



Receipt No.	16001
DCFD	3.00
IOSP	2.00
PLAT	54.00
PLAT	9.00
Total	68.00

02-03-11-100-003.000-042  
02-03-11-100-001.000-042 02-03-11-100-001.000-042

**DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS  
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO THE  
PLAT OF HONEYSUCKLE  
A SUBDIVISION IN ALLEN COUNTY, INDIANA**

**Stauffer Development, LLC, an Indiana limited liability company** ("Developer") by Susan Stauffer, its Manager, and **Buescher Construction Company, Inc.**, an Indiana corporation ("Buescher"), by its duly authorized officer, declares for themselves and their successors and assigns that they are the owners of the real estate shown and legally described on Exhibit "A" attached hereto ("Real Estate"), and lays off, plats and subdivides the Real Estate in accordance with the information shown on the Plat defined herein. The platted subdivision shall be known and designated as Honeysuckle in Cedar Creek Township, Allen County, Indiana ("Subdivision").

The Lots are numbered 1 through 60 inclusive, and all dimensions are shown in feet and decimals of a foot on the Plat. All streets and easements specifically shown or described on the Plat are private but available for use by the public for their usual and intended purposes. Buescher owns a 1.06 acre metes and bounds parcel within the Real Estate legally described on Exhibit "B" attached hereto, which has been platted as Lot 41 in the Subdivision.

In addition to the recordation of the Plat and this document, there will also be filed Articles of Incorporation of Honeysuckle Community Association, Inc. ("Association"), it being Developer's intention that each Owner of a Lot in the Subdivision will become a member of the Association, and be bound by its Articles of Incorporation and By-Laws. Developer reserves the right to subdivide and plat adjacent real estate as additional sections of the Subdivision, and the owners of the lots in such additional sections subsequently platted and subdivided may also be permitted or required to be members of the Association.

**Section 1. Definitions.** The following words and phrases shall have the meanings stated, unless the context clearly indicates that a different meaning is intended.

1.1. "Articles". The Articles of Incorporation adopted by the Association and approved by the Indiana Secretary of State, and all amendments to those Articles.

1.2. "Association". The Honeysuckle Community Association, Inc., an Indiana nonprofit corporation, and its successors and assigns.

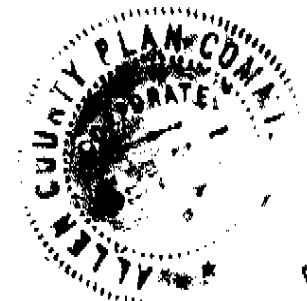
Chris Stauffer Homes  
10808 Caldwell Rd  
46845

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

MAY 29 2007

31450

Elizabeth A. Glover  
AUDITOR OF ALLEN COUNTY



- 1.3. "Board of Directors". The duly elected board of directors of the Association.
- 1.4. "By-Laws". The By-Laws adopted by Honeysuckle Community Association, Inc., and all amendments to those By-Laws.
- 1.5. "Committee". The Architectural Committee established under Section 10 of the Covenants.
- 1.6. "Common Area" or "Common Areas". All real property owned by the Developer or the Association for the common use and enjoyment of the Owners, as designated on the Plat, including but not limited to Blocks A through G, and the roadways.
- 1.7. "Covenants". This document and the restrictions, limitations and covenants imposed under it.
- 1.8. "Developer". Shall mean Stauffer Development, LLC., an Indiana limited liability company, and its assigns and successors in interest in the Real Estate.
- 1.9. "Erosion Control Plan". The plan, identified in Section 10.1, which prevents the erosion of soils from a Lot into the Natural Common Areas or storm water retention ponds designated on the Plat.
- 1.10. "Unit". A single family residential building.
- 1.11. "Natural Common Area" or "Natural Common Areas". The wetlands and flood plains situated within Blocks A through G which are a part of the Common Areas identified in Section 1.6.
- 1.12. "Owner" or "Owners". The record owner(s) (whether one or more persons or entities) of fee simple title to the Lots, including contract sellers, but excluding those having an interest in a Lot merely as security for the performance of an obligation.
- 1.13. "Plan Commission". The Allen County Plan Commission, or its successor agency.
- 1.14. "Plat". The recorded secondary plat of Honeysuckle, recorded as Document \_\_\_\_\_ in the Office of the Recorder of Allen County, as subsequently amended.
- 1.15. "Subdivision". The platted subdivision of Honeysuckle.

## **Section 2. Property Rights.**

2.1. Owners' Easements of Enjoyment. The Common Areas are reserved for the use and enjoyment of the Owners. The Owner of each Lot shall have the right and an easement of use and enjoyment in the Common Areas which shall be appurtenant to and pass with the title to every Lot, subject to the following limitations and rights which are granted to the Developer by the Association.



2.1.1. To suspend the voting rights and right to the use of the recreational facilities in the Common Areas for any period during which any assessment against an Owner's Lot remains unpaid, or an Owner is in violation of the Covenants, the Articles, the By-Laws, or any published rule of the Association.

2.1.2. To dedicate or transfer all or any part of the Common Areas to a public agency, authority or utility, subject to such conditions as may be agreed to by the Association's members, but limited to the following purposes: utility lines; parks; roadways; nature preservation or environmental conservation. No such dedication or transfer shall be effective unless an instrument signed by at least two-thirds of each class of Association members agreeing to such dedication or transfer, is recorded.

2.2. Wetlands and Flood Plains. The Natural Common Areas shall be maintained in their natural state, and shall not be filled.

2.3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, the Owner's right to use and enjoy the Common Area and recreational facilities in it, to members of the Owner's family, and tenants or contract purchasers who reside on the Owner's Lot.

2.4. Roadways. The roadways within the Subdivision, as designated on the Plat, are private roadways.

2.5. Access for Adjoining Property Owners Onto Distant Hills. Four access points for adjoining real estate onto the roadway designated as Distant Hills will be allowed. After completion of construction of such access points, they shall be maintained by the Association in accordance with the provisions set forth in Section 8.1.

### **Section 3. Membership and Voting Rights.**

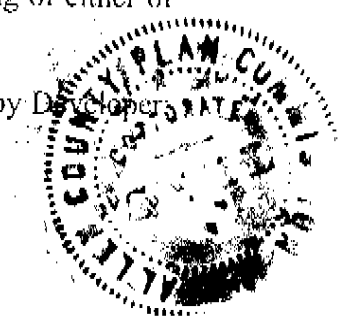
3.1 Membership in Association. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

3.2 Class of Membership. The Association shall have the following two classes of voting memberships:

3.2.1 Class A membership consists of all Owners, except Developer. Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as its Owners among themselves determine but in no event shall more than one vote be cast with respect to a Lot.

