

SECONDARY PLAT TARTAN'S GLEN

SECTION II

A Subdivision Located in the Southwest Quarter
of Section 14, Township 31 North, Range 13 East.

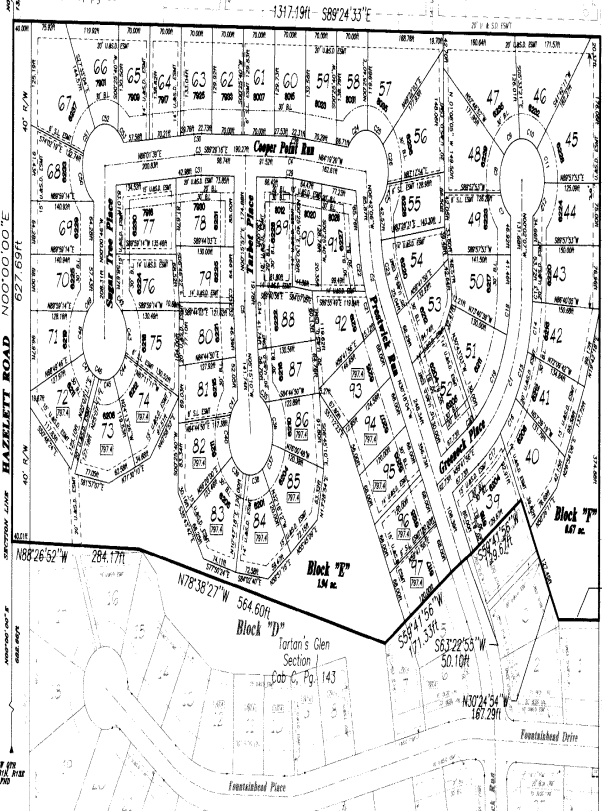
ALLEN COUNTY, INDIANA



Scale 1" = 100 ft

Still Water Place
Section V
Plat Cabinet "C", pg 22

Kreiselmeier Addition
PB 19, pg 89



For Architectural Control Guidelines See Doc 20702259 42297

APPROVED THIS 22 DAY OF April, 1998
ALLEN COUNTY BOARD OF COMMISSIONERS

William J. Rousseau
PRESIDENT, LINCOLN VILLAGE

Jack C. McComb
VICE PRESIDENT, JACK C. McCOMB

William J. Rousseau
SECRETARY, LINCOLN VILLAGE

ATTEST
Theresa Brown
THeresa Brown, Auditor
ALLEN COUNTY, INDIANA

APPROVED THIS 14 DAY OF May, 1998
ALLEN COUNTY PLANNING COMMISSION

William J. Rousseau
PRESIDENT, LINCOLN VILLAGE

VICE PRESIDENT

APPROVED THIS 14 DAY OF May, 1998
FOR DRAINAGE ONLY

William J. Rousseau
ALLAN D. PRISINGER, P.E., ALLEN COUNTY SURVEYOR

APPROVED THIS 14 DAY OF May, 1998
PORT WYNE-ALLEN COUNTY BOARD OF HEALTH

William J. Rousseau
THE ALLEN COUNTY BOARD OF HEALTH

CONFIRMED THIS 30 DAY OF June, 1998
ALLEN COUNTY DEPARTMENT OF PLANNING SERVICES

William J. Rousseau
Dennis A. Gordon, Executive Director

I HEREBY CERTIFY THAT, TO THE BEST OF MY
KNOWLEDGE AND BELIEF, THIS PLAT AND DESCRIPTION
ACCURATELY REPRESENT A SURVEY PERFORMED UNDER
MY DIRECT SUPERVISION AND EXERCISED ACCORDING TO
THE SURVEY REQUIREMENTS OF IND. AC 1-12
DATED THIS 20TH DAY OF FEBRUARY, 1998.

