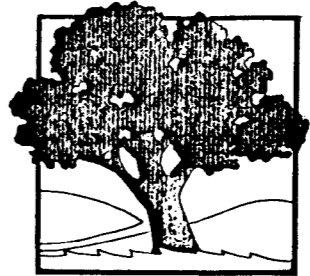


37 OCT - 8 AM 8:08

57-050541

CABINET A Pages 32



# Sycamore Hills

Sections 1 thru 4

A SUBDIVISION IN A PART OF THE E/2 OF SECTION 9 AND A PART OF THE W/2 OF SECTION 10, T-30-N, R-11-E, ALLEN COUNTY, INDIANA.

**OWNER**  
**NORTHILL**

NORTHILL DEVELOPMENT CORPORATION  
609 EAST COOK ROAD, FORT WAYNE, IN 46825  
489-2000

**ENGINEER**  
**RA**

**ROCKE & ASSOCIATES**  
415 EAST COOK ROAD, FORT WAYNE, IN 46825  
489-2078

APPROVED by the Allen County, Indiana, Plan Commission on Sept. 24, 1987

Lester C. Gerig, President  
Arthur G. Sprou, Vice President  
Lynn A. Koehlinger, Secretary

APPROVED by the Allen County Board of Commissioners on October 1, 1987

Donald J. Yoder  
Richard W. Ellenwood  
Jack Worthman

ATTEST LINDA K. BLOOM, ALLEN COUNTY AUDITOR

APPROVED by the Allen County Zoning Administrator on October 1, 1987

Jack G. Suter

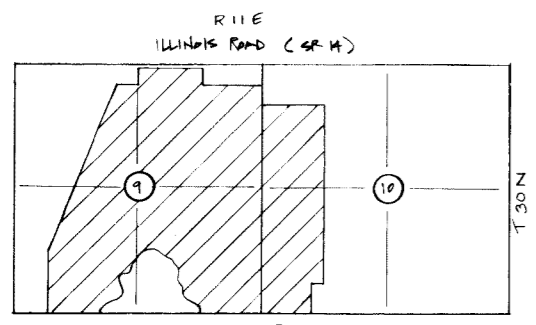
APPROVED by the Allen County Surveyor on September 30, 1987

Louis K. Machlan

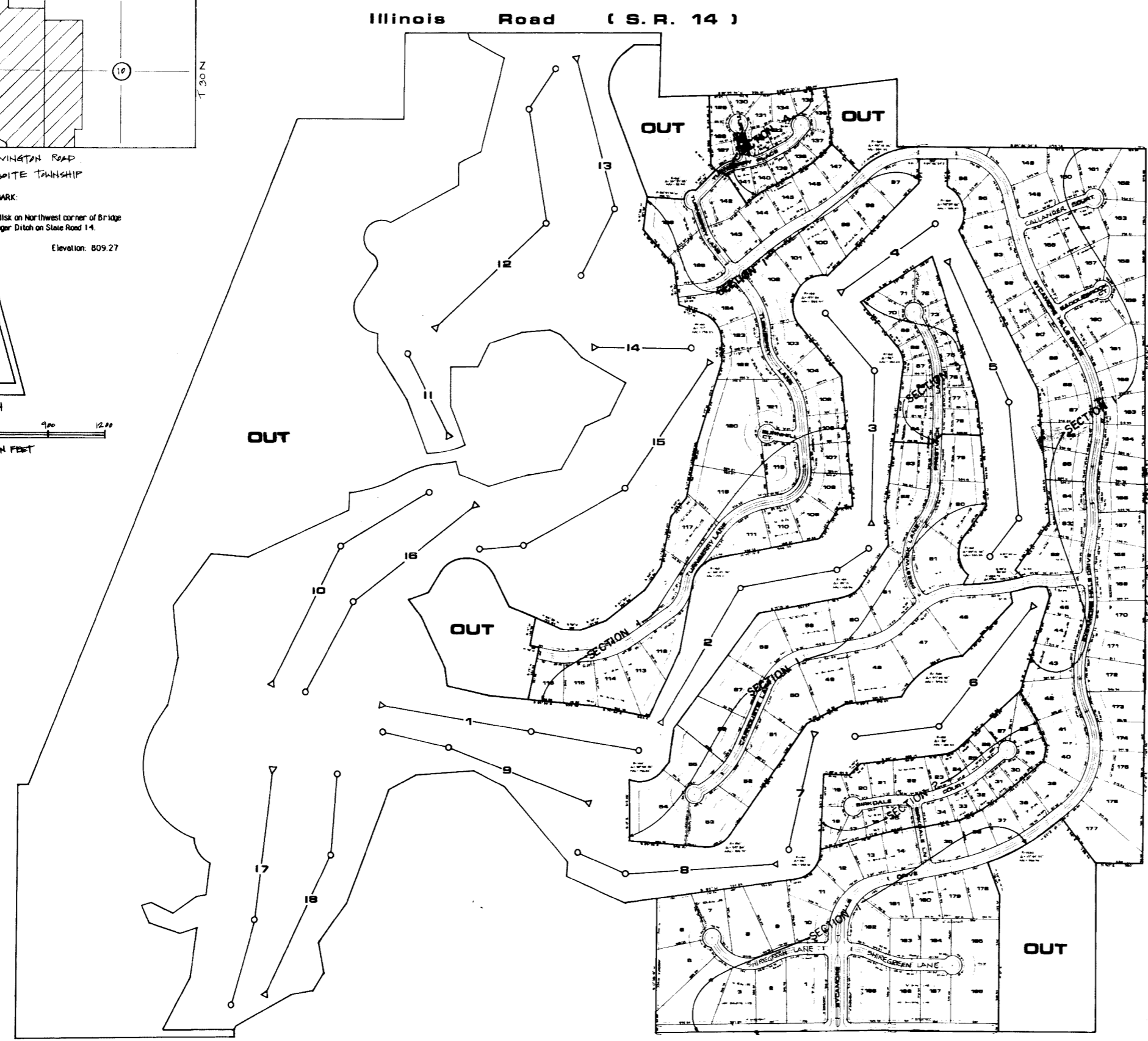
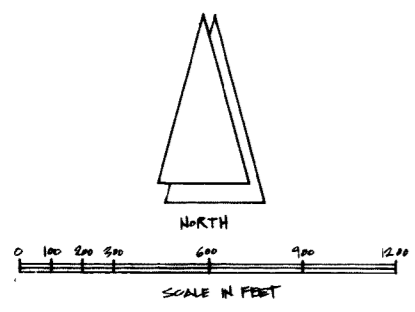
APPROVED by the Allen County Health Commissioner on September 30, 1987

Dr. Jane M. Imscher

For Amendment See 94-64805 1/13/90



BENCHMARK:  
Bronze disk on Northwest corner of Bridge over Seeger Ditch on State Road 14.  
Elevation: 809.27



**CERTIFICATION:**  
I hereby certify that I am a Land Surveyor licensed in compliance with the laws and the State of Indiana, that this plat correctly represents a survey completed by me and that all markers shown thereon actually exist and that their location, size, type and material are accurately shown.



*Timothy F. Clovis*

NOTE: THIS SHEET IS FOR SCHEMATIC PURPOSES ONLY. SEE SHEET 2 THRU 4 FOR ACTUAL LOT DIMENSIONS AND EASEMENT CONFIGURATIONS.

For Affidavit See Doc 87-C0031 12/7/87 L  
See 1st Amend See 94-64805 1/13/90

For 1st Amend See Doc # 88-9550  
For Easement See Doc 90-7915 2-28-90  
For Easement See Doc 87-50541 3-15-90

**ROCKE & ASSOCIATES**  
415 EAST COOK ROAD, SUITE 100  
FORT WAYNE, IN 46825  
PHONE 219-489-2078

REVISIONS	SCALE	DATE

**SYCAMORE HILLS - SECTIONS 1 THRU 4**

**SHEET NUMBER**  
1 OF 4

87-050541

*Frank R. Blawie*  
AUDITOR OF ALLEN COUNTY

OCT 02 1987

FILED ENTERED FOR TAXATION

DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,  
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED  
TO AS PART OF THE DEDICATION AND PLAT OF  
SYCAMORE HILLS, SECTION II  
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

Northhill Development Corporation, an Indiana corporation, hereby declares that it is the Owner and Developer of real estate which includes Sycamore Hills, Section II, described in Exhibit A which is attached hereto, and does hereby lay off, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. The Subdivision shall be known and designated as Sycamore Hills, Section II Birkdale Villas, a Subdivision in Aboite Township, Allen County, Indiana.

The Lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 15 to 34, 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 purposes.

*John E. ...*  
ALLEN COUNTY RECORDER

87 OCT -5 AM 8:08

ARTICLE I

Section 1. "Association" shall mean and refer to the Sycamore Hills Community Association, Inc., its successors and assigns.

Section 2. "Builder" shall mean a builder or builders who shall be designated by the Developer for the purpose of building the Villa Dwelling Units.

Section 3. "By-laws" shall mean the "By-laws" initially adopted by Sycamore Hills Community Association, Inc. and all amendments and additions thereto.

Section 4. "Committee" shall mean The Architectural Control Committee, composed of three members initially appointed by The Developer. The members shall be subject to removal by the Association at any time with or without cause. Any vacancies from time to time shall be filled pursuant to the By-Laws of the Association.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 6. "Developer" shall mean and refer to Northhill Development Corporation, its successors and assigns.

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.

INSTRUMENT V 9-30-87

8 7 5 0 5 4 1

SYCAMORE HILLS - DESCRIPTIONS

Part of Sections 9 and 10 in Township 30 North, Range 11 East, Allen County, Indiana described as follows:

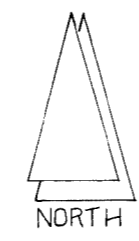
SECTION ONE

Beginning at the Southeast corner of Section 9, T-30-N, R-11-E, Allen County, Indiana; thence S 89° 00' 38" W along the South line of said Section 9 a distance of 1229.60 feet; thence N 0° 28' 13" E a distance of 693.70 feet; thence N 82° 00' 00" E a distance of 724.82 feet; thence along a tangent curve to the left, having a radius of 160 feet and a chord bearing N 42° E for 205.69 feet, an arc distance of 223.40 feet to Point "A" (the Southwest corner of Section Two); thence N 75° 26' 51" E a distance of 326.95 feet; thence N 79° 00' 00" E a distance of 182.26 feet; thence N 64° 12' 27" E a distance of 134.15 feet; thence N 55° 22' 13" E a distance of 132.41 feet; thence N 50° 00' 00" E a distance of 276.62 feet; thence N 11° 00' 45" E a distance of 84.27 feet; thence N 24° 00' 00" W a distance of 140 feet; thence N 31° 57' 53" W a distance of 171.72 feet; thence N 18° 00' 00" E a distance of 509.09 feet; thence N 15° 00' 00" W a distance of 56.07 feet; thence N 85° 00' 00" W a distance of 25 feet; thence along a tangent curve to the left having a radius of 194.09 feet and a chord bearing S 30° W for 64.07 feet, an arc distance of 64.36 feet; thence S 76° 00' 00" W a distance of 25 feet; thence along a tangent curve to the right having a radius of 1112.74 feet and a chord bearing S 77° 52' 30" W for 72.82 feet, an arc distance of 72.83 feet; thence S 10° 15' 00" E a distance of 57.15 feet; thence S 43° 30' 00" W a distance of 380.70 feet; thence along a non-tangent curve to the left having a radius of 400 feet and a chord bearing S 56° 31' 37" W for 381.97 feet, an arc distance of 398.21 feet; thence S 83° 00' 00" W a distance of 298.62 feet; thence S 63° 00' 00" W a distance of 217.93 feet; thence S 35° 00' 00" W a distance of 706.18 feet; thence along a tangent curve to the right having a radius of 150 feet and a chord bearing S 64° 45' W for 148.87 feet, an arc distance of 155.77 feet; thence N 85° 30' 00" W a distance of 393.01 feet; thence N 0° 00' 00" E a distance of 318.05 feet; thence along a non-tangent curve to the left having a radius of 160 feet and a chord bearing N 73° 40' 23" E for 184.33 feet, an arc distance of 196.44 feet; thence N 38° 30' 00" E a distance of 40.00 feet; thence N 11° 11' 03" E a distance of 177.04 feet; thence N 36° 19' 19" E a distance of 745.02 feet; thence N 79° 15' 00" E a distance of 441.40 feet; thence along a tangent curve to the left having a radius of 160 feet and a chord bearing N 56° 37' 30" E for 123.10 feet, an arc distance of 126.36 feet; thence N 34° 00' 00" E a distance of 250 feet; thence N 5° 00' 00" W a distance of 187.47 feet; thence N 7° 30' 00" E a distance of 338.05 feet to Point "B" (the Southwest corner of Section Three); thence S 87° 30' 00" E a distance of 198.65 feet; thence N 45° 40' 48" E a distance of 73.07 feet; thence S 87° 30' 00" E a distance of 203.53 feet; thence S 5° 00' 00" E a distance of 350.29 feet; thence S 36° 30' 00" W a distance of 189.38 feet; thence along a tangent curve to the left having a radius of 160 feet and a chord bearing S 06° 13' E for 212.47 feet, an arc distance of 232.36 feet; thence S 30° 00' 00" W a distance of 53.55 feet; thence N 87° 30' 00" E a distance of 95 feet; thence along a tangent curve to the left having a radius of 1052.74 feet and a chord bearing N 81° 45' E for 210.94 feet, an arc distance of 211.30 feet; thence N 45° 00' 00" W a distance of 51.34 feet; thence N 36° 30' 00" E a distance of 306.82 feet; thence N 15° 00' 00" W a distance of 685.65 feet; thence N 27° 00' 00" W a distance of 910.95 feet; thence along a non-tangent curve to the left having a radius of 160 feet and a chord bearing N 14° 19' 24" W for 233.06 feet, an arc distance of 261.07 feet; thence N 0° 00' 00" E a distance of 143.37 feet; thence N 89° 46' 24" W a distance of 150 feet; thence S 0° 00' 00" W a distance of 122.28 feet; thence S 45° 00' 00" W a distance of 675.85 feet; thence along a non-tangent curve to the left having a radius of 160 feet and a chord bearing S 28° 15' W for 298.24 feet, an arc distance of 383.97 feet; thence S 40° 30' 00" E a distance of 328.10 feet; thence S 5° 00' 00" E a distance of 672.16 feet; thence S 79° 00' 00" W a distance of 75 feet; thence S 33° 00' 00" W a distance of 182.73 feet; thence S 79° 15' 00" W a distance of 546.26 feet; thence along a tangent curve to the left having a

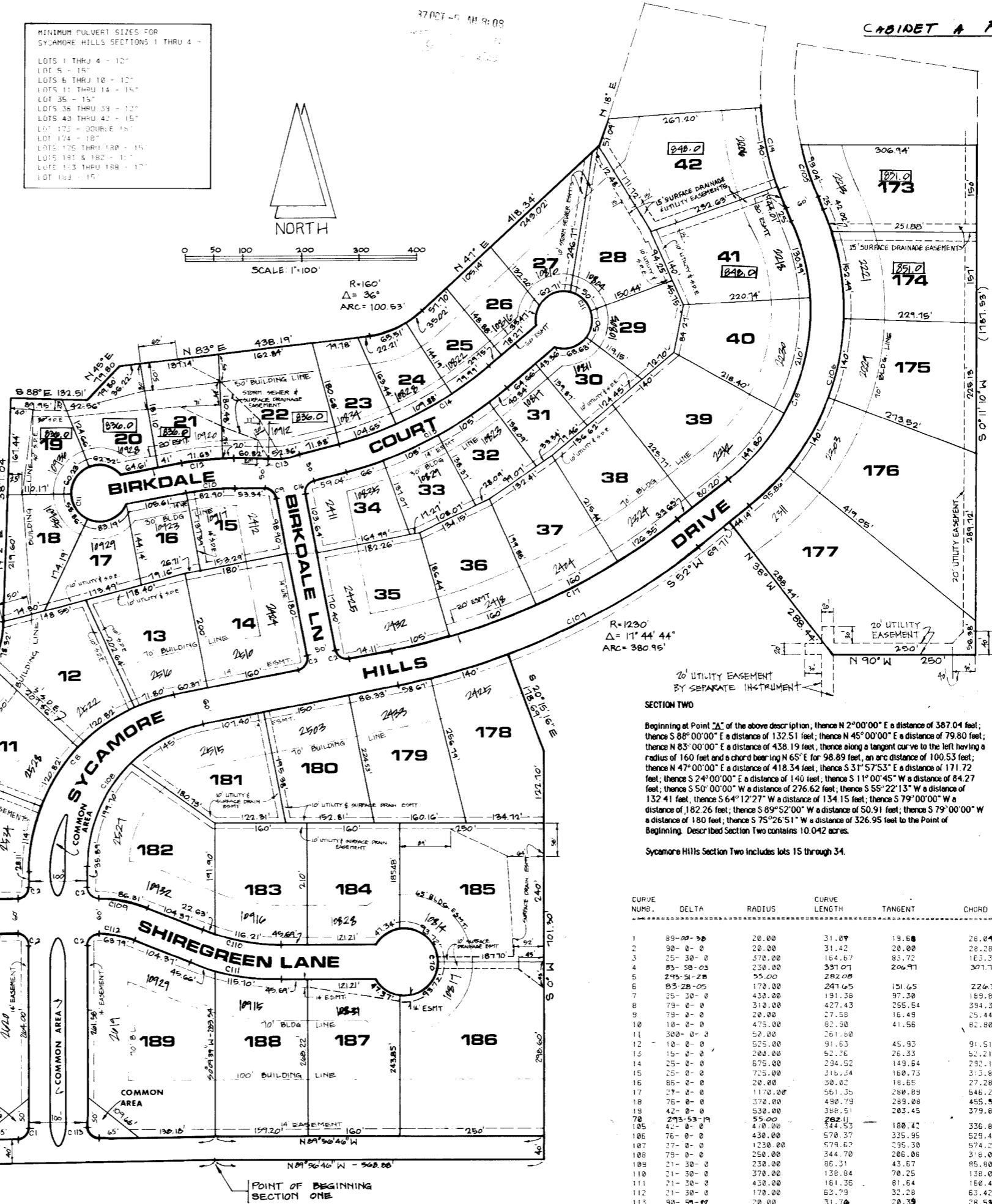
radius of 160 feet and a chord bearing S 44° 51' 10" W for 180.78 feet, an arc distance of 192.11 feet; thence S 10° 27' 20" W a distance of 569.68 feet; thence S 26° 16' 47" W a distance of 363.65 feet; thence N 79° 30' 00" W a distance of 315.29 feet; thence N 85° 30' 00" W a distance of 325.33 feet; thence N 12° 00' 00" E a distance of 281.33 feet; thence N 78° 00' 00" W a distance of 50 feet; thence N 12° 00' 00" E a distance of 140.98 feet; thence S 66° 30' 00" E a distance of 153.59 feet; thence N 90° 00' 00" E a distance of 100 feet; thence N 70° 00' 00" E a distance of 139.34 feet; thence N 51° 30' 00" E a distance of 254.36 feet; thence N 36° 00' 00" E a distance of 148.61 feet; thence N 11° 30' 00" E a distance of 264.07 feet; thence N 40° 00' 00" E a distance of 123.31 feet; thence N 11° 30' 00" E a distance of 304.66 feet; thence N 17° 00' 00" E a distance of 423.71 feet; thence N 0° 00' 00" E a distance of 101.89 feet; thence along a tangent curve to the left having a radius of 160 feet and a chord bearing N 35° 30' W for 185.82 feet, an arc distance of 198.27 feet; thence N 71° 00' 00" W a distance of 123.59 feet; thence N 7° 00' 00" W a distance of 198.19 feet; thence N 40° 30' 00" W a distance of 249.56 feet; thence N 6° 30' 00" E a distance of 167.50 feet; thence S 86° 27' 28" E a distance of 196.77 feet; thence along a non-tangent curve to the right having a radius of 50 feet and a chord bearing N 54° 16' 16" E for 77.42 feet, an arc distance of 88.54 feet; thence N 45° 00' 00" E a distance of 147.70 feet to Point "C" (the Point of Beginning for Section Four); thence S 45° 00' 00" E a distance of 50 feet; thence along a non-tangent curve to the right having a radius of 125 feet and a chord bearing N 50° 43' 46" E for 24.96 feet, an arc distance of 25 feet; thence S 33° 32' 27" E a distance of 187.35 feet; thence N 51° 00' 00" E a distance of 87.49 feet; thence N 62° 30' 00" E a distance of 194.36 feet; thence S 25° 07' E a distance of 133.83 feet; thence N 45° 00' 00" E a distance of 134.81 feet; thence S 45° 00' 00" E a distance of 200 feet; thence along a non-tangent curve to the right having a radius of 430 feet and a chord bearing N 67° 36' 48" E for 330.68 feet, an arc distance of 339.42 feet; thence S 89° 46' 24" E a distance of 1194.74 feet; thence S 0° 13' 31" W a distance of 1879.40 feet; thence S 0° 11' 10" W a distance of 1787.53 feet; thence N 90° 00' 00" W a distance of 250 feet; thence N 38° 00' 00" W a distance of 288.44 feet; thence S 52° 00' 00" W a distance of 69.71 feet; thence along a tangent curve to the right having a radius of 1230 feet and a chord bearing S 60° 52' 22" W for 379.43 feet, an arc distance of 380.95 feet; thence S 20° 15' E a distance of 178.69 feet; thence S 00° 00' 00" W a distance of 701.30 feet to the South line of Section 10; thence N 89° 56' 46" W along said South line a distance of 568.88 feet to the Point of Beginning. Described Section One contains 173.64 acres.

Sycamore Hills Section One includes lots 1 through 14, 35 through 63, 79 through 126 and 142 through 189 inclusively.

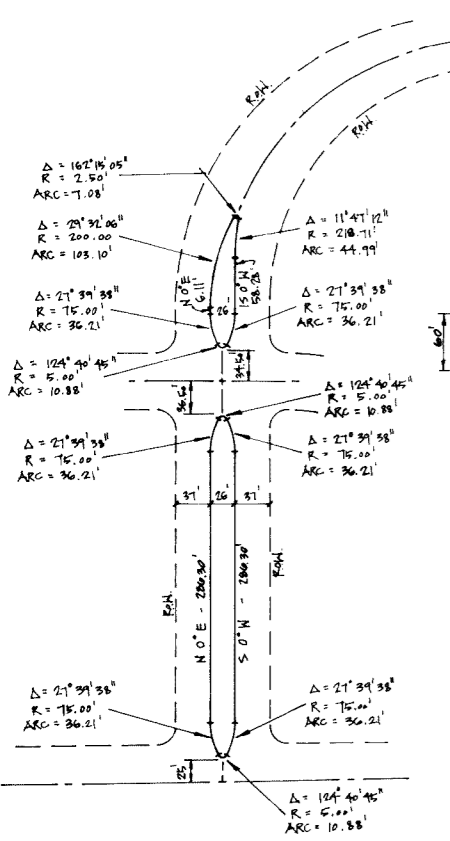
- MINIMUM DULVERT SIZES FOR SYCAMORE HILLS SECTIONS 1 THRU 4 - LOTS 1 THRU 4 - 12" LOT 5 - 15" LOTS 6 THRU 10 - 12" LOTS 11 THRU 14 - 15" LOT 35 - 15" LOTS 36 THRU 39 - 12" LOTS 40 THRU 42 - 15" LOT 172 - SQUARE 18" LOTS 173 - 18" LOTS 174 - 18" LOTS 175 THRU 180 - 18" LOTS 181 & 182 - 12" LOTS 183 THRU 188 - 12" LOT 189 - 15"



SCALE 1"=100'



000.00 - FLOOD PROTECTION GRADES



MEDIAN DETAIL

SECTION TWO Beginning at Point "A" of the above description, thence N 2° 00' 00" E a distance of 387.04 feet; thence S 88° 00' 00" E a distance of 132.51 feet; thence N 45° 00' 00" E a distance of 79.80 feet; thence N 83° 00' 00" E a distance of 438.19 feet; thence along a tangent curve to the left having a radius of 160 feet and a chord bearing N 65° E for 98.89 feet, an arc distance of 100.53 feet; thence N 47° 00' 00" E a distance of 418.34 feet; thence S 31° 57' 53" E a distance of 171.72 feet; thence S 24° 00' 00" E a distance of 140 feet; thence S 11° 00' 45" W a distance of 64.27 feet; thence S 50° 00' 00" W a distance of 276.62 feet; thence S 55° 22' 13" W a distance of 132.41 feet; thence S 64° 12' 27" W a distance of 134.15 feet; thence S 79° 00' 00" W a distance of 182.26 feet; thence S 89° 52' 00" W a distance of 50.91 feet; thence S 79° 00' 00" W a distance of 180 feet; thence S 75° 26' 51" W a distance of 326.95 feet to the Point of Beginning. Described Section Two contains 10.042 acres.

Sycamore Hills Section Two includes lots 15 through 34.

Table with columns: CURVE NUMB., DELTA, RADIUS, CURVE LENGTH, TANGENT, CHORD. Lists curve data for 115 curves.

ROCKE & ASSOCIATES 415 EAST COOK ROAD, SUITE 100 FORT WAYNE, IN 46825 PHONE 219-489-2078

REVISIONS table with columns: NO., DATE, DESCRIPTION.

SYCAMORE HILLS - SECTIONS 1 THRU 4

Section 8. "Lot" shall mean any type of lot, to include a Villa Lot as may be 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 50 feet in width at the established building line as shown on this plat.

Section 9. "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 10. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be added to and brought within the jurisdiction of the Association.

Section 11. "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 Sycamore Hills, Section II.

Section 12. "Subdivision" shall mean Sycamore Hills, Section II, a subdivision located in Aboite Township, Allen County, Indiana.

Section 13. "Sycamore Hills" shall mean and refer collectively to each subdivision or section of the Sycamore Hills Development, the initial plot plan of which is attached as Exhibit B and as it may change from time to time.

Section 14. "Villa Association" shall mean and refer to The Birkdale Villa Association, Inc., its successors and assigns.

Section 15. "Villa By-laws" shall mean the "By-laws" initially adopted by Birkdale Villa Association, Inc. and all amendments and additions thereto.

Section 16. "Villa Dwelling Unit" shall mean and refer to any Dwelling Unit located on a Villa Lot.

Section 17. "Villa Lot" shall mean any of the platted Lots numbered 15 through 34, inclusive.

