

HARBOUR VILLAS AT CHAPMAN'S BRIDGE

Developer:	Surveyor - Planner:	Engineer:
SI Development Corp.	Sazer Land Surveying, Inc.	Civil Engineering Services
10808 LaCabrales Lane	14033 Illinois Road, Suite C	8121 Union Chapel Road
Fort Wayne, IN 46845	Fort Wayne, IN 46814	Fort Wayne, IN 46845
Tel: 260/489-7095	Tel: 260/469-3300 Fax: 469-3301	Tel: 260/627-2791

Commencing at the Center of the base of Section 12, being marked by a 40' pole, along the South side of Dakota 40 minutes 10 seconds (40:10) and 60' bearings west of the base of all bearings in this description, to and along the South side of said Northeast Quarter, being within the half-angle of Douglas Road, a distance of 43.834 feet to a survey nail at the true point of beginning, North 83 degrees 10 minutes 40 seconds East, continuing on and along said South side and within said right-angle of a distance of 206.46 feet to a survey nail; thence North 87 degrees 05 minutes 06 seconds West, a distance of 186.96 feet to a 5' pole; thence, North 79 degrees 19 minutes 47 seconds East, a distance of 151.95 feet to a 4' pole; thence, North 79 degrees 10 minutes 25 seconds East, a distance of 100.71 feet to a 4' pole; thence North 64 degrees 47 minutes 32 seconds West, a distance of 547.21 feet to a 4' pole; thence, North 43 degrees 30 minutes 32 seconds West, a distance of 103.05 feet to a 4' pole on the North line of a 118.4 acre lease of real estate described in a deed to Knudt Beck (in Document Number 200543018 in the Office of the Recorder of Adams County, Indiana); thence South 64 degrees 36 minutes 30 seconds West, on and along the North line of said 118.4-acre lease, to a point of 1/4 corner here to real estate described in said Knudt Beck, to the South line of Claymont Bridge, Section 18, recorded in Plat (C-1), page 134, in the Office of said Recorder, a distance of 44.5 feet to a 4' pole; thence, North 22 degrees 20 minutes 50 seconds East, a distance of 200.09 feet to a 4' pole; thence, North 64 degrees 36 minutes 30 seconds West, a distance of 20.95 feet to a 4' pole; thence, South 22 degrees 20 minutes 50 seconds East, a distance of 100.00 feet to a 4' pole; thence, North 64 degrees 36 minutes 30 seconds West, a distance of 100.00 feet to a 4' pole; thence, North 64 degrees 36 minutes 30 seconds West, a distance of 126.97 feet to a 4' pole; thence, South 64 degrees 47 minutes 32 seconds East, a distance of 43.594 feet to a 4' pole; thence, North 79 degrees 10 minutes 25 seconds East, a distance of 181 feet to a 4' pole; thence, South 64 degrees 36 minutes 30 seconds West, a distance of 154.16 feet to the true point of beginning, containing 10.6409 acres of land, subject to legal right-of-way for Douglas Road, and subject to all encumbrances of record.

SI Development Corp., owner by virtue of that certain deed shown in Document Number 2010031051 in the Office of the Recorder of Allen County, Indiana, of the real estate shown and described herein, does hereby by, sell, gift, dedicate and subdivide, said real estate into lots, streets and easements in accordance with the information shown on the plat. Further, SI Development Corp. hereby subjects and appropries all of said land in said addition with the limitations and easements attached hereto and make a part thereof by reference. This subdivision shall be known and designated as HARBOUR VILLAS AT CHAPMAN'S BRIDGE.

IN WITNESS WHEREOF, Joseph L. Zebr, known to me to be the person and President of SJ Development Corp., organized and existing under the laws of the State of Indiana, has hereunto, on behalf of said SJ Development Corp., set his hand and seal, this 16 day of July, 2013.

SJ DEVELOPMENT CORP

By: _____
Joseph A. Linn, President

Consent for permanent structures issued by the Allen County Drainage Board on May 9, 2013 in accordance with Indiana Code 36-9-2-72, on file at the Allen County Surveyor's Office as Drainage Board Rec. Doc. #13-054 reference - Harbour Villas at Chapman's Bridge, Regulated Drain and Doc #13-054 reference - Tierman Drain. Furthermore, the Stormwater Management Plan for HARBOUR VILLAS AT CHAPMAN'S BRIDGE, has been approved on May 21, 2013 under Drainage Board Rec. Doc. #13-055.

CERTIFICATE OF SURVEYOR

I, John C. Sauer, hereby certify that I am a Land Surveyor registered in compliance with the laws of the State of Indiana; that based on my knowledge, experience and belief this plan and accompanying legal description accurately depicts a subdivision of real estate described in Document Number 2013031005 in the Office of the Recorder of Allen County, Indiana; that following the completion of construction and grading, all corners will be marked with 24 inch long 45 degree bearing plastic caps inscribed "Sauer 50564"; and that there has been no change from the matters of survey created by the survey referenced herein or any prior subdivision plat contained therein, on any lines that are common with this subdivision.

I, John C. Sauer, certify the above statements to be correct to the best of my information, knowledge, and belief. 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.

John C. Sauer Date: 7/16/13
John C. Sauer, Indiana Land Surveyor

This plot lies entirely within a Rule 12 - IAC 465 boundary survey certified by John C. Sauer, Indiana Land Surveyor, and duly recorded under Document Number 2013030761 in the Office of the Recorder of Allen County, Indiana.

ALLEN COUNTY PLAN COMMISSION
DATE: 07/25/13

ALLEN COUNTY SURVEYOR
DATE: 02/25/13

BOARD OF COMMISSIONERS
DATE: 31. 5. 13

KENNETH R. NEUWEISER, MCE PROFESSOR

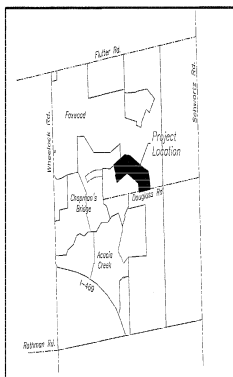
ZONING ADMINISTRATOR
DATE: 7-30-2013
Kimberly Browne
KIMBERLY BROWNE, ZONING ADMINISTRATOR

LINDA K. BLOOM, SECRETARY

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ATTEST:
Tara K. Klutz, CPA, Auditor

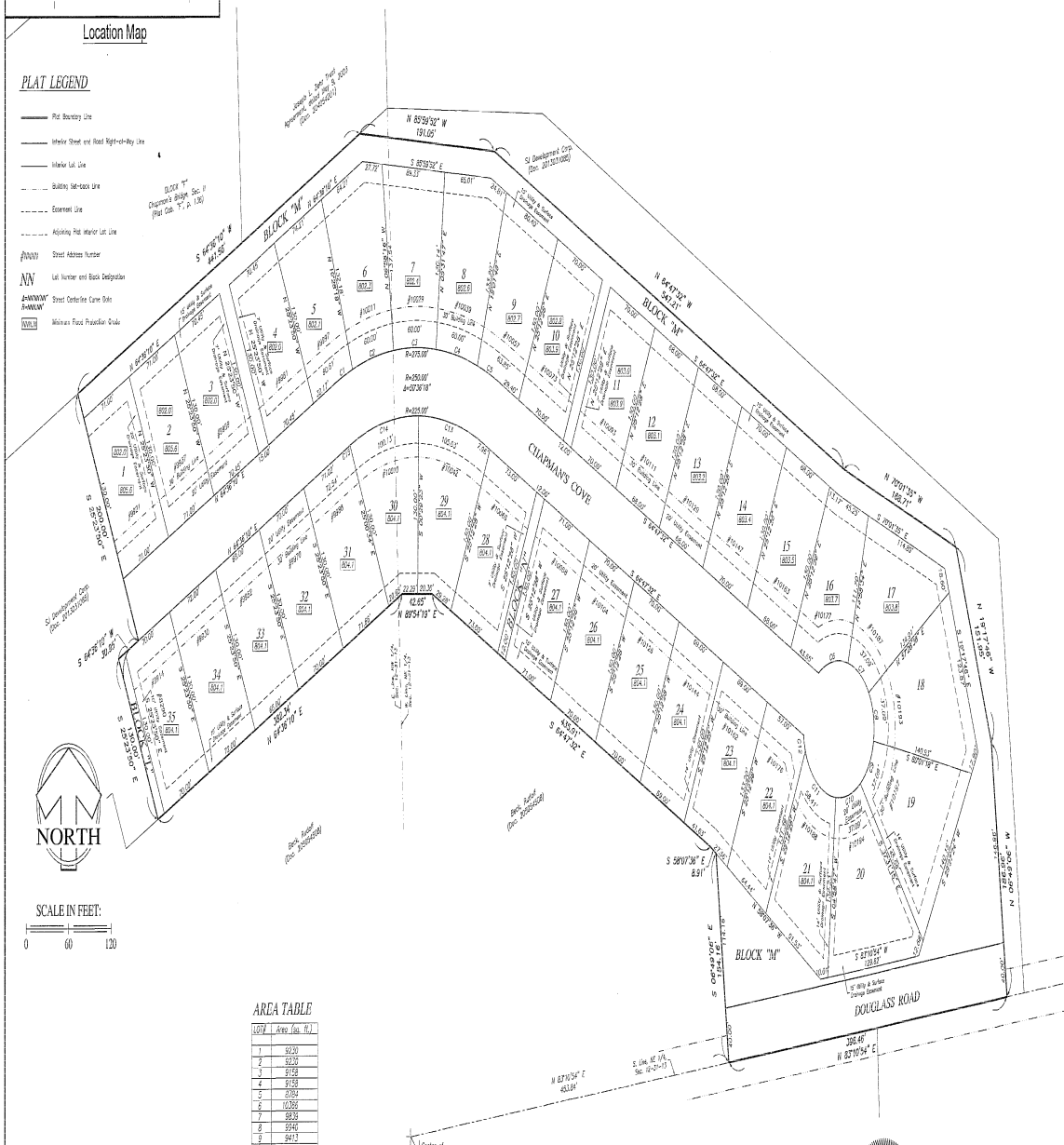
This instrument prepared by John C. Sawyer, Indiana Land Surveyor