3.2.2 Class B membership consists of Developer and its successor. The Class B member shall be entitled to sixty votes less that number of votes which Class A members are entitled to exercise. Class B membership shall cease upon the happening of either of the following events, whichever occurs first:

3.2.2.1 When fee simple title to all Lots has been conveyed by Developer  
or



3.2.2.2 On December 31, 2015.

**Section 4. Covenant for Maintenance Assessments.**

4.1 Creation of the Lien and Personal Obligation for Assessments. Each Owner, except Developer and its successor, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; and (ii) special assessments for capital improvements, such assessments to be established and collected as provided in these Covenants and the By-Laws. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records, stating the description of the Lot, name of the Owner, amount due and the due dates. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by them.

4.2 Initial Maximum Annual Assessments. Until January 1 of the year immediately following the first conveyance by Developer of a Lot, the maximum annual assessment shall be \$1,000.00 per Lot. This is provided solely for the purpose of determining the initial annual assessment to Lot Owners under Section 4.6, and is subject to change from time to time both as to the amount and as to its relation to the total annual assessment.

4.2.1 From and after January 1 of the year immediately following such first conveyance of a Lot, the maximum annual assessment may be increased each year by the Board of Directors, by a percentage of not more than 8% above the annual assessment for the previous year, without a vote of the membership.

4.2.2 From and after January 1 of the year immediately following such first conveyance of a Lot, the maximum annual assessment may be increased by a percentage in excess of 8%, only by the vote or written assent of a majority of each class of members of the Association.

4.3 Special Assessments for Capital Improvements. In addition to the annual assessments authorized in Section 4.2, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any new construction, or repair or replacement of an existing capital improvement in the Common Area, including fixtures and related personal property; provided that any such assessment shall require the vote or written assent of 75% of each class of members of the Association; and provided, further, that no such special assessment for any such purpose shall be made if the assessment in any way jeopardizes or affects the Association's ability to improve and maintain the Common Area, or pay the cost of maintaining the common impoundment basins ("Ponds").

4.4 Notice and Quorum for Any Action Authorized Under Subsection 4.2.2 and Section 4.3. Any action authorized under Subsection 4.2.2 and Section 4.3 shall be taken at a



meeting of the Association called for that purpose, written notice of which shall be sent to all members not less than thirty days, nor more than sixty days, in advance of the meeting. If the affirmative vote at the meeting on the proposed action is less than the requisite percentage 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 an officer of the Association within thirty days after the date of such meeting.

4.5 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly, quarterly or yearly basis. The annual assessment as set forth in Section 4.2 shall be an assessment for Common Area Maintenance as defined in Section 8.1. The portion of the annual budget allocated for landscaping shall be assessed in accordance with the actual cost as determined by the annual contract with the landscape contractor, and those charges shall be shared equally by all Units.

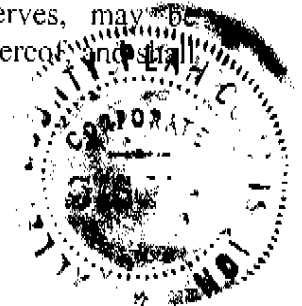
4.6 Date of Commencement of Annual Assessments. The annual assessment allowed under Section 4.2 shall be in force and effect on the first day of the month following the first conveyance of a Lot by Developer or its successor. The first annual assessment shall be based upon a partial year unless such conveyance is made in the first month of such year. The annual assessment shall commence as to individual Lots on the first day of the month following the conveyance of such Lot to Owner, pro-rated according to the number of months remaining in the calendar year at the time of conveyance (except for the initial year, when the proration shall be based upon the partial year). The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty days in advance of the date when the annual assessment is due. Written notice of the annual assessment shall be given to every Owner. The Association shall, upon demand and for a reasonable charge, furnish a certificate by an officer of the Association stating whether an assessment on a Lot has been paid.

## **Section 5. Establishment of Assessments.**

5.1 The Board of Directors of the Association. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures:

5.1.1 Annual assessments against the Owners of all of the Lots shall be established after the adoption of an operating budget, and written notice of the amount and date of commencement thereof shall be given to each Owner not less than thirty days in advance of the date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct which shall be monthly until otherwise directed. Annual assessments shall include an amount for "Reserves for Replacement" so as to enable the Association to establish and maintain an adequate reserve fund for periodic maintenance, repair and replacements of improvements to the Common Areas.

5.1.2 Special assessments against the Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof and shall be payable at such time or times as the Board of Directors shall direct.



5.1.3 The Board of Directors may, from time to time, establish a resolution, rule or regulation, or may delegate to an officer or agent, the power and authority to establish specific fees, dues or charges to be paid by Owners of Lots for any special or personal use of facilities, or to reimburse the Association for the expenses incurred in connection with the enforcement of any of the terms of this Covenant. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation of the officer or agent.

5.1.4 The Association shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand, furnish an Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

**Section 6. Effect of Non-payment of Assessments.**

6.1 Late Fee. If any assessment is not paid within thirty days after the due date, a late fee of \$25.00, beginning from the due date, shall be levied by the Board of Directors, for each month the assessment is unpaid.

For example: Owner A is delinquent in payment of his or her monthly assessment for two months. The computation of late fees is as follows:

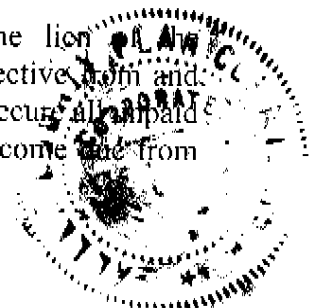
1 <sup>st</sup> month's late fee:	\$25.00 for Assessment #1
2 <sup>nd</sup> month's late fee:	\$25.00 for Assessment #2 <u>and</u> another \$25.00 for Assessment #1

Total amount of late charges due after two months: \$75.00, (\$25.00 for month #1 and \$50.00 for month #2).

The Association, on approval by the Board of Directors, may, at any time after a delinquency has continued for two months, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot. Any officer of the Association is authorized to execute any documents required to effect such action. Any such action shall include subsequent unpaid assessments and/or late charges. There shall be added to the assessment all costs and expenses, including attorney fees required to collect same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Unit.

