

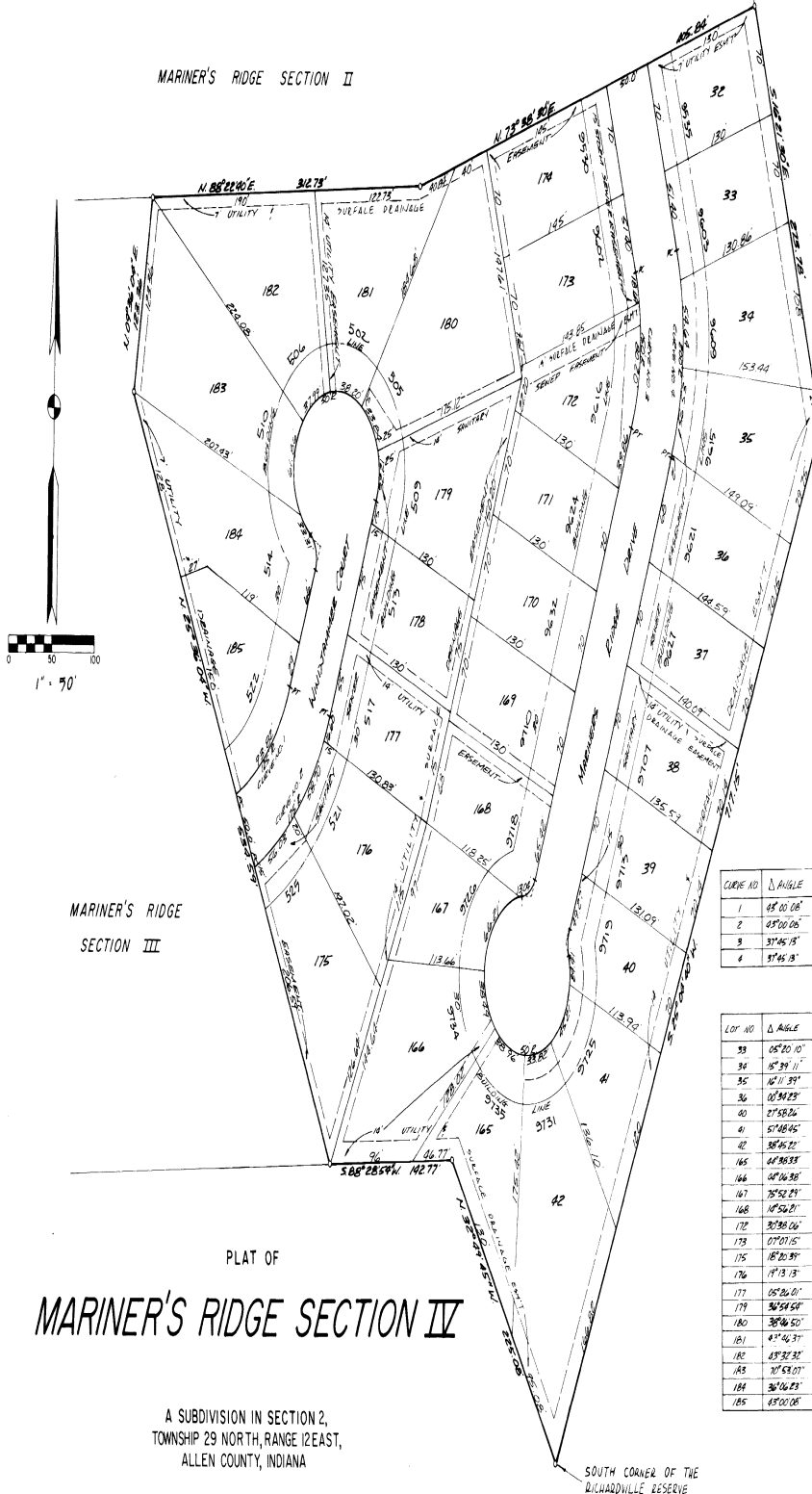
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ALLEN COUNTY, INDIANA

