

### LEGAL DESCRIPTION

CONES OF NORTHBROOK, SECTION II:

Part of the Northeast Quarter of Section 3, Township 31 North, Range 12 East, Allen County, Indiana, also being part of Lot Number 7 and Lot Number 8 in Russew's Delicts, according to the plat thereto, recorded in Plat Book 7, page 50 in the Office of the Recorder of Allen County, Indiana, more particularly described as follows:

Commencing at a point on the East line of the Northeast Quarter of said Section 3, said point being the Southeast corner of Vilas of Northbrook, Section 11, as recorded in Plat Cabinet F, page 15 in the Office of the Recorder of Allen County, Indiana, said point also being the Northeast corner of Coves of Northbrook, Section 11, as recorded in Plat Cabinet G, page 170 in said Recorder's Office; thence South 88 degrees 32 minutes 00 seconds West (GPS Grid bearing) used as the basis of the bearing in this description) along the South line of said

CURVE DATA						
	CURVE	RADIUS	ARC	CHORD	CH. BEARING	DELTA ANG
①	250.00'	11.24°	11.24°	1037.1447'	02°34.3'	02°25.0'
	300.00'	12.67°	12.66°	589.1926'	02°25.0'	
②	450.00'	69.26°	73.20°	584.1856'	06°26.0'	06°26.0'
	500.00'	73.62°	68.55°	581.1835'	06°26.0'	
③	250.00'	34.62°	34.56°	504.2159'	12°31.4'	12°31.4'
	300.00'	35.80°	35.47°	501.2159'	12°31.4'	
④	250.00'	54.60°	54.55°	538.0643'	12°31.4'	12°31.4'
	300.00'	55.86°	55.45°	536.0643'	12°31.4'	

		LOT CURVE DATA			
		RAZOS	ARC	CHORD	BEARING
23	500.00'	11.24	51.87	587.64'±0.00	0.0000
24	500.00'	21.93	51.87	593.30'±0.00	0.9626
25	500.00'	31.79	21.79	587.64'±0.00	1.9252
26	500.00'	38.79	38.79	593.30'±0.00	2.8878
27	500.00'	47.54	47.54	587.64'±0.00	3.8504
28	500.00'	58.35	58.35	593.30'±0.00	4.8130
29	500.00'	15.24	3.56	582.62'±0.01	5.7756
30	500.00'	42.92	42.92	593.30'±0.00	6.7382
31	3000.00'	16.25	16.25	5922.67'±0.01	7.7008
32	3000.00'	19.29	9.25	5845.91'±0.01	8.6634
33	3000.00'	12.61	12.61	5935.31'±0.01	9.6260
34	3000.00'	13.37	13.37	5922.67'±0.01	10.5886
35	3000.00'	54.07	49.87	5737.31'±0.01	11.5512
36	500.00'	40.12	40.12	5935.31'±0.01	12.5138
37	500.00'	48.37	48.37	5822.67'±0.01	13.4764
38	500.00'	10.44	10.44	5878.62'±0.01	14.4390
39	500.00'	44.85	43.07	5870.58'±0.01	15.4016
40	500.00'	48.43	48.43	5935.31'±0.01	16.3642
41	500.00'	50.11	50.11	5822.67'±0.01	17.3268
42	500.00'	54.07	54.07	5922.67'±0.01	18.2894
43	2500.00'	41.67	54.05	5822.67'±0.01	19.2520
44	4500.00'	22.29	22.29	5817.70'±0.01	20.2146
45	4500.00'	43.94	43.94	5878.62'±0.01	21.1772
46	500.00'	12.87	12.87	5878.62'±0.01	22.1398

### SITE BENCHMARK DATA

SOURCE: INDIANA EAST STATE PLANE COORDINATES, NAD83, AS SUPPLIED BY INDIANA DEPARTMENT OF TRANSPORTATION'S INDORS NETWORK.