SIGNED: *William J. Rousseau*
DUANE A. BROWN
INDIANAPOLIS, IN
INDIANA, ILS #15 8004337

WE, ABRAHAM LAND CORP., THE UNDERSIGNED
OWNERS BY VIRTUE OF THAT CERTAIN DEED SHOWN IN
DOCUMENT # 20702259 IN THE OFFICE OF
THE RECORDER OF ALLEN COUNTY, INDIANA, OF THE
REAL ESTATE BROWN AND DESCRIBED HEREIN, DO
HEREBY LAY OFF, PLAT AND SUBDIVIDE, SELL REAL
ESTATE IN ACCORDANCE WITH THE INFORMATION
SHOWN ON THE SECONDARY PLAT. THIS SUBDIVISION
SHALL BE KNOWN AND DESIGNATED AS TARTAN'S
GLEN SECTION II AN ADDITION TO ALLEN COUNTY,
INDIANA.

IN WITNESS WHEREOF, Arbor Land Corp., a
Corporation organized and existing under the laws of the
State of Indiana, Owner of the real estate described in said
Plat, has hereunto set its hand, by its duly authorized
officer, this 14 day of May, 1998.

ARBOR LAND CORP.
an Indiana Corporation.

By: *William J. Rousseau*

LEGAL DESCRIPTION

A tract of land located in the Southwest Quarter of Section 14, T31N, R13E, in Allen County, the State of Indiana, more fully described as follows:

COMMENCING at a Railroad spike situated in the Southwest corner of said Southwest Quarter; Thence North 00 Degrees 00 Minutes 00 Seconds East (Record Basis of Bearings), a distance of 682.86 feet along the West line of said Southwest Quarter to a Marker spike with tag (D. A. Brown RLS #50337) in the Northwest corner of Tartan's Glen Section I (Corrected) as recorded in Allen County Plat Cabinet "C", page 143; the TRUE POINT OF BEGINNING, Thence North 00 Degrees 00 Minutes 00 Seconds East, a distance of 627.69 feet along the West line of said Southwest Quarter to a Marker spike with tag (D. A. Brown RLS #50337) in the Southwest corner of Lot #1 in Kreiselmeier Addition as recorded in Allen County Plat Book 19, page 89; Thence South 89 Degrees 24 Minutes 33 Seconds East, a distance of 336.44 feet along the South line of said Lot #1 to a Rebar stake with cap (PLS 9921) in the Southwest corner of Lot #183 in Still Water Place, Section V (as recorded in Allen County Plat Cabinet "C", page 22); Thence South 89 Degrees 24 Minutes 33 Seconds East, a distance of 980.75 feet along the South line of said Still Water Place, Section V to a Rebar stake with cap (PLS 9921) in the Southeast corner of Lot #172 therein (also being the Northwest corner of Lot #22 in Still Water Place, Section I as recorded in Allen County Plat Cabinet "B", page 46); Thence South 00 Degrees 02 Minutes 07 Seconds East, a distance of 702.90 feet along the West line of said Still Water Place, Section I to a Rebar stake with cap (D. A. Brown RLS #50337) in the Northwest corner of Lot #1 in said Tartan's Glen Section I (Corrected); Thence South 89 Degrees 57 Minutes 55 Seconds West, a distance of 90.58 feet along the North line of said Lot #1 to a Rebar stake with cap (D. A. Brown RLS #50337) in the Northwest corner thereof, Thence North 30 Degrees 24 Minutes 54 Seconds West, a distance of 167.29 feet along the Easterly line of Lot #3 and Lot #4 in said Tartan's Glen to a Rebar stake with cap (D. A. Brown RLS #50337) in the most Northerly corner of said Lot #4; Thence South 59 Degrees 41 Minutes 56 Seconds West, a distance of 129.97 feet along the Northerly line of said Lot #4 to a Rebar stake with cap (D. A. Brown RLS #50337) in the most Westerly corner thereof, Thence South 63 Degrees 22 Minutes 55 Seconds West, a distance of 50.10 feet to a Rebar stake with cap (D. A. Brown RLS #50337) in the most Northerly corner of Lot #5 in said Tartan's Glen, Thence South 59 Degrees 41 Minutes 56 Seconds West, a distance of 171.33 feet along the Northerly line of Lot #5 and Lot #7 in said Tartan's Glen to a Rebar stake with cap (D. A. Brown RLS #50337) in the Northwest corner of said Lot #7; Thence North 78 Degrees 38 Minutes 27 Seconds West, a distance of 564.60 feet along the North line of said Tartan's Glen, Thence North 88 Degrees 26 Minutes 52 Seconds West, a distance of 284.17 feet along said North line to the POINT OF BEGINNING, said tract containing 20.04 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record.

