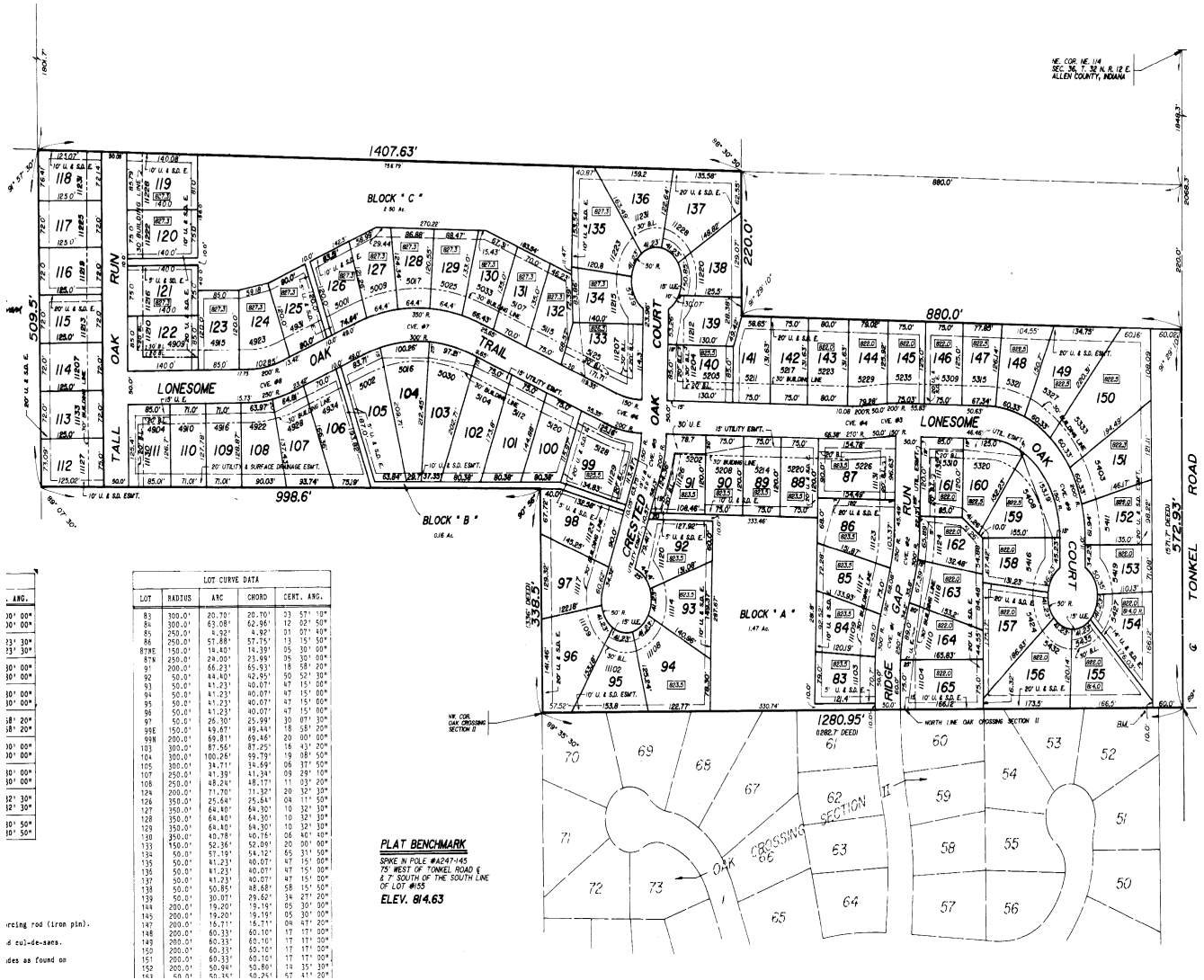


OAK CROSSING, SECTION III

PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 32 NORTH, RANGE 12, EAST, ALLEN COUNTY, INDIANA



PROTECTIVE RESTRICTIONS
COVENANTS, LIMITATIONS AND EASEMENTS
APPENDED TO AS PART OF THE
DEDICATION AND PLAT
OF OAK CROSSING, SECTION III

1952
Joseph R. ...
AUDITOR OF ALLEN COUNTY

A Subdivision of part of the East Half of Section 36, Township 32 North, Range 13 East, Allen County, Indiana.