## ARTICLE II

### PROPERTY RIGHTS

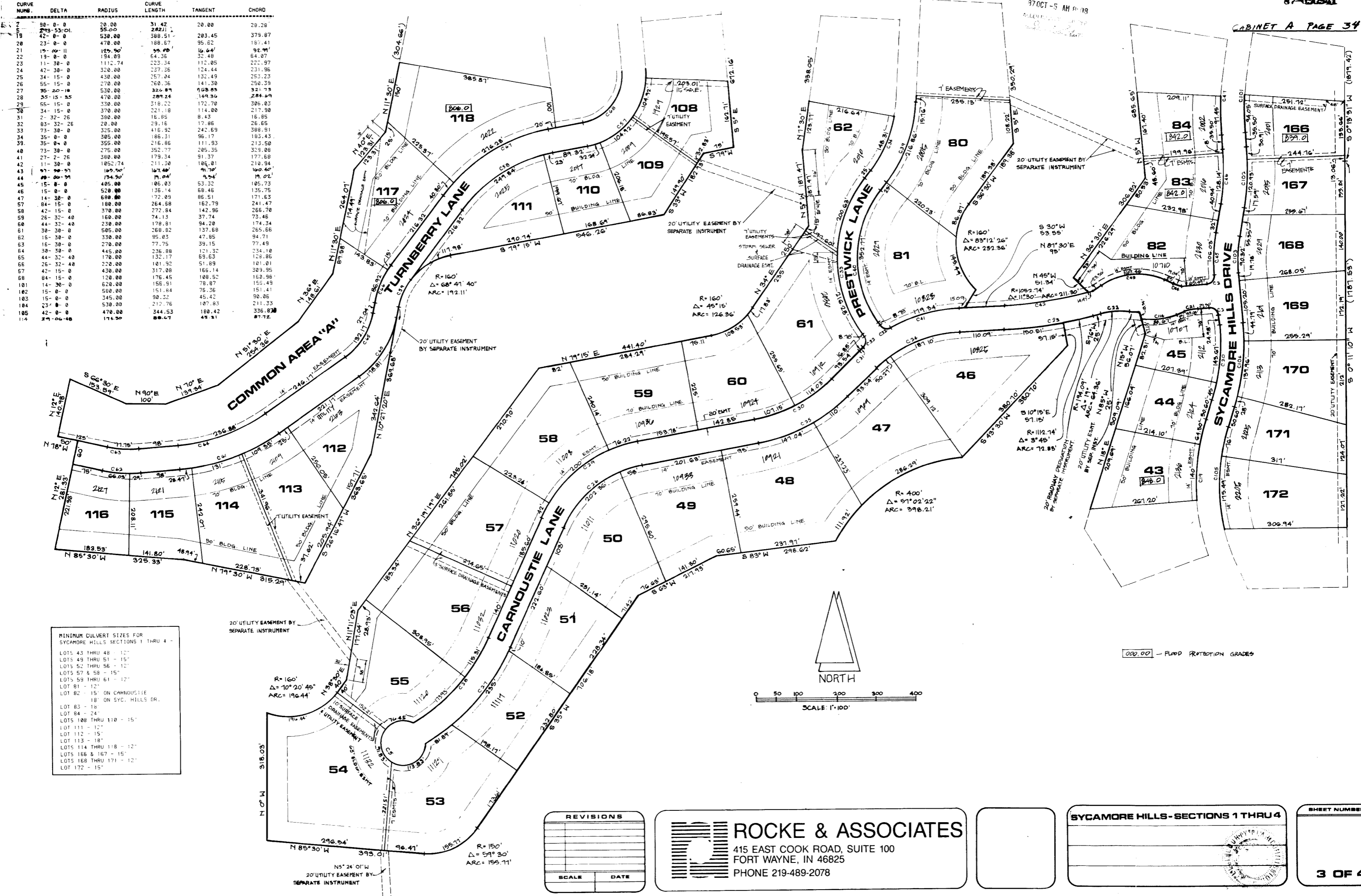
Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be owned by The Association, and which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(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 the use of the recreational facilities by an Owner for any period during which any assessments against his Lot remains unpaid; and for a

8 7 5 0 5 4 1

CURVE NO.	DELTA	RADIUS	CURVE LENGTH	TANGENT	CHORD
1	90° 0' 0"	20.00	31.42	20.00	28.28
2	273° 53' 01"	55.00	282.11	188.57	181.41
3	42° 0' 0"	530.00	388.51	203.45	379.87
4	42° 0' 0"	470.00	338.87	188.57	181.41
5	19° 00' 11"	129.50	81.00	46.44	52.94
6	19° 00' 11"	134.83	84.83	47.87	54.87
7	11° 30' 0"	1112.74	223.34	112.05	222.97
8	42° 30' 0"	320.00	227.26	124.44	231.96
9	34° 15' 0"	430.00	257.84	132.49	252.23
10	55° 15' 0"	270.00	260.39	141.30	250.39
11	35° 20' 18"	530.00	324.87	158.83	321.73
12	35° 15' 05"	470.00	289.24	149.84	284.89
13	55° 15' 0"	330.00	218.22	112.70	206.83
14	34° 15' 0"	370.00	221.18	114.00	217.90
15	2° 32' 26"	380.00	16.85	16.85	16.85
16	83° 32' 26"	20.00	29.16	17.86	26.65
17	73° 30' 0"	325.00	416.92	242.69	398.91
18	35° 0' 0"	385.00	186.31	96.17	183.43
19	35° 0' 0"	355.00	216.86	111.93	213.50
20	73° 30' 0"	275.00	352.77	205.35	323.08
21	27° 2' 26"	380.00	179.34	91.37	177.68
22	11° 30' 0"	1052.74	211.30	106.01	210.94
23	57° 30' 57"	160.40	110.40	55.20	100.40
24	88° 00' 51"	134.50	119.04	59.52	109.02
25	15° 0' 0"	485.00	105.03	53.32	105.73
26	15° 0' 0"	520.00	135.74	68.45	135.75
27	15° 0' 0"	600.00	172.99	86.51	171.63
28	84° 15' 0"	180.00	264.68	152.79	241.47
29	42° 15' 0"	370.00	272.84	142.86	266.70
30	26° 32' 40"	160.00	74.13	37.74	73.46
31	44° 32' 40"	230.00	178.81	94.20	174.24
32	38° 30' 0"	595.00	426.82	257.68	426.82
33	15° 30' 0"	338.00	95.83	47.87	94.71
34	16° 30' 0"	270.00	77.75	39.15	77.49
35	38° 30' 0"	445.00	236.88	121.32	234.10
36	44° 32' 40"	170.00	132.17	69.63	128.86
37	26° 32' 40"	220.00	101.92	51.89	101.81
38	42° 15' 0"	438.00	317.08	166.14	309.95
39	84° 15' 0"	130.00	176.45	108.52	162.98
40	14° 30' 0"	620.00	155.91	78.87	155.91
41	15° 0' 0"	580.00	151.84	75.36	151.41
42	15° 0' 0"	345.00	98.32	45.42	98.06
43	23° 0' 0"	530.00	217.73	107.83	211.33
44	42° 0' 0"	470.00	344.53	180.42	336.82
45	27° 04' 48"	174.50	88.47	45.31	87.12



MINIMUM CULVERT SIZES FOR SYCAMORE HILLS SECTIONS 1 THRU 4 -

- LOTS 43 THRU 48 - 12"
- LOTS 49 THRU 51 - 15"
- LOTS 52 THRU 56 - 12"
- LOTS 57 & 58 - 15"
- LOTS 59 THRU 61 - 12"
- LOT 81 - 12"
- LOT 82 - 15" ON CARNOUSTIE
- LOT 83 - 18" ON SYC. HILLS DR.
- LOT 84 - 24"
- LOTS 108 THRU 110 - 15"
- LOT 111 - 12"
- LOT 112 - 15"
- LOT 113 - 18"
- LOTS 114 THRU 118 - 12"
- LOTS 166 & 167 - 15"
- LOTS 168 THRU 171 - 12"
- LOT 172 - 15"

REVISIONS


SCALE: \_\_\_\_\_ DATE: \_\_\_\_\_

**ROCKE & ASSOCIATES**  
 415 EAST COOK ROAD, SUITE 100  
 FORT WAYNE, IN 46825  
 PHONE 219-489-2078

SYCAMORE HILLS - SECTIONS 1 THRU 4

Professional Engineer Seal:

Professional Engineer  
 No. 118,187  
 State of Indiana  
 Expires 12/31/2024

SHEET NUMBER  
**3 OF 4**

period not to exceed 30 days for any infraction of its published rules and regulations after 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 Class B members. At such time as the Class B membership ceases in accordance with Section 2 of Article III hereof, no further dedication or transfer by the Association of any part of the Common Area to any public agency, authority or utility shall be effective unless an instrument signed by two-thirds (2/3) of the Class A members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his 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 3. Additions to Common Area. The Developer reserves the right so long as Class B members of the Association exist, to convey and transfer to the Association such additional real and/or personal property as the Developer within its sole discretion deems appropriate, and the Association shall accept such transfer and shall hold such property as a part of the Common Area of the Subdivision.

### ARTICLE III

#### ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Villa Lot shall be a member of the Association and a member of the Villa Association. As a member of the Association, Villa Lot Owners shall be subject to all covenants, restrictions, and assessments of The Sycamore Hills Community Association. As a member of the Villa Association, Villa Lot Owners shall also be subject to such covenants, restrictions and special assessments which pertain solely to their ownership of and the maintenance provided to Villa Lots. These memberships shall be appurtenant to and may not be separated from Ownership of a Villa Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all Owners of Lots in the Subdivision (except Northhill Development Corporation) 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. Class B member(s) shall be Northhill Development Corporation, and such member shall be entitled to six (6) votes for each Lot owned. 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 in all sections of Sycamore Hills have been conveyed, or

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SECTION THREE

Beginning at Point "A" of the Section One description; thence N 7° 30' 00" E a distance of 380.42 feet; thence along a tangent curve to the left having a radius of 160 feet and a chord bearing N 16° 30' W for 130.16 feet; an arc distance of 134.04 feet; thence N 40° 30' 00" W a distance of 290 feet; thence N 58° 00' 00" E a distance of 445.04 feet; thence S 17° 30' 00" E a distance of 788.92 feet; thence S 5° 00' 00" E a distance of 173.07 feet; thence N 87° 30' 00" W a distance of 203.53 feet; thence S 45° 40' 48" W a distance of 73.07 feet; thence N 87° 30' 00" W a distance of 198.65 feet to the Point of Beginning. Described Section Three contains 7.483 acres.

Sycamore Hills Section Three includes lots 64 through 78.

SECTION FOUR

Beginning at Point "C" of the Section One description; thence N 45° 00' 00" W a distance of 37.41 feet; thence N 1° 24' 2" W a distance of 358.02 feet; thence N 88° 35' 36" E a distance of 326.10 feet; thence N 83° 19' 29" E a distance of 286 feet; thence S 6° 40' 31" E a distance of 295.11 feet; thence S 45° 00' 00" W a distance of 134.80 feet; thence S 59° 25' 07" W a distance of 133.83 feet; thence S 62° 30' 00" W a distance of 194.37 feet; thence S 51° 00' 00" W a distance of 87.50 feet; thence N 33° 32' 27" W a distance of 187.35 feet; thence along a non-tangent curve to the left having a radius of 125 feet and a chord bearing S 50° 43' 46" W for 24.96 feet; an arc distance of 25 feet; thence N 45° 00' 00" W a distance of 50 feet to the Point of Beginning. Described Section Four contains 6.339 acres.

Sycamore Hills Section Four includes lots 127 through 141.

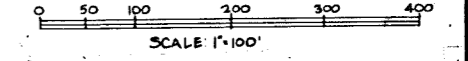
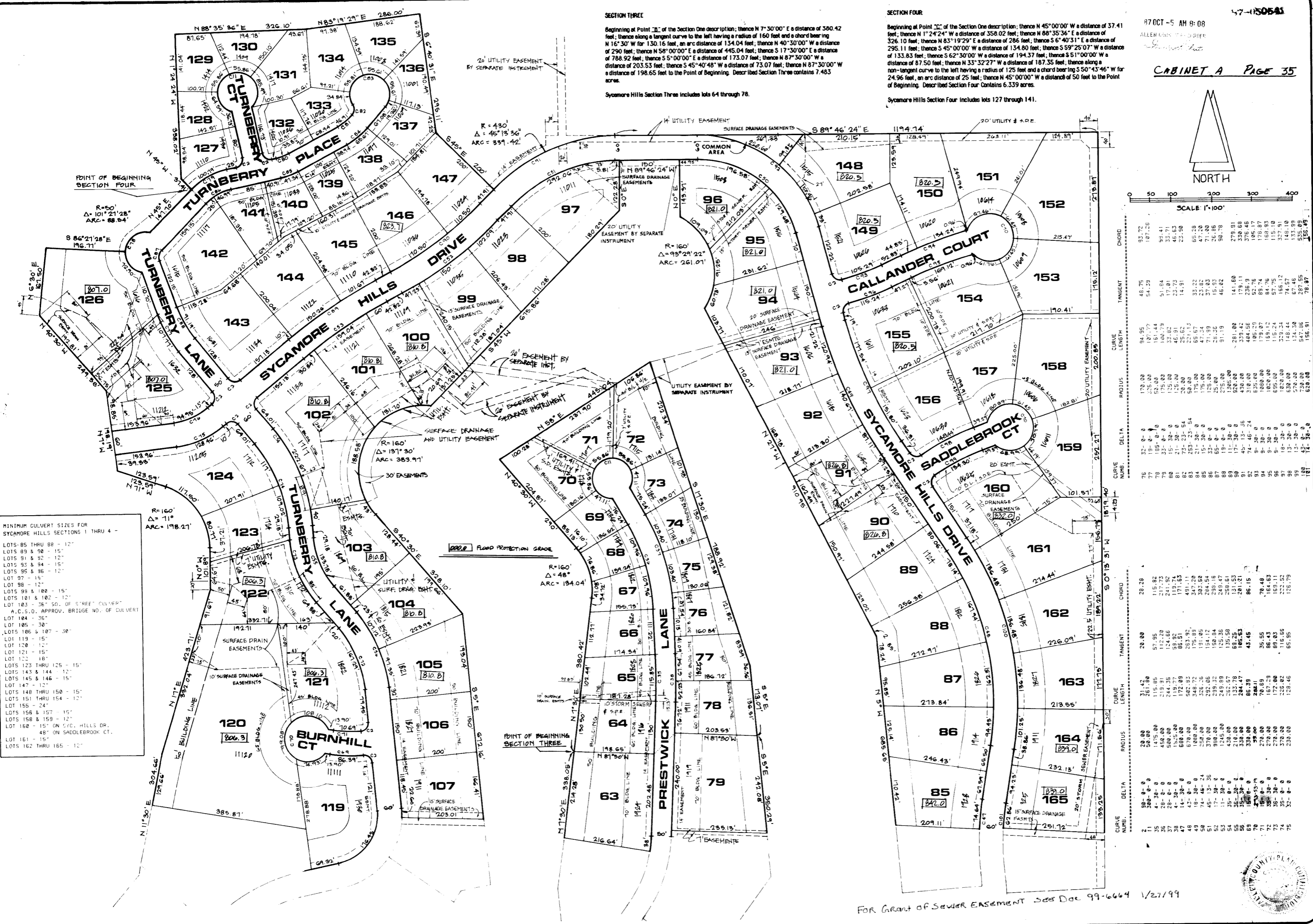


Table with columns: CURVE NUMB., DELTA, RADIUS, CURVE LENGTH, TANGENT, CHORD. Lists curve data for lots 63 through 165.

MINIMUM CULVERT SIZES FOR SYCAMORE HILLS SECTIONS 1 THRU 4 - LOTS 85 THRU 88 - 12" LOTS 89 & 90 - 15" LOTS 91 & 92 - 12" LOTS 93 & 94 - 15" LOTS 95 & 96 - 12" LOT 97 - 15" LOT 98 - 12" LOTS 99 & 100 - 15" LOTS 101 & 102 - 12" LOT 103 - 36" SO. OF STREET CULVERT A.C.S.O. APPROV. BRIDGE NO. OF CULVERT LOT 104 - 36" LOT 105 - 30" LOTS 106 & 107 - 30" LOT 108 - 15" LOT 109 - 15" LOT 110 - 12" LOT 111 - 12" LOT 112 - 18" LOTS 113 THRU 125 - 15" LOTS 126 & 127 - 12" LOTS 128 & 129 - 15" LOTS 130 & 131 - 15" LOTS 132 & 133 - 12" LOTS 134 & 135 - 15" LOTS 136 & 137 - 12" LOTS 138 & 139 - 15" LOTS 140 THRU 150 - 15" LOTS 151 THRU 154 - 12" LOT 155 - 24" LOTS 156 & 157 - 15" LOTS 158 & 159 - 12" LOT 160 - 15" ON S.V.C. HILLS DR. LOT 161 - 15" ON SADDLEBROOK CT. LOTS 162 THRU 165 - 12"

FOR GRANT OF SEWER EASEMENT see Doc. 99-6664 1/27/99



ROCKE & ASSOCIATES 415 EAST COOK ROAD, SUITE 100 FORT WAYNE, IN 46825 PHONE 219-489-2078

REVISIONS table with columns for REVISIONS, SCALE, and DATE.

SYCAMORE HILLS-SECTIONS 1 THRU 4

SHEET NUMBER 4 OF 4

(b) on December 31, 2000.

Section 3. The Villa Association shall have two classes of voting memberships:

Class A. Class A members shall be Owners of Villa Lots in the Subdivision (except Northhill Development Corporation) and such members shall be entitled to one vote for each Villa Lot owned. When more than one person holds an interest in any Villa Lot, all such persons shall be members. The vote for such Villa 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 Villa Lot.

Class B. Class B member(s) shall be Northhill Development Corporation, and such member shall be entitled to six (6) votes for each Villa Lot owned. The Class B memberships shall cease and be converted to Class A memberships on the happening of either of the following events, whichever occurs earlier:

(a) when title to all lots in all sections of Sycamore Hills have been conveyed, or

(b) on December 31, 2000.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Northhill Development Corporation, 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 for capital improvements (3) Club Assessments and (4) Tax Recoupment Assessments, (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. In addition, each Villa Lot Owner agrees to pay to the Villa Association: (1) annual assessments or charges and any such other assessments or charges herein provided, or which may be charged by the Board of Directors of the Villa Association ("Villa Assessments"). All assessments or any installments thereof which are not paid when due shall bear interest 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 or the Villa Association, as the case may be, 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 said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association or the Villa Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

Section 2. Subordination of the Lien to Mortgages. The lien of any assessments provided for in Articles V and VI 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 a judgment and court order on a foreclosure of any first mortgage, shall extinguish the lien of such assessments as to payments which

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become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3. No Exemption from Assessment. No Lot Owner may become exempt from paying any Assessments pursuant to these covenants and restrictions by any waiver of use or abandonment or any other action with respect to the Owner's Lot.

ARTICLE V

ASSOCIATION ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents of Sycamore Hills, and in particular for the improvement and maintenance of ponds and streams, entrance ways (including the textured concrete used to pave the entrance ways, the maintenance of which shall be the obligation of the Association) and all other Common Areas, including but not limited to, repair, maintenance, the cost of labor, equipment and materials, supervision, security, lighting, lawn care, snow removal, insurance, taxes, and all other things necessary or desirable in the opinion of the Board of Directors of the Association in connection therewith.

Section 2. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance by the Developer of the first Lot to an Owner, the maximum annual assessment ("Annual Assessment") shall be One Hundred Fifty Dollars (\$150.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased each year not more than 15% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum Annual Assessment may be increased above 15% by the vote or written assent of 51% of each class of members.

(c) The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum.

Section 3. Special Assessment For Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 51% of each class of members.

Section 4. Notice and Quorum For Any Action Authorized Under Sections 2 and 3. Any action authorized under Sections 2 or 3 of this Article V and requiring a vote or written assent of a certain percentage of the Association membership shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is

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obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 5. Uniform Rate of Assessment. Both Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or yearly basis.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area by the Developer to the Association. 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 the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on the specified Lot have been paid.

Section 7. Club Operating Fund; Assessment. The Developer plans to construct a clubhouse, swimming pool and tennis courts within Sycamore Hills which facilities will be owned and operated by the Association and which will be available for use by members of the Association, members of Sycamore Hills Golf Club, and by the present owner and family of real estate described in Exhibit C and the owners of up to 20 residential lots which may be developed thereon. At such time as construction on said facilities is substantially completed, a Club Operating Fund will be commenced and all Lots within Sycamore Hill shall charge an assessment with respect to the operation and maintenance of said facilities ("Club Assessment"). This Club Assessment will be assessed against each Lot irrespective of whether a Dwelling Unit is located thereon. Such Club Assessment shall bear interest, shall become a lien upon the Lot against which it is assessed, shall become the personal obligation of the Owner of such Lot, and may be collected in accordance with the provisions of Section 1 of Article IV. Club Assessments shall be payable on the first day of January of each year thereafter. All Club Assessments shall be determined by and paid to the Association, and the Association shall be responsible for carrying out the purposes of such Club Assessments.

The amount of the annual Club Assessment shall be established as follows:

(a) Commencing with the year following substantial completion of the clubhouse, swimming pool and tennis courts, the Board of Directors of the Association shall establish a budget for such calendar year and shall determine therefrom the annual Club Assessment for each Lot required to meet said budget. Such budget and Club Assessment for each calendar year shall be established by the Board of Directors at a meeting to be held not later than December 31 of each preceding calendar year. The Board of Directors shall mail to all Association members a copy of a proposed budget and notice of the ensuing year's proposed Club Assessment at least 30 days prior to such meeting.

(b) In determining the amount of the Club Assessment for each Lot, the Board of Directors shall take into consideration the financial obligations of the Sycamore Hills Golf Club, those individuals and organizations

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identified in Section 7 above who may have access to the clubhouse, tennis courts and swimming pool facilities with respect to the operation and maintenance of said facilities.

(c) Said Club Operating Fund shall be used exclusively for the purpose of operating and maintaining said clubhouse, tennis courts and pool as well as all recreational facilities therein or used in connection therewith, including but not limited to, repair, maintenance, cost of labor, equipment, supervision, taxes, insurance, and all other things necessary or desirable in the opinion of the Board of Directors of the Association.

Section 8. Tax Recoupment Assessments. In addition to all other assessments provided for in this Article V, 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 of 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 plan or equipment.

#### ARTICLE VI

##### VILLA ASSOCIATION ASSESSMENT

Section 1. Purpose of Villa Assessments. The Villa Assessments levied by the Villa Association shall be used exclusively for the purpose of paying for the services which are to be provided to each Villa Lot in the Villa Association.

Section 2. Villa Assessment. Prior to January 1 each year, the Board of Directors of the Villa Association shall adopt a budget which shall be used to establish the amount of the Villa Assessments for each Villa Lot based on those expenses for the next fiscal year which are for services provided to each Villa Lot in the Subdivision. The annual Villa budget shall contain the proposed Villa Assessment on each Villa Lot which may vary for each Villa Lot. A Villa Assessment may be assessed whether or not the Villa Lot has a Villa Dwelling Unit located on it or is otherwise improved.

The annual Villa budget and the Villa Assessment shall be established using generally accepted accounting principles applied on a consistent basis. The Villa Association may provide for a reserve for painting expense and other anticipated expenses if the Villa Association Board of Directors and the Villa Lot Owners deem the same as appropriate and necessary. Any delay or failure by the Villa Association Board of Directors to prepare a proposed annual Villa budget and to provide the same to the Villa Lot Owners shall not constitute a waiver or release in any manner of the obligations of each Villa Lot Owner to pay the Villa Assessments as herein provided.

The annual Villa budget shall be submitted at the annual meeting of Villa Lot Owners and shall be approved in whole or in part or may be amended in whole or in part by the majority of the votes cast by Villa Lot Owners, provided, however, in no event shall the annual meeting be adjourned without or until the annual budget is approved at such meeting.

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Immediately following the adoption of the annual Villa budget, each Villa Lot Owner shall be given written notice of the Villa Assessment to be assessed against the Owner's Villa Lot. The Villa Assessment to be assessed against each Villa Lot shall be paid by the Owner of that Villa Lot in advance in equal monthly installments commencing on the first day of January of such calendar year and on the first day of each calendar month thereafter, through and including the following December 1. Payment of the monthly installments of the Villa Assessment shall be made to the Villa Association at the address provided by the Villa Association to each Villa Lot Owner. The Villa Assessment for the year shall become a lien on Villa Lot as of January 1 of each calendar year. The above dates of assessment and payment may be changed by the Villa Association Board of Directors through rules and regulations or provisions in the By-laws without amending this declaration, and the Villa Assessment may be made payable in one or any other number of installments rather than in monthly installments.

Section 3. Villa Association Services.

(a) Landscaping and Planting. The Villa Association shall maintain the landscaping and lawn of each Villa Lot on a scheduled basis as determined by the Villa Association. Owners may plant, install or maintain any flowers, trees shrubbery or other plant materials on a Villa Lot only in accordance with the landscaping plan approved by the Architectural Control Committee (the "Landscaping Plan") or in the area designated as the "Personal Patio Garden" for that Villa Lot on the Landscaping Plan. The Villa Association shall operate and maintain the irrigation system on each Villa Lot, and shall determine the interval of irrigation. All water utilized in the irrigation system for each Villa Lot shall be provided by the Owner of that Villa Lot regardless of whether water from such irrigation system partly irrigates an adjacent Villa Lot. Each Owner shall be responsible for maintaining at the Owner's expense any trees located on the Owners' Villa Lot having a trunk diameter of twelve (12) inches or greater, which maintenance shall include but not be limited to pruning and removing any such trees which are dead or unsightly or any unsightly, dead or dangerous portions of such trees. Trees having a trunk diameter smaller than twelve (12) inches shall be maintained by the Villa Association. In the event the Villa Association advises an Owner in writing that replacement or removal of a portion or all of a tree or trees which Owner is responsible to maintain is necessary, and the Owner fails to maintain or remove such tree or trees after sixty (60) days prior written notice (except that notice is waived in cases of emergency), the Villa Association may in its discretion have the tree or trees maintained or removed and charge the Owner for such services, which charges shall become a lien against the subject Villa Lot, and may be collected, with interest, and foreclosed as set forth in Article IV herein.

The Villa Association may at its option by appropriate resolution, transfer to each Lot Owner the maintenance responsibility for that portion of the lawn and/or landscaping on each Lot which was not initially installed or planted by the Builder/Developer.

(b) Maintenance of Exterior of Villa Dwelling Units. An Owner may not paint, decorate or make any changes in the appearance of any portion of the exterior of any Villa Dwelling Unit, including sidewalks and driveways, which would vary it from the plans which were approved by the Architectural Control Committee for the Villa Dwelling Unit.

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without the prior written approval of the Board of Directors of the Association and the Architectural Control Committee.

The Villa Association shall provide maintenance services for portions of the exterior of each Villa Dwelling Unit at such times and in such amounts as the Villa Association determines from time to time is required. Maintenance by the Villa Association to a Villa Dwelling Unit shall be limited to the painting of any exterior surface which was originally painted when the Villa Dwelling Unit was constructed, the cleaning of eaves troughs, gutters and window wells, if any, minor repairs approved by the Villa Association, and the removal of snow from the sidewalks and driveways according to guidelines for snow removal adopted by the Villa Association. The Villa Association shall not be responsible for the maintenance or repair of the air conditioning or heating system, the windows (except painting as required), screens, privacy fences where permitted, or any breaking or cracking of any concrete or asphalt surfaces. The Owner shall replace and/or repair any portion of the exterior of his Villa Dwelling Unit which is damaged or in need of repair or replacement and shall maintain those portions of the Villa Dwelling Unit which the Villa Association is not required to maintain, which maintenance by the Owner shall include but is not limited to replacement and major repair of siding, roofs, plumbing fixtures, heating and air conditioning systems, driveways, sidewalks, exterior lighting fixtures and other mechanical and electrical systems. The Villa Association may at its option notify any Villa Lot Owner of a repair or replacement or any item of maintenance other than those the Villa Association must provide which is needed on the exterior of the Villa Dwelling Unit or on the Villa Lot and in the event the Owner does not maintain, repair or replace that item within thirty (30) days after such notice is given by the Villa Association, the Villa Association may maintain, repair or replace that item at its expense and charge the cost thereof to the Owner, which cost shall become a lien against the subject Villa Lot, and may be collected, with interest, and foreclosed as set forth in Article IV herein.

Section 4. Villa Lot Owner's Obligations. Each Villa Lot Owner shall, at said Owner's expense, promptly furnish, perform and be responsible for the repair, maintenance, replacement and decoration of the interior of his Villa Dwelling Unit and its contents together with such items which are not maintained by the Villa Association. The Villa Association does not provide or pay for any insurance coverage for any Villa Lot, Villa Dwelling Unit, or the contents thereof, such insurance being Owner's sole responsibility.

## ARTICLE VII

### ARCHITECTURAL CONTROL

No building, fence, wall, swimming pool, spa or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until two sets of plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. Neither the Developer, the Architectural Control Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors or

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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 or the Developer to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action whatever 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.

#### ARTICLE VIII

##### GENERAL PROVISIONS

Section 1. Residential Purposes. No Villa Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Villa Lot other than one detached single-family dwelling not to exceed two and one-half stories in height. Each Dwelling Unit shall include not less than a two car garage, which shall be built as part of said structure and attached thereto.

Section 2. Builder. Developer shall designate a Builder or Builders for the purpose of promoting the efficient and orderly development of the Birkdale Villas and in order to assure quality and consistency of design and construction of the Villa Dwelling Units. The Builder(s) shall have the right to purchase Villa Lots for the purpose of building and reselling Villa Dwelling Units, and shall have the right to construct all Villa Dwelling Units on Villa Lots sold by Developer to individual purchases.

Section 3. Home Occupations. No Villa Lot 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 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 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; and (d) no mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room fortune-telling parlor, licensed child care center or other licensed or regulated babysitting service, animal hospital, or any form of animal care or treatment such as dog trimming be construed as a home occupation.

Section 4. Villa Sizes. No Dwelling Unit shall be permitted on any lot with a living floor area of the main structure exclusive of one-story open porches and garages of

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less than the following number of square feet for the following types of dwellings. In specific given areas, minimum square footage will be the following:

<u>Type of Villa</u>	<u>Minimum Square Footage</u>
One Story	1800 Square feet
Two Story	1000 Square feet on the first floor

Section 5. Garages. All Dwelling Units must have a full size attached garage of at least 575 square feet.

Section 6. Building Setback. No Dwelling Unit shall be located on any Lot nearer to the front Lot line and rear Lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no Dwelling Unit shall be located nearer than a distance of seven (7) feet to a side Lot line, and no nearer than a distance of twenty-five (25) feet to a rear property line if there is no rear set back line shown on the recorded plat.

Section 7. Minimum Building and Lot Size. No Dwelling Unit shall be erected or placed on any Lot having a width of less than 75 feet at the minimum building set back line, nor shall any Dwelling Unit be erected or placed on any Lot having an area of less than 12,000 square feet.

Section 8. Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No Owner of any Villa 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. Electrical service entrance facilities installed for any Dwelling Unit or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Villa Lots and shall carry not less than three (3) wires and have a capacity not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn or landscaping which may result from installation, repair or maintenance of such service.

Section 9. 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 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.

Section 10. Nuisances. No noxious or offensive activity shall be carried on upon any Villa Lot, nor shall anything be

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done thereon which may be or may become any annoyance or nuisance to the neighborhood. 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 the premises, 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. No structure of a temporary character, trailer, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be either used or located on any Villa Lot, or adjacent to any Villa Lot, public street or right-of-way with the Subdivision at anytime, 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 Villa Lot except one sign of not more than five square feet, advertising such Villa Lot for sale or rent, or signs used by a builder to advertise such Lot during the construction and sales period.

Section 13. Radio and Television Antennas. No radio or television antenna with more than thirty (30) square feet of grid area or which attains a height of six (6) feet above the highest point of the roof shall be attached to any Dwelling Unit. No free standing radio or television antenna shall be permitted on any Villa Lot. No television receiving disk or dish shall be permitted on any Villa Lot or on any Dwelling Unit. No solar panels attached or detached shall be permitted.

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 Villa 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 Villa Lot.

Section 15. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Villa 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.

Section 16. Service Screening, Storage Areas. Garbage and refuse shall be placed in containers, which shall be concealed and contained within the Dwelling Unit, or shall be concealed by means of a screening wall of material similar to and compatible with that of the Dwelling Unit or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year. These elements shall be integrated with the Dwelling Unit plan, be designed so as not to attract attention, and shall be located in as reasonably inconspicuous manner as is possible. Unless specifically approved by the Architectural Control Committee in writing, no materials, supplies or equipment shall be stored on a Lot except inside a closed Dwelling Unit, or behind a visual barrier screening such areas so that they are not visible from neighboring streets or Lots.

Section 17. Building Materials. All Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. 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

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structure of any Lots of said Subdivision and 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 Villa Lots.

Section 18. Driveways. All driveways from the street to the garage shall be poured concrete or masonry and not less than sixteen (16) feet in width.