- NOTES:
1. ALL CORNER OF THIS SUBDIVISION SHALL BE AS IN THIS PLAT.
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 10. ALL CORNER OF THIS PLAT SHALL BE AS IN THIS PLAT.

| Centerline Curve Data: | | | | | |
|------------------------|---------|---------|---------|---------|-----------|
| CURVE | LENGTH | DELTA | PAVING | TANGENT | DIRECTION |
| C1 | 228.381 | 59.441 | 220.000 | 128.348 | N274.937E |
| C2 | 48.388 | 127.933 | 100.000 | 41.884 | N153.010W |
| C3 | 15.859 | 142.970 | 200.000 | 7.834 | N87.161E |
| C4 | 18.019 | 103.954 | 200.000 | 9.094 | S88.541W |
| C5 | 15.389 | 103.970 | 200.000 | 8.649 | N87.293W |

| Lot Curve Data: | | | | | |
|-----------------|---------|---------|---------|---------|-----------|
| CURVE | LENGTH | DELTA | PAVING | TANGENT | DIRECTION |
| C1 | 36.899 | 47.940 | 50.000 | 19.139 | N35.417W |
| C2 | 41.989 | 54.951 | 50.000 | 26.009 | N42.457E |
| C3 | 41.949 | 47.932 | 50.000 | 21.879 | S77.553E |
| C4 | 45.889 | 57.945 | 50.000 | 24.209 | N27.549E |
| C5 | 49.389 | 56.935 | 50.000 | 26.929 | N37.553E |
| C6 | 14.409 | 122.921 | 245.000 | 7.209 | N17.585E |
| C7 | 45.039 | 143.921 | 245.000 | 31.189 | N17.585E |
| C8 | 62.039 | 143.921 | 245.000 | 31.189 | N17.585E |
| C9 | 34.559 | 124.922 | 245.000 | 27.359 | N42.457E |
| C10 | 45.039 | 143.921 | 245.000 | 31.189 | N17.585E |
| C11 | 35.679 | 142.921 | 245.000 | 28.039 | N42.457E |
| C12 | 125.699 | 38.945 | 185.000 | 67.139 | N17.585E |
| C13 | 15.719 | 103.954 | 185.000 | 8.649 | N87.293W |
| C14 | 34.679 | 103.954 | 225.000 | 17.479 | N27.549E |
| C15 | 37.809 | 143.921 | 225.000 | 28.009 | N143.417W |
| C16 | 37.809 | 143.921 | 225.000 | 28.009 | N143.417W |
| C17 | 37.809 | 143.921 | 225.000 | 28.009 | N143.417W |
| C18 | 40.139 | 45.925 | 50.000 | 21.229 | S87.541E |
| C19 | 35.239 | 57.945 | 50.000 | 16.739 | N37.549E |
| C20 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C21 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C22 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C23 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C24 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C25 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C26 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C27 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C28 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C29 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C30 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C31 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C32 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C33 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C34 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C35 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C36 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C37 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C38 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C39 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C40 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C41 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C42 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C43 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C44 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C45 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C46 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C47 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C48 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C49 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C50 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C51 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C52 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |
| C53 | 37.649 | 30.935 | 50.000 | 16.739 | N37.549E |

SUBDIVISION DEVELOPER:
Arbor Land Corp.
10808 La Cabreah Lane
Fort Wayne, Indiana 46845
219-489-7095

SUBDIVISION ENGINEER



700 ACCORD ST. P.O. BOX 1000, INDIANAPOLIS, IN 46206
PHONE 352-4000 FAX 352-4000

By: *William J. Rousseau*

Prepared By Duane A. Brown

98
AUDITOR'S NUMBER

| | |
|-------------|-----------|
| Doc. No. | 980048885 |
| Receipt No. | 17936 |
| DCFD | 3.00 |
| PLAT | 20.00 |
| PLAT | 9.00 |
| Total | 32.00 |

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
TO THE PLAT OF TARTAN'S GLEN, SECTION II
A SUBDIVISION IN ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA

RECORDED
07/17/1998 15:58:14
RECORDER
VIRGINIA L. YOUNG
ALLEN COUNTY, IN

Plat Cab D Pg 26

Arbor Land Corp., an Indiana Corporation, by Orrin R. Sessions, its President, declares that it is the owner of the real estate shown and legally described in this plat ("Real Estate"), and lays off, plats and subdivides the Real Estate in accordance with the information shown on the certified plat attached to and incorporated herein, which shall be known and designated as Tartan's Glen, Section II, a Subdivision in St. Joseph Township, Allen County, Indiana.

