

Doc. No. 201030123  
 Receipt No. 13403  
 DEED 3.00  
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 Total 29.00

RECORDED  
 05/10/2001 14:12:56  
 RECORDER  
 PATRICIA J CRICK  
 ALLEN COUNTY, IN

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
 REAL ESTATE IN PART OF THE SOUTHWEST QUARTER OF THE  
 NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 31 NORTH,  
 RANGE 12 EAST, IN ALLEN COUNTY, INDIANA

WHEREAS, R & L PROPERTIES, L.L.P. is the "Developer" of the following described "Real Estate" in Allen County, Indiana, more particularly described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof by reference.

WHEREAS, said Real Estate is commonly known as Huguenard Industrial Park; and

WHEREAS, the undersigned Developer is desirous of imposing certain covenants, conditions and restrictions on said Real Estate to provide for the harmonious and best use of said Real Estate, and to provide for the development of an industrial park with the same advantages and characteristics as are normally provided in such commercial developments.

NOW THEREFORE, the undersigned hereby declares that the above-described Real Estate shall be subject to and impressed with the covenants, conditions and restrictions herein set out and shall be a part of each and every conveyance or lease of any tract or parcel of the above-described Real Estate.

The provisions herein contained are for the mutual benefit and protection of the owners, present or future, of any and all tracts or parcels of the Real Estate; and they shall run with the land and inure to the benefit of and be enforceable by the owner, or owners, of any tract or parcel, their respective legal representatives, heirs, successors, grantees and assigns. The owner, or owners, present or future, of any tract or parcel shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and also damages for any injuries resulting from any violation thereof; but there shall be no right or reversion or forfeiture of title resulting from such violation. *Neck*

These covenants, conditions, restrictions and reservations may be altered, added to or amended by the Developer, who will have the exclusive right to alter these restrictions, for a period of ten (10) years following the recording of these restrictions or until one hundred percent (100%) of the property has been conveyed, whichever comes sooner. Thereafter these restrictions may be altered by written agreement of the owners of sixty percent (60%) of the land, exclusive of common area. None of the

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

MAY 10 2001

*[Signature]*  
 AUDITOR OF ALLEN COUNTY

01 2956  
 AUDITORS NUMBER

*Smith & Ferguson Inc.*

*29*  
*29*

restrictions, etc., may be amended or altered to violate applicable zoning ordinances. Enforcement of these conditions, restrictions and reservations shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any condition, restriction or reservation either to restrain violation or to recover damages, or for any other legal or equitable relief maintainable by an aggrieved owner. Invalidation of any one of these conditions, restrictions or reservations by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

### DEFINITIONS

A. "Association" shall mean and refer to the HUGUENARD INDUSTRIAL PARK ASSOCIATION, INC., a non-profit corporation to be formed under the laws of the State of Indiana by the Developer for the Owners of property in Huguenard Industrial Park.

B. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any parcel of real estate which is a part of the Subdivision; provided, however, that with respect to any parcel of real estate subject to a contract for conditional sale of real estate, the contract purchaser, rather than the holder of the fee simple title, shall be deemed the Owner.

C. "Lot" shall mean any tract or tracts of land as conveyed originally or by subsequent Developer, which must be at least 1.8 acres in size. An owner may combine Lots to form one larger Lot.

D. "Developer" shall mean R & L Properties, L.L.P., its successor or successors in interest as such Developer, as designated by it or its successors.

E. "Subdivision" shall mean Huguenard Industrial Park.

### ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. Every Owner of a Lot in Huguenard Industrial Park shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot.

B. The total number of votes for all members of the Association (Owners) shall be one hundred (100), and each Owner shall be entitled to cast a number of votes equal to the Owner's percentage of square footage that Owner's improvements (buildings) represents of the total square footage of improvements within Huguenard Industrial Park, (i.e. If an Owner's building represents 10% of the total building improvement within the Huguenard Industrial Park, then said Owner shall be entitled to 10 votes).

### COVENANT FOR MAINTENANCE ASSESSMENTS

A. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot in Huguenard Industrial Park, exclusive of Developer, hereby covenants, and each Owner of any Lot, and by acceptance of a deed therefor whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. All of the aforesaid assessments are to be established and collected as hereinafter provided. All assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent

assessments shall not pass to his successors in title unless expressly assumed by them.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to maintain the common area, property and facilities within Huguenard Industrial Park.

