

LEGAL DESCRIPTION OF HAVERHILL, SECTION III
A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER
SECTION 23, TOWNSHIP 30 NORTH, RANGE 11 EAST, ALLEN COUNTY, INDIANA

A part of the West half of the Northwest quarter of Section 23, Township 30 North, Range 11 East, Allen County, Indiana; more particularly described as follows:

Commencing at the Northwest corner of the Northwest quarter of Section 23, Township 30 North, Range 11 East, Allen County, Indiana; thence North 89 degrees 59 minutes 25 seconds East along the North line of the West half of the Northwest quarter of said Section 23 a distance of 997.0 feet to the point of beginning said point being the Northeast corner of a parcel of land conveyed to the Indiana and Kentucky Conference of the United Church of Christ by warranty deed dated May 1, 1974, and recorded as document #74-09324 office of recorder; thence South 0 degrees 00 minutes 35 seconds East along the East line of the aforesaid church property a distance of 476.00 feet; thence South 89 degrees 55 minutes 50 seconds West along the South line of the church property a distance of 238.33 feet; thence North 38 degrees 53 minutes 30 seconds West along the Southwest line of the church property a distance of 342.04 feet to a point situated 210.0 feet South of the North line of the West half, Northwest quarter Section 23 aforementioned; thence South 89 degrees 59 minutes 25 seconds West on a line parallel with and 210 feet South of the North line of the West half, Northwest quarter Section 23 a distance of 196.00 feet; thence South 2 degrees 24 minutes 42 seconds West a distance of 310.00 feet; thence South 10 degrees 14 minutes 11 seconds East a distance of 161.22 feet; thence South 44 degrees 35 minutes 45 seconds East a distance of 25.00 feet; thence South 31 degrees 43 minutes 57 seconds West a distance of 125.68 feet; thence Northwesterly a distance of 95.20 feet along a curve having a radius of 300 feet deflecting to the left and not tangent to the last described course and subtended by a chord having a length of 94.79 feet and a bearing of North 60 degrees 30 minutes 13 seconds West; thence North 69 degrees 35 minutes 40 seconds West on a line tangent with the last described curve course a distance of 36.93 feet; thence Northwesterly a distance of 108.00 feet along a curve having a radius of 300 feet deflecting to the left and tangent to the last described course and subtended by a chord having a length of 107.42 feet and a bearing of North 79 degrees 54 minutes 27 seconds West to a point said point being situated a distance of 85.28 feet East of the West line of the West half, Northwest quarter Section 23 aforementioned as measured along the North right-of-way line of Crystal Spring Drive, a street in Haverhill, Section I a subdivision in the Northeast quarter of Section 22 and the Northwest quarter of Section 23, Township 30 North, Range 11 East; thence along the Easterly Northerly and Southerly boundary of Haverhill, Section I by the following described courses:

South 0 degrees 13 minutes 15 seconds East a distance of 50.00 feet; thence Southeasterly a distance of 90.00 feet along a curve deflecting to the right and not tangent to the last described course having a radius of 250.0 feet and subtended by a chord having a length of 89.51 feet and a bearing of South 79 degrees 54 minutes 27 seconds East; thence South 20 degrees 24 minutes 16 seconds West a distance of 85.00 feet and not tangent to the last described curve course; thence South 30 degrees 20 minutes 35 seconds East a distance of 56.62 feet; thence South 44 degrees 35 minutes 45 seconds East a distance of 212.00 feet; thence South 38 degrees 57 minutes 15 seconds West a distance of 236.00; thence South 0 degrees 32 minutes 45 seconds East a distance of 20.00 feet; thence South 89 degrees 27 minutes 15 seconds West a distance of 168.02 feet to a point on the West line of the West half, Northwest quarter, Section 23; thence South 0 degrees 32 minutes 45 seconds East along said West line a distance of 285.00 feet;

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Jan R. Hebecker
AUDITOR OF ALLEN COUNTY