**Section 7. Subordination of the Lien to Mortgages.**

7.1 Subordination. As herein above provided in Section 4.1, the lien of the Association for assessments and other charges of the Association becomes effective ~~from~~ and after recording of a Claim of Lien in the Public Records and shall automatically secure all unpaid assessments, late fees and other charges, including attorney fees which may become due from



and after the recording of the Claim of Lien. The Claim of Lien shall be executed by an officer of the Association and shall comply with the requirements necessary for the recording thereof in Allen County, Indiana. This lien of the Association shall be subordinate to a first mortgage on any Lot, which mortgage is recorded in the public records prior to any Claim of Lien against the same Lot being recorded in the public records. A lien for assessments shall not be affected by any sale or transfer of a Lot; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a first mortgage, a foreclosure of a mortgage held by an institutional mortgagee, or deed in lieu of foreclosure by a first mortgagee or a mortgage held by an institutional mortgagee, the acquirer of title, his or her successors and assigns, shall not be liable for assessments pertaining to the Lot or chargeable to the former owner of the Lot which became due prior to such sale or transfer. However, any such unpaid assessments for which such acquirer of title is not liable, may be reallocated and assessed to all Lots (including such acquirer of title) as an Association expense. Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the purchaser or transferee of a Lot from the lien of any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

**Section 8. Maintenance Obligation of Association.**

8.1 Common Area. The Association shall at all times maintain, repair and replace at its expense all Common Areas, including all improvements placed thereon, in good condition and repair, including snow removal from roadways and landscaping of the entrances to the Subdivision and other portions of the Common Area as determined by the Board of Directors.

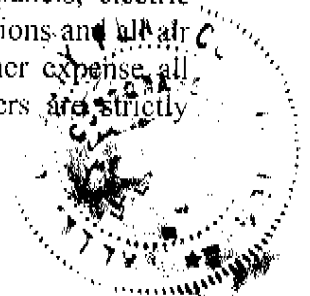
8.2 Wetlands, Flood Plains. The Natural Common Areas shall be maintained by the Association in their natural state as part of the maintenance obligation of the Association. In addition, any Natural Common Area preservation programs or improvements, commenced or constructed by the Developer, shall be continued and maintained as part of the maintenance obligation of the Association.

8.3 Roadways. The roadways within the Subdivision, as designated on the Plat, are private and as such shall be repaired, maintained and/or replaced as part of the maintenance obligation of the Association.

**Section 9. Maintenance Obligation of Owners.**

9.1 Owner's Responsibility.

9.1.1 Each Owner is responsible for the repair, maintenance and/or replacement at his or her expense of all portions of the Unit, landscaping and other improvements constructed on such Owner's Lot and the Erosion Control Plan. Accordingly, each Owner shall maintain at his or her expense the exterior and interior of the Unit, including but not limited to roofing, siding, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, drains, plumbing fixtures and connections and all air conditioning equipment. Further, each Owner shall maintain at his or her expense all structural, electrical, mechanical and plumbing elements thereof. Owners are strictly





prohibited from performing any maintenance duties of the Association without the prior consent of the Board of Directors.

9.2 Owner's Liability. Should any Owner do any of the following:

9.2.1 Fail to perform the responsibilities as set forth in Section 9.1, including maintaining the Erosion Control Plan;

9.2.2 Cause any damage to the Common Area or any improvement which the Association has the responsibility to maintain, repair and/or replace; or

9.2.3 Undertake unauthorized improvements or modifications to any portion of his or her Unit or to the Common Area;

Then the Association, after approval by the Board of Directors and upon ten days prior written notice to the Owner, shall have the right, through its agents and employees, to enter upon said Lot and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications from the Unit or the Common Area. The cost thereof, plus reasonable overhead costs to the Association, shall be added to and become a part of the assessment to which the Lot is subject.

#### **Section 10. Architectural Control.**

10.1 Approval Necessary. No building, outbuilding, garage, fence, wall, retaining wall, landscaping or other improvements or structures of any kind shall be erected, constructed, placed, planted or maintained in the Subdivision, nor shall any dwelling or other improvements on any Lot, as originally constructed and approved by the Architectural Committee, be altered, changed, repaired or modified unless prior to the commencement of any work thereof (i) two complete plans and specifications therefore, including but not limited to exterior colors, materials, and decorations, and also including, as applicable, front, side and rear elevations, and floor plans, (ii) two plot plans indicating and fixing the exact location of such improvements, structures or such altered structure on the Lot with reference to the street and side lines thereof, and (iii) two Erosion Control Plans indicating the manner in which soil erosion shall be controlled and maintained to prevent any soils from eroding from the Lot into the wetlands, flood plains and storm water retention ponds designated on the Plat, shall have been first submitted in writing for approval and approved in writing by the Architectural Committee. The foregoing prior approval is intended to specifically apply to the painting of a Unit or any other maintenance or repair which changes the exterior appearance of a Unit or other improvements on a Lot.

10.2 Members. The Architectural Committee shall consist of three members, appointed by the Board of Directors. The members of the Architectural Committee shall serve at the pleasure of the Board of Directors. However, the initial Architectural Committee shall consist of the following three members: Chris Stauffer, Susan Stauffer, and Rich Hersha. After Units are constructed on all Lots, the Board of Directors shall assume the responsibilities of the Architectural Committee under this Section 10.

10.3 Approval of Plans. Approval of plans, specifications, the Erosion Control Plan and location of improvements by the Architectural Committee shall be endorsed on both sets of



said plans and specifications, and one set shall forthwith be returned by the Architectural Committee to the Owner submitting the same. The approval of the Architectural Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver of the right of the Architectural Committee to disapprove of any features or elements embodied in such plans or specifications, if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Lots.

10.4 Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the Architectural Committee, no building, outbuilding, garage, fence, wall, retaining wall, landscaping or other improvements or structures of any kind shall be erected, constructed, placed, altered, planted or maintained upon the Lot unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Committee.

10.5 Right of Entry. Any agent or member of the Architectural Committee may at any reasonable time enter and inspect any Unit under construction or on or in which the agent or members have reason to believe that a violation of the Covenants exists.

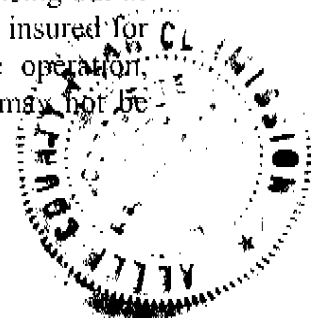
10.6 Sight Obstruction. Notwithstanding any other provisions to the contrary in this Section 10, the Architectural Committee may not approve construction or modification of any improvement or any planting on any Lot which, in the Architectural Committee's sole opinion, would create a sight obstruction of the Natural Common Areas or an intersection of the roadways.

