictions" shall mean and refer to the Dedication, Protective Restrictions, Covenants, Limitations, Easements, and Approvals of West Hamilton Crossing, as amended from time to time.

Section 17. "Subdivision" shall mean West Hamilton Crossing and all its various sections, a Subdivision located in Aboite Township, Allen County, Indiana.

Section 18. "West Hamilton Crossing" shall mean and refer collectively to each section of the West Hamilton Crossing development, as it may be changed from time to time.

ARTICLE II

Declaration

The Association, together with the Developer and the Owners of all Lots within the Subdivision hereby expressly declare that the Real Estate shall be held, transferred, and occupied subject to the Restrictions.

ARTICLE III

Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area:
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any Assessment against said Owner's Lot remains unpaid; and for a period not to exceed ninety (90) days for any infraction by said Owner, or the Owner's family, tenants,



contract purchasers for invitees of its published rules and regulations after a hearing by the Board of Directors of the Association;

- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members of the Association agreeing to such dedication or transfer has been recorded.
- (d) the right of the Association to charge a fine, said set amount to be determined by the Board of Directors of the Association, for any violation of these protective restrictions and covenants and/or any violation of the published rules and regulations.

Section 2. Effect of Nonpayment of Fines: Remedies of the ASSOCIATION. If any Owner shall fail, refuse, or neglect to make any payment of any fine when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid fine to be due and payable, with interest as aforesaid, and file a Written Notice of Lien against the Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, and be enforced in the same manner as, a mortgage lien under Indiana law, and shall include attorney's fees, title expenses, interest, and any costs of collection. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, or may do both. In any successful action, the Association shall be entitled to recover all of its costs and expenses. No Owner may waive or otherwise escape liability for the fines provided for herein by non-use of the Common Area, facilities, or abandonment of the Owner's Lot.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, said Owner's right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 4. Easement to Association. There is hereby established a non-exclusive easement in favor of the Association for the maintenance of the Limited Common Areas located on the Multi-Family Parcels. Said easement shall permit the Association or its agents to enter into any Dwelling Unit located on the Multi-Family Parcels to make emergency repairs, to do other work reasonably necessary for the proper maintenance or operation of the Subdivision, and for the purpose of reconstruction and restoration in the event of a casualty.

Section 5. Encroachment Easements. With respect to a Dwelling Units located on a Multi-Family Parcel, if any portion of the Limited Common Areas encroach on any Dwelling Unit or any Dwelling Unit encroaches upon the Limited Common Areas or another Dwelling Unit as a result of construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, an easement is hereby established and deemed to exist and run to and in favor of the Association or to the owner of the encroaching Dwelling Unit or



improvement for the encroachment and for the maintenance thereof so long as said encroachment exists. Notwithstanding anything hereinabove or hereinafter set forth, each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines, and other common facilities located in any of the other Dwelling Units and serving his or her Dwelling Unit

Section 6. Party Walls. All dividing walls which straddle any boundary line between Lots and which stand partly upon one Lot and partly upon another Lot and all walls which serve two or more Dwelling Units shall at all times be considered party walls and each of the Owners of Lots upon which any such party wall shall stand shall have the right to use such party wall below and above the surface of the ground and along the whole length of any part of the length thereof for the support of said Dwelling Unit and for the support of any building or structures constructed to replace in or on said wall any pipes, ducts, or conduits originally located thereon, subject to the restrictions herein contained, to wit:

- (a) No Owner shall have the right to extend said party wall in any manner, either in length, height, or thickness.
- (b) In the event of damage or destruction by fire or other casualty of any party wall, including the foundation thereof, the Owner of any Dwelling Unit which abuts on such party wall shall have the right to repair or reconstruct such wall and the Owner of such Dwelling Unit which abuts such party wall shall pay his or her prorata portion of the cost of such repair or reconstruction. All such repair or reconstruction shall be done within a reasonable time and in a good and workmanlike manner, with materials comparable to those used in the original wall, and shall conform in all respects to the laws or ordinance regulating the construction of buildings enforced at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be reconstructed, it shall be erected in the same location and on the same line and be of the same size as the original wall.
- (c) The foregoing provision notwithstanding, the Owner of any Dwelling Unit shall retain the right to receive a larger contribution from another or others under these restrictions and/or any rule of law regarding liability for negligent or willful acts or omissions.
- (d) In the event of damage or destruction by fire or other casualty of any Dwelling Unit or any portion thereof, the Owner of any such Dwelling Unit shall, within a reasonable time after such damage or destruction, repair or reconstruct the same in a good and workmanlike manner with materials comparable to those used in the original structure and in strict conformity with all laws or ordinance regulating the construction and buildings enforced at the time of such repair or reconstruction. The exterior of the building, when rebuilt, shall be substantially similar to and of architectural design in conformity with the exterior of the buildings which remain standing.



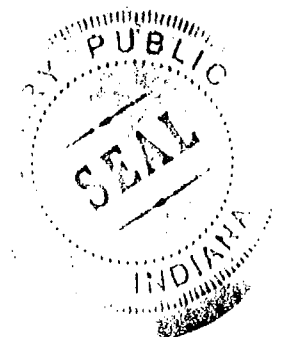
ARTICLE IV

Architectural Control

No building, improvement, construction, excavation, fence, wall, drain tile, swimming pool or spa, basketball hoop, swing set, play equipment, storm shelter, or other structure, intended either for ornamentation, leisure, recreation, or fitness shall be commenced, erected, altered, or maintained upon any Lot, nor shall any exterior addition to or change or alteration of any Dwelling Unit be made until two (2) sets of plot plans, and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to (1) harmony of external design and location in relation to surrounding structures and topography, and (2) the standards and guidelines established by the Architectural Control Committee from time to time. The Committee's approval or disapproval as required in these Restrictions shall be in writing. No structure of any kind which does not comply fully with such approved plans shall be constructed, placed or maintained on any Lot and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent.

Neither the Developer, the Architectural Control Committee, the Association, nor any member, officer or director thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Architectural Control Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Committee, the Association, or the Developer to recover any damages or to require the Committee or the Developer to take or refrain from taking, any action whatsoever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete sets of plans to the Developer's office for review by the Architectural Control Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent Lot Owner may claim any reliance upon the submission and or approval of any such plans or the buildings or structures described therein.

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. In the event said Board, or the Architectural Control Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed satisfied, unless, within said thirty (30) days, the Committee notifies the Owner that conditions must be met or additional information be provided as a condition to the Committee's approval of the plans and specifications.



