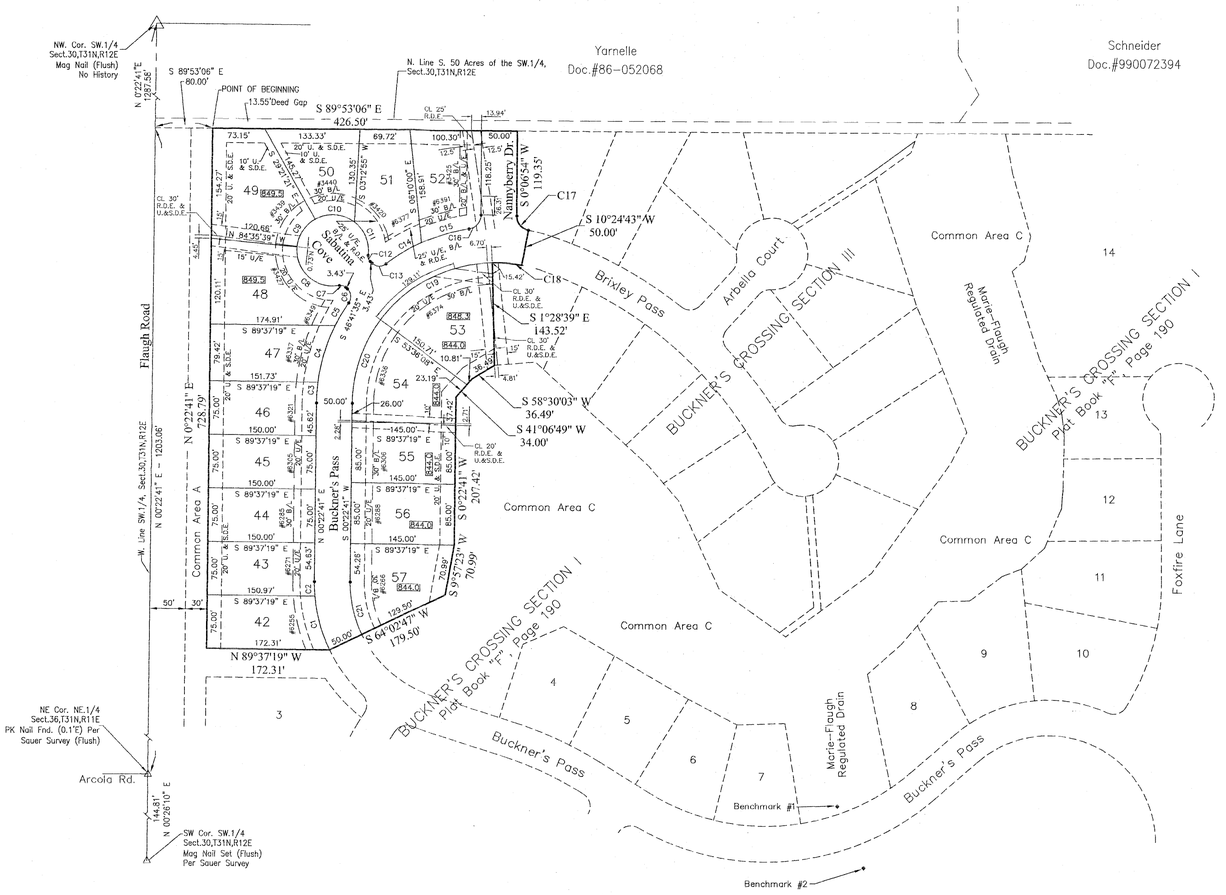
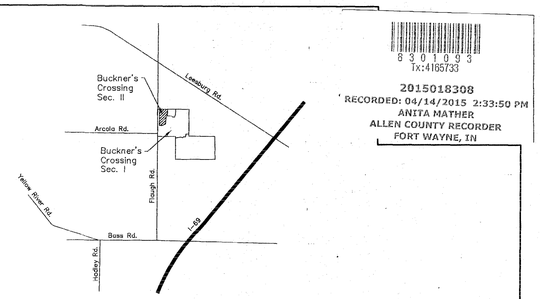
Plat Cab G Pg. 108

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	78.41'	215.00'	20°53'45"	N 15°30'20" W	77.98'
C2	20.40'	215.00'	5°26'08"	N 2°20'23" W	20.39'
C3	29.45'	250.00'	6°44'55"	N 3°45'08" E	29.43'
C4	83.11'	250.00'	19°02'54"	N 16°39'03" E	82.73'
C5	36.87'	250.00'	8°27'02"	N 30°24'01" E	36.84'
C6	21.29'	15.00'	81°19'06"	N 6°02'01" W	19.55'
C7	9.48'	10.00'	54°18'53"	N 73°51'01" W	9.13'
C8	92.86'	50.00'	106°24'49"	N 47°48'03" W	80.08'
C9	48.20'	50.00'	55°14'18"	N 33°01'30" E	46.36'
C10	58.16'	50.00'	66°38'30"	S 86°02'06" E	54.93'
C11	52.65'	50.00'	60°20'09"	S 22°32'46" E	50.25'
C12	9.48'	10.00'	54°18'53"	S 19°32'08" E	9.13'
C13	21.29'	15.00'	81°19'06"	S 87°21'08" E	19.55'
C14	58.38'	250.00'	13°22'48"	N 58°40'43" E	58.25'
C15	69.18'	250.00'	15°51'14"	N 73°17'44" E	68.95'
C16	28.31'	20.00'	81°06'27"	N 40°40'07" E	26.01'
C17	27.82'	20.00'	79°42'11"	S 39°44'11" E	25.63'
C18	41.50'	200.00'	11°53'23"	N 85°31'58" W	41.43'
C19	181.95'	200.00'	52°07'29"	S 62°27'36" W	175.74'
C20	125.73'	200.00'	36°01'11"	S 18°23'16" W	123.67'
C21	75.83'	165.00'	26°19'53"	S 12°47'16" E	75.16'





VICINITY MAP

8301093
Tx:4165733

2015018308
RECORDED: 04/14/2015 2:33:50 PM
ANITA MATHER
ALLEN COUNTY RECORDER
FORT WAYNE, IN

REGULATED DRAINAGE EASEMENT NOTE:
A petition addressed to the Allen County Drainage Board has been filed in duplicate with the County Surveyor, requesting that the subdivisions storm drainage system and its easements be accepted into the County's Regulated drainage system. The storm drainage system and its easements that are accepted in the County's Regulated drainage system are delineated on the plat as Regulated Drainage Easements (R.D.E.'s). Regulated Drainage Easements are stormwater easements and drainage right-of-ways that are hereby dedicated to the public and to the Allen County, Indiana Drainage Board for the sole and exclusive purpose of controlling surface water and/or for the installation, operation, and maintenance of storm sewers and tile drains as defined in the Allen County Stormwater Management Ordinance. These drainage easements are established under authority of the Indiana Drainage Code and the said Board may exercise powers and duties as provided in said code (e.g., annual drainage assessment per lot). All other storm drainage easements have not been accepted into the County's system. All drainage improvements performed relative to the conveyance of Stormwater runoff and the perpetual maintenance thereof, with the latter easements, shall be the responsibility of the owner or homeowner association. The Allen County Drainage Board assumes no responsibility relative to said improvements or the maintenance thereof.