Location Map

PLAT LEGEND

- | | |
|--|---------------------------------------|
| | Plot Boundary Line |
| | Interior Street and Road Right-of-Way |
| | Interior Lot Line |
| | Building Set-back Line |
| | Easement Line |
| | Adjoining Plot Interior Lot Line |
| | Street Address Number |
| | Lot Number and Block Designation |
| | Street Centerline Curve Data |
| | Minimum Flood Protection Grade |



AREA TABLE

LOT#	Area (sq. ft.)
1	9230
2	9230
3	9158
4	9158
5	8784
6	10366
7	9835
8	9940
9	9413
10	9100
11	9100
12	8840
13	8840
14	9100
15	8840
16	6686
17	10000
18	11832
19	11687
20	11775
21	9548
22	8729
23	9014
24	8970
25	9100
26	9100
28	9490
29	9675
30	9254
31	5373
32	9100
33	8840
34	9360
35	9100

Entry	Area (sq. ft.)
Block L	1300
Block M	32277
Block N	1564
	20288

LOT CURVE DATA

DATE	HR	LEN	TIME	PTS	FG	3PT	DRB	REB	DRB	LEN	TIME
11	88.4	27:00	75:53	70	5	37	37	5	28.43		
12	88.00	27:00	133:02	78	7	46	43	5	59.88		
13	86.00	27:00	123:02	56	5	48	14	5	59.88		
14	86.00	27:00	123:02	78	10	72	12	5	59.88		
15	84.5	27:00	94:40	18	0	42	22	5	34.73		
16	83.5	30:00	79:07	37	5	30	53	5	42.06		
17	87.00	30:00	123:04	78	11	52	42	5	52.85		
18	87.00	30:00	123:04	78	11	52	42	5	52.85		
19	87.00	30:00	123:04	78	11	52	42	5	52.85		
20	87.00	30:00	123:04	78	11	52	42	5	52.85		
21	86.00	30:00	89:58	48	5	37	78	5	55.14		
22	86.00	30:00	117:53	33	5	11	24	5	55.14		
23	86.00	30:00	89:58	48	5	37	78	5	55.14		
24	86.00	30:00	243:03	78	11	70	25	5	59.88		
25	86.00	30:00	243:03	78	11	70	25	5	59.88		

BENCHMARKS

Beginning Benchmark: Brass Plaque Set in Concrete
located on the North line of Block G, Chapman's Bridge, Sec. 11
2 1/2 North of the Northeast corner of Lot 68 in said plat
(Plat Ceb. 7" p. 163)

FIXATION = 799.25 feet (NGVD '29)

Plot Benchmark #1: Top of Bronze Disk installed in the center of the Pond 5, Block "N" Overlaid Weir (grade beam) situated at the South end of Block "N", with the elevation 833.21 feet stamped in the disk.

NOTES:

7. All buried utilities shall allow for the proposed swale grades as shown on the approved engineering plans.
8. U, S, D, E, indicates utility and surface drainage easement.
9. "Side B, L" indicates site building line on corner lots.
10. All right-of-way intersection radii are 20 feet.
11. Based elevation indicates minimum flood protection grade (WAD 383 D1024).
12. All common areas to be blotted utility and surface drainage easements.
13. Any roadway fringes within the boundary of the plot are contained within the Block Access stream hereon.



DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO
THE PLAT OF HARBOUR VILLAS AT CHAPMAN'S BRIDGE, A
SUBDIVISION IN ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA

SJ Development Corp. (the Developer), by Joseph L. Zehr, President, declares that it is the owner of the real estate shown and legally described in this plat ("Real Estate"), and lays off, plats and subdivides the Real Estate in accordance with the information shown on the certified plat attached to and incorporated by reference in this document. The platted subdivision shall be known and designated Harbour Villas at Chapman's Bridge, a Subdivision in St. Joseph Township, Allen County, Indiana (the "Subdivision")

The Lots shall be subject to and impressed with the covenants, limitations, easements and restrictions hereinafter set forth. The provisions herein contained shall run with the land and shall inure to the benefit of the Owners of the Lots and the land included therein, and their respective legal representatives, successors, grantees, heirs and assigns.

The Lots are numbered 1 through 35 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 expressly dedicated to public use for their usual and intended purposes.

PREFACE

In addition to the recordation of the Plat and this document, there have been recorded articles of incorporation of Chapman's Bridge Community Association, Inc. (the "Association"), and there will be recorded articles of incorporation of Harbour Villas at Chapman's Bridge Community Association, Inc. (the "Villas Association"). Each Owner of a Lot in the Subdivision shall be a member of both the Association and the Villas Association, and shall be bound by these articles of incorporation and bylaws, including any lawfully adopted amendments thereto. The Developer reserves the right to subdivide and plat nearby and/or adjacent real estate as additional Sections of the Subdivision, and the lots in such additional Sections subsequently platted and subdivided may also be permitted or required to be members of either or both the Association and the Villas 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 "Villas Articles." The Articles of Incorporation adopted by the Villas Association and approved by the Indiana Secretary of State, and all amendments to those Articles.

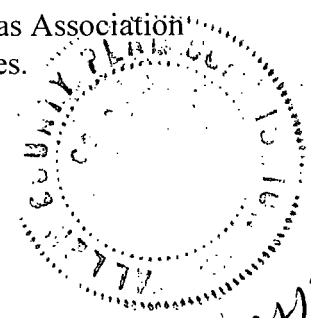
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AUDITOR'S OFFICE
Duly entered for taxation, subject
to final acceptance for tax list.

JUL 31 2013

Jera K. Kline
AUDITOR OF ALLEN COUNTY



704MC

1.3 “Association.” The Chapman’s Bridge Community Association, Inc., an Indiana nonprofit corporation, and its successors and assigns.

1.4 “Villas Association.” The Harbour Villas at Chapman’s Bridge Community Association, Inc., an Indiana nonprofit corporation, and its successors and assigns.

1.5 “Association Board of Directors.” The duly elected board of directors of the Association.

1.6 “Villas Board of Directors.” The duly elected board of directors of the Villas Association.

1.7 “Association By-Laws.” The By-Laws adopted by the Association., and all amendments to those By-Laws.

1.8 “Villas By-Laws.” The By-Laws adopted by the Villas Association, Inc., and all amendments to those By-Laws.

1.9 “Benefitted Subdivisions.” The platted subdivisions known as Chapman's Bridge, The Villas at Foxwood, Foxwood and The Forest at Foxwood (including all existing and future sections of all such subdivisions).

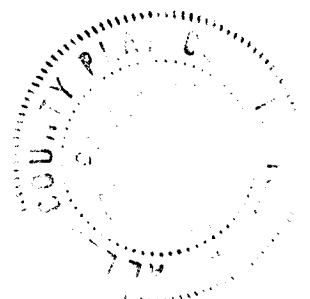
1.10 “Builder.” An individual or entity who is licensed to build single-family residential dwellings in the county in which the subdivision is located and is the Owner of a Lot in the Subdivision.

1.11 “Committee.” The Architectural Control Committee established under Section 11 of the Covenants.

1.12 “Common Area.” All real property owned by the Association for the common use and enjoyment of Owners.

1.13 “Common Impoundment Basin.” That area which serves as an impoundment basin for surface water runoff for the Benefitted Subdivisions the maintenance of which is provided at Document No. 204083314 in the Office of the Recorder of Allen County, Indiana. The location of the Common Impoundment Basin will be located wholly within the Common Area of each of the Benefitted Subdivisions, and is defined as that area within the Common Area of each of the Benefitted Subdivisions which is lower than 794.5 Mean Sea Level.