## **Section 11. Insurance.**

11.1 Units. The Association has no responsibility to purchase or maintain any fire or hazard insurance with respect to the Units or other improvements upon the Lots, the Owners thereof shall be solely responsible therefore.

11.2 Flood Insurance. If the Common Area is or becomes located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Association shall obtain and pay the premiums for a policy of flood insurance on Common Areas and any buildings or other common property covered by the policy ("Insurable Property"), in an amount deemed appropriate, but not less than the following: the lesser of (i) the maximum coverage available under NFIP for Insurable Property within any portion of the Common Areas located within a designated flood hazard area; or (ii) 100% of current "replacement cost" of all Insurable Property.

11.3 Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage covering all the Common Areas. The coverage shall be at least for \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas. Such policies must provide that they may not be



canceled (including cancellation for non payment of premium) or substantially modified by any party, without at least 10 days' prior written notice to the Association.

11.4 Fidelity Bonds. The Association shall maintain a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or funds administered by the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a management agent, such bonds shall be required for its officers, employees or agents handling or responsible for funds of, or administered on behalf of, the Association. The amount of the fidelity bond shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three months aggregate assessments on all Lots, plus reserve funds. The fidelity bonds required herein must meet the following requirements:

11.4.1 Fidelity bonds shall name the Association as an obligee.

11.4.2 The bonds shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee", or similar terms of expressions.

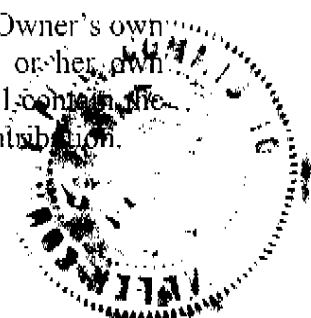
11.4.3 The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent, or its officers, employees and agents), shall be paid by the Association as a common expense.

11.4.4 The bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 10 days prior written notice to the Association.

11.5 Purchase of Insurance. All insurance purchased pursuant to this Section 11 shall be purchased by the Association for the benefit of the Association and the Owners, as their interest may appear. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners and the Association, their respective servants, agents and guests. Each Owner and the Association hereby agree to waive any claim against each other and against other Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

11.6 Cost and Payment of Premiums. The Association shall pay the cost of obtaining all insurance hereunder, (excluding only the insurance as may be purchased by individual Owners) and any other fees or expenses occurred which may be necessary or incidental to carry out the provisions hereof.

11.7 Owners' Responsibility. Each Owner may obtain insurance, at such Owner's own expense, affording coverage upon his or her own personal property and for his or her own liability and living expenses as he or she deems advisable. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right of contribution.



11.8 Association As Agent. The Association is irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

11.9 Estimates. In all instances hereunder, immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty.

**Section 12. Prohibited Uses.**

12.1 Garbage and Trash. All garbage cans, firewood, trash containers, bicycles and other personal property shall be kept, stored and placed in an area not visible from outside the Unit. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate entities. Garbage cans and trash containers shall be placed at the curbside no sooner than the evening before and removed no later than the evening of the scheduled pick-up.

12.2 Structures. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected or maintained without the prior approval of the Architectural Committee. Structures shall include, but not be limited to, play sets and/or jungle gyms, in-ground and above-ground pools, spas, hot tubs, and associated structures.

12.3 Pets and Animals. Pet and animals shall be permitted, only as provided for in this Section.

12.3.1 Animals and pets shall be restricted to cats, dogs, fish, domestic birds, hamsters, lizards, gerbils, turtles, guinea pigs and rabbits, provided that they are not kept, bred or maintained for any commercial purpose. The foregoing restriction shall apply to animals/pets which visit the Subdivision. No other animals, livestock or poultry of any kind shall be raised, bred or kept on a Lot.

12.3.2 All dogs and cats must be inoculated against rabies by a duly qualified and licensed veterinarian and shall also be inoculated in like manner in such cases of emergency whenever ordered by the Board of Health of the State of Indiana.

12.3.3 When outside the Unit, all dogs and cats must be accompanied by an attendant who shall have such dog/cat firmly held by collar and leash, which leash shall not exceed eight feet in length. No cats or dogs shall be permitted to run at large outside of the Unit; this shall not prohibit a cat or dog from being maintained without a leash or other restraint within any enclosed privacy area of the Unit in which the dog or cat resides and/or is maintained.

12.3.4 The owner/custodian of each animal and pet and/or the individual walking same, shall be required to clean up after the animal/pet.



12.3.5 The owner/custodian of the animal or pet shall remove his or her animal or pet from the Subdivision when such animal or pet emits excessive noise such that the same may be heard outside of the Unit.

12.3.6 The animal/pet owner and the Owner of the Unit involved shall be strictly liable for damages caused to the Common Area by the animal/pet.

12.3.7 Any animal/pet owner's right to have an animal/pet reside in or visit the Subdivision shall have such right revoked if the animal/pet shall create a nuisance or shall become a nuisance as may be determined by the Board of Directors.

12.4 Stables. No stable, livery stable, barn, or kennel shall be erected, constructed, permitted or maintained on any Lot.

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

12.5.1 This Subsection 12.5.1 references prohibited vehicles or items which are prohibited and shall not be entitled to park anywhere within the Subdivision. The prohibited vehicles and items are as follows: trucks, including pickup trucks, vans, recreation vehicles, mobile homes, motor homes, campers, buses, motorcycles, all terrain vehicles, off-road vehicles, go carts, three-wheel motorized vehicles, and boats and trailers, unless such vehicles are parked/stored in the garage of the Unit with the garage door closed, with the exception of being permitted to be parked ungaraged on a Lot for periods not to exceed forty-eight hours, or for a period in which the aggregate is not in excess of eight days per calendar year. Notwithstanding the foregoing or anything in this Section 12.51 to the contrary, the foregoing shall not apply to and shall expressly exclude sport utility vehicles. As used herein the term "sport utility vehicle" is intended to include certain vehicles which are used as and have the same characteristics as a passenger vehicle, such as but not limited to, Chevrolet Blazers, Ford Explorers, and Chrysler Jeep Cherokees, and whether or not such vehicle is classified as a "utility vehicle" by the most current edition of the Guide, as hereinafter defined, or its manufacturer. The Board of Directors shall have the sole authority to determine whether any vehicle falls within the definition of "sport utility vehicle" as used herein. Should the Guide adopt a definition or classification of a "sport utility vehicle" consistent with the intended meaning of same as used herein, then the board shall defer to such definition or classification established by the Guide.