Drainage System-
Storm Sewer lines - 1167 L.F.

BENCHMARK-
Described by National Geodetic Survey 1992 - 4.8 KM (3.00 MI) Easterly along the Conrail Railroad from the junction of Arcola Road in Arcola, 13.8 M (45.3 FT) Southwest of the center of Bass Road, 13.2 M (43.3 FT) Northeast of the near rail, 4.2 M (13.8 FT) Northwest of the center of a track road, 0.9 M (3.0 FT) South of a Witness Post, and level with the track. Note-Access to the Datum point is through a 5-inch logo cap.
Elevation = 847.93 NAVD 1988

ON-SITE BENCHMARK #1 -
Between Lots 7 & 8 Chiseled Square at the top center of the N end of 4'x8' culvert.
Elevation = 838.31 NAVD 88

ON-SITE BENCHMARK #2 -
Between Lots 29 & 28 Chiseled Square at the top center of the S end of 4'x8' culvert.
Elevation = 837.80 NAVD 88

NOTES:
1. All buried utilities must allow for drainage swale grades as found on the site grading plan, storm drainage plans and storm sewer and swale profiles.

2. All Common Areas shall also be a blanket Utility Easement.

3. Consent for Permanent structures issued by the Allen County Drainage Board on 3/27/2014 in accordance with Indiana Code 36-9-27-72, on file at the Allen County Surveyor's Office as Drainage Board Rec. Doc #13-128. Reference - Buckner's Crossing Section II Drain.

4. Consent for Permanent structures issued by the Allen County Drainage Board on 3/27/2014 in accordance with Indiana Code 36-9-27-72, on file at the Allen County Surveyor's Office as Drainage Board Rec. Doc #14-011. Reference - Marie Flaugh Br. Drain.

PLAT PREPARED BY:
Cliff Patterson
Miller Land Surveying

Lot Area Table	
Lot #	Area (S.F.)
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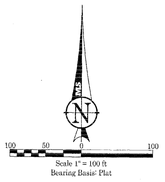
43	11256.56
44	11250.00
45	11250.00
46	11266.94
47	12780.45
48	18070.66
49	18125.56
50	11704.44
51	14190.87
52	13282.77
53	17037.32
54	15459.74
55	12325.00
56	12325.0
57	13645.08
ROW	52181.61



LEGEND:

B/L	BUILDING LINE
U/E	UTILITY EASEMENT
S.D.E.	SURFACE DRAINAGE EASEMENT
U. & S.D.E.	UTILITY & SURFACE DRAINAGE EASEMENT
ESMT.	EASEMENT
R.D.E.	REGULATED DRAINAGE EASEMENT
849.6	FLOOD PROTECTION GRADE

SECONDARY PLAT FOR

Buckner's Crossing Section II

A 16 LOT SINGLE FAMILY SUBDIVISION BEING A PART OF THE SW/4 OF SECTION 30, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE SECOND PRINCIPAL MERIDIAN, WASHINGTON TOWNSHIP, ALLEN COUNTY, INDIANA

SURVEYOR
MILLER LAND SURVEYING, INC.
221 TOWER DRIVE
MONROE, INDIANA 46772

DEVELOPER:
BUCKNER DEVELOPERS L.L.C.
202 WEST BERRY STREET, SUITE 800
FORT WAYNE, INDIANA 46802

DEDICATION:
WE, BUCKNER DEVELOPERS L.L.C., THE UNDERSIGNED, OWNERS BY VIRTUE OF CERTAIN DEEDS SHOWN IN DOCUMENT NO. 206078809 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 FINAL PLAT.

BUCKNER DEVELOPERS L.L.C.
Barry Sturges
BY: BARRY STURGES, MANAGING MEMBER
3/27/2015
DATE

LEGAL DESCRIPTION

Part of the Southwest Quarter of Section 30, Township 31 North, Range 12 East of the Second Principal Meridian, Washington Township, Allen County, Indiana, more particularly described as follows:

Commencing at a Mag Nail Marking the Southwest corner of said Southwest Quarter; thence North 00 degrees 26 minutes 10 seconds East (basis of bearings: Plat of Buckner's Crossing Section I), a distance of 144.81 feet along the West line of said Southwest Quarter and within the right-of-way of Flaugh Road to a P.K. Nail marking the Northeast corner of Section 36, Township 31 North, Range 11 East; thence North 00 degrees 22 minutes 41 seconds East for a distance of 1203.06 feet along the West line of said Southwest Quarter and within said right-of-way to a Mag Nail on the North line of the South 50 acres of the Southwest Quarter of said Section 30; thence South 89 degrees 53 minutes 06 seconds East, a distance of 80.00 feet along said North line to the POINT OF BEGINNING of the herein described tract; thence continuing South 89 degrees 53 minutes 06 seconds East, a distance of 426.50 feet along said North line; thence South 00 degrees 06 minutes 54 seconds West, a distance of 119.35 feet to the point of curvature of a tangent curve, concave to the North, having a radius of 20.00 feet, thence Southeasterly along said curve a distance of 27.82 feet, having a central angle of 79 degrees 42 minutes 11 seconds, and a chord of 25.63 feet bearing South 39 degrees 44 minutes 11 seconds East; thence South 10 degrees 24 minutes 43 seconds West, a distance of 50.00 feet to the point of curvature of a non-tangent curve, concave to the South, having a radius of 200.00 feet, thence Northwesterly along said curve a distance of 41.50 feet, having a central angle of 11 degrees 53 minutes 23 seconds, and a chord of 41.43 feet bearing North 85 degrees 31 minutes 58 seconds West; thence South 01 degrees 28 minutes 39 seconds East, a distance of 143.52 feet to the North line of Buckner's Crossing Section I as recorded in Plat Book F, Page 190 in the Office of the Recorder of Allen County, Indiana; thence along said North line for the following 6 courses; thence South 58 degrees 30 minutes 03 seconds West, a distance of 36.49 feet; thence South 41 degrees 06 minutes 49 seconds West, a distance of 34.00 feet; thence South 00 degrees 22 minutes 41 seconds West, a distance of 207.42 feet; thence South 09 degrees 57 minutes 23 seconds West, a distance of 70.99 feet; thence South 64 degrees 02 minutes 47 seconds West, a distance of 179.50 feet; thence North 89 degrees 37 minutes 19 seconds West, a distance of 172.31 feet; thence North 00 degrees 22 minutes 41 seconds East, a distance of 728.79 feet parallel with and 80 feet distant from the West line of said Southwest Quarter to the Point of Beginning. Containing 6.155 Acres, more or less. Subject to easements of record.