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ALLEN COUNTY, INDIANA

MARINER'S RIDGE SECTION II



MARINER'S RIDGE SECTION IV

A SUBDIVISION IN SECTION 2,
TOWNSHIP 29 NORTH, RANGE 12 EAST,
ALLEN COUNTY, INDIANA

DEVELOPER:
THE DEVONSHIRE CORPORATION
5201 COLDWATER ROAD
SUITE 110
FORT WAYNE, INDIANA 46825

ENGINEER:
S.O. LOUGHEED & ASSOCIATES, INC.
4605 ILLINOIS ROAD
FORT WAYNE, INDIANA 46804

NOTES

- 1) 5/8" x 18" REINFORCING BARS SET AT EACH LOT CORNER.
- 2) ALL HEAD OF CUL-DE-SAC RADI 20'
- 3) ALL BURIED UTILITIES MUST ALLOW FOR PROPOSED DRAINAGE SWALE GRADES AS FOUND IN PLANS.
- 4) MINIMUM FLOOR ELEVATION TO BE 794.0'
- 5) THE UNDERSIGNED SURVEYOR HAS DETERMINED THAT MARINER'S RIDGE SECTION II LIES OUTSIDE THE REGULATORY FLOOD AS DEFINED IN THE ZONING ORDINANCE OF ALLEN COUNTY, INDIANA AS AMENDED JUNE 27, 1974.

BENCH MARK: TOP OF OPERATING NUT ON FIRE HYDRANT LOCATED IN WEST R/W SHOALS DRIVE AT FRONT CORNER LOTS 60/61 MARINER'S RIDGE SEC. III
ELEV. = 793.37

STREET CURVE DATA

CURVE NO.	ANGLE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
1	45° 00' 00"	125	93.82	91.84	91.84	N 45° 00' 00" E
2	45° 00' 00"	175	131.84	128.28	128.28	N 45° 00' 00" E
3	37° 45' 15"	150	118.84	112.04	112.04	S 52° 31' 15" W
4	37° 45' 15"	220	181.79	168.91	168.91	S 52° 31' 15" W

LOT CURVE DATA

LOT NO.	ANGLE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
33	05° 20' 10"	200	18.63	9.32	18.62	S 13° 43' 33" E
34	15° 39' 11"	200	64.66	31.49	64.61	S 08° 11' 42" E
35	10° 11' 39"	200	66.63	28.45	66.34	S 12° 45' 42" W
36	02° 34' 25"	200	2.00	1.00	2.00	S 02° 34' 25" W
40	27° 58' 26"	50	24.41	12.45	24.11	S 07° 10' 20" E
41	57° 48' 45"	50	45.21	24.21	43.61	S 07° 42' 27" W
42	30° 45' 21"	50	33.62	17.51	33.18	S 19° 58' 31" W
165	47° 38' 33"	50	38.76	20.53	37.98	N 68° 18' 39" W
166	47° 38' 33"	50	38.49	20.26	37.88	N 68° 18' 39" W
167	75° 52' 29"	50	66.21	38.18	61.48	N 07° 03' 44" E
168	14° 50' 21"	50	13.04	6.50	13.00	N 06° 28' 19" E
172	30° 38' 06"	150	100.20	41.08	71.25	N 06° 05' 22" E
173	07° 01' 15"	150	18.64	9.33	18.63	N 07° 01' 15" E
175	17° 20' 39"	175	64.08	28.26	55.71	N 55° 33' 01" E
176	17° 13' 13"	175	58.70	27.63	58.43	N 56° 26' 25" E
177	05° 26' 01"	175	16.60	8.30	16.59	N 05° 26' 01" E
179	30° 54' 54"	50	30.21	16.69	31.66	N 02° 56' 31" E
180	30° 46' 50"	50	33.04	17.60	33.20	N 30° 46' 50" W
181	43° 46' 31"	50	39.70	20.09	37.26	N 43° 46' 31" W
182	43° 46' 31"	50	37.99	19.91	37.08	N 43° 46' 31" W
183	37° 53' 01"	50	61.64	36.59	67.91	S 07° 53' 01" W
184	30° 46' 29"	50	31.51	16.30	30.91	S 07° 53' 01" W
185	45° 00' 00"	125	93.82	91.84	91.84	S 45° 00' 00" W

LEGAL DESCRIPTION OF MARINER'S RIDGE, SECTION IV

Part of Section 2, Township 29 North, Range 12 East, Allen County, Indiana, described as follows:

Beginning at the south corner of the Richardville Reserve lying in said Section; thence North 32 deg 49 min 45 sec West along the southerly line of said Reserve 225.08 feet; thence South 88 deg 28 min 54 sec West 142.77 feet to the southeast corner of Mariner's Ridge, Section III; thence North 25 deg 36 min 14 sec West along the east line of Mariner's Ridge, Section III a distance of 534.59 feet to the southeast corner of Lot 53 in Mariner's Ridge, Section III; thence North 09 deg 36 min 04 sec East along the east line of Mariner's Ridge, Section III a distance of 123.36 feet to the northeast corner of Lot 52 in Mariner's Ridge, Section III; thence North 88 deg 22 min 40 sec East along the south line of Mariner's Ridge, Section III a distance of 312.73 feet; thence North 73 deg 38 min 30 sec East along the south line of Mariner's Ridge, Section III a distance of 405.84 feet to the southeast corner of Lot 31 in Mariner's Ridge, Section III; thence South 16 deg 21 min 30 sec East along the west line of property owned by the Fort Wayne Community School Building Corporation 273.78 feet to the southwest corner of said property; thence South 25 deg 04 min 40 sec West along the southerly line of said Richardville Reserve 717.15 feet to the point of beginning, containing 9.459 acres and subject to easement and rights of way of record.

CERTIFICATION:

I, Timothy F. Owens, hereby certify that I am a Land Surveyor, licensed in compliance with the laws of the State of Indiana, that this plat correctly represents a survey completed by me in March 1980, that all markers shown herein actually exist and that their location, size, type and material are accurately shown.

Timothy F. Owens, L. S.

Allen County, Indiana Plan Commission

Lester C. Gerig President
Arthur C. Sprou Vice President
Lynn A. Koeliker Secretary