12.5.2 The following vehicles shall not be subject to the parking restrictions contained in Subsection 12.5.1, and shall be entitled to park within the designated areas for parking in the Subdivision, subject to the restrictions and provisions contained in Sections 12.5.2(a) through 12.5.2(d).

- (a) A moving van, but only for the purpose of loading and unloading and at no time shall same park during the hours of 9:00 p.m. to 6:00 a.m.



(b) Vehicles, regardless of classification, necessary for the maintenance, care or protection of a Unit, and only for the time period during which the maintenance, care or protection is being provided.

(c) Service and delivery vehicles, regardless of classification, during regular business hours and only for that period of time required to render the service or delivery in question.

(d) Vehicles for the handicapped or disabled bearing identification as such by an applicable governmental authority.

12.5.3 Vehicles shall be classified as follows:

(a) The most current edition of the N.A.D.A. Official Used Car Guide ("Guide") shall determine the classification of whether a vehicle is in fact a truck or van, or whether it is a passenger automobile. If the Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the Board of Directors to be used to determine vehicle classifications hereunder.

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

(c) A "truck" shall mean any motor vehicle which is classified as a truck in accordance with Subsection 12.5.3(a).

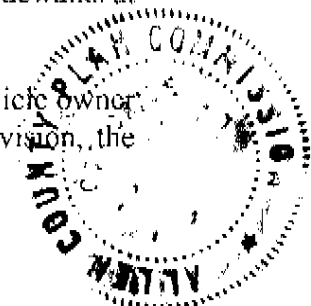
(d) A "van" shall mean any motor vehicle which is classified as a van in accordance with Subsection 12.5.3(a) and which is recognized by the manufacturer to be a type of a van, and which has two axles. Notwithstanding the foregoing to the contrary, a pickup truck shall not be considered to be a van by the addition of a camper top or similar topping.

12.5.4 The following restrictions apply:

(a) No repair (including changing of oil) of a vehicle shall be made within the Subdivision except for minor repairs necessary to permit removal of a vehicle, unless they are made in the garage of a Unit with the garage door closed. However, washing or waxing of a vehicle is permitted outside the garage.

(b) No vehicles of any nature shall be parked on any portion of a Unit except on the surfaced parking area thereof. No parking will be permitted on sidewalks at any time.

12.5.5 If after the Association's five days prior notice an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Subdivision, the



Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. By this provision, each Owner and vehicle owner consents to such tow. In the event that the vehicle owner fails to pay the towing costs upon demand, the Association shall have the right to levy a charge for the costs against the Owner in question, that is, against the Owner for himself/herself as the owner of the vehicle or for his or her family, lessees, guests, visitors, etc., and the charge shall be collected as provided in this Section.

12.5.6 Whether or not the Association exercises its right to have the vehicle towed, the Association shall have the right to seek compliance with this Section 12.5 by injunctive and other relief through the courts; and/or any other remedy conferred upon the Association by law. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section.

12.6 Signs. No sign of any kind shall be displayed to the public view on a Lot or Unit without the prior consent of the Board of Directors, except signs used by a builder to advertise a Lot during the construction and sales periods and signs used by realtors to advertise the Unit for sale.

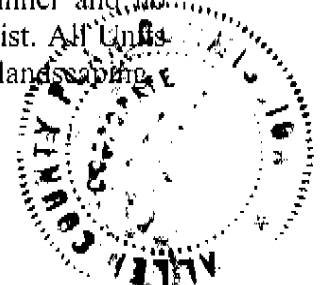
12.7 No Business Activity. No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted in the Subdivision. Also prohibited are garage sales, yard sales and the like. Notwithstanding the foregoing, the following shall apply:

12.7.1 No Lot shall be used for any purposes other than as a single family residence, except that a home occupation, subject to regulations established in the Allen County Zoning Ordinance, defined as follows, may be permitted: any use conducted entirely within the Unit and participated in solely by a member of the immediate family residing in said Unit, which use is clearly incidental and secondary to the use of the 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 Unit is being utilized in whole or in part for any purpose other than that of a dwelling; (b) no commodity is sold upon that Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the Unit; and (d) no mechanical or electrical equipment is used other than is customarily used in an office-at-home or by home hobbyist, and which is generally unsuitable for commercial applications.

12.7.2 The business of leasing Units shall not be considered a business activity under this Section 12.7.

12.7.3 The business of operating the Association shall not be considered as business activity under this Section 12.7.

12.8 Maintenance. All Units shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All Units shall be maintained in first class condition with well kept lawn and well maintained landscaping.



12.9 Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on a Lot which may be or become an annoyance or nuisance to residents in the Subdivision. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of a Lot other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of a Lot by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on a Lot which are audible, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

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

12.11 Antennas. No radio or television antenna with more than twenty-four square feet of grid area, or that attains a height in excess of six feet above the highest point of the roof of a residence, shall be attached to a residence on a Lot. No free standing radio or television antenna shall be permitted on a Lot. No solar panels (attached, detached or free-standing) are permitted on a Lot. No satellite receiving disk, or dish in excess of one meter in diameter (or as shall be established from time to time by the Federal Communications Commission) shall be permitted on a Lot, provided, however, that the installation and location thereof must be approved by the Architectural Committee under Section 10.

12.12 Clothes Line. No clothes, linens, or the like, shall be hung in any manner outside of a Unit. No clothes lines, racks or poles shall be permitted.

12.13 Pedestrian Paths. Operation of motorized vehicles is not permitted on the pedestrian paths or the Common Areas. This does not include wheelchairs or other motorized devices employed by and being used by a handicapped or disabled Owner.

12.14 Garage Doors. Garage doors must be kept closed between the hours of 11:00 p.m. through 5:00 a.m. except when otherwise necessary for ingress and egress.

12.15 Watercraft and Water Sports. No watercraft of any description is permitted on any pond. No swimming, fishing or skating is permitted in or on any pond.

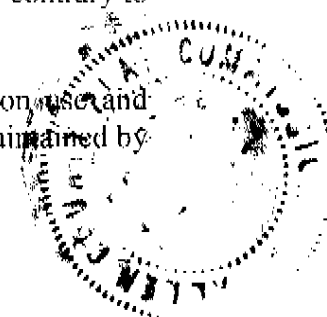
12.16 Occupancy of Units and Subdivision:

12.16.1 Each Unit shall be occupied by Owners and tenants and their family members, as a residence and for no other purpose.