### LOCAL BENCHMARK

RIM OF EXISTING SANITARY MANHOLE LOCATED  
150'± NORTH AND 235'± WEST OF THE  
NORTHEAST CORNER OF THIS PROJECT.  
ELEV. 850.14

## USCAG BENCHMARK

STANDARD DISK STAMPED C199 LOCATED  
ALONG THE SOUTH SIDE OF DUPONT ROAD,  
950'± WEST OF ITS INTERSECTION WITH  
DAWSONS CREEK BOULEVARD (PID WD0704)  
ELEV. 840.80 NAVD 88

NOTES

- 1) All lot corners are established with 5/8-inch diameter steel rebar (per pin) with plastic identification tags (see FEMA Form 202).
- 2) There are 20' intersection radii on all corner and end-of-44-inch radii.
- 3) All buried utilities must show for drainage swales grades as based on storm drainage plans.
- 4) U. & S.D. EIRL denotes utility and surface drainage easements.
- 5) Books of evidence represent common areas and utility and surface drainage easements.
- 6) Street-elevation represents minimum flood protection grades.
- 7) The Plat was first refilled by a 14-12-82 H-85 boundary survey certified by Kenneth W. Hines, Indiana Notary Public, and day recorded under Certificate Number 21025156 in the Office of the Recorder of Allen County, Indiana.
- 8) According to the Flood Insurance Rate Map (FIRM) number 180322510-2, dated August, 1993, the entire described parcel is located in Flood Zone A and is not in a Special Flood Hazard Area. The accuracy of this Flood Zone statement is subject to my best personal certainty.
- 9) RCE denotes Required Drainage Easement.
- 10) RCE denotes Approved Encroachment, within a regulated drain easement.

WE, COLES OF NORTHBROOK, LLC, THE UNDERSIGNED OWNERS BY VIRTUE OF THAT CERTAIN DEED SHOWN IN DOCUMENT #201647500 IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAY OFF, PLAT AND SUBDIVIDE, SAID REAL ESTATE IN ACCORDANCE WITH THE INFORMATION SHOWN ON THE SECONDARY PLAT. THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS COLES OF NORTHBROOK, SECTION II IN ADDITION TO FIRST NAME INDIANA.

IN WITNESS WHEREOF, COVES OF NORTHBROOK, LLC, a corporation organized and existing under the laws of the State of Indiana, Owner of the real estate described in said Plat, has hereto set its hand by its duly authorized officer this 9 day of October, 2018.

COVES OF NORTHBROOK, LLC  
an Indiana Corporation

*[Handwritten signature]*

I, KENNETH W. HARRIS, 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 plot and accompanying legal description accurately depict a subdivision of land as described by Doc. #2016041300 in the Office of the Recorder of Allen County, Indiana; that all markers shown herein actually exist; that their locations, size, type and material are accurately shown; that there has been no change from the markers of survey revealed by the survey referenced herein; or any prior subdivision plats contained herein, on any lines that are common with the new subdivision.

THIS PLAT PREPARED BY KENNETH W. HARRIS, PS

KENNETH W. HARRIS, P.S. #29500027

10-08-18

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APPROVED by the City of Fort Wayne

Subdivision Control Committee on

10-6-18

Patrick D. Ryan, Chairman

Patrick Zaharanko Member

Paul Sauerteig

APPROVED by the City of Fort Wayne

Board of Public Works on 11-6-18

*Shen Gengsheng*  
Chairman

Kumar Menon, Member

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Matthew Wirtz, Member

*Nick C...*  
Mike T... Member

DEVELOPER / OWNER

**COVES OF NORTHBROOK, LLC**  
10729 COLDWATER ROAD  
SUITE 140  
FORT WAYNE, INDIANA 4684  
260.755.5999

3521 Lake Avenue, Suite 2  
Fort Wayne, Indiana 46805  
Office 260.424.7418  
Fax 260.424.1918  
[www.donovan-eng.com](http://www.donovan-eng.com)  
GREGORY L. ROBERTS, P.E. S-0548

EAST QUARTER CORNER  
SEC. 3-31-12  
POINT IN BECKETT'S RUN  
ING SPIRE FOUND 26.40'  
PER JCSD WITNESS

Plat Cab. H Page 21

**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,  
COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED  
TO AS PART OF THE DEDICATION AND PLAT OF  
COVES OF NORTHBROOK, SECTION II,  
A SUBDIVISION OF WASHINGTON TOWNSHIP, ALLEN COUNTY, INDIANA**

COVES OF NORTHBROOK, \_\_\_\_\_, LLC, an Indiana Limited Liability Company, by Roger L. Delagrange, its Sole Member, hereby declares that it is the Owner and Developer of real estate which includes Coves of Northbrook, Section II, Section II, described in Exhibit "A", and does hereby layoff, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. The Subdivision shall be known and designated as Coves of Northbrook, Section II, a Subdivision in Washington Township, Allen County, Indiana.

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

The Lots are numbered from 23 to 44, inclusive; and all dimensions are shown in feet and decimals of a foot on the plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes.