Left Guard Corporation, an Indiana Corporation, by its president, Mark F. Hagerman, hereby declares that he is the owner of the real estate shown and described in the plat of OAK CROSSING, SECTION III, and does hereby lay off, plat and subdivide said real estate in accordance with the information shown on the certified plat appended hereto and incorporated herein. The subdivision shall be known and designated as the PLAT of OAK CROSSING, SECTION III, a Subdivision of part of the East Half of Section 36, Township 32 North, Range 12 East, Allen County, Indiana.

The lots are numbered 83 through 165, both 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 for their usual and intended purpose.

1. No lot shall be used except for residential purposes. No building 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 house shall include not less than a two car garage, which shall be built as part of said structure and attached thereto.

2. No building shall be built on any lot having a ground floor area upon the foundation, exclusive or one-story open porches, breezeway or garage, of less than 1300 square feet for a one-story dwelling, nor less than 900 square feet for a two-story dwelling, nor less than 1400 square feet for a 1 1/2 story dwelling.

3. No building shall be located on any lot nearer to the front lot 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 a distance of seven (7) feet to the side property line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

4. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 8400 square feet.

5. No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

6. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or as shown on the plat for the construction of poles, wires and conduits and the necessary or proper attachments in connection therewith for the transmission of utilities, telephone service, construction and maintenance of drains, sewers, pipe lines, gas, water and heat and for any other public or quasi public utility or function. Any municipal, public or quasi public corporation engaged in supplying any one of more of the above utilities will have the right to enter upon said easements for any purpose of which said easements are reserved. All of said easements shall be kept free of permanent structures (except those installed by any such municipal, public or quasi public corporation) and removal of any obstructions by any such utility company shall in no way obligate the utility company to pay damages or to restore any such removed obstruction to its original form. All such obstructions, whether temporary or permanent, shall be subject to the paramount rights of any such utility company to construct, install, repair, maintain or replace its utilities and/or sewer installations.

7. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance of the neighborhood.

8. No structure of a temporary character, trailer, boat, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be either used or located on any lot at any time or used as a residence, either temporarily or permanently.

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

10. No radio or television antenna with more than 30 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 shall be permitted on any lot.

11. 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.

12. 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.

13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators or outside incinerators shall be kept or allowed on any lot.

14. No fence, wall, hedge or shrub planting which obstructs sightline at elevations between two (2) and six (6) 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 25 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 sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. 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 sightlines.

15. 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 lots of said subdivision, and no roll roofing of any description or character shall be used on the roof of the dwelling house or attached garage on any of said lots.

16. All driveways from the street to the garage shall be poured concrete and not less than 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 four (4) inches above the grade elevation of the establishment 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 one-fourth inch per foot 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.

17. All fuel and oil storage tanks shall be installed underground or concealed within the main structure of the dwelling house, its basement or attached garage.

18. No individual water supply, system or individual sewage disposal system shall be installed, maintained or used on any lots in this subdivision.

19. In addition to the utility easements herein designated, 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 maintenance and repair of said streets.

20. 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.

21. The Architectural Control Committee is composed of two (2) members, the first Committee members to be Andrew C. Kurtz, Jr. and Mark F. Hagerman. 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 member shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

22. The Architectural Control Committee's approval or disapproval, as required by these covenants, shall be in writing. In the event of the Committee, or its designated representative, fails to approve or disapprove within 30 days, after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

23. The restrictions and covenants herein contained shall run with the land and be effective for a period of 25 years, after which time they shall automatically be extended for successive periods of 10 years, unless prior to the expiration of 25 years said restrictions and covenants are altered or amended by the owners of sixty percent (60%) of the lots in said subdivision at the time the alteration or amendment of restrictions and covenants are made; provided, however, Left Guard Corporation, their successors or assigns shall have the exclusive right of two (2) years from the date of recording of this plat to amend any of the covenants and restrictions except Section 2 above. 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 Allen County, Indiana. Any and all amendments or alterations to these restrictions and covenants shall be made to the prior approval of the Allen County Plan Commission.

24. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

25. 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 this addition filed with the Allen County Plan Commission.

26. For the purposes of this plat and the covenants 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 said tract of land has a frontage of 75 feet in width at the established building lines as shown in this plat.

27. No lot or combination of lots may be further subdivided until approval therefor has been obtained from the Allen County Plan Commission.