Allen County Board of Commissioners

John W. Thomas
Edna J. Roush
Donald J. Toder

Attest Date: 5-1-80 Allen County Auditor

Allen County Surveyor: Louis K. Neelman
Louis K. Neelman

Allen County Health Commissioner
Dr. Jane M. Truescher

Allen County Zoning Administrator
Dennis Gordon

T.F. OWENS & ASSOCIATES
ENGINEERING • SURVEYING • LAND PLANNING
1402 EAST STATE BLVD
FORT WAYNE, IN 46805
219-484-7500

PREPARED BY: TIMOTHY F. OWENS

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ALLEN COUNTY RECORDER

John Schmitt

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ALLEN COUNTY RECORDER

John Schmitt

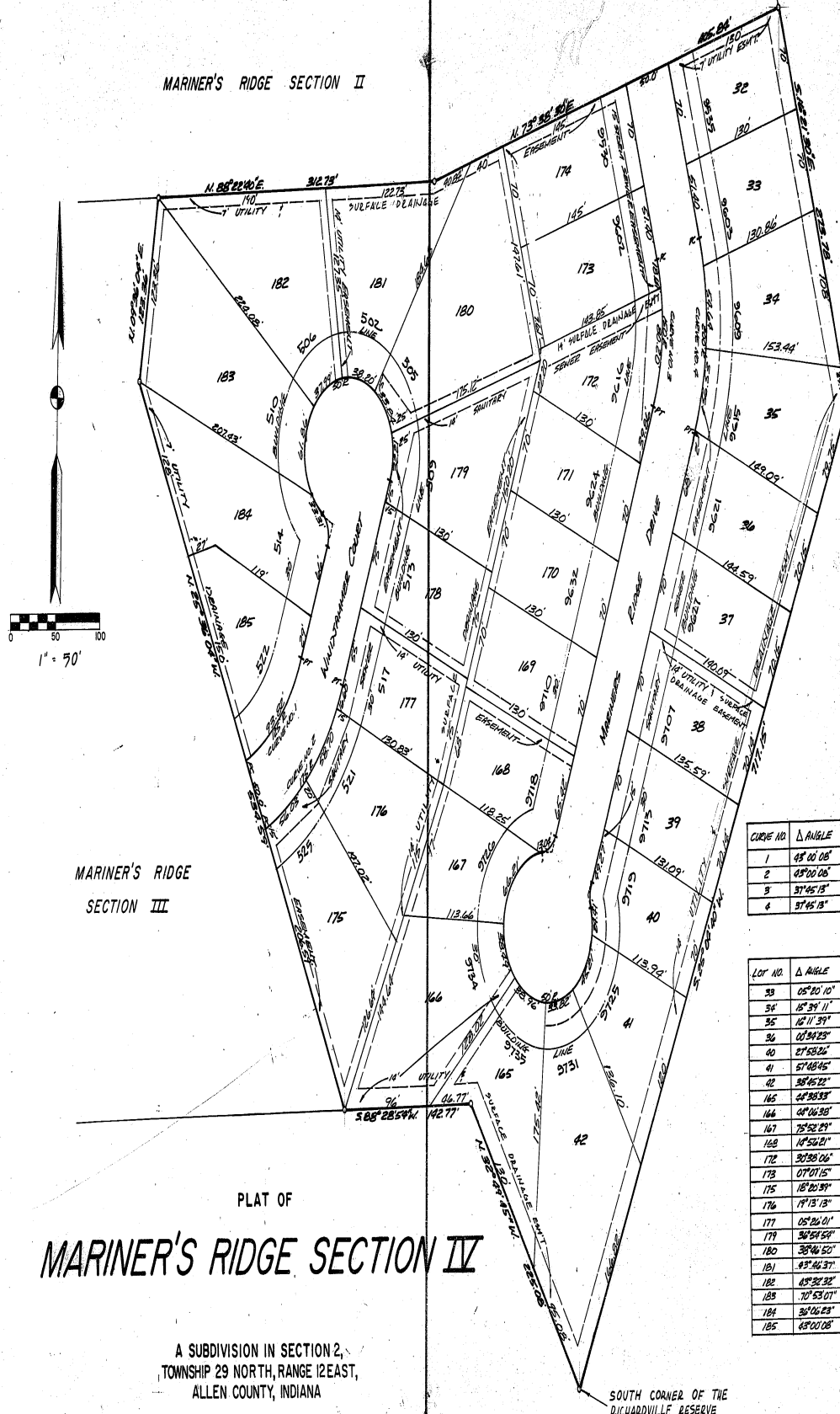
JUN 28 1989

JACK BLOOM

AUDITOR OF ALLEN COUNTY

INSTRUMENT NO.

MARINER'S RIDGE SECTION II



DEVELOPER:

THE DEVONSHIRE CORPORATION
5201 COLDWATER ROAD
SUITE 110
FORT WAYNE, INDIANA 46825

ENGINEER:

S.O. LOUGHEED & ASSOCIATES
4605 ILLINOIS ROAD
FORT WAYNE, INDIANA 46804

NOTES

- 1) 5/8" x 18" REINFORCING BARS SET AT EACH LOT CORNER.
- 2) ALL HEAD OF CUL-DE-SAC ROAD.
- 3) ALL BURIED UTILITIES MUST ALL PROPOSED DRAINAGE SWALE G. FOUND IN PLANS.
- 4) MINIMUM FLOOR ELEVATION TO
- 5) THE UNDERSIGNED SURVEYOR HAS THAT MARINER'S RIDGE SECTION THE REGULATORY FLOOD AS DE OF ALLEN COUNTY, AMENDED JUNE 27, 1974.

BENCH MARK: TOP OF OPERATING HYDRANT LOCATED AT SHOALS DRIVE LOTS 60/61 MARINER'S RIDGE ELEV. = 793.37

STREET CURVE DATA

CURVE NO.	Δ ANGLE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
1	48° 01' 08"	125'	73.82	44.55	91.63	N 02° 10' 08" E
2	48° 00' 08"	175'	131.85	68.94	128.28	N 02° 10' 08" E
3	37° 45' 15"	160'	78.54	57.87	97.04	S 02° 10' 08" E
4	37° 45' 15"	200'	131.77	68.97	128.42	S 02° 10' 08" E