Notwithstanding anything to the contrary in these Restrictions, and except for any violation of the provisions of Article VI, Section 2, should any Dwelling Unit upon any Lot not conform with any requirements of these Restrictions, such non-conformity shall be grandfathered and permitted subject to the Owner filing a notice of non-conformity with the Association and the Developer within ninety (90) days of the recordation of these Restrictions and further subject to the Owner's agreement to remove the non-conformity in the event of any addition or exterior modification to said Dwelling or any driveway improvements upon the Lot.

ARTICLE V

West Hamilton Crossing Community Association, Inc.

Section 1. Organization. There has been organized in connection with the development of West Hamilton Crossing, and its various sections, an incorporated not-for-profit Association known as West Hamilton Crossing Owners Association, Inc., ("Association").

Section 2. Membership and Voting Rights. Every Owner of a Lot located in West Hamilton Crossing, shall be a member of the Association, together with all other Lot Owners in the Subdivision. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

Section 3. Classes of Membership. The Association will have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, together with all other lot owners in the Subdivision exclusive of the Developer. Owners shall be entitled to one (1) vote for each Lot owned.

Class B. Class B member(s) shall be the Developer, and shall be entitled to six (6) votes for each Lot owned in the Subdivision. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when title to all Lots of the Subdivision has been conveyed and are no longer owned by the Developer; or
- (b) on December 31, 2016

Section 4. Membership Transfer. Membership in the Association will transfer from the Developer or its successor in interest to the Owner upon delivery of the Deed to Owner's Lot.

Section 5. Continuing Memberships. The Owner of any Lot shall continue to be a member of the Association so long as such Owner continues to be the Owner of a Lot for the purpose herein mentioned. Membership shall pass with the transfer of title to the Lot.



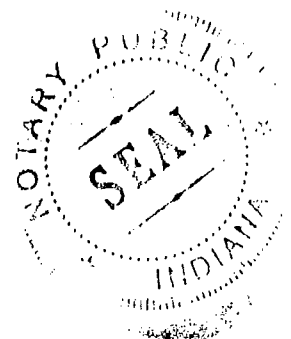
Section 6. Transfer of Membership Rights and Privileges in the Association. Each Owner who is in good standing and current in payment of all dues owing the Association shall be a member of the Association and have the right to the Owner's vote and privileges. Membership. Such right may not be assigned by an Owner to a lessee of Owner. Any lessee or tenant of any Dwelling Unit or Lot shall be responsible for all terms and provisions of this Declaration, with no relief or termination of such responsibility to the Owner as well and shall have no defense, as to the Association, in the event of the Owner's failure to comply with the terms and provisions hereof.

Section 7. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Developer, by acceptance of a deed therefor, 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; (2) special Assessments; (3) club Assessment (if applicable); and (4) tax recoupment Assessment. Such Assessments shall be established and collected as hereinafter provided. The annual, special, club, and tax recoupment Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 8. Purpose of Annual Assessments. The annual Assessments levied by the Association shall be used exclusively to promote the recreation, health, and welfare of the owners in all sections of West Hamilton Crossing, including, but not limited to, the improvement and maintenance of the Common Area, maintenance of street lighting, maintenance of any irrigation system situated in the Common Area, storm water detention basins, outlet pipes and water level control structures, removal of snow from the streets, maintenance of streets, including curbs and public sidewalks, purchase of irrigation water for Common Areas, mailbox maintenance, taxes, accounting and professional fees, and any additional maintenance of any and all Properties owned by the Association.

Section 9. Maximum Annual Assessment. Until the first day of the Association's fiscal year in the year immediately following the recording date of these Restrictions, the maximum annual Assessment by the Association shall be Two Hundred Fifty Dollars (\$250.00) per Lot.

- (a) From and after the first day of the Association's fiscal year in the year immediately following the recording date of these Restrictions, the maximum annual Assessment may not be increased each year more than five percent (5%) above the maximum annual Assessment for the prior year, without the vote or written assent of no less than fifty-one percent (51%) of the Owners, together with the consent of the Developer if the Developer is a Class B member of the Association.



- (b) The Board of Directors of the Association may fix the annual Assessment at an amount not in excess of the maximum without the vote or written assent of no less than fifty-one percent (51%) of the Owners, together with the consent of the Developer if the Developer is a Class B member of the Association.

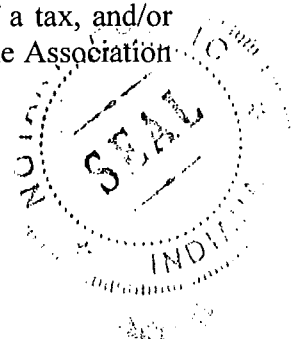
Section 10. Special Assessments. In addition to the annual Assessment authorized above, the Association may levy, in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, (1) the cost of any construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; (2) any budget shortfall; or (3) emergency need of the Association, provided that any such Assessment shall have the vote or written assent of no less than fifty-one percent (51%) of the Owners, together with consent of the Developer if the Developer is a Class B member of the Association..

Section 11. Notice and Quorum for Any Action Authorized Under Section 9 and 10. Any action authorized under Sections 9 and 10 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (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 fifty-one percent (51%) of the Class A members, together with the consent of the Developer, Class A members who were not present in person or by proxy may give their assent in writing, providing the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting.

Section 12. Uniform Rate of Assessment. Both annual and special Assessments for the Association must be fixed at a uniform rate for all Lots and may be collected on a monthly or yearly basis as the Board of Directors may determine from time to time.

Section 13. Date of Commencement of Annual Assessments: Due Date. The annual Assessment provided for herein shall commence as to all Lots (excepting Lots owned by the Developer) on the first day of the applicable fiscal year. The Board of Directors of the Association shall fix the amount of the annual Assessment against each Lot for each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid.

Section 14. Tax Recoupment Assessments. In addition to all other Assessments provided for in this Article, the Association may levy in any Assessment year, an Assessment ("Tax Recoupment Assessment") applicable to that year only for the purpose of defraying, in whole or in part, any cost or expense incurred by the Association in the form of a tax, and/or penalty, and/or interest on a tax imposed upon, assumed by, or assessed against the Association.



or its properties, and arising out of or in any way related to the acceptance of title to, the ownership of, and/or operation or maintenance of any plant or equipment (including utility lines, lift stations and other property) for the transmission, delivery or furnishing of water, or for the collection, transmission and disposal of liquid and solid waste and sewage, and/or the ownership of any real estate or easements or other rights with respect to real estate owned and/or possessed in connection with such plant or equipment.