**PREFACE**

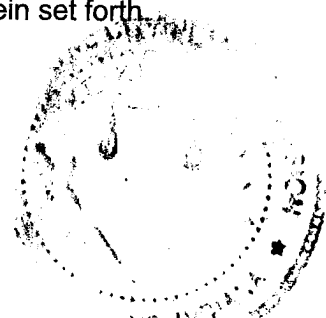
Coves of Northbrook, Section II is a tract of real estate which has been and will be ultimately subdivided into approximately twenty-two (22) residential Lots, all to be included in and known as Coves of Northbrook, Section II. Each owner of a Lot in Coves of Northbrook, Section II, shall become a member of the Association known as Coves of Northbrook Association, Inc., and shall be bound by the Articles of Incorporation and By-Laws of said corporation.

It shall be the obligation of the Coves of Northbrook Association, Inc., to make provision for the maintenance of the common areas designated on the face of the Plat. This Preface and its statement shall be deemed a covenant of equal force and effect as all others herein set forth.

COVENANTS, EASEMENTS, AND APPROVALS  
APPENDED TO THIS PLAT  
BY ORDER OF THE ALLEN COUNTY RECORDER

NOV - 7 2010

*2010*  
COVENANTS, EASEMENTS, AND APPROVALS  
APPENDED TO THIS PLAT  
BY ORDER OF THE ALLEN COUNTY RECORDER



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## **ARTICLE I**

### **Definitions**

The terms hereinafter set forth shall have the following meanings:

Section 1. "Architectural Control Committee" shall mean the body designated herein to review plans and to grant or withhold certain approvals in connection with improvements and developments. The Architectural Control Committee shall be composed of three (3) members initially appointed by the Developer. Any vacancies from time to time shall be filled pursuant to the terms of these Restrictions or the By-Laws of the Coves of Northbrook Association, Inc.

Section 2. "Association" shall mean and refer to Coves of Northbrook Association, Inc., its successors and assigns.

Section 3. "By-Laws" shall mean the By-Laws initially adopted by Coves of Northbrook Association, Inc., and all amendments and additions thereto.

Section 4. "Common Area" shall mean all real property owned by the Coves of Northbrook Association, Inc. and/or otherwise indicated on the plat to be for the common use and enjoyment of the Owners in the Subdivision, as shown on the respective plat of said Subdivision, and as may be added in accordance with Article II, Section 3 of these Restrictions.

Section 5. "Developer" shall mean Coves of Northbrook, LLC, an Indiana limited liability company, its assigns, successors or successors in interest, and any person, firm or corporation designated by it or its said successor or successor in interest.

Section 6. "Dwelling Unit(s)" shall mean and refer to the structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.

Section 7. "Lot" shall mean any of said Lots in Coves of Northbrook, Section II, as platted or any tract of land as conveyed originally or by subsequent Owners, which may consist of one or more Lots or parts of one or more Lots, upon which a dwelling may be erected in accordance with the restrictions hereinafter set forth. PROVIDED, HOWEVER, no tract of land consisting of part of any one Lot or parts of more than one Lot shall be considered a "Lot" unless said tract of land has a minimum of forty (40), feet width at the established building line as shown on the plat.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the plat, including contract purchasers, excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Restrictions" shall mean and refer to the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to as part of the Dedication and Plat of Coves of Northbrook, Section II.

Section 10. "Subdivision" shall mean Coves of Northbrook, Section II, a Subdivision located in Washington Township, Allen County, Indiana.

## **ARTICLE II**

### **Property Rights**

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

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against said Owner's Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction by said Owner, or the Owner's family, tenants, contract purchasers or invitees of its published rules and regulations after hearing by the Board of Directors of the Association;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members of the Association agreeing to such dedication or transfer has been recorded.

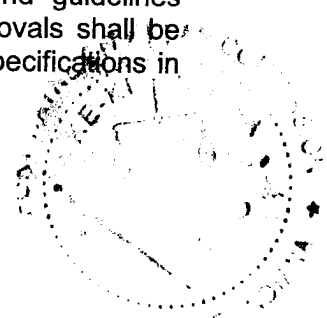
**Section 2. Delegation of Use.** Any Owner may delegate, in accordance with the By-Laws, said Owner's right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

**Section 3. Additions to Common Area.** The Developer reserves the right so long as Class B members of the Association exist, to convey and transfer to the Association such additional real and/or personal property as the Developer within its sole discretion deems appropriate, and the Association shall accept such transfer and shall hold such property as a part of the Common Area of the Subdivision.