Section 19. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Villa Lots in this Subdivision.

Section 20. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets, as shown on this 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 8 and 9 or this Section 20 of this Article VIII, 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 Villa Lot in this Subdivision shall be used and occupied as a dwelling or as otherwise provided by the Subdivision restrictions above, the developer or any subsequent Owner of said Villa Lot shall install improvements serving said Villa Lot provided in said plans and specifications for this Addition filed with the County of Allen. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana or by any aggrieved Lot Owner in this Subdivision.

Section 23. Flood Protection Grade. In order to minimize potential damages from surface water, flood protection grades are established as set forth below. All Dwelling Units to be constructed on the Lots designated herein shall be constructed at or above the minimum flood protection grades; such grades shall be the minimum elevation of a first floor or the minimum sill elevation of any opening below the first floor. The following Lots have flood protection grades above mean sea level as follows:

Lots 19 - 22: 836.0

Section 24. Permits and Certificates. Before any Dwelling Unit located on any Villa 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 25. Pools and Hot Tubs. No above ground pool which requires a filtration system or other above ground pool which is more than six (6) feet in diameter and 18 inches deep

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shall be placed or maintained on any Villa Lot. No in ground swimming pool or hot tub or spa may be placed or maintained on any Villa Lot without the prior written approval of the Architectural Control Committee in accordance with Article VII.

Section 26. Fencing. The only fencing permitted shall be a privacy fence around an immediate patio of not more than six feet which must be approved by the Architectural Control Committee in writing, unless a variance from this fence requirement shall have been approved in writing by the Architectural Control Committee. Notwithstanding the foregoing, patio fencing and any other privacy fencing shall not be permitted on Lots 18-28.

Section 27. Mailboxes. Type, location and installation of mailboxes shall be the responsibility of the Developer.

Section 28. Chimneys. All fireplace chimneys shall be of masonry construction.

Section 29. Time for Building Completion and Restoration. Every Dwelling Unit on any Villa Lot in the Subdivision 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 Continuous Lots. Whenever two (2) or more contiguous Lots in the Subdivision shall be owned by the same person, and such Owner shall desire to use two or more of said Villa Lots as a site for a single Dwelling Unit, he 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 a use shall be granted, the Lots constituting the site for such a 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.

Section 31. Enforceability. The Association, Villa Association or the Developer 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 these covenants and restrictions. Failure by the Association, the Villa 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 and the Association, acting through their respective representatives, shall have the right, during reasonable hours, to enter upon and inspect the Lot and Dwelling Unit, whether prior to, during, or after the completion of, any construction, for purposes 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. Notwithstanding the foregoing, an occupied Dwelling Unit may not be entered hereunder unless written notice of such proposed entry shall have been given to the Owner at least five days prior to such entry.

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Section 33. Partial Invalidation. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision 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 covenants and restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these covenants and restrictions may be amended by an instrument signed by not less than 75% of the Lot Owners, and provided further, the Developer, its successors or assigns shall, with the approval of the Allen County Plan Commission, have the exclusive right for a period of two years (2) from the date of recording of the plat to amend any of the Covenants and Restrictions.

Section 35. Subdivision of Lots. No Lot or combination of Lots may be further subdivided unless 75% of the Lot Owners 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 surrounding and other Dwelling Units. The Architectural Control Committee shall have the right to approve or disapprove materials and colors so controlled.

Section 37. Yard Lights. A dusk to dawn light (or gas light) of type and location approved by the Architectural Control Committee shall be installed by the builder or Lot Owner on each Lot in front of the front building line.

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, other than that as related to the construction of a Dwelling Unit.

Section 39. Access to Golf Course. Access to the grounds of the Sycamore Hills Golf Club shall only be permitted at such locations as shall be agreed to and designated by the Sycamore Hills Golf Club and the Developer.

Section 40. Easement Across Lots Adjacent to Golf Course. Until such time as a Dwelling Unit is constructed on a Lot which borders a fairway area of the Sycamore Hills Golf Club the operator of Sycamore Hills Golf Club shall have a license to permit and authorize their agents and registered golf course players and their caddies to enter upon a Lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass.

Section 41. Interference with Play on Golf Course. Owners of Lots bordering on fairways of the Sycamore Hills Golf Club shall be obligated to refrain from any actions which would detract from the playing qualities of the course. During any golf tournament held at the Sycamore Hills Golf Club which is sanctioned by any professional golfers' association or international, national or state amateur golf organization, Owners of Lots bordering fairways shall suspend all construction activity, lawn maintenance and all other abnormally noisy activities which may cause disturbance to the play on the golf course.

Section 42. Cost and Attorney's Fees. In any proceeding arising because of the failure of an Owner to pay any

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assessments or amounts due pursuant to this Declaration, the By-Laws or any rules and regulations adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its costs, to include its reasonable attorney's fees.

Section 43. Annexation. Additional properties may be annexed by Developer and made subject to this Declaration. Said additional properties may be developed for condominiums, villas and single family residences. Said annexation may be perfected without the consent of the Owners.

IN WITNESS WHEREOF, Northhill Development Corporation, Owner of the real estate described in said plat, has set its hand and seal this 1 day of October, 1987.

NORTHILL DEVELOPMENT CORPORATION

By [Signature]  
its PRESIDENT

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF ALLEN     )

Before the undersigned, a Notary Public in and for said County and State, personally appeared THOMAS J. ECKRICH, PRESIDENT of Northhill Development Corporation, and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 1 day of October, 1987.

[Signature]  
Notary Public  
HELEN J. KESSLER  
Printed Name

My Commission Expires:  
FEBRUARY 15, 1989

County of Residence:  
ALLEN

This instrument was prepared by Richard D. Robinson, Attorney at Law.

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9/30/87 11C

87-050541

*Frank R. Brown*  
AUDITOR OF ALLEN COUNTY

OCT 03 1987

DULY ENTERED FOR RECORD

DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,  
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED  
TO AS PART OF THE DEDICATION AND PLAT OF  
SYCAMORE HILLS, SECTION I  
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

Northhill Development Corporation, an Indiana corporation, hereby declares that it is the Owner and Developer of real estate which includes Sycamore Hills, Section I, described in Exhibit A, which is attached hereto, and does hereby lay off, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. The Subdivision shall be known and designated as Sycamore Hills, Section I, a Subdivision in Aboite Township, Allen County, Indiana.

The Lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The Lots are numbered from 1 through 14, 35 through 63, 79 through 126, and 142 through 189, 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 purposes.

87 OCT -5 AM 8:08  
ALLEN COUNTY RECORDER  
*Debra S. ...*

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to the Sycamore Hills Community Association, Inc., its successors and assigns.

Section 2. "By-Laws" shall mean the By-Laws initially adopted by SYCAMORE HILLS COMMUNITY ASSOCIATION, INC. and all amendments and additions thereto.

Section 3. "Committee" shall mean the Architectural Control Committee, composed of three members initially appointed by the Developer. The members shall be subject to removal by the Association at any time with or without cause. Any vacancies from time to time shall be filled pursuant to the By-Laws of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Developer" shall mean and refer to Northhill Development Corporation, its successors and assigns.

Section 6. " 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 7. "Lot" shall mean any type of Lot as platted or any tract or tracts of land as conveyed originally or by

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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 50 feet in width at the established building line as shown on this plat.

Section 8. "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 9. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be added to and brought within the jurisdiction of the Association.

Section 10. "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 Sycamore Hills, Section I.

Section 11. "Subdivision" shall mean Sycamore Hills, Section I, a subdivision located in Aboite Township, Allen County, Indiana.

Section 12. "Sycamore Hills" shall mean and refer collectively to each subdivision or section of the Sycamore Hills development, the initial plot plan of which is attached as Exhibit B and as it may change from time to time.

## ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be owned by the Association, and 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 the use of the recreational facilities by an Owner for any period during which any assessments against such Owner's Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after 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 Class B members. At such time as the Class B membership ceases in accordance with Section 2 of Article III hereof, no further dedication or transfer by the Association of any part of the Common Area to any public agency, authority or utility shall be effective unless an instrument signed by two-thirds (2/3) of the Class A members agreeing to such dedication or transfer has been recorded.

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Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his 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 3. Additions to Common Area. The Developer reserves the right so long as Class B members of the Association exist, to convey and transfer to the Association such additional real and/or personal property as the Developer within its sole discretion deems appropriate, and the Association shall accept such transfer and shall hold such property as a part of the Common Area of the Subdivision.

ARTICLE III  
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot 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 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all Owners of Lots in the Subdivision (except Northhill Development Corporation) 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. Class B member(s) shall be Northhill Development Corporation, and such member(s) shall be entitled to six (6) votes for each Lot owned. 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 in all sections of Sycamore Hills have been conveyed, or

(b) on December 31, 2000.

ARTICLE IV  
COVENANT FOR MAINTENANCE AND OTHER ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Northhill Development Corporation 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 for capital improvements, (3) Club Assessments, (4) Tax Recoupment Assessments, (as provided in Sections 3, 4, 8 and 9, respectively, of this Article IV); such assessments to be established and collected as hereinafter provided. Assessments or any installments thereof which are not paid when due shall bear interest 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 said Owner's Lot in the office of the Recorder of Allen County, Indiana, which

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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.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents of Sycamore Hills, and in particular for the improvement and maintenance of the ponds and streams, entrance ways (including the textured concrete used to pave the entrance ways, the maintenance of which shall be the obligation of the Association) and all other Common Areas, including but not limited to, repair, maintenance, the cost of labor, equipment and materials, supervision, security, lighting, lawn care, snow removal, insurance, taxes, and all other things necessary or desirable in the opinion of the Board of Directors of the Association in connection therewith.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance by the Developer of the first Lot to an Owner, the maximum annual assessment ("Annual Assessment") shall be One Hundred Fifty Dollars (\$150.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased each year not more than 15% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased above 15% by the vote or written assent of 51% of each class of members.

(c) The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum.

Section 4. Special Assessments For Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 51% of each class of members.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Any action authorized under Sections 3 or 4 of this Article IV and requiring a vote or written assent of a certain percentage of the Association membership shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 6. Uniform Rate of Assessment. Both Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or yearly basis.

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Section 7. Date of Commencement of Annual Assessments:  
Due Dates. The Annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area by the Developer to the Association. 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 the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Club Operating Fund; Assessment. The Developer plans to construct a clubhouse, swimming pool and tennis courts within Sycamore Hills which facilities will be owned and operated by the Association, and which will be available for use by members of the Association, members of the Sycamore Hills Golf Club, and by the present owner and family of the real estate described in Exhibit C and the owners of up to 20 residential lots which may be developed thereon. At such time as construction on said facilities is substantially completed, a Club Operating Fund will be commenced and all Lots within Sycamore Hills shall be charged an assessment (in addition to the Annual Assessments and Special Assessments provided in Sections 3 and 4, respectively) with respect to the operation and maintenance of said facilities ("Club Assessment"). This Club Assessment will be assessed against each Lot irrespective of whether a Dwelling Unit is located thereon. Such Club Assessment shall bear interest, shall become a lien upon the Lot against which it is assessed, shall become the personal obligation of the Owner of such Lot, and may be collected in accordance with the provisions of Section 1 of this Article IV. Club Assessments shall be payable on the first day of January of each year thereafter. All Club Assessments shall be determined by and paid to the Association, and the Association shall be responsible for carrying out the purposes of such Club Assessments.

The amount of the annual Club Assessment shall be established as follows:

(a) Commencing with the year following substantial completion of the clubhouse, swimming pool and tennis courts, the Board of Directors of the Association shall establish a budget for such calendar year and shall determine therefrom the annual Club Assessment for each Lot required to meet said budget. Such budget and Club Assessment for each calendar year shall be established by the Board of Directors at a meeting to be held not later than December 31st of each preceding calendar year. The Board of Directors shall mail to all Association members a copy of a proposed budget and notice of the ensuing year's proposed Club Assessment at least 30 days prior to such meeting.

(b) In determining the amount of the Club Assessment for each Lot, the Board of Directors shall take into consideration the financial obligation of the Sycamore Hills Golf Club, and those individuals and organizations identified in Section 8 above who may have access to the clubhouse, tennis courts and swimming pool facilities with respect to the operation and maintenance of said facilities.

(c) Said Club Operating Fund shall be used exclusively for the purpose of operating and maintaining said clubhouse, tennis courts and pool as well as all

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recreational facilities therein or used in connection therewith, including but not limited to, repair, maintenance, cost of labor, equipment, supervision, taxes, insurance, and all other things necessary or desirable in the opinion of the Board of Directors of the Association.

Section 9. Tax Recoupment Assessments. In addition to all other assessments provided for in this Article IV, 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 of 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 10. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment (including Annual Assessments, Special Assessments, Club Assessments and Tax Recoupment Assessments) not paid within thirty (30) days after the due date shall bear interest from the due date as provided in Section 1 of this Article IV. The Association may bring an action at law against the Owner personally obligated to pay the same; may foreclose the lien against the property in accordance with the provisions of Section 1 of this Article IV; or may do both. No Owner may waive or otherwise escape personal liability for the assessments provided for in this Article IV by non-use of the Common Area or the Club facilities or by abandonment of his Lot.

Section 11. Subordination of the Lien to Mortgages. The lien of any assessments provided for in this Article IV shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect such assessment lien. However, the sale or transfer of any Lot pursuant to a judgment and court order on a foreclosure of any first mortgage, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V ARCHITECTURAL CONTROL

No building, improvement, construction, excavation, landscaping, fence, wall, swimming pool or spa or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until two sets of plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee in accordance with the Sycamore Hills Design Standards. All approvals shall be requested by submission to the Architectural Control Committee of plans and specifications in duplicate, showing the following:

- (a) Existing and proposed land contours and grades;
- (b) The Dwelling Unit, and other improvements, access drives, and other improved areas, and the locations thereof on the site;

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(c) All landscaping, including existing and proposed tree locations and planting areas (and specie thereof), mail boxes, and exterior ornamentation;

(d) Plans for all floors, cross sections and elevations, including projections and wing walls;

(e) Exterior lighting plans;

(f) Walls, fencing, and screening;

(g) Patios, decks, pools, and porches.

Neither the Developer, the Architectural Control Committee, nor any member 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 or the Developer to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action whatever 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 of 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.

#### ARTICLE VI GENERAL PROVISIONS

Section 1. Residential Purposes. 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 Dwelling Unit shall include not less than a two car garage, which shall be built as part of said structure and attached thereto.

Section 2. Home Occupations. No Lot 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 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; and (d) no mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, licensed child care center or other licensed or regulated babysitting service, animal hospital, or any form of animal care or treatment such as dog trimming be construed as a home occupation.

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Section 3. Building Sizes. No Dwelling Unit shall be built on any Lot having the living area of the main structure, exclusive of one-story open porches, breezeways or garages of less than the following number of square feet for the following types of dwellings. In specific given areas, minimum square footage will be the following:

<u>Type of Home</u>	<u>Minimum Square Footage</u>
One Story	2,600 square feet
Two Story	2,800 square feet
1-1/2 Story, Bi-Level and Tri-Level	2,800 square feet (permitted only on specified terrain as designated by the developer)

Except That,

On Lots numbered 46 through 63, Lots numbered 79 through 81, and Lots numbered 112 through 120, all inclusive, the minimum square footage shall be as follows:

<u>Type of Home</u>	<u>Minimum Square Footage</u>
One Story	3,000 square feet
Two Story	3,200 square feet
1-1/2 Story, Bi-Level and Tri-Level	3,200 square feet (permitted only on specified terrain as designated by the developer)

Section 4. Garages. All Dwelling Units must have a full size attached garage of at least 650 square feet. Such attached garage must be either a rear or side-load garage. Exceptions to this section may be granted by the Architectural Control Committee in accordance with the provisions of Article V.

Section 5. Building Setback. 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, no Dwelling Unit shall be located nearer than a distance of seven (7) feet to a side Lot line, and no nearer than a distance of twenty-five (25) feet to a rear property line if there is no rear setback line shown on the recorded plat.

Section 6. Minimum Building and Lot Size. No Dwelling Unit 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 Unit be erected or placed on any Lot having an area of less than 12,000 square feet.

Section 7. 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. Electrical service entrance facilities installed for any Dwelling Unit or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all

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Lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn or landscaping which may result from installation, repair or maintenance of such service.

Section 8. 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 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. In order to assure proper surface drainage along roadways and underneath driveways, culvert piping lying underneath driveways shall be installed at the expense of the Owner and shall be sized as follows:

Lots 1 - 4: 12"	Lot 111: 12"
Lot 5: 15"	Lot 112: 15"
Lots 6 - 10: 12"	Lot 113: 18"
Lots 11 - 15: 15"	Lots 114 - 118: 12"
Lot 35: 15"	Lot 119: 15"
Lots 36 - 39: 12"	Lot 120: 12"
Lots 40 - 42: 15"	Lot 121: 15"
Lots 43 - 48: 12"	Lot 122: 18"
Lots 49 - 51: 15"	Lots 123 - 125: 15"
Lots 52 - 56: 12"	Lots 143 - 144: 12"
Lots 57 - 58: 15"	Lots 145 - 146: 15"
Lots 59 - 61: 12"	Lot 147: 12"
Lot 81: 12"	Lots 148 - 150: 15"
Lot 82: 15" on Carnoustie	Lots 151 - 154: 12"
18" on Syc. Hills Dr.	Lot 155: 24"
Lot 83: 18"	Lots 156 - 157: 15"
Lot 84: 24"	Lots 158 - 159: 12"
Lots 85 - 88: 12"	Lot 160: 15" on Syc. Hills Dr.
Lots 89 - 90: 15"	48" on Saddlebrook Ct.
Lots 91 - 92: 12"	Lot 161: 15"
Lots 93 - 94: 15"	Lots 162 - 165: 12"
Lots 95 - 96: 12"	Lots 166 - 167: 15"
Lot 97: 15"	Lots 168 - 171: 12"
Lot 98: 12"	Lot 172: 15"
Lots 99 - 100: 15"	Lot 173: Double 18"
Lots 101 - 102: 12"	Lot 174: 18"
Lot 103: 36" So. of Street	Lots 175 - 180: 15"
Culvert A.C.S.O.	Lots 181 - 182: 18"
Approv. Bridge No.	Lots 183 - 188: 12"
of Culvert	Lot 189: 15"
Lot 104: 36"	
Lot 105: 30"	
Lots 106 - 107: 30"	
Lots 108 - 110: 15"	

Section 9. Maintenance of Lots and Dwelling Units. No Lot and no Dwelling Unit shall be permitted to become overgrown, unsightly or to fall into disrepair. All Dwelling Units shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Architectural Control Committee. Each Owner, for himself and his successors and assigns, hereby grants to the Association, jointly and severally, the right to make any necessary alterations, repairs or maintenance approved by the

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Architectural Control Committee to carry out the intent of this provision and they further agree 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 IV, above, and such amounts shall become a lien upon the Lot as provided in Article IV.

Section 10. Landscaping. The Lots shall be landscaped according to plans approved by the Architectural Control Committee. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Landscaping as approved by the Architectural Control Committee shall be installed no later than one hundred eighty (180) days following occupancy of or completion of the Dwelling Unit, whichever occurs first.

Section 11. Nuisances. 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 to the neighborhood. 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 the premises, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

Section 12. Temporary Structures and Storage. No structure of a temporary character, trailer, boat trailer, truck, commercial vehicle, recreational vehicle (RV), camper shell, all terrain vehicle (ATV), camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be either used or located on any Lot, or adjacent to any Lot, public street or right-of-way with the Subdivision at anytime, or used as a residence either temporarily or permanently.

Section 13. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet, advertising such Lot for sale, or signs used by a builder to advertise such Lot during the construction and sales period.

Section 14. Radio and Television Antennas. No radio or television antenna shall be attached to any Dwelling Unit. No free standing radio or television antenna shall be permitted on any Lot. No television receiving disk or dish shall be permitted on any Lot or on any Dwelling Unit. No solar panels attached or detached shall be permitted.

Section 15. 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 16. 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.

Section 17. Building Materials. All Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. 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.

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on any Lots of said Subdivision and 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.

Section 18. Driveways. All driveways from the street to the garage shall be poured concrete, masonry or asphalt and not less than sixteen (16) feet in width. All culvert pipe under driveways shall be capped at both ends with tapered metal end sections.

Section 19. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lots in this Subdivision.

Section 20. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets, as shown on this 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 7 and 8 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. Flood Protection Grade. In order to minimize potential damages from surface water, flood protection grades are established as set forth below. All Dwelling Units to be constructed on the Lots designated herein shall be constructed at or above the minimum flood protection grades; such grades shall be the minimum elevation of a first floor or the minimum sill elevation of any opening below the first floor. The following Lots have flood protection grades above mean sea level as follows:

Lots 41 - 43:	848.0	Lots 120 - 122:	806.3
Lots 83 - 85:	842.0	Lots 125 - 126:	807.0
Lots 90 - 91:	826.8	Lot 146:	823.7
Lots 93 - 96:	821.0	Lots 148 - 150:	820.5
Lot 100 - 105:	810.8	Lot 155:	820.5
Lots 117 - 118:	806.0	Lot 160:	832.0
		Lots 164 - 166:	839.0
		Lots 173 - 174:	851.0

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Section 24. 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 25. Pools and Hot Tubs. No above ground pool which requires a filtration system or other above ground pool which is more than six (6) feet in diameter and 18 inches deep shall be placed or maintained on any Lot. No in ground swimming pool or hot tub or spa may be placed or maintained on any Lot without the prior written approval of the Architectural Control Committee in accordance with Article V. Tennis courts shall be permitted only with the prior written approval of the Architectural Control Committee.

Section 26. Fencing. The only fencing permitted shall be a privacy fence of not more than six feet in height around an immediate patio or a split rail fence two (2) rails high and not to exceed four (4) feet in height. In any event, all proposed fencing must be approved by the Architectural Control Committee in writing.

Section 27. Service Screening, Storage Areas. Garbage and refuse shall be placed in containers, which shall be concealed and contained within the Dwelling Unit, or shall be concealed by means of a screening wall of material similar to and compatible with that of the Dwelling Unit or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year. These elements shall be integrated with the Dwelling Unit plan, be designed so as not to attract attention, and shall be located in as reasonably inconspicuous manner as is possible. Unless specifically approved by the Architectural Control Committee in writing, no materials, supplies or equipment shall be stored on a Lot except inside a closed Dwelling Unit, or behind a visual barrier screening such areas so that they are not visible from neighboring streets or Lots.

Section 28. Mailboxes. The initial type, location, and installation of mailboxes shall be the responsibility of the Developer.

Section 29. Time for Building Completion and Restoration. Every Dwelling Unit on any Lot in the Subdivision 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 in the Subdivision shall be owned by the same person, and such Owner shall desire to use two or more of said Lots as a site for a single Dwelling Unit, he 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 a 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.

Section 31. Enforceability. The Association or the Developer, 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 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.

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Section 32. Right of Entry. The Developer and the Association, acting through their respective representatives, shall have the right, during reasonable hours, to enter upon and inspect the Lot and Dwelling Unit, whether prior to, during, or after the completion of, any construction, for purposes 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. Notwithstanding the foregoing, an occupied Dwelling Unit may not be entered hereunder unless written notice of such proposed entry shall have been given to the Owner at least five days prior to such entry.

Section 33. Partial Invalidation. Invalidation of any one of these Restrictions by judgment or court order shall in no wise 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; provided these Restrictions may be amended by an instrument signed by not less than 75% of the Lot Owners, and provided further, the Developer, its successors or assigns shall, with the approval of the Allen County Plan Commission, have the exclusive right for a period of two (2) years from the date of recording of the plat to amend any of the Covenants and Restrictions.

Section 35. Chimneys. All exterior fireplace chimneys shall be of masonry construction.

Section 36. Subdivision of Lots. No Lot or combination of Lots may be further subdivided unless 75% of the Lot Owners have approved by signing an instrument of approval and until said approval has been obtained from the Allen County Plan Commission.

Section 37. Exterior Building Surfaces. All exterior building surfaces, materials and colors shall be harmonious and compatible with colors of the natural surrounding and other Dwelling Units. The Architectural Control Committee shall have the right to approve or disapprove materials and colors so controlled.

Section 38. 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 39. Yard Lights. A dusk to dawn light (or gas light) of type and location approved by the Architectural Control Committee shall be installed by the builder or Lot Owner on each Lot in front of the front building line.

Section 40. 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 41. Limitation of Access. Lots 1 through 4 and Lots 186 through 189 shall not have any right to direct access to the Covington Road right-of-way from said Lots.

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Section 42. Access to Golf Course. Access to the grounds of the Sycamore Hills Golf Club shall only be permitted at such locations as shall be agreed to and designated by the Sycamore Hills Golf Club and the Developer.

Section 43. Easement Across Lots Adjacent to Golf Course. Until such time as a Dwelling Unit is constructed on a Lot which borders a fairway area of the Sycamore Hills Golf Club the operator of Sycamore Hills Golf Club shall have a license to permit and authorize their agents and registered golf course players and their caddies to enter upon a Lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass.

Section 44. Interference with Play on Golf Course. Owners of Lots bordering on fairways of the Sycamore Hills Golf Club shall be obligated to refrain from any actions which would detract from the playing qualities of the course. During any golf tournament held at the Sycamore Hills Golf Club which is sanctioned by any professional golfers' association or international, national or state amateur golf organization, Owners of Lots bordering fairways shall suspend all construction activity, lawn maintenance and all other abnormally noisy activities which may cause disturbance to the play on the golf course.

Section 45. Cost and Attorney's Fees. In any proceeding arising because of the failure of an Owner to pay any assessments or amounts due pursuant to this Declaration, the By-laws, or any rules and regulations adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its costs, to include its reasonable attorney's fees.

Section 46. Annexation. Additional properties may be annexed by Developer and made subject to this Declaration. Said additional properties may be developed for condominiums, villas and single family residences. Said annexation may be perfected without the consent of the Owners.

IN WITNESS WHEREOF, Northhill Development Corporation, Owner of the real estate described in said plat, has set its hand and seal this 1 day of October, 1987.

NORTHILL DEVELOPMENT CORPORATION

  
BY \_\_\_\_\_ 108  
Its PRESIDENT

STATE OF INDIANA    )  
                          ) SS:  
COUNTY OF ALLEN    )

Before the undersigned, a Notary Public in and for said County and State, personally appeared THOMAS J. ECKRICH, PRESIDENT of Northhill Development Corporation, and acknowledged the execution of the above and foregoing instrument

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on behalf of said corporation for the purposes and uses therein. IC  
set forth this 1 day of October, 1987.

Helmut J. Kessler  
Notary Public  
Helmut J. Kessler  
Printed Name

My Commission Expires:

FEBRUARY 15, 1989

County of Residence:

ALLEN

This instrument prepared by Richard D. Robinson, Attorney at Law.

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87-050541

*Frank R. Bloom*  
AUDITOR OF ALLEN COUNTY

OCT 02 1987

DULY ENTERED FOR TAXATION

DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,  
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED  
TO AS PART OF THE DEDICATION AND PLAT OF  
SYCAMORE HILLS, SECTION III  
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

Northhill Development Corporation, an Indiana corporation, hereby declares that it is the Owner and Developer of real estate which includes Sycamore Hills, Section III, described in Exhibit A which is attached hereto, and does hereby lay off, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. The Subdivision shall be known and designated as Sycamore Hills, Section III Prestwick Villas, a Subdivision in Aboite Township, Allen County, Indiana.

The Lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 64 to 78, 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 purposes.

87OCT -5 AM 8:08  
ALLEN COUNTY RECORDER  
*Q. E. Schmitt*

ARTICLE I

Section 1. "Association" shall mean and refer to the Sycamore Hills Community Association, Inc., its successors and assigns.

Section 2. "Builder" shall mean a builder or builders who shall be designated by the Developer for the purpose of building the Villa Dwelling Units.

Section 3. "By-laws" shall mean the "By-laws" initially adopted by Sycamore Hills Community Association, Inc. and all amendments and additions thereto.

Section 4. "Committee" shall mean The Architectural Control Committee, composed of three members initially appointed by the Developer. The members shall be subject to removal by the Association at any time with or without cause. Any vacancies from time to time shall be filled pursuant to the By-Laws of the Association.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 6. "Developer" shall mean and refer to Northhill Development Corporation, its successors and assigns.

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.

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Section 8. "Lot" shall mean any type of lot, to include a Villa Lot as may be 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 50 feet in width at the established building line as shown on this plat.

Section 9. "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 10. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be added to and brought within the jurisdiction of the Association.

Section 11. "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 Sycamore Hills, Section III.

Section 12. "Subdivision" shall mean Sycamore Hills, Section III, a subdivision located in Aboite Township, Allen County, Indiana.

Section 13. "Sycamore Hills" shall mean and refer collectively to each subdivision or section of the Sycamore Hills Development, the initial plot plan of which is attached as Exhibit B and as it may change from time to time.

Section 14. "Villa Association" shall mean and refer to The Prestwick Villa Association, Inc., its successors and assigns.

Section 15. "Villa By-laws" shall mean the "By-laws" initially adopted by Prestwick Villa Association, Inc. and all amendments and additions thereto.

Section 16. "Villa Dwelling Unit" shall mean and refer to any Dwelling Unit located on a Villa Lot.

Section 17. "Villa Lot" shall mean any of the platted Lots numbered 64 through 78, inclusive.

## ARTICLE II

### 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 owned by The Association, and 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 the use of the recreational facilities by an Owner for any period during which any assessments against his Lot remains unpaid; and for a

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period not to exceed 30 days for any infraction of its published rules and regulations after 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 Class B members. At such time as the Class B membership ceases in accordance with Section 2 of Article III hereof, no further dedication or transfer by the Association of any part of the Common Area to any public agency, authority or utility shall be effective unless an instrument signed by two-thirds (2/3) of the Class A members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his 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 3. Additions to Common Area. The Developer reserves the right so long as Class B members of the Association exist, to convey and transfer to the Association such additional real and/or personal property as the Developer within its sole discretion deems appropriate, and the Association shall accept such transfer and shall hold such property as a part of the Common Area of the Subdivision.