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

The lots are numbered from 39 through 97 inclusive, and all dimensions are shown in feet and decimals of a foot on the Plat. All streets and easements specifically shown or described are expressly dedicated to public use for their usual and intended purposes.

PREFACE

Tartan's Glen, Section II is part of a tract of real estate which is currently planned to be subdivided into a maximum of 115 residential lots. In addition to the recordation of the Plat of this document, there will be recorded articles of incorporation of Tartan's Glen Community Association, Inc., it being Developer's intention that each Owner of a lot in Tartan's Glen, Section II will become a member of said Association, and be bound by its articles of incorporation and bylaws.

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

- 1.1 "Articles". The articles of incorporation adopted by the Association and approved by the Indiana Secretary of State, and all amendments to those articles.
- 1.2 "Association". Tartan's Glen Community Association, Inc., an Indiana nonprofit corporation, and its successors and assigns.
- 1.3 "Board of Directors". The duly elected board of directors of the Association.
- 1.4 "Bylaws". The bylaws adopted by Tartan's Glen Community Association, Inc., and all amendments to those bylaws.
- 1.5 "Committee". The Architectural Control Committee established under section 5 of the Covenants.
- 1.6 "Common Area". All real property owned by the Association for the common use and enjoyment of Owners.
- 1.7 "Covenants". This document and the restrictions, limitations and covenants imposed under it.
- 1.8 "Developer". Arbor Land Corp. and Kensington Builders, Inc., their respective successors and assigns, both Indiana corporations.
- 1.9 "Lot", and in plural form, "Lots". Any of the platted lots in the Plat, or any tract(s) of Real Estate which may consist of one or more Lots or part(s) of them upon which a residence is erected in accordance with the Covenants, or such further restrictions as may be imposed by any applicable zoning ordinance; provided, however, that no tract of land consisting of part of a Lot, or parts of more than one Lot, shall be considered a "Lot" under these Covenants unless the tract has a frontage of at least 60 feet in width at the established front building line as shown on the Plat.

98 6802
AUDITORS NUMBER

- 1 -

DULY ENTERED FOR TAXATION

JUL 17 1998

AUDITOR OF ALLEN COUNTY

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

1.11 "Plan Commission". The Allen County Plan Commission, or its successor agency.

1.12 "Plat". The recorded secondary plat of Tartan's Glen, Section II.

1.13 "Subdivision". The platted Subdivisions of Tartan's Glen, Section II.

Section 2. PROPERTY RIGHTS

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

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

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

2.1.3 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 Association's members. No such dedication or transfer shall be effective unless an instrument signed by at least two-thirds of each class of Association members agreeing to such dedication or transfer, is recorded.

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

Section 3. MEMBERSHIP AND VOTING RIGHTS

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

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

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

3.2.2 Class B. Class B membership consists of Developer. The Class B member shall be entitled to 230 votes less that number of votes which Class A members are entitled to exercise. Class B membership shall cease upon the happening of either of the following events, whichever occurs first:

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

3.2.2.2 on December 31, 2003.

Section 4. COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments.

Each Owner, except Developer, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as provided in these Covenants and the Bylaws. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be

the personal obligation of the person who was Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health and welfare of the residents in the Subdivision, and for the improvement of facilities in the Subdivision. In addition, assessments shall be levied to provide for the proportionate burden of the maintenance of the common impoundment basin into which the Subdivision's surface waters drain.