C. Assessments will be levied upon the Lots pro rata, based upon the square footage of improvements.

### EASEMENTS

Easements for utilities and surface drainage are reserved and dedicated over and across strips ten (10) feet in width, along and adjacent to each boundary of a Lot. Easements for utilities and surface drainage are also reserved and dedicated as indicated on the utility site plan attached hereto as Exhibit B.

### ARCHITECTURAL REVIEW PROCESS:

A. The "Architectural Review Committee" (ARC) shall review building plans, site and landscaping plans submitted by lot owners of the Huguenard Industrial Park (HIP). The following guidelines have been established to guide the ARC's actions and are subject to amendment by the HIP Developer. All plans must be approved by the ARC prior to construction in the HIP.

B. The Architectural Review Process, to be conducted for the development of each parcel within the Huguenard Industrial Park, shall consist of an initial and a final stage. The initial stage will be administrative in nature, intended to determine if the final development plans submitted are in conformance with provisions of the initial submittal. The lot owner is encouraged to submit as much detailed information as possible with the initial submittal.

#### 1. Initial Review Stage

- a. One (1) set of preliminary drawing shall be submitted to the ARC
- b. The preliminary drawings my include the following information:
  - (1) Building floor plans
  - (2) Building Elevations
  - (3) Descriptions of material to be used on the exterior building elevations and their locations on the building.
  - (4) Overall Building Dimensions
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  - (9) Sign locations and sizes
  - (10) Locations, type of light fixtures on the site plan.

2. Final Review

- a. Three (3) sets of final drawings and specifications shall be submitted to the ARC.
- b. In addition to the requirements of paragraph 1.B.1.b. above, the drawings and specifications shall include
  - (1) Complete drawings and specifications in the same form as submitted to the Indiana Department of Fire Prevention and Building Safety for construction release.
  - (2) Complete site plan drawings and specifications for sanitary sewers and water lines in the same form as submitted to the Indiana Department of Environmental Management for construction release. Site plans shall also show final locations, sizes, elevations and materials for storm sewers and other utility lines as well as existing and proposed easements.
  - (3) Final landscaping and signage drawings.
  - (4) Building construction plans must be designed and certified by a registered Architect.
  - (5) Site Construction drawings shall be stamped and signed by a Professional Engineer licensed to perform work in the state of Indiana.
  - (6) The ARC shall have ten (10) business days from the date of submittal of initial plans to either accept, or reject or request modifications to the lot owner plan.
  - (7) The ARC shall have twelve (12) business days from the date of submittal of final plans to either accept, reject or request modifications to the lot owner plans.

SITE COVERAGE

- A. Minimum lot size shall be 1.8 Acres.
- B. On all lots, a minimum of 20% of the lot area shall be left as landscaped area.

MINIMUM BUILDING SETBACKS

- A. For the purposes of these covenants, the street face of a building is defined as the face on the front of a building facing the primary access street which services the building site.
- B. Building restriction lines (building setback lines will be required as follows):
  1. Front yard with street frontage-30 feet from lot line.
  2. Side yard with street frontage-30 feet from lot line
  3. Side and rear yard without street frontage-10 feet from lot line.

MAXIMUM BUILDING HEIGHT

- A. Except as approved by the ARC and/or where noted below, building height may not exceed 40 feet, measured from the finished floor to the parapet or the tallest structure on the building, including any equipment.

- B. Antennae and satellite dishes may be permitted on the tops of buildings when approved by the ARC. Small building-mounted antenna may be installed without ARC's approval.

### ARCHITECTURAL CONTROLS

#### A. Building Materials

1. The following exterior building materials are acceptable for offices and street faces of buildings in Huguenard Industrial Park:
  - a. Masonry: brick, blocks, stone, granite, limestone, Precast Concrete
  - b. Glass: insulated, un-insulated, safety, color-tinted, reflective
  - c. Metal – pre-engineered metal buildings with fluted metal siding
  - d. Roofing: 20 year guarantee, build-up membranes, single ply or metal
  - e. Curtain walls: aluminum with anodized, baked enamel finishes; other finished metals
  - f. Doors: painted steel, fiberglass, aluminum, other finished metal (Wood doors for decorative office entrance)
  - g. Other: aggregate, fiberglass
  - h. Canopies: subject to ARC's approval

### MECHANICAL SYSTEMS

A. HVAC units or mechanical processors/collectors may be located on building roofs or may be ground-mounted. All exhaust vents and fans on roofs shall be fully screened by parapets.

B. HVAC units and similar or related machinery, whether located on building roofs or ground-mounted, shall be permanently screened from view from any internal street adjoining the individual lot.