12.16.2 No Lot may be subdivided into more than one Lot. Only entire Lots may be sold, leased or otherwise transferred.

12.17 Use. No person shall use the Units or any parts thereof, in any manner contrary to these Covenants.

12.18 Common Areas. The Common Areas are restricted to the common use and enjoyment of all Owners. Pedestrian paths throughout the Common Areas shall be maintained by





the Association. No bonfires, brushfires, cooking fires, or fires of any kind or nature, shall be allowed in the Common Areas except: (i) in the fire pit adjacent to the ice skating structure; or (ii) controlled fires necessary to preserve or replenish the planted and growing vegetation, and then only after approval of the Board of Directors. No filling of any Natural Common Areas will be allowed. The Natural Common Areas shall not be cleared nor any trees removed except for those trees that may pose a danger to a structure or other improvement upon a Lot, and only then after approval of the Board of Directors. It is the intent of these Covenants that the Natural Common Areas will remain in their natural state.

12.19 Wetland Easements. Wetland easements, as designated on the Plat, encumber Lots 52 and 53. These wetland easements shall be maintained by the Owner of each Lot in their natural state, shall not be filled, and no building, out building, garage, fence, wall, retaining wall, landscaping or other improvements or structures of any kind shall be erected, constructed, placed, planted or maintained in such wetland easements.

12.20 Access to Lot 11. Access to Lot 11 shall be limited to an access point located upon the Thunder Ridge cul de sac, and no access to Lot 11 shall be permitted from, across or through the adjacent twenty-five foot ingress and egress easement which provides ingress and egress to Lots 12 and 13.

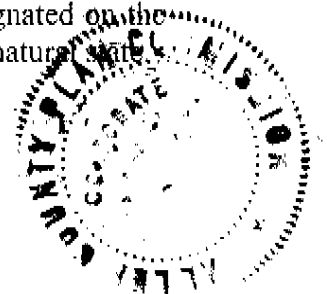
### **Section 13. General Provisions.**

13.1 Use. Lots may not be used except for single family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family residence not to exceed two and one-half stories in height. Each residence shall include an attached garage to accommodate not less than two cars. Such garage shall be built as part of the residence, shall have a floor area of not less than five hundred fifty square feet, and shall have one or more doors with an aggregate width of not less than sixteen feet.

13.2 Unit Size. No residence shall be built on a Lot having a ground floor area upon the foundation (exclusive of one-story open porches, breezeways and garages) of less than two thousand two hundred square feet for a one story residence, or less than two thousand eight hundred square feet of total living area (excluding one-story open porches, breezeways and garages), for a residence that has more than one story, with a minimum of one thousand six hundred square feet on the first floor.

13.3 Building Lines. No structure shall be located on a Lot nearer to the front Lot line, or nearer to the side street line than the minimum building setback lines shown on the Plat. In any event, no structure shall be located nearer than a distance of ten feet to an interior Lot line. No structure shall be located on an interior Lot nearer than twenty-five feet to the rear Lot line, except this can be reduced to fifteen feet upon the approval of the Architectural Committee and the Plan Commission.

13.4 Nature Strip. The area of each Lot, between the building line designated on the Plat and the adjacent roadway, shall not be mowed or cleared but shall be left in its natural state.



13.5 Minimum Lot Size. No residence shall be erected or placed on a Lot having a width of less than fifty feet at the minimum building setback line, nor shall any residence be erected or placed on any Lot having an area of less than twenty thousand square feet.

13.6 Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. No Owner shall erect on a Lot, or grant to any entity 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 in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any residence or other structure on a Lot connecting it to the electrical distribution system of any electric public utility shall be provided by the Owner of the Lot who constructs the residence or structure, and shall carry not less than three wires and have a capacity of not less than two hundred amperes. Any public utility charged with the maintenance of underground installations shall have access to all easements in which said installations are located for operation, maintenance and replacement of service connections.

13.7 Surface Drainage Easements. Surface drainage easements and Common Area 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 surface of such areas shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained by the Association in an unobstructed condition and the County Surveyor (or proper authority having jurisdiction over storm drainage) shall have the right to determine if any obstruction exists, and to repair and maintain, or require such repair and maintenance, as shall be reasonably necessary to keep the conductors unobstructed.

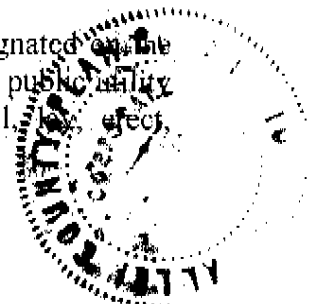
13.8 Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on or in a Lot. No derrick or other structure designed for boring for oil or natural gas shall be erected, maintained or permitted on a Lot.

13.9 Dumping. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. No incinerators or compost bins shall be kept or allowed on a Lot.

13.10 Workmanship. All structures on a Lot shall be constructed in a substantial, good workmanlike manner and of new materials. No roof siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any structure on a Lot, and no roll roofing of any description or character shall be used on the roof of any residence or attached garage on a Lot.

13.11 Driveways. All driveways on Lots from the street to the garage shall be either poured concrete, asphalt or crushed and compacted stone and not less than sixteen feet in width.

13.12 Street Utility Easements. In addition to the utility easements designated on the Plat, easements in the streets, as shown on the Plat, are reserved and granted to all public utility companies, the Owners and their respective successors and assigns, to install, erect,



construct, renew operate, repair, replace, maintain and remove every type of gas main, water main and sewer main (sanitary and storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction over the Subdivision as to maintenance and repair of said streets.

13.13 Storm Water Runoff. 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 or permitted to flow into the sanitary sewage system serving the Subdivision, 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 in the Subdivision's storm and surface water runoff sewage system.

13.14 Completion of Infrastructure. Before any residence on a Lot shall be used and occupied as such, the Developer, or any subsequent Owner of the Lot, shall install all infrastructure improvements serving the Lot as shown on the approved plans and specifications for the Subdivision filed with the Plan Commission and other governmental agencies having jurisdiction over the Subdivision. This covenant shall run with the land and be enforceable by the Plan Commission or by any aggrieved Owner.

13.15 Certificate of Compliance. Before a Lot may be used or occupied, such user or occupier shall first obtain from the Allen County Zoning Administrator the improvement location permit and certificate of compliance required by the Allen County Zoning Ordinance.