LOT CURVE DATA

LOT NO.	Δ ANGLE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
33	05° 20' 10"	200'	18.63	9.32	18.62	S 11° 10' 10" E
34	16° 39' 11"	220'	54.64	27.44	54.67	S 02° 10' 08" E
35	16° 39' 11"	200'	56.53	28.45	56.34	S 11° 10' 10" E
36	00° 34' 23"	200'	2.00	1.00	2.00	S 02° 10' 08" E
40	27° 53' 26"	50'	24.41	12.45	24.17	S 10° 10' 10" E
41	57° 45' 45"	50'	45.21	24.47	43.44	S 02° 10' 08" E
42	38° 45' 12"	50'	33.82	17.57	33.18	S 02° 10' 08" E
145	04° 38' 33"	50'	38.76	20.53	37.78	N 02° 10' 08" E
146	04° 38' 33"	50'	38.49	20.25	37.55	N 02° 10' 08" E
147	75° 52' 29"	50'	64.21	38.78	61.48	N 02° 10' 08" E
148	14° 52' 21"	50'	13.04	6.56	13.00	N 02° 10' 08" E
172	30° 30' 06"	150'	80.20	41.08	79.25	N 02° 10' 08" E
173	07° 01' 15"	150'	18.64	9.33	18.63	N 02° 10' 08" E
175	18° 20' 39"	175'	54.03	28.26	53.77	N 02° 10' 08" E
176	17° 13' 13"	175'	53.70	27.63	53.48	N 02° 10' 08" E
177	05° 24' 01"	175'	16.60	8.30	16.57	N 02° 10' 08" E
179	34° 34' 54"	50'	32.21	16.41	31.66	N 02° 10' 08" E
180	38° 46' 50"	50'	33.84	17.60	33.20	N 02° 10' 08" E
181	43° 46' 37"	50'	38.20	20.07	37.28	N 02° 10' 08" E
182	48° 32' 32"	50'	37.94	18.17	37.09	N 02° 10' 08" E
183	70° 53' 07"	50'	61.80	35.54	67.97	N 02° 10' 08" E
184	36° 04' 23"	50'	31.57	16.30	30.97	N 02° 10' 08" E
185	43° 00' 08"	125'	73.82	44.55	91.63	N 02° 10' 08" E

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ALLEN COUNTY RECORDER

John E. Schmitt

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ALLEN COUNTY RECORDER

John E. Schmitt

ONLY ENTERED FOR RECORD

JUN 28 1989

Jack R. Brown
AUDITOR OF ALLEN COUNTY

INSTRUMENT N 421

SECTION II

DEVELOPER:

THE DEVONSHIRE CORPORATION
5201 COLDWATER ROAD
SUITE 110
FORT WAYNE, INDIANA 46825

ENGINEER:

S. O. LOUGHEED & ASSOCIATES, INC.
4605 ILLINOIS ROAD
FORT WAYNE, INDIANA 46804

NOTES

- 1) 5/8" x 18" REINFORCING BARS SET AT EACH LOT CORNER.
- 2) ALL HEAD OF CUL-DE-SAC RADI 20'
- 3) ALL BURIED UTILITIES MUST ALLOW FOR PROPOSED DRAINAGE SWALE GRADES AS FOUND IN PLANS.
- 4) MINIMUM FLOOR ELEVATION TO BE 794.0'
- 5) THE UNDERSIGNED SURVEYOR HAS DETERMINED THAT MARINER'S RIDGE SECTION II LIES OUTSIDE THE REGULATORY FLOOD AS DEFINED IN THE ZONING ORDINANCE OF ALLEN COUNTY, INDIANA AS AMENDED JUNE 27, 1974.

BENCH MARK: TOP OF OPERATING NUT ON FIRE HYDRANT LOCATED IN WEST R/W SHOALS DRIVE AT FRONT CORNER LOTS 60/61 MARINER'S RIDGE SEC. II.
ELEV. = 793.37

STREET CURVE DATA

CURVE NO.	Δ ANGLE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
1	45° 00' 00"	125'	93.82	49.05'	91.65'	N 42° 53' 50" E
2	45° 00' 00"	175'	131.84	66.94'	128.26'	N 42° 53' 50" E
3	57° 45' 15"	150'	98.84	51.21'	97.06'	S 02° 31' 15" W
4	57° 45' 15"	200'	131.77	68.39'	128.42'	S 02° 31' 15" W