### LOADING/DOCKING AREAS

A. Loading docks shall be permitted on the street face(s) of buildings.

B. Loading dock doors shall be overhead type doors made of fiberglass or steel.

### LANDSCAPING

A. Lot Owner shall submit initial and final landscaping plans which shall indicate the locations of new and existing plant material. The drawings shall identify the generic types of new Plant material.

B. Landscaping shall consist of lawns, ground covers, earth forms, shade trees, ornamental trees, shrubs and shrub masses. These elements shall be placed to screen unattractive site elements and views such as parking, services, storage and refuse areas. Landscaping should also be used to highlight building entrances and architecture.

C. Neither functional nor ornamental ponds shall be permitted on individual lots in the Huguenard Industrial Park.

D. Landscaping shall be required inside required building setback yards. Landscape easements may be required of parcels adjacent to the project entries to ensure an adequate buffer.

1. Along street frontage, the first 10 feet beyond the lot line shall be a landscaped area.
2. Along side and rear yards, the first 5 feet along the lot line shall be landscaped. If a parking area is located in the side or rear yards, the minimum landscaped area will be 10 feet.
3. Along rear yards of perimeter lots, the first 10 feet along the proposed road right-of-way shall be landscaped.
4. With the exception of the entrance drives, parking and drives may not be located within any required landscape areas.

#### SITE LIGHTING

A. Freestanding light fixtures adjacent to exterior drives and parking lots shall be of the same style as the existing Huguenard Industrial Park roadway lighting fixtures.

B. Excessive light from exterior lighting shall be prohibited from falling onto adjacent properties and public roadways.

#### SIGNS

A. One major freestanding sign shall be permitted for each lot. The freestanding sign shall be limited to 3 vertical and 4 horizontal feet in size, and shall be ground-mounted. The bottom of the sign shall be no higher than 24" above the top of pavement elevation of the Huguenard Industrial Park street closest to the sign. The sign may be located within a landscaping area with the approval of the ARC. On-site directional signs, limited to 5 square feet per face, are permitted with ARC approval.

B. Signs attached to building shall be permitted based on one additional building-mounted sign (only) on the street side of the building. Sign size(s) and locations(s) shall be in accordance with Allen County zoning ordinances.

C. Permitted sign materials are concrete, stone, masonry, and non-rusting metal. Painted wood is permitted with ARC's approval.

#### FUEL STORAGE

Fuel storage, liquid storage and hazardous material storage facilities all are constructed as per federal, state and local requirements. All storage areas shall be above ground and shall be screened from the street face(s) of the building. Storage facilities shall be no higher than the highest building elevation.

#### REFUSE COLLECTION

Large trash receptacles (dumpsters) shall be located on concrete pads. Trash collection areas and receptacles shall be properly screened by landscaping materials.

## STREETS AND SIDEWALKS

A. All tracts shall be accessed from internal streets, no direct access shall be permitted to any individual lots from Huguenard or Ludwig Road. Entrance drives to individual lots shall be as far away as possible from roadway intersections. If existing tree or light posts block proposed driveway locations, the trees or light posts shall be relocated at the lot owners expense.

B. Existing Huguenard Industrial Park roadways shall not be disturbed or damaged. Crossing of paved roadways by utilities or other uses shall be by underground boring methods. The roadway shall not be cut.

C. Sidewalks shall be constructed of concrete or exterior masonry unit pavers. Sidewalks shall be a minimum of 4 inches thick and 48 inches wide.

## PARKING AREAS

A. In parking areas, paving shall be of concrete or asphalt in thickness appropriate to their uses. Except during construction, stone or gravel shall not be a permitted as drive or parking area-paving material.

B. Parking spaces for persons with disabilities shall be located as close as possible to building entrances per Federal, State and local regulations.

## MISCELLANEOUS

A. Solar Collection devices are permitted with ARC approval.

B. All utility connections shall be underground

C. Any outdoor storage area shall be properly screened from the street face of the building and shall be maintained in a clean and presentable manner.

D. All lots will be subject to public utility easements.

E. Fences that are in compliance with Allen County's Zoning Ordinance are permitted on individual lots.

F. The covenants and restrictions herein contained shall run with the land, and be effective for a terms of twenty (20) years from the date these covenants and restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years.

G. Attorney Fees and Related Expenses. In the event Developer, or an Owner, is successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, or charge now or subsequently imposed by the provisions of these covenants, the successful party shall be entitled to recover from the party against whom the proceeding was brought, the attorney fees and related costs and expenses incurred in such proceeding.