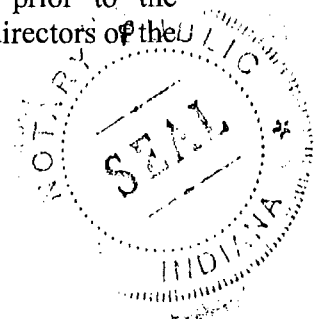
Section 15. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment (annual, special, or tax recoupment) not paid within thirty (30) days after the due date shall bear interest from the due date at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse, or neglect to make any payment of any Assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid Assessments to be due and payable, with interest as aforesaid, and file a Written Notice of Lien against the Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, and be enforced in the same manner as, a mortgage lien under Indiana law, and shall include attorney's fees, title expenses, interest, and any costs of collection. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, or may do both. In any successful action, the Association shall be entitled to recover all of its costs and expenses. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area, facilities, or abandonment of the Owner's Lot.

ARTICLE VI

General Provisions

Section 1. Residential Purposes. No Lot shall be used except for residential purposes. No dwelling shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) detached residential dwelling unit not to exceed two and one-half (2 ½) stories in height. Each dwelling shall include an attached two-car garage, and basements may be constructed as a part of the dwelling.

Section 2. Home Occupations. No Dwelling Unit shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows, may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family residing in said Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that indicates from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a Dwelling Unit; (b) no commodity is physically sold upon the Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit; (d) all applicable local permits for such use are obtained prior to the commencement of such use; (e) prior written approval is obtained by the board of directors of the



Association for such use and (f) no mechanical or electrical equipment is used; provided in no event shall a small barber shop, assisted living business, styling salon, beauty parlor, tea room, licensed child care center or other licensed or regulated baby-sitting service, animal hospital, or any form of animal care or treatment such as dog trimming be construed as a home occupation and shall be prohibited.

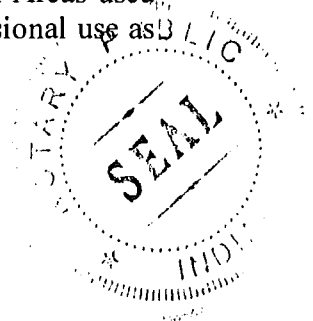
Section 3. Building Sizes. No Dwelling Unit shall be built on any Lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeways, basements, or garages of less than 1,100 square feet for a one-story residence, or less than 750 square feet on the ground floor of a residence that has more than one story. Residences built prior to this Restatement, to the extent not in compliance, are exempt.

Section 4. Building Setback. With the exception of Dwelling Units located on the Multi-Family Parcels, no Dwelling Unit or any improvements or structures shall be located on any Lot nearer to the front Lot line or nearer to the side street line or the rear property line than the minimum building setback lines shown on the recorded plat. In any event, with the exception of Dwelling Units located on the Multi-Family Parcels, no Dwelling Unit shall be located nearer than a distance of five (5) feet to a side Lot line and no nearer than twenty-five (25) feet for a rear lot line.

Section 5. Minimum Lot Size. With the exception of Dwelling Units located on the Multi-Family Parcels, no Dwelling Unit shall be erected or placed on any Lot having a width less than forty-five (45) feet at the minimum building setback line, nor shall any Dwelling Unit be erected or placed on any Lot having an area of less than 6,250 square feet.

Section 6. Utility and Drainage Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. No Owner of any Lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical, telephone, or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. All easements for public and municipal utilities and sewers as dedicated on the face of the Plat 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 replace their utility or sewage facilities. The removal of any such obstructions by utilities or sewage treatment works shall in no way obligate them in damages or to restore the obstruction to its original form. Electrical service entrance facilities installed for any house or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes.

Section 7. Surface Drainage. Surface Drainage Easements and Common Areas used for drainage purposes as shown on the Plat are intended for either periodic or occasional use as



conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easement shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain, or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

Section 8. Maintenance of Lots and Dwelling Units. No Lot or Dwelling Unit shall be permitted to become overgrown, unsightly, or to fall into disrepair.

- (a) Maintenance by Owners: Dwelling Units shall at all times be kept in good condition and repair, in like-new condition (normal wear and tear excepted) and adequately painted or otherwise finished in accordance with specifications established by the Association. Exterior trim, doors, windows, lintels, and any other exterior materials on the Dwelling Unit shall not have faded, peeling, cracking, or blistering paint, stain, or any other type of finish. Any rust on the Dwelling Unit's exterior must be promptly and properly repaired. Each Owner shall repair any defect occurring in his or her Dwelling Unit which, if not repaired, might adversely affect any other Dwelling Unit or Common Area.
- (b) Landscaping: All shrubs, trees, grass, and plantings of every kind shall be kept well maintained, properly cultivated, and free of trash, weeds, and any other unsightly material. All grass shall be trimmed or edged at curbside on a regular basis. All Owners shall landscape, or cause to be landscaped, their Lot upon which a Dwelling exists, at a minimum, in a manner so as to remain consistent with the aesthetic integrity of the landscaping contained on the Lots, as defined by the Developer. 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 maintenance requirements shall apply to the Developer and the Association as to any Common Area or Lot owned by the Developer or the Association.
- (c) Limited Common Areas. Notwithstanding anything contained herein to the contrary, all maintenance of the roofs, lawns, driveways, and sidewalks located within the Limited Common Areas shall be furnished by the Association and shall be chargeable by the Association to all Dwelling Units located on the Multi-Family Parcels or fewer than all Dwelling Units located on the Multi-Family Parcels as the Restrictions, the Bylaws, and the rules and regulations of the Association shall provide. Each Owner of a Dwelling Unit located on a Multi-Family Parcel shall have the right to install and maintain, at such Owner's sole cost and expense, shrubs, plants, and other ornamental plantings within ten (10) feet of the perimeter of such Owner's Dwelling Unit.



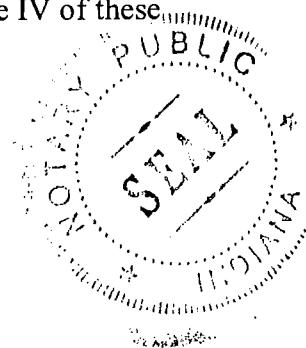
Section 9. Effect of Improper Maintenance: Remedies of Association. Each Owner, for himself and his successors and assigns, hereby grants to the Association, jointly and severally, the right to make any necessary alteration, repairs, or maintenance approved by the Architectural Control Committee to carry out the intent of this provision and further agrees to reimburse the Association for any expenses actually incurred in carrying out the foregoing. The Association may assess and collect such reimbursement in the same manner as it assesses and collects yearly Assessments pursuant to Article V, above, and such amounts shall become a lien upon the Lot and be subject to the same collection rights and remedies granted to the Association in Article V.