1.14 “The Communities of Foxwood.” The Communities of Foxwood Association, Inc., an Indiana nonprofit corporation, and its successors and assigns.



1.15 “Covenants.” This document and the restrictions, limitations and covenants contained herein or imposed pursuant thereto.

1.16 “Developer.” SJ Development Corp., an Indiana corporation, its assigns and successors in interest in the Real Estate.

1.17 “Lot, and in plural form, “Lots.” Any of the platted lots in the Plat, or any tract(s) of Real Estate which may consist of one or more Lots or part(s) of Lots upon which a residence may be or is erected in accordance with the Covenants and any applicable zoning ordinance; provided, however, that no tract of land consisting of part of a Lot, or parts of more than one Lot, shall be considered a “Lot” under these Covenants unless the tract has a frontage of at least 60 feet in width at the established front building line as shown on the Plat and further meets the requirements of Section 12.4.

1.18 “Owner, and in the plural form, “Owners.” The record owner(s) (whether one or more persons or entities) of fee simple title to a Lot or Lots, including land contract buyers, but excluding those having an interest in a Lot merely as security for the performance of an obligation.

1.19 “Zoning Authority.” The applicable governmental Plan Commission and/or Zoning Authority, or its successor agency, then having zoning authority and jurisdiction over the Real Estate to issue improvement location permits, and to issue certificates of occupancy for residences constructed on Lots.

1.20 “Plat.” This recorded secondary plat of Harbour Villas at Chapman’s Bridge.

1.21 “Subdivision.” The Harbour Villas at Chapman’s Bridge subdivision, including any future sections of such subdivision.

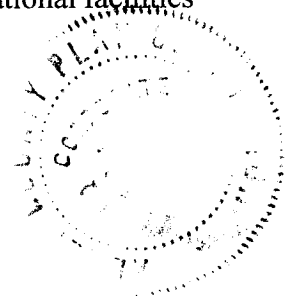
SECTION 2. PROPERTY RIGHTS.

2.1 Owners' Easements of Enjoyment. Each Owner shall have the right to the use and enjoyment of the Common Area which right is appurtenant to and passes with the title to every Lot, subject to the following rights which are granted to the Association and the Developer.

2.1.1 To charge reasonable admission and other fees for the use of any recreational facility located in the Common Area.

2.1.2 To impose reasonable restrictions, limitations, conditions, rules, and regulations regarding Owner’s use and enjoyment of the Common Area.

2.1.3 To suspend the voting rights and right to the use of the recreational facilities



in the Common Area for any period during which any assessment against an Owner's Lot remains unpaid, or an Owner is in violation of the Covenants, the Association Articles, the Association Bylaws, or any rule or regulation of the Association.

2.1.4 To dedicate or transfer all or any part of the Common Area or any interest or easement therein to any public agency, authority or utility upon the vote and approval of at least two-thirds (2/3) of each class of Association members; provided, however, that the Developer, without such vote and approval, may, prior to the time when fee simple title to all Lots have been conveyed to third parties by the Developer, transfer, dedicate or convey such portions of the Common Area to adjoining Lot Owners as may necessary to allow such joiners to comply with the requirements of the Zoning Authority, permit requirements, or with provisions of Section 12. The Developer may also grant and convey utility or drainage easements in, on and over any Common Area, but no such easement shall be granted over areas on which structures or buildings then exist. No such dedication or transfer, except those made by the Developer as provided above, shall be effective without the vote and approval of two-thirds of each class of the Association members agreeing to such dedication or transfer, is recorded.

2.1 Delegation of Use. An Owner may delegate, in accordance with the Bylaws, the Owner's right to use and enjoy the Common Area and any recreational facilities located thereon, to members of the Owner's family residing on the Owner's Lot, and tenants or land contract purchasers who reside on the Owner's Lot.

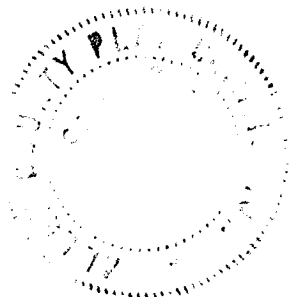
SECTION 3. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

3.1 Membership in the Association. Each Owner of a Lot in the Subdivision 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. Class A membership consists of all Owners, except the 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 one Lot.

3.2.2 Class B Membership. Class B membership consists of the Developer and its successors in interest. The Class B member shall be entitled to 600 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:



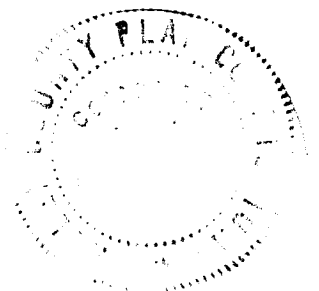
3.2.2.1 When fee simple title to all lots has been conveyed by the Developer to third parties; or

3.2.2.2 On December 31, 2023.

SECTION 4. COVENANT FOR THE ASSOCIATION MAINTENANCE ASSESSMENTS.

4.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner, except the Developer and a Builder that has been temporarily exempted by Developer as provided hereinafter, 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: (1) annual assessments or charges; (2) special assessments for capital improvements and professional accounting, and legal fees of the Association. Such assessments shall be established and collected as provided in these Covenants and the Association Bylaws. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on a Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment became due. Notwithstanding any other provision herein to the contrary, the Developer shall have the absolute and unrestricted right from time to time to temporarily exempt a Builder as a Lot Owner from the obligation to pay any Assessments or any lien for any such Assessments. A temporary exemption, if so granted by the Developer to a Builder shall terminate at the earlier of: (i) six (6) years from the date of acceptance of a deed from the Developer; (ii) thirty days after the Developer provides the Builder with written notice of the revocation of any temporary exemption; (iii) the date on which the Builder first conveys title to the Lot, to a successor-in-interest, but nothing contained herein shall prevent the Developer from granting the successor-in-interest a temporary exemption if the successor-in-interest is a Builder or is holding the Lot in inventory for sale; or (iv) the date on which a residence located on a Lot is occupied by residents living therein. A Lot Owner first acquiring title from a Builder that was granted a temporary exemption shall be obligated to pay the prorated remaining portion (based upon a per diem basis) of any Assessment at the time of and concurrently with the successor in interest's acquisition of title to the Lot from the Builder. The prorated remaining portion of the Assessment due from the Owner first acquiring title from a Builder shall be a lien against a Lot, and shall not be subordinate to the lien of any first mortgage. **[Do we really want this provision?]**

4.2 **Purpose of Annual Assessments.** The annual assessments levied by the Association shall be used exclusively to promote the recreation, health and welfare of the residents in the Subdivisions, for the improvement of Common Areas in the Subdivisions, the proportionate cost of the maintenance of any Common Impoundment Basins located in any Common Areas into which the Subdivision's storm waters drain and attendant water level control structures, for professional accounting and legal fees of the Association, and for solid waste disposal as provided in Section 14.



4.3 Maximum Annual Assessments. Until January 1 of the year immediately following the first conveyance by the Developer of a Lot, the maximum annual assessment by the Association shall be \$270.00 per Lot, plus an annual assessment for garbage and solid waste disposal pursuant to Section 14. The Annual assessment imposed by the Association includes 32% of the cost of maintaining the Common Impoundment Basin, ("Common Impoundment Basin Maintenance") as set fourth in Section 4.4. Subsequent assessments may be made by the Association, provided however, said assessment shall not exceed 8% above the assessment for the previous year, without the written consent or a vote and approval of a majority of the members at a duly called meeting of the members of the Association.

4.4 Common Impoundment Basin Maintenance and Use. The maintenance of the Common Impoundment Basin for all Benefitted Subdivisions and each Lot in the Benefitted Subdivisions shall be the sole responsibility of The Communities of Foxwood Association Inc. The pro rata share of Chapman's Bridge, Section I and all future sections shall be 32% of the cost of maintaining said Common Impoundment Basin. Payments shall be due and payable with interest at the rate of 8% annum or at the rate permitted by the state of Indiana, whichever is greater. Within 30 days after receipt from The Communities of Foxwood Association Inc., of an invoice setting forth Chapman's Bridge pro-rata share of the cost of maintenance for the immediately preceding year, and further, said amount shall be collectible with attorney fees by The Communities of Foxwood Association, Inc. The use of the Common Impoundment Basin for any purposes other than storm water detention, such as by way of illustration and not limitation, any recreational use of the Common Impoundment Basin shall be determined by a majority vote from time to time of the Presidents of the following associations: Chapman's Bridge Community Association, Inc., The Communities of Foxwood Association, Inc., and the Villas at Foxwood Community Association, Inc.