### ARTICLE III

#### ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Villa Lot shall be a member of the Association and a member of the Villa Association. As a member of the Association, Villa Lot Owners shall be subject to all covenants, restrictions, and assessments of The Sycamore Hills Community Association. As a member of the Villa Association, Villa Lot Owners shall also be subject to such covenants, restrictions and special assessments which pertain solely to their ownership of and the maintenance provided to Villa Lots. These memberships shall be appurtenant to and may not be separated from Ownership of a Villa Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all Owners of Lots in the Subdivision (except Northhill Development Corporation) 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. Class B member(s) shall be Northhill Development Corporation, and such member shall be entitled to six (6) votes for each Lot owned. 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 in all sections of Sycamore Hills have been conveyed, or

(b) on December 31, 2000.

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Section 3. The Villa Association shall have two classes of voting memberships:

Class A. Class A members shall be Owners of Villa Lots in the Subdivision (except Northhill Development Corporation) and such members shall be entitled to one vote for each Villa Lot owned. When more than one person holds an interest in any Villa Lot, all such persons shall be members. The vote for such Villa 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 Villa Lot.

Class B. Class B member(s) shall be Northhill Development Corporation, and such member shall be entitled to six (6) votes for each Villa Lot owned. The Class B memberships shall cease and be converted to Class A memberships on the happening of either of the following events, whichever occurs earlier:

(a) when title to all lots in all sections of Sycamore Hills have been conveyed, or

(b) on December 31, 2000.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Northhill Development Corporation, 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 for capital improvements (3) Club Assessments and (4) Tax Recoupment Assessments, (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. In addition, each Villa Lot Owner agrees to pay to the Villa Association: (1) annual assessments or charges and any such other assessments or charges herein provided, or which may be charged by the Board of Directors of the Villa Association ("Villa Assessments"). All assessments or any installments thereof which are not paid when due shall bear interest 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 or the Villa Association, as the case may be, 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 said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association or the Villa Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

Section 2. Subordination of the Lien to Mortgages. The lien of any assessments provided for in Articles V and VI 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 a judgment and court order on a foreclosure of any first mortgage, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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Section 3. No Exemption from Assessment. No Lot Owner may become exempt from paying any Assessments pursuant to these covenants and restrictions by any waiver of use or abandonment or any other action with respect to the Owner's Lot.

ARTICLE V

ASSOCIATION ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents of Sycamore Hills, and in particular for the improvement and maintenance of ponds and streams, entrance ways (including the textured concrete used to pave the entrance ways, the maintenance of which shall be the obligation of the Association) and all other Common Areas, including but not limited to, repair, maintenance, the cost of labor, equipment and materials, supervision, security, lighting, lawn care, snow removal, insurance, taxes, and all other things necessary or desirable in the opinion of the Board of Directors of the Association in connection therewith.

Section 2. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance by the Developer of the first Lot to an Owner, the maximum annual assessment ("Annual Assessment") shall be One Hundred Fifty Dollars (\$150.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased each year not more than 15% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum Annual Assessment may be increased above 15% by the vote or written assent of 51% of each class of members.

(c) The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum.

Section 3. Special Assessment For Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 51% of each class of members.

Section 4. Notice and Quorum For Any Action Authorized Under Sections 2 and 3. Any action authorized under Sections 2 or 3 of this Article V and requiring a vote or written assent of a certain percentage of the Association membership shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 5. Uniform Rate of Assessment. Both Annual Assessments and Special Assessments must be fixed at a uniform.

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rate for all Lots and may be collected on a monthly, quarterly or yearly basis.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area by the Developer to the Association. 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 the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on the specified Lot have been paid.

Section 7. Club Operating Fund; Assessment. The Developer plans to construct a clubhouse, swimming pool and tennis courts within Sycamore Hills which facilities will be owned and operated by the Association and which will be available for use by members of the Association, members of Sycamore Hills Golf Club, and by the present owner and family of real estate described in Exhibit C and the owners of up to 20 residential lots which may be developed thereon. At such time as construction on said facilities is substantially completed, a Club Operating Fund will be commenced and all Lots within Sycamore Hill shall charge an assessment with respect to the operation and maintenance of said facilities ("Club Assessment"). This Club Assessment will be assessed against each Lot irrespective of whether a Dwelling Unit is located thereon. Such Club Assessment shall bear interest, shall become a lien upon the Lot against which it is assessed, shall become the personal obligation of the Owner of such Lot, and may be collected in accordance with the provisions of Section 1 of Article IV. Club Assessments shall be payable on the first day of January of each year thereafter. All Club Assessments shall be determined by and paid to the Association, and the Association shall be responsible for carrying out the purposes of such Club Assessments.

The amount of the annual Club Assessment shall be established as follows:

(a) Commencing with the year following substantial completion of the clubhouse, swimming pool and tennis courts, the Board of Directors of the Association shall establish a budget for such calendar year and shall determine therefrom the annual Club Assessment for each Lot required to meet said budget. Such budget and Club Assessment for each calendar year shall be established by the Board of Directors at a meeting to be held not later than December 31 of each preceding calendar year. The Board of Directors shall mail to all Association members a copy of a proposed budget and notice of the ensuing year's proposed Club Assessment at least 30 days prior to such meeting.

(b) In determining the amount of the Club Assessment for each Lot, the Board of Directors shall take into consideration the financial obligations of the Sycamore Hills Golf Club, those individuals and organizations identified in Section 7 above who may have access to the clubhouse, tennis courts and swimming pool facilities with respect to the operation and maintenance of said facilities.

(c) Said Club Operating Fund shall be used exclusively for the purpose of operating and maintaining

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said clubhouse, tennis courts and pool as well as all recreational facilities therein or used in connection therewith, including but not limited to, repair, maintenance, cost of labor, equipment, supervision, taxes, insurance, and all other things necessary or desirable in the opinion of the Board of Directors of the Association.

Section 8. Tax Recoupment Assessments. In addition to all other assessments provided for in this Article V, 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 of 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 plan or equipment.

#### ARTICLE VI

##### VILLA ASSOCIATION ASSESSMENT

Section 1. Purpose of Villa Assessments. The Villa Assessments levied by the Villa Association shall be used exclusively for the purpose of paying for the services which are to be provided to each Villa Lot in the Villa Association.

Section 2. Villa Assessment. Prior to January 1 each year, the Board of Directors of the Villa Association shall adopt a budget which shall be used to establish the amount of the Villa Assessments for each Villa Lot based on those expenses for the next fiscal year which are for services provided to each Villa Lot in the Subdivision. The annual Villa budget shall contain the proposed Villa Assessment on each Villa Lot which may vary for each Villa Lot. A Villa Assessment may be assessed whether or not the Villa Lot has a Villa Dwelling Unit located on it or is otherwise improved.

The annual Villa budget and the Villa Assessment shall be established using generally accepted accounting principles applied on a consistent basis. The Villa Association may provide for a reserve for painting expense and other anticipated expenses if the Villa Association Board of Directors and the Villa Lot Owners deem the same as appropriate and necessary. Any delay or failure by the Villa Association Board of Directors to prepare a proposed annual Villa budget and to provide the same to the Villa Lot Owners shall not constitute a waiver or release in any manner of the obligations of each Villa Lot Owner to pay the Villa Assessments as herein provided.

The annual Villa budget shall be submitted at the annual meeting of Villa Lot Owners and shall be approved in whole or in part or may be amended in whole or in part by the majority of the votes cast by Villa Lot Owners, provided, however, in no event shall the annual meeting be adjourned without or until the annual budget is approved at such meeting.

Immediately following the adoption of the annual Villa budget, each Villa Lot Owner shall be given written notice of the Villa Assessment to be assessed against the Owner's Villa Lot. The Villa Assessment to be assessed against each Villa Lot shall be paid by the Owner of that Villa Lot in advance, in equal monthly installments commencing on the first day of January of

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such calendar year and on the first day of each calendar month thereafter, through and including the following December 1. Payment of the monthly installments of the Villa Assessment shall be made to the Villa Association at the address provided by the Villa Association to each Villa Lot Owner. The Villa Assessment for the year shall become a lien on Villa Lot as of January 1 of each calendar year. The above dates of assessment and payment may be changed by the Villa Association Board of Directors through rules and regulations or provisions in the By-laws without amending this declaration, and the Villa Assessment may be made payable in one or any other number of installments rather than in monthly installments.

Section 3. Villa Association Services.

(a) Landscaping and Planting. The Villa Association shall maintain the landscaping and lawn of each Villa Lot on a scheduled basis as determined by the Villa Association. Owners may plant, install or maintain any flowers, trees shrubbery or other plant materials on a Villa Lot only in accordance with the landscaping plan approved by the Architectural Control Committee (the "Landscaping Plan") or in the area designated as the "Personal Patio Garden" for that Villa Lot on the Landscaping Plan. The Villa Association shall operate and maintain the irrigation system on each Villa Lot, and shall determine the interval of irrigation. All water utilized in the irrigation system for each Villa Lot shall be provided by the Owner of that Villa Lot regardless of whether water from such irrigation system partly irrigates an adjacent Villa Lot. Each Owner shall be responsible for maintaining at the Owner's expense any trees located on the Owners' Villa Lot having a trunk diameter of twelve (12) inches or greater, which maintenance shall include but not be limited to pruning and removing any such trees which are dead or unsightly or any unsightly, dead or dangerous portions of such trees. Trees having a trunk diameter smaller than twelve (12) inches shall be maintained by the Villa Association. In the event the Villa Association advises an Owner in writing that replacement or removal of a portion or all of a tree or trees which Owner is responsible to maintain is necessary, and the Owner fails to maintain or remove such tree or trees after sixty (60) days prior written notice (except that notice is waived in cases of emergency), the Villa Association may in its discretion have the tree or trees maintained or removed and charge the Owner for such services, which charges shall become a lien against the subject Villa Lot, and may be collected, with interest, and foreclosed as set forth in Article IV herein.

The Villa Association may at its option by appropriate resolution, transfer to each Lot Owner the maintenance responsibility for that portion of the lawn and/or landscaping on each Lot which was not initially installed or planted by the Builder/Developer.

(b) Maintenance of Exterior of Villa Dwelling Units. An Owner may not paint, decorate or make any changes in the appearance of any portion of the exterior of any Villa Dwelling Unit, including sidewalks and driveways, which would vary it from the plans which were approved by the Architectural Control Committee for the Villa Dwelling Unit without the prior written approval of the Board of Directors of the Association and the Architectural Control Committee.

The Villa Association shall provide maintenance services for portions of the exterior of each Villa Dwelling Unit at such times and in such amounts as the

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Villa Association determines from time to time is required. Maintenance by the Villa Association to a Villa Dwelling Unit shall be limited to the painting of any exterior surface which was originally painted when the Villa Dwelling Unit was constructed, the cleaning of eaves troughs, gutters and window wells, if any, minor repairs approved by the Villa Association, and the removal of snow from the sidewalks and driveways according to guidelines for snow removal adopted by the Villa Association. The Villa Association shall not be responsible for the maintenance or repair of the air conditioning or heating system, the windows (except painting as required), screens, privacy fences where permitted, or any breaking or cracking of any concrete or asphalt surfaces. The Owner shall replace and/or repair any portion of the exterior of his Villa Dwelling Unit which is damaged or in need of repair or replacement and shall maintain those portions of the Villa Dwelling Unit which the Villa Association is not required to maintain, which maintenance by the Owner shall include but is not limited to replacement and major repair of siding, roofs, plumbing fixtures, heating and air conditioning systems, driveways, sidewalks, exterior lighting fixtures and other mechanical and electrical systems. The Villa Association may at its option notify any Villa Lot Owner of a repair or replacement or any item of maintenance other than those the Villa Association must provide which is needed on the exterior of the Villa Dwelling Unit or on the Villa Lot and in the event the Owner does not maintain, repair or replace that item within thirty (30) days after such notice is given by the Villa Association, the Villa Association may maintain, repair or replace that item at its expense and charge the cost thereof to the Owner, which cost shall become a lien against the subject Villa Lot, and may be collected, with interest, and foreclosed as set forth in Article IV herein.

Section 4. Villa Lot Owner's Obligations. Each Villa Lot Owner shall, at said Owner's expense, promptly furnish, perform and be responsible for the repair, maintenance, replacement and decoration of the interior of his Villa Dwelling Unit and its contents together with such items which are not maintained by the Villa Association. The Villa Association does not provide or pay for any insurance coverage for any Villa Lot, Villa Dwelling Unit, or the contents thereof, such insurance being Owner's sole responsibility.

## ARTICLE VII

### ARCHITECTURAL CONTROL

No building, fence, wall, swimming pool, spa or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until two sets of plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. Neither the Developer, the Architectural Control Committee, nor any member 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,

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by submission of such plans, that he or it will not bring any action or suit against the Committee or the Developer to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action whatever 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.

#### ARTICLE VIII

##### GENERAL PROVISIONS

Section 1. Residential Purposes. No Villa Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Villa Lot other than one detached single-family dwelling not to exceed two and one-half stories in height. Each Dwelling Unit shall include not less than a two car garage, which shall be built as part of said structure and attached thereto.

Section 2. Builder. Developer shall designate a Builder or Builders for the purpose of promoting the efficient and orderly development of the Prestwick Villas and in order to assure quality and consistency of design and construction of the Villa Dwelling Units. The Builder(s) shall have the right to purchase Villa Lots for the purpose of building and reselling Villa Dwelling Units, and shall have the right to construct all Villa Dwelling Units on Villa Lots sold by Developer to individual purchases.

Section 3. Home Occupations. No Villa Lot 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 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 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; and (d) no mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room fortune-telling parlor, licensed child care center or other licensed or regulated babysitting service, animal hospital, or any form of animal care or treatment such as dog trimming be construed as a home occupation.

Section 4. Villa Sizes. No Dwelling Unit shall be permitted on any lot with a living floor area of the main structure exclusive of one-story open porches and garages of less than the following number of square feet for the following types of dwellings. In specific given areas, minimum square footage will be the following:

<u>Type of Villa</u>	<u>Minimum Square Footage</u>
One Story	1800 Square feet
Two Story	1000 Square feet on the first floor

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Section 5. Garages. All Dwelling Units must have a full size attached garage of at least 575 square feet.

Section 6. Building Setback. No Dwelling Unit shall be located on any Lot nearer to the front Lot line and rear Lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no Dwelling Unit shall be located nearer than a distance of seven (7) feet to a side Lot line.

Section 7. Minimum Building and Lot Size. No Dwelling Unit shall be erected or placed on any Lot having a width of less than 75 feet at the minimum building set back line, nor shall any Dwelling Unit be erected or placed on any Lot having an area of less than 12,000 square feet.

Section 8. Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No Owner of any Villa 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. Electrical service entrance facilities installed for any Dwelling Unit or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Villa Lots and shall carry not less than three (3) wires and have a capacity not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn or landscaping which may result from installation, repair or maintenance of such service.

Section 9. 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 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.

Section 10. Nuisances. No noxious or offensive activity shall be carried on upon any Villa Lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood. 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 the premises, 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. No structure of a temporary character, trailer, boat trailer,

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camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be either used or located on any Villa Lot, or adjacent to any Villa Lot, public street or right-of-way with the Subdivision at anytime, 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 Villa Lot except one sign of not more than five square feet, advertising such Villa Lot for sale or rent, or signs used by a builder to advertise such Lot during the construction and sales period.

Section 13. Radio and Television Antennas. No radio or television antenna with more than thirty (30) square feet of grid area or which attains a height of six (6) feet above the highest point of the roof shall be attached to any Dwelling Unit. No free standing radio or television antenna shall be permitted on any Villa Lot. No television receiving disk or dish shall be permitted on any Villa Lot or on any Dwelling Unit. No solar panels attached or detached shall be permitted.

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 Villa 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 Villa Lot.

Section 15. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Villa 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.

Section 16. Service Screening, Storage Areas. Garbage and refuse shall be placed in containers, which shall be concealed and contained within the Dwelling Unit, or shall be concealed by means of a screening wall of material similar to and compatible with that of the Dwelling Unit or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year. These elements shall be integrated with the Dwelling Unit plan, be designed so as not to attract attention, and shall be located in as reasonably inconspicuous manner as is possible. Unless specifically approved by the Architectural Control Committee in writing, no materials, supplies or equipment shall be stored on a Lot except inside a closed Dwelling Unit, or behind a visual barrier screening such areas so that they are not visible from neighboring streets or Lots.

Section 17. Building Materials. All Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. 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 of any Lots of said Subdivision and 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 Villa Lots.

Section 18. Driveways. All driveways from the street to the garage shall be poured concrete or masonry and not less than sixteen (16) feet in width. All culvert pipe under driveways shall be capped at both ends with a concrete or masonry headwall.

Section 19. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Villa Lots in this Subdivision.

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Section 20. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets, as shown on this 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 on Sections 8 and 9 or this Section 20 of this Article VIII, 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 Villa Lot in this Subdivision shall be used and occupied as a dwelling or as otherwise provided by the Subdivision restrictions above, the developer or any subsequent Owner of said Villa Lot shall install improvements serving said Villa Lot provided in said plans and specifications for this Addition filed with the County of Allen. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana or by any aggrieved Lot Owner in this Subdivision.

Section 23. Permits and Certificates. Before any Dwelling Unit located on any Villa 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 which requires a filtration system or other above ground pool which is more than six (6) feet in diameter and 18 inches deep shall be placed or maintained on any Villa Lot. No in ground swimming pool or hot tub or spa may be placed or maintained on any Villa Lot without the prior written approval of the Architectural Control Committee in accordance with Article VII.

Section 25. Fencing. The only fencing permitted shall be a privacy fence around an immediate patio of not more than six feet which must be approved by the Architectural Control Committee in writing, unless a variance from this fence requirement shall have been approved in writing by the Architectural Control Committee. Notwithstanding the foregoing, patio fencing and any other privacy fencing shall not be permitted on Lots 64 through 78, inclusive.

Section 26. Mailboxes. Type, location and installation of mailboxes shall be the responsibility of the Developer.

Section 27. Chimneys. All fireplace chimneys shall be of masonry construction.

Section 28. Time for Building Completion and Restoration. Every Dwelling Unit on any Villa Lot in the Subdivision 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.

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Section 29. Single Owner Continuous Lots. Whenever two (2) or more contiguous Lots in the Subdivision shall be owned by the same person, and such Owner shall desire to use two or more of said Villa Lots as a site for a single Dwelling Unit, he 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 a use shall be granted, the Lots constituting the site for such a 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.

Section 30. Enforceability. The Association, Villa Association or the Developer 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 these covenants and restrictions. Failure by the Association, the Villa 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 31. Right of Entry. The Developer and the Association, acting through their respective representatives, shall have the right, during reasonable hours, to enter upon and inspect the Lot and Dwelling Unit, whether prior to, during, or after the completion of, any construction, for purposes 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. Notwithstanding the foregoing, an occupied Dwelling Unit may not be entered hereunder unless written notice of such proposed entry shall have been given to the Owner at least five days prior to such entry.

Section 32. Partial Invalidation. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 33. 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 covenants and restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these covenants and restrictions may be amended by an instrument signed by not less than 75% of the Lot Owners, and provided further, the Developer, its successors or assigns shall, with the approval of the Allen County Plan Commission, have the exclusive right for a period of two years (2) from the date of recording of the plat to amend any of the Covenants and Restrictions.

Section 34. Subdivision of Lots. No Lot or combination of Lots may be further subdivided unless 75% of the Lot Owners have approved by signing an instrument of approval and until said approval has been obtained from the Allen County Plan Commission.

Section 35. Exterior Building Surfaces. All exterior building surfaces, materials and colors shall be harmonious and compatible with colors of the natural surrounding and other Dwelling Units. The Architectural Control Committee shall have the right to approve or disapprove materials and colors so controlled.

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Section 36. Yard Lights. A dusk to dawn light (or gas light) of type and location approved by the Architectural Control Committee shall be installed by the builder or Lot Owner on each Lot in front of the front building line.

Section 37. 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, other than that as related to the construction of a Dwelling Unit.

Section 38. Access to Golf Course. Access to the grounds of the Sycamore Hills Golf Club shall only be permitted at such locations as shall be agreed to and designated by the Sycamore Hills Golf Club and the Developer.

Section 39. Easement Across Lots Adjacent to Golf Course. Until such time as a Dwelling Unit is constructed on a Lot which borders a fairway area of the Sycamore Hills Golf Club the operator of Sycamore Hills Golf Club shall have a license to permit and authorize their agents and registered golf course players and their caddies to enter upon a Lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass.

Section 40. Interference with Play on Golf Course. Owners of Lots bordering on fairways of the Sycamore Hills Golf Club shall be obligated to refrain from any actions which would detract from the playing qualities of the course. During any golf tournament held at the Sycamore Hills Golf Club which is sanctioned by any professional golfers' association or international, national or state amateur golf organization, Owners of Lots bordering fairways shall suspend all construction activity, lawn maintenance and all other abnormally noisy activities which may cause disturbance to the play on the golf course.

Section 41. Cost and Attorney's Fees. In any proceeding arising because of the failure of an Owner to pay any assessments or amounts due pursuant to this Declaration, the By-Laws or any rules and regulations adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its costs, to include its reasonable attorney's fees.

Section 42. Annexation. Additional properties may be annexed by Developer and made subject to this Declaration. Said additional properties may be developed for condominiums, villas and single family residences. Said annexation may be perfected without the consent of the Owners.

IN WITNESS WHEREOF, Northhill Development Corporation, Owner of the real estate described in said plat, has set its hand and seal this 1 day of October, 1987.

NORTHILL DEVELOPMENT CORPORATION  
By [Signature]  
Its PRESIDENT LB

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF ALLEN    )

Before the undersigned, a Notary Public in and for said County and State, personally appeared THOMAS J. ECKRICH

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PRESIDENT of Northhill Development Corporation, and  
acknowledged the execution of the above and foregoing instrument  
on behalf of said corporation for the purposes and uses therein  
set forth this 1 day of October, 1987.

Helen J. Kessler  
Notary Public  
Helen J. Kessler  
Printed Name

My Commission Expires:  
February 15, 1989

County of Residence:  
ALLEN

This instrument was prepared by Richard D. Robinson, Attorney at  
Law.

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87-050541

*Frank R. Blom*  
AUDITOR OF ALLEN COUNTY

OCT 02 1987

FILED FOR TAXATION

DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,  
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED  
TO AS PART OF THE DEDICATION AND PLAT OF  
SYCAMORE HILLS, SECTION IV  
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

Northhill Development Corporation, an Indiana corporation, hereby declares that it is the Owner and Developer of real estate which includes Sycamore Hills, Section IV, described in Exhibit A which is attached hereto, and does hereby lay off, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. The Subdivision shall be known and designated as Sycamore Hills, Section IV, Turnberry Villas, a Subdivision in Aboite Township, Allen County, Indiana.

The Lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The lots are numbered from 127 to 141, 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 purposes.

ARTICLE I

Section 1. "Association" shall mean and refer to the Sycamore Hills Community Association, Inc., its successors and assigns.

Section 2. "Builder" shall mean a builder or builders who shall be designated by the Developer for the purpose of building the Villa Dwelling Units.

Section 3. "By-laws" shall mean the "By-laws" initially adopted by Sycamore Hills Community Association, Inc. and all amendments and additions thereto.

Section 4. "Committee" shall mean The Architectural Control Committee, composed of three members initially appointed by the Developer. The members shall be subject to removal by the Association at any time with or without cause. Any vacancies from time to time shall be filled pursuant to the By-Laws of the Association.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 6. "Developer" shall mean and refer to Northhill Development Corporation, its successors and assigns.

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.

87 OCT -5 AM 8:08  
ALLEN COUNTY RECORDER  
*John S. [Signature]*

INSTRUMENT V 9305

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Section 8. "Lot" shall mean any type of lot, to include a Villa Lot as may be 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 50 feet in width at the established building line as shown on this plat.

Section 9. "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 10. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be added to and brought within the jurisdiction of the Association.

Section 11. "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 Sycamore Hills, Section IV.

Section 12. "Subdivision" shall mean Sycamore Hills, Section IV, a subdivision located in Aboite Township, Allen County, Indiana.

Section 13. "Sycamore Hills" shall mean and refer collectively to each subdivision or section of the Sycamore Hills Development, the initial plot plan of which is attached as Exhibit B and as it may change from time to time.

Section 14. "Villa Association" shall mean and refer to The Turnberry Villa Association, Inc., its successors and assigns.

Section 15. "Villa By-laws" shall mean the "By-laws" initially adopted by Turnberry Villa Association, Inc. and all amendments and additions thereto.

Section 16. "Villa Dwelling Unit" shall mean and refer to any Dwelling Unit located on a Villa Lot.

Section 17. "Villa Lot" shall mean any of the platted Lots numbered 127 through 141, inclusive.

## ARTICLE II

### 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 owned by The Association, and 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 the use of the recreational facilities by an Owner for any period during which any assessments against his Lot remains unpaid; and for a

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period not to exceed 30 days for any infraction of its published rules and regulations after 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 Class B members. At such time as the Class B membership ceases in accordance with Section 2 of Article IV hereof, no further dedication or transfer by the Association of any part of the Common Area to any public agency, authority or utility shall be effective unless an instrument signed by two-thirds (2/3) of the Class A members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his 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 3. Additions to Common Area. The Developer reserves the right so long as Class B members of the Association exist, to convey and transfer to the Association such additional real and/or personal property as the Developer within its sole discretion deems appropriate, and the Association shall accept such transfer and shall hold such property as a part of the Common Area of the Subdivision.

### ARTICLE III

#### ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Villa Lot shall be a member of the Association and a member of the Villa Association. As a member of the Association, Villa Lot Owners shall be subject to all covenants, restrictions, and assessments of The Sycamore Hills Community Association. As a member of the Villa Association, Villa Lot Owners shall also be subject to such covenants, restrictions and special assessments which pertain solely to their ownership of and the maintenance provided to Villa Lots. These memberships shall be appurtenant to and may not be separated from Ownership of a Villa Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all Owners of Lots in the Subdivision (except Northhill Development Corporation) 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. Class B member(s) shall be Northhill Development Corporation, and such member shall be entitled to six (6) votes for each Lot owned. 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 in all sections of Sycamore Hills have been conveyed, or

(b) on December 31, 2000.

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Section 3. The Villa Association shall have two classes of voting memberships:

Class A. Class A members shall be Owners of Villa Lots in the Subdivision (except Northhill Development Corporation) and such members shall be entitled to one vote for each Villa Lot owned. When more than one person holds an interest in any Villa Lot, all such persons shall be members. The vote for such Villa 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 Villa Lot.

Class B. Class B member(s) shall be Northhill Development Corporation, and such member shall be entitled to six (6) votes for each Villa Lot owned. The Class B memberships shall cease and be converted to Class A memberships on the happening of either of the following events, whichever occurs earlier:

(a) when title to all lots in all sections of Sycamore Hills have been conveyed, or

(b) on December 31, 2000.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Northhill Development Corporation, 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 for capital improvements (3) Club Assessments and (4) Tax Recoupment Assessments, (as provided in Sections 2, 3, 7 and 8, respectively, of Article V); such assessments to be established and collected as hereinafter provided. In addition, each Villa Lot Owner agrees to pay to the Villa Association: (1) annual assessments or charges and any such other assessments or charges herein provided, or which may be charged by the Board of Directors of the Villa Association ("Villa Assessments"). All assessments or any installments thereof which are not paid when due shall bear interest 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 or the Villa Association, as the case may be, 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 said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association or the Villa Association and have the same force and effect as, to be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the attorney's fees, title expenses, interest and any costs of collection.

Section 2. Subordination of the Lien to Mortgages. The lien of any assessments provided for in Articles V and VI 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 a judgment and court order on a foreclosure of any first mortgage, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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Section 3. No Exemption from Assessment. No Lot Owner may become exempt from paying any Assessments pursuant to these covenants and restrictions by any waiver of use or abandonment or any other action with respect to the Owner's Lot.

## ARTICLE V

### ASSOCIATION ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents of Sycamore Hills, and in particular for the improvement and maintenance of ponds and streams, entrance ways (including the textured concrete used to pave the entrance ways, the maintenance of which shall be the obligation of the Association) and all other Common Areas, including but not limited to, repair, maintenance, the cost of labor, equipment and materials, supervision, security, lighting, lawn care, snow removal, insurance, taxes, and all other things necessary or desirable in the opinion of the Board of Directors of the Association in connection therewith.

Section 2. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance by the Developer of the first Lot to an Owner, the maximum annual assessment ("Annual Assessment") shall be One Hundred Fifty Dollars (\$150.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased each year not more than 15% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum Annual Assessment may be increased above 15% by the vote or written assent of 51% of each class of members.

(c) The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum.

Section 3. Special Assessment For Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 51% of each class of members.

Section 4. Notice and Quorum For Any Action Authorized Under Sections 2 and 3. Any action authorized under Sections 2 or 3 of this Article V and requiring a vote or written assent of a certain percentage of the Association membership shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 5. Uniform Rate of Assessment. Both Annual Assessments and Special Assessments must be fixed at a uniform

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rate for all Lots and may be collected on a monthly, quarterly or yearly basis.

Section 6. Date of Commencement of Annual Assessments:  
Due Dates. The Annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area by the Developer to the Association. 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 the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on the specified Lot have been paid.