CERTIFICATE:

I, Brett R. Miller, 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 plat and accompanying legal description accurately depict a subdivision of real estate described by Document No. 206078809 in the Office of the Recorder of Allen County, Indiana; that all markers shown hereon actually exist; that their locations, size, type and material are accurately shown; that there has been no change from the matters of survey revealed by the survey referenced hereon, or any prior subdivision plats contained therein, or any lines that are common with this new subdivision.

Brett R. Miller
REGISTERED LAND SURVEYOR
3-26-15
DATE

BRETT R. MILLER REGISTERED No.LS20300059 STATE OF INDIANA LAND SURVEYOR

Notes:

1. All property corners marked with 5/8" x 24" Steel Rebar w/ "Miller Firm 0095" ID Cap.

2. This new subdivision plat is cross referenced to a retracement and original survey of the subject parcel performed by Richard K. Karst recorded as Document No. 2007065128, in the Office of the Recorder of Allen County, Indiana, as required by Title 865, Article 1, Rule 12, Section 13 of the Indiana Administrative Code.

3. 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.

APPROVALS:

APPROVED BY THE ALLEN COUNTY BOARD OF COMMISSIONERS ON April 10, 2015
Thelma Peters
T. NELSON PETERS, PRESIDENT
THERESE BROWN, VICE PRESIDENT
LINDA K. BLOOM, SECRETARY
Tera K Klutz
ATTEST: TERA K. KLUTZ, ALLEN COUNTY AUDITOR

APPROVED BY THE ALLEN COUNTY PLAN COMMISSION ON April, 2015
PRESIDENT
VICE-PRESIDENT

APPROVED BY THE ALLEN COUNTY SURVEYOR ON April 8, 2015
ALLAN D. FRISINGER

CONFIRMED BY THE ALLEN COUNTY DEPARTMENT OF PLANNING SERVICES ON April 10, 2015
KIMBERLY R. BOWMAN, AICP EXECUTIVE DIRECTOR

AUDITOR'S OFFICE
Duly entered for taxation. Subject to final acceptance for transfer.
APR 13 2015
Tera K. Klutz
AUDITOR OF ALLEN COUNTY

AUDITOR'S OFFICE
Duly entered for taxation. Subject to final [redacted] for transfer.
Tera K. Klutz
AUDITOR OF ALLEN COUNTY

Plat Cab G Pg. 108

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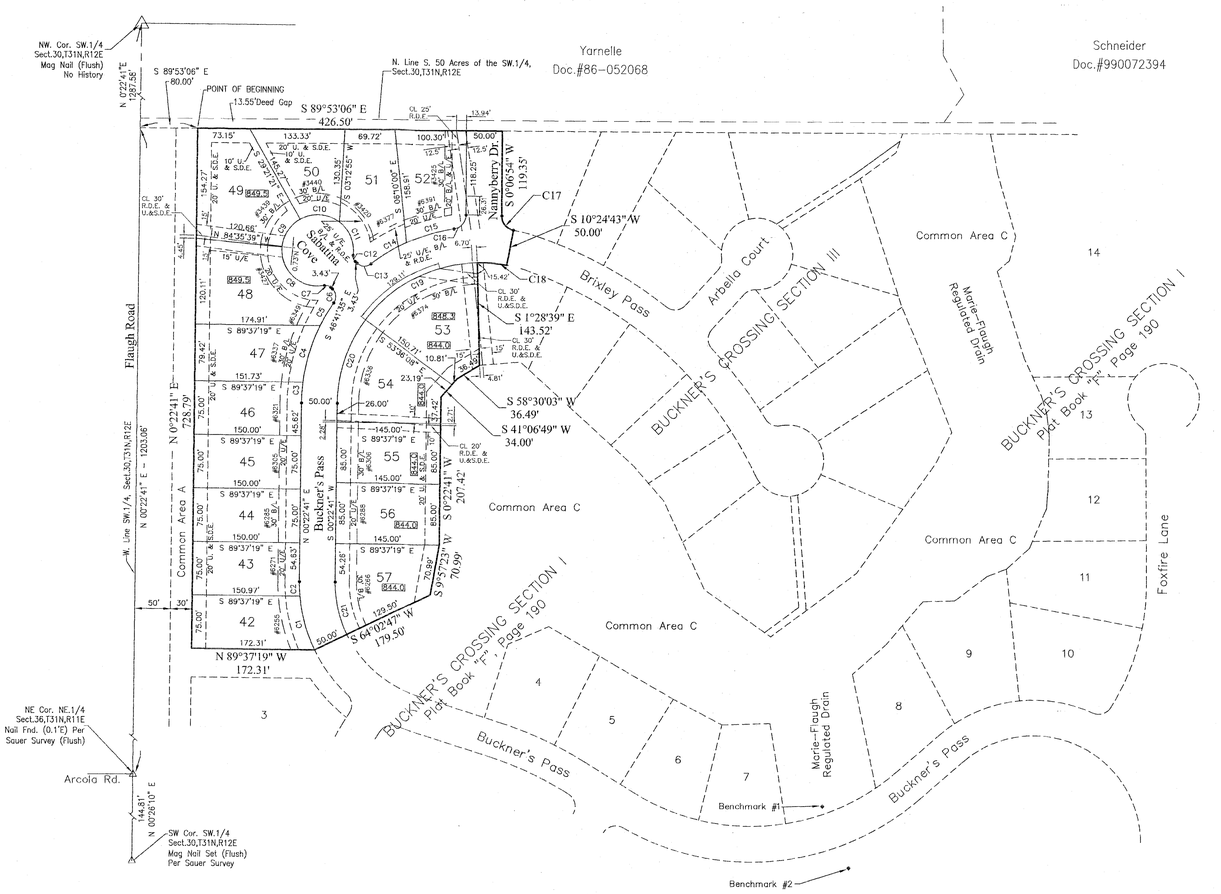