Section 10. Nuisances. No noxious or offensive activity (in the sole opinion of the Board of Directors of the Association) shall be carried out upon any Lot or Common Area within the Subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of a Lot other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of a Lot by the occupants thereof, and no speakers, horns, whistles, bells, or other sound devices shall be located, used, or placed on a Lot which are audible from the street or any other Lot, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

Section 11. Temporary Structures and Storage. Except as may be permitted pursuant to Section 43 of this Article VI, no structure of a temporary character, trailer, truck, commercial vehicle, recreational vehicle (RV), camper shell, all terrain vehicle (ATV), camper or camper trailer, detached basement, tent, shack, detached garage, barn or other outbuilding, shall be used or located on any Lot, or adjacent to any Lot, public street or right-of-way with the Subdivision at any time, or used as a residence either temporarily or permanently.

Section 12. Signs. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than five (5) square feet, advertising such Lot for sale by the Developer or Owner, as the case may be, and such sign warning of the presence of an in home security system or electric fence for animals.

Section 13. Radio and Television Antennae. No radio or television antennae shall be attached to the exterior of any Dwelling Unit. No free-standing radio or television antennae shall be permitted on any Lot. No television receiving dish or any other type of dish that exceeds two (2) feet in diameter shall be permitted on any Lot or on any Dwelling Unit. No solar panels attached or detached shall be permitted. Any dish complying with the aforementioned dimensions must not be visible from the street and must be discreetly installed in the rear of the Dwelling Unit. If necessary, landscaping and/or other means of buffering the dish from view may be required. Any application must receive approval from the Architectural Control Committee prior to installation, per the stipulations and guidelines set forth in Article IV of these Restrictions.



Section 14. Drilling, Refining, Quarrying, and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 15. Animals. Pets and animals shall be permitted as provided in this section:

- (a) Animal and pets shall be restricted to cats, dogs, fish, domestic birds, hamsters, gerbils, turtles, guinea pigs, and rabbits. No other animals shall be allowed or suffered in the Subdivision. All pets must be housed inside pet owner's home.
- (b) All dogs and cats must be inoculated against rabies by a duly qualified and licensed veterinarian and shall also be inoculated in like manner in such cases of emergency whenever ordered by the Board of Health of the State of Indiana.
- (c) When outside of the Dwelling Unit, all dogs and cats must be accompanied by an attendant who shall have such dog/cat firmly held by collar and leash. No cats or dogs shall be permitted to run at large outside the Dwelling Unit unless the Lot in which the animal is permitted to run has an active and operational electric fence sufficient to prevent the animal from leaving the Lot. Further, this shall not prohibit a cat or dog from being maintained without a leash or other restraint within any enclosed privacy area of the Dwelling Unit in which the dog or cat resides and/or is maintained.
- (d) The owner/custodian of the animal or pet shall remove his or her animal or pet from the Subdivision when such animal or pet emits excessive noise such that same may be heard outside the Dwelling Unit.
- (e) The pet/animal owner and the Unit Owner of the Unit involved shall be strictly liable for damage caused to the Properties by the pet/animal and shall remove all animal waste from said Properties.
- (f) Any pet/animal owner's right to have a pet/animal reside in or visit the Subdivision shall have such right revoked if the pet/animal shall create a nuisance or shall become a nuisance as may be determined by the Board of Directors of the Association.
- (g) With the exception of bird feeders for small birds, no feeding of any wildlife, especially geese, is allowed.



Section 16 Building Materials. All Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. All house fronts shall include some natural materials, except soffits, and all other sides shall be of natural materials, vinyl or wood grain siding. No roll siding, asbestos siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any Dwelling Unit or other permitted structure on any Lots of said Subdivision. No roll roofing of any description or character shall be used on the roof of any Dwelling Unit or other permitted structure on any of said Lots. All exterior materials and colors must receive approval from the Architectural Control Committee as set forth in Article IV of these Restrictions.

Section 17. Driveways. All driveways from the street to the garage shall be poured concrete, masonry or asphalt and not less than twelve (12) feet in width for any driveway located on a Multi-Family Parcel and not less than sixteen (16) feet for all other Lots.

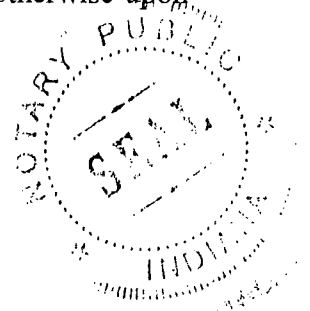
Section 18. Common Driveways; Maintenance Escrow.

(a) Definitions.

1. "Common Driveways" shall mean and refer to the driveways which provide ingress and egress to the Dwelling Units located on the Multi-Family Parcels or adjoining Lots as depicted on the Plat.
2. "Affected Units" shall mean and refer to the Dwelling Units encumbered by and/or served by a Common Driveway.

(b) Restrictions.

1. Common Driveways shall be used exclusively for the purpose of providing ingress and egress to and from Dwelling Units located on the Multi-Family Parcels. Use of the Common Driveways shall be limited to the Owners of the Dwelling Unit encumbered by and/or served by a Common Driveway and such Owners' tenants, guests, family members, and invitees.
2. No act shall be performed by any Owner or his tenants, guests, invitees, or agents which would in any manner affect or jeopardize the free and continuous use and enjoyment of any other Owner in or to the Common Driveway or an Affected Unit.
3. There shall be no parking within the Common Driveways at any time except for delivery or emergency vehicles, unless the Association, by appropriate resolution, determines otherwise upon petition of an Owner of an Affected Unit.

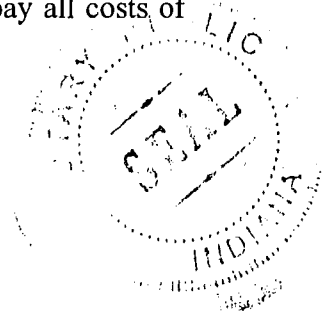


(c) Damage or Destruction. In the event that any Common Driveway is damaged or destroyed (including by deterioration by ordinary wear and tear and lapse of time) then the following provisions shall apply:

1. If the damage or destruction is caused by the act of an Owner or any of his or her agents, guests, or family members, whether or not such act is negligent or otherwise culpable, it shall be the obligation of such Owner to rebuild and repair the Common Driveway without cost to the other Owners of Affected Units for that driveway.
2. If such damage or destruction is caused other than by the act of an Owner or his or her agents, guests, or family members, including deterioration resulting from ordinary wear and tear and/or the passage of time, it shall be the obligation of all Owners of Affected Units for that Common Driveway to rebuild and repair such Common Driveway at their joint and equal expense.