## **ARTICLE III**

### **Architectural Control**

No building, improvement, construction, excavation, landscaping, fence, wall, swimming pool or spa, exterior lighting, swing set, play equipment, statues, lawn ornaments or other non-living landscaping ornamentation device, or other structure shall be commenced, erected, altered or maintained upon any Lot, nor shall any exterior addition to or change or alteration of any Dwelling Unit be made until two (2) sets of plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to (1) harmony of external design and location in relation to surrounding structures and topography, and (2) the standards and guidelines established by the Architectural Control Committee from time to time. All approvals shall be requested by submission to the Architectural Control Committee of plans and specifications in duplicate, showing the following:



- (a) the Dwelling Unit, and other improvements, access drives, and other improved areas, and the locations thereof on the site;
- (b) all mail boxes and exterior ornamentation;
- (c) plans for all floors and elevations, including projections and wing walls;
- (d) exterior lighting plans;
- (e) walls, fencing, and screening;
- (f) patios, decks, pools, and porches; and
- (g) landscaping, including type of turf grass, types of trees, shrubs and plantings and their locations and landscape lawn ornaments.

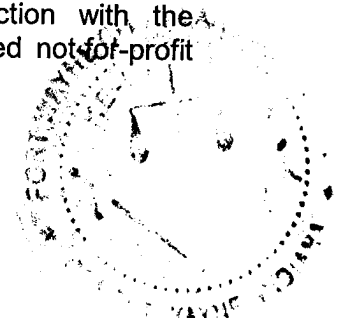
Neither the Developer, the Architectural Control Committee, the Association, nor any member, officer or director thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Architectural Control Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Developer, the Architectural Control Committee, the Association nor any member, officer or director of the Association to recover any damages or to require the Architectural Control Committee or the Developer to take or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete sets of plans to the Developer's office for review by the Architectural Control Committee, nor the approval thereof by the Architectural Control Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent Lot Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

The original Architectural Control Committee shall consist of three (3) members: Roger L. Delagrang, Holly Delagrang Lemler and John Lemler. The Developer shall appoint the members of the Architectural Control Committee until such time as there is no longer a Class B Member (as defined below), unless the Developer cedes such authority to the Association in writing before such time. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. In the event said Board, or the Architectural Control Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed satisfied.

#### **ARTICLE IV**

##### **Coves of Northbrook Association, Inc.**

**Section 1. Organization.** There has been organized in connection with the development of Coves of Northbrook, and its various sections, an incorporated not-for-profit association known as Coves of Northbrook Association, Inc. (the "Association").



Section 2. Membership and Voting Rights. Every owner of a Lot in Coves of Northbrook, Section II, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3. Classes of Membership. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, together with all other lot owners in other sections of the Subdivision, exclusive of the Developer. Owners shall be entitled to one (1) vote for each Lot owned.

Class B. The Class B member(s) shall be the Developer and shall be entitled to forty-five (45) votes for each Lot owned in the Subdivision. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when title to all lots in all sections has been conveyed; or
- (b) on December 31, 2030.

Section 4. Assessments Payable to Coves of Northbrook Association, Inc. Each Owner of any Lot, excepting the Developer, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association:

- (a) annual maintenance assessment and annual common area assessments ("annual maintenance assessments"); and
- (b) special assessments.

Such assessments shall be in addition to special assessments and other assessments payable to the Association. The annual maintenance and special assessments for the Association, together with interest, costs, and reasonable attorney's fees shall be a charge upon and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 5. Purpose of Annual Maintenance Assessments. The annual maintenance assessment shall be used to fund the Association's obligations set forth herein, including the maintenance of common areas.

Section 6. Initial Annual Maintenance Assessment and Initial Annual Common Area Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to the Owner, the initial annual maintenance assessment shall be One Thousand Five Hundred Dollars (\$1,500.00) per Lot per year and the initial annual common area assessment shall be One Hundred Ninety-five Dollars (\$195.00) per Lot per year

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments may not be increased each year more than eight percent (8%) above the maximum

annual assessments for the prior year, without the vote or written assent of fifty-one percent (51%) of each class of members of the Association.

(b) The Board of Directors of the Association may fix the annual assessments at an amount not in excess of the maximum without the vote or written assent of fifty-one percent (51%) of each class of members of the Association.