EXHIBIT A - LEGAL DESCRIPTION

Part of the Southwest Quarter of the Northwest Quarter of Section 16, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to wit:

BEGINNING at a railroad spike set on the West line of said Northwest Quarter, North 00 degrees, 00 minutes, 00 seconds East (assumed bearing and is the basis of all bearings relative this description), a distance of 184.00 feet from a rebar found monumenting the Southwest corner of said Northwest Quarter; thence North 00 degrees, 00 minutes, 00 seconds East along the West line of said Northwest Quarter, being within the right-of-way of Huguenard Road, a distance of 1144.45 feet to a P.K. nail found monumenting the Northwest corner of the Southwest Quarter of said Northwest Quarter, said P.K. nail being located South 00 degrees, 00 minutes, 00 seconds West, a distance of 1328.45 feet from a brass plug found monumenting the Northwest corner of said Northwest Quarter; thence North 89 degrees, 23 minutes, 02 seconds East along the North line of the Southwest Quarter of said Northwest Quarter, a distance of 1237.44 feet to a rebar found monumenting the Northeast corner of the Southwest Quarter of said Northwest Quarter; thence South 00 degrees, 33 minutes, 40 seconds East along the East line of the Southwest Quarter of said Northwest Quarter, a distance of 1324.76 feet to a rebar found monumenting the Southeast corner of the Southwest Quarter of said Northwest Quarter, said rebar being located South 89 degrees, 13 minutes, 05 seconds West, a distance of 1246.83 feet from a P.K. nail found monumenting the Southeast corner of said Northwest Quarter; thence South 89 degrees, 13 minutes, 05 seconds West along said South line, being within the right-of-way of Ludwig Road, a distance of 25.09 feet to a railroad spike set; thence North 01 degree, 03 minutes, 41 seconds West, a distance of 176.43 feet to a rebar found; thence South 89 degrees, 08 minutes, 27 seconds West, a distance of 586.31 feet to an iron pipe found; thence South 00 degrees, 01 minute, 41 seconds East, a distance of 175.65 feet to a railroad spike set on the South line of said Northwest Quarter; thence South 89 degrees, 13 minutes, 05 seconds West along said South line, being within the right-of-way of Ludwig Road, a distance of 465.90 feet to a railroad spike set; thence North 00 degrees, 00 minutes, 00 seconds East and parallel with the West line of said Northwest Quarter, a distance of 150.00 feet to a rebar set; thence South 89 degrees, 13 minutes, 05 seconds West and parallel with the South line of said Northwest Quarter, a distance of 32.00 feet to a rebar set; thence North