Section 7. Club Operating Fund; Assessment. The Developer plans to construct a clubhouse, swimming pool and tennis courts within Sycamore Hills which facilities will be owned and operated by the Association and which will be available for use by members of the Association, members of Sycamore Hills Golf Club, and by the present owner and family of real estate described in Exhibit C and the owners of up to 20 residential lots which may be developed thereon. At such time as construction on said facilities is substantially completed, a Club Operating Fund will be commenced and all Lots within Sycamore Hill shall charge an assessment with respect to the operation and maintenance of said facilities ("Club Assessment"). This Club Assessment will be assessed against each Lot irrespective of whether a Dwelling Unit is located thereon. Such Club Assessment shall bear interest, shall become a lien upon the Lot against which it is assessed, shall become the personal obligation of the Owner of such Lot, and may be collected in accordance with the provisions of Section 1 of Article IV. Club Assessments shall be payable on the first day of January of each year thereafter. All Club Assessments shall be determined by and paid to the Association, and the Association shall be responsible for carrying out the purposes of such Club Assessments.

The amount of the annual Club Assessment shall be established as follows:

(a) Commencing with the year following substantial completion of the clubhouse, swimming pool and tennis courts, the Board of Directors of the Association shall establish a budget for such calendar year and shall determine therefrom the annual Club Assessment for each Lot required to meet said budget. Such budget and Club Assessment for each calendar year shall be established by the Board of Directors at a meeting to be held not later than December 31 of each preceding calendar year. The Board of Directors shall mail to all Association members a copy of a proposed budget and notice of the ensuing year's proposed Club Assessment at least 30 days prior to such meeting.

(b) In determining the amount of the Club Assessment for each Lot, the Board of Directors shall take into consideration the financial obligations of the Sycamore Hills Golf Club, those individuals and organizations identified in Section 7 above who may have access to the clubhouse, tennis courts and swimming pool facilities with respect to the operation and maintenance of said facilities.

(c) Said Club Operating Fund shall be used exclusively for the purpose of operating and maintaining

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said clubhouse, tennis courts and pool as well as all recreational facilities therein or used in connection therewith, including but not limited to, repair, maintenance, cost of labor, equipment, supervision, taxes, insurance, and all other things necessary or desirable in the opinion of the Board of Directors of the Association.

Section 8. Tax Recoupment Assessments. In addition to all other assessments provided for in this Article V, 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 of 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 plan or equipment.

#### ARTICLE VI

##### VILLA ASSOCIATION ASSESSMENT

Section 1. Purpose of Villa Assessments. The Villa Assessments levied by the Villa Association shall be used exclusively for the purpose of paying for the services which are to be provided to each Villa Lot in the Villa Association.

Section 2. Villa Assessment. Prior to January 1 each year, the Board of Directors of the Villa Association shall adopt a budget which shall be used to establish the amount of the Villa Assessments for each Villa Lot based on those expenses for the next fiscal year which are for services provided to each Villa Lot in the Subdivision. The annual Villa budget shall contain the proposed Villa Assessment on each Villa Lot which may vary for each Villa Lot. A Villa Assessment may be assessed whether or not the Villa Lot has a Villa Dwelling Unit located on it or is otherwise improved.

The annual Villa budget and the Villa Assessment shall be established using generally accepted accounting principles applied on a consistent basis. The Villa Association may provide for a reserve for painting expense and other anticipated expenses if the Villa Association Board of Directors and the Villa Lot Owners deem the same as appropriate and necessary. Any delay or failure by the Villa Association Board of Directors to prepare a proposed annual Villa budget and to provide the same to the Villa Lot Owners shall not constitute a waiver or release in any manner of the obligations of each Villa Lot Owner to pay the Villa Assessments as herein provided.

The annual Villa budget shall be submitted at the annual meeting of Villa Lot Owners and shall be approved in whole or in part or may be amended in whole or in part by the majority of the votes cast by Villa Lot Owners, provided, however, in no event shall the annual meeting be adjourned without or until the annual budget is approved at such meeting.

Immediately following the adoption of the annual Villa budget, each Villa Lot Owner shall be given written notice of the Villa Assessment to be assessed against the Owner's Villa Lot. The Villa Assessment to be assessed against each Villa Lot shall be paid by the Owner of that Villa Lot in advance in equal monthly installments commencing on the first day of January of

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such calendar year and on the first day of each calendar month thereafter, through and including the following December 1. Payment of the monthly installments of the Villa Assessment shall be made to the Villa Association at the address provided by the Villa Association to each Villa Lot Owner. The Villa Assessment for the year shall become a lien on Villa Lot as of January 1 of each calendar year. The above dates of assessment and payment may be changed by the Villa Association Board of Directors through rules and regulations or provisions in the By-laws without amending this declaration, and the Villa Assessment may be made payable in one or any other number of installments rather than in monthly installments.

Section 3. Villa Association Services.

(a) Landscaping and Planting. The Villa Association shall maintain the landscaping and lawn of each Villa Lot on a scheduled basis as determined by the Villa Association. Owners may plant, install or maintain any flowers, trees shrubbery or other plant materials on a Villa Lot only in accordance with the landscaping plan approved by the Architectural Control Committee (the "Landscaping Plan") or in the area designated as the "Personal Patio Garden" for that Villa Lot on the Landscaping Plan. The Villa Association shall operate and maintain the irrigation system on each Villa Lot, and shall determine the interval of irrigation. All water utilized in the irrigation system for each Villa Lot shall be provided by the Owner of that Villa Lot regardless of whether water from such irrigation system partly irrigates an adjacent Villa Lot. Each Owner shall be responsible for maintaining at the Owner's expense any trees located on the Owners' Villa Lot having a trunk diameter of twelve (12) inches or greater, which maintenance shall include but not be limited to pruning and removing any such trees which are dead or unsightly or any unsightly, dead or dangerous portions of such trees. Trees having a trunk diameter smaller than twelve (12) inches shall be maintained by the Villa Association. In the event the Villa Association advises an Owner in writing that replacement or removal of a portion or all of a tree or trees which Owner is responsible to maintain is necessary, and the Owner fails to maintain or remove such tree or trees after sixty (60) days prior written notice (except that notice is waived in cases of emergency), the Villa Association may in its discretion have the tree or trees maintained or removed and charge the Owner for such services, which charges shall become a lien against the subject Villa Lot, and may be collected, with interest, and foreclosed as set forth in Article IV herein.

The Villa Association may at its option by appropriate resolution, transfer to each Lot Owner the maintenance responsibility for that portion of the lawn and/or landscaping on each Lot which was not initially installed or planted by the Builder/Developer.

(b) Maintenance of Exterior of Villa Dwelling Units. An Owner may not paint, decorate or make any changes in the appearance of any portion of the exterior of any Villa Dwelling Unit, including sidewalks and driveways, which would vary it from the plans which were approved by the Architectural Control Committee for the Villa Dwelling Unit without the prior written approval of the Board of Directors of the Association and the Architectural Control Committee.

The Villa Association shall provide maintenance services for portions of the exterior of each Villa Dwelling Unit at such times and in such amounts as the

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Villa Association determines from time to time is required. Maintenance by the Villa Association to a Villa Dwelling Unit shall be limited to the painting of any exterior surface which was originally painted when the Villa Dwelling Unit was constructed, the cleaning of eaves troughs, gutters and window wells, if any, minor repairs approved by the Villa Association, and the removal of snow from the sidewalks and driveways according to guidelines for snow removal adopted by the Villa Association. The Villa Association shall not be responsible for the maintenance or repair of the air conditioning or heating system, the windows (except painting as required), screens, privacy fences where permitted, or any breaking or cracking of any concrete or asphalt surfaces. The Owner shall replace and/or repair any portion of the exterior of his Villa Dwelling Unit which is damaged or in need of repair or replacement and shall maintain those portions of the Villa Dwelling Unit which the Villa Association is not required to maintain, which maintenance by the Owner shall include but is not limited to replacement and major repair of siding, roofs, plumbing fixtures, heating and air conditioning systems, driveways, sidewalks, exterior lighting fixtures and other mechanical and electrical systems. The Villa Association may at its option notify any Villa Lot Owner of a repair or replacement or any item of maintenance other than those the Villa Association must provide which is needed on the exterior of the Villa Dwelling Unit or on the Villa Lot and in the event the Owner does not maintain, repair or replace that item within thirty (30) days after such notice is given by the Villa Association, the Villa Association may maintain, repair or replace that item at its expense and charge the cost thereof to the Owner, which cost shall become a lien against the subject Villa Lot, and may be collected, with interest, and foreclosed as set forth in Article IV herein.

Section 4. Villa Lot Owner's Obligations. Each Villa Lot Owner shall, at said Owner's expense, promptly furnish, perform and be responsible for the repair, maintenance, replacement and decoration of the interior of his Villa Dwelling Unit and its contents together with such items which are not maintained by the Villa Association. The Villa Association does not provide or pay for any insurance coverage for any Villa Lot, Villa Dwelling Unit, or the contents thereof, such insurance being Owner's sole responsibility.

## ARTICLE VII

### ARCHITECTURAL CONTROL

No building, fence, wall, swimming pool, spa or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until two sets of plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. Neither the Developer, the Architectural Control Committee, nor any member 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,

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by submission of such plans, that he or it will not bring any action or suit against the Committee or the Developer to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action whatever 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.

#### ARTICLE VIII

##### GENERAL PROVISIONS

Section 1. Residential Purposes. No Villa Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Villa Lot other than one detached single-family dwelling not to exceed two and one-half stories in height. Each Dwelling Unit shall include not less than a two car garage, which shall be built as part of said structure and attached thereto.

Section 2. Builder. Developer shall designate a Builder or Builders for the purpose of promoting the efficient and orderly development of the Turnberry Villas and in order to assure quality and consistency of design and construction of the Villa Dwelling Units. The Builder(s) shall have the right to purchase Villa Lots for the purpose of building and reselling Villa Dwelling Units, and shall have the right to construct all Villa Dwelling Units on Villa Lots sold by Developer to individual purchases.

Section 3. Home Occupations. No Villa Lot 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 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 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; and (d) no mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room fortune-telling parlor, licensed child care center or other licensed or regulated babysitting service, animal hospital, or any form of animal care or treatment such as dog trimming be construed as a home occupation.

Section 4. Villa Sizes. No Dwelling Unit shall be permitted on any lot with a living floor area of the main structure exclusive of one-story open porches and garages of less than the following number of square feet for the following types of dwellings. In specific given areas, minimum square footage will be the following:

<u>Type of Villa</u>	<u>Minimum Square Footage</u>
One Story	1800 Square feet
Two Story	1000 Square feet on the first floor

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Section 5. Garages. All Dwelling Units must have a full size attached garage of at least 575 square feet.

Section 6. Building Setback. No Dwelling Unit shall be located on any Lot nearer to the front Lot line and rear Lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no Dwelling Unit shall be located nearer than a distance of seven (7) feet to a side Lot line, and no nearer than a distance of twenty-five (25) feet to a rear property line if there is no rear set back line shown on the recorded plat.

Section 7. Minimum Building and Lot Size. No Dwelling Unit shall be erected or placed on any Lot having a width of less than 75 feet at the minimum building set back line, nor shall any Dwelling Unit be erected or placed on any Lot having an area of less than 12,000 square feet.

Section 8. Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No Owner of any Villa 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. Electrical service entrance facilities installed for any Dwelling Unit or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Villa Lots and shall carry not less than three (3) wires and have a capacity not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn or landscaping which may result from installation, repair or maintenance of such service.

Section 9. 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 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.

Section 10. Nuisances. No noxious or offensive activity shall be carried on upon any Villa Lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood. 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 the premises, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

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Section 11. Temporary Structures and Storage. No structure of a temporary character, trailer, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be either used or located on any Villa Lot, or adjacent to any Villa Lot, public street or right-of-way with the Subdivision at anytime, 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 Villa Lot except one sign of not more than five square feet, advertising such Villa Lot for sale or rent, or signs used by a builder to advertise such Lot during the construction and sales period.

Section 13. Radio and Television Antennas. No radio or television antenna with more than thirty (30) square feet of grid area or which attains a height of six (6) feet above the highest point of the roof shall be attached to any Dwelling Unit. no free standing radio or television antenna shall be permitted on any Villa Lot. No television receiving disk or dish shall be permitted on any Villa Lot or on any Dwelling Unit. No solar panels attached or detached shall be permitted.

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 Villa 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 Villa Lot.

Section 15. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Villa 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.

Section 16. Service Screening, Storage Areas. Garbage and refuse shall be placed in containers, which shall be concealed and contained within the Dwelling Unit, or shall be concealed by means of a screening wall of material similar to and compatible with that of the Dwelling Unit or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year. These elements shall be integrated with the Dwelling Unit plan, be designed so as not to attract attention, and shall be located in as reasonably inconspicuous manner as is possible. Unless specifically approved by the Architectural Control Committee in writing, no materials, supplies or equipment shall be stored on a Lot except inside a closed Dwelling Unit, or behind a visual barrier screening such areas so that they are not visible from neighboring streets or Lots.

Section 17. Building Materials. All Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. 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 of any Lots of said Subdivision and 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 Villa Lots.

Section 18. Driveways. All driveways from the street to the garage shall be poured concrete or masonry and not less than sixteen (16) feet in width. All culvert pipe under driveways shall be capped at both ends with a concrete or masonry headwall.

Section 19. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Villa Lots in this Subdivision.

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Section 20. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets, as shown on this 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 on Sections 8 and 9 or this Section 20 of this Article VIII, 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 Villa Lot in this Subdivision shall be used and occupied as a dwelling or as otherwise provided by the Subdivision restrictions above, the developer or any subsequent Owner of said Villa Lot shall install improvements serving said Villa Lot provided in said plans and specifications for this Addition filed with the County of Allen. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana or by any aggrieved Lot Owner in this Subdivision.

Section 23. Permits and Certificates. Before any Dwelling Unit located on any Villa 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 which requires a filtration system or other above ground pool which is more than six (6) feet in diameter and 18 inches deep shall be placed or maintained on any Villa Lot. No in ground swimming pool or hot tub or spa may be placed or maintained on any Villa Lot without the prior written approval of the Architectural Control Committee in accordance with Article VII.

Section 25. Fencing. The only fencing permitted shall be a privacy fence around an immediate patio of not more than six feet which must be approved by the Architectural Control Committee in writing, unless a variance from this fence requirement shall have been approved in writing by the Architectural Control Committee. Notwithstanding the foregoing, patio fencing and any other privacy fencing shall not be permitted on Lots 127 through 141, inclusive.

Section 26. Mailboxes. Type, location and installation of mailboxes shall be the responsibility of the Developer.

Section 27. Chimneys. All fireplace chimneys shall be of masonry construction.

Section 28. Time for Building Completion and Restoration. Every Dwelling Unit on any Villa Lot in the Subdivision 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.

8 7 5 0 5 4 1



Section 29. Single Owner Continuous Lots. Whenever two (2) or more contiguous Lots in the Subdivision shall be owned by the same person, and such Owner shall desire to use two or more of said Villa Lots as a site for a single Dwelling Unit, he 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 a use shall be granted, the Lots constituting the site for such a 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.

Section 30. Enforceability. The Association, Villa Association or the Developer 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 these covenants and restrictions. Failure by the Association, the Villa 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 31. Right of Entry. The Developer and the Association, acting through their respective representatives, shall have the right, during reasonable hours, to enter upon and inspect the Lot and Dwelling Unit, whether prior to, during, or after the completion of, any construction, for purposes 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. Notwithstanding the foregoing, an occupied Dwelling Unit may not be entered hereunder unless written notice of such proposed entry shall have been given to the Owner at least five days prior to such entry.

Section 32. Partial Invalidation. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 33. 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 covenants and restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these covenants and restrictions may be amended by an instrument signed by not less than 75% of the Lot Owners, and provided further, the Developer, its successors or assigns shall, with the approval of the Allen County Plan Commission, have the exclusive right for a period of two years (2) from the date of recording of the plat to amend any of the Covenants and Restrictions.

Section 34. Subdivision of Lots. No Lot or combination of Lots may be further subdivided unless 75% of the Lot Owners have approved by signing an instrument of approval and until said approval has been obtained from the Allen County Plan Commission.

Section 35. Exterior Building Surfaces. All exterior building surfaces, materials and colors shall be harmonious and compatible with colors of the natural surrounding and other Dwelling Units. The Architectural Control Committee shall have the right to approve or disapprove materials and colors so controlled.

8 7 5 0 5 4 1

Section 36. Yard Lights. A dusk to dawn light (or gas light) of type and location approved by the Architectural Control Committee shall be installed by the builder or Lot Owner on each Lot in front of the front building line.

Section 37. 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, other than that as related to the construction of a Dwelling Unit.

Section 38. Access to Golf Course. Access to the grounds of the Sycamore Hills Golf Club shall only be permitted at such locations as shall be agreed to and designated by the Sycamore Hills Golf Club and the Developer.

Section 39. Easement Across Lots Adjacent to Golf Course. Until such time as a Dwelling Unit is constructed on a Lot which borders a fairway area of the Sycamore Hills Golf Club the operator of Sycamore Hills Golf Club shall have a license to permit and authorize their agents and registered golf course players and their caddies to enter upon a Lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass.

Section 40. Interference with Play on Golf Course. Owners of Lots bordering on fairways of the Sycamore Hills Golf Club shall be obligated to refrain from any actions which would detract from the playing qualities of the course. During any golf tournament held at the Sycamore Hills Golf Club which is sanctioned by any professional golfers' association or international, national or state amateur golf organization, Owners of Lots bordering fairways shall suspend all construction activity, lawn maintenance and all other abnormally noisy activities which may cause disturbance to the play on the golf course.

Section 41. Cost and Attorney's Fees. In any proceeding arising because of the failure of an Owner to pay any assessments or amounts due pursuant to this Declaration, the By-Laws or any rules and regulations adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its costs, to include its reasonable attorney's fees.

Section 42. Annexation. Additional properties may be annexed by Developer and made subject to this Declaration. Said additional properties may be developed for condominiums, villas and single family residences. Said annexation may be perfected without the consent of the Owners.

IN WITNESS WHEREOF, Northhill Development Corporation, Owner of the real estate described in said plat, has set its hand and seal this 1 day of October, 1987.

NORTHILL DEVELOPMENT CORPORATION

By 

its PRESIDENT LB

STATE OF INDIANA    )  
                          ) SS:  
COUNTY OF ALLEN    )

Before the undersigned, a Notary Public in and for said County and State, personally appeared Thomas J. Eukrich

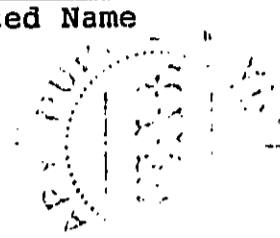
8 7 5 0 5 4 1

PRESIDENT of Northhill Development Corporation, and  
acknowledged the execution of the above and foregoing instrument  
on behalf of said corporation for the purposes and uses therein  
set forth this 1 day of October, 1987.

Helen J. Kessler  
Notary Public  
Helen J. Kessler  
Printed Name

My Commission Expires:  
February 15, 1989

County of Residence:  
ALLEN



This instrument was prepared by Richard D. Robinson, Attorney at  
Law.

8 7 5 0 5 4 1

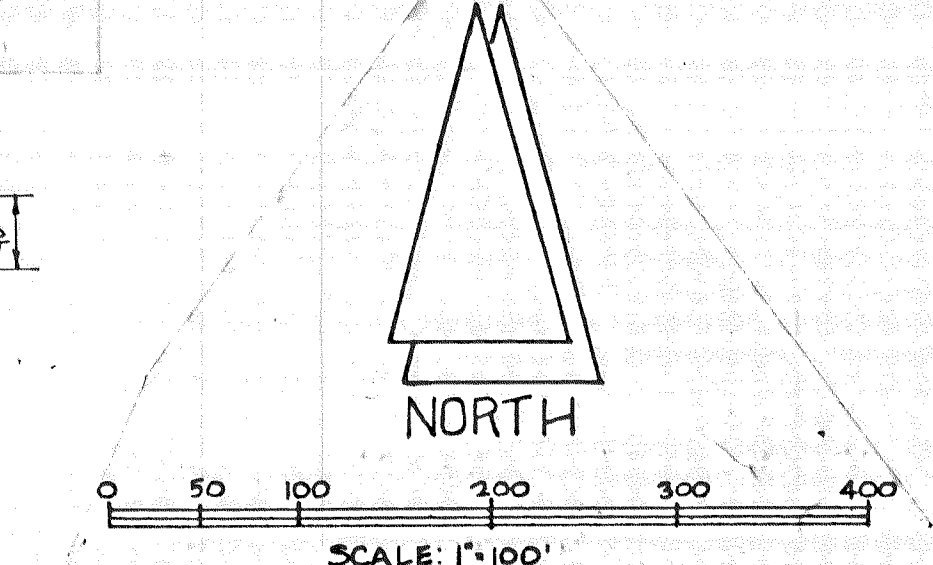
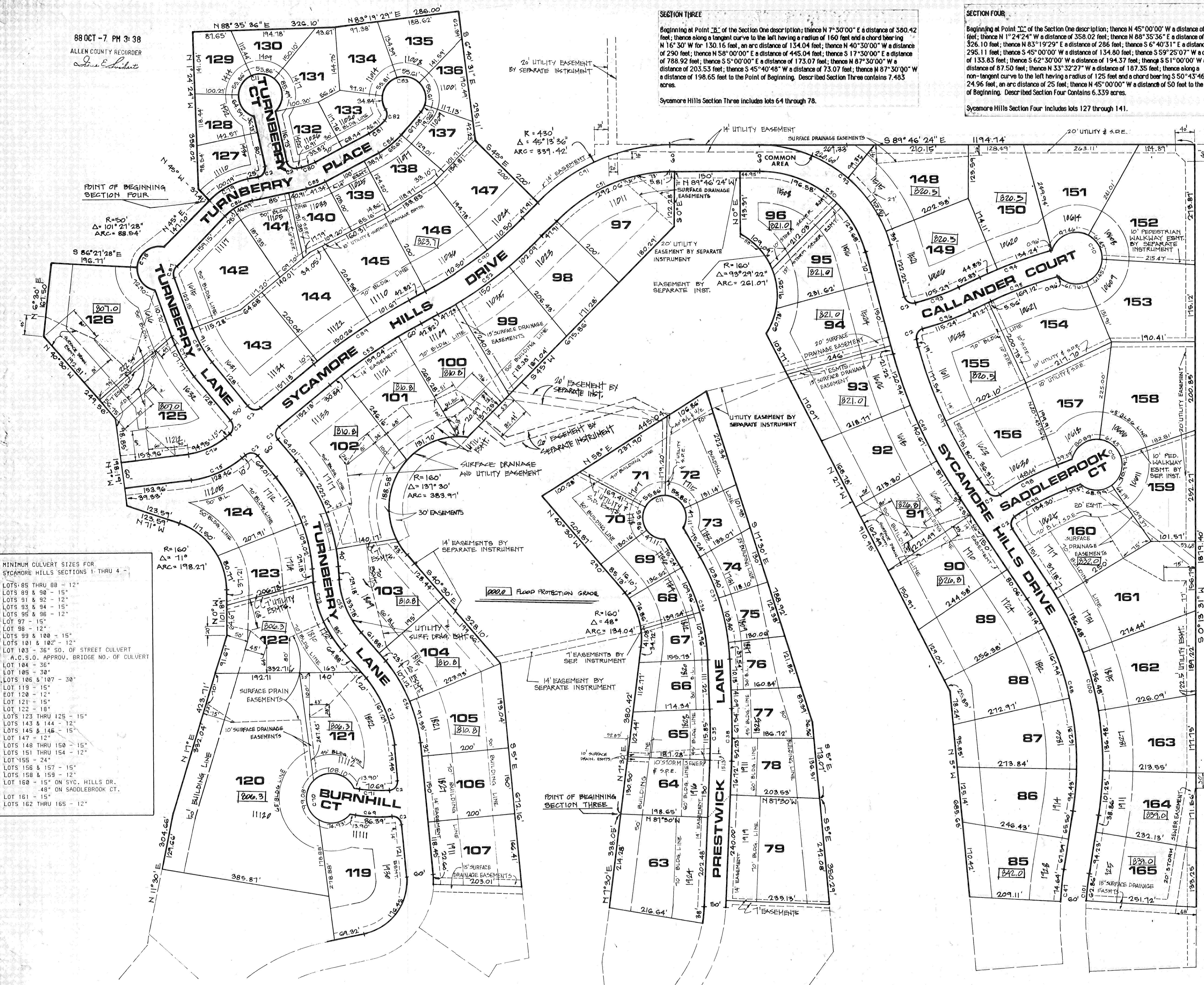
88 OCT -7 PH 3:38  
ALLEN COUNTY RECORDER  
*Debra E. Schubert*

87-050541  
37 OCT -5 AM 8:08  
ALLEN COUNTY RECORDER  
*Debra E. Schubert*

CABINET A PAGE 35

SECTION THREE  
Beginning at Point 22 of the Section One description; thence N 7°30'00" E a distance of 380.42 feet; thence along a tangent curve to the left having a radius of 160 feet and a chord bearing N 16°30' W for 130.16 feet, an arc distance of 134.04 feet; thence N 40°30'00" W a distance of 290 feet; thence N 58°00'00" E a distance of 445.04 feet; thence S 17°30'00" E a distance of 788.92 feet; thence S 5°00'00" E a distance of 173.07 feet; thence N 87°30'00" W a distance of 203.53 feet; thence S 45°40'48" W a distance of 73.07 feet; thence N 87°30'00" W a distance of 198.65 feet to the Point of Beginning. Described Section Three contains 7.483 acres.  
Sycamore Hills Section Three includes lots 64 through 78.

SECTION FOUR  
Beginning at Point 22 of the Section One description; thence N 45°00'00" W a distance of 37.41 feet; thence N 1°24'24" W a distance of 358.02 feet; thence N 88°35'36" E a distance of 326.10 feet; thence N 83°19'29" E a distance of 286 feet; thence S 6°40'31" E a distance of 295.11 feet; thence S 45°00'00" W a distance of 134.80 feet; thence S 59°25'07" W a distance of 133.83 feet; thence S 62°30'00" W a distance of 194.37 feet; thence S 51°00'00" W a distance of 87.50 feet; thence N 33°32'27" W a distance of 187.35 feet; thence along a non-tangent curve to the left having a radius of 125 feet and a chord bearing S 50°43'46" W for 24.96 feet, an arc distance of 25 feet; thence N 45°00'00" W a distance of 50 feet to the Point of Beginning. Described Section Four contains 6.339 acres.  
Sycamore Hills Section Four includes lots 127 through 141.



MINIMUM CULVERT SIZES FOR SYCAMORE HILLS SECTIONS 1 THRU 4

LOTS 85 THRU 88 - 12"
LOTS 89 & 90 - 15"
LOTS 91 & 92 - 12"
LOTS 93 & 94 - 15"
LOTS 95 & 96 - 12"
LOT 97 - 15"
LOT 98 - 12"
LOTS 99 & 100 - 15"
LOTS 101 & 102 - 12"
LOT 103 - 36" SO. OF STREET CULVERT
A.C.S.O. APPROV. BRIDGE NO. OF CULVERT
LOT 104 - 36"
LOT 105 - 30"
LOTS 106 & 107 - 30"
LOT 119 - 15"
LOT 120 - 12"
LOTS 123 THRU 125 - 15"
LOTS 143 & 144 - 12"
LOTS 145 & 146 - 15"
LOT 147 - 12"
LOTS 148 THRU 150 - 15"
LOTS 151 THRU 154 - 12"
LOT 155 - 24"
LOTS 156 & 157 - 15"
LOTS 158 & 159 - 12"
LOT 160 - 15" ON SYC. HILLS DR.
.48" ON SADDLEBROOK CT.
LOT 161 - 15"
LOTS 162 THRU 165 - 12"

CURVE NUMB.	DELTA	RADIUS	LENGTH	TANGENT	CHORD
76	32-0-0	170.00	94.95	48.75	83.72
77	135-0-0	525.00	151.44	54.33	167.28
78	135-0-0	175.00	100.79	51.84	93.41
79	15-30-0	135.00	33.82	17.01	33.71
80	15-30-0	135.00	46.91	23.73	46.63
81	21-30-0	125.00	55.62	14.91	23.90
82	73-23-54	28.00	25.62	33.22	65.28
83	253-23-54	50.00	22.15	37.82	47.20
84	11-30-0	175.00	47.34	23.82	71.00
85	65-0-0	135.00	29.35	15.93	25.86
86	35-0-0	275.00	91.19	45.02	90.78
87	13-30-0	305.00	141.80	41.80	127.51
88	45-13-35	430.00	339.42	179.11	330.68
89	74-48-24	310.00	404.56	236.9	376.45
90	9-30-0	635.00	52.76	52.76	105.17
91	9-30-0	1895.00	179.87	89.74	178.87
92	9-30-0	1820.00	183.12	84.76	183.12
93	9-30-0	1820.00	183.12	84.76	183.12
94	9-30-0	1820.00	183.12	84.76	183.12
95	9-30-0	1820.00	183.12	84.76	183.12
96	9-30-0	1820.00	183.12	84.76	183.12
97	13-30-0	630.00	149.44	74.57	143.10
98	13-30-0	570.00	134.30	67.46	127.95
99	13-30-0	570.00	134.30	67.46	127.95
100	14-30-0	620.00	156.91	78.97	156.91

CURVE NUMB.	DELTA	RADIUS	LENGTH	TANGENT	CHORD
101	90-0-0	20.00	20.00	20.00	20.00
102	300-0-0	50.00	261.80	115.82	217.73
103	4-30-0	115.85	57.95	112.20	112.20
104	450-0-0	219.91	219.91	219.91	219.91
105	580-0-0	244.35	244.35	244.35	244.35
106	580-0-0	172.09	172.09	172.09	172.09
107	14-30-0	670.00	592.93	283.92	431.11
108	18-30-0	1080.00	348.72	175.89	347.20
109	74-48-24	350.00	326.26	191.05	303.60
110	282-05	154.12	282.05	154.12	282.05
111	9-30-0	135.00	135.00	135.00	135.00
112	17-30-0	125.00	125.00	125.00	125.00
113	35-0-0	430.00	252.67	135.68	258.61
114	35-0-0	210.00	132.78	69.25	131.53
115	35-30-0	330.00	204.47	105.63	204.47
116	150-0-0	330.00	86.39	43.45	86.15
117	282-05	350.00	350.00	350.00	350.00
118	35-30-0	350.00	156.53	78.27	156.53
119	35-30-0	270.00	172.08	89.03	165.91
120	35-30-0	270.00	172.08	89.03	165.91
121	35-30-0	270.00	172.08	89.03	165.91
122	35-30-0	270.00	172.08	89.03	165.91
123	35-30-0	270.00	172.08	89.03	165.91
124	35-30-0	270.00	172.08	89.03	165.91
125	32-0-0	230.00	128.45	65.95	128.45

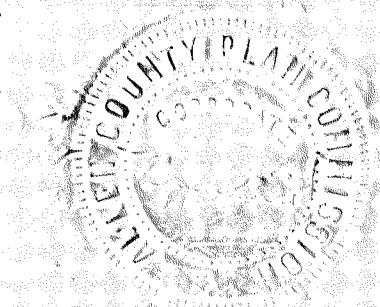
ROCKE & ASSOCIATES  
415 EAST COOK ROAD, SUITE 100  
FORT WAYNE, IN 46825  
PHONE 219-489-2078

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

SYCAMORE HILLS - SECTIONS 1 THRU 4

4 OF 4



88-041496

CABINET A, PGS 102-105

AMENDMENT TO THE PLAT AND DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO AS PART OF THE DEDICATION AND PLAT OF SYCAMORE HILLS, SECTION I A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA DULY ENTERED FOR TAXATION

OCT 07 1988

*Judith K. Bloom*  
AUDITOR OF ALLEN COUNTY

This Amendment to the Plat and Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended to as Part of the Dedication and Plat of Sycamore Hills, Section I, a Subdivision in Aboite Township, Allen County, Indiana (the "Amendment"), made and entered into by Northhill Corporation (formerly Northhill Development Corporation), and Indiana Corporation (the "Developer").

