Plat Cabinet F, p. 85

#205059218
Recorded
09/12/2005 08:30:45
RECORDER
PATRICIA J CRICK
ALLEN COUNTY, IN
Receipt No. 27827
DCFD 3.00
MISL 1.00
PLAT 42.00
PLAT 9.00
Total 55.00

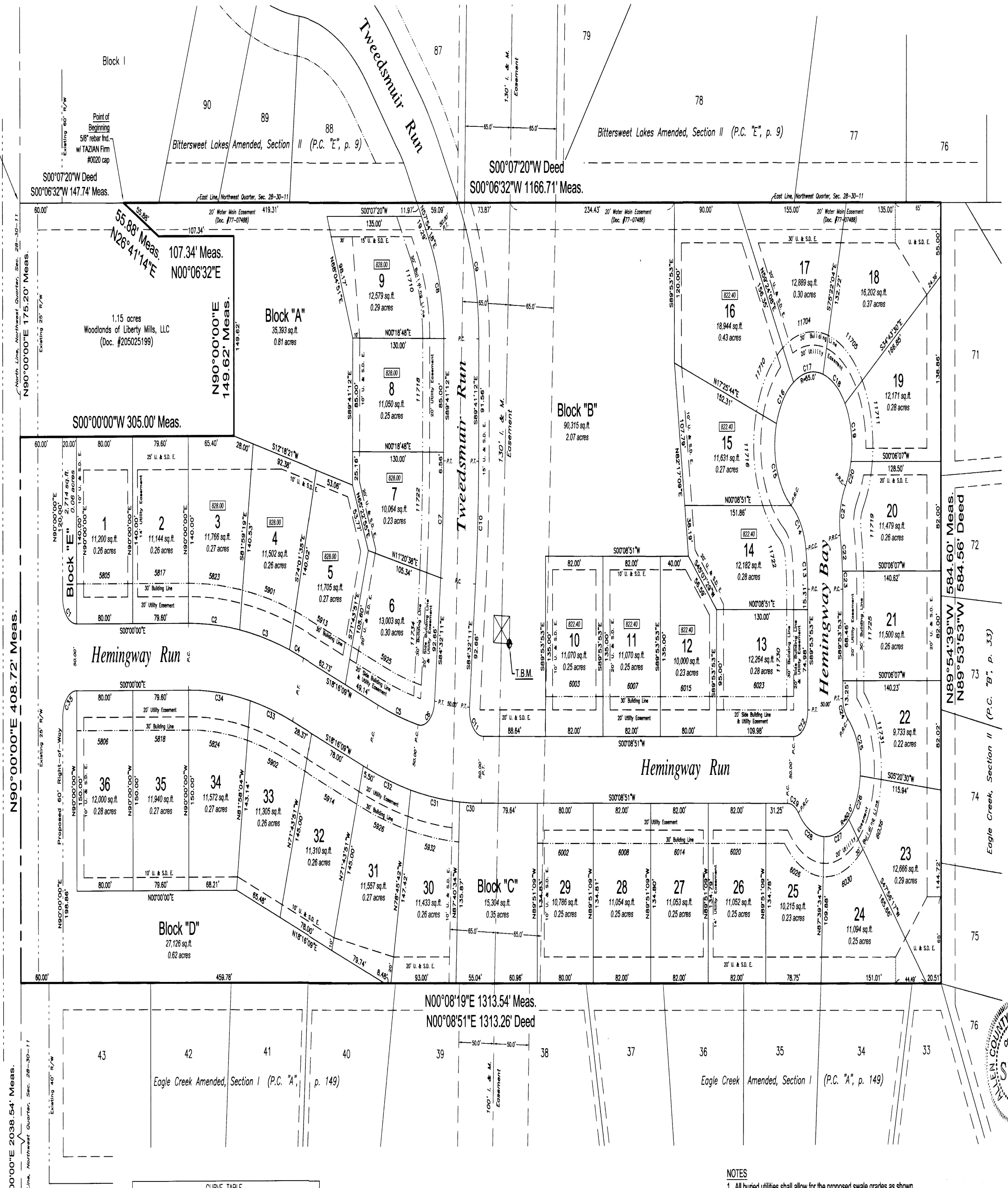
Secondary Plat of:

Woodlands of Liberty Mills

A Subdivision of part of the East Half of the East Half of the Northeast Quarter of Section 28, Township 30 North, Range 11 East, Allen County, Indiana.

Developer:
Woodlands of Liberty Mills, LLC
10104 Woodland Plaza Cove
Fort Wayne, Indiana 46825
(260) 497-7875

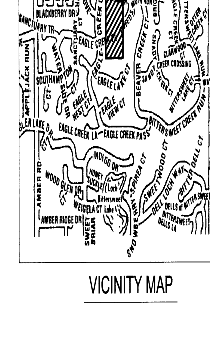
Engineer:
Z. K. Tazian Associates, Inc.
10104 Woodland Plaza Cove
Fort Wayne, Indiana 46825
(260) 497-7875



Scale in feet: 0 30 60 120

Scale: 1" =60'
Date: Jan. 5, 2005
Revised: April 25, 2005
Revised: June 16, 2005
Revised: July 11, 2005
Revised: July 27, 2005