Continued on next page

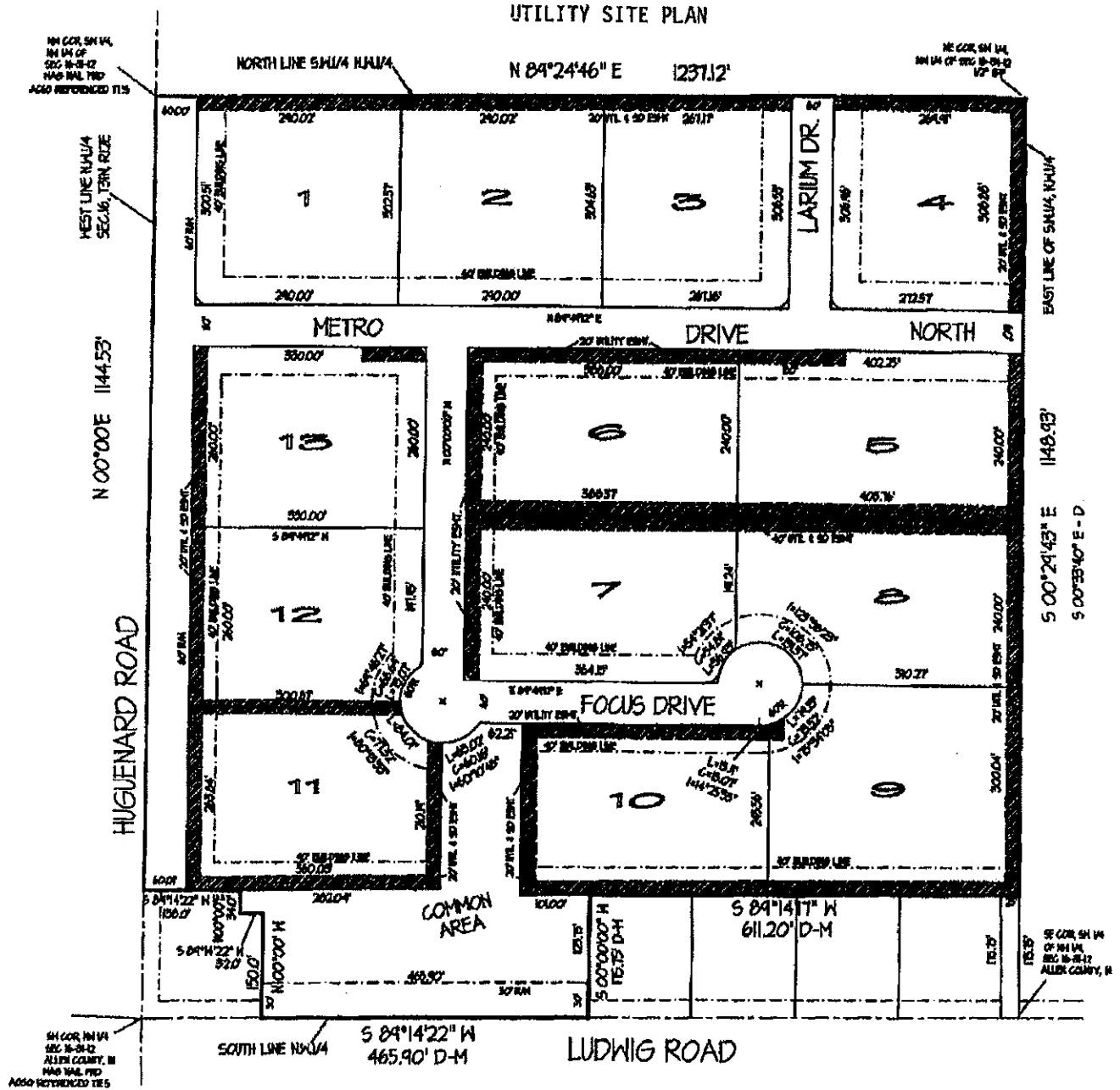


EXHIBIT A - CONT'D

00 degrees, 00 minutes, 00 seconds East and parallel with the West line of said Northwest Quarter, a distance of 34.00 feet to a rebar set; thence South 89 degrees, 13 minutes, 05 seconds West and parallel with the South line of said Northwest Quarter, a distance of 138.00 feet to the point of beginning, containing 34.814 acres of land, more or less.

END OF EXHIBIT A

EXHIBIT "B"  
UTILITY SITE PLAN



SECONDARY PLAT  
OF  
HUGUENARD INDUSTRIAL PARK



IN WITNESS WHEREOF, Developer has caused this instrument to be executed this 29<sup>th</sup> day of JUNE, 2000.

R & L PROPERTIES, L.L.P.

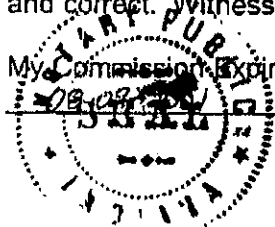
BY: THE ROEBEL FAMILY PARTNERSHIP, managing partner

By: [Signature]  
William F. Roebel, General Partner

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF ALLEN     )

Before me, the undersigned, a Notary Public in and for said County and State, this 29<sup>th</sup> day of JUNE, 2000, personally appeared William F. Roebel, General Partner of The Roebel Family Partnership, Managing Partner of R & L Properties, L.L.P., who acknowledged the execution of the foregoing instrument for and on behalf of said partnership and by authority of its partners, and who, under the penalties of perjury, affirmed and stated that the facts and matters therein set forth are true and correct. Witness my hand and notarial seal.

My Commission Expires: 09-08-2004



Demova S. Curson  
Notary Public  
Printed DEMOVA S. CURSON  
County of Residence ALLEN

This instrument prepared by Charles D. Bash, Attorney, 803 S. Calhoun Street, Suite 500, Fort Wayne, Indiana 46802.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
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 ALLEN COUNTY, IN

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WHEREAS, the undersigned Developer is desirous of imposing certain covenants, conditions and restrictions on said Real Estate to provide for the harmonious and best use of said Real Estate, and to provide for the development of an industrial park with the same advantages and characteristics as are normally provided in such commercial developments.

NOW THEREFORE, the undersigned hereby declares that the above-described Real Estate shall be subject to and impressed with the covenants, conditions and restrictions herein set out and shall be a part of each and every conveyance or lease of any tract or parcel of the above-described Real Estate.