WITNESSETH:

WHEREAS, Developer executed the Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended to as Part of the Dedication and Plat of Sycamore Hills, Section I, a Subdivision in Aboite Township, Allen County, Indiana (the "Original Declaration") on October 1, 1987, which Original Declaration was recorded in the Allen County, Indiana Recorder's Office on October 5, 1987, as Document Number 87-50541; and,

WHEREAS Developer desires to amend the Plat and Original Declaration in order to amend the building set back line for Lot 124 in order to reduce the building line on the north side of said lot from seventy (70) feet to fifty (50) feet; and

WHEREAS Section 24 of the Original Declaration provides that the Developer, its successors and assigns shall, with the approval of the Allen County Plan Commission, have the exclusive right for a period of two (2) years from the date of recording of the plat to amend the Original Declaration; and

NOW, THEREFORE, Developer for the purposes above set forth, declares as follows:

- 1. Article VI, Section 5 of the Original Declaration is amended to provide as follows:

Section 5. Building Setback. 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, no Dwelling Unit shall be located nearer than a distance of seven (7) feet to a side Lot line, and no nearer than a distance of twenty-five (25) feet to a rear property line if there is no rear setback line shown on the recorded plat. Provided, however, the building setback line for the north side of Lot 124 shall be fifty (50) feet and said building setback line shall be revised accordingly as shown on the recorded amended plat.

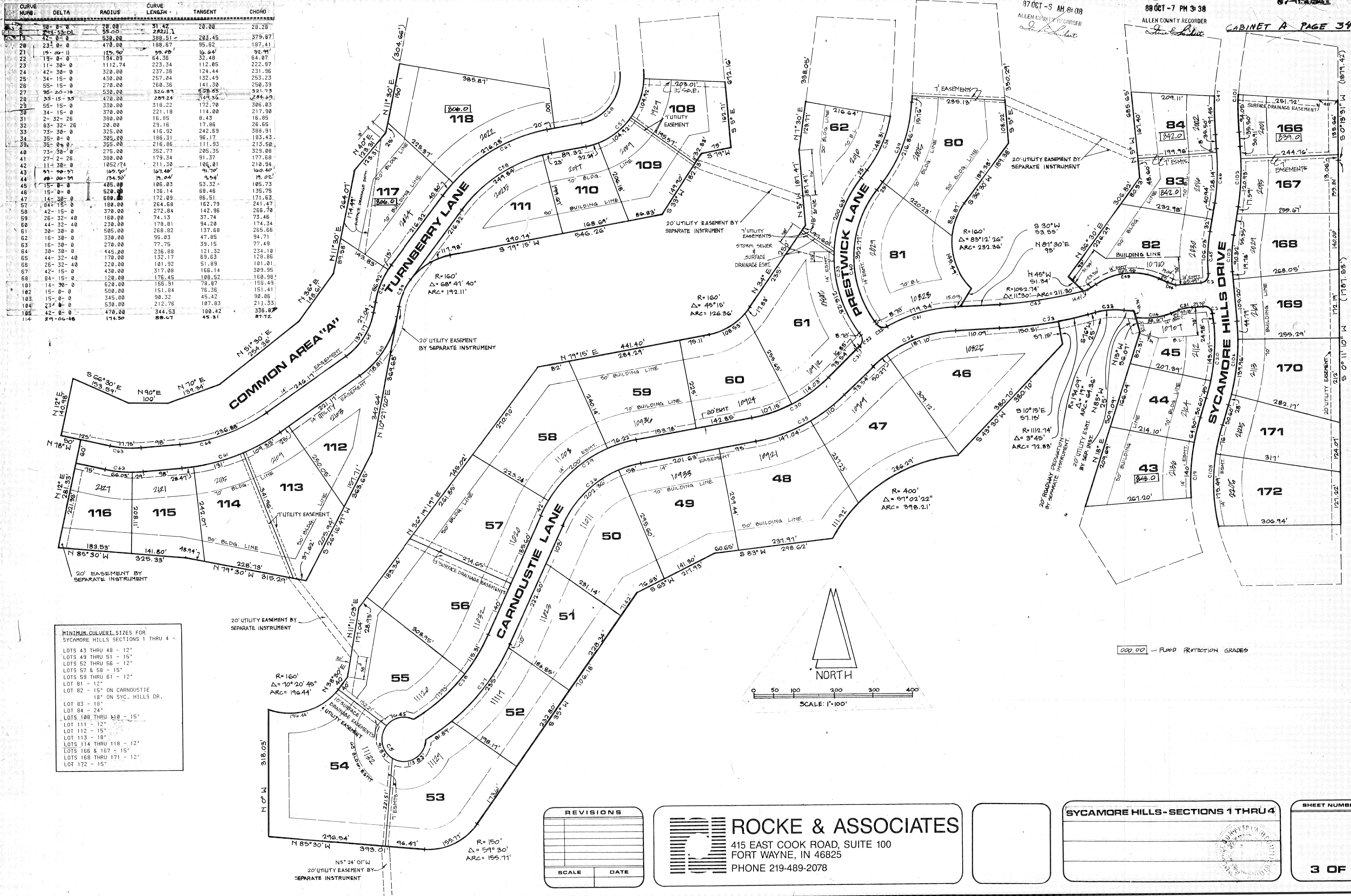
- 2. Other than the amendment hereinabove set forth, the Plat and Original Declaration as previously recorded, is hereby ratified, approved and confirmed in its entirety.

88 OCT -7 PM 3:38  
ALLEN COUNTY RECORDER  
*Shirley E. Smith*

INSTRUMENT W 8571

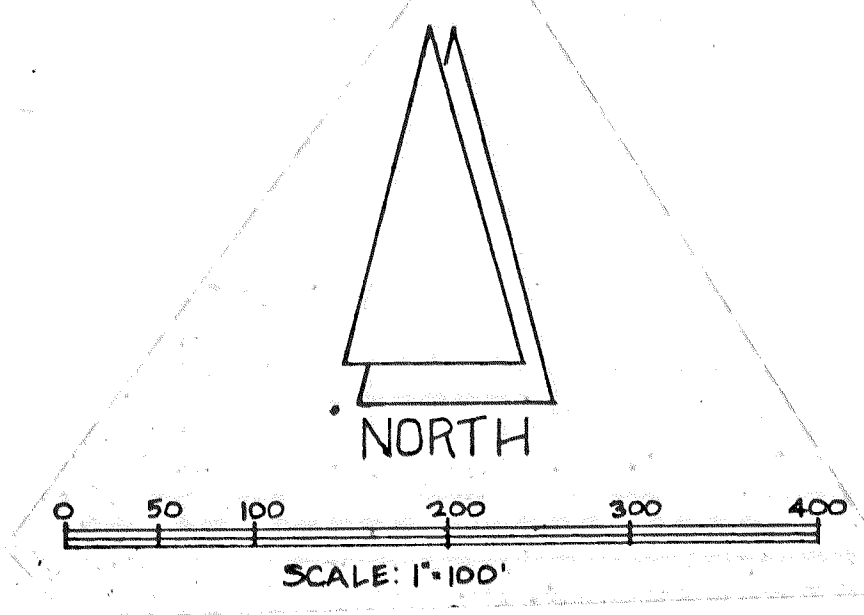
88 41496

CURVE NO.	DELTA	RADIUS	CURVE LENGTH	TANGENT	CHORD
1	90° 0' 0"	20.00	31.42	20.00	20.28
2	23° 53' 0"	55.00	282.11	283.45	379.87
3	42° 0' 0"	530.00	388.51	283.45	187.41
4	23° 53' 0"	470.00	188.87	95.62	94.91
5	19° 00' 11"	175.50	16.64	32.48	64.07
6	13° 0' 0"	154.03	64.36	124.44	222.97
7	11° 30' 0"	1112.74	223.34	112.05	222.97
8	42° 30' 0"	320.00	237.36	124.44	253.23
9	34° 15' 0"	430.00	257.04	132.49	250.39
10	55° 15' 0"	270.00	260.36	141.30	321.79
11	36° 20' 10"	530.00	324.89	174.59	249.69
12	35° 15' 35"	470.00	289.24	172.70	306.83
13	55° 15' 0"	330.00	318.22	172.70	306.83
14	34° 15' 0"	370.00	221.18	114.00	217.98
15	2° 32' 26"	360.00	16.85	8.43	16.85
16	83° 32' 26"	20.00	29.16	17.85	26.85
17	73° 30' 0"	325.00	416.92	242.59	388.91
18	35° 0' 0"	305.00	186.31	96.17	183.43
19	35° 0' 0"	355.00	216.86	111.93	213.58
20	73° 30' 0"	275.00	252.77	235.35	330.88
21	27° 42' 26"	360.00	179.34	91.37	177.68
22	11° 30' 0"	1052.74	210.94	106.01	210.94
23	57° 00' 37"	169.50	167.48	91.70	160.40
24	00° 00' 37"	174.50	19.04	9.54	19.02
25	15° 0' 0"	485.00	106.03	53.32	105.73
26	15° 0' 0"	520.00	136.14	68.46	135.75
27	14° 30' 0"	680.00	172.09	86.51	171.62
28	04° 15' 0"	180.00	264.69	182.79	241.47
29	42° 15' 0"	370.00	272.84	142.96	266.70
30	26° 32' 40"	160.00	74.13	37.74	73.46
31	44° 32' 40"	230.00	178.81	94.20	174.34
32	30° 30' 0"	505.00	268.82	137.68	265.66
33	16° 30' 0"	330.00	95.83	47.85	94.71
34	16° 30' 0"	270.00	77.75	39.15	77.49
35	30° 30' 0"	445.00	236.88	121.32	234.10
36	44° 32' 40"	170.00	132.17	69.63	128.86
37	26° 32' 40"	220.00	101.92	51.89	101.01
38	42° 15' 0"	430.00	317.08	166.14	309.95
39	84° 15' 0"	120.00	176.45	188.52	160.98
40	14° 30' 0"	620.00	158.91	78.87	159.49
41	15° 0' 0"	580.00	151.84	76.36	151.41
42	15° 0' 0"	345.00	90.32	45.42	90.06
43	23° 0' 0"	530.00	212.76	107.83	211.33
44	42° 0' 0"	470.00	344.53	188.42	336.88
45	29° 06' 48"	174.50	88.47	45.31	87.72



MINIMUM CURVE SIZES FOR SYCAMORE HILLS SECTIONS 1 THRU 4 -

- LOTS 43 THRU 48 - 12"
- LOTS 49 THRU 51 - 15"
- LOTS 52 THRU 55 - 12"
- LOTS 57 & 58 - 15"
- LOTS 59 THRU 61 - 12"
- LOT 81 - 12"
- LOT 82 - 15" ON CARNOUSTIE
- 18" ON SYC. HILLS DR.
- LOT 83 - 18"
- LOT 84 - 24"
- LOTS 108 THRU 110 - 15"
- LOT 111 - 12"
- LOT 112 - 15"
- LOT 113 - 18"
- LOTS 114 THRU 118 - 12"
- LOTS 166 & 167 - 15"
- LOTS 168 THRU 171 - 12"
- LOT 172 - 15"



REVISIONS	
SCALE	DATE

**ROCKE & ASSOCIATES**  
 415 EAST COOK ROAD, SUITE 100  
 FORT WAYNE, IN 46825  
 PHONE 219-489-2078

SYCAMORE HILLS - SECTIONS 1 THRU 4

SHEET NUMBER  
**3 OF 4**

IN WITNESS WHEREOF, Northhill Corporation has executed this Declaration this 28th day of September, 1988.

NORTHILL CORPORATION

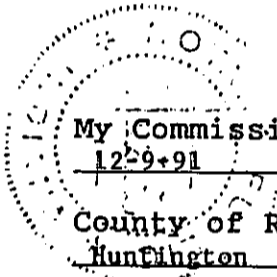
By Karl Bandemer  
Its VIC PRES.

STATE OF INDIANA )  
                          )SS:  
COUNTY OF ALLEN )

Personally appeared before me, the undersigned, a Notary Public in and for said State and County aforesaid, Karl Bandemer, with whom I am personally acquainted, and who, upon his oath, acknowledged himself to be the Vice President of Northhill Corporation, an Indiana corporation, the within named declarant, and who, being authorized so to do, acknowledged the execution of the foregoing instrument for the purposes therein contained and expressed.

WITNESS my hand and seal of office, this 28th day of September, 1988.

Candice K. Thomas  
Notary Public  
Candice K. Thomas  
Printed Name

 My Commission Expires: 12-9-91  
County of Residence: Huntington

This instrument prepared by Richard D. Robinson, Attorney at Law.

ALLEN COUNTY, INDIANA  
PLAN COMMISSION

This is to certify that the foregoing document has been reviewed by the Allen County Plan Commission. As presented, the content of the restrictions contained in said document conforms to the requirements of the Allen County Zoning and Subdivision Control Ordinances and the document is now eligible for recording. This certification does not extend to the form or validity of the document.

7 October 1988  
Date

Dennis A. Gordon  
Dennis A. Gordon, AICP  
Executive Director

88 41496

Part of Sections 9 and 10 in Township 30 North, Range 11 East, Allen County, Indiana described as follows:

SECTION ONE

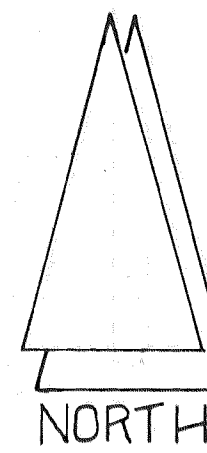
Beginning at the Southeast corner of Section 9, T-30-N, R-11-E, Allen County, Indiana; thence S 89° 00' 38" W along the South line of said Section 9 a distance of 1229.60 feet; thence N 0° 28' 13" E a distance of 693.70 feet; thence N 82° 00' 00" E a distance of 724.82 feet; thence along a tangent curve to the left, having a radius of 160 feet and a chord bearing N 42° E for 205.69 feet, an arc distance of 223.40 feet to a Point "A" (the Southwest corner of Section Two); thence N 75° 26' 51" E a distance of 326.95 feet; thence N 79° 00' 00" E a distance of 180 feet; thence N 89° 52' E a distance of 50.91 feet; thence N 79° 00' 00" E a distance of 182.26 feet; thence N 64° 12' 27" E a distance of 134.15 feet; thence N 55° 22' 13" E a distance of 132.41 feet; thence N 50° 00' 00" E a distance of 276.62 feet; thence N 11° 00' 45" E a distance of 84.27 feet; thence N 24° 00' 00" W a distance of 140 feet; thence N 31° 57' 53" W a distance of 171.72 feet; thence N 18° 00' 00" W a distance of 509.09 feet; thence N 15° 00' 00" W a distance of 56.07 feet; thence N 85° 00' 00" W a distance of 25 feet; thence along a tangent curve to the left having a radius of 194.09 feet and a chord bearing S 35° W for 64.07 feet, an arc distance of 64.36 feet; thence S 76° 00' 00" W a distance of 25 feet; thence along a tangent curve to the right having a radius of 1112.74 feet and a chord bearing S 77° 52' 30" W for 72.82 feet, an arc distance of 72.83 feet; thence S 10° 15' 00" E a distance of 57.15 feet; thence S 43° 30' 00" W a distance of 380.70 feet; thence along a non-tangent curve to the left having a radius of 400 feet and a chord bearing S 56° 31' 37" W for 381.97 feet, an arc distance of 398.21 feet; thence S 83° 00' 00" W a distance of 298.62 feet; thence S 63° 00' 00" W a distance of 217.93 feet; thence S 35° 00' 00" W a distance of 706.18 feet; thence along a tangent curve to the right having a radius of 150 feet and a chord bearing S 64° 45' W for 148.87 feet, an arc distance of 155.77 feet; thence N 85° 30' 00" W a distance of 393.01 feet; thence N 0° 00' 00" E a distance of 318.03 feet; thence along a non-tangent curve to the left having a radius of 160 feet and a chord bearing N 73° 40' 23" E for 184.33 feet, an arc distance of 196.44 feet; thence N 38° 30' 00" E a distance of 40.00 feet; thence N 11° 10' 3" E a distance of 177.04 feet; thence N 36° 19' 19" E a distance of 745.02 feet; thence N 79° 15' 00" E a distance of 441.40 feet; thence along a tangent curve to the left having a radius of 160 feet and a chord bearing N 56° 37' 30" E for 123.10 feet, an arc distance of 126.36 feet; thence N 34° 00' 00" E a distance of 250 feet; thence N 5° 00' 00" W a distance of 187.47 feet; thence N 7° 30' 00" E a distance of 358.05 feet to Point "B" (the Southwest corner of Section Three); thence S 87° 30' 00" E a distance of 198.65 feet; thence N 45° 40' 48" E a distance of 73.07 feet; thence S 87° 30' 00" E a distance of 203.53 feet; thence S 5° 00' 00" W a distance of 350.29 feet; thence S 36° 30' 00" W a distance of 189.38 feet; thence along a tangent curve to the left having a radius of 160 feet and a chord bearing S 06° 13' E for 212.47 feet, an arc distance of 232.36 feet; thence S 30° 00' 00" W a distance of 53.55 feet; thence N 87° 30' 00" E a distance of 95 feet; thence along a tangent curve to the left having a radius of 1052.74 feet and a chord bearing N 81° 45' E for 210.94 feet, an arc distance of 211.30 feet; thence N 45° 00' 00" W a distance of 51.34 feet; thence N 36° 30' 00" E a distance of 306.82 feet; thence N 5° 00' 00" W a distance of 685.65 feet; thence N 27° 00' 00" W a distance of 910.95 feet; thence along a non-tangent curve to the left having a radius of 160 feet and a chord bearing N 14° 19' 24" W for 233.06 feet, an arc distance of 261.07 feet; thence N 0° 00' 00" E a distance of 143.37 feet; thence N 89° 46' 24" W a distance of 150 feet; thence S 0° 00' 00" W a distance of 122.28 feet; thence S 45° 00' 00" W a distance of 675.86 feet; thence along a non-tangent curve to the left having a radius of 160 feet and a chord bearing S 28° 15' W for 298.24 feet, an arc distance of 383.97 feet; thence S 40° 30' 00" E a distance of 328.10 feet; thence S 5° 00' 00" W a distance of 672.16 feet; thence S 79° 00' 00" W a distance of 75 feet; thence S 33° 00' 00" W a distance of 182.73 feet; thence S 79° 15' 00" W a distance of 546.26 feet; thence along a tangent curve to the left having a

radius of 160 feet and a chord bearing S 44° 51' 10" W for 180.78 feet, an arc distance of 192.11 feet; thence S 10° 27' 20" W a distance of 369.68 feet; thence S 26° 16' 47" W a distance of 363.65 feet; thence N 79° 30' 00" W a distance of 315.29 feet; thence N 85° 30' 00" W a distance of 325.33 feet; thence N 12° 00' 00" E a distance of 281.33 feet; thence N 78° 00' 00" W a distance of 50 feet; thence N 12° 00' 00" E a distance of 140.98 feet; thence S 66° 30' 00" E a distance of 153.59 feet; thence N 90° 00' 00" E a distance of 100 feet; thence N 70° 00' 00" E a distance of 139.34 feet; thence N 51° 30' 00" E a distance of 254.36 feet; thence N 36° 00' 00" E a distance of 148.61 feet; thence N 11° 30' 00" E a distance of 264.07 feet; thence N 40° 00' 00" E a distance of 123.31 feet; thence N 11° 30' 00" E a distance of 304.66 feet; thence N 17° 00' 00" E a distance of 423.71 feet; thence N 0° 00' 00" E a distance of 101.89 feet; thence along a tangent curve to the left having a radius of 160 feet and a chord bearing N 35° 30' W for 185.82 feet, an arc distance of 198.27 feet; thence N 71° 00' 00" W a distance of 123.59 feet; thence N 7° 00' 00" W a distance of 198.19 feet; thence N 40° 30' 00" W a distance of 249.56 feet; thence N 6° 30' 00" E a distance of 167.50 feet; thence S 86° 27' 28" E a distance of 196.77 feet; thence along a non-tangent curve to the right having a radius of 50 feet and a chord bearing N 54° 16' 16" E for 77.42 feet, an arc distance of 88.54 feet; thence N 45° 00' 00" E a distance of 147.70 feet to Point "C" (the Point of Beginning for Section Four); thence S 45° 00' 00" E a distance of 50 feet; thence along a non-tangent curve to the right having a radius of 125 feet and a chord bearing N 50° 43' 46" E for 24.96 feet, an arc distance of 25 feet; thence S 33° 32' 27" E a distance of 187.35 feet; thence N 51° 00' 00" E a distance of 87.49 feet; thence N 62° 30' 00" E a distance of 194.36 feet; thence S 25° 07' E a distance of 133.83 feet; thence N 45° 00' 00" E a distance of 134.81 feet; thence S 45° 00' 00" E a distance of 200 feet; thence along a non-tangent curve to the right having a radius of 430 feet and a chord bearing N 67° 36' 48" E for 330.68 feet, an arc distance of 339.42 feet; thence S 89° 46' 24" E a distance of 1194.74 feet; thence S 0° 13' 31" W a distance of 1879.40 feet; thence S 0° 11' 10" W a distance of 1787.53 feet; thence N 90° 00' 00" W a distance of 250 feet; thence N 38° 00' 00" W a distance of 288.44 feet; thence S 52° 00' 00" W a distance of 69.71 feet; thence along a tangent curve to the right having a radius of 1230 feet and a chord bearing S 60° 52' 22" W for 379.43 feet, an arc distance of 380.95 feet; thence S 20° 15' 16" E a distance of 178.69 feet; thence S 00° 00' 00" W a distance of 701.30 feet to the South line of Section 10; thence N 89° 56' 46" W along said South line a distance of 568.88 feet to the Point of Beginning. Described Section One contains 173.64 acres.

Sycamore Hills Section One includes lots 1 through 14, 35 through 63, 79 through 126 and 142 through 189 inclusively.

MINIMUM CULVERT SIZES FOR SYCAMORE HILLS SECTIONS 1 THRU 4 -

- LOTS 1 THRU 4 - 12"
LOT 5 - 15"
LOTS 6 THRU 10 - 12"
LOTS 11 THRU 14 - 15"
LOT 35 - 15"
LOTS 36 THRU 39 - 12"
LOTS 40 THRU 42 - 15"
LOT 173 - DOUBLE 18"
LOT 174 - 18"
LOTS 175 THRU 188 - 15"
LOTS 181 & 182 - 18"
LOTS 183 THRU 188 - 12"
LOT 189 - 15"

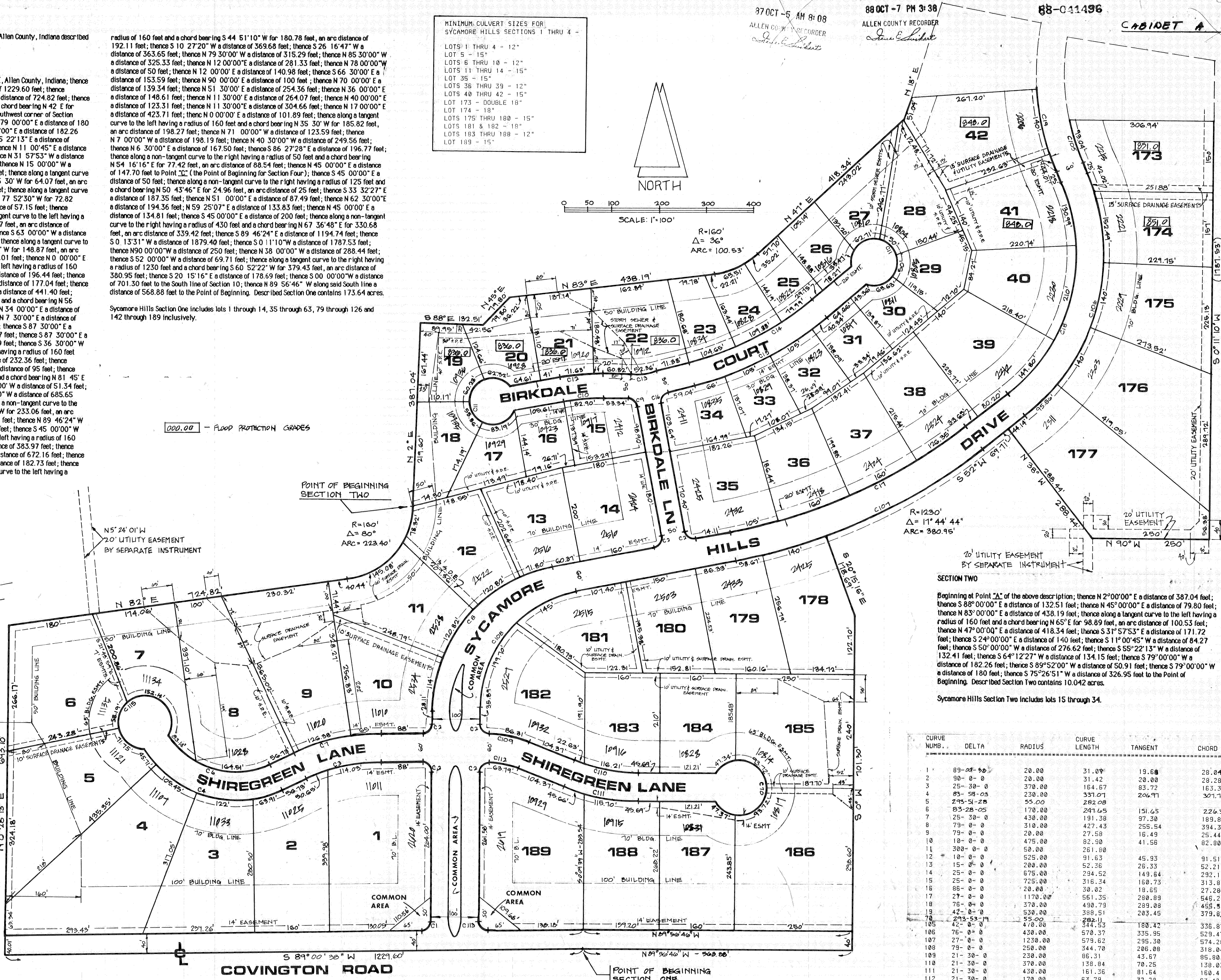


SCALE: 1"=100'

37 OCT - 5 AM 8:08 ALLEN COUNTY RECORDER

68 OCT - 7 PM 3:38 ALLEN COUNTY RECORDER

88-041496



000.00 - FLOOD PROTECTION GRADES

N5°24'01"W 20' UTILITY EASEMENT BY SEPARATE INSTRUMENT

POINT OF BEGINNING SECTION TWO

R=1230' Δ=11°44'44" ARC=380.95'

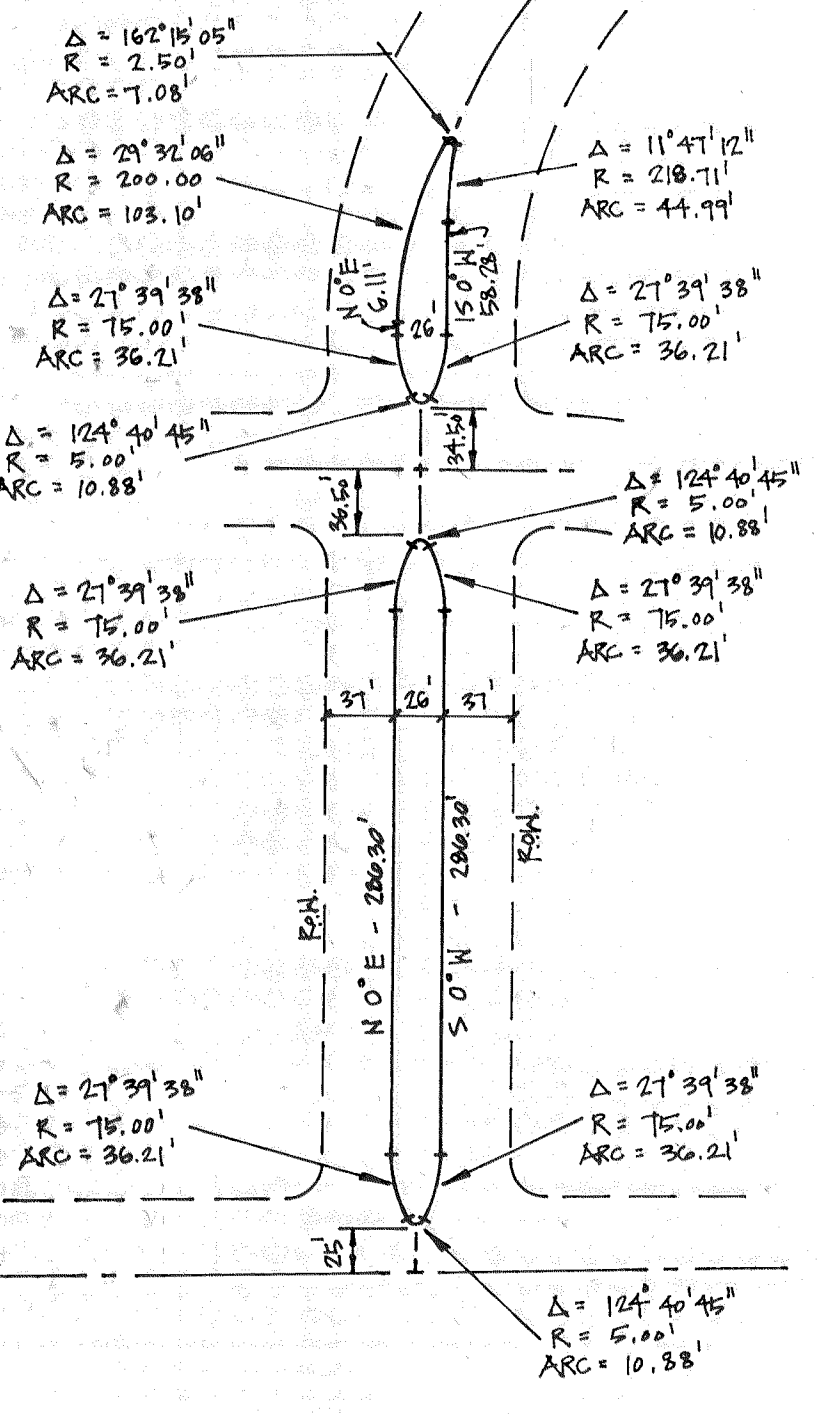
20' UTILITY EASEMENT BY SEPARATE INSTRUMENT

SECTION TWO

Beginning at Point "A" of the above description; thence N 2°00'00" E a distance of 387.04 feet; thence S 88°00'00" E a distance of 132.51 feet; thence N 45°00'00" E a distance of 79.80 feet; thence N 83°00'00" E a distance of 438.19 feet; thence along a tangent curve to the left having a radius of 160 feet and a chord bearing N 65° E for 98.89 feet, an arc distance of 100.53 feet; thence N 47°00'00" E a distance of 418.34 feet; thence S 31°57'53" E a distance of 171.72 feet; thence S 24°00'00" E a distance of 140 feet; thence S 11°00'45" W a distance of 84.27 feet; thence S 50°00'00" W a distance of 276.62 feet; thence S 55°22'13" W a distance of 132.41 feet; thence S 64°12'27" W a distance of 134.15 feet; thence S 79°00'00" W a distance of 182.26 feet; thence S 89°52'00" W a distance of 50.91 feet; thence S 79°00'00" W a distance of 180 feet; thence S 75°26'51" W a distance of 326.95 feet to the Point of Beginning. Described Section Two contains 10.042 acres.