All of the initial titleholders of the Benefitted Subdivisions have previously executed, delivered and recorded that certain Storm Basin Maintenance Agreement (the "Basin Maintenance Agreement"), recorded as Document Number 204083314 in the Office of the Recorder of Allen County, Indiana. Pursuant to the Basin Maintenance Agreement, that portion of the Real Estate (as defined in the Basin Maintenance Agreement) on which the Basin and Facilities (all as defined in the Basin Maintenance Agreement) are to be constructed will be located wholly within the Common Area of the Benefitted Subdivisions. Pursuant to the Basin Maintenance Agreement, the Allen County Drainage Board is permitted to make periodic assessments for the maintenance and repair of the Basin and Facilities. Capitalized words as used in this paragraph shall have the same meaning and definition as set forth in the Basin Maintenance Agreement.

4.5 Special Assessments for Capital Improvements. In addition to the annual assessments authorized in Section 4.3, 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 and approval or the written consent 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 ("Lakes").

4.6 Notice and Quorum for Any Action Authorized Under Subsection 4.3 or 4.5. Any action authorized under Sections 4.3.2 and 4.5 may be taken either by written consent of a majority of the members or at a meeting of the members of the Association called for that purpose, written notice of which shall be sent to all members not less than 30 days, no more than 60 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 30 days after the date of such meeting.

4.7 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, including any additional Sections and may be collected on a monthly, quarterly, or yearly basis, provided, however, Lots owned by the Developer upon which there is no residence constructed and Builders granted a temporary exemption pursuant to Section 4.1 shall not be subject to annual or special assessments.

4.8 Date of Commencement of Annual Assessments Due Dates. Annual assessments made under Section 4.3 shall commence as of the first day following the first conveyance of a Lot by the Developer, excepting Lots owned by the Developer and Builders whose Lots are temporarily exempted. The first annual assessment shall be pro-rated to the date of closing. The Association shall fix the amount of the annual assessment against each Lot at least 30 days in advance of the date the annual assessment is due. Written notice of the annual assessment shall be given to every Owner. The due dates shall be established by the Association. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether an assessment on a Lot has been paid.

4.9 Effect of Nonpayment of Assessments/Remedies of the Association.

4.9.1 Any assessment not paid within 30 days after its due date shall bear interest from the due date at the rate of 12% per annum or at the maximum legal rate permitted by the State of Indiana which ever is greater.

4.9.2 The Association may bring an action against each Owner personally obligated to pay the same, and foreclose the lien of an assessment against a Lot. No Owner may waive or otherwise escape liability for the assessments made under the Covenants by non-use of the Common Area or abandonment of a Lot. The lien for delinquent assessments may be foreclosed in the same manner as mortgages are foreclosed in Indiana. The Association shall also be entitled to recover the attorney fees, costs and expenses incurred because of the failure of an Owner to timely pay assessments made under this Section 4.



4.10 Subordination of Assessment Lien to First Mortgage Liens. Except as otherwise provided in Article 4.1 hereof, the lien of the assessments made under the Covenants shall at all times be subordinate to the lien of any first mortgage. Any sale or transfer of any Lot shall not affect the assessment lien against it. No sale or transfer shall relieve an Owner or Lot from liability for any assessment subsequently becoming due, or from the lien of an assessment. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to assessments which become due prior to such sale or transfer.

SECTION 5. MAINTENANCE OBLIGATIONS OF THE ASSOCIATION.

5.1 Grounds Keeping Services as hereinafter defined, shall be provided by the Association for all Common Areas. For purposes hereof, maintenance shall consist of:

5.2.1 The maintenance of all landscaping, vegetation, grass, plants, and the like located upon Common Area.

5.2.2 Snow removal from streets.

5.2.3 Mailbox and stand repair and replacement.

5.2.4 Street Lights repair and replacement.

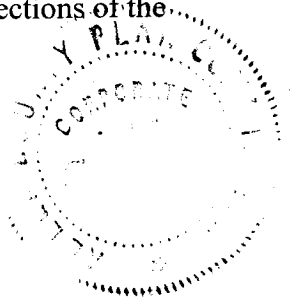
5.2.5 Maintenance of ponds and lakes in the Subdivision other than the Common Impoundment Basin.

5.2.6 Walking paths maintenance, repair and replacement.

SECTION 6. INITIAL MANAGEMENT AND CONTROL BY THE DEVELOPER OF THE VILLAS ASSOCIATION

6.1 Definition of "Authority Transfer Date." The Authority Transfer Date is that date upon which Class A members of the Villas Association shall have and hold voting rights for each Lot as set forth in section 6.2 hereof and in the Articles and By-Laws of the Villas Association. Such Date shall be the earlier of:

(a) When title to 26 of the Lots in the Subdivisions have been conveyed by the Developer to a third party. For purposes of Section 6.1(a), the term "Subdivisions" includes any additional or future sections of the Subdivision which are shown on the final primary plat of the Subdivision as future sections or which additional sections are platted as additional sections of the



Subdivision within eight (8) years from the first conveyance of a lot in the Subdivision by the Developer to a second party, or

(b) When the Developer, in its sole and absolute discretion, so determines and provides sixty days' prior Notice to the Owners or the Villas Associates.

6.2 Prior to the Authority Transfer Date. Prior to the Authority Transfer Date as defined above, the Developer shall exclusively appoint all members of the Villas Board of Directors of the Villas Association, and the Class A members shall have no voting rights in the Villas Association. Directors appointed by the Developer shall serve at the will of the Developer and shall be deemed to be Owners only for the purpose of serving on the Villas Association Board of Directors. Meetings of the Villas Board of Directors, prior to the Authority transfer Date, shall not be required to be held open to Owners, and notice of such meetings to Owners shall not be required. In addition, prior to the Authority Transfer Date, the Villas Association Board of Directors shall not be required to seek Owner approval of the budget or any annual or special assessments.

6.3 Assessment limitations. Prior to the Authority Transfer Date, the Villas Association Board of Directors may increase the annual assessment, but not by more than 8% above the annual assessment for the previous year.

SECTION 7. VILLAS ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

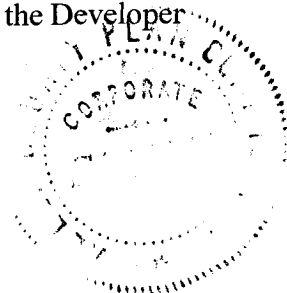
7.1 Membership in Villas Association. Each Owner of a Lot in the Subdivision shall be a member of the Villas Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

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

7.2.1 Class A Membership. Class A membership consists of all Owners, except the 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.

7.2.2 Class B Membership. Class B membership consists of the Developer and its successor. The Class B member shall be entitled to 70 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:

7.2.2.1 When fee simple title to all lots has been conveyed by the Developer to a third party; or



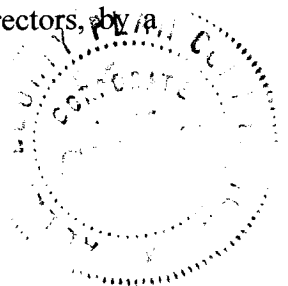
7.2.2.2 On December 31, 2023.

SECTION 8. COVENANT FOR THE VILLAS ASSOCIATION MAINTENANCE ASSESSMENTS.

8.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner, except the Developer and a Builder that has been temporarily exempted by Developer as provided hereinafter, 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 Villas Association: (1) annual assessments or charges; (2) special assessments for capital improvements and professional accounting, and legal fees of the Villas Association. Such assessments shall be established and collected as provided in these Covenants and the Villas Association Bylaws. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on a Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment became due. Notwithstanding any other provision herein to the contrary, the Developer shall have the absolute and unrestricted right from time to time to temporarily exempt a Builder as a Lot Owner from the obligation to pay any Assessments or any lien for any such Assessments. A temporary exemption, if so granted by the Developer to a Builder shall terminate at the earlier of: (i) six (6) years from the date of acceptance of a deed from the Developer; (ii) thirty days after the Developer provides the Builder with written notice of the revocation of any temporary exemption; (iii) the date on which the Builder first conveys title to the Lot, to a successor-in-interest, but nothing contained herein shall prevent the Developer from granting the successor-in-interest a temporary exemption if the successor-in-interest is a Builder; or is holding the Lot in inventory for sale; or (iv) the date on which a residence located on a Lot is occupied by residents living therein. A Lot Owner first acquiring title from a Builder that was granted a temporary exemption shall be obligated to pay the prorated remaining portion (based upon a per diem basis) of any Assessment at the time of and concurrently with the successor in interest's acquisition of title to the Lot from the Builder. The prorated remaining portion of the Assessment due from the Owner first acquiring title from a Builder shall be a lien against a Lot, and shall not be subordinate to the lien of any first mortgage. **[Do we really want this provision?]**

8.2 Maximum Annual Assessments. Until January 1 of the year immediately following the first conveyance by the Developer of a Lot, the maximum annual assessment by the Villas Association shall be \$1,480 for Grounds Keeping Services as defined hereafter. This cost breakdown is provided solely for the purpose of determining the initial annual assessment to Owners under Section 8.6, after the Authority Transfer Date, subsequent assessments may be made by the Villas Board of Directors, as follows:

8.2.1 From and after the Authority Transfer Date, the maximum annual assessment of the Villas Association may be increased each year by the Villas Board of Directors, by a



percentage not more than 8% above the annual assessment for the previous year, without a vote of the membership.

8.2.2 From and after the Authority Transfer Date, the maximum annual assessment of the Villas Association may be increased by a percentage in excess of 8% only by the vote and approval or written consent of a majority of each class of members of the Villas Association at a duly called meeting of the members.

8.2.3 Notice and Quorum for Any Action Authorized Under Subsection 8.2. Any action authorized under Section 8.2 may be taken either by the written consent of a majority of the members or at a meeting of the members of the Villas Association called for that purpose, written notice of which shall be sent to all members not less than 30 days, nor more than 60 days, in advance of the meeting. If the 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 Villas Association within 30 days after the date of such meeting.

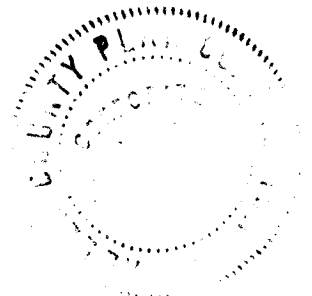
8.3 Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all Lots, except as provided in Section 8.1 and may be collected on a monthly, quarterly or yearly basis. The annual assessment as set forth in Section 9.2 for Grounds Keeping Services, the costs of which shall be assessed as set forth herein. The portion of the annual budget allocated for Ground Keeping Services and shall be assessed in accordance with the actual cost as determined by the annual contracts with the contractors providing the Ground Keeping Services.

8.4 Date of Commencement of Annual Assessments/Due Dates. The annual assessments allowed under Section 8.2 shall commence as to all Lots then subject to an assessment, on the first day of the month following the first conveyance of a Lot by The Developer. The first annual assessment shall be pro-rated according to the number of months remaining in the calendar year. The Association shall fix the amount of the annual assessment against each Lot at least 30 days in advance of the date the annual assessment is due. Written notice of the annual assessment shall be given to every Owner. The due dates shall be established by the Association. The Villas Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Villas Association stating whether an assessment on a Lot has been paid.

8.5 Effect of Nonpayment of Assessments/Remedies of the Villas Association.

8.5.1 Any assessment not paid within 30 days after its due date shall bear interest from the due date at the rate of 12% per annum.

8.5.2 The Villas Association may bring an action at law against each Owner personally obligated to pay the same, and foreclose the lien of an assessment against a Lot. No Owner may waive or otherwise escape liability for the assessments made under the Covenants by non-use of the Common Area or abandonment of a Lot. The lien for delinquent assessments may



be foreclosed in the same manner as mortgages are foreclosed in Indiana. The Villas Association shall also be entitled to recover the attorney fees, costs and expenses incurred because of the failure of an Owner to timely pay assessments made under this Section 8.

8.6 Subordination of Assessment Lien to First Mortgage Liens. The lien of the assessments made under the Covenants shall at all times be subordinate to the lien of any first mortgage. Any sale or transfer of any Lot shall not affect the assessment lien against it. No sale or transfer shall relieve an Owner or Lot from liability for any assessment subsequently becoming due, or from the lien of an assessment. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer.

SECTION 9. MAINTENANCE OBLIGATIONS OF THE VILLAS ASSOCIATION

9.1 Grounds Keeping Services. Grounds Keeping Services as hereinafter defined, shall be provided by the Villas Association for all Lots in the Subdivision. For purposes hereof, Grounds Keeping Services shall consist of:

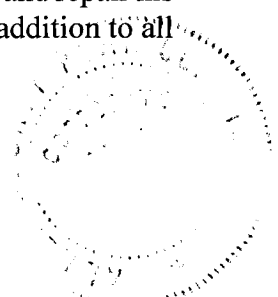
9.1.1 The maintenance of all landscaping, vegetation, grass, plants, and the like located upon each Lot, provided, however, that if any of the foregoing landscaping requires replacement, it shall be the responsibility of, and at the expense of, the Owner of the applicable Lot to make such replacement;

9.1.2 Snow removal from paved portions of the driveways and sidewalks on the lot;

9.1.3 The maintenance, repair and replacement as necessary of the in-ground sprinkler system located upon each Lot;

If one home actually sits on two Lots, the Owner shall be charged one annual assessment for both Lots. In the event that there is a fenced-in area upon a Lot, adequate access to this area shall be provided to enable the Villas Association to perform all Grounds Keeping Services but if access is restricted, limited or is not so provided or if the access is locked or otherwise made inaccessible, then the Villas Association shall not be responsible for providing any Grounds Keeping Services within this area, and the Owner thereof shall have such responsibility and shall not be entitled to claim any abatement of any portion of the Annual Assessment by the Villas Association due to such situation.

9.2 Other Maintenance. Except to the extent of the Villas Association responsibility for the Grounds Keeping Services as provided, each Owner shall at the Owner's sole cost and expense maintain and repair his or her Lot and the improvements situated thereon, keeping the same in good condition and repair, including those items specifically excluded from the Villas Association's responsibility and all other maintenance and repair responsibilities not expressly included among such responsibilities, as set forth below. In the event any Owner shall fail to maintain and repair his Lot and the improvements thereon as required hereunder, the Villas Association, in addition to all



other remedies available to it herein or by law and without waving any of said alternative remedies shall have the right, through its agents and employees to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the dwelling units and any improvements created thereon; and each Owner (by appetite of a Deed for his Lot) hereby covenants and agrees to repay to the Villas Association the cost and expenses thereof, including reasonable attorney's fees, which costs and expenses shall have the same status as both a continuing lien on the Lot and improvements and the personal obligation of the Owner as an assessment made under 9.8.2 hereof, and the failure of any such Owner to pay the same shall carry with it the same consequences as failure to pay an annual or special assessment when due.

9.3 Maintenance Easement. Each Lot and the Owner of each Lot whose dwelling is constructed closer than five (5) feet to the side yard Lot line shall have an access easement over a portion of the adjacent Lot which shall be Five (5) feet in width measured from the adjacent side yard lot line, for the entire length of said line separating the two Lots, excepting, however, any area on which a structure is located, for the purpose of maintaining, replacing, and repairing the exterior of the dwelling so located. This access easement shall extend to the agents, employees, and independent contractors of either the Villas Association, the Owner, or their respective agents, all landscaping on an adjacent Lot shall be repaired at the expense of the Villas Association, the Owner, or their respective agents, employees or independent contractors that utilized this access easement or caused any such damage requiring repair.

SECTION 10. MAINTENANCE OBLIGATION OF THE VILLAS ASSOCIATION LOT OWNERS.

10.1. Owner's Responsibility

10.1.1. Each Lot Owner is responsible for the repair, maintenance and/or replacement at his or her expense of all portions of the dwelling, landscaping and other improvements constructed on such Owner's Lot, excluding, however, Grounds Keeping Services as set forth in Section 9.1 hereof. Accordingly, each Owner shall maintain at the Owner's expense the exterior and interior of the dwelling, 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 Villas Association without the prior consent of the Villas Board of Directors and the Architectural Control Committee.

10.2 Owner Liability. Should any Owner do any of the following:

10.2.1 Fail to perform the responsibilities as forth in Section 10.1 above; or

10.2.2 Cause any damage to any improvement which the Villas Association has the responsibility to maintain, repair and/or replace; or

10.2.3 Undertake unauthorized improvements or modifications to his or her dwelling or to any other portion of his or her Lot, as set forth herein;

10.2.4 The Villas Association, after approval by two thirds (2/3rds) vote of the Villas 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 Unit and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs to the Villas Association, shall be added to and become a part of the assessment to which the Lot is subject.

SECTION 11. ARCHITECTURAL CONTROL

11.1 Construction Approval. No building, residence, garage, fence, wall, in-ground swimming pool, or any other structure shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition (collectively, "structures"), change or alteration be made to a structure on a Lot unless and until the plans and specification showing the structure's nature, kind, shape, height, materials and location are submitted in writing to and approved by the Architectural Control Committee as to the structure's harmony of external design and location in relation to the surrounding structures and topography in the Subdivision. The Developer shall serve as the Architectural Control Committee until residences are constructed on all Lots in the Subdivision at which time the Villas Association shall serve as the Architectural Control Committee. Until the Villas Association succeeds to the Architectural Control Committee's responsibilities pursuant to Section 8.3, the Developer may from time to time, in writing, appoint another entity, individual, or group of individuals to act as its representative in some or all matters regarding its rights, duties, and responsibilities under Section 11.

11.2 Committee Authority. The Architectural Control Committee shall have the exclusive authority and responsibility to review plans for construction of all structures proposed to be constructed in the Subdivision. The Developer from time to time may delegate to its representative or to the Villas Board of Directors (or such other entity designated in the Villas Articles or Villas Bylaws) of the Villas Association the authority and responsibility to review plans for construction of fences; residential yard playground equipment and basketball poles in the Subdivision. Such delegation shall be made in writing, signed by the Developer, and delivered or mailed to the Villas Association's registered office.

11.3 Villas Board of Directors Authority. After residences are constructed on all Lots in the Subdivision, the Villas Board of Directors (or such other entity designated under the Villas Articles or the Villas Bylaws) of the Villas Association shall then succeed to the Architectural Control Committee's responsibilities of the Developer under this Section 11 to review construction, modifications and additions of any and all structures in the Subdivision.

11.4 Time Constraint. In the event the Architectural Control Committee (or the Villas Board of Directors or other representative acting under Sections 11.1, 11.2 or 11.3) fails to act to



approve, modify, or disapprove the design and location of a proposed structure within 30 days after said plans and specifications have been submitted to it, approval will not be required, and approval under this Section 11 will be deemed to have been given.

11.5 Non-liability of Architectural Control Committee. Plans and specifications are not reviewed for engineering or structural design or quality of materials, or to assure that any improvements constructed pursuant thereto are located within recorded set backs established by either the Plat, the Covenants, or applicable zoning ordinances, or designed or constructed pursuant to building codes, and by approving such plans and specifications, neither the Architectural Control Committee, the Developer, its representative, nor the Villas Association assumes liability or responsibility therefor for any defect in any structure constructed from such plans and specifications, nor for any actions of any Builder in connection therewith. Neither the Architectural Control Committee, the Developer, its representative, the Villas Association, the Villas Board of Directors, nor the officers, directors, members, employees, agents, or any appointed representative of any of them shall be liable in damages to anyone by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval, modification, or disapproval of any such plans and specifications. Every Lot owner, for himself and for all parties claimed by or through such Lot owner, agrees not to bring any action or suit against Architectural Control Committee, the Developer, its representative, the Villas Association, the Villas Board of Directors, or the officers, directors, members, employees, agents, or appointed representatives of any of them to recover any such damages and hereby releases and quitclaims all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provide that a general release does not extend to claims, demands, and causes of actions not known at the time this release is given.

11.6 Construction Activity. Once construction of any structure is commenced on any Lot, there shall be no lapse of construction activity greater than sixty (60) consecutive days (excluding any days where construction is delayed or not possible due to adverse weather conditions). Upon completion of a residence, all landscaping as approved in the plans and specifications shall be installed promptly, and in no event, later than one hundred eight (180) days following the completion of the residence.

11.7 Fences. Notwithstanding any other provisions to the contrary in this Section 11, the Architectural Committee may not approve construction or modification of any fence or any planting on any Lot which, in the Architectural Committee's sole opinion, would unreasonably interfere with of Owners right of enjoyment of their Lot. No fence, or other improvement, shall be erected upon a Lot which is deemed by the Architectural Committee to interfere with the landscape maintenance performed by the Villas Association, thereby increasing the amount of trimming or edging required to be done, or increase in any other manner the cost of maintenance of the landscaping by the Villas Association, unless otherwise specifically agreed to in writing by the Villas Association.

SECTION 12. GENERAL PROVISIONS



12.1 Use. Except as otherwise provided in this Section 12.1, Lots may not be used for any uses and purposes other than for single-family residential uses and purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family residence not to exceed two and one-half stories in height. Each residence shall include an attached garage as part of the residence, which garage shall have a floor area of not less than 400 square feet; to accommodate not less than two cars; and it shall have one or more overhead garage doors which have an aggregate width of not less than 16 feet such overhead garage doors such doors to be located on the exterior wall of the garage which is accessed by the driveway which is further defined in Section 12.17. No Lot shall be used for any purpose other than as a single-family residence, provided however, the Developer shall have the sole authority to approve a Builder using the home on any lot as a model for the purpose of selling Builders homes in the Subdivision. The Developer shall further have the sole authority to approve outdoor signage and/or flag poles in connection with Builder's Model Home. Further, a home occupation may be permitted so long as:

(i) The Owner has obtained any and all required governmental approvals necessary or required in order to conduct the home occupation on the Lot;

(ii) The Architectural Control Committee has been provided with written notice of the proposed home occupation at the earlier of forty-five (45) days prior to the commencement of the home occupation in the residence or forty-five (45) days prior to the date of filing of any required application with any applicable governmental agency, if required;

(iii) any such home occupation use shall be conducted entirely within the residence and such home occupation shall be clearly incidental and secondary to the use of the residence for single-family dwelling purposes and shall not change the character thereof;

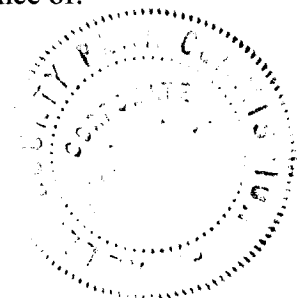
(iv) there shall be no sign attached to the exterior of the residence or free standing sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a single-family residence; and

(v) no person shall be employed in such home occupation other than a member of the immediate family who actually resides in the residence;

(vi) the operating of the Villa Association shall not be considered a business activity under this Section 121.

12.2 Dwelling Size. No residence shall be built on a Lot having less than 1500 square feet of ground floor area upon the foundation, exclusive of one-story open porches, breezeways or garages.

12.3 Building Lines. No residence shall be located on a Lot nearer to the front building setback Lot line, or nearer to the side street building setback line than the minimum building setback lines shown on the Plat. In addition, no residence shall be located nearer than a distance of:



5 feet to an interior Lot line on all Lots.

No dwelling shall be located on an interior Lot nearer than 15 feet to the rear Lot line on Lots 1 through 35.

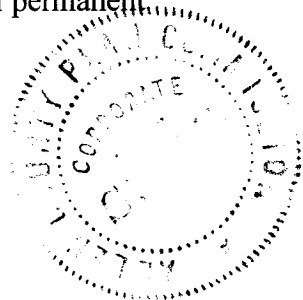
12.4 Minimum Lot Size. No residence shall be erected or placed on a Lot having a width of less than 60 feet at the front Lot minimum building setback line, nor shall any residence be erected or placed on any Lot having an area of less than 6,250 square feet.

12.5 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 person, firm or corporation the right, license, or privilege to erect or use, or permit the use of, overhead wires, cable, poles or overhead facilities of any kind for any utility service or 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 contained 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 that constructs the residence or structure, and shall carry not less than 3 wires and have a capacity of not less than 200 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.

12.5.1 All easements dedicated on the Plat or these Covenants shall be kept free of all permanent structures, and any structure, shrubbery, trees, or other installation thereon, whether temporary or permanent, shall be subject to the paramount right of the entities for which such easements are intended to benefit, to install, repair, maintain or place any utilities, including but not limited to electrical, phone, water and sewage utilities, and the removal of any such obstructions by utilities or sewage treatment works shall in no way obligate them either in damages or to restore the easement or any obstruction thereon to its original form.

12.6 Surface Drainage and Surface Drainage Easements.

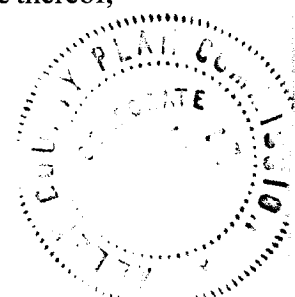
12.6.1 "Easements Reserved by Developer." Easements for the installation, maintenance, repair and removal of public and/or quasi-public utilities and sewer and drainage facilities, and floodway easements are reserved by Developer over, under and across the Subdivision, as shown on the recorded Plat thereof. Full ingress and egress shall be had by Developer at all times over the Subdivision for the installation, operations, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easements, or with the use, maintenance, operation or installation of such utility. The grade of the land in any such easement shall not be changed or altered by any Owner of any Lot, after the said grade has been established, without the approval of the Developer. All utility easements as dedicated on the Plat shall be left free from all permanent



structures and the removal of any obstructions, whether temporary or permanent, shall be subject to the paramount right of the utility and/or sewer installation. Developer shall have the right to assign and transfer the easements and rights herein reserved to or for the benefit of any public or quasi-public utility. The Allen County Surveyor or any other proper public authority having jurisdiction over storm drainage, shall have the right to determine if any obstruction or interference exists with respect to any drainage easement, and shall have the right, but not the obligation, to repair and maintain, or to require the Lot Owner to perform such repair and maintenance, as shall be necessary for the drainage easements and drainage facilities to perform their intended functions.

12.6.2 Surface drainage easements as shown in the Plat are intended for periodic or occasional use as conductors for the flow of surface water and shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the Developer, the Association, or a proper public authority having jurisdiction over storm drainage shall have the right to repair and maintain such easements, or to require such repair and maintenance to be properly performed by the Lot Owner at the Lot Owner's expense as shall be reasonably necessary to keep the conductors unobstructed and at the proper grade.

12.6.3 Each Lot is served by a sanitary sewer that is connected to and discharges into the sanitary sewer system of the City of Fort Wayne (the "City"). The City, by ordinance, regulation or resolution (collectively the "Enforcement Laws"), prohibits the discharge of storm water of any kind or nature whatsoever into the sanitary sewer system, and prohibits the connection of any sump pump into the sanitary sewer serving the Lot. Any sump pump, down spout, drain or any other conductor that discharges storm water must be connected to a drainage outfall pipe (hereinafter the "Outfall") so that it does not discharge storm water into the sanitary sewer. Each Lot Owner covenants and agrees to permit the City, the Developer, or any other entity that has the legal authority by law, contract or otherwise to enforce the Enforcement Laws, including any of their agents or representatives (collectively the "Enforcement Entities") to inspect all aspects of the installation of the Outfall, and to verify and confirm that the Outfall in no way discharges storm water into the sanitary sewer which serves the Real Estate. The Enforcement Entities are granted a license to enter upon and inspect the Lot and any improvements located thereon for the purpose of inspecting and verifying compliance with the foregoing. The Lot Owner agrees that there is no adequate remedy at law or in equity as relates to the proper installation and maintenance of the Outfall, and, therefore, the Enforcement Entities shall each have the right of specific performance against the Lot Owner, and its successors and assigns in interest, to require the proper installation and maintenance of the Outfall and inspections thereof. In the event a Lot Owner should fail to install an Outfall, or improperly installs an Outfall, then the Enforcement Entities shall each have the right, but not the obligation, to enter upon the Lot, install the Outfall, or perform the repair and maintenance, and to recover all of their costs, expenses and attorney fees. The Enforcement Entities shall each have the right to claim a lien upon the Lot, and to recover personally from the Lot Owner, for all of their costs, expenses and attorney fees incurred as a result of any default or breach of this covenant, but any such lien shall always be subject and subordinate to any duly recorded first mortgage on the Lot, and the lien shall not become effective against bona fide purchasers for value without notice thereof, unless and until duly recorded in the Allen County Recorder's Office.



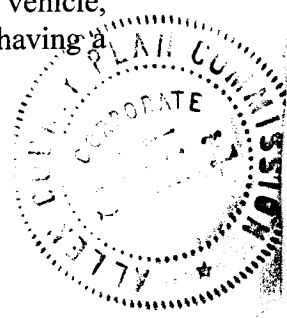
12.7 Tiled Storm Drainage Easements. The Developer has filed and there is pending a petition (the "Petition") before the Allen County Drainage Board ("ACDB") to make certain portions of the Underground Storm Drainage System contained in the Storm Sewer Drainage Easements, shown on the plat, Regulated drains in the widths and dimensions shown thereon. To the extent lawfully allowable, the ACDB may in its sole and absolute discretion without further notice or hearing, or in any other manner permitted by law, designate and declare any or all of those certain portions of the Underground Storm Sewer System, as described in the Petition Regulated Drains with a Right of Entry Right of Way no greater than the width shown on the plat and subject to the control and under the jurisdiction of the ACDB and the Allen County Surveyor. The terms and conditions of this restrictive covenant are expressly intended for and made to and for the benefit of the ACDB and the Surveyor and may be revoked, amended or modified only with the prior written consent and approval of either the ACDB or the Surveyor. The Petition may, at the discretion of the ACDB, remain pending until state law is amended or modified to permit the statutory right of entry and right-of-way pursuant to I.C. § 36-9-27-33 to be reduced to not less than fourteen (14) feet in width 7 feet from the centerline of the underground storm sewer as measured at right angles or the ACDB elects to dismiss that portion of the Petition which remains pending.

12.7.1 All platted lots in Harbour Villas at Chapman's Bridge are required to pay the established stormwater maintenance assessments as established by the Allen County Drainage Board. These assessments are collected and held in the Harbour Villas at Chapman's Bridge Regulated Drain maintenance fund and may be used by the Allen County Surveyor as the representative for the Allen County Drainage Board for purposes as defined in I.C. 36-9-27. These monies may also be used for maintenance and/or reconstruction on the storm drainage system described in the Petition to create a Regulated Drain as approved by the Allen County Drainage Board.

12.8 Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done there which may be or become an annoyance or nuisance to residents in the Subdivision.

12.9 Structures Other Than Single-Family Residence. Except as specifically permitted hereinafter, no structure, whether temporary, permanent, or otherwise, shall be erected, maintained, or used on any Lot other than one single-family residence. Prohibited structures include, by way of illustration and not limitation, detached garage, shack, storage shed and an above ground pool. Notwithstanding the foregoing, the Architectural Control Committee may, subject to compliance with Section 11, permit to be erected and maintained in its sole and absolute discretion residential playground equipment such as swing sets, in-ground swimming pools, cabanas, and fences. In exercising such discretion, the Architectural Control Committee may establish, maintain, and revise from time to time guidelines for consideration and evaluation of such structures, and shall endeavor to act reasonably consistent in the application of its guidelines then in effect in its consideration and evaluation of any such requested approvals.

12.10 Outside Storage. No boat, boat trailer, jet ski, snowmobile, recreational vehicle, motor home, truck, bus, camper, any motor vehicle not currently titled, registered, or having a



current license plate, any non-operable motor vehicle, or any other wheeled vehicle that is not used primarily for passenger vehicle purposes shall be permitted to be parked ungaraged on a Lot or on any public or private street in the Subdivision for periods in excess of 48 hours, or for a period which is the aggregate is in excess of 16 days per calendar year. The term "truck" as used in this Section 12.10 is defined to mean any motor vehicle designed, used, or maintained primarily for the transportation of property, which is rated one-ton or more. In determining the 48-hour or sixteen-calendar day requirements of this Section, there shall be included any temporary removal or moving of such prohibited parking or storage where the primary purpose of such removal or moving is to avoid or evade the requirements of this Section.

12.11 Free-Standing Poles. Except as provided in Section 12.1, no clotheslines or clothes poles, or any other free standing, semi-permanent or permanent poles, rigs, or devices, regardless of purpose, with the exception of a flag pole displaying the United States federal or state flag and with the exception of a permanent basketball pole, shall be constructed, erected, or located or used on a Lot, provided however, that the installation and location thereof must be approved by the Committee under Section 11.

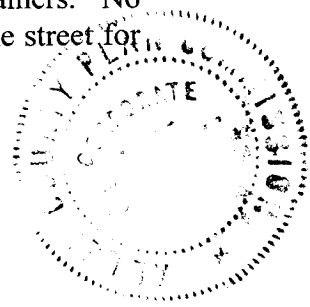
12.12 Signs. Except as provided in 12.1, no sign of any kind shall be displayed to the public view on a Lot except one professional sign of not more than five square feet, advertising a Lot for sale or rent, or signs used by a Builder to advertise a Lot during the construction and sales periods.

12.13 Antennas. No radio or television antenna with more than 24 square feet of grid area, or that attains a height in excess of 6 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. Satellite receiving disk or dish shall be permitted on a Lot, provided however, that the installation and location of a satellite dish must be approved by the Architectural Control Committee under Section 11.

12.14 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.

12.15 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on a 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. In case of a dispute or disagreement, the Architectural Control Committee is herewith granted the authority to conclusively determine whether an animal is or is not a permitted household pet.

12.16 Garbage/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 shall be kept or allowed on a Lot. Garbage cans shall not be placed at the street for collection and pick-up earlier than 4:00 p.m. on the day prior to the scheduled pickup.



12.17 Workmanship. All structures on a Lot shall be constructed in a substantial, good and 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.

12.17 Driveways. All driveways on Lots from the street to the garage shall be poured concrete and not less than 16 feet in width, provided however, in the event the driveway serves a side loading garage, then in that event, the driveway shall be poured concrete and not less than 14 feet in width at the street.

12.18 Individual Utilities. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on a Lot in the Subdivision.

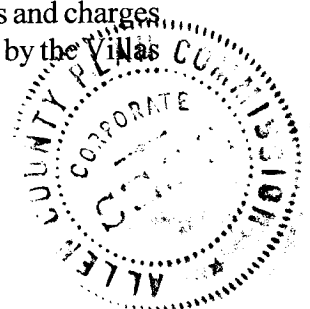
12.19 Street Utility Easements. In addition to the utility easements designated in this document, easements in the streets, as shown on the Plat, are reserved and granted to all public utility companies, the Owners of the real estate and their respective successors and assigns, to install, lay, erect, 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 maintenance and repair of said streets.

12.20 Storm Water Runoff. No rain and storm water runoff, sump pump, 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 any storm water and surface water runoff sewer system. No sanitary sewage shall at any time be discharged or permitted to flow into the Subdivision's storm and surface water runoff sewer system.

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

12.22 Certificate of Compliance. Before a Lot may be used or occupied, such user or occupier shall first obtain from the Zoning Authority the improvement location permit and certificate of occupancy or compliance then required by the Zoning Authority.

12.23 Enforcement. The Villas Association, the Association, the Developer, Zoning Authority, or an 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 or the Plat. Failure by the Villas



Association, or an the Developer, Zoning Authority, 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.

12.24 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.

12.25 Duration of Covenants. These Covenants shall run with the land and be effective for a period of 20 years from the date the Plat and these Covenants are recorded; after which time the Covenants shall automatically be renewed for successive periods of 10 years.

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

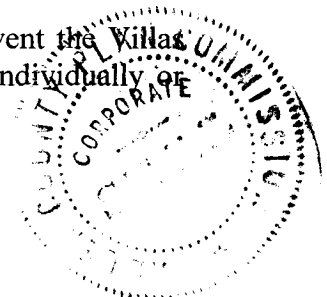
12.26.1 In order to amend any provisions of these Covenants, the amendment shall require the written consent of at least 75% of each class of members of the Villas Association in the Subdivision and the written consent of 75% of each class of members in any then platted Sections, if any, of the Subdivision. For purposes of this Section 12.26.1, the term "Owner" and "Lots" shall have the same meaning with respect to "Owners " and "Lots" in such future sections, as the term "Owner" and "Lots" is defined in Sections 1.16 and 1.17. Further, until single-family residences are constructed on all Lots in the Subdivision and certificates of occupancy are issued for those residences, the Developer, in addition to those persons whose signatures are required under this Section 12.26.1, also must approve and sign the amendment in order for the amendment to be valid and effective.

12.26.2 Notwithstanding the provisions of Section 12.26.1, the Developer and its successors and assigns shall have the exclusive right for a period of eight years from the date the Plat and these Covenants are recorded, to amend the Plats or any of the Covenant provisions, provided however such amendment shall not serve to reduce the minimum size, setback, building line, and other requirements contained in Sections 12.2 and Section 12.4, without the written consent of at least 75% of the Owners.

12.26.3 In order for any amendment of these Covenants to be effective, the approval of the Zoning Authority shall be required.

12.27 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 1.16 and further meets the requirements of Section 12.4.

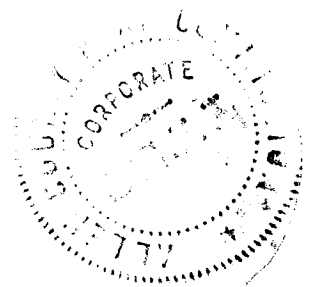
SECTION 13. ATTORNEY FEES AND RELATED EXPENSES. In the event the Villas Association, the Association, the Developer, Zoning Authority, or an Owner (individually or



collectively) is successful in any proceeding, whether at law or in equity, brought against an Owner to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, or charge now or subsequently imposed by the provisions of these Covenants, such successful party seeking enforcement thereof shall be entitled to recover from the party against whom the proceeding was brought, the reasonable attorney fees and related litigation costs and expenses incurred in such proceeding; provided, however, in no event shall the Villas Association, the Association, the Developer, Zoning Authority, or an Owner (individually or collectively) or their respective officers, directors, agents, or employees ever be held liable for any attorney fees or related litigation costs and expenses of any other party in any legal proceeding unless otherwise expressly permitted by law.

SECTION 14. MANDATORY SOLID WASTE DISPOSAL. Unless weekly refuse/garbage pickup services are provided by a governmental entity having jurisdiction thereof, the Association shall be obligated to contract for disposal of garbage and other solid waste and may pay for the cost of such disposal through assessments established under Section 4. An Owner who privately arranges for solid waste disposal to service the Owner's Lot shall not be excused from payment of any part of an assessment attributable to the cost of waste disposal for which the Association contracts under this Section 14.

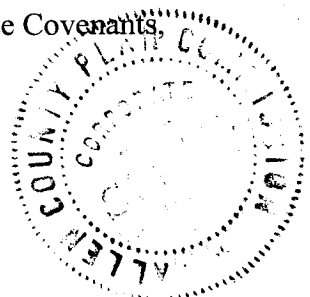
SECTION 15. SIDEWALKS. Plans and specifications for the Subdivision approved by and on file with the Zoning Authority require the installation of concrete sidewalks within the street rights-of-way in front of Lots 1 through 35, as the obligation of the Owners of those Lots (exclusive of The Developer). The sidewalk to be located on a Lot shall be completed in accordance with such plans and specifications prior to the issuance of a certificate of occupancy for such Lot. This Covenant is enforceable by the Zoning Authority, the Developer, the Villas Association, or an Owner, by specific performance or other appropriate legal or equitable remedy. Should a certificate of occupancy be issued to the Developer for a Lot on which a sidewalk must be constructed, the Developer shall be considered as an Owner subject to enforcement of this Covenant but only with respect to that Lot.



SECTION 16. FLOOD PROTECTION GRADES. In order to minimize potential damage to residences from surface water, minimum flood protection grades are hereby established as set forth below. All residences on such Lots 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 established in this Section 16. The flood protection grades shall be Mean Sea Level and shall be as follows:

Lots 1 and 2	Front 805.6 Rear 802.0 feet mean sea level
Lots 3 and 4	802 .0 feet mean sea level
Lots 5	802 .1 feet mean sea level
Lot 6	802 .3 feet mean sea level
Lot 7	802 .4 feet mean sea level
Lot 8	802 .6 feet mean sea level
Lot 9	802 .7 feet mean sea level
Lots 10 and 11	Front 803.9 Rear 802.8 feet mean sea level
Lot 12	803 .1 feet mean sea level
Lot 13	803 .2 feet mean sea level
Lot 14	803 .4 feet mean sea level
Lot 15	803 .5 feet mean sea level
Lot 16	803 .7 feet mean sea level
Lot 17	803 .8 feet mean sea level
Lots 21 through 35	804.1 feet mean sea level

SECTION 17. ZONING ORDINANCE REQUIREMENTS. Notwithstanding any other provision herein to the contrary, in the event any applicable zoning ordinance (as modified by any variance that may have been granted with respect to any Lot or the Subdivision) in effect at the time of the recordation of these Covenants contains more stringent requirements than these Covenants,



the more stringent zoning ordinance requirements (but as modified by any granted variance) in effect on the date of recordation of these Covenants shall apply; provided, however, nothing contained herein shall prohibit any Lot or the Subdivision from applying for or from being granted a variance with respect to any current or future enacted zoning ordinance, but no variance may be granted which would establish less stringent requirements than the terms and provisions of these Covenants.

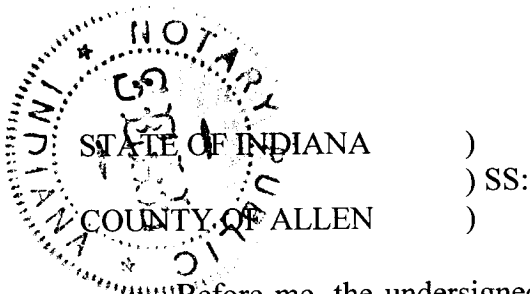
The owners of lots in the subdivision and their successors-in-title shall waive and release any and all rights, which they may have or hereafter have to remonstrate against or otherwise object to, interfere with, or oppose any pending or future farming or equine operations adjacent to this site.

IN WITNESS WHEREOF, SJ Development Corp. an Indiana corporation, by its duly authorized President, Joseph L. Zehr, Owner of the Real Estate, has signed this document on this 15th day of July, 2013.

SJ DEVELOPMENT CORP.

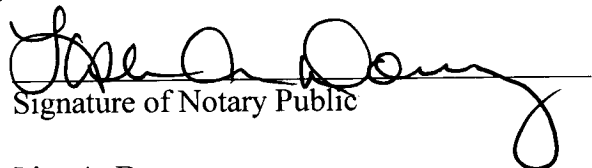
By:


Joseph L. Zehr, Its President



Before me, the undersigned Notary Public in and for said County and State, personally appeared JOSEPH L. ZEHR, President of SJ Development Corp., and acknowledged execution of the above and foregoing this 15th day of July, 2013.

My Commission Expires:
10/17/2019


Signature of Notary Public

Resident of:
Allen County

Lisa A. Downey
Printed Name of Notary Public

This instrument prepared by Vincent J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444.

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. Lisa Downey.

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