The provisions herein contained are for the mutual benefit and protection of the owners, present or future, of any and all tracts or parcels of the Real Estate; and they shall run with the land and inure to the benefit of and be enforceable by the owner, or owners, of any tract or parcel, their respective legal representatives, heirs, successors, grantees and assigns. The owner, or owners, present or future, of any tract or parcel shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and also damages for any injuries resulting from any violation thereof; but there shall be no right or reversion or forfeiture of title resulting from such violation.

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\*\*This Document is rerecorded to correct the Section number in the Leading.\*\*

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 to final acceptance for transfer.

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Submitted for signature

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- A. Except as approved by the ARC and/or where noted below, building height may not exceed 40 feet, measured from the finished floor to the parapet or the tallest structure on the building, including any equipment.

B. Antennae and satellite dishes may be permitted on the tops of buildings when approved by the ARC. Small building-mounted antenna may be installed without ARC's approval.

### ARCHITECTURAL CONTROLS

#### A. Building Materials

1. The following exterior building materials are acceptable for offices and street faces of buildings in Huguenard Industrial Park:
  - a. Masonry: brick, blocks, stone, granite, limestone, Precast Concrete
  - b. Glass: insulated, un-insulated, safety, color-tinted, reflective
  - c. Metal – pre-engineered metal buildings with fluted metal siding
  - d. Roofing: 20 year guarantee, build-up membranes, single ply or metal
  - e. Curtain walls: aluminum with anodized, baked enamel finishes; other finished metals
  - f. Doors: painted steel, fiberglass, aluminum, other finished metal (Wood doors for decorative office entrance)
  - g. Other: aggregate, fiberglass
  - h. Canopies: subject to ARC's approval

### MECHANICAL SYSTEMS

A. HVAC units or mechanical processors/collectors may be located on building roofs or may be ground-mounted. All exhaust vents and fans on roofs shall be fully screened by parapets.

B. HVAC units and similar or related machinery, whether located on building roofs or ground-mounted, shall be permanently screened from view from any internal street adjoining the individual lot.

### LOADING/DOCKING AREAS

A. Loading docks shall be permitted on the street face(s) of buildings.

B. Loading dock doors shall be overhead type doors made of fiberglass or steel.

### LANDSCAPING

A. Lot Owner shall submit initial and final landscaping plans which shall indicate the locations of new and existing plant material. The drawings shall identify the generic types of new Plant material.

B. Landscaping shall consist of lawns, ground covers, earth forms, shade trees, ornamental trees, shrubs and shrub masses. These elements shall be placed to screen unattractive site elements and views such as parking, services, storage and refuse areas. Landscaping should also be used to highlight building entrances and architecture.

C. Neither functional nor ornamental ponds shall be permitted on individual lots in the Huguenard Industrial Park.

D. Landscaping shall be required inside required building setback yards. Landscape easements may be required of parcels adjacent to the project entries to ensure an adequate buffer.



1. Along street frontage, the first 10 feet beyond the lot line shall be a landscaped area.
2. Along side and rear yards, the first 5 feet along the lot line shall be landscaped. If a parking area is located in the side or rear yards, the minimum landscaped area will be 10 feet.
3. Along rear yards of perimeter lots, the first 10 feet along the proposed road right-of-way shall be landscaped.
4. With the exception of the entrance drives, parking and drives may not be located within any required landscape areas.

#### SITE LIGHTING

- A. Freestanding light fixtures adjacent to exterior drives and parking lots shall be of the same style as the existing Huguenard Industrial Park roadway lighting fixtures.
- B. Excessive light from exterior lighting shall be prohibited from falling onto adjacent properties and public roadways.

#### SIGNS

- A. One major freestanding sign shall be permitted for each lot. The freestanding sign shall be limited to 3 vertical and 4 horizontal feet in size, and shall be ground-mounted. The bottom of the sign shall be no higher than 24" above the top of pavement elevation of the Huguenard Industrial Park street closest to the sign. The sign may be located within a landscaping area with the approval of the ARC. On-site directional signs, limited to 5 square feet per face, are permitted with ARC approval.
- B. Signs attached to building shall be permitted based on one additional building-mounted sign (only) on the street side of the building. Sign size(s) and locations(s) shall be in accordance with Allen County zoning ordinances.
- C. Permitted sign materials are concrete, stone, masonry, and non-rusting metal. Painted wood is permitted with ARC's approval.

#### FUEL STORAGE

Fuel storage, liquid storage and hazardous material storage facilities all are constructed as per federal, state and local requirements. All storage areas shall be above ground and shall be screened from the street face(s) of the building. Storage facilities shall be no higher than the highest building elevation.