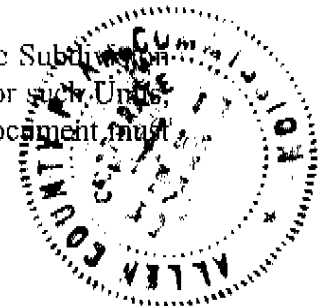
13.16 Enforcement. The Association, Developer and any Owner (individually or collectively) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or subsequently imposed by the provisions of these Covenants. Failure by the Association, Developer or an Owner to enforce any provisions in the Covenants shall in no event be deemed a waiver of the right to do so later. Notwithstanding anything herein to the contrary, the Plan Commission and/or the Allen County Surveyor shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations applicable to the maintenance of any Erosion Control Plan.

13.17 Invalidation. Invalidation of any one of these Covenants by judgment or court order shall not affect the remaining provisions, and such provisions shall remain in full force and effect.

13.18 Duration of Covenants. These Covenants shall run with the land and be effective for a period of twenty years from the date the Plat and these Covenants are recorded; after which time the Covenants shall automatically be renewed for successive periods of ten years.

13.19 Amendments. Provision of these Covenants may be amended, but such amendment is subject to the following requirements and limitations:

13.19.1 After primary Units are constructed on all Lots in the Subdivision and certificates of compliance are issued by the Plan Commission for such Units, in order to amend a provision of these Covenants, an amendatory document must



be signed by the Owners of at least seventy-five percent (75%) of the Lots in the Subdivision.

13.19.2 Until primary Units are constructed on all Lots in the Subdivision and certificates of compliance are issued for those Units, in order to amend the Covenants, Developer, in addition to those persons whose signatures are required under Subsection 13.19.1, also must sign the amendatory document.

13.19.3 Notwithstanding the provisions of Subsections 13.19.1 and 13.19.2, Developer and its successors and assigns shall have the exclusive right for a period of two years from the date the Plat and these Covenants are recorded, to amend any of the Covenant provisions (except Section 13.2) without approval of the Owners.

13.19.4 In order for any amendment of these Covenants to be effective, the prior approval of the Plan Commission shall be required.

13.20 Subdivision. No Lot or combination of Lots may be further subdivided until approval for such subdivision has been obtained from the Plan Commission; except, however, the Developer and its successors in title shall have the absolute right to increase the size of any Lot by adding to such Lot a part of an adjoining Lot (thus decreasing the size of such adjoining Lot) so long as the effect of such addition does not result in the creation of a "Lot" which violates the limitation imposed under Section 13.5.

13.21 Attorney Fees and Related Expenses. In the event the Association, Developer, an Owner, the Plan Commission or the Allen County Surveyor is successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien or charge now or subsequently imposed by the provisions of these Covenants, the successful party shall be entitled to recover from the party against whom the proceeding was brought the attorney fees and related costs and expenses incurred in such proceeding.

13.22 Flood Protection Grades. In order to minimize potential damage to residences from surface water, minimum flood protection grades are hereby established for each Lot. The residences on any Lot shall be constructed so that the minimum elevation of the first floor, or the minimum sill elevation of any opening below the first floor, equals or exceeds the applicable minimum flood protection grade (Mean Sea Level) as designated on the Plat for each Lot. The minimum flood protection grade for each Lot is:

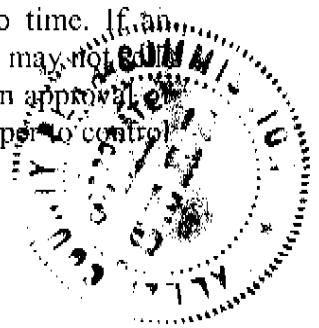
<u>Lot Number</u>	<u>Flood Protection Grade</u>
1	812.0
2	812.0
3	811.0
4	810.0
5	809.5
6	809.5
7	809.5



8	809.5
9	809.5
10	809.5
11	804.0
12	804.0
13	804.0
18	802.0
19	802.0
20	802.0
21	802.5
22	802.5
23	810.5 North, 816.0 South
24	810.5
26	802.5
27	800.0
28	800.0
30	802.5
31	800.0
32	800.0
33	800.0
34	816.0
37	800.0
38	800.0
39	804.0
40	804.0
41	804.0
42	804.0
43	804.0
47	796.0
48	796.0
49	791.0
50	791.0
51	791.0
52	804.0
53	804.0
54	808.5

13.23 Mandatory Solid Waste Disposal. Each Owner shall be obligated to contract for disposal of garbage and other solid waste at such Owner's sole cost and expense.

13.24 Limited Builders. The Developer reserves the right to determine, in its sole discretion, the builder or builders that may construct a Unit within the Subdivision. The determination of approved builders by the Developer may change from time to time. If an approved builder acquires an interest in a Lot, either legal or equitable, such builder may not assign, or transfer such interest to another builder without first receiving the written approval of the Developer. It is the intent and purpose of this Section 13.24 to allow the Developer to control the quality of the construction of the Units in the Subdivision.



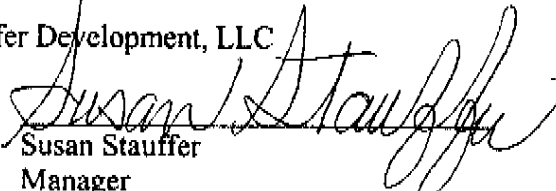
13.25 Time to Commence Construction. Construction of a Unit upon a Lot must commence within twenty-four months after title to such Lot is conveyed to a third party. If construction is not commenced within the stated time period, the Developer shall have a right, upon ten days prior written notice, to exercise its right to reacquire title to said Lot by paying to such third party the purchase price previously paid to the Developer without consideration of any appreciation in the value of the Lot. The Developer's right to reacquire title to a Lot as set forth in this Section 13.25 shall be a continuing right and shall be a continuing lien upon each Lot first becoming effective on the date of recording the Covenants.

IN WITNESS WHEREOF, Stauffer Development, LLC, by its duly authorized Manager, Susan Stauffer, has signed this document on the date set opposite her signature.

Stauffer Development, LLC

Date: APRIL 26, 2007

By:

  
Susan Stauffer

Its: Manager

STATE OF INDIANA )

) SS:


COUNTY OF ALLEN )

Before me, a notary public in and for said County and State, this 26TH day of APRIL, 2007, personally appeared Susan Stauffer, known to me to be the duly authorized Manager of Stauffer Development, LLC, and acknowledged the execution of the above and foregoing as her voluntary act and deed and on behalf of said corporation for the purposes and uses set forth in this document.

Witness my hand and notarial seal.