LOT CURVE DATA

LOT NO.	Δ ANGLE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
33	05° 20' 10"	200'	18.63	9.32'	18.62'	S 13° 43' 33" E
34	15° 39' 11"	200'	54.64'	27.49'	54.47'	S 02° 11' 42" E
35	15° 39' 11"	200'	54.63'	28.45'	56.34'	S 12° 43' 04" W
36	01° 34' 23"	200'	2.00'	1.00'	2.00'	S 01° 26' 36" W
40	57° 58' 26"	50'	24.41'	12.45'	24.17'	S 10° 11' 20" E
41	57° 48' 45"	50'	45.01'	24.41'	48.41'	S 09° 42' 27" W
42	38° 46' 22"	50'	33.82'	17.59'	33.18'	S 19° 53' 31" W
43	44° 36' 33"	50'	38.92'	20.53'	37.93'	N 46° 13' 31" W
44	04° 06' 38"	50'	38.99'	20.24'	37.95'	N 11° 50' 04" W
46	04° 06' 38"	50'	38.99'	20.24'	37.95'	N 11° 03' 44" E
47	75° 52' 27"	50'	64.21'	38.78'	61.43'	N 01° 03' 44" E
48	14° 52' 21"	50'	13.04'	6.56'	13.00'	N 13° 02' 19" E
172	30° 38' 06"	150'	80.20'	41.08'	79.25'	N 08° 05' 22" E
173	07° 01' 15"	150'	18.64'	9.33'	18.63'	N 12° 49' 53" W
175	18° 20' 39"	175'	54.03'	28.24'	55.79'	N 15° 13' 40" E
176	19° 13' 13"	175'	52.70'	27.63'	54.43'	N 30° 24' 25" E
177	05° 20' 10"	175'	16.40'	8.20'	16.57'	N 02° 00' 58" E
179	34° 54' 55"	50'	32.21'	16.67'	31.66'	N 02° 50' 37" E
180	38° 46' 50"	50'	33.84'	17.60'	33.20'	N 39° 59' 12" W
181	43° 34' 31"	50'	38.20'	20.09'	37.28'	N 16° 10' 58" W
182	43° 34' 32"	50'	37.99'	19.97'	37.04'	S 60° 09' 37" W
183	10° 53' 07"	50'	41.84'	35.54'	57.99'	S 20° 50' 56" W
184	36° 46' 23"	50'	31.51'	16.30'	30.99'	S 50° 22' 51" E
185	45° 00' 00"	125'	93.82'	49.05'	91.65'	S 42° 53' 50" W

LEGAL DESCRIPTION OF MARINER'S RIDGE, SECTION IV

Part of Section 2, Township 29 North, Range 12 East, Allen County, Indiana, described as follows:

Beginning at the south corner of the Richardville Reserve lying in said Section; thence North 32 deg 49 min 45 sec West along the southeasterly line of said Reserve 226.08 feet; thence South 88 deg 28 min 54 sec West 142.77 feet to the southeast corner of Mariner's Ridge, Section III; thence North 25 deg 36 min 04 sec West along the east line of Mariner's Ridge, Section III a distance of 534.59 feet to the southeast corner of Lot 53 in Mariner's Ridge, Section III; thence North 09 deg 36 min 04 sec East along the east line of Mariner's Ridge, Section III a distance of 123.35 feet to the northeast corner of Lot 52 in Mariner's Ridge, Section III; thence North 88 deg 22 min 40 sec East along the south line of Mariner's Ridge, Section II a distance of 312.73 feet; thence North 73 deg 38 min 30 sec East along the south line of Mariner's Ridge, Section II a distance of 405.84 feet to the southeast corner of Lot 31 in Mariner's Ridge, Section II; thence South 16 deg 21 min 30 sec East along the west line of property owned by the Fort Wayne Community School Building Corporation 278.78 feet to the southeast corner of said property; thence South 25 deg 04 min 40 sec West along the southeasterly line of said Richardville Reserve 717.15 feet to the point of beginning, containing 9.659 acres and subject to easement and rights of way of record.