Section 7. Calculation of Annual Maintenance Assessments. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the amount of the annual maintenance assessments shall be determined as follows:

(a) The Board of Directors of the Association shall establish a budget for each calendar year and shall determine the annual maintenance assessments and method of payment required to meet such budget. Such budget and assessments for each such calendar year shall be established by the Board of Directors of the Association. The Board of Directors shall mail to all Association members a copy of said budget and notice of the ensuing year's assessments.

(b) The amount of the annual maintenance assessments set forth by the Board of Directors of the Association for any such calendar year may be changed pursuant to the By-Laws of the "Association".

Section 8. Special Assessment for Capital Improvements and Extraordinary Items. In addition to the annual maintenance assessments authorized above, the Board of Directors of 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 necessary maintenance of an extraordinary nature, or the cost of new construction or replacement of items of a capital nature, or to cover a budget shortage provided that any such assessment shall have the vote or written assent of sixty-seven percent (67%) of both classes of members. Any action authorized by this Article IV, Section 8, shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such a meeting, but such vote is less than the prerequisite sixty-seven percent (67%) of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting.

Section 9. Uniform Rate of Assessment. Annual maintenance assessments and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or yearly basis. Notwithstanding anything herein to the contrary, the annual common area assessment shall be due and payable in its entirety as of January 1 of each calendar year.

Section 10. Date of Commencement of Annual Maintenance Assessments: Due Dates. The annual maintenance assessments provided for herein shall commence as to each Lot on the first of the following dates:

(a) the date of issuance of a certificate of occupancy for a completed dwelling on said Lot; or

(b) the date of payment of the final construction draw with respect to a dwelling constructed on said Lot, disregarding any monies retained in escrow from such final draw; or

(c) notwithstanding anything herein to the contrary, the annual common area assessment shall commence as to each Lot on the date of the transfer of title to the Lot from the Developer to an Owner.

The first annual maintenance assessment shall be adjusted according to the number of days remaining in the year. The due dates of the annual maintenance assessment shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid as of a particular date.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Corporation. Any annual maintenance assessment or special assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner previously obligated to pay the same, or foreclose the lien against the Lot. In any successful action, the Association shall be entitled to recover all of its costs and expenses, including reasonable attorney's fees. 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 Owner's Lot.

Section 12. Subordination of the Lien to Mortgages. The lien of the annual maintenance assessments or special assessment provided for herein shall be subordinate to the lien of any first mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 13. Building Exteriors, Landscaping and General Maintenance. The Association will maintain the exterior portion of each Dwelling Unit (excepting the roof) in good condition and repair, including painting, staining, repair and replacement of wood siding as necessary, removal of snow from driveways and sidewalks, and maintain the lawn and landscaping on each Lot. The Association will maintain the lawn sprinkling system (if any) situated on the Lots. The frequency and manner of performance of such maintenance shall be determined solely by the Board of Directors of the Association. The Association shall not be responsible for the repair or maintenance of decks and screened-in porches, any concrete on a Lot, or yard lights and other exterior lights, including replacement of bulbs, nor for window washing and glass replacement. The Board of Directors of the Association may, at its option by appropriate resolution, transfer to each Lot Owner the maintenance responsibility for that portion of the lawn and/or landscaping on each Lot which was not initially installed or planted by the Developer or its successor in interest. In such event, the Association shall keep and make available to each Lot Owner a drawing or other suitable record of such original landscaping which the Association is to maintain. Each Lot Owner shall be permitted to perform or cause to be performed at the Owner's sole expense, maintenance or repairs on the exterior of any dwelling on his/her Lot which would otherwise fall within the maintenance responsibility of the Association hereunder, subject to prior written approval from the Architectural Control Committee. The Association shall provide for trash collection service by one (1) and only one (1) trash collection service at any one time. The Association will provide for snow removal.

Section 14. Other Maintenance. Except to the extent of the Association's responsibility for maintenance and repair as above provided, each Owner shall, at his/her sole cost and expense, maintain and repair his/her/their Lot and the improvements situated thereon, keeping the same in good condition and repair, including those items specifically excluded from the Association's responsibilities and any other maintenance and repair responsibilities not expressly included among such responsibilities, as set forth above. In the event any Owner shall fail to maintain and repair his/her Lot and the improvements thereon as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law and without waiving 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 other improvements erected thereon; and each Owner (by acceptance of a Deed for his/her Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand. Such costs incurred and demanded by the Association, together with interest, costs and reasonable attorney's fees, 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 Article IV, Section 7 hereof, and the failure of any such Owner to pay the same shall carry with it the same consequences as a failure to pay such an assessment when due.