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	DIRECTION	DELTA
C1	31.42	20.00	28.28	S45°00'00"W	90°00'00"
C2	73.41	525.00	73.35	S04°00'20"W	8°00'41"
C3	72.96	525.00	72.90	S11°59'33"W	7°57'44"
C4	21.03	525.00	21.03	S17°07'17"W	2°17'44"
C5	59.11	475.00	59.07	S14°42'15"W	7°07'47"
C6	33.40	20.00	29.65	S36°41'55"E	95°40'33"
C7	87.64	975.00	87.61	S87°06'42"E	5°09'01"
C8	79.19	140.00	78.14	N74°06'33"E	32°24'30"
C9	107.24	190.00	105.83	N74°08'35"E	32°20'25"
C10	92.13	1025.00	92.10	S87°06'42"E	5°09'01"
C11	33.27	20.00	29.57	N47°48'20"E	95°18'58"
C12	31.43	20.00	28.30	S44°52'31"E	90°02'44"
C13	30.22	175.00	30.18	N85°09'18"E	9°53'38"
C14	39.55	50.00	38.52	N57°33'00"E	45°18'57"
C15	69.63	55.00	65.07	N71°09'38"E	72°32'13"
C16	40.29	55.00	39.40	S51°35'04"E	41°58'23"
C17	43.42	55.00	42.30	S07°58'58"E	45°13'48"
C18	39.01	55.00	38.20	N34°57'13"E	40°38'34"
C19	45.70	55.00	44.40	N79°04'44"E	47°36'29"
C20	20.00	55.00	19.89	S66°42'02"E	20°49'59"
C21	38.40	50.00	37.46	S78°17'04"E	44°00'04"
C22	27.24	225.00	27.22	N83°10'59"E	6°56'12"
C23	13.55	225.00	13.55	N88°22'36"E	3°27'02"
C24	17.45	20.00	16.90	N65°06'16"E	49°59'41"
C25	48.20	50.00	46.36	N67°43'28"E	55°14'04"
C26	37.17	50.00	36.32	S63°21'37"E	42°35'47"
C27	38.75	50.00	37.79	S19°51'39"E	44°24'09"
C28	41.71	50.00	40.52	S26°14'29"W	47°48'06"
C29	17.45	20.00	16.90	S25°08'42"W	49°59'41"
C30	31.21	525.00	31.20	S01°51'02"W	3°24'22"
C31	70.42	525.00	70.36	S07°23'46"W	7°41'06"
C32	64.42	525.00	64.38	S14°45'14"W	7°01'50"
C33	62.73	475.00	62.69	S14°29'08"W	7°34'01"
C34	88.72	475.00	88.60	S05°21'04"W	10°42'08"
C35	31.42	20.00	28.28	S45°00'00"E	90°00'00"



VICINITY MAP

Sectional data shown on recorded survey as noted below.

This plat lies entirely within a Rule 12 - IAC 865 boundary survey certified by Charles L. Bevington, Indiana Land Surveyor, and duly recorded under Document Number 205023127 in the Office of the Recorder of Allen County, Indiana.

Consent for permanent structures issued by the Allen County Drainage Board on AUG. 25, 2005 in accordance with Indiana Code 36-9-27-72, on file at the Allen County Surveyor's Office as Drainage Board Rec. Doc. No. 05110, reference Woodlands of Liberty Mills Storm Sewer Regulated Drain.

NOTES
1. All buried utilities shall allow for the proposed swale grades as shown on the engineering plans.
2. U. & S. D. E. denotes utility and surface drainage easement.
3. "Side B. L." denotes side building line on corner lots.
4. All right-of-way intersection radii shall be 20' except as shown.
5. ☐ Boxed elevation is minimum flood protection grade (MSL Datum).
6. All lot corners marked with 5/8" rebar with "TAZIAN Firm #0020" cap.

BLOCK SUMMARY:
Block "A", "B", "C", "D", "E" - Common Areas, Park Areas, Storm Water Management and Utility Esmt.

T.B.M.
The top of a steel flange at the Southwest corner of a steel electric tower numbered "023", located 687' South and 265' East of the Northeast corner of the boundary of Eagle Creek Amended, Section I.
Elevation = 831.18 feet (MSL datum).

Beginning Benchmark
AL-54 (1960) Flood Control B.M. Bronze disk in Northwest wingwall on bridge over Graham McCulloch Main at T-road of Homestead Road and Branning Road.
Elevation = 755.22 feet (MSL datum).

SEP 09 2005
AUDITOR OF ALLEN COUNTY

05-27551
ALLEN COUNTY AUDITOR'S NUMBER

CERTIFICATE OF SURVEYOR

I, Zohrab K. Tazian, hereby certify that I am a Land Surveyor lawfully registered to practice in the State of Indiana; that this plat correctly represents a survey of lands described within Document Number 205023127, as recorded in the Office of the Recorder of Allen County, Indiana, (completed on April 1, 2005); that there has been no change from the matters of survey revealed by the aforementioned survey, or any prior subdivision plats contained therein, on any lines that are common with the new subdivision; that I have established the lots, blocks, and streets in the foregoing plat in accordance with the true and established boundaries thereof; and that all corners will be marked by steel rebars 24 inches long and 5/8 inches in diameter with plastic caps imprinted "TAZIAN ASSOC.-FIRM NO. 0020".

Zohrab K. Tazian — 7/27/05 Date
Indiana Land Surveyor
Registration No. S0011

ZOHRAB K. TAZIAN REGISTERED No. S0011 STATE OF INDIANA LAND SURVEYOR

THE UNDERSIGNED, by virtue of Document Number 205025118, in the Office of the Recorder of Allen County, Indiana, BEING THE OWNER OF:

Part of the East Half of the East Half of the Northwest Quarter of Section 28, Township 30 North, Range 11 East, Allen County, Indiana, more particularly described as follows to-wit:

Commencing at a railroad spike found and accepted as marking the North Quarter corner of Section 28, Township 30 North, Range 11 East; thence South 00 degrees 06 minutes 32 seconds West (based on an assumed bearing of North 90 degrees 00 minutes 00 seconds East for the North line of said Section 28), along the apparent East line of the Northwest Quarter of said Section 28, said line also being a Westerly line of the plat of Bittersweet Lakes Amended, Section II, as recorded in Plat Cabinet "E", page 9, in the Office of the Recorder of Allen County, Indiana, 147.74 feet to a 5/8-inch rebar with "TAZIAN Firm #0020" cap set at the Point of Beginning; thence continuing South 00 degrees 06 minutes 32 seconds West (South 00 degrees 07 minutes 20 seconds West deed), along the East line of said Northwest Quarter and the Westerly line of said Bittersweet Lakes Amended, Section II, 1166.71 feet to a 1/2-inch rebar found at the Northeasterly corner of the plat of Eagle Creek, Section II, as recorded in Plat Cabinet "B", page 33, in the Office of the Recorder of Allen County, Indiana; thence North 89 degrees 54 minutes 39 seconds West (North 89 degrees 53 minutes 53 seconds West deed), along the Northerly boundary of said Eagle Creek, Section II, 584.60 feet (584.56 feet deed) to a 5/8-inch rebar found on the Easterly line of the plat of Eagle Creek Amended, Section I, as recorded in Plat Cabinet "A", page 149, in the Office of the Recorder of Allen County, Indiana; thence North 00 degrees 08 minutes 19 seconds East (North 00 degrees 08 minutes 51 seconds East deed), along the Easterly line of said Eagle Creek Amended, Section I, 1313.54 feet (1313.26 feet deed) to a mag nail with "Bevington RLS 29600007" disk found on the apparent North line of said Section 28; thence North 90 degrees 00 minutes 00 seconds East, along said North line and within the right-of-way of Liberty Mills Road, 408.72 feet to a set mag nail with "TAZIAN Firm #0020" disk; thence South 00 degrees 00 minutes 00 seconds West, 305.00 feet to a set 5/8-inch rebar with "TAZIAN Firm #0020" cap; thence North 90 degrees 00 minutes 00 seconds East, 149.62 feet to a set 5/8-inch rebar with "TAZIAN Firm #0020" cap; thence North 00 degrees 06 minutes 32 seconds East, 107.34 feet to a set 5/8-inch rebar with "TAZIAN Firm #0020" cap; thence North 26 degrees 41 minutes 14 seconds East, 55.88 feet to the Point of Beginning, containing 16.48 acres of land, being subject to and/or together with all easements and rights-of-way of record.

does hereby subdivide and plat the same into lots, blocks, streets and easements as shown on the plat to be known as WOODLANDS OF LIBERTY MILLS, this 27th. day of July, 2005, does hereby dedicate the streets thus shown to the public use and does hereby subject and impress all of said lots and blocks in said Addition with the restrictions, covenants, limitations and easements attached hereto and made a part hereof by reference.

Zohrab K. Tazian, Member

STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared Zohrab K. Tazian, known to me to be the person and Member whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Woodlands of Liberty Mills, LLC, an Indiana Corporation, and that he executed the same as the act of such Woodlands of Liberty Mills, LLC for the purposes and consideration therein expressed and in the capacity therein stated.

Daniel J. Barrett, Notary Public

My Commission Expires: June 28, 2007

ALLEN COUNTY PLAN COMMISSION CORPORATE SEAL

NOTARY PUBLIC SEAL INDIANA — DANIEL J. BARRETT, Notary Public, Allen County, State of Indiana, My Commission Expires JUNE 28, 2007

NOTARY PUBLIC SEAL INDIANA — DANIEL J. BARRETT, Notary Public, Allen County, State of Indiana, My Commission Expires JUNE 28, 2007

APPROVALS

PLAN COMMISSION
DATE: 9/8/2005
CHARLES J. BODENHAFER, PRESIDENT
ALLAN D. FRISINGER, VICE PRESIDENT

COUNTY SURVEYOR
DATE: 08/26/05
ALLAN D. FRISINGER, L.S.

BOARD OF COMMISSIONERS
DATE: 9/7/05
LINDA K. BLOOM
MARLA J. IRVING
NELSON PETERS

ZONING ADMINISTRATOR
DATE: 9-9-2005
KIMBERLY R. BOWMAN

ATTEST:
LISBETH BLOSSER, AUDITOR

RECEIVED
AUG 03 2005
Department of Planning Services

ZK tazian ASSOCIATES, INC. CIVIL ENGINEERING SURVEYING LAND PLANNING

C:\Program Files\Land Projects R2\Woodlands of Liberty Mills\dwg\C-01 plat.dwg 01/05/2005 03:41:30 PM UEST

"205059218
Recorded
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ALLEN COUNTY, IN
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DCFD 3.00
MISL 1.00
PLAT 42.00
PLAT 9.00
Total 55.00

Plat Cab F Page 85

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO AS PART OF THE DEDICATION AND PLAT OF WOODLANDS OF LIBERTY MILLS

THIS DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO AS PART OF THE DEDICATION AND PLAT OF WOODLANDS OF LIBERTY MILLS ("Declaration"), is made on the date hereinafter set forth by WOODLANDS OF LIBERTY MILLS, LLC ("Developer").

WHEREAS, Developer is the owner of certain property in Fort Wayne, County of Allen, State of Indiana, by virtue of Document Number 205025118 in the Office of the Recorder of Allen County, Indiana; which is more particularly described as:

Part of the East Half of the East Half of the Northwest Quarter of Section 28, Township 30 North, Range 11 East, Allen County, Indiana, more particularly described as follows to-wit:

Commencing at a railroad spike found and accepted as marking the North Quarter corner of Section 28, Township 30 North, Range 11 East; thence South 00 degrees 06 minutes 32 seconds West (based on an assumed bearing of North 90 degrees 00 minutes 00 seconds East for the North line of said Section 28), along the apparent East line of the Northwest Quarter of said Section 28, said line also being a Westerly line of the plat of Bittersweet Lakes Amended, Section II, as recorded in Plat Cabinet "E", page 9, in the Office of the Recorder of Allen County, Indiana, 147.74 feet to a 5/8-inch rebar with "TAZIAN Firm #0020" cap set at the Point of Beginning; thence continuing South 00 degrees 06 minutes 32 seconds West (South 00 degrees 07 minutes 20 seconds West deed), along the East line of said Northwest Quarter and the Westerly line of said Bittersweet Lakes Amended, Section II, 1166.71 feet to a 1/2-inch rebar found at the Northeasterly corner of the plat of Eagle Creek, Section II, as recorded in Plat Cabinet "B", page 33, in the Office of the Recorder of Allen County, Indiana; thence North 89 degrees 54 minutes 39 seconds West (North 89 degrees 53 minutes 53 seconds West deed), along the Northerly boundary of said Eagle Creek, Section II, 584.60 feet (584.56 feet deed) to a 5/8-inch rebar found on the Easterly line of the plat of Eagle Creek Amended, Section I, as recorded in Plat Cabinet "A", page 149, in the Office of the Recorder of Allen County, Indiana; thence North 00 degrees 08 minutes 19 seconds East (North 00 degrees 08 minutes 51 seconds East deed), along the Easterly line of said Eagle Creek Amended, Section I, 1313.54 feet (1313.26 feet deed) to a mag nail with "Bevington RLS 29600007" disk found on the apparent North line of said Section 28; thence North 90 degrees 00 minutes 00 seconds East, along said North line and within the right-of-way of Liberty Mills Road, 408.72 feet to a set mag nail with "TAZIAN Firm #0020" disk; thence South 00 degrees 00 minutes 00 seconds West, 305.00 feet to a set 5/8-inch rebar with "TAZIAN Firm #0020" cap; thence North 90 degrees 00 minutes 00 seconds East, 149.62 feet to a set 5/8-inch rebar with "TAZIAN Firm #0020" cap; thence North 00 degrees 06 minutes 32 seconds East, 107.34 feet to a set 5/8-inch rebar with "TAZIAN Firm #0020" cap; thence North 26 degrees 41 minutes 14 seconds East, 55.88 feet to the Point of Beginning, containing 16.48 acres of land, being subject to and/or together with all easements and rights-of-way of record.

54 1/ NC

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

SEP 09 2005

05-27551
ALLEN COUNTY AUDITOR'S NUMBER

AUDITOR OF ALLEN COUNTY

ALLEN COUNTY PLAN COMMISSION

NOW, THEREFORE, Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.1. "Subdivision" when herein used shall mean and refer to the subdivision known as Woodlands of Liberty Mills, a subdivision located in Aboite Township, Allen County, Indiana.

Section 1.2. "Woodlands of Liberty Mills" shall mean and refer collectively to each subdivision or section of Woodlands of Liberty Mills development.

Section 1.3. "The Association" shall mean and refer to Woodlands of Liberty Mills Association, Inc., its successors and assigns.

Section 1.4. "By-Laws" shall mean the By-Laws initially adopted by the Association and all amendments and additions thereto.

Section 1.5. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.6. "Arch Committee" shall mean the Architectural Control Committee of Woodlands of Liberty Mills, composed of three members appointed by the Developer and shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time shall be filled by appointment by the Developer.

Section 1.7. "Common Area" shall mean all real property (including the improvements thereto) owned by The Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: Blocks "A", "B", "C", "D" and "E" as shown on the recorded Plat.

Section 1.8. "Developer" shall mean and refer to Woodlands of Liberty Mills, LLC its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the developer for the purpose of development.

Section 1.9. "Dwelling Unit" shall mean and refer to the structure used as a residential living unit located upon a lot, including a garage and appurtenances.

Section 1.10. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. The lots are numbered 1 through 36 on the face of the plat. For the purposes of this plat and the covenants appended thereto, the word "lot" may mean either any of said lots as platted, or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more lots or parts of one or more lots as platted upon which a residence may be erected in accordance with the restrictions hereinabove set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no tract of land consisting of part of any one lot or parts of more than one lot shall be considered a "lot" unless it meets the requirements presented in Section 6.9 below.

Section 1.11. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.12. "Plat" shall mean and refer to the recorded plat map of the Properties, showing the location and boundaries of individual parcels of land subdivided into lots, with streets, alleys, easements and the like, as recorded in the Allen County Recorder's office.

Section 1.13. "Restrictions" shall mean and refer to the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended to as Part of the Dedication and Plat of Woodlands of Liberty Mills, a subdivision located in Aboite Township, Allen County, Indiana.

ARTICLE II

PROPERTY RIGHTS

Section 2.1. Owners' 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 the recreational facilities by an owner for any period during which any assessment against him/her Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

ALLEN COUNTY PLAN COMMISSION

(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 agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members agreeing to such dedication has been recorded.

(d) the Common Area shall be accessed only through public rights-of-way, streets and walks as shown on the recorded plat.

Section 2.2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his/her right of enjoyment to the Common Area and facilities to the members of his/her family, his/her tenants, or contract purchasers who reside on the property.

ARTICLE III

DUTIES OF THE ASSOCIATION

Section 3.1. Maintenance of Common Areas. The Association shall have responsibility and authority for reasonable maintenance and repair of the Common Areas in the Subdivision, including, but not limited to, streets, association-owned sidewalks, dams, culverts, lakes and all community facilities within the Subdivision. Such responsibility shall also include but not be limited to: the cutting of grass and weeds, including grass and weeds located on vacant lots; the removal of snow and ice on Common Areas designated by the Association; the removal of dead trees within the Common Areas, the maintenance of mailboxes, the maintenance of signage, and the installation, maintenance and operation of street lights.

Section 3.2. Contracts and Records. The Association may make contracts to carry out its responsibilities and shall have the power to pay taxes and other charges on the land and other property owned by it from time to time. Records shall be kept by the Secretary of the Association of all action taken by the Association, all contracts entered into, and all expenses incurred. The Association shall have all rights of ownership to the property owned by the Association, subject to the provisions of this Declaration.

ARTICLE IV

WOODLANDS OF LIBERTY MILLS ASSOCIATION, INC.

MEMBERSHIP, VOTING RIGHTS AND DUTIES

Section 4.1. Membership. Every owner of a Lot in the Subdivision which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment.

Section 4.2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners of Lots in the Subdivision (with the exception of the Developer) and such members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. The Class B member(s) shall be the Developer who shall be entitled to three (3) 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 owned within the Properties has been conveyed by Developer to others;

or

(b) on December 31, 2010.