(d) Maintenance Escrow.

1. For the purpose of meeting the costs of rebuilding and repairing a Common Driveway, and for the purpose of providing snow removal and lawn maintenance of the Multi-Family Parcels, each Affected Unit shall be subject to a maximum annual charge in the amount of no more than Two Hundred and No/100 Dollars (\$200.00), which maximum annual charge may be raised by five percent (5%) each fiscal year by the Association.
2. The failure of any Owner to pay the annual charge as provided herein within thirty (30) days after the start of each fiscal year or within thirty (30) days after receiving written notice of such charge from the Association may be enforced in the same manner as and pursuant to the provisions of Article V regarding the remedies of the Association upon the non-payment of assessments.
3. The Association shall hold the annual charge in escrow and shall maintain a separate accounting for the escrowed funds for each Common Driveway, snow removal of same and lawn maintenance of the Multi-Family Parcels.
4. The escrowed funds will be disbursed at the request of a majority of the Owners of the Affected Units served by a Common Driveway. If escrowed funds are not adequate to pay all costs of



rebuilding and repair, all affected Owners shall equally pay the excess costs.

5. If the Owners of Affected Units do not perform all necessary rebuilding and repairs of any Common Driveway, the Association may do so as their agent, using the funds escrowed for that Common Driveway and may levy special assessments against the Affected Units as may be needed to cover the costs of such work. The Association shall be responsible for providing for snow removal of the Common Driveways and for lawn maintenance of the Multi-Family Parcels in a manner consistent with the snow removal of the Association streets and lawn maintenance of the Common Areas.

Section 19. Geothermal Systems.

- (a) An Owner whose Lot is immediately adjacent to Common Area containing a retention or detention pond shall have the right to install and maintain the following described types of geothermal heating and cooling systems ("Systems") to service the Dwelling Unit located on the Lot, and the right to use the Association's property described below:

1. A System with a closed loop heat exchanger designed to use retention or detention ponds located in Common Areas adjacent to such Lot.
2. A System which uses and discharges well water from the System into retention or detention ponds located in Common Areas adjacent to such Lot.
3. A system with a closed loop heat exchanger and buried on the Owner's Lot.

- (b) Any Systems so installed must:

1. Satisfy regulations of the Indiana Department of Natural Resources, and all applicable federal, state, and local laws, ordinances, and regulations.
2. Satisfy reasonable requirements of the Allen County Surveyor or other applicable governmental agency regarding surface water drainage and erosion control and obtain written approval from the Association.



3. Be installed according to approved guidelines and by technicians certified by the International Ground Source Heat Pump Association (IGSHPA).
 4. Be approved by the Architectural Control Committee.
- (c) Any Owner using Common Area owned by the Association for the purpose described in this Section 20 agrees to be responsible for and shall indemnify and hold the Association harmless from and against all claims, losses, damages, and judgments (including reasonable attorney's fees and litigation expenses) caused by, or resulting from, the Owner's use of Association Property in connection with the Systems.

Section 20. Use of Public Easements. In addition to the utility easements herein described, the easements in the streets, as shown on the Plat, are hereby reserved and granted to the Developer, the Association, and any public or quasi-public utility company engaged in supplying one or more of the utility services contemplated in Sections 6 and 7 or this Section 20 of Article VI, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain, and remove all and every type of gas main, water main, and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 21. Sanitary Sewer Restrictions. No rain and storm water runoff or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above-mentioned Storm Water and Surface Water Runoff Sewer System.

Section 22. Improvements. Before any Dwelling Unit on any Lot in this Subdivision shall be used and occupied as a dwelling or otherwise, the Developer or any subsequent Owner of such Lot shall install improvements serving such Lot as provided in the plans and specifications for such improvements filed with the appropriate governmental authorities, together with any amendments or additions thereto which said governmental authorities may authorize or require. This covenant shall run with the land and be enforceable by any governmental authority having jurisdiction over the Subdivision, by the Association, or by any aggrieved Lot Owner in this Subdivision.

Section 23. Permits and Certificates. Before any Dwelling Unit located on any Lot may be used or occupied, such user or occupier shall first obtain from the Allen County Zoning Administrator an Improvement Location Permit and a Certificate of Occupancy as required by the Allen County Zoning Ordinance.



Section 24. Pools and Hot Tubs. No above ground pool greater than six (6) feet in diameter or eighteen (18) inches in height shall be placed or maintained on any Lot. No in ground swimming pool, hot tub, or spa may be placed or maintained on any Lot unless it meets the requirements of the Allen County Zoning Ordinance and without the prior written approval of the Architectural Control Committee in accordance with Article IV. Pools and spas must meet the requirements of the Allen County Zoning Ordinance as to required fencing.

Section 25. Tennis, Basketball, and other Recreational or Leisure Facilities/Courts. No tennis court, basketball court, basketball goals of any type, or any other leisure or recreation facility shall be placed or maintained on any Lot without the prior written approval of the Architectural Control Committee in accordance with Article IV.

Section 26. Swing Sets and Play Equipment. Neither swing sets nor play equipment will be permitted on any Lot without prior written approval from the Architectural Control Committee in accordance with Article IV. Only high-quality, durable, and attractive units as defined by the Association will be considered for approval. Absolutely no units constructed primarily of metal will be allowed, and no swing set or play equipment greater than twelve (12) feet in height shall be placed or maintained on any Lot. Units must be maintained in like-new condition and cannot be placed until location has been approved by the Architectural Control Committee. Location chosen must minimize any detrimental effect to a neighbor's view of ponds, wooded or landscaped areas.

Section 27. Fencing. All proposed fencing must be submitted to and approved by the Architectural Control Committee in accordance with Article IV herein and such proposed fencing must be in compliance with all the Appropriate Zoning Authority. The fence shall be constructed of durable and attractive materials as defined by the Association and shall not exceed six (6) feet in height. No fences are allowed in the front yard except for special decorative purposes. Absolutely no chain link or wire fences will be allowed.

Section 28 Storage Areas; Storm Shelters.