Section 15. Maintenance Easements. The Association and the Owner of any Lot whose dwelling is constructed up to or within nine (9) feet of an interior Lot line shall have an access easement over a portion of the adjacent Lot which shall be five (5) feet in width measured from said Lot line, for the entire length of said Lot line separating the two Lots, for purposes of maintaining, replacing, and repairing the exterior of the dwellings so located. This access easement shall extend to the agents, employees, and independent contractors of either the Association, the Owner, or both. Any damage to an adjacent Lot or landscaping on an adjacent Lot shall be repaired at the expense of the Association, the Owner, or their respective agents, employees or independent contractors utilizing this easement.

Each Owner shall also have a permanent easement permitting roof structure which overhang and encroach upon the adjoining servient Lot, provided that construction of such roof structure is permitted and approved as elsewhere herein provided.

Section 16. Common Area Maintenance. The Association will maintain the Common Area.

## **ARTICLE V**

### **General Provisions**

Section 1. Residential Purposes. No Lot shall be used except for residential purposes. No Dwelling Unit shall exceed two (2) stories in height. Any two (2)-story Dwelling Unit shall have only dormer windows on its front-face. Each Dwelling Unit shall include an attached two or three-car garage and basements may be constructed as a part of the Dwelling Unit.

Section 2. Home Occupations. No Lot shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family residing in said Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that indicates

from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a Dwelling Unit; (b) no commodity is sold upon the Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit; and (d) no mechanical or electrical equipment is used; and further provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, licensed child care center or other licensed or regulated babysitting service, animal hospital, or any form of animal care or treatment such as dog trimming be construed as a home occupation.

Section 3. Building Sizes and Height; Other Design Features. No Dwelling Unit shall be built on any Lot having the living area of the main floor of the main structure, exclusive of one-story open porches, breezeways or garages of less than 1,250 square feet. No Dwelling Unit shall exceed two (2) stories in height. Any two (2)-story Dwelling Unit shall have only dormer windows on its front-face. Basements may be constructed as a part of the Dwelling Unit.

Section 4. Garages. All Dwelling Units must have a two or three-car attached garage.

Section 5. Building Setback. No Dwelling Unit or any improvements or structures shall be located on any Lot nearer to the front Lot line or nearer to the side street line or the rear property line than the minimum building setback lines shown on the recorded plat. In any event, no Dwelling Unit shall be located nearer than a distance of five (5) feet to a side Lot line and no nearer than a distance of fifteen (15) feet to a rear property line if there is no rear setback line shown on the recorded plat.

Section 6. Minimum Lot Size. No Dwelling Unit shall be erected or placed on any Lot having a width of less than forty (40) feet at the minimum building setback line, nor shall any Dwelling Unit be erected or placed on any Lot having an area of less than 7,000 square feet.

Section 7. Utility, Drainage and Landscape Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No Owner of any Lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. All easements for public and municipal utilities and sewers as dedicated on the face of the plat 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 replace their utility or sewage facilities. The removal of any such obstructions by utilities or sewage treatment works shall in no way obligate them in damages or to restore the obstruction to its original form. Electrical service entrance facilities installed for any house or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes. A Landscape Easement for screening and buffering for the benefit of the real estate immediately to the South of said easement is reserved as shown on the recorded Plat. Developer shall not cut down, destroy, or otherwise remove the existing trees or shrubs located within said easement.

unless required to do so by governmental authorities. In the event so required, Developer shall restore the landscaping, as reasonably as possible, to the original condition of such landscaping.

Section 8. Surface Drainage. Surface Drainage Easements and Common Areas used for drainage purposes as shown on the plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easement shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain, or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

Section 9. Maintenance of Lots and Dwelling Units. No Lot and no Dwelling Unit shall be permitted to become overgrown, unsightly or to fall into disrepair. All Dwelling Units shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Architectural Control Committee or as stated herein. Each Owner, for himself/herself and his/her successors and assigns, hereby grants to the Association, jointly and severally, the right to make any necessary alterations, repairs or maintenance approved by the Architectural Control Committee to carry out the intent of this provision and they further agree to reimburse the Association for any expenses actually incurred in carrying out the foregoing. The Association may assess and collect such reimbursement in the same manner as it assesses and collects yearly assessments pursuant to Article IV, above, and such amounts shall become a lien upon the Lot and be subject to the same collection rights and remedies granted to the Association in Article IV.

Section 10. Landscaping. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Landscaping shall be installed no later than one hundred eighty (180) days following occupancy of or completion of the Dwelling Unit, whichever occurs first.