CERTIFICATION:

I, Timothy F. Owens, hereby certify that I am a Land Surveyor, licensed in compliance with the laws of the State of Indiana, that this plat correctly represents a survey completed by me in March 1988, that all markers shown hereon actually exist and that their location, size, type and material are accurately shown.

Timothy F. Owens
Timothy F. Owens, L. S.

Allen County, Indiana Plan Commission

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

Allen County Board of Commissioners

John F. Owens
John F. Owens
Donald J. Yoder
Allen County Auditor

Attest Date: 5-9-89

Allen County Surveyor APPROVED FOR DRAINAGE ONLY

Louis K. Maclean
Louis K. Maclean

Allen County Health Commissioner

Dr. Jane M. Irwin
Dr. Jane M. Irwin

Allen County Zoning Administrator

Dennis Gordon
Dennis Gordon

T.F. OWENS & ASSOCIATES
ENGINEERING • SURVEYING • LAND PLANNING

1402 EAST STATE BLVD.
FORT WAYNE, IN 46805
219-464-7500

89-024245

CABINET A, PG 176

PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
TO AS PART OF THE DEDICATION AND PLAT
MARINER'S RIDGE, SECTION IV,
A SUBDIVISION IN PLEASANT TOWNSHIP,
ALLEN COUNTY, INDIANA

DULY ENTERED FOR TAXATION

JUN 28 1989

Judith K. Bloom
AUDITOR OF ALLEN COUNTY

The Devonshire Corporation, an Indiana corporation, hereby declares that it is the Owner and Developer of the real estate shown and described in this plat 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 Mariner's Ridge, Section IV, a Subdivision in Pleasant Township, Allen County, Indiana.

The Lots are numbered from 32 to 42, inclusive, and 165 to 185, 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
DEFINITIONS

INSTRUMENT X

4281

Section 1. "Association" shall mean and refer to the Mariner's Ridge Homeowners Association, its successors and assigns.

Section 2. "By-Laws" shall mean the By-Laws initially adopted by the Association dated August 6, 1976, and all amendments and additions thereto.

Section 3. "Committee" shall mean the Architectural Control Committee, composed of one member appointed by the Developer and who shall be subject to removal by the Developer at any time with or without cause. Any vacancy from time to time shall be filled by appointment of the Developer.

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

Section 5. "Mariner's Ridge" shall mean and refer to the name by which the real estate which is the subject of this Declaration shall be known.

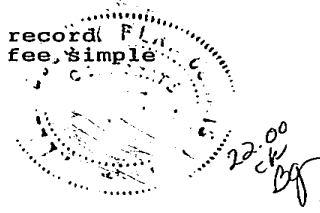
Section 6. "Developer" shall mean and refer to The Devonshire Corporation, its successors and assigns.

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.

Section 8. "Lot" shall mean either any of said Lots as platted or any tract or tracts of land as conveyed originally or by subsequent Owners, which may consist of one or more Lots or parts of one or more Lots as platted upon which a residence may be erected in accordance with the restrictions hereinabove set out or such further restrictions as may be imposed by any applicable zoning ordinance.

Section 9. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee, simple

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ALLEN COUNTY RECORDER



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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 brought within the jurisdiction of the Association.

Section 11. "Restrictions" shall mean and refer to the Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to and made a part of the Dedication and Plat of Mariner's Ridge, Section 4.

Section 12. "Subdivision" shall mean Mariner's Ridge, Section 4, a subdivision located in Pleasant Township, Allen County, Indiana.

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 appurtenant to and shall pass with the title to every Lot, subject to 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 in writing by at least three-fourths (3/4) of the Owners.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area to the members of his family, his tenants or contract purchasers who reside on the property.

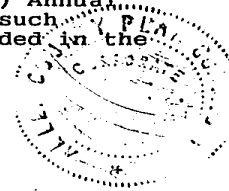
Section 3. Additions to Common Area. The Developer reserves the right for a period of three (3) years, to convey and transfer to the Association such additional real and/or personal property as the Developer within its sole discretion deems appropriate, and the Association shall accept such transfer and shall hold such property as a part of the Common Area of the Subdivision.

ARTICLE III ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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. Each member 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.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot excepting the Developer, Carefree Homes Company, Inc., 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 or charges and (2) Special Assessments; such assessments to be established and collected as provided in the



By-laws of the Association. Annual and special 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 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 purposes set forth in the By-laws.