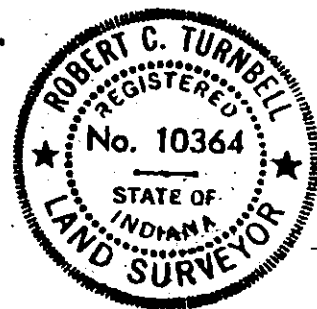
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thence departing from the Haverhill, Section I boundary South 59 degrees 02 minutes 30 seconds East a distance of 181.80 feet; thence North 66 degrees 46 minutes 30 seconds East a distance of 247.98 feet; thence North 83 degrees 14 minutes 27 seconds East a distance of 404.51 feet; thence North 49 degrees 16 minutes 44 seconds East a distance of 110.85 feet; thence South 40 degrees 43 minutes 16 seconds East a distance of 165.0 feet; thence South 49 degrees 16 minutes 44 seconds West a distance of 20.00 feet; thence South 24 degrees 13 minutes 31 seconds East a distance of 82.00 feet; thence North 63 degrees 25 minutes 28 seconds East a distance of 133.08 feet; thence Southeasterly a distance of 11.47 feet along a curve deflecting to the right and not tangent to the last described course having a radius of 250 feet and subtended by a chord having a length of 11.47 feet and a bearing of South 23 degrees 47 minutes 42 seconds East; thence South 22 degrees 28 minutes 14 seconds East on a line tangent with the last described curve course a distance of 17.61 feet; thence North 67 degrees 31 minutes 46 seconds East a distance of 217.00 feet to a point on the East line of the West half, Northwest quarter Section 23 aforementioned; thence North 0 degrees 23 minutes 15 seconds West along said East line a distance of 1533.16 feet to the Northeast corner of the West half, Northwest quarter of Section 23; thence South 89 degrees 59 minutes 25 seconds West along the North line of the West half Northwest quarter Section 23 a distance of 334.00 feet to the point of beginning containing 33.98 acres more or less and subject to right-of-way easement over the Northerly most 40 feet thereof for Abcote Center Road and subject to all easements of record.

I, Robert C. Turnbull, hereby certify that I am a Land Surveyor licensed in compliance with laws of the State of Indiana, and that this plat correctly represents a survey completed by me August 14, 1974; that all markers shown thereon actually exist and that their location, size, type, and material are accurately shown. Said lots are numbered 184 through 271 inclusive.

Robert C. Turnbull SEAL
Robert C. Turnbull
Registered Land Surveyor



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

The Aboite Corporation, an Indiana corporation, by Paul W. Seitz, its President, and Joseph L. Zehr, its Secretary, hereby declares that it is the Owner of the real estate shown and described in this plat and does hereby lay off, plat and subdivide said real estate in accordance with the information shown on said plat, being the certified plat appended hereto and incorporated herein. The subdivision shall be known and designated as HAVERHILL, SECTION III, a Subdivision in Aboite Township, Allen County, Indiana.

The lots are numbered from 184 thru 271 inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. All street rights-of-way and walkway easements specifically shown or described are hereby expressly dedicated to public use for the usual and intended purposes. Utility easements are likewise reserved for their usual and intended purposes.

PREFACE

Haverhill, Section III, is a portion of a tract of real estate which will ultimately be subdivided into approximately 375 residential lots, all to be included and known as HAVERHILL by various numerical sections. Simultaneously with the recordation of the Plat of Haverhill, Section I and the Protective Restrictions and Covenants, there has been recorded Articles of Incorporation of HAVERHILL COMMUNITY ASSOCIATION, INC., it being platator's intention that each owner of a lot in any section of HAVERHILL shall become a member of said Community Association and shall be bound by its Articles of Incorporation and By-Laws.

The various sections of HAVERHILL are in turn a portion of a larger tract of real estate in Aboite Township, Allen County, Indiana, which has been given the name COVENTRY. Various tracts comprising COVENTRY shall, in addition to HAVERHILL, be platted from time to time into Subdivisions similar in size to HAVERHILL and at the time of recordation of the original plats thereof, Articles of Incorporation for separate Community Associations for said Subdivisions shall likewise be recorded and the owners of lots contained therein bound by the By-Laws and provisions thereof. When all of COVENTRY shall have been subdivided for various uses, each particular Subdivision shall be governed by the rules and regulations of its own Community Association under the ultimate aegis of COVENTRY COMMUNITY ASSOCIATION, of which each Subdivision's Community Association shall be deemed a division and in which each said Subdivision's Community Association shall be represented. COVENTRY COMMUNITY ASSOCIATION shall have final authority to act with respect to specified matters associated with the efficient supervision of maintenance activities in all of COVENTRY, together with that authority conferred upon it by its By-Laws and the act of its Board of Directors.

In addition to maintaining the Common Areas within the confines of each specifically named Subdivision, such as HAVERHILL and all of its various sections, it shall be the obligation of the owners of lots within each such named Subdivision to make provision for the maintenance of common impoundment basins specifically located in COVENTRY. All Subdivisions, such as HAVERHILL in its various sections, whose surface drainage waters lie within the same watershed resulting in ultimate surface drainage into the same common impoundment basin, are and shall be required to pay that portion of the cost of maintaining said common impoundment basin as is represented by that Subdivision's percentage of all of the runoff of surface waters from all Subdivisions located within COVENTRY into said common impoundment basin.