Sycamore Hills Section Two includes lots 15 through 34.

Table with columns: CURVE NUMB., DELTA, RADIUS, CURVE LENGTH, TANGENT, CHORD. Lists curve data for sections 1 through 115.



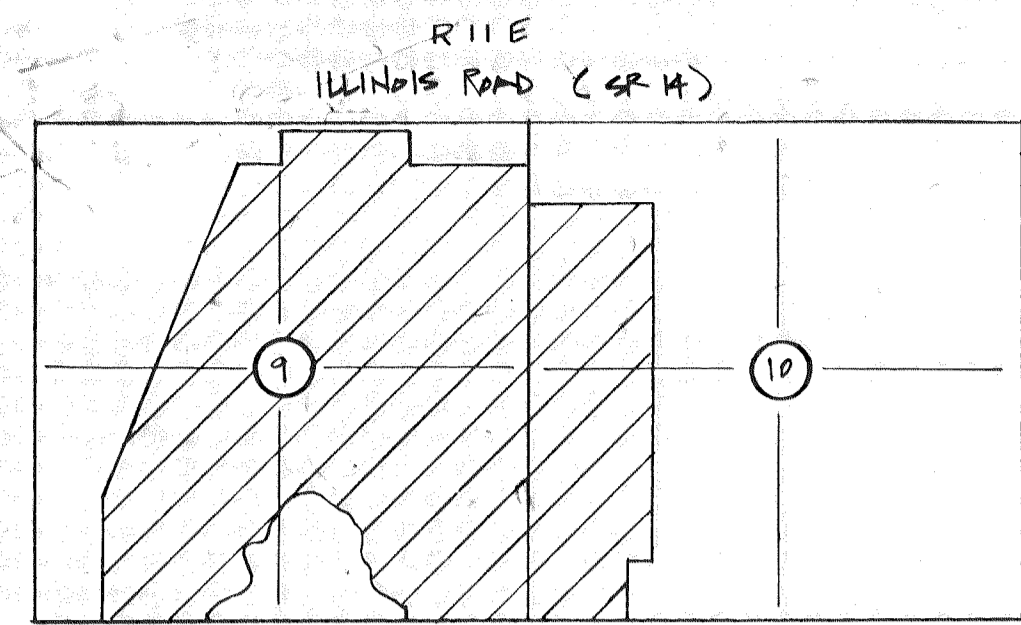
MEDIAN DETAIL

ROCKE & ASSOCIATES 415 EAST COOK ROAD, SUITE 100 FORT WAYNE, IN 46825 PHONE 219-489-2078

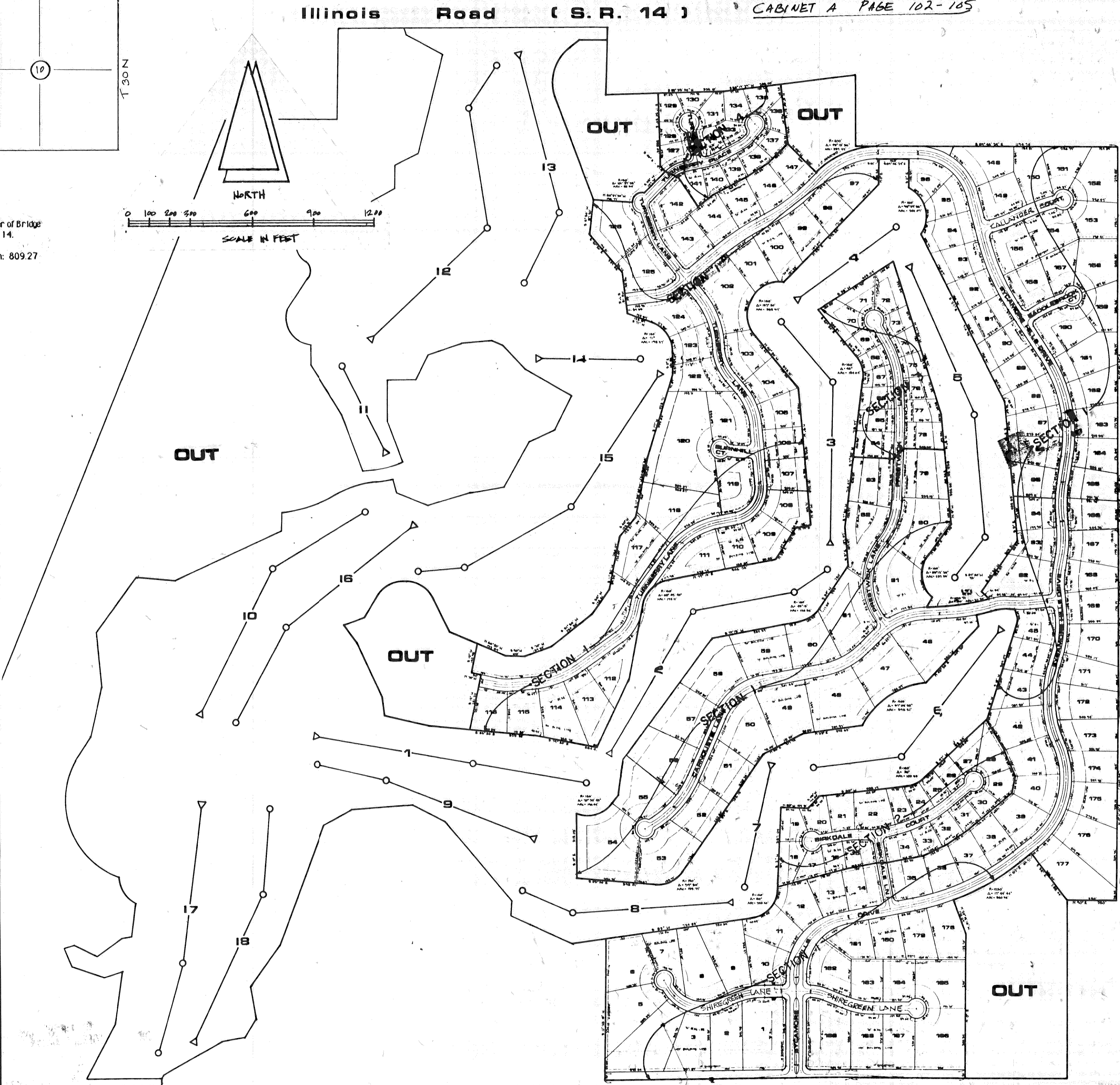
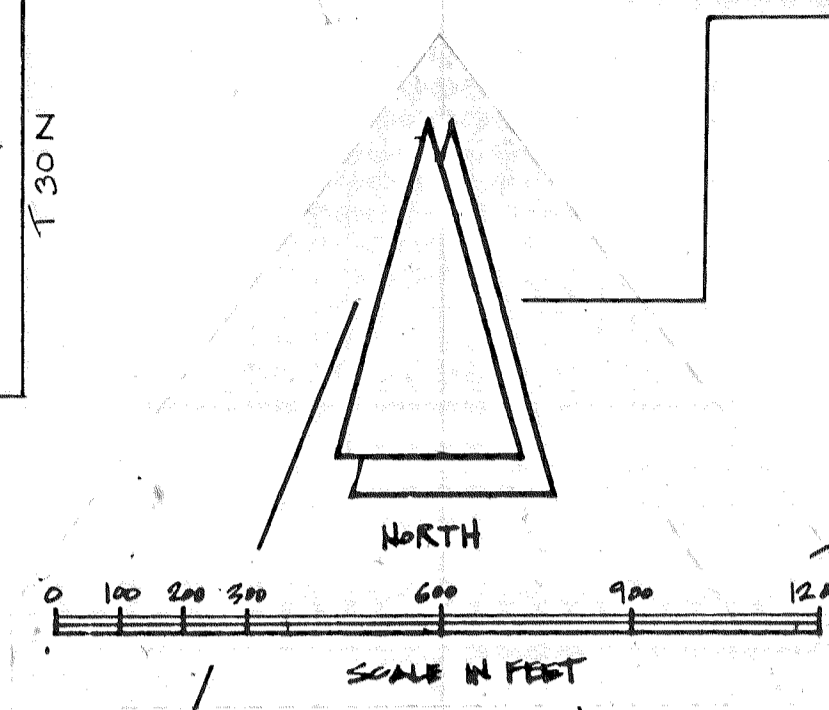
REVISIONS table with columns for REVISIONS, SCALE, and DATE.

SYCAMORE HILLS - SECTIONS 1 THRU 4





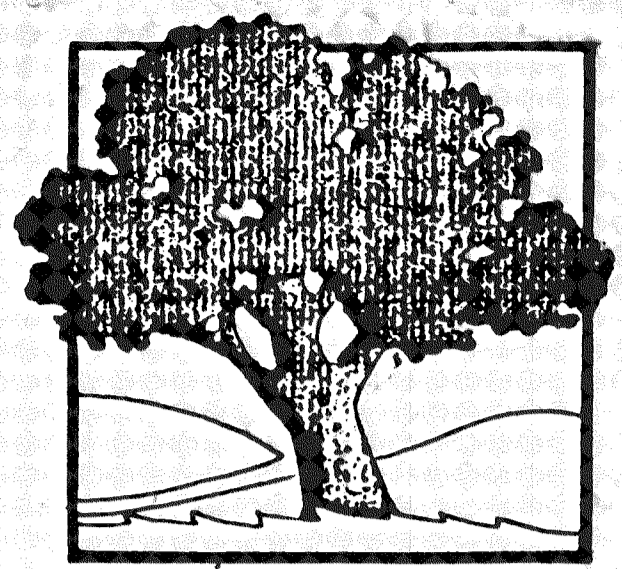
BENCHMARK:  
Bronze disk on Northwest corner of Bridge  
over Seeger Ditch on State Road 14.  
Elevation: 809.27



88 OCT -7 PM 3:38  
ALLEN COUNTY RECORDER  
*Jan E. Schmitt*  
CABINET A PAGE 102-105

87 OCT -5 AM 8:08  
ALLEN COUNTY RECORDER  
*Jan E. Schmitt*

88-041496



87-050541  
CABINET A PAGES 32,  
33, 34, 35

# Sycamore Hills

Sections 1 thru 4

SUBDIVISION IN A PART OF THE E/2 OF SECTION 9 AND A PART OF THE W/2 OF SECTION 10, T-30-N, R-11-E, ALLEN COUNTY, INDIANA.

**OWNER**  
**NORTHILL**

NORTHILL DEVELOPMENT CORPORATION  
609 EAST COOK ROAD, FORT WAYNE, IN 46825  
489-2000

**ENGINEER**  
**RA**

ROCKE & ASSOCIATES  
415 EAST COOK ROAD, FORT WAYNE, IN 46825  
489-2078

<b>RE-RECORDATION DATA</b>
88-041496
<b>CABINET A PAGE 102-105</b>

**RECONFIRMATION**

APPROVED by the Allen County, Indiana, Plan Commission on 28 Sept., 1988  
*Lester C. Gerig*  
Lester C. Gerig, President

Arthur G. Spirou, Vice President

Lynn A. Koehlinger, Secretary

APPROVED by the Allen County Board of Commissioners on 3 October, 1988  
*Donald J. Yoder*  
Donald J. Yoder  
*Richard M. Ellenwood*  
Richard M. Ellenwood  
*Jack Worthman*  
Jack Worthman

ATTEST LINDA K. BLOOM, ALLEN COUNTY AUDITOR

APPROVED by the Allen County Zoning Administrator on 7 October, 1988  
*Dennis A. Gordon*  
Dennis A. Gordon, AICP

APPROVED by the Allen County Surveyor on 10-5, 1988  
*Louis K. Machlan*  
Louis K. Machlan

APPROVED by the Allen County Health Commissioner on 10-5, 1988  
*Dr. Jane M. Imscher*  
Dr. Jane M. Imscher

CERTIFICATION:  
I hereby certify that I am a Land Surveyor licensed in compliance with the laws and the State of Indiana, that this plat correctly represents a survey completed by me and that all markers shown thereon actually exist and that their location, size, type and material are accurately shown.



*Timothy F. Owens*

NOTE: THIS SHEET IS FOR SCHEMATIC PURPOSES ONLY!  
SEE SHEET 2 THRU 4 FOR ACTUAL LOT DIMENSIONS AND EASEMENT CONFIGURATIONS.

APPROVED by the Allen County, Indiana, Plan Commission on Sept. 24, 1987  
*Lester C. Gerig*  
Lester C. Gerig, President  
*Arthur G. Spirou*  
Arthur G. Spirou, Vice President  
*Lynn A. Koehlinger*  
Lynn A. Koehlinger, Secretary

APPROVED by the Allen County Board of Commissioners on 19  
*Donald J. Yoder*  
Donald J. Yoder  
*Richard M. Ellenwood*  
Richard M. Ellenwood  
*Jack Worthman*  
Jack Worthman

ATTEST LINDA K. BLOOM, ALLEN COUNTY AUDITOR

APPROVED by the Allen County Zoning Administrator on October 1, 1987  
*Jack G. Suter*  
Jack G. Suter

APPROVED by the Allen County Surveyor on September 30, 1987  
*Louis K. Machlan*  
Louis K. Machlan

APPROVED by the Allen County Health Commissioner on 9-30, 1987  
*Dr. Jane M. Imscher*  
Dr. Jane M. Imscher

DULY ENTERED FOR TAXATION  
OCT 07 1988  
*Jane K. Bloom*  
AUDITOR OF ALLEN COUNTY

INSTRUMENT W 8571

**ROCKE & ASSOCIATES**  
415 EAST COOK ROAD, SUITE 100  
FORT WAYNE, IN 46825  
PHONE 219-489-2078

REVISIONS	SCALE	DATE

SYCAMORE HILLS - SECTIONS 1 THRU 4

SHEET NUMBER  
**1 OF 4**



\* 2 0 0 7 0 7 0 6 9 2 1 2 \*

2007070692

RECORDED ON  
12/28/2007 03:18:12PM  
JOHN MCGAULEY  
ALLEN COUNTY RECORDER  
FORT WAYNE, IN

**RESTRICTIVE COVENANT AGREEMENT**

REC FEE: 34.00  
TRANS # 17595

THIS RESTRICTIVE COVENANT AGREEMENT (the "Agreement") is made this 26<sup>th</sup> day of December, 2007 by and between Sycamore Hills Golf Club, LLC, an Indiana limited liability company ("Sycamore") and Patricia A. Bell ("Bell") under the following circumstances 02-11-09-327-001.000-075

WITNESSETH

This date, Sycamore is conveying certain real estate to Bell, the legal description of which is attached hereto as Exhibit "A" (the "Sycamore Real Estate"); and

WHEREAS, the Sycamore Real Estate is located immediately adjacent to real estate owned by Bell, the legal description of which being attached hereto as Exhibit "B" (the "Bell Real Estate"); and

WHEREAS, in consideration for the sale of the Sycamore Real Estate to Bell, Sycamore has required, and Bell has agreed, to certain restrictions of use and building improvement upon the Sycamore Real Estate.

NOW, THEREFORE, in consideration of the foregoing, and for good and other valuable consideration, the receipt of which is acknowledged by Sycamore and Bell, Sycamore and Bell agree as follows:

1. **No Subdivision.** The Sycamore Real Estate shall not be subdivided by Bell. Bell may, at Bell's sole cost and expense, combine the Sycamore Real Estate with the Bell Real Estate as one separate tax parcel.

2. **Limitation on Conveyance.** The Sycamore Real Estate may be conveyed to a third party only as part of the same transaction for conveyance of the Bell Real Estate to a third party, it being the parties intent and agreement that there be common and undivided ownership of the Sycamore Real Estate and Bell Real Estate.

*Last Deed of Record dated September 5, 2006 at Document Number 206053376.*

*Barrett Box - JRC*  
494032.1

42899  
AUDITOR'S OFFICE  
Only entered for taxation. Subject  
to final acceptance for transfer.  
DEC 28 2007 34  
*Glenn A. Glendon*  
AUDITOR OF ALLEN COUNTY

3. **Beneficial Parties.** The restrictions set forth in this Agreement shall benefit and inure to all future owners of the Bell Real Estate and Sycamore, together with the successors and assigns of Sycamore as the owner of that certain real estate which is commonly known as Sycamore Hills Golf Course, the legal description of which being attached hereto as Exhibit "C" (the "Sycamore Hills Golf Course Real Estate"). In the event of a breach of any term or provision of this Agreement, Sycamore, or its successors and assigns as owner of the Sycamore Hills Golf Course Real Estate may bring an action at law or in equity for such damages and relief as deemed necessary and appropriate by Sycamore or its successors and assigns. In such event, the prevailing party in any said action at law or in equity shall be entitled to recovery of its attorney fees and costs.

4. **Miscellaneous.** This Agreement shall be construed in accordance with the laws of the State of Indiana. This Agreement shall be binding upon the successors and assigns of Bell as owners of the Bell Real Estate and Sycamore Real Estate and shall be binding upon the successors and assigns of Sycamore and the Sycamore Hills Golf Course Real Estate. This Agreement shall run with the Sycamore Real Estate and Bell Real Estate and may be amended only with the prior written consent of the owner of the Sycamore Real Estate and Bell Real Estate, and the owner of the Sycamore Hills Golf Course Real Estate.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]**

"BELL"

Patricia A. Bell  
Patricia A. Bell

Dated: December 21<sup>st</sup>, 2007


STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF ALLEN     )

Before me, the undersigned, a Notary Public in and for said County and State, this 21<sup>st</sup> day of December, 2007, personally appeared Patricia A. Bell and acknowledged the execution of the foregoing casement on her behalf. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 10-24-15

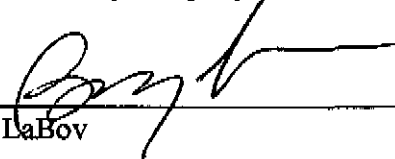
Resident of Allen County, Indiana

Signature: Janel R Conklin  
Printed Name: Janel R Conklin  
Notary Public



**"SYCAMORE"**

Sycamore Hills Golf Club, LLC, an  
Indiana limited liability company

By:   
Barry LaBov

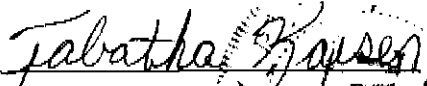
Dated: December 21, 2007

Its: Managing Member

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF ALLEN        )

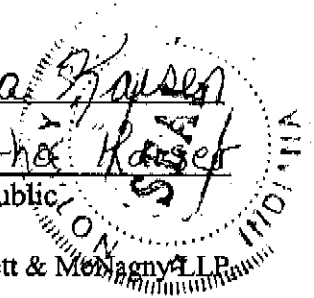
Before me, the undersigned, a Notary Public in and for said County and State, this 21 day of December, 2007, personally appeared Barry LaBov the Managing Member of Sycamore Hills Golf Club, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing easement on their behalf. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 10-25-2010

Signature: 

Resident of Allen County, Indiana

Printed Name: Tabatha Karsen  
Notary Public



THIS INSTRUMENT prepared by Thomas M. Niezer, Attorney No. 11274-02, Barrett & McNagny LLP, 215 East Berry Street, P.O. Box 2263, Fort Wayne, Indiana 46801-2263.

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

When recorded, mail to: Thomas M. Niezer, Esq., Barrett & McNagny LLP, 215 East Berry Street, Fort Wayne, Indiana 46802.

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF  
SYCAMORE REAL ESTATE**

**Page 1 of 2**

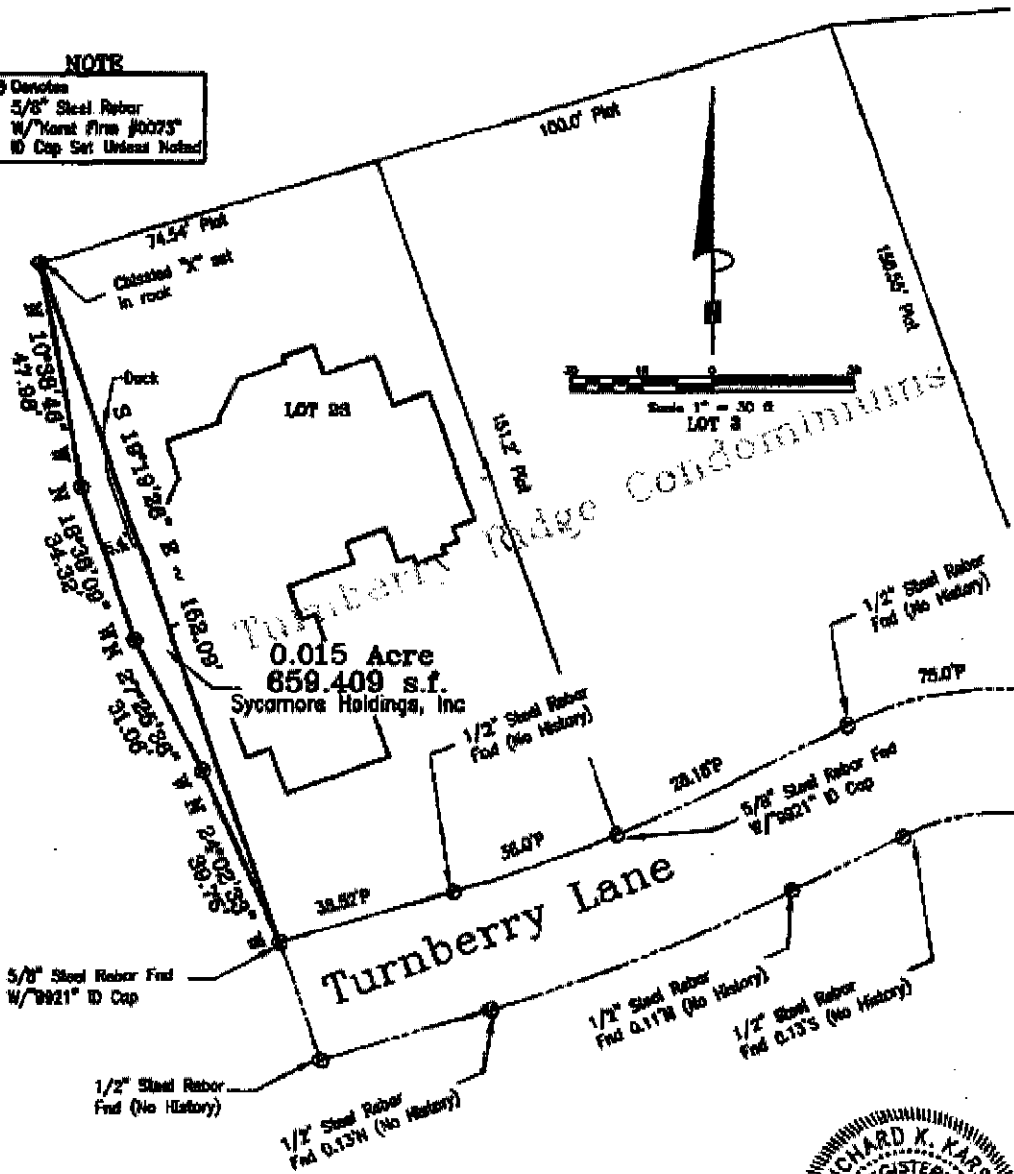
Part of the Southeast Quarter of Section 9, Township 30 North, Range 11 East of the Second Principal Meridian in Allen County, Indiana, more particularly described as follows:

Beginning at a 5/8" steel rebar with "8921" identification cap found at the Southwest corner of Lot 23 in Turnberry Ridge Condominiums as described in Document Number 93-13503 in the Office of the Recorder of Allen County, Indiana; thence North 24 degrees 02 minutes 33 seconds West, a distance of 39.75 feet to a 5/8" steel rebar with "Karat Firm #0073" identification cap set; thence North 27 degrees 25 minutes 36 seconds West, a distance of 31.06 feet to a 5/8" steel rebar with "Karat Firm #0073" identification cap set; thence North 18 degrees 38 minutes 09 seconds West, a distance of 34.32 feet to a 5/8" steel rebar with "Karat Firm #0073" identification cap set; thence North 10 degrees 38 minutes 48 seconds West, a distance of 47.96 feet to a chiseled "X" set in a rock on the West line of said Lot 23; thence South 19 degrees 19 minutes 26 seconds East, a distance of 152.09 feet along said West line to the Point of Beginning. Containing 0.015 acres, 659.409 square feet, more or less. Subject to easements of record.

LEGAL DESCRIPTION OF  
SYCAMORE REAL ESTATE

Page 2 of 2  
(drawing)

**NOTE**  
 ⊗ Denotes  
 5/8" Steel Rebar  
 W/Neat Firm #0075"  
 ID Cap Set Unless Noted



Job No. 07083940

For: Sycamore Holdings, Inc.

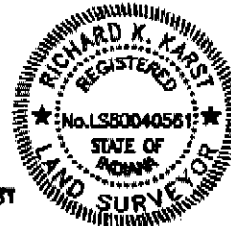
IN WITNESS WHEREOF, I hereunto place my hand and seal this 13th day of September, 2007.

Revised: October 30, 2007

I hereby certify that to the best of my knowledge and belief this plat represents a survey conducted under my supervision in accordance with Title 5.85 IAC 1-12-1 thru 30.

date of fieldwork  
August 30, 2007  
October 23, 2007

*Richard K. Karst*  
Richard K. Karst, PLS NO. 80040561



(Drawing Number: 3940.dwg)

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF  
BELL REAL ESTATE**

2340 Turnberry Lane, also known as Unit 23 in Restatement of Declaration and By Laws of Turnberry Ridge Condominium Horizontal Property Regime recorded in Plat Cabinet C, page 5 and as Document Number 94-12175, amended by First Amendment to Restatement of Declaration of Horizontal Property Ownership of Turnberry Ridge Condominium Horizontal Property Regime recorded November 23, 1994 as Document Number 94-66336, amended by Second Amendment to Restatement of Declaration of Horizontal Property Ownership of Turnberry Ridge Condominium Horizontal Property Regime recorded September 20, 1995 as Document Number 95-42934.