Section 4.3. Residences Located On More Than One Lot. If an Owner has a single residence located on more than one lot, assessment for the Association per Article V below and voting rights per Section 4.2 above shall be only for one Lot.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot who is a Class A member as defined in Section 4.2 by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges, and

(2) special assessments for capital improvements,

(3) such assessments as are established and collected as hereinafter provided.

All annual and special assessments, together with interest, costs, and reasonable attorney's fees incurred in relation to collecting such assessments, shall be a charge on the land and shall be a continuing lien upon the property against which each 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 property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his/her successors in title unless expressly assumed by them.

Section 5.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas and any improvements situated thereon.

Section 5.3. Maintenance of Approved Facilities. Each Class A member agrees to pay to the Association the annual assessment chargeable to each lot. The annual assessment shall be a charge on the land, and shall be a continuing lien upon each lot against which each such assessment is made. The assessment so levied by the Association shall be available to use for the care, preservation, supervision, improvement, maintenance, and operation by the Association of the storm water drainage system, and for the storm water detention basin(s) together with its(their) outlet(s) and water level control structures, and of the Common Areas and any improvements situated thereon, such as playground areas, signage, sidewalks and any other recreational facilities, including facilities that do not yet exist and that are not yet planned. The assessment shall be used for the foregoing purposes, including but not limited to:

(1) payment of taxes and insurance in connection therewith;
(2) repair, replacement and making additions thereto;
(3) costs, including but not limited to, labor, equipment, and materials required for the management, supervision, maintenance and repair of such facilities;
(4) and, for such other community purposes as the Association may properly determine.

The Association shall be obligated to maintain, repair and/or replace, if necessary, the storm water drainage system and any future storm water detention basin(s) together with its (their) outlet(s) and water level control structures, as filed with the Allen County Plan Commission in conjunction with this subdivision, approval of which has been granted for the use and benefit of this section of this subdivision, the cost of which shall be borne by all of the owners and subsequent owners of lots of the Woodlands of Liberty Mills subdivision.

The Owner of any lot in Woodlands of Liberty Mills, and/or the Allen County Drainage Board, or its successor agency, shall have the right to order the Association to carry out its obligation to maintain, repair, or replace the storm water drainage system and any future storm water detention system improvements as provided above, and to assess the owners of all lots in Woodlands of Liberty Mills the cost thereof.

Section 5.4. Annual Assessment.

(a) The initial annual assessment shall be two hundred fifty dollars ($250.00) per Lot.

(b) From and after October 1, 2006, and each year thereafter, the Board of Directors of the Association, at each annual meeting thereafter, shall set the amount of the annual assessment for the following year for each lot, taking into consideration the current maintenance costs and future needs of the Association. However, the annual assessment shall not increase more than 10% for any given year.

(c) The annual assessment shall never be less than seventy-five dollars ($75.00).

Section 5.5. Special Assessments for Capital Improvements. In addition to the annual assessments 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, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided however, that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5.6. Notice and Quorum for Any Action Authorized Under Sections 5.4 and 5.5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5.7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual or monthly basis, as the Board of Directors determines.

Section 5.8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence upon the date of execution of documents transferring title of any lot to its owner or from the date of execution of any land contract for the purchase of any lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 5.9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be subject to an additional 10% of the annual assessment amount as a "late fee". Henceforth, the combined amount of the annual assessment and "late fee" shall bear interest beginning thirty (30) days after due date at the prevailing prime lending rate plus one percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his or her Lot.

Section 5.10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the "sale or transfer" of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

ARCHITECTURAL CONTROL

The lots are numbered 1 through 36 inclusive, and all dimensions are shown in feet and decimals of a foot on the Plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use and for their usual and intended purpose.

Section 6.1. Architectural Control Committee. The Arch Committee shall be composed of three members appointed by the Developer. The majority of such committee may designate a representative to act for it. Neither the members of the Arch Committee nor its representative shall be entitled to any compensation for services performed pursuant hereto. Developer may, by an instrument recorded in the Allen County Recorder's Office, transfer the functions of the Arch Committee to the Association whereupon the functions of the Arch Committee shall be performed by the Association.

Section 6.2. Construction Plan Approval. Before making any improvement, or alteration to an improvement on a Lot, the Owner of the Lot must submit the construction plans, including but not limited to floor plans and elevations for such improvement to the Arch Committee. Such plans shall include specifications and locations for such improvement on any Lot. The Arch Committee shall approve or disapprove construction plans and specifications and locations of structures as provided in this article. The Arch Committee shall have the right to review and approve any improvement based upon quality of workmanship and materials and harmony of exterior design with existing structures and the general stylistic theme of the Subdivision. The Arch Committee's approval or disapproval of any design for an improvement on any Lot shall be in writing and sent by regular mail to the owners of record or their representative. If the Arch Committee, or its designated representative, fails to approve or disapprove submitted plans as required by these provisions within thirty (30) days after the plans and specifications and plot plan have been submitted to it, and if no suit to enjoin the construction is commenced prior to the completion thereof, approval will not be required and the applicable provisions thereof shall be deemed to have been fully complied with.

Section 6.3. Use. No Lot shall be used except for residential purposes, but domestic servants employed by a resident owner may also reside in the dwelling. No more than one single-family dwelling, together with out-buildings to be used solely in connection with such residential use and not in violation of the other provisions of these restrictions, shall be constructed or maintained on a Lot. Before any lot or tract may be used or occupied, such user or occupier shall first obtain an Improvement Location Permit and Certificate of Occupancy.

Section 6.4. Number of Buildings Allowed / Temporary Structures. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height. Each dwelling shall include not less than a two-car garage, which shall be built as part of said structure and attached thereto. No

structure of a temporary character, trailer, basement, tent, shack, garage or other out building shall be used or maintained on any Lot at any time as a residence, either temporarily or permanently, nor shall any building be moved into or upon any Lot for such purpose.