4.3 Maximum Annual Assessments. Until January 1 of the year immediately following the first conveyance by Developer of a Lot, the maximum annual assessment shall be Eighty-five Dollars (\$85.00) per Lot. Subsequent assessments may be made as follows:

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

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

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

4.5 Notice and Quorum For Any Action Authorized Under Subsection 4.3 and 4.4. Any action authorized under sections 4.3.2 and 4.4 shall be taken at a meeting of the Association called for the 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 percentage of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by an officer of the Association within 30 days of the date of such meeting.

4.6 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.

4.7 Date of Commencement of Annual Assessments/Due Dates. The annual assessments allowed under section 4.3 shall commence as to all Lots then subject to an assessment, on the first day of the month following the first conveyance of a Lot by Developer. The first annual assessment shall be pro rated 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 30 days in advance of the date the annual assessment is due. Written notice of the annual assessment shall be given to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether an assessment on a Lot has been paid.

4.8 Effect of Nonpayment of Assessment/Remedies of the Association.

4.8.1 Any assessment not paid within 30 days after its due date shall bear interest from the due date at the rate of 12% per annum, or at the legal rate of interest in Indiana, whichever is higher.

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

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

Section 5. ARCHITECTURAL CONTROL

5.1 No building, fence, wall, in-ground swimming pool, or other structure shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition, change, or alteration be made to a structure on a Lot until the plans and specifications showing the structure's nature, kind, shape, height, materials and location are submitted to and approved by the Architectural Control Committee in writing as to the structure's harmony of external design and location in relation to surrounding structures and topography in the Subdivision. The Committee shall be composed of three members, the first Committee members to be: Timothy C. Gough and Patrick F. Doyle. A majority of the Committee may appoint 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 appoint a successor.

5.2 The Committee shall have the exclusive authority and responsibility to review the plans for construction of all primary residences in the Subdivision. The Committee may delegate to the Board of Directors (or to such other entity designated in the Articles or Bylaws) the authority and responsibility to review plans for construction of fences and other structures (excluding primary dwellings) in the Subdivision. Such delegation shall be made in writing, signed by a majority of the Committee members, and delivered or mailed to the Association's registered office.

5.3 After primary residences are constructed on all Lots in the Subdivision, the Board of Directors (or other entity designated under its Articles or Bylaws) shall succeed to the Committee's responsibilities under this section 5 to review subsequent construction, modifications and additions of structures in the Subdivision.

5.4 In the event the Committee (or Board of Directors or other entity acting under this section 5), fails to approve or disapprove the design and location of a proposed structure within 30 days after said plans and specifications have been submitted to it, approval will not be required, and approval under this section 5 will be deemed to have been given.

Section 6. GENERAL PROVISIONS

6.1 Use. Lots may not be used except for single-family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family residence not to exceed two and one-half stories in height. Each residence shall include not less than a two-car garage, which shall be built as part of the residence and attached to it.

6.2 Dwelling Size. No residence shall be built on a Lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeways or garages, of less than 1,000 square feet for a one-story residence, or less than, 1,400 square feet of total living area (excluding one-story open porches, breezeways and garages) for a residence that has more than one story.

6.3 Building Lines. No structure shall be located on a Lot nearer to the front Lot line, or nearer to the side street line than the minimum building setback lines shown on the Plat. In any event, no building shall be located nearer than a distance of 7 feet to an interior Lot line. No dwelling shall be located on an interior Lot nearer than 25 feet to the rear Lot line for Lots 39, 43 through 71, 75 through 81 and 87 through 92 and 15 feet to the rear Lot line for Lots 40 through 42, 72 through 74, 82 through 86 and 93 through 97.

6.4 Minimum Lot Size. No residence shall be erected or placed on a Lot having a width of less than 60 feet at the minimum building setback line, nor shall any residence be erected or placed on any Lot having an area of less than 7,200 square feet.

6.5 Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and over the rear 7 feet of each Lot. No Owner shall erect on a Lot, or grant to any person, firm or corporation the right, license, or privilege to erect or use, or permit the use of, overhead wires, poles or overhead facilities of any kind for electrical telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing

in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any residence or other structure on a Lot connecting it to the electrical distribution system of any electric public utility shall be provided by the Owner of the Lot who constructs the residence or structure, and shall carry not less than 3 wires and have a capacity of not less than 200 amperes. Any public utility charged with the maintenance of underground installations shall have access to all easements in which said installations are located for operation, maintenance and replacement of service connections.