**TOGETHER WITH:**

A non-exclusive easement for ingress and egress as shown on Exhibit "A" to the original declaration recorded in the Office of the Recorder of Allen County, Indiana, as Document Number 89-10677, Plat Cabinet A, page 138, and easement for ingress and egress purposes more fully set out in Grant of Easement recorded June 27, 1994 as Document Number 94-38593.



**EXHIBIT "C"**  
**LEGAL DESCRIPTION OF**  
**SYCAMORE HILLS GOLF COURSE REAL ESTATE**

**GROUP C**

**Tract 1:**

Part of Section 9 and 10 in Township 30 North, Range 11 East, Allen County, Indiana, described as follows:

Commencing at the South Quarter corner of said Section 9; thence South 89 degrees 17 minutes 04 seconds West on the South line of the Southwest Quarter thereof 821.51 feet to the point of beginning; thence continuing South 89 degrees 17 minutes 04 seconds East 396.46 feet; thence North 27 degrees 30 minutes East 358.15 feet; thence North 08 degrees 00 minutes East 257.23 feet; thence South 72 degrees 00 minutes West 95.97 feet; thence North 71 degrees 30 minutes East 170.25 feet; thence North 25 degrees 00 minutes West 100.00 feet; thence North 71 degrees 30 minutes East 51.90 feet; thence South 64 degrees 00 minutes East 128.82 feet; thence North 54 degrees 00 minutes East 151.01 feet; thence North 81 degrees 00 minutes East 48.89 feet; thence North 07 degrees 30 minutes East 185.00 feet; thence along a nontangent curve to the right of having a radius of 200.00 feet and a chord bearing North 33 degrees 30 minutes West 159.50 feet, an arc distance of 184.06 feet; thence along a nontangent curve to the right having a radius of 400.00 feet and a chord bearing North 18 degrees 00 minutes West 630.41 feet, an arc distance of 726.06 feet; thence North 34 degrees 00 minutes East 99.69 feet; thence North 12 degrees 00 minutes East 255.38 feet; thence North 06 degrees 00 minutes West 268.19 feet; thence North 38 degrees 00 minutes East 338.84 feet; thence South 85 degrees 00 minutes East 193.36 feet; thence North 65 degrees 00 minutes East 584.10 feet; thence North 00 degrees 00 minutes East 82.31 feet; thence along a nontangent curve to the left, having a radius of 280.00 feet and a chord bearing North 63 degrees 30 minutes 17 seconds East 28.12 feet, an arc distance of 28.14 feet; thence North 60 degrees 00 minutes East 50.00 feet; thence along a tangent curve to the left having a radius of 530.00 feet and a chord bearing North 70 degrees 00 minutes East 184.07 feet, an arc distance of 185.00 feet; thence North 60 degrees 00 minutes East 25.00 feet; thence along a tangent curve to the right having a radius of 470.00 feet and a chord bearing North 72 degrees 30 minutes East 203.45 feet, an arc distance of 205.08 feet; thence North 85 degrees 00 minutes East 25.00 feet; thence along a tangent curve to the left, having a radius of 330.00 feet and a chord bearing North 79 degrees 30 minutes East 63.26 feet, an arc distance of 63.36 feet; thence South 16 degrees 00 minutes East 69.17 feet; thence South 88 degrees 00 minutes East 168.25 feet; thence North 73 degrees 30 minutes East 215.09 feet; thence North 80 degrees 30 minutes East 175.17 feet; thence North 29 degrees 30 minutes East 259.43 feet; thence North 65 degrees 00 minutes East 136.77 feet; thence North 27 degrees 00 minutes East 185.00 feet; thence North 60 degrees 00 minutes West 267.93 feet; thence North 44 degrees 00 minutes West 161.48 feet; thence North 68 degrees 30 minutes West 60.00 feet; thence South 86 degrees 00 minutes West 148.74 feet; thence South 70 degrees 00 minutes West 179.16 feet; thence South 26 degrees 00 minutes West 133.51 feet; thence South 00 degrees 00 minutes West 141.47 feet; thence South 00 degrees 00 minutes East 204.28 feet; thence South 21 degrees 00 minutes East 213.65 feet; thence South 65 degrees 00 minutes West 30.00 feet; thence along a tangent curve to the right having a radius of 270.00 feet and a chord bearing South 75 degrees 00 minutes West 93.77 feet, an arc distance of 94.25 feet; thence South 84 degrees 00 minutes West 25.00 feet; thence along a tangent curve to the left, having a radius of 530.00 feet and a chord bearing South 62 degrees 00 minutes West 55.48 feet, an arc distance of 55.50 feet; thence North 21 degrees 00 minutes West 300.40 feet; thence North 32 degrees 00 minutes West 264.97 feet; thence North 01 degrees 00 minutes East 100.00 feet; thence along a nontangent curve to the right having a radius of 126.00 feet and a chord bearing North 44 degrees 30 minutes West 175.23 feet, an arc distance of 194.17 feet; thence North 00 degrees 00 minutes East 32.31 feet; thence North 33 degrees 00 minutes East 194.64 feet; thence along a tangent curve to the left having a radius of 70.00 feet and a chord bearing North 11 degrees 00 minutes West 97.25 feet, an arc distance of 107.61 feet; thence along a tangent curve to the right, having a radius of 90.00 feet and a chord bearing North 25 degrees 00 minutes East 177.27 feet, an arc distance of 251.39 feet; thence South 75 degrees 00 minutes East 28.77 feet; thence North 61 degrees 00 minutes East 401.22 feet; thence North 00 degrees 00 minutes East 112.40 feet; thence North 63 degrees 00 minutes East 129.07 feet; thence North 14 degrees 00 minutes East 500.95 feet; thence North 82 degrees 00 minutes West 208.65 feet; thence North 15 degrees 00 minutes West 38.16 feet to the South right of way line of State Road 14; thence North 89 degrees 39 minutes 00 seconds East along said South right of way line a distance of 255.53 feet; thence South 65 degrees 37 minutes 24 seconds East on said right of way line 401.12 feet; thence South 89 degrees 54 minutes 45 seconds East on said right of way line 208.45 feet; thence North 89 degrees 21 minutes 16 seconds East on said right of way line 149.49 feet; thence South 01 degrees 10 minutes 31 seconds West 54.88 feet; thence South 90 degrees 00 minutes West 137.55 feet; thence South 60 degrees 00 minutes West 80.48 feet; thence along a tangent curve to the left having a radius of 200.00 feet and a chord bearing South 14 degrees 30 minutes West 232.28 feet, an arc distance of 247.84 feet; thence South 21 degrees 00 minutes East 549.98 feet; thence South 06 degrees 30 minutes West 167.50 feet; thence South 40 degrees 30 minutes East 249.56 feet; thence South 07 degrees 00 minutes East 198.18 feet; thence South 71 degrees 00 minutes East 123.69 feet; thence along a tangent curve to the right having a radius of 160.00 feet and a chord bearing South 35 degrees 30 minutes East 185.82 feet, an arc distance of 198.27 feet; thence South 00 degrees 00 minutes East 101.88 feet; thence South 17 degrees 00 minutes West 423.71 feet; thence South 11 degrees 30 minutes West 304.66 feet; thence South 40 degrees 00 minutes West 123.31 feet; thence South 11 degrees 30 minutes West 284.07 feet; thence South 36 degrees 00 minutes West 148.61 feet; thence South 51 degrees 30 minutes West 254.38 feet; thence South 70 degrees 00 minutes West 139.34 feet; thence South 80 degrees 00 minutes West 100.00 feet; thence North 66 degrees 30 minutes West 299.53 feet; thence North 26 degrees 00 minutes West 175.67 feet; thence along a tangent curve to the left, having a radius of 185.00 feet and a chord bearing North 67 degrees 00 minutes West 291.37 feet, an arc distance of 357.09 feet; thence South 30 degrees 00 minutes West 111.44 feet; thence South 70 degrees 00 minutes West 108.67 feet; thence South 37 degrees 00 minutes East 106.63 feet; thence South 25 degrees 00 minutes East 297.74 feet; thence South 08 degrees 00 minutes East 95.00 feet; thence South 77

degrees 00 minutes East 230.00 feet; thence South 85 degrees 30 minutes East 519.58 feet; thence South 79 degrees 30 minutes East 315.29 feet; thence North 26 degrees 16 minutes 47 seconds East 363.85 feet; thence North 10 degrees 27 minutes 20 seconds East 369.68 feet; thence along a tangent curve to the right having a radius of 180.00 feet and a chord bearing North 44 degrees 51 minutes 10 seconds East 180.78 feet, an arc distance of 192.11 feet; thence North 79 degrees 15 minutes East 546.26 feet; thence North 33 degrees 00 minutes East 182.73 feet; thence North 79 degrees 00 minutes East 75.00 feet; thence North 05 degrees 00 minutes West 672.16 feet; thence North 40 degrees 30 minutes West 328.10 feet; thence along a tangent curve to the right having a radius of 160.00 feet and a chord bearing North 28 degrees 15 minutes East 296.24 feet, an arc distance of 383.97 feet; thence North 45 degrees 00 minutes East 675.86 feet; thence North 00 degrees 00 minutes East 122.28 feet; thence South 89 degrees 48 minutes 24 seconds East 150.00 feet; thence South 00 degrees 00 minutes East 143.37 feet; thence along a nontangent curve to the right having a radius of 160.00 feet and a chord bearing South 14 degrees 19 minutes 24 seconds East 233.06 feet, an arc distance of 281.07 feet; thence South 27 degrees 00 minutes East 610.95 feet; thence South 05 degrees 00 minutes East 685.65 feet; thence South 36 degrees 30 minutes West 306.82 feet; thence South 45 degrees 00 minutes East 51.34 feet; thence along a nontangent curve to the right having a radius of 1052.74 feet and a chord bearing South 77 degrees 52 minutes 30 seconds West 68.89 feet, an arc distance of 68.90 feet; thence along a tangent curve to the right, having a radius of 1052.74 feet and a chord bearing South 83 degrees 37 minutes 30 seconds West 142.29 feet, an arc distance of 142.40 feet; thence South 87 degrees 30 minutes West 95.00 feet; thence North 30 degrees 00 minutes East 53.55 feet; thence along a nontangent curve to the right having a radius of 160.00 feet and a chord bearing North 05 degrees 06 minutes 13 seconds West 212.47 feet, an arc distance of 232.36 feet; thence North 36 degrees 30 minutes East 189.38 feet; thence North 05 degrees 00 minutes West 523.36 feet; thence North 17 degrees 30 minutes West 788.92 feet; thence South 58 degrees 00 minutes West 445.04 feet; thence South 40 degrees 30 minutes East 290.00 feet; thence along a tangent curve to the right having a radius of 160.00 feet and a chord bearing South 18 degrees 30 minutes East 130.16 feet, an arc distance of 134.04 feet; thence South 07 degrees 30 minutes West 718.47 feet; thence South 05 degrees 00 minutes East 187.47 feet; thence South 34 degrees 00 minutes West 250.00 feet; thence along a tangent curve to the right, having a radius of 160.00 feet and a chord bearing South 56 degrees 37 minutes 30 seconds West 123.10 feet, an arc distance of 126.36 feet; thence South 78 degrees 15 minutes West 441.40 feet; thence South 36 degrees 19 minutes 19 seconds West 745.02 feet; thence South 11 degrees 11 minutes 03 seconds West 177.04 feet; thence South 38 degrees 30 minutes West 40.00 feet; thence along a tangent curve to the right, having a radius of 160.00 feet and a chord bearing South 73 degrees 40 minutes 20 seconds West 184.33 feet, an arc distance of 196.44 feet; thence South 00 degrees 00 minutes East 318.03 feet; thence South 85 degrees 30 minutes East 393.01 feet; thence along a tangent curve to the left, having a radius of 160.00 feet and a chord bearing North 64 degrees 45 minutes East 148.86 feet, an arc distance of 155.77 feet; thence North 35 degrees 00 minutes East 706.18 feet; thence North 63 degrees 00 minutes East 217.93 feet; thence North 83 degrees 00 minutes East 298.62 feet; thence along a nontangent curve to the right having a radius of 400.00 feet and a chord bearing North 58 degrees 31 minutes 37 seconds East 381.97 feet, an arc distance of 398.21 feet; thence North 43 degrees 30 minutes East 380.70 feet; thence North 10 degrees 15 minutes West 57.15 feet; thence along a nontangent curve to the right, having a radius of 1112.74 feet and a chord bearing North 77 degrees 52 minutes 30 seconds East 72.82 feet, an arc distance of 72.83 feet; thence North 76 degrees 00 minutes East 25.00 feet; thence along a tangent curve to the right, having a radius of 194.00 feet and a chord bearing North 85 degrees 30 minutes East 64.07 feet, an arc distance of 64.36 feet; thence South 85 degrees 00 minutes East 25.00 feet; thence South 15 degrees 00 minutes East 56.07 feet; thence South 18 degrees 00 minutes West 509.09 feet; thence South 47 degrees 00 minutes West 418.34 feet; thence along a tangent curve to the right having a radius of 160.00 feet and a chord bearing South 65 degrees 00 minutes West 98.89 feet, an arc distance of 100.53 feet; thence South 83 degrees 00 minutes West 438.19 feet; thence South 45 degrees 00 minutes West 78.80 feet; thence North 88 degrees 00 minutes West 132.51 feet; thence South 02 degrees 00 minutes West 387.04 feet; thence along a tangent curve to the right having a radius of 160.00 feet and a chord bearing South 42 degrees 00 minutes West 205.69 feet, an arc distance of 223.40 feet; thence South 82 degrees 00 minutes West 724.82 feet; thence South 82 degrees 00 minutes West 160.00 feet; thence North 86 degrees 00 minutes West 338.00 feet to the centerline of Beal-Taylor Drain, Abolite Ditch Number 1 and Natural Drain Number 2; thence along said Drains by the following eleven courses: North 04 degrees 06 minutes East 76.10 feet; thence North 40 degrees 15 minutes West 507.00 feet; thence North 64 degrees 00 minutes West 185.00 feet; thence South 85 degrees 30 minutes West 307.00 feet; thence South 80 degrees 30 minutes West 158.00 feet; thence South 20 degrees 18 minutes West 638.50 feet; thence South 36 degrees 00 minutes West 241.00 feet; thence South 10 degrees 00 minutes East 160.00 feet; thence South 30 degrees 15 minutes West 109.00 feet; thence South 80 degrees 30 minutes West 116.00 feet; thence South 60 degrees 15 minutes West 338.00 feet; thence South 09 degrees 35 minutes 41 seconds West 13.17 feet; thence South 00 degrees 42 minutes 58 seconds East 40.00 feet to the point of beginning.

EXCEPTING therefrom the following described property:

A part of the Northeast Quarter of Section 9, Township 30 North, Range 11 East, Allen County, Indiana, described as follows:

Commencing at the Northwest corner of said quarter section; thence South 0 degrees 54 minutes 56 seconds West 40.53 feet along the West line of said quarter section to the South boundary of S. R. 14; thence South 89 degrees 28 minutes 00 seconds East 328.39 feet along the boundary of said S. R. 14 to the Western line of the owner's land and the point of beginning of this description; thence South 89 degrees 28 minutes 00 seconds East 258.05 feet along the boundary of said S. R. 14 to the corner of the owner's land; thence South 79 degrees 13 minutes 24 seconds West 101.98 feet; thence North 64 degrees 29 minutes 49 seconds West 154.86 feet to the Western line of the owner's land; thence North 14 degrees 33 minutes 15 seconds West 6.82 feet along said

Western line of the point of beginning and containing 0.070 acres, more or less.

ALSO EXCEPTING therefrom the following described property:

A tract of land in a part of the Southeast Quarter of Section 9, Township 30 North, Range 11 East, Aboltz Township, Allen County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of Lot 116 in Sycamore Hills, Sections 1 thru 4, a subdivision in Allen County, Indiana, recorded as Document Number 87-050541, Cabinet A, Pages 32 through 35, in the Recorder's Office of Allen County, Indiana; thence North 85 degrees 30 minutes 00 seconds West a distance of 194.25 feet to a point; thence North 77 degrees 00 minutes 00 seconds West a distance of 230.00 feet to a point; thence North 8 degrees 00 minutes 00 seconds West a distance of 82.50 feet to the point of beginning; thence South 72 degrees 00 minutes 00 seconds West a distance of 40.00 feet to a point; thence North 85 degrees 30 minutes 00 seconds West a distance of 89.00 feet to a point; thence 39 degrees 00 minutes 00 seconds West a distance of 134.00 feet to a point; thence North 21 degrees 45 minutes 00 seconds West a distance of 130.05 feet to a point; thence North 27 degrees 00 minutes 00 seconds East a distance of 132.74 feet to a point; thence South 37 degrees 00 minutes 00 seconds East a distance of 106.63 feet to a point; thence South 25 degrees 00 minutes 00 seconds East a distance of 297.74 feet to a point; thence South 8 degrees 00 minutes 00 seconds East a distance of 12.50 feet to the point of beginning; containing 42,130 square feet or 0.97 acres more or less.

ALSO:

Except that part platted as Sycamore Hills Section "A" recorded as Document Number 92-35254 in Plat Cabinet B, Page 95.

ALSO EXCEPT:

Part of the Southwest Quarter of Section 9, Township 30 North, Range 11 East, Allen County, Indiana described as follows:

Commencing at the Southwest corner of said Section; thence North 89 degrees 17 minutes 04 seconds East, on the South line thereof, 1427.20 feet; thence North 00 degrees 42 minutes 56 seconds West 40.00 feet; thence North 27 degrees 30 minutes 00 seconds East 310.75 feet; thence North 08 degrees 00 minutes 00 seconds East 257.23 feet to the Point of Beginning; thence South 72 degrees 00 minutes 00 seconds West 95.97 feet; thence North 71 degrees 30 minutes 00 seconds West 170.26 feet; thence North 25 degrees 00 minutes 00 seconds West 100.00 feet; thence North 71 degrees 30 minutes 00 seconds East 51.90 feet; thence South 64 degrees 00 minutes 00 seconds East 128.82 feet; thence North 54 degrees 00 minutes 00 seconds East 151.01 feet; thence North 81 degrees 00 minutes 00 seconds East 88.89 feet; thence South 24 degrees 08 minutes 25 seconds East 66.72 feet; thence South 28 degrees 01 minutes 42 seconds West 109.35 feet; thence South 72 degrees 00 minutes 00 seconds West 60.00 feet to the point of beginning, containing 1.07 acres more or less.

ALSO EXCEPT that part Dedicated to the Restatement of Declaration of Horizontal Property Owner's of Turnberry Ridge Condominium Horizontal Property Regime as set out in Plat Cabinet C, Pages 5-6 and Document Number 94-12175.

ALSO EXCEPT:

Part of the West Half of the Southwest Quarter of Section 10, Township 30 North, Range 11 East, Allen County, Indiana, being part of a 213.39 acre tract conveyed to Sycamore Hills Golf Club, Inc. in Document Number 87-54265 in the Office of the Recorder of Allen County, Indiana, said part being more particularly described as follows, to-wit:

Beginning at a 5/8 inch diameter rebar on the Northwestern line of Lot Number 82 in Sycamore Hills, Section 1, according to the plat thereof, recorded in Plat Cabinet A, page 34 and re-recorded in Plat Cabinet A, page 104 in the Office of said Recorder, at a point situated 112.22 feet, North 38 degrees 30 minutes 00 seconds East (plat bearing and is used as the basis for the bearings in this description) from the most Westerly corner of said Lot Number 82; thence North 36 degrees 30 minutes 00 seconds East, on and along said Northwest line, a distance of 114.07 feet to a 5/8 inch diameter rebar at the most Northernly corner of said Lot Number 82; thence North 79 degrees 58 minutes 18 seconds West, on and along the Westerly projection of the Northernly line of said Lot Number 82, a distance of 42.78 feet to a 5/8 inch diameter rebar; thence South 14 degrees 32 minutes 44 seconds West, a distance of 102.43 feet to the point of beginning, containing 0.050 acres of land.

ALSO EXCEPT:

A strip of land in the Northeast Quarter of Section 9, Township 30 North, Range 11 East, Allen County, Indiana, said strip being 60 feet in width and lying 30 feet on each side of the following described centerline, to wit:

Beginning on the Westerly boundary line of Sycamore Hills, Section One, according to the plat thereof, recorded in Plat Cabinet A, page 35, and re-recorded in Plat cabinet A, pages 102-105 in the Office of the Recorder of Allen County, Indiana, at a point situated 30.0 feet, South 07 degrees 00 minutes East (plat bearing and is used as the basis for the bearings in this description) from the Southwest corner of Lot Number 126 in said Sycamore Hill, Section One, this being the Westerly terminus of the centerline of Sycamore Hill Drive as platted in said Sycamore Hills, Section One, thence South 83 degrees 00 minutes West, a distance of 461.81 feet to the point of curvature of a regular curve to the left having a radius of 225.00 feet; thence Southwesterly, on and along the arc of said curve, an arc distance of 241.51 feet, being subtended by a long chord having a length of 230.08 feet and a bearing of South 52 degrees 15 minutes West to the point of tangency; thence South 21 degrees 30 minutes

West and tangent to said curve, a distance of 4.31 feet to the point of intersection of the Northernly boundary line of Sycamore Hills, Section 6, according to the plat thereof, recorded in Plat Cabinet A, page 110 in the Office of said Recorder, with the centerline of West Sycamore Hills Drive as Platted in said Sycamore Hills, Section 6, and there terminating.

**ALSO EXCEPT:**

Part of the Northeast Quarter of Section 9, Township 30 North, Range 11 East, Allen County, Indiana, more particularly described as follows:

Beginning at a 5/8 inch iron pin found marking the Southwest corner of Lot Numbered 125 in Sycamore Hills Section One, as recorded in Plat Cabinet "A" page 35 in the Office of the Recorder of Allen County, Indiana, thence South 83 degrees 00 minutes 00 seconds West (plat bearing and the basis of bearings) along the Westerly extension of the Southerly line of said Lot Number 125, a distance of 125.0 feet to a 5/8 inch iron pin set; thence North 04 degrees 15 minutes 00 seconds West, a distance of 150.50 feet to a 5/8 inch iron pin set; thence North 85 degrees 45 minutes 00 seconds East, a distance of 88.58 feet to a 5/8 inch iron pin found at the Northwest corner of said Lot Number 125; thence South 40 degrees 00 minutes 00 seconds East along the Westerly line of said Lot Number 125, a distance of 58.76 feet to a 5/8 inch iron pin found at the angle point in said Westerly line; thence South 07 degrees 00 minutes 00 seconds East along the Westerly line of said Lot Number 125, a distance of 98.85 feet to the point of beginning, containing 0.395 acres.

**Tract 2**

A tract in a part of the Southeast Quarter of Section 9, Township 30 North, Range 11 East, Allen County, Indiana. Said tract being more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of Section 9, Township 30 North, Range 11 East, Allen County, Indiana; thence North 0 degrees 28 minutes 13 seconds East along the West line of said Southeast Quarter a distance of 1293.4 feet to the center line of the Beal-Taylor Drain, Abolts Ditch Number 1; thence Easterly on the centerline of said Drain and Natural Drain Number 2 approximated by the following four courses; North 60 degrees 30 minutes 00 seconds East a distance of 120 feet; thence North 85 degrees 30 minutes 00 seconds East a distance of 307 feet; thence South 84 degrees 00 minutes 00 seconds East a distance of 185 feet; thence South 40 degrees 15 minutes 00 seconds East a distance of 134.05 feet to the Point of Beginning; thence South 28 degrees 23 minutes 14 seconds West a distance of 156.45 feet; thence South 11 degrees 31 minutes 22 seconds East a distance of 134.57 feet; thence south 50 degrees 54 minutes 04 seconds East a distance of 120.13 feet; thence South 72 degrees 51 minutes 17 seconds East a distance of 515.28 feet; thence North 86 degrees 00 minutes 00 seconds West a distance of 338.00 feet to the centerline of said Natural Drain Number 2; thence North Westerly on the centerline of said Natural Drain Number 2 approximated by the following two courses; North 4 degrees 08 minutes 00 seconds East a distance of 78.1 feet; thence North 40 degrees 15 minutes 00 seconds West a distance of 372.95 feet to the Point of Beginning, Containing 72,623.95 square feet or 1.67 acres more or less.

**Tract 3:**

Part of the West Half of the Northwest Quarter of Section 10, Township 30 North, Range 11 East, Allen County, Indiana, described as follows:

Beginning at the Northeast corner of Lot Number 152 in Sycamore Hills, Section 1, as recorded in Document Number 87-50541, in the Office of the Allen County, Recorder; thence North 89 degrees 46 minutes 24 seconds West on the North line of said Lot and Lot 151 in said Section 1 a distance of 400.00 feet; thence North 00 degrees 13 minutes 31 seconds East 275.00 feet to the South right of way line of Oakhill Drive; thence South 89 degrees 48 minutes 24 seconds East on said right of way line 400.00 feet to the East line of the West Half of the Northwest Quarter of said Section; thence South 00 degrees 13 minutes 31 seconds West on said East line 275.00 feet to the Point of Beginning.

Together with a private, non exclusive Ingress-Egress and Utility Easement through, over, under, and across the following described property:

A strip of land in the West Half of the Northwest Quarter of Section 10, Township 30 North, Range 11 East, Allen County, Indiana, described as follows: Commencing at a point 12.00 feet North 89 degrees 46 minutes 24 seconds West of the Northwest corner of Lot 151 in Sycamore Hills, Section 1 as recorded in Document Number 87-050541 in the Office of the Recorder of Allen County, Indiana, said point being the Southwest corner of the Sycamore Hills Golf Course Maintenance Facility; thence North 00 degrees 13 minutes 31 seconds East a distance of 20.00 feet along the West line thereof to the point of beginning; thence continuing along said West line North 00 degrees 13 minutes 31 seconds East a distance of 50.00 feet to a point; thence North 89 degrees 46 minutes 24 seconds West a distance of 354.17 feet to a point; thence South 55 degrees 00 minutes 00 seconds West a distance of 121.35 feet to a point; thence South 28 degrees 00 minutes 00 seconds West a distance of 30.48 feet to a point of curve to the right thence along said curve to the right having a central angle of 16 degrees 41 minutes 49 seconds, a radius of 310.00 feet, a chord bearing of South 57 degrees 20 minutes 58 seconds East, a chord distance of 90.02 feet, an arc distance of 90.34 feet to a point; thence North 22 degrees 50 minutes 00 seconds East a distance of 75.20 feet to a point; thence North 60 degrees 00 minutes 00 seconds East a distance of 51.27 feet to a point; thence South 89 degrees 46 minutes 24 seconds East a distance of 318.31 feet to the Point of Beginning, containing 26.841 square feet or 0.612 acres more or less

**Tract 4**

A tract of land in a part of the Southeast Quarter of Section 9, Township 30 North, Range 11 East, Aboite Township, Allen County, Indiana, described as follows:

Commencing at the Southwest corner of Lot 116 in Sycamore Hills, Section 1 thru 4, a subdivision in Allen County, Indiana, recorded as Document Number 87-050641, pages 32 through 35, in the Recorder's Office of Allen County, Indiana; thence North 85 degrees 30 minutes 00 seconds West 184.25 feet; thence North 77 degrees 00 minutes West 230.00 feet; thence North 08 degrees 00 minutes 00 seconds West 82.50 feet; thence North 72 degrees 00 minutes 00 seconds East 71.88 feet; thence South 52 degrees 00 minutes 00 seconds East 138.27 feet; thence South 82 degrees 20 minutes 40 seconds East 267.00 feet to a point on the West line of said Lot 116; thence South 12 degrees 00 minutes 00 seconds West along the West line of said Lot a distance of 52.50 feet to the point of beginning, containing 0.71 acres more or less.

**Tract 5**

A tract of land in a part of the Northeast Quarter of Section 9, Township 30 North Range 11 East, Aboite Township, Allen County, Indiana, being more particularly described as follows:

Beginning at the Northwest corner of Lot 126 in Sycamore Hills, Section 1 thru 4, recorded as Document Number 88-041496 in the Office of the Allen County Recorder; thence North 21 degrees 00 minutes 00 seconds West along the Easterly boundary of the 13th Fairway of Sycamore Hills Golf Course a distance of 549.98 feet; thence along a curve to the right having a central angle of 40 degrees 23 minutes 45 seconds, a radius of 200.00 feet, a chord bearing North 0 degrees 48 minutes 06 seconds West a distance of 138.10 feet, and an arc distance of 141.01 feet; thence South 21 degrees 00 minutes 00 seconds East and parallel with the Easterly boundary of said 13th Fairway a distance of 471.80 feet; thence South 8 degrees 04 minutes 34 seconds East a distance of 213.20 feet to the point of beginning; containing 25,500.00 square feet or 0.59 acres more or less.

**Tract 6**

Part of the Lot Number 82 in Sycamore Hills, Section 1, according to the plat thereof, recorded in Plat Cabinet A, page 34 and re-recorded in Plat Cabinet A, page 104 in the Office of the Recorder of Allen County, Indiana, said part being more particularly described as follows, to-wit:

Beginning at a 5/8 inch diameter rebar at the most Westerly corner of said Lot Number 82; thence North 36 degrees 30 minutes 00 seconds East (plat bearing and is used as the basis for the bearings in this description), on and along the Northwestery line of said Lot Number 82, a distance of 112.22 feet to a 5/8 inch diameter rebar; thence South 02 degrees 22 minutes 11 seconds West, a distance of 115.33 feet to a 5/8 inch diameter rebar on the Southerly line of said Lot Number 82; thence South 56 degrees 14 minutes 30 seconds West, on and along said southerly line, being also the North right of way line of Camoostie Lane, a distance of 14.00 feet; thence South 76 degrees 00 minutes 00 seconds West, continuing along said Southerly line and said North right of way line, a distance of 14.47 feet, to the point of beginning, containing 0.099 acres of land.