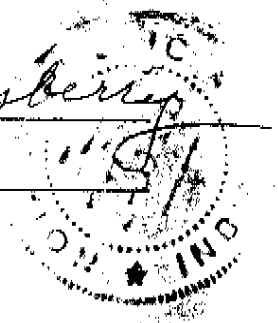
My commission expires: JULY 23, 2014

Resident of ALLEN County

  
PATRICIA S. ANSBERRY

PATRICIA S. ANSBERRY

(Printed Name)



IN WITNESS WHEREOF, Buescher Construction Company, Inc., an Indiana corporation, by its duly authorized officer, ROBERT P. BUESCHER, has signed this document on the date set opposite his signature.

Buescher Construction Company, Inc.

Date: APRIL 26, 2007

By: *RPB*  
ROBERT P. BUESCHER  
Its: PRESIDENT

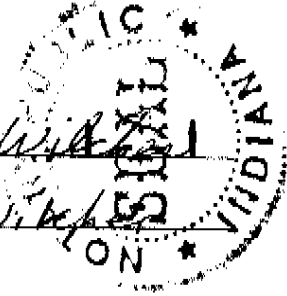
STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF ALLEN )

Before me, a notary public in and for said County and State, this 26<sup>TH</sup> day of April, 2007, personally appeared Robert P. Buescher, known to me to be the duly authorized President of Buescher Construction Company, Inc., and acknowledged the execution of the above and foregoing as his voluntary act and deed and on behalf of said corporation for the purposes and uses set forth in this document.

Witness my hand and notarial seal.

My commission expires: 3-11-08  
Resident of ALLEN County

Bonnie L. Wilkerson  
Bonnie L. Wilkerson  
(Printed Name)



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Thomas M. Gallmeyer  
Prepared by: Thomas M. Gallmeyer, #7033-02, Hawk, Haynie, Kammeyer & Chickedantz, LLP, 116 East Berry Street, Suite 116, Fort Wayne, Indiana 46802. Return to:



## Exhibit A

### LEGAL DESCRIPTION FOR HONEYSUCKLE

PART OF THE WEST HALF OF SECTION 11 TOWNSHIP 32 NORTH RANGE 13 EAST, ALLEN COUNTY, INDIANA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11, SAID CORNER MARKED BY A WOOD POST FOUND; THENCE SOUTH 01 DEGREES 25 MINUTES 46 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2631.01 FEET TO AN IRON PIN SET; THENCE SOUTH 87 DEGREES 18 MINUTES 04 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1320.25 FEET TO AN IRON PIN SET; THENCE NORTH 01 DEGREES 33 MINUTES 19 SECONDS WEST, A DISTANCE OF 1323.81 FEET; THENCE SOUTH 87 DEGREES 39 MINUTES 49 SECONDS WEST, A DISTANCE OF 1323.00 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER MARKED BY AN IRON PIN SET; THENCE NORTH 01 DEGREES 40 MINUTES 47 SECONDS WEST, A DISTANCE 1332.13 FEET TO AN IRON PIN FOUND MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 88 DEGREES 01 MINUTES 28 SECONDS EAST ALONG THE NORTH LINE SAID NORTHWEST QUARTER, A DISTANCE OF 2651.61 FEET TO THE POINT OF BEGINNING CONTAINING 120.526 ACRES OF LAND MORE OR LESS

TOGETHER WITH

PART OF LOT # 3 IN THE PARTITION OF JAMES McCORRY ESTATE AS RECORDED IN DEED RECORD 150, PAGE 60, IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, SAID PROPERTY ALSO BEING A PART OF THE NORTHEAST QUARTER OF SECTION 11 TOWNSHIP 32 NORTH, RANGE 13 EAST, ALLEN COUNTY, INDIANA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 11, SAID CORNER MARKED BY A WOOD POST FOUND; THENCE SOUTH 01 DEGREES 25 MINUTES 46 SECONDS EAST ALONG THE WEST LINE SAID NORTHEAST QUARTER, SAID LINE ALSO BEING THE WEST LINE OF THE AFORESAID PLAT, A DISTANCE OF 1163.14 FEET TO THE POINT OF BEGINNING, SAID POINT BEING SITUATED 26.74 FEET SOUTH 01 DEGREES 25 MINUTES 46 SECONDS EAST FROM THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH 88 DEGREES 10 MINUTES 26 SECONDS EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 1318.15 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3, SAID LINE ALSO BEING THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER; THENCE SOUTH 01 DEGREES 16 MINUTES 49 SECONDS EAST ALONG THE AFOREMENTIONED LINE 65.00 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES 26 SECONDS WEST ON A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 1317.98 FEET TO THE WEST LINE OF SAID PLAT SAID LINE ALSO BEING THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 01 DEGREES 25 MINUTES 46 SECONDS WEST, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING CONTAINING 1.967 ACRES OF LAND MORE OR LESS AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

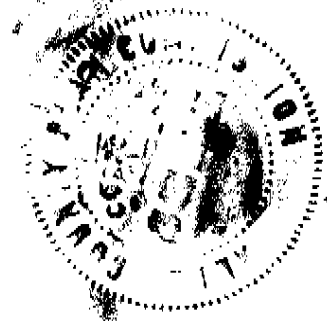




EXHIBIT B

LEGAL DESCRIPTION FOR A TRACT WHICH WILL BECOME LOT 41 IN HONEYSUCKLE:

PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 13 EAST, ALLEN COUNTY, INDIANA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE SOUTH 01 DEGREE 25 MINUTES 46 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1650.84 FEET; THENCE LEAVING SAID LINE SOUTH 88 DEGREES 34 MINUTES 14 SECONDS WEST, A DISTANCE OF 446.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 04 DEGREES 13 MINUTES 29 SECONDS WEST, A DISTANCE OF 280.47 FEET; THENCE NORTH 69 DEGREES 59 MINUTES 05 SECONDS WEST, A DISTANCE OF 195.97 FEET; THENCE SOUTH 30 DEGREES 14 SECONDS 04 MINUTES WEST, A DISTANCE OF 135.64 FEET; THENCE SOUTH 61 DEGREES 36 SECONDS 15 MINUTES EAST, A DISTANCE OF 160.62 FEET; THENCE SOUTH 31 DEGREES 25 SECONDS 01 MINUTE EAST, A DISTANCE OF 189.81 FEET; THENCE 34.49 FEET ALONG A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 60.00 FEET AND BEING SUBTENDED BY CHORD HAVING A BEARING OF NORTH 75 DEGREES 02 MINUTES 56 SECONDS EAST AND A LENGTH OF 34.01 FEET TO THE POINT OF BEGINNING CONTAINING 1.06 ACRES OF LAND MORE OR LESS.