Section 6.5. Building Sizes/Minimum Floor Areas. No dwelling shall be permitted unless it meets or exceeds the following minimum floor areas in square feet, exclusive of open porches, breezeways, or garages, as follows:

Lots Numbered	One Story	One and One-Half Story	Two Story
1-36	1500	1750	2000

Section 6.6. Building Setback/Location. No building shall be located on any Lot nearer to the front line or nearer to the side street than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than 7 feet on each side lot line or as required by zoning ordinance, whichever is greater. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line where no rear building set-back line is shown on the Plat. Except the dwellings on Lots 4, 5, 7, 8, 9, 10, 11, 15, 16, 33, 34, 35 and 36 shall be located no nearer than fifteen (15) feet to the rear lot line bordering Blocks "A", "B" or "D".

Section 6.7. Building Materials All buildings shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos shingle siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any building on any Lot, and no roll roofing of any description or character shall be used on the roof of the dwelling house or attached garage of any Lot.

Section 6.8. Exterior Finish. There must be a minimum of one hundred (100) square feet of brick or ninety (90) square feet of stone on the front elevation of the residence structure on each Lot or the entire front elevation must consist of wood (or approved substitute), excluding soffits and fascia, unless specifically approved otherwise by the Arch Committee. Homes with full porches across the front elevation (excluding garage) may have 20% less than the minimum requirements listed above.

Section 6.9. Subdivision of Lots/Minimum Lot Size. No Lot may be subdivided, except that a lot may be divided into two parts where at least one part is under common ownership and use with an entire, contiguous lot, in which case the part and the entire lot with which it is contiguous shall be treated as one building site. The remaining part of the lot subdivided into two parts must meet all minimums of this in order for a dwelling unit to be erected. Any further subdivision of lots shall be first approved by the Allen County Plan Commission, or its successor agency. However, no dwelling shall be erected or placed on any lot having less than 9,500 square feet. Nor shall any dwelling be erected or placed on any lot having a width at the minimum setback line less than 65 feet, except that lots partially or entirely on cul-de-sacs which must have a width of no less than 45 feet at the minimum setback line.

Section 6.10. Improvements. Before any house or building on any platted lot or tract in this subdivision shall be used and occupied as a dwelling or as otherwise provided in the subdivision restrictions above, the Developer or any subsequent developing owner of said platted lot or tract shall install all improvements serving said platted lot or tract as provided in said plans and specifications for the Subdivision filed with Allen County Plan Commission.

Section 6.11. Driveways. All driveways shall be hard-surfaced. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width. Any driveway constructed within the boundary lines of any Lot prior to the existence of sidewalks shall be so constructed that the elevation thereof at a point one (1) foot outside of the lot boundary line shall be a minimum of four (4) inches above the grade elevation of the established curb adjacent to such Lot. It shall at this point have installed one-half inch bituminous expansion joint, and then proceed at a gradient of 1/4th inch per foot to a point of six (6) feet outside the lot boundary line at which point another one-half inch bituminous expansion joint shall be installed. The remaining five and one-half (5 1/2) feet to the curb shall have a gradient of one-half inch per foot.

Section 6.12. Sight Lines. No fence, wall, hedge or shrub planting which obstructs sight line at elevations between three (3) and eight (8) feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points forty (40) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 6.13. Sidewalks. Plans and specifications for this Subdivision on file with the Allen County Plan Commission require the installation of 5' concrete sidewalks within the street rights-of-way in front of all lots. Installation of said sidewalks 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 and the cost of said installation shall be a lien against any such lot enforceable by Allen County Plan Commission or its successor agency. Developer shall install sidewalk in Block "B" to connect between the sidewalk on Lot 10 and the ramp at the southeast corner of Tweedmuir Run and Hemingway Run as well as install the portion of the sidewalk along Hemingway Run adjoining Block "C". The Developer will not install a sidewalk along the south side of Tweedsmuir Run.

Section 6.14. Landscaping. Each Lot must contain a minimum of ten (10) well-developed live shrubs and/or trees as part of its original landscaping. As part of the above minimum, there shall be a minimum of 1 tree with at least a 2½-inch diameter in the front yard area.

Section 6.15. Garages. All dwelling units must have an attached garage with a minimum of 420 square feet.

ARTICLE VII

UTILITIES

Section 7.1. Platted Utility Easements All lots in the Subdivision shall be subject to the easements indicated upon the Plat, which easements shall be perpetual in nature and may be used, subject to the following provisions, for the installation, construction, maintenance, operation, servicing, repair, removal and replacement of (i) poles, wires and conduits, and the necessary and proper attachments in connection therewith, for the transmission of electricity for light, power, telephone, radio and television and other purposes, (ii) surface and storm water sewers and drains, (iii) sanitary sewers, (iv) pipe lines for supplying gas, water and heat, and (v) for any other municipal, public or quasi-public utility. Any municipal, public or quasi-public utility engaged in supplying one or more of the above utility services shall have the right to enter upon the strips of land subject to said easements for any purpose for which said easements may be used. All structures, shrubbery, trees, and other installations located within said easements shall be subject to the paramount right of each such utility to use said easements as provided herein and the removal of any obstruction by any utility shall in no way obligate the utility for damages or to restore the obstruction.

Section 7.2. Utility Easements in Streets. Utility easements in all platted streets are reserved for use, subject to the provisions of Section 7.4 below, by municipal, public and quasi-public utilities and by Developer, and its successors and assigns, for the installation, construction, maintenance, operation, servicing, repair, removal and replacement of any utility, subject to reasonable regulation by any governmental body having jurisdiction of the streets and subject to the obligation of any such utility which installs a line in any street to repair and return the pavement of such street to at least as good as condition as existed prior to such work.