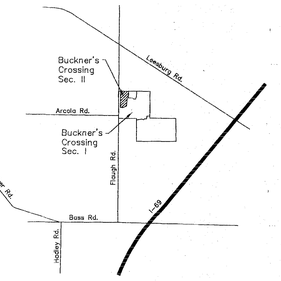

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THERESE BROWN, VICE PRESIDENT

LINDA K. BLOOM, SECRETARY

ATTEST: TERA K. KLUTZ, ALLEN COUNTY AUDITOR

APPROVED BY THE ALLEN COUNTY SURVEYOR ON April 08, 2015

ALLAN D. FRISINGER

CONFIRMED BY THE ALLEN COUNTY DEPARTMENT OF PLANNING SERVICES ON April 10, 2015

KIMBERLY R. BOWMAN, AICP EXECUTIVE DIRECTOR

APPROVED BY THE ALLEN COUNTY PLAN COMMISSION ON April, 2015

PRESIDENT

VICE-PRESIDENT

AUDITOR'S OFFICE Duly entered for taxation. Subject to final acceptance for transfer. APR 13 2015

Tera K. Klutz AUDITOR OF ALLEN COUNTY

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PLAT PREPARED BY:
Cliff Patterson
Miller Land Surveying

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ROW	52181.61

LEGEND:

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U. & S.D.E.	UTILITY & SURFACE DRAINAGE EASEMENT
ESMT.	EASEMENT
R.D.E.	REGULATED DRAINAGE EASEMENT
###.#	FLOOD PROTECTION GRADE

SECONDARY PLAT FOR

Buckner's Crossing Section II

A 16 LOT SINGLE FAMILY SUBDIVISION BEING A PART OF THE SW/4 OF SECTION 30, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE SECOND PRINCIPAL MERIDIAN, WASHINGTON TOWNSHIP, ALLEN COUNTY, INDIANA

SURVEYOR

MILLER LAND SURVEYING, INC.
221 TOWER DRIVE
MONROE, INDIANA 46772

ALLEN COUNTY PLAN COMMISSION APPROVED SEAL

DEVELOPER:

BUCKNER DEVELOPERS L.L.C.
202 WEST BERRY STREET, SUITE 800
FORT WAYNE, INDIANA 46802

DEDICATION:

WE, BUCKNER DEVELOPERS L.L.C., THE UNDERSIGNED, OWNERS BY VIRTUE OF CERTAIN DEEDS SHOWN IN DOCUMENT NO. 206078809 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 FINAL PLAT.

BUCKNER DEVELOPERS L.L.C.

BY: BARRY STURGES, MANAGING MEMBER — DATE 3/27/2015

Plat Cab G Pg 108

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED TO AS PART OF THE DEDICATION AND PLAT OF BUCKNER'S CROSSING, SECTION II A SUBDIVISION IN WASHINGTON TOWNSHIP, ALLEN COUNTY, INDIANA

Buckner Developers, LLC, an Indiana Limited Liability Company, hereby declares that it is the owner and developer of the real estate shown and described in this plat and does hereby lay off, plat, and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. The Subdivision shall be known and designated as Buckner's Crossing, 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 said Subdivision 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 Common Areas shall be subject to easements, which are hereby reserved for any public agency or authority and any utility for the installation and maintenance of surface drainage facilities and underground utilities serving or benefiting any of the Properties. All conveyances of Common Area to the Association shall be subject to such easements without being written therein.

The Lots are numbered from 42 to 57 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.

The Developer has previously platted real estate as Buckner's Crossing, Section I, and anticipates that it will hereafter plat and subdivide additional real estate as one or more additional sections of Buckner's Crossing. The Developer intends that owners of lots in all sections of Buckner's Crossing shall be members of the Association and shall be entitled to the use and enjoyment of all property owned by the Association. The Lots numbered from 42 to 57 are intended to be Villa Lots, as defined herein, and the Owners of the Villa Lots shall also be members of the Villa Association with the rights and obligations, further defined herein.

ARTICLE I
DEFINITIONS

Section 1. "Assessment(s)" shall mean and refer to those charges, fees and/or obligations set forth in Article IV.

Section 2. "Association" shall mean and refer to the Buckner's Crossing Community Association, Inc., its successors and assigns.

Section 3. "Board of Directors" or "Board" shall mean and refer to governing body of the Buckner's Crossing Community Association, Inc., its successors and assigns.

Section 4. "Bylaws" shall mean the Bylaws initially adopted by the Buckner's Crossing Community Association, Inc., and all amendments and additions thereto.

Section 5. "Committee" shall mean the Architectural Control Committee with the powers, duties and obligation under Article VII, and composed of three members appointed by the Developer and who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time shall be filled by appointment of the Developer. Upon the expiration of the Class B membership, then the Committee shall be appointed by the Board of Directors of the Association.

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

APR 13 2015

Jera K. Klutz
AUDITOR OF ALLEN COUNTY

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Section 6. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 7. "Developer" shall mean and refer to Buckner Developers, LLC its successors and assigns.

Section 8. "Dwelling Unit" shall mean and refer to the structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.

Section 9. "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 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 frontage of 50 feet in width at the established building line as shown on this plat. The term Lot includes a Villa Lot.

Section 10. "Buckner's Crossing" shall mean and refer to the name by which the real estate which is the subject of this Declaration or any subsequent declaration of any additional section of Buckner's Crossing shall be known.

Section 11. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Plat" shall mean and refer to the final and secondary plat for Buckner's Crossing, Section II, which is recorded with the Allen County Recorder.

Section 13. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and/or the Villa Association by the Developer as additional sections of Buckner's Crossing.

Section 14. "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 Buckner's Crossing, Section II.

Section 15. "Subdivision" shall mean Buckner's Crossing, Section II, a subdivision located in Washington Township, Allen County, Indiana.