#### REFUSE COLLECTION

Large trash receptacles (dumpsters) shall be located on concrete pads. Trash collection areas and receptacles shall be properly screened by landscaping materials.

## STREETS AND SIDEWALKS

A. All tracts shall be accessed from internal streets, no direct access shall be permitted to any individual lots from Huguenard or Ludwig Road. Entrance drives to individual lots shall be as far away as possible from roadway intersections. If existing tree or light posts block proposed driveway locations, the trees or light posts shall be relocated at the lot owners expense.

B. Existing Huguenard Industrial Park roadways shall not be disturbed or damaged. Crossing of paved roadways by utilities or other uses shall be by underground boring methods. The roadway shall not be cut.

C. Sidewalks shall be constructed of concrete or exterior masonry unit pavers. Sidewalks shall be a minimum of 4 inches thick and 48 inches wide.

## PARKING AREAS

A. In parking areas, paving shall be of concrete or asphalt in thickness appropriate to their uses. Except during construction, stone or gravel shall not be a permitted as drive or parking area-paving material.

B. Parking spaces for persons with disabilities shall be located as close as possible to building entrances per Federal, State and local regulations.

## MISCELLANEOUS

A. Solar Collection devices are permitted with ARC approval.

B. All utility connections shall be underground

C. Any outdoor storage area shall be properly screened from the street face of the building and shall be maintained in a clean and presentable manner.

D. All lots will be subject to public utility easements.

E. Fences that are in compliance with Allen County's Zoning Ordinance are permitted on individual lots.

F. The covenants and restrictions herein contained shall run with the land, and be effective for a terms of twenty (20) years from the date these covenants and restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years.

G. Attorney Fees and Related Expenses. In the event Developer, or an Owner, is successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, or charge now or subsequently imposed by the provisions of these covenants, the successful party shall be entitled to recover from the party against whom the proceeding was brought, the attorney fees and related costs and expenses incurred in such proceeding.

EXHIBIT A - LEGAL DESCRIPTION

Part of the Southwest Quarter of the Northwest Quarter of Section 16, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to wit:

BEGINNING at a railroad spike set on the West line of said Northwest Quarter, North 00 degrees, 00 minutes, 00 seconds East (assumed bearing and is the basis of all bearings relative this description), a distance of 184.00 feet from a rebar found monumenting the Southwest corner of said Northwest Quarter; thence North 00 degrees, 00 minutes, 00 seconds East along the West line of said Northwest Quarter, being within the right-of-way of Huguenard Road, a distance of 1144.45 feet to a P.K. nail found monumenting the Northwest corner of the Southwest Quarter of said Northwest Quarter, said P.K. nail being located South 00 degrees, 00 minutes, 00 seconds West, a distance of 1328.45 feet from a brass plug found monumenting the Northwest corner of said Northwest Quarter; thence North 89 degrees, 23 minutes, 02 seconds East along the North line of the Southwest Quarter of said Northwest Quarter, a distance of 1237.44 feet to a rebar found monumenting the Northeast corner of the Southwest Quarter of said Northwest Quarter; thence South 00 degrees, 33 minutes, 40 seconds East along the East line of the Southwest Quarter of said Northwest Quarter, a distance of 1324.76 feet to a rebar found monumenting the Southeast corner of the Southwest Quarter of said Northwest Quarter, said rebar being located South 89 degrees, 13 minutes, 05 seconds West, a distance of 1246.83 feet from a P.K. nail found monumenting the Southeast corner of said Northwest Quarter; thence South 89 degrees, 13 minutes, 05 seconds West along said South line, being within the right-of-way of Ludwig Road, a distance of 25.09 feet to a railroad spike set; thence North 01 degree, 03 minutes, 41 seconds West, a distance of 176.43 feet to a rebar found; thence South 89 degrees, 08 minutes, 27 seconds West, a distance of 586.31 feet to an iron pipe found; thence South 00 degrees, 01 minute, 41 seconds East, a distance of 175.65 feet to a railroad spike set on the South line of said Northwest Quarter; thence South 89 degrees, 13 minutes, 05 seconds West along said South line, being within the right-of-way of Ludwig Road, a distance of 465.90 feet to a railroad spike set; thence North 00 degrees, 00 minutes, 00 seconds East and parallel with the West line of said Northwest Quarter, a distance of 150.00 feet to a rebar set; thence South 89 degrees, 13 minutes, 05 seconds West and parallel with the South line of said Northwest Quarter, a distance of 32.00 feet to a rebar set; thence North