Section 7.3. Utility Service Entrances. All utility service entrances running from any utility facility within a platted easement or a street to any structure on a Lot shall be located underground, except for such housing, pedestals, or other facilities as may be appropriate or necessary for connection, servicing and maintenance of such utility service entrance. Such housings, pedestals and other facilities shall be constructed and maintained at as low a height and in as inconspicuous a manner as is practicable. Each owner shall, at the time of the installation of any such service entrance, furnish to the utility, for its records, a drawing or other description accurately showing the location underground for the service entrance from the easement or street to the owner's structure. Each utility having a facility in any easement or street shall have control over the installation of all connections to its facility for service entrances serving lots. Each such installation shall be left open for inspection and approval by the utility.

Section 7.4. Prohibition of Overhead Utility Facilities. All utility wires, cables, conduits, pipes and other facilities within the Subdivision shall be located underground within the utility easements provided hereby, except that:

(a) Poles and overhead facilities may be used to the extent reasonably necessary at those

places where distribution facilities enter and leave the Subdivision, and;

(b) Housing, pedestals and other facilities may be above the surface of the ground to the extent permitted by Section 7.3 above and to the extent otherwise necessary for installation and operation of the utility service, but shall be constructed and maintained at the lowest height and in as inconspicuous a manner as is practicable.

Section 7.5. Street Easements. In addition to the utility easements herein designated, perpetual easements in the streets, as shown on this plat, are hereby reserved and granted to all public utility companies, the proprietors of the land herein platted and their respective successors and assigns, to install, lay, 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 maintain and repair of said streets.

Section 7.6. Completion of Utilities Before Occupation. All street, drainage and utility improvements serving a Lot which are required by the plans and specifications filed by the Developer with the Allen County Plan Commission shall be installed by the Developer or any subsequent developing owner before any dwelling house on that Lot in the Subdivision is used or occupied.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1. Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may or may not become an annoyance or nuisance of the Subdivision.

Section 8.2. Signage. No sign of any kind shall be displayed to the public view on any lot other than one professional sign of not more than five (5) square feet, advertising the property for sale or rent, excepting only that builders and their representatives may have one (1) sign during the construction of model and/or spec homes which shall be no more than twelve (12) square feet. The restrictions of this Section 8.2 shall not apply to any Lot owned by Developer.

Section 8.3. Antennae. No radio or television antenna with more than ten (10) square feet of grid area, or which attains a height in excess of six (6) feet above the highest point of the roof shall be attached to any dwelling house. No free standing radio or television antenna including dish-like fixtures for the reception of satellite transmission shall be permitted on any Lot.

Section 8.4. Oil. 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 8.5. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. An outside kennel may house only one animal unless approval is obtained from the Association for more than one such pet. In no event shall a dog be allowed to bark constantly or to any extent that it will create a nuisance to, any other owner or owners in the Subdivision.

Section 8.6. Refuse Disposal No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other refuse or debris and the same shall not be kept except in sanitary containers while awaiting removal from the premises. No incinerators or outside incinerators shall be kept or allowed on any Lot. All other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and shall either be located within the dwelling or garage or underground or shall be fully screened from public view by an appropriate fence or screen.

Section 8.7. Fuel & Oil Containers. All fuel and oil containers shall be concealed within the main structure of the dwelling house, its basement or attached garage.

Section 8.8. Sewage and Water Supply Systems. No individual water supply, system or individual sewage disposal system shall be installed, maintained or used on any lots in this subdivision. Sewers on lots in said Subdivision shall be connected to the sanitary sewage system according to the plans and specifications of the Developer.

Section 8.9. Shooting, Hunting or Trapping. No shooting is permitted in the Subdivision. No hunting or trapping shall be allowed in the Subdivision without written permission from the Association, which shall allow the same for the sole purpose of protecting and preserving the Common Area or prohibit any such animal from becoming a nuisance.

Section 8.10. Recreational Vehicles. No all-terrain vehicle (ATV), snowmobile, motorcycle, moped, or any other motorized vehicle shall be operated in any area of the Subdivision (including undeveloped land) except for the lawful operation of licensed motor vehicles within the streets.

Section 8.11. Storing of Equipment. No boat, motor home, truck (other than a light pick-up truck rated less than 1-ton), commercial vehicle, camping or other trailer, camper shell, all terrain vehicle (ATV), snowmobile or other equipment or machinery of any kind shall be kept on any lot or on any street within the Subdivision unless stored in a garage with the door closed.

Section 8.12. Storm Water Runoff. No rain and storm water run off 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 run off sewer system. No sanitary sewage shall at any time be discharged or permitted to flow into the above-mentioned storm water and surface water run off sewer system.

Section 8.13. Flood Protection Grades. In order to minimize potential damage from surface water, flood protection grades are hereby established as set forth below. All dwellings shall be constructed at or above the minimum flood protection grades; such grades shall have the minimum elevation of the lowest point of entry at which water may enter the structure. The flood protection grades shall be Mean Sea Level Datum and shall be as follows:

Lots numbered:	3, 4, 5, 7, 8 and 9	828.00
Lots numbered:	10, 11, 12, 14, 15 and 16	822.40

The foregoing Flood Protection Grades are also shown, boxed on the face of the plat.

Section 8.14. Surface Drainage Easements. Surface drainage easements and Common Aeas 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 easements shall be maintained in an unobstructed condition and the proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exits and to repair and maintain, or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

Section 8.15. Lakes. In addition to their non-exclusive storm water detention function for all of the sections of Subdivision, the lakes to be constructed as a part of Subdivision are for the exclusive recreational use of the owners and occupants of the Lots in the Subdivision and their invitees, subject to such reasonable rules and regulations as may be imposed by the Association. The lakes are not to be used for swimming or wading until, or unless, the Association acquires title to the lakes and adopts a resolution permitting swimming and wading in the lakes. No power boats of any nature shall be permitted on any lake.

Section 8.16. Outdoor Lighting. No outdoor light source shall be located more than 12 feet above ground level. All outdoor light sources in excess of 1,500 lumens shall be installed so that the direct rays therefrom are confined to the Lot upon which the source is located. No outdoor light source shall exceed 4,500 lumens. All outdoor light sources located within 25 feet of each other shall be deemed to be one light source for the purposes of this paragraph. A light source shall be deemed to be outdoor unless it is located within a completely enclosed building. The provisions of the second sentence of this paragraph shall not apply to street lighting installed by developer or the Association.