Section 16. "Villa Assessment(s)" shall mean and refer to those charges, fees and/or obligations set forth in Article VI for the upkeep, maintenance, repair, and replacement associated with the Villa Lots.

Section 17. "Villa Association" shall mean and refer to the Buckner's Crossing Villa Association, Inc., its successors and assigns.

Section 18. "Villa Board" shall mean and refer to the governing body of the Buckner's Crossing Villa Association, Inc., its successors and assigns.

Section 19. "Villa By-Laws" shall mean the "By-Laws" initially adopted by the Buckner's Crossing Villa Association, Inc., and all amendment and additions thereto.

Section 20. "Villa" shall mean and refer to any Dwelling Unit on a Villa Lot.

Section 21. "Villa Lot" shall mean and refer to any of the platted Lots numbered 42 through 57 on the Plat Buckner's Crossing, Section II, a subdivision located in Washington Township, Allen County, Indiana, and any other Lots that are designated as Villa Lots in any of the Properties.

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ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the 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 the use of the recreational facilities by an Owner for any period during which any assessments 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) easements reserved herein for any public agency or authority and any utility for the installation and maintenance of surface drainage facilities and underground utilities serving or benefiting any of the properties.

(d) 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 agreeing to such dedication or transfer has been recorded.

(e) any Common Areas located between a Lot line and the waters edge of a lake or pond, as shown on the Plat, any ingress and egress to such Common Areas shall be restricted solely to the Lot Owner, the Association, or any public or quasi-public agencies. All such Commons Areas located between a Lot line and the waters edge of a lake or pond shall be for the sole use, enjoyment and benefit of the respective Lot Owner to the exclusion of all other Lot Owners.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his 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.

ARTICLE III
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. Class A members shall be all Owners of Lots in Buckner's Crossing other than Developer and such members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. Class B member(s) shall be the Developer, and such member(s) shall be entitled to five (5) votes for each Lot owned. 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 of Buckner's Crossing have been conveyed, or on December 31, 2023.

ARTICLE IV

ALLEN COUNTY PLAN COMMISSION

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COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting the Developer, by acceptance of a deed therefore, 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 (3) lot maintenance Assessments or charges; such Assessments to be established and collected as hereinafter provided. Assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse, or neglect to make any payment of any Assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid Assessments to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, and be enforced in the same manner as, a mortgage lien under Indiana law, and shall include attorney's fees, title expenses, interest, and any costs of collection.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of residents of Buckner's Crossing, and in particular for the maintenance of any Lot prior to commencement of construction of a Dwelling Unit thereon, and for the improvement, operation and maintenance of any storm water detention basin along with any water level control structures and all other Common Areas, including but not limited to, repair, maintenance, lighting, lawn care, snow removal, insurance, taxes, and all other things necessary or desirable in the opinion of the Board of Directors of the Association in connection therewith.

Section 3. Maximum Annual Association Assessments. Until January 1 of the year immediately following the conveyance by the Developer of the first Lot to an Owner, the maximum annual Assessment shall be Four Hundred Dollars ($400.00) per Lot. The Assessments charged under this Article IV shall be in addition to any Villa Assessment that is charged by the Villa Association under Article VI.

(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 15% 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 15% by the affirmative 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 only for the purpose of defraying, in whole or in part, the cost of construction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such Assessment shall have the affirmative vote or written assent of 51% of each class of members.

Section 5 Notice and Quorum For Any Action Authorized Under Section 3 and 4. Any action authorized under Sections 3 or 4 and requiring an affirmative vote or written assent of a certain percentage of the Association membership 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 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 30 days from the date of such meeting.

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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, quarterly, 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 first conveyance of Common Area by the Developer to the Association. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual Assessment against each Lot 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 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. Lot Maintenance Assessment.

(a) From and after the date of purchase of a Lot until construction of a single-family residence commences, the Association shall have the exclusive right to perform all maintenance on the Lot, including but not limited to, cutting the grass, keeping the Lot free from weeds, and the removal of trash and debris.

(b) In addition to the liens assessed under this Article IV, each Lot Owner, with the exception of the Developer, may be assessed an annual fee at the rate of $50.00 per month for two (2) years following the Owner acquiring title to the Lot (the "Lot Maintenance Assessment"). Thereafter, the Association may assess the Lot Owner an annual amount which the Association, in its sole discretion, determines necessary to maintain the Lot as provided in Subparagraph (a) above.

(c) The first annual Lot Maintenance Assessment shall be prorated according to the number of remaining months in the calendar year of purchase, and payment shall be due on January 1 for each succeeding year. After construction commences, the Lot Maintenance Assessment paid in the year of commencement shall be prorated for the remaining month(s) of the year following commencement and be reimbursed to the Lot Owner. The Association may offset such reimbursement against the annual Assessment levied under this Article IV in the succeeding year.

(d) From and after the date construction of a Dwelling Unit commences upon a Lot, it shall be the duty of the Lot Owner to perform all maintenance on the Lot, including but not limited to, cutting the grass, keeping the Lot free from weeds, and the removal of all trash and debris. The Association, in its sole discretion, may undertake such Lot maintenance under this Subparagraph (d) should the Lot Owner fail to do so. In that event, the Lot Owner shall immediately, upon written demand, reimburse the Association, its agents and/or independent contractors for all expenses incurred in performing such maintenance upon the Lot.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment or other charge not paid within thirty (30) days after the due date shall bear interest from the due date as provided in Section 1 of this Article IV. The Association may bring an action at law against the Owner personally obligated to pay the same; may foreclose the lien against the owner's lot in accordance with the provisions of Section 1 of this Article IV; or may do both. No Owner may waive or otherwise escape personal liability for the Assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to a judgment and court order on a foreclosure of any first mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE V
VILLA ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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Section 1. Every Owner of a Villa Lot shall also be a member of the Buckner's Crossing Villa Association, Inc., which Declarant has caused, or will cause, to be incorporated under the laws of the State of Indiana, for the purpose of exercising the functions under Article V and Article VI. Membership to the Villa Association shall be appurtenant to and may not be separated from ownership of any Villa Lot, which is subject to a Villa Assessment.

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

Class A. Class A members shall be all owners of the Villa Lots, and other than the Developer and the builder of the Villas, such members shall be entitled to one vote for each Villa Lot owned. When more than one person holds an interest in any Villa Lot, all such person shall be members. The vote for such Villa Lots shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Villa Lot.