Section 3. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for in the By-laws 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 in accordance with the provisions contained in the By-laws. 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 4. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment 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 herein by non-use of the Common Area or abandonment of his Lot.

Section 5. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to 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, 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 as to harmony of external design and location in relation to surrounding structures and topography by the Architectural

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Control Committee. The Committee's approval or disapproval as required in these covenants shall be in writing. No structure of any kind which does not comply fully with such approved plans shall be erected, constructed, placed or maintained upon any Lot, and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent. Neither the Developer, the Architectural Control Committee, 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.

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, 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 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 960 square feet for a one-story Dwelling Unit, nor less than 528 square feet for a Dwelling Unit of more than one-story.

Section 4. Building Setback. No Dwelling Unit shall be located on any Lot nearer to the front Lot line or nearer to the



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side street 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 ten percent (10%) of the Lot width to an interior Lot line and the combined width of both side yards shall be not less than a distance equal to twenty-five percent (25%) of the Lot width. No Dwelling Unit shall be located on any interior Lot nearer than twenty-five (25) feet to the rear Lot line. All Lots shall have curb cuts as needed for driveway purposes to any public street upon which they may abut.

Section 5. Utility and Drainage Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The grade of the land in any such easement shall not be changed or altered by any Owner of any Lot after said grade has been established. No building or structure, or portion thereof, and no trees, shrubs, or planting of any kind whatsoever, or any portion thereof, shall at any time be erected, planted or placed on the easements located on the rear of said Lots. Any utility company making use of the easement as aforesaid shall not be held responsible or liable for replacing or repairing any structure or planting in any easement.

Section 6. 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 7. 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.

Section 8. Temporary Structures. No structure of a temporary character, trailer, recreational vehicle (RV), camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at anytime as a residence either temporarily or permanently.

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

Section 10. 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 Lot. No television receiving disk or dish shall be permitted on any Lot or on any Dwelling Unit.

Section 11. 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 12. 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 13. Trash and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No outside incinerators shall be kept or allowed on any Lot.

Section 14. 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 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 15. 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 16. 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 5 and 6 or this Section 17 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 17. 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 18. 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 provided in said 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, or by any aggrieved Lot Owner in this Subdivision.

Section 19. Lot Grade. In order to minimize potential damages from surface water and to maintain harmonious Lot grades, the Developer reserves the right to establish Lot grades prior to the construction of any Dwelling Unit.

Section 20. Permits and Certificates. Before any Dwelling Unit 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 21. Fencing and Screen Planting. No fence wall, tree, hedge or shrub planting which obstructs sight lines at heights between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street property lines extended. No screen planting over 30 inches high nor any fence, shall be permitted between the street right-of-way and the building set back line.

Section 22. 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 23. 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 24. Rights of Ingress or Egress. The rights of ingress and egress to the Subdivision shall only be in such locations as shown on the Plat.

Section 25. No Remonstrance. No Lot Owner shall remonstrate against or otherwise be a party to any legal proceedings to prevent any action taken by the Common Council of the City of Fort Wayne, Indiana, to annex or otherwise incorporate within the boundaries of said City all or any portion of the Subdivision to said City of Fort Wayne, Indiana, pursuant to any existing or future statute or other law of the State of Indiana or otherwise.

Section 26. Enforceability. The Association, the Developer, and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association, the Developer or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 27. 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 28. 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

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shall, with the approval of the Allen County Plan Commission, have the exclusive right for a period of three (3) years from the date of recording of the plat to amend these Restrictions.

IN WITNESS WHEREOF, The Devonshire Corporation, Owner of the real estate described in said plat, has set its hand and seal this 8th day of May, 1989.

THE DEVONSHIRE CORPORATION

By *Michael J. Todoran*
Its President
Michael J. Todoran, Pres

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Michael J. Todoran, PRESIDENT of The Devonshire 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 8th day of May, 1989.

Kimberly M. Evans
Notary Public
KIMBERLY M. EVANS
Printed Name

My Commission Expires:
7-20-90

County of Residence:
ALLEN

This instrument prepared by Richard E. Fox, Attorney at Law.

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