Until such time as that portion of COVENTRY in which is included the watershed in which HAVERHILL and its various sections is located has been subdivided and the various subdivided parcels sold, The Aboite Corporation, as platlor, shall bear its pro rata portion of the expense of maintenance of said common impoundment basins allocated to portions of COVENTRY unsubdivided or otherwise unsold. The obligation of The Aboite Corporation to bear such pro rata or allocated portion of said expense shall terminate upon the platting of any Subdivision of any remaining portions of COVENTRY, disposition of any such portion to a third party or July 1, 1983, whichever shall first occur.

It is the platlor's intent that all of the regulations with respect to the use and occupancy of the various portions of COVENTRY be designed to accommodate the desires of the occupants of the various portions of COVENTRY from time to time, to preserve property values, and to be flexible enough to meet specific needs, including the need to raise funds. Accordingly, this Preface and its statements shall be deemed a covenant of equal force and effect as all others herein set forth.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to HAVERHILL COMMUNITY ASSOCIATION, INC., its successors and assigns.

Section 2. "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 HAVERHILL and its various Sections, including Section III, and including contract sellers, excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners, including parks, play lots, play modules and picnic areas shown and designated on the plat as BLOCKS "E" thru "H" inclusive and BLOCKS "J" and "K".

Section 4. "Lot" shall mean either any of said lots as platted or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more lots or parts of one or more lots as platted upon which a residence may be erected in accordance with the restrictions hereinabove set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no tract or land consisting of part of any one lot or parts of more than one lot shall be considered a "LOT" unless said tract of land has a frontage of 70 feet in width at the established building line as shown on this plat.

Section 5. "Common Impoundment Basin" shall be that basin into which the surface drainage waters of HAVERHILL, SECTION III, drain in common with other Sections of HAVERHILL and other areas included within COVENTRY, of which HAVERHILL is a part.

Section 6. "By-Laws" shall mean the By-Laws initially adopted by HAVERHILL COMMUNITY ASSOCIATION, INC., and all amendments thereto.

Section 7. "COVENTRY" shall mean a tract of land approximately 750 acres in area in Aboite Township, Allen County, Indiana, of which HAVERHILL and its various Sections are a portion.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas 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 Areas;

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(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 his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas 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 agreeing to such dedication or transfer has been recorded.

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

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners exclusive of the Aboite Corporation. Owners shall be entitled to one (1) vote for each Lot owned.

Class B. Class B member(s) shall be the Aboite Corporation which shall be entitled to 750 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:

- (a) when fee simple title to all Lots in all Sections of HAVERHILL have been conveyed by the Aboite Corporation, or
- (b) on December 31, 1980.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner, exclusive of The Aboite Corporation, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property 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 property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, and welfare of the residents in HAVERHILL and for the improvement and maintenance of the Common Areas and of the facilities thereon. In addition, assessments shall be levied to provide for HAVERHILL'S proportionate burden of the maintenance of the common empoundment basin into which its surface waters drain.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Thirty Five Dollars (\$35.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by the vote or written assent of 51% of each class of members.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any new construction or repair or replacement thereof of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 75% of each class of members, and provided, further, that no such special assessments for any such purpose shall be made if the taking of such assessment shall in any way jeopardize or affect the Association's ability to improve and maintain its Common Areas or to pay its pro rata share of the cost of maintaining the Common Impoundment Basin.

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

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or yearly basis.

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

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8% per annum. The association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas of abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became 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.

ARTICLE V
COVENTRY COMMUNITY ASSOCIATION

Section 1. Representation. At such time as COVENTRY COMMUNITY ASSOCIATION, INC. has been issued its Certificate of Incorporation and upon notification thereof, the Board of Directors of HAVERHILL COMMUNITY ASSOCIATION, INC. shall, by majority vote at a duly called or special meeting thereof at which a quorum is present, appoint three (3) of its members to serve on the Board of Directors of COVENTRY COMMUNITY ASSOCIATION, INC.

Section 2. Final Authority. The Board of Directors of HAVERHILL COMMUNITY ASSOCIATION, INC. shall, by appropriately enacted By-Laws, acknowledge that COVENTRY COMMUNITY ASSOCIATION, INC. shall have final authority with respect to all members involving the maintenance and repair of the Common Impoundment Basin into which surface waters from HAVERHILL and its various Sections drain together with the right to levy special assessments therefor.

ARTICLE VI
ARCHITECTURAL CONTROL

No building, fence wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by the Architectural Control Committee, such Committee to be composed of three members, the first Committee members to be: Joseph L. Zehr, Orrin R. Sessions and Paul Seitz. 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, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII
GENERAL PROVISIONS

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

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Section 2. No building shall be built on any lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeway or garage, of less than 1350 square feet for a one-story dwelling, nor less than 950 square feet for a dwelling of more than one-story.