Class B. Class B member(s) shall be the Developer and the builder of the Villas, and such member(s) shall be entitle to five (5) votes for each Villa Lot owned. The Class B membership shall cease and be converted to Class A membership on there happening of either of the following events, whichever occurs earlier:

(a) When title to all of the Villa Lots in Section II of Buckner's Crossing have been conveyed, or

(b) on December 31, 2019.

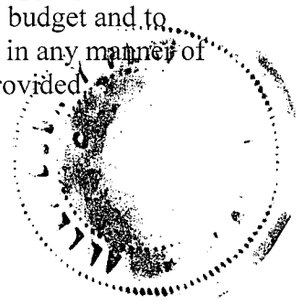
ARTICLE VI
COVENANT FOR VILLA ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Villa Assessments. Each Owner of any Villa Lot, excepting Developer and the builder of a Villa, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Villa Association annual Villa Assessments, such assessments to be established and collected as hereinafter provided. Villa Assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State on Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner of a Villa Lot shall fail, refuse or neglect to make any payment of any Villa Assessment when due, the Villa Board may in its discretion declare the entire balance of unpaid Villa Assessments to be due and payable with interest as aforesaid, and file a written Notice of Lien against said Owner's Villa Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Villa Association and have the same force and effect as, and be enforced in the same manner as a mortgage lien under Indiana law, and shall include attorneys' fees, title expenses, interest and any cost of collection.

Section 2. Purpose of Villa Association Assessments. The Villa Assessments levied by the Villa Association shall be used exclusively for the purpose of paying for the services which are to be provided to each Villa.

Section 3. Villa Assessments. Prior to January 1 of each year, the Villa Board shall adopt a budget which shall be used to establish the amount of the Villa Assessments for each Villa Lot based on those expenses for the next fiscal year which are for services provided to each Villa Lot. The annual Villa Association budget shall contain the proposed Villa Assessment on each Villa Lot which shall be uniform for each Villa Lot. A Villa Assessment may be assessed whether or not the Villa Lot has a Dwelling located on it or is otherwise improved.

The annual Villa Association budget and the assessment shall be established using generally accepted accounting principles applies on a consistent basis. The Villa Association may provide for a reserve fund for unanticipated expenses if the Villa Board deems it appropriate and necessary. Any delay or failure by the Villa Board to prepare a proposed annual budget and to provide the same to the Villa Lot Owners shall not constitute a waiver or release in any manner of the obligations of each Villa Lot Owner to pay the Villa Assessment as herein provided.



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The annual Villa Association budget shall be submitted at the annual meeting of the members and shall be approved in whole or in part by the majority of the votes cast by the members, provided, however, in no event shall the annual meeting be adjourned without or until the annual budget is approved at such meeting.

Immediately following the adoption of the annual Villa Association budget, each Villa Lot Owner shall be given written notice of the Villa Assessment to be assessed against the Owner's Villa Lot. The Villa Assessment to be assessed against each Villa Lot shall be paid by the Owner of that Villa Lot in advance in equal quarterly installments commencing on the first day of January of such calendar year and subsequently on the first day of April, July, and October for each quarter thereafter. Each Villa Lot Owner shall make quarterly payments to the Villa Association. The Villa Assessment for the year shall become a lien on each Lot as of January 1 of each calendar year. The Villa Board through rules and regulations or provision in the Villa By-Laws may change the above date of assessment and payment without amending this Declaration.

Section 4. Villa Association Services. The Villa Association shall maintain the lawn of each Villa Lot on a scheduled basis as determined by the Villa Association. Such Villa Association lawn maintenance may include routine mowing, fertilizing (at least 4x per season), weed control, and annual spring mulching of landscape beds. Owners of Villa Lots may plant, install or maintain any flowers, trees, shrubbery or plant material on a Villa Lot with the approval of the Committee. The Villa Association may operate and maintain the irrigation system on each Villa Lot, and may determine the interval of irrigation. All water utilized in the irrigation system for each Villa Lot shall be provided by the Owner of that Villa Lot regardless of whether water from such irrigation system partly irrigates an adjacent Villa Lot. No Owner of a Villa Lot may utilize any water for irrigation from any adjacent detention ponds. Each Villa Lot Owner shall be responsible for maintaining, at the Owner's expense, any flowers, trees, shrubbery or plant material located on the Owner's Villa Lot, which maintenance shall include but not be limited to pruning and removing any such items which are dead or unsightly or any unsightly, dead or dangerous portion of such items. In the event the Villa Association advises a Villa Lot Owner in writing that replacement or removal of a portion or all of a tree or other plant material which the Owner is responsible to maintain is necessary, after sixty (60) day prior written notice (except that notice is waived in cases of emergency), the Villa Association may in its discretion have the tree or other plant material maintained or removed and add the amount expensed to that Villa Lot's assessment. The Villa Association shall provide for the removal of snow from the sidewalks and driveways of the Villa Lots according to the guidelines for snow removal adopted by the Villa Association.

Section 5. Maintenance by Owners. Each Villa Lot Owner shall maintain the appearance of the exterior of his Dwelling Unit and shall replace and/or repair any portion thereof which is damaged or in need of repair or replacement, including, without limitation, walls, siding, masonry, windows, doors, roofing, plumbing, fixtures, heating and air conditioning systems, driveways, sidewalks, exterior lighting fixtures and other mechanical electrical systems. Not withstanding the foregoing, no Villa Lot Owner may paint, decorate or make any changes in the appearance of any portion of the exterior of his Dwelling Unit, including sidewalks and driveways, which would vary it from the plans which were approved by the Committee. The Villa Association may at its option notify any Villa Lot Owner of a repair or replacement or any item of maintenance which is needed on the exterior of the Dwelling Unit or on the Villa Lot, and in the event the Villa Lot Owner does not maintain, repair or replace that item within sixty (60) days after such notice is given by the Villa Association, the Villa Association may maintain, repair or replace that item at its expense and add the cost there of to that Villa Lot's assessment.

Each Villa Lot Owner grants to the Villa Association and to each of its authorized agents, employees and contractors an easement and license upon and over the Owner's Villa Lot for the purpose of performing the services or exercising the rights reserved to the Villa Association in this Article VI.