- (a) Garbage and refuse shall be placed in containers, which shall be concealed and contained within the Dwelling Unit. Firewood must be placed adjacent to the Dwelling Unit behind a visual barrier screening this area so that it is not visible from neighboring streets or homes. Both the visual barrier and the area to be used must receive approval from the Architectural Control Committee.
- (b) No structure intended for the temporary sheltering of persons during periods of adverse weather conditions (herein referred to as a "Storm Shelter") shall be constructed upon any Lot without the prior written approval of the Architectural Control Committee as set forth in Article IV of this Restatement and unless the Storm Shelter otherwise complies with the terms and conditions herein contained. Without limiting the foregoing, the following provisions shall apply to the construction of a Storm Shelter:



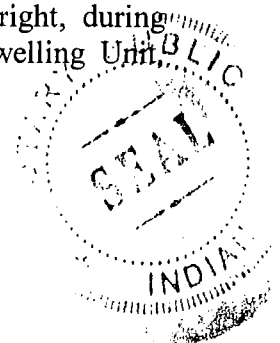
- i. The Storm Shelter shall be sized to accommodate no more than six (6) individuals;
- ii. The Storm Shelter shall comply with all building setback requirements imposed by this Restatement and the Appropriate Zoning Authority;
- iii. The Storm Shelter must be constructed in a substantial and good workmanlike manner and of new materials, the exterior of which shall be of natural materials, vinyl, or wood grain siding compatible with the remainder of the Owner's Dwelling Unit and in accordance with Article VI, Section 16 of this Restatement. All exterior materials and colors shall receive approval from the Architectural Control Committee as set forth in Article IV of this Restatement; and
- iv. The Storm Shelter shall be conspicuously located on an Owner's Lot and shall not be visible from neighboring streets.

Section 29. Time for Building Completion and Restoration. Every Dwelling Unit on any Lot shall be completed within twelve (12) months after the beginning of such construction. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

Section 30. Single Owner Contiguous Lots. Whenever two (2) or more contiguous Lots shall be owned by the same person, and such Owner shall desire to use two (2) or more of said Lots as a site for a single Dwelling Unit, said Owner shall apply in writing to the Architectural Control Committee or Board of Directors of the Association for permission to so use said Lots. If permission for such use shall be granted, the Lots constituting the site for such single Dwelling Unit shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with one single Dwelling Unit. Notwithstanding the foregoing, each of the Lots constituting the site for such single Dwelling Unit shall remain as individual Lots for purposes of all Assessments permitted by the terms of these Restrictions. As such, the Owner will be assessed for each Lot used as a site for a single Dwelling Unit.

Section 31. Enforceability. The Association, any Owner, and the Developer shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association or the Developer to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, and shall not operate to deprive an Owner from enforcing said covenant or restriction.

Section 32. Right of Entry. The Developer, the Architectural Control Committee, and the Association, acting through their respective representatives, shall have the right, during reasonable hours, to enter upon and inspect the Lot and the exterior of any Dwelling Unit,



whether prior to, during, or after the completion of, any construction, for purpose of determining whether or not the provisions of these Restrictions are being complied with and exercising all rights and powers conferred upon the Developer, the Architectural Control Committee, and the Association with respect to the enforcement or correction or remedy of any failure of the Owner to observe these Restrictions, and the Developer, the Architectural Control Committee, and the Association and such representatives shall not be deemed to have committed a trespass as a result thereof. The Owner or occupant of any Dwelling Unit located upon a Multi-Family Parcel hereby grants a right of entry to the Association and its duly authorized representatives and agents to enter into his or her unit, which right of entry may only be exercised in the event of an emergency originating from or threatening such Owner's Dwelling Unit; provided, however, that nothing contained herein shall require the Association to act on behalf of any Owner to prevent or mitigate damage resulting from such emergency.

Section 33. Partial Invalidation. Invalidation of anyone of these Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 34. Covenants, Restrictions, and Extensions. The covenants and Restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date these Restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years. These Restrictions may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, subject to Plan Commission approval.

Section 35. Subdivision of Lots. No Lot or combination of Lots may be further subdivided unless seventy-five percent (75%) of the Lot Owners, together with the Developer if a Class B member, have approved by signing an instrument of approval and until said approval has been obtained from the Allen County Plan Commission.

Section 36. Exterior Building Surfaces. All exterior building surfaces, materials, and colors shall be harmonious and compatible with colors of the natural surroundings and other Dwelling Units. The Architectural Control Committee shall have the right to approve or disapprove said building surfaces, materials, and colors at the time of construction and any time thereafter, including, but not limited to, house trim, gutters, brick and/or stone, siding, shingles, windows and window trim, lawns, shrubbery, and all other forms of landscaping and exterior trim. Following construction of a Dwelling Unit and installation and planting of the initial approved landscape materials, an Owner may modify or alter the landscaping materials, shrubs and trees within that area that constitutes a ten foot (10') perimeter around the Dwelling Unit.

Section 37. Dwelling Unit Exterior. All windows, porches, balconies, and exteriors of all Dwelling Units shall at all times be maintained in a neat and orderly manner. No clotheslines or other outside drying or airing facilities shall be permitted.



Section 38. Fires. No outdoor fires for the purpose of burning leaves, grass, or other forms of trash shall be permitted to burn upon any street, roadway, or Lot in this Subdivision. No outside incinerators shall be kept or allowed on any Lot.

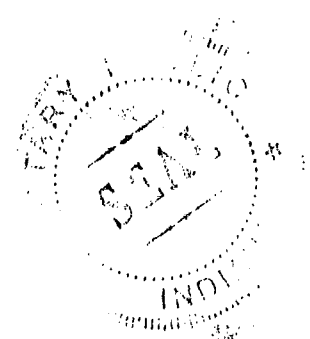
Section 39. Cost and Attorney's Fees. In the event the Association or Developer are successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, Assessment, or charge now or subsequently imposed by the provisions of these Covenants, they shall be entitled to recover from the party against whom the proceeding was brought, the attorney's fees, and related costs and expenses incurred in such proceeding.

Section 40. Flood Protection Grade. The minimum flood protection grades referenced below shall establish the minimum sill or window opening to the structure. In order to minimize potential damages from surface water, flood protection grades (FPG) are established as set forth on the attached Plat. The flood protection grades for Lots 1 and 4 shall be 835, and the flood protection grade for Lots 2, 3, and 6 shall be 828.95.

Section 41. Sidewalks. Any installation of a sidewalk in a designated Common Area shall be the responsibility of the Developer. Any installation of a sidewalk within street right-of-way or upon a Lot shall be the obligation of the Owner of any such Lot, exclusive of the Developer, and shall be completed in accordance with said plans and specifications and prior to the issuance of a Certificate of Occupancy for any such Lot. The cost of said installation shall be a lien against any such Lot enforceable by the Plan Commission. Should such Certificates of Occupancy be issued to the Developer, said individual or corporation shall be considered an Owner for the purposes of the enforcement of this covenant. Operation of motorized vehicles is not permitted on the sidewalks or pass-through easements in the Subdivision. This excludes wheelchairs or other devices employed by the disabled.