28. 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, as required by the Allen County Zoning Ordinance.

29. Every owner of a lot shall be a member of the Oak Crossing Association, Inc. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Said not-for-profit corporation, acting for and on behalf of the owners of lots as aforesaid, may impose upon the owners of each lot an annual maintenance fee in an amount to be determined by said corporation, but in no event more than Fifty Dollars (\$50.00) per year, and funds so collected shall be used by said corporation for the purpose of cutting of weeds on sold or vacant lots, providing community services and activities, and for such other purposes as the corporation may desire, and provide for the maintenance of the common impoundment basin into which the Subdivision's surface water drains.

The membership within the association of owners of Lots in said Oak Crossing, Section III shall be comprised of two classes of voting membership:

Class A. Class A member(s) 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 either Left Guard Corporation or any subsequent builder owner who is holding a lot for building and eventual sale. Class B members shall be entitled to three (3) votes for each lot owned. The Class B membership shall be converted to Class A membership on the happening of either of the following events, whichever occurs earlier.

(i) when title to all lots in all sections has been conveyed by Class B member(s) or

(ii) on December 31, 1995.

30. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. 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.

31. Plans and specifications for this subdivision, on file with the Allen County Plan Commission require the installation of concrete sidewalks within the street rights-of-way in front of lots 83 through 87, 91 and 92, 112 through 118, 122 through 133, 139 through 153 and 161 through 165. Installation of said sidewalks shall be the obligation of the owner of any such lot, exclusive of Left Guard Corporation, 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 the Allen County Plan Commission or its successor agency. Should such Certificates of Occupancy be issued to Left Guard Corporation, said individual or corporation shall be considered an owner for the purposes of the enforcement of this covenant.

32. 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 easements shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall

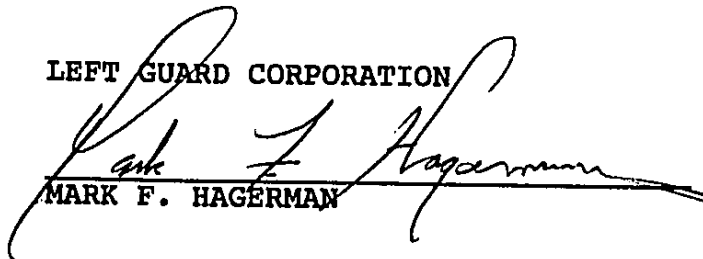
have the right to determine if any obstruction exists and to repair and maintain, or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

33. Common Areas. The common area shown on the plat is for the exclusive use of the owners and occupiers of lots in the Subdivision their invitees, subject to such reasonable rules and regulations as may be imposed by the Developer or the Association. The Developer reserves the right to convey the common area to the Association for the benefit of said owners and occupiers and their invitees.

34. No driveway access shall be permitted from lots numbered 150, 151, 152 153 and 154 onto the Tonkel Road right-of-way.

35. The following lots shall have minimum slab elevations of not less than the following respective feet above mean sea level: Lots numbered 83 through 94 - 823.5 feet above mean sea level; Lot numbered 99 - 825.5 feet above mean sea level; Lots numbered 119 through 121 - 827.3 feet above mean sea level; Lots numbered 123 through 132 - 827.3 feet above mean sea level; Lot number 133 - 826.5 feet above mean sea level; Lots numbered 134 and 135 - 827.3 feet above mean sea level; Lot numbered 140 - 825.5 feet above mean sea level; Lots numbered 143 through 146 - 822.0 feet above mean sea level; Lots numbered 147 through 150 - 822.5 feet above mean sea level; Lot numbered 151 - 822.3 feet above mean sea level; Lots numbered 152 and 153 - 822.0 feet above mean sea level; the fronts of Lots numbered 154 and 155 - 822.0 feet above mean sea level; the rears of Lots numbered 154 and 155 - 814.0 feet above mean sea level; Lots numbered 156 through 158 - 822.0 feet above mean sea level; Lots numbered 159 and 160 - 822.5 feet above mean sea level; Lots numbered 161 through 165 - 822.0 feet above mean sea level, all inclusive.

LEFT GUARD CORPORATION


MARK F. HAGERMAN

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 Mark F. Hagerman, known to me to be the person and President of Left Guard Corporation whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was for the act of the said Left Guard Corporation.