Section 6. Effect of Nonpayment of Villa Assessments; Remedies of the Villa Association. Any Villa Assessment or other charge not paid within thirty (30) days after the due date shall bear interest from the due date as provided in Section 1 of this Article VI. The Villa Association may bring an action at law against the Villa Lot Owner personally obligated to pay the same; may foreclose the lien against the Villa Lot in accordance with the provisions of

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Section 1 of the Article VI; or may do both. No Villa Lot Owner may waive or otherwise escape personal liability for the assessment provided for herein by abandonment of his Villa Lot.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Villa Lot shall not affect the Villa Assessment lien. However, the sale or transfer of any Villa Lot pursuant to a judgment and court order on a foreclosure of any first mortgage shall extinguish the lien on such assessments as to payments, which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability or any assessment thereafter becoming due or from the lien thereof.

ARTICLE VII
ARCHITECTURAL CONTROL

No building, fence, wall, deck, enclosure, antennae or satellite dish, swimming pool or spa, or other structure shall be commenced, placed, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until two sets of plans and specifications showing: (1) the location of improvements on the lot (site plan); (2) the location of the driveway on the site plan; (3) front, rear, and side elevations 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 Committee. The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee fails to approve or disapprove such plans within sixty (60) days after receipt, such plans shall be deemed approved. No structure of any kind which does not comply fully with such approved plans shall be erected, constructed, placed, or maintained upon any Lot, and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent. Neither the Developer, the Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors, or assigns shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting there from. Every person and entity who submits plans to the Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Committee or the Developer to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete set(s) of plans to the Developer's office for review by the Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building of structure therein described, and no adjacent Lot Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein. In the event the Committee or the Association shall prevail in any litigation brought for the purpose of enforcing compliance with the provisions of this Article V, it shall be entitled to recover from the defendants reasonable attorney fees and costs incurred in such enforcement.

ARTICLE VIII
GENERAL PROVISIONS

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

Section 2. Home Occupations. No Lot shall be used for any purpose other than as a single-family residence, except by approval of the Developer a builder may use his/her home as a model and/or sales center for other homes he/she is building in Buckner's Crossing, and 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

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upon the Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit; and (d) no mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, licensed child care center or other licensed or regulated baby-sitting service, any type of auto repair services, animal hospital, or any form of animal care or treatment such as dog trimming, breeding or kennel be construed as a home occupation.

Section 3. Single Owner Contiguous Lots. Whenever two (2) or more contiguous Lots in the Subdivision shall be owned by the same person, and such Owner shall desire to use two or more of said Lots as a site for a single Dwelling Unit, he shall apply in writing to the Committee or Board of Directors of the Association for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single Dwelling Unit shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with one single Dwelling Unit.

Section 4. Subdivision of Lots. No lot or combination of Lots may be further subdivided unless 75% of the Lot Owners have approved by signing an instrument of approval and until said approval has been obtained from the Allen County Plan Commission, or its successors.

Section 5. 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 6. 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 7. Time for Building Completion. Every Dwelling Unit on any Lot in the Subdivision shall be completed within twelve (12) months after the beginning of such construction.

Section 8. Building Sizes. No Dwelling Unit shall be built on any Lot having a living area of the main structure, exclusive of one-story open porches, breezeways, or garages of less than 1,600 square feet for a one-story Dwelling Unit, nor less than 2,000 square feet for a two story dwelling unit which must include a minimum of 1,400 square feet on the first floor.

Section 9. Garages. All Dwelling Units must have at least a full-size, attached, two-car garage.

Section 10. Building Setback. No Dwelling Unit or any improvement or structure shall be located on a Lot nearer to the front building setback line or nearer to the side street line or the rear Lot line than the minimum Lot building setback lines shown on the recorded plat. In addition, no Dwelling Unit shall be located nearer than a distance of five (5) feet to an interior Lot line, provided however the aggregate of both side yards shall be a minimum of twelve (12) feet. No Dwelling Unit shall be nearer than a distance of twenty-five (25) feet to a rear Lot line if there is no rear setback line shown on the recorded plat.

Section 11. Minimum Lot Size. The minimum Lot size for the placement of a dwelling unit is 6,250 square feet. The minimum width at the building setback line of a Lot is 50 feet.

Section 12. Building Materials. All Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. The front building facade (excluding any sidewalls) of all Dwelling Units must contain at least thirty percent (30%) of either brick, stone masonry, or other such similar architectural materials as may be approved in writing by the Committee. No roll or metal siding, asbestos siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior

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construction any Dwelling Unit or other permitted structure on any Lot, 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 13. Yard Light. An automatic dusk-to-dawn light of a type and at a location approved by the Committee shall be installed by the builder or Lot Owner on each Lot in front of the front building line.

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

Section 15. Sidewalks. Plans and specifications for this Subdivision on file with the Allen County Plan Commission require the installation of five (5) foot wide concrete sidewalks within the street rights-of-way in front of all Lots.

Installation of said sidewalks shall be the obligation of the Owner of any such Lot, exclusive of the Developer and shall be completed in accordance with said plans and specifications and prior to the issuance of a Certificate of Occupancy for any such Lot. The cost of installation shall be a lien against such Lot enforceable by the Allen County Plan Commission or its successor agency. Should such Certificates of Occupancy be issued to the Developer, said Developer shall be considered an Owner for the purposes of the enforcement of this covenant.

Section 16. Fencing. No fencing is permitted except a privacy fence around an immediate patio of not more than six feet all of which must be approved by the Committee in writing, unless a variance from this fence requirement shall have been approved in writing by the Committee. Notwithstanding any other provisions to the contrary herein, the Committee may not approve construction or modification of any fence or any planting on any Lot which, in the sole opinion of the Committee, would create a sight obstruction of any lake or pond in the subdivision.

Section 17. Pools and Hot Tubs. No above ground pool which requires a filtration system or other above ground pool which is more than six (6) feet in diameter and 18 inches deep shall be placed or maintained on any Lot without the prior written approval of the Committee in accordance with Article V. At the time of installation of any type of pool or hot tub, safety fencing must also be installed in accordance to Article VIII, Section 16 and will be in conformance with Allen County Ordinances.

Section 18. Mailboxes. The location on a mailbox station is provided for each Lot. The purchase and installation of the mailbox is the responsibility of the homeowner. A standard, black, type T1, loaf shape mailbox is required.

Section 19. Radio and Television Antennas. No radio, television antenna or receiving dish shall be permitted on any Lot or any Dwelling Unit without the prior written approval of the Committee. No solar panels attached or detached shall be permitted.