Section 42. Private Roadway. The streets within the Subdivision shall be privately owned and maintained. The streets shall be considered a private roadway subject to the rights and easements of this Article VI.

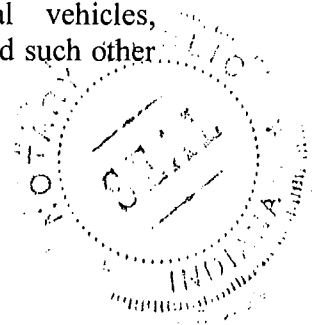
- (a) The Association shall maintain, repair, and improve the streets, in a safe and sound condition, including, but not limited to, the removal of snow and ice on the streets and the payment of all taxes and Assessments levied against said streets.
- (b) The Association shall assess the Lot Owners in the Subdivision in amounts sufficient to carry out the responsibilities set forth herein. The Board of Directors of the Association shall determine the amount of such Assessment. All Assessments under this Section shall be allocated equally and all Assessments shall be subject to the lien provisions of Article V, Section 7.



- (c) The Association shall be responsible for those other matters that are authorized by the Articles of Incorporation or Bylaws of the Association.
- (d) The maintenance and repair of the streets shall be the joint and several obligations of the Association and the Owners in the event the streets are not maintained or repaired pursuant to this Section or any applicable statute or ordinance. The Developer shall be solely responsible for the maintenance and repair of any street necessitated by the construction of any improvement upon the Property. An Owner constructing a Dwelling Unit (including the Developer) shall be solely responsible for any maintenance or repair of the streets arising from the construction of said Dwelling Unit.
- (e) The Association shall grant, dedicate, and convey to each Lot Owner in the Subdivision, their successors in interest, their invitees, and all public and quasi-public parties, including by way of illustration and not by way of limitation, fire, law enforcement, emergency, school, public utility, mail, security, and delivery vehicles, a perpetual right and easement for purposes of ingress and egress in, over, and to the streets.
- (f) The Association and each Owner in the Subdivision agree to jointly and severally indemnify and hold harmless Allen County, Indiana, the Allen County Board of Commissioners and the Allen County Plan Commission against any and all loss, damage, or liability arising from claims or suits for personal injury or property damage including any design, construction, use, or maintenance as such roadway.
- (g) The Allen County Board of Commissioners shall never be obligated to accept a public dedication, deed, or any other conveyance of the streets.
- (h) The Allen County Highway Department shall never be obligated to maintain or repair the streets, or accept them into the Allen County Highway Maintenance Program.

Section 43. Vehicles and Parking. The following Restrictions apply irrespective of whether the Properties in question lie within areas owned by or dedicated to a governmental entity:

- (a) Prohibited Vehicles or Items. The following vehicles or items are prohibited from the Subdivision and shall not be entitled to park anywhere within the Subdivision. The prohibited vehicles and items, subject to Subsection (b) below, are as follows: trucks, including pickup trucks, vans, recreation vehicles, mobile homes, motor homes, campers, buses, all terrain vehicles (ATV), off-road vehicles, commercial vehicles, limousines, mopeds, dirt bikes, motorcycles, boats, trailers and such other



comparable vehicles as identified by the board of directors of the Association, by rule, from time to time. A motor vehicle of guest or invitee of an Owner which is parked within the Subdivision in excess of seven (7) consecutive days shall be deemed to be a prohibited vehicle and subject to Subsection (b)(1) below.

(b) Exception to (a) above. The following vehicles shall not be subject to the parking restrictions contained in Subsection (a) above, and shall be entitled to park within the designated areas for parking in the Subdivision, subject to the restrictions and provisions contained in Subsection (c) through (j) below:

- 1 All vehicles mentioned in Subsection (a) next above if parked/stored in the garage of the unit with the garage door closed except when such vehicle is entering or exiting said garage. Also, a moving van shall be permitted to park outside of the garage, but only for the purpose of loading and unloading and at no time shall same park on any lot for more than two (2) consecutive days.
- 2 Any pickup truck vehicle classified as having a one-half (1/2) ton carrying capacity or less.
- 3 Vehicles, regardless of classification, necessary for the maintenance, care, or protection of the Subdivision, during regular business hours, and only for the time period during which the maintenance, care, or protection is being provided.
- 4 Service and delivery vehicles, regardless of classification, during regular business hours and only for that period of time to render the service or delivery in question.
- 5 Vehicles for disabled individuals bearing identification as such by an applicable governmental authority.
- 6 Certain vans are permitted. Subject to the above restrictions, a two (2) axle van as defined below which does not exceed the manufacturers standard length, height, and width of the particular van in a customized converted condition; used primarily for family and personal transportation and which is not a commercial vehicle as defined below; which contains at least two (2) rows of seating and windows on each side of the vehicle adjacent to at least each of the first two (2) rows of seating; and which is or would be registered in the State of Indiana as a passenger vehicle or equivalent shall be permitted to park on the Properties. The Association is permitted to make a presumption that the foregoing



criteria are met, without the receipt of specific information or the vehicle registration unless upon visual inspection of the vehicle, it is obvious that any of the criteria are not met. The owner or custodian of the vehicle shall submit to the Association, reasonable information and documentation (including title and/or registration) concerning the vehicle upon request.

7 Campers, recreational vehicles, and motorhomes for a maximum of forty-eight (48) hours to load and unload, or for a period which is not, in the aggregate, in excess of a maximum of fifteen (15) days per year.

(c) Classifications and Definitions.

1 The board of directors of the Association shall determine the classification of whether a vehicle is in fact a truck, van or other vehicle.

2 A "Commercial Vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, such as the display of work equipment to view and/or is commercially lettered or contains a commercial or business logo.

3 A "Truck" shall mean any motor vehicle classified as a truck in accordance with Subsection (c) 1 above.

4 A "Van" shall mean any motor vehicle classified as a van in accordance with Subsection (c) 1 above and which is recognized by the manufacturer to be a type of a van, and which has two (2) axles. Notwithstanding the foregoing to the contrary, a pickup truck shall not be considered to be a van by the addition of a camper top or similar covering.

(d) All motor vehicles must be (i) maintained so as to not create an eyesore in the community; (ii) be operable; and (iii) licensed unless stored within the Dwelling Unit continuously.

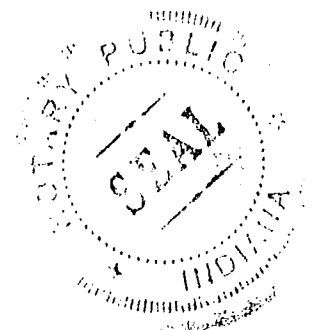
(e) The Board of Directors may make parking restrictions by adoption of rules and regulations from time to time.