Section 11. Nuisances. No noxious or offensive activity may be carried upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of a Lot other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of a Lot by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on a Lot which are audible, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

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

Section 13. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet, advertising such Lot for sale, or signs used by a builder to advertise such Lot during the construction and sales period.

Section 14. Radio and Television Antennas. No radio or television antenna shall be attached to any Dwelling Unit. No free standing radio or television antenna shall be permitted on any Lot. No television receiving disk or dish that exceeds two (2) feet in diameter shall be permitted on any Lot or on any Dwelling Unit, and any such disk or dish shall be attached to the Dwelling Unit at a point no higher than the highest point of the roof. No solar panels attached or detached shall be permitted.

Section 15. Drilling, Refining, Quarrying and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 16. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and so long as they do not constitute a nuisance as determined in the sole discretion of the Board of Directors of the Association.

Section 17. Dumping and Trash. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators or outside incinerators shall be kept or allowed on any Lot. No burning of trash and/or scraps will be allowed.

Section 18. Building Materials. All Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any Dwelling Unit or other permitted structure on any Lots of said Subdivision and no roll roofing of any description or character shall be used on the roof of any Dwelling Unit or other permitted structure on any of said Lots.

Section 19. Driveways. All driveways from the street to the garage shall be poured concrete or masonry and not less than sixteen (16) feet in width.

Section 20. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lots in this Subdivision.

Section 21. Vehicle Storage. Except for passenger automobiles, no boat, boat trailer, recreational vehicle, motor home, truck, camper or any other wheeled vehicle shall be permitted to be parked un-garaged on a Lot or on the street in front of a Lot for periods in excess of 96 hours, or for a period of which in the aggregate is in excess of 8 days per calendar year. The term "truck" as used in this section means every motor vehicle designed, used, or maintained primarily for the transportation of property, goods or construction items which is rated 1 ton or more.

Section 22. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby reserved and granted to the Developer, the Association and any public or quasi-public utility company engaged in supplying one or more of the utility services contemplated in Sections 7 and 8 or this Section 22 of Article V, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all

reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 23. Sanitary Sewer Restrictions. No rain and storm water runoff or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above-mentioned Storm Water and Surface Water Runoff Sewer System.

Section 24. Improvements. Before any Dwelling Unit on any Lot in this Subdivision shall be used and occupied as a dwelling or otherwise, the Developer or any subsequent Owner of such Lot shall install improvements serving such Lot as provided in the plans and specifications for such improvements filed with the appropriate governmental authorities, together with any amendments or additions thereto which said governmental authorities may authorize or require. This covenant shall run with the land and be enforceable by any governmental authority having jurisdiction over the Subdivision, by the Association, or by any aggrieved Lot Owner in this Subdivision.

Section 25. Permits and Certificates. Before any Dwelling Unit located on any Lot may be used or occupied, such user or occupier shall first obtain from the Allen County Zoning Administrator an Improvement Location Permit and a Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Section 26. Pools and Hot Tubs. No above ground pool, spa or hot tub, regardless of size, shall be placed or maintained on any Lot. No in ground swimming pool or hot tub or spa may be placed or maintained on any Lot without the prior written approval of the Architectural Control Committee in accordance with Article III.

Section 27. Swing Sets and Play Equipment. No swing sets or play equipment will be permitted on any Lot without prior written approval from the Architectural Control Committee in accordance with Article III.

Section 28. Fencing. All proposed fencing must be submitted to and approved by the Architectural Control Committee in writing in accordance with Article III herein and such proposed fencing must be in compliance with all Allen County zoning ordinances.

Section 29. Storage Areas. Garbage and refuse shall be placed in containers, which shall be concealed and contained within the Dwelling Unit. Firewood must be placed adjacent to the Dwelling Unit behind a visual barrier screening this area so that it is not visible from neighboring streets. The visual barrier screening and the area to be used must be approved by the Architectural Control Committee.

Section 30. Mailboxes. The type, location, and installation of mailboxes must be approved by the Developer.

Section 31. Time for Building Completion and Restoration. Every Dwelling Unit on any Lot shall be completed within twelve (12) months after the beginning of such construction. No improvement which has been partially or totally destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

Section 32. Single Owner Contiguous Lots. Whenever two (2) or more contiguous Lots shall be owned by the same person, and such Owner shall desire to use two (2) or more of said Lots as a site for a single Dwelling Unit, said Owner shall apply in writing to the Architectural Control Committee or Board of Directors of the Association for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single Dwelling Unit shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with one single Dwelling Unit. Notwithstanding the foregoing, each of the Lots constituting the site for such single Dwelling Unit shall remain as individual Lots for purposes of all assessments permitted by the terms of these Restrictions. As such, the Owner will be assessed for each Lot used as a site for a single Dwelling Unit.