Section 20. Duty to Repair and Rebuild.

(a) Each Lot Owner shall, at his sole cost and expense, repair his Dwelling Unit, keeping the same in a condition comparable to the condition of such Dwelling Unit at the time its initial construction was completed, excepting only usual wear and tear.

(b) If all or any portion of a Dwelling Unit is destroyed by fire or other casualty, then the Owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such Dwelling Unit in a manner which will substantially restore it to its condition as existed immediately prior to the casualty. No improvement upon a Lot, which has been partially or totally destroyed by fire or other casualty, shall remain in such condition for more than three (3) months from the time such destruction or damage occurred.

Section 21. Utility and Underground Drainage Easements. Easements for the installation and maintenance of utilities and underground 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 television service (except such poles and overhead facilities that may be required at those places where

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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. The Owners of all Lots shall provide electrical service entrance facilities installed for any Dwelling Unit or other structure connecting the same to the electrical distribution system of any electric public utility. 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 22. Surface Drainage. Surface Drainage Easements, Storm water Detention Basins and Common Areas used for drainage purposes, as shown on the plat, are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed and proper working condition during and after construction 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 and operable. It shall be the responsibility of the builder and/or the home buyer to inspect rear and side swales for positive drainage conditions prior to closing on the lot. The developer shall be relieved of any responsibility for repair of the swales on the Lot following the closing of the Lot to either the builder or the homebuyer. It shall be the sole responsibility of the Buckner Crossing Community Association to maintain the portions of the Marie-Flaugh Branch Regulated Open Drain located within Common Area "C". The drain shall be maintained in an unobstructed and proper working condition as determined by the County Surveyor, County Drainage Board or a proper public authority having jurisdiction over storm drainage.

Section 23. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets 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 herein, 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 24. Flood Protection Grade. In order to minimize potential damages from surface water, flood protection grades are established as follows: all Dwelling Units to be constructed on the Lots designated herein shall be constructed at or above the minimum flood protection grades. Such grades shall be the minimum flood protection grades. Such grades shall be the minimum elevation of a first floor or the minimum sill elevation of any opening below the first floor. The flood protection grade for the following Lots is as follows:

LOT #	MINIMUM FLOOD PROTECTION GRADES
48 & 49	849.5 feet above mean sea level
53	848.3 feet Front & Side 844.0 Rear
54 thru 57	844.0 feet above mean sea level

Section 25. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained, or used on any Lots.

Section 26. Sanitary Sewer Restrictions. No rain and storm water runoff or such things as sump pump water discharge, roof water, street pavement, and surface water, caused by natural precipitation or otherwise, 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 27. Use of Other Structures and Vehicles. No structure of a temporary character, trailer, boat trailer, boat, truck, commercial vehicle, recreational vehicle (RV), camper shell, all

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terrain vehicle (ATV), camper or camping trailer, tent, shack, garage, barn, dog house, or other outbuilding shall be either used or located on any Lot, or adjacent to any Lot, or right-of-way within the Subdivision at any time, or used as a residence either temporarily or permanently. No automobile or any other wheeled vehicle, which is inoperable, shall be habitually or repeatedly parked or kept on any Lot (except in the garage).

Section 28. Animals. No animals, livestock, fish, 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 or home-based business purpose. When outside a Dwelling Unit or Lot, all dogs and cats must be on a leash and collar, or any other bona-fide restraint such as an invisible fence. No dogs or cats shall be permitted to run at large outside of a Dwelling Unit or Lot, but this shall not prohibit a dog or cat from being maintained without a leash or other restraint within any enclosed privacy area within a Lot in which the dog or cat resides and/or is maintained. The owner/custodian of each animal and pet and/or any individual walking same, shall be responsible for cleaning up after the animal/pet. The animal/pet owner and the respective Lot owner involved shall be strictly liable and responsible for any damages caused to the Common Area by said animal/pet.

Section 29. 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 30. Signs. No signs of any kind shall be displayed to the public view on any Lot except signs of not more than five square feet advertising such Lot for sale, or used by a builder to advertise such Lot during the construction and sales period. The Developer or a builder with approval by the Developer, shall have the right to (a) erect larger signs allowed by applicable zoning regulations when advertising the subdivision and (b) place signs on Lots designating the Lot number of said Lots. This restriction shall not prohibit placement of occupant name signs and Lot numbers as allowed by applicable zoning regulations.

Section 31. Trash and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in a sanitary container. Sanitary container may not remain outside more than 24 hours. No outside incinerators shall be kept or allowed on any Lot.

Section 32. Common Area Maintenance. For any Common Areas located between a Lot line and the waters edge of a lake or pond, as shown on the plat, the Owner of said Lot shall be solely responsible for the landscaping and lawn maintenance.

Section 33. 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, other than that as related to the construction of a dwelling unit.

Section 34. Rights of Ingress and Egress. The rights of ingress and egress to the Subdivision shall only be in such locations as shown on the Plans and Specifications of the Subdivision.

Section 35. Enforceability. The Association, the Developer, and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association, the Developer, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 36. Partial Invalidation. Invalidation of any one of the provisions of this Dedication by judgment or court order shall in no wise affect any other provision(s) which shall remain in full force and effect.

Section 37. 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 this Dedication is recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided this Dedication may be amended by an instrument

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signed by not less than 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 two (2) years from the date of recording of this Dedication to amend any of the provisions of this Dedication.

IN WITNESS WHEREOF, Buckner Developers LLC, Owner of the real estate described in this Dedication has set its hand this 27th day of March, 2015.

Buckner Developers LLC, an Indiana Limited Liability Company, by Sturges Development Group, LLC, its Manager

By: Barry Sturges
Barry Sturges, Managing Member
Sturges Development Group, LLC

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Barry Sturges, Managing Member of Sturges Development Group, LLC and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 27th day of March, 2015.

My Commission Expires:

12/13/17

Angela M. Davis
Notary Public

Angela M. Davis
Printed Name

Resident of Allen County

ANGELA M. DAVIS
Allen County
My Commission Expires
December 13, 2017

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. Barry Sturges

This instrument prepared by: Barry Sturges, President
Sturges Development Group, LLC
202 W. Berry Street, Suite 800
Fort Wayne, IN 46802

ALLEN COUNTY PLAN COMMISSION CORPORATE SEAL

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