Section 3. No building shall be located on any lot nearer to the front lot line of nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than a distance of ten per cent (10%) of the lot width to an interior lot line and the combined width of both side yards shall be not less than a distance equal to twenty-five per cent (25%) of the lot width on Lots numbered 184 thru 192 and 194 thru 196 and 203 thru 209 and 211 thru 213 and 216 thru 228 and 234 thru 247 and 255 thru 257 and 261 thru 271 inclusive. No building shall be located nearer than a distance of nine per cent (9%) of the lot width to an interior lot line and the combined width of both side yards shall be not less than a distance equal to twenty per cent (20%) of the lot width on Lots numbered 193 and 197 thru 202 and 210 and 214 thru 215 and 229 thru 233 and 248 thru 254 and 258 thru 260 inclusive. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line.

Section 4. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

Section 5. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven (7) feet of each lot, or as shown on the plat. No owner of any lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any 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. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn or landscaping which may result from installation, repair or maintenance of such service.

Section 5 (a). Drainage easements and Common Areas used for drainage purposes shall be maintained in unobstructed condition.

Section 6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7. No structure of a temporary character, trailer, boat, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be either used or located on any lot at any time or used as a residence either temporarily or permanently.

Section 8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 9. No radio or television antenna with more than thirty (30) square feet of grid area or which attains a height in excess of six (6) feet above the highest point of the roof shall be attached to any dwelling house. No free standing radio or television antenna shall be permitted on any lot.

Section 10. 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 11. 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.

Section 12. 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.

Section 13. All building 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 building on any lots of said Subdivision, and no roll roofing of any description or character shall be used on the roof of any dwelling house or attached garage on any of said lots.

Section 14. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width.

Section 15. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any lots in the Subdivision.

Section 16. In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby reserved and granted to all Public Utility Companies, the proprietors of the land herein platted, 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 appurtenances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 17. No rain and storm water run off 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 Run Off Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Run Off Sewer System.

Section 18. No driveway access shall be permitted from Lots numbered 184 and 271 onto the Aboite Center Road right-of-way.

Section 19. Before any house or building on any lot or tract in this Subdivision shall be used and occupied as a dwelling or as otherwise provided by the Subdivision restrictions above, the developer or any subsequent owner of said lot or tract shall install improvements serving said lot or tract as provided in said plans and specifications for this Addition filed with the Board of County Commissioners. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana, or by any aggrieved lot owner in this Subdivision.

Section 20. Before any lot or tract may be used or occupied, such user or occupier shall first obtain from the Allen County Zoning Administrator the Improvement Location Permit and Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Section 21. The Association, The Aboite Corporation, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 22. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

Section 23. No lot or combination of lots may be further subdivided until approval therefor has been obtained from the Allen County Plan Commission.

Section 24. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date these covenants and restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these covenants and restrictions may be amended by an instrument signed by not less than 75% of the Lot Owners, and provided further, THE ABOITE CORPORATION, its successors or assigns shall have the exclusive right of two (2) years from the date of recording of the plat to amend any of the Covenants and Restrictions, with the approval of the Allen County Plan Commission, except Section 2 above.

IN WITNESS WHEREOF, The Aboite Corporation, an Indiana corporation, by Paul W. Seitz, its President and Joseph L. Zehr, its Secretary, Owner of the real estate described in said plat, has hereunto set its hand and seal by its duly authorized officers, this 14th day of August, 1974.

THE ABOITE CORPORATION

By Paul W. Seitz
Paul W. Seitz, President

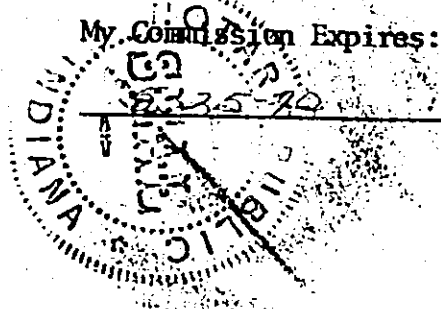
By Joseph L. Zehr
Joseph L. Zehr, Secretary

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a Notary Public, in and for said County and State, personally appeared Paul W. Seitz and Joseph L. Zehr, known to me to be the duly authorized and acting President and Secretary respectively of THE ABOITE CORPORATION, and acknowledged the voluntary execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth, this 14th day of August, 1974.

WITNESS by hand and Notarial Seal.

Arlene K. Duncan
Arlene K. Duncan Notary Public



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Prepared by George E. Fruechtenicht, Attorney at Law.

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APPROVALS

Allen County Plan Commission

Allen County Surveyor

Allen County Commissioners

City of Fort Wayne,
Board of Public Works

John C. ...
President
John E. ...
Vice-President
...
Secretary

APPROVED FOR RECORD ONLY

...
President
...
Vice-President
...
Secretary

...
Chairman
...
Member
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Member

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