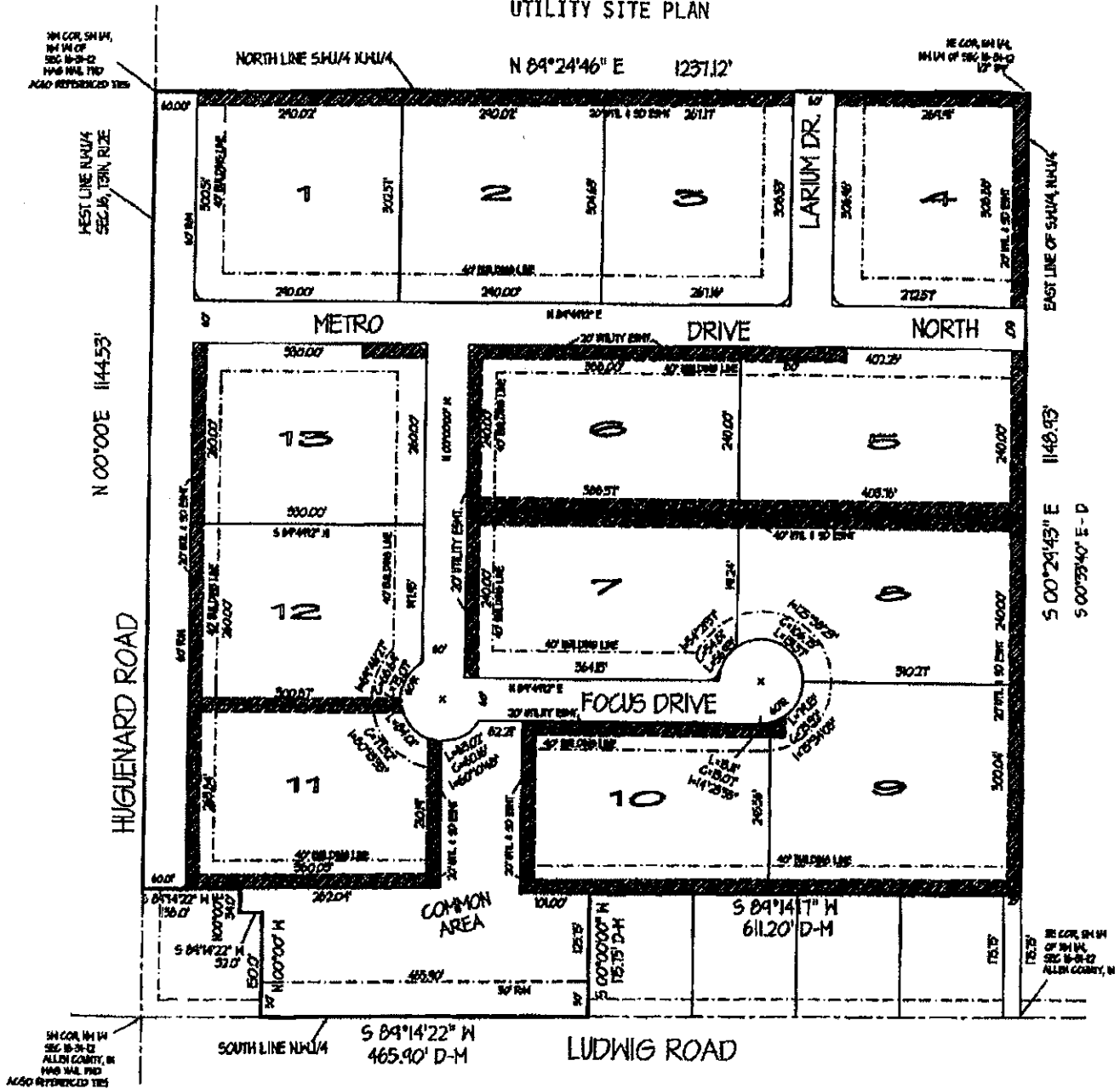
Continued on next page

EXHIBIT A - CONT'D

00 degrees, 00 minutes, 00 seconds East and parallel with the West line of said Northwest Quarter, a distance of 34.00 feet to a rebar set; thence South 89 degrees, 13 minutes, 05 seconds West and parallel with the South line of said Northwest Quarter, a distance of 138.00 feet to the point of beginning, containing 34.814 acres of land, more or less.

END OF EXHIBIT A

EXHIBIT "B"  
UTILITY SITE PLAN



SECONDARY FLAT  
OF  
HUGUENARD INDUSTRIAL PARK



IN WITNESS WHEREOF, Developer has caused this instrument to be executed this 29<