6.6 Surface Drainage Easements. Surface drainage easements and Common Area used for drainage purposes as shown on the Plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the surface of the Real Estate shall be constructed and maintained in an unobstructed condition, and the County Surveyor (or proper public authority having jurisdiction over storm drainage) shall have the right to determine if any obstruction exists, and to repair and maintain, or require such repair and maintenance, as shall be reasonably necessary to keep the conductors unobstructed.

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

6.8 Temporary Structures. No structure or assembly of a temporary character, including basement, tent, garage, shack, barn or other outbuilding, or of a moveable character, including boat or boat trailer, mobile or motor home, camper or camping trailer, shall be constructed, erected or located on any lot for any purpose, except basements constructed in connection with the construction and use of a single-family residence.

6.81 No use as residence. No structure or assembly, as defined in 6.8, and including basements, whether of a permanent or temporary nature (excepting completed residence buildings) shall be used as a residence at any time.

6.82 Outbuildings. Outbuildings, including barns, sheds, cabanas or other permanent outbuildings are not permitted on any lot without the approval of the Architectural Control Committee (or its designee under Section 5.2 and 5.3). If approved, the construction of such outbuildings shall be subject to the provisions of Section 5.

6.9 Outside Storage. No boat, boat trailer, recreational vehicle, motor home, truck, camper or any other wheeled vehicle shall be permitted to be parked ungaraged on a Lot for periods in excess of 48 hours, or for a period which in the aggregate is in excess of 8 days per calendar year. The term "truck" as used in this section 6.9 means every motor vehicle designed, used, or maintained primarily for the transportation of property, which is rated one-ton or more.

6.10 Free-Standing Poles. No clotheslines or clothes poles, or any other free standing, semi-permanent or permanent poles, rigs, or devices, regardless of purpose, with the exception of a flag pole displaying the United States flag, shall be constructed, erected, located or used on a Lot.

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

6.12 Antennas. No radio or television antenna with more than 24 square feet of grid area, or that attains a height in excess of 6 feet above the highest point of the roof of a residence, shall be attached to a residence on a Lot. No free-standing radio or television antenna shall be permitted on a Lot. No solar panels (attached, detached or free-standing) are permitted on a Lot. No satellite receiving disk or dish in excess of 20 inches in diameter shall be permitted on a Lot, provided however, that the installation and location thereof must be approved by the Committee under Section 5.

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

6.14 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on a Lot, except that dogs, cats or other household pets may be kept in reasonable number, and provided that they are not kept, bred or maintained for any commercial purpose.

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

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

6.17 Driveways. All driveways on Lots from the street to the garage shall be poured concrete, not less than 16 feet in width.

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

6.19 Street Utility Easements. In addition to the utility easements designated in this document, easements in the streets, as shown on the Plat, are reserved and granted to all public utility companies, the owners of the Real Estate and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove every type of gas main, water main and sewer main (sanitary and storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction over the Subdivision as to maintenance and repair of said streets.

6.20 Storm Water Runoff. No rain and storm water runoff or such things as roof water, street pavement and surface water caused by natural precipitation, shall at any time be discharged or permitted to flow into the sanitary sewage system serving the Subdivision, which shall be a separate sewer system from the storm water and surface water runoff sewer system. No sanitary sewage shall at any time be discharged or permitted to flow into the Subdivision's storm and surface water runoff sewer system.

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

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

6.23 Enforcement. The Association, Developer and any Owner (individually or collectively) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or subsequently imposed by the provisions of these Covenants. Failure by the Association, Developer or an Owner to enforce any provisions in the Covenants shall in no event be deemed a waiver of the right to do so later.

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

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

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

6.26.1 After primary residences are constructed on all Lots in the Subdivision and certificates of compliance are issued by the Plan Commission for such residences, in order to amend a provision of these Covenants, an amendatory document must be signed by the Owners of at least 75% of the Lots in the Subdivision and by the owners of at least 75% of the lots in the future sections, if any, of Tartan's Glen, Section 1. For purposes of this section 6.26.1, the term "owner" shall have the same meaning with respect to Lots in such future sections, as the term "Owner" is defined in section 1.10.