Section 8.17. Yard Light. Each dwelling shall install a yard light at a location within the front twenty (20) feet of Lot. The yard light must be of a design and construction as approved by the Arch Committee and shall be of a type that automatically illuminates at all times other than daylight hours.

Section 8.18. Grass and Weeds. The Owner of any Lot within the Subdivision, including a

vacant lot, shall be required to maintain the lot and to keep weeds and grass trimmed to a height acceptable to the Arch Committee. Further, if a Lot Owner fails to comply, the Association shall have the right to hire the work to be performed and to charge the costs to the Lot Owner. The Association shall then have the right to file and hold a lien against the property if the outstanding costs remain unpaid for a period of more than 60 days, the amount of the lien to include costs, filing fees, and attorney fees.

Section 8.19. Play Equipment. No play equipment of any kind, including swing sets, basketball goals, trampolines, etc. will be permitted on any Lot without the prior written approval of the Arch Committee. The Arch Committee reserves the right to limit the size, color and location of said equipment.

Section 8.20. Concrete and Asphalt Play Areas. No concrete, brick, stone, asphalt or similar area larger than 20 square feet shall be permitted on any Lot without the prior written approval of Arch Committee. Excepting that driveways, porches, patios and stoops made of concrete, brick or stone are permitted.

Section 8.21. Pools and Hot Tubs. No hot tub, pool or similar structure shall be permitted on any Lot unless there is prior written approval by the Arch Committee. No pool shall be permitted on any Lot except "in-ground" pools which do not exceed eighteen (18) inches in height above ground level.

Section 8.22. Fencing. No fencing is permitted except those approved by the Arch Committee prior to installation and may be limited in regard to height and type. Regardless, all restrictions under Section 6.12 apply and all fences must comply with the Allen County Zoning Ordinance and all other applicable ordinances. No chain link fence shall be permitted. Approved wood and vinyl fences are permitted, but shall not exceed 5' in height and height may be limited further for certain lots. Fences shall not be permitted to obstruct the view of a lake of other homeowners with a lot located on the lake. Fences shall not be constructed in front yard areas. The Arch Committee reserves the right to restrict fences further.

Section 8.23. Clotheslines. No rope, wire or other device shall be installed on any portion of a Lot or on the outside of any dwelling for the purpose of air drying linens or wearing apparel.

Section 8.24. Rentals. The rental of homes within the Subdivision is not allowed without approval of the Board of Directors, except that the rental of homes to immediate family members of the Owner shall be permitted without such approval. The Board of Directors of the Association shall have the right to restrict rentals by adopting a formal policy to do so. The Board of Directors of the Association reserves the right to specify minimum time of lease and other restrictions for any formal rental policy that is developed.

ARTICLE IX

MISCELLANEOUS

Section 9.1. Enforcement. The Association, or any Owner, shall 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 this Dedication. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.2. Severability. Invalidation of any one of the provisions or covenants, or restrictions of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 9.3. Compliance with Zoning Laws. Before any lot may be used and occupied such user or occupier shall first obtain from the applicable governmental authority such improvement location and/or occupancy permits as may be required by applicable zoning or other ordinances.

Section 9.4. Duration. The covenants and restrictions herein contained shall run with the land, and be effective for a period of 25 years from the date of recording hereof and thereafter shall be automatically extended for successive periods of ten (10) years each unless 100% of the members of the Association vote to terminate the restrictions; provided, however, that nothing contained in this Section shall limit or alter in any way whatsoever any right, statutory or otherwise, to vacate the plat or any portion thereof.

Section 9.5. Amendment. These protective covenants, restrictions, and limitations (but not the public utility easements) may be changed or abolished, in whole or in part and at any time as follows:

(a) The introductory provisions of these covenants and the provisions of Article II and Article VI may be changed by the written agreement of all of the owners of all of the lots in this Section of the Subdivision, and;

(b) The provisions of all of the other paragraphs may be changed by the written agreement of at least seventy-five percent (75%) of the lots of Woodlands of Liberty Mills at the time the alteration or amendment of said restriction is made, provided, however, Developer and its successors or assigns shall have the exclusive right of five (5) years from the date of recording of this plat to amend any of the covenants and restrictions, subject in each case to such approval of governmental authorities as may be required by law at any time. The provisions of any such amendment shall become effective upon the recording of a copy of the agreement making such amendment in the Office of the Recorder of Allen County, Indiana. The term "Owners" shall be a person, firm or corporation in whose name the fee simple title appears of record in the Office of the Recorder of the Allen County, Indiana. Any and all amendments or alterations to these restrictions and covenants shall be made subject to the prior approval of the Allen County Plan Commission.

Section 9.6. Investigation and Compliance. The Developer and the officers of the Association shall have the right of access to all lots at all reasonable times and in a reasonable manner to investigate and determine compliance with the provisions of these covenants.

Section 9.7. No Waiver. The failure of any interested party to enforce the provisions of these covenants shall not constitute a waiver of the right to enforce them on another occasion and a delay in enforcement shall not constitute a waiver of the right of, so long as a violation continues. Further, the owners expressly acknowledge that they have no right of reversion in the event any one of these covenants is violated by a subsequent owner.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand and seal this 2ND day of AUGUST 2005.

BY: _____

Ara Z. Tazian, member

WOODLANDS OF LIBERTY MILLS, LLC

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned Notary Public in and for said County and State personally appeared Ara Z. Tazian, and acknowledged the execution of the foregoing to be their free and voluntary act and deed for the uses and purposes mentioned therein, this 2nd day of August, 2005.

_____

NOTARY PUBLIC SEAL INDIANA

DANIEL J. BARRETT, Notary Public
Allen County, State of Indiana
My Commission Expires JUNE 28, 2007

This document prepared by Herous Manoukian, Z. K. Tazian Associates, Inc.