(f) Racing engines and loud exhausts (as defined by the Board of Directors) are explicitly prohibited.

(g) The following restrictions also apply:



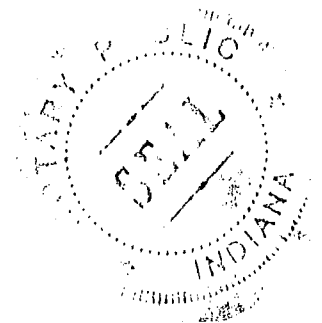
- 1 No repair (including changing of oil) of a vehicle shall be made within the Subdivision except for minor repairs necessary to permit removal of a vehicle, unless they are made in the garage of the Unit with the garage door closed. However, washing or waxing of a vehicle is permitted outside the garage.
 - 2 No unregistered motor vehicle shall be driven or operated on any of the Properties at any time for any reason.
 - 3 All personal vehicles which can be appropriately parked within a standard size parking stall may be parked on the Properties. No vehicles of any nature shall be parked on any portion of the Subdivision or a Dwelling Unit except on the surfaced parking area thereof. No parking will be permitted on sidewalks or on the streets at any time; provided, however, that guests and invitees of the residents of a Dwelling Unit shall be permitted to temporarily park vehicles within the streets located within the Subdivision as long as such parking does not exceed two (2) consecutive days or more than fifteen (15) days per year.
- (h) Remedy of Towing. If upon the Association's provision of notice an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Subdivision, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. By this provision, each Owner and vehicle owner provides the Association with the necessary consent to effect the tow. In the event the vehicle owner fails to pay such costs upon demand, the Association shall have the right to levy a charge for the costs against the Dwelling Unit and Owner in question, that is, against the Owner as the owner of the vehicle or for the Owner's family, lessees, guests, employees, or visitors as owner(s) of the vehicle (as such, the Dwelling Unit Owner is liable for the vehicle violations of the Owner's family, lessees, guests, visitors, etc.), and the charge shall be collected as is provided for in these Restrictions.
- (i) Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Section by injunctive and other relief through the courts; and/or any other remedy conferred upon the Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Subsection (i).



Section 44. Garbage Removal. Garbage can only be placed at the curb for collection in containers approved by the Association (normally large bins supplied by the waste removal contractor) and no earlier than the afternoon of the day immediately preceding the date of collection. The containers are to be removed no later than the evening of the day of collection.

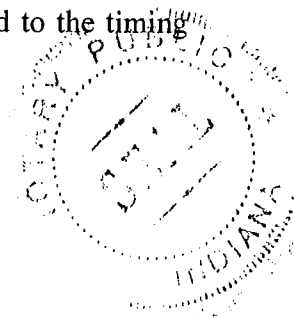
Section 45. Insurance. The Association has no responsibility to purchase or maintain any fire or hazard insurance with respect to the Dwelling Units or other improvements upon Lots; the Owners thereof shall be solely responsible for coverage of their property.

- (a) The Association shall maintain comprehensive general liability insurance coverage for all the Common Areas. The coverage shall be at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Common Areas, and legal liability arising from lawsuits related to employment contracts of the Association. Such policies must include a provision that said policy cannot be altered, canceled, or modified without ten (10) days prior written notice to the Association.
- (b) The Association shall maintain a blanket fidelity bond for all officers, directors, trustees, and employees of the Association, including members of the Architectural Control Committee, and all other persons handling or responsible for funds of/ or funds administered by, the Association. The amount of the fidelity bond shall be based upon best business practices and shall not be less than the estimated maximum of funds, including reserve funds, in custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three months aggregate Assessments on all Units, plus reserve funds. The fidelity bonds required herein must meet the following requirements:
 1. Fidelity bonds shall name the Association as an obligee.
 2. The bonds shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms of expressions.
 3. The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent, or its Officers, employees, and agents) shall be paid by the Association as a common expense.



4. The bonds shall provide they may not be altered, canceled, or modified without ten (10) days prior written notice to the Association.
- (c) All insurance purchased pursuant to this Section 45 shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to Owners and any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners and the Association, their respective servants, agents, and guests. Each Owner and the Association hereby agree to waive any claim against each other and against other Owners for any loss or damage for which Insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.
- (d) The Association shall pay the cost of obtaining all insurance hereunder, excluding only such insurance as may be purchased by individual Owners, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.
- (e) With respect to buildings located on a Multi-Family Parcel, each Owner shall obtain insurance for that portion of the building which is located on the Owner's Lot against loss or damage by fire and such other hazards for the Owner's prorata share of the full insurable replacement costs of the building ("Casualty Insurance"). In addition, each Owner shall obtain insurance covering his or her personal liability and compensatory (but not consequential) damages to another Owner's Dwelling Unit caused by the negligence of the Owner or his or her guests, residents, or invitees, and regardless of any negligence originating from the Owner of the damaged Dwelling Unit ("Owner's Liability Insurance") (the Casualty Insurance and Owner's Liability Insurance are sometimes referred to herein collectively as "Mandatory Insurance Coverage"). Personal liability of an Owner shall include the deductible of the Owner whose Dwelling Unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

If an Owner does not purchase and produce evidence of Mandatory Insurance Coverage to the Association upon request, the Association may, but shall not be required to, purchase the Mandatory Insurance Coverage and charge the premium cost back to the Owner. In no event shall the Association be liable to any person, either with regard to its decision not to purchase the Mandatory Insurance Coverage or with regard to the timing



of its purchase of the Mandatory Insurance Coverage or the amounts or types obtained.

In case of any fire or any other disaster, the proceeds of Mandatory Insurance Coverage, if sufficient to reconstruct the covered building, shall be applied to such reconstruction in order to restore the building to substantially the same condition as existed, with each Dwelling Unit having the same vertical and horizontal boundaries, prior to the fire or other disaster.

- (f) Each Owner may obtain insurance, at his own expense, affording coverage upon his own personal property and for his own liability and living expenses as he deems advisable. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right of contribution.
- (g) The Association is irrevocably appointed agent for each Owner, for each Owner of a mortgage upon a Lot, and for each Owner of any other interest in a Lot or the Common Areas to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.
- (h) In all instances here under, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board of Directors may desire or those required by institutional mortgagees involved.

Section 46. Unlawful Uses. No improper, offensive, or unlawful use shall be made of any Lot and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be strictly observed.

IN WITNESS WHEREOF, the parties hereto have hereunto set its hand and seal, by their duly authorized officers, effective this 15th day of June, 2012.

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