Section 33. Enforceability. The Association, any Owner, and the Developer shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association or the Developer to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, and shall not operate to deprive an Owner from enforcing said covenant or restriction.

Section 34. Right of Entry. The Developer, the Architectural Control Committee, and the Association, acting through their respective representatives, shall have the right, during reasonable hours, to enter upon and inspect the Lot and Dwelling Unit, whether prior to, during, or after the completion of, any construction, for purpose of determining whether or not the provisions of these restrictions are being complied with and exercising all rights and powers conferred upon the Developer, the Architectural Control Committee, and the Association with respect to the enforcement or correction or remedy of any failure of the Owner to observe these restrictions, and the Developer, the Architectural Control Committee, and the Association and such representatives shall not be deemed to have committed a trespass as a result thereof. Notwithstanding the foregoing, an occupied Dwelling Unit may not be entered hereunder unless written notice of such proposed entry shall have been given to the Owner at least five (5) days prior to such entry.

Section 35. Partial Invalidation. Invalidation of any one of these Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 36. Covenants, Restrictions and Extensions. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date these Restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these Restrictions may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and provided further, the Developer, its successors or assigns shall, with the approval of the Allen County Plan Commission, have the exclusive right for a period of five (5) years from the date of recording of these Restrictions to amend any of the Covenants and Restrictions.

Section 37. Subdivision of Lots. No Lot or combination of Lots may be further subdivided unless seventy-five percent (75%) of the Lot Owners have approved by signing an instrument of approval and until said approval has been obtained from the Allen County Plan Commission. Notwithstanding the foregoing, a Class 2 Member may subdivide or combine a Lot without consent of any other Lot Owners.

Section 38. Exterior Building Surfaces. All exterior building surfaces, materials and colors shall be harmonious and compatible with colors of the natural surrounding and other Dwelling Units. The Architectural Control Committee shall have the right to approve or disapprove materials and colors so controlled.

Section 39. Dwelling Unit Exterior. All windows, porches, balconies and exteriors of all Dwelling Units shall at all times be maintained in a neat and orderly manner. No clotheslines or other outside drying or airing facilities shall be permitted.

Section 40. Yard Lights. A dusk to dawn light (or gas light) of type and location approved by the Architectural Control Committee shall be installed by the builder or Lot Owner on each Lot in front of the front building line and shall at all times be maintained and operational. Any such light shall be hard wired to the Dwelling Unit panel and shall be controlled with a photo cell and switch.

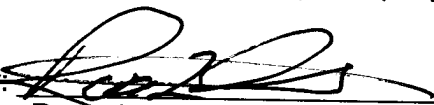
Section 41. Fires. No outdoor fires for the purpose of burning leaves, grass or other forms of trash shall be permitted to burn upon any street roadway or Lot in this Subdivision. No outside incinerators shall be kept or allowed on any Lot.

Section 42. Cost and Attorney's Fees. In the event the Association or the Developer is successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, assessment or charge now or subsequently imposed by the provisions of these Covenants, they 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.

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

IN WITNESS WHEREOF, Coves of Northbrook, LLC, a limited liability company organized and existing under the laws of the State of Indiana, Owner of the real estate described in said Plat, has hereunto set its hand and seal, by its duly authorized officer, this 12 day of October, 2018.

**COVES OF NORTHBROOK, LLC**  
an Indiana Limited Liability Company,

By:   
Roger L. Delagrange, Its Sole Member



STATE OF INDIANA

§§:

COUNTY OF ALLEN

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared Roger L. Delagrang, known by me to be Sole Member of Coves of Northbrook, LLC, an Indiana limited liability company, and acknowledged the voluntary execution of the above and foregoing instrument on behalf of said Company for the purposes and uses therein set forth.

IN WITNESS WHEREOF, I have set my seal and notary stamp, this 12th day of October, 2018.

My Commission Expires:

July 2, 2020

Amanda Woenker  
Notary Public  
Printed: Amanda Woenker  
County of Residence: Allen



AMANDA MARIE WOENKER, Notary Public  
Allen County, State of Indiana  
Commission Number 0636537  
My Commission Expires July 2, 2020

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 LEMER  
(name printed, stamped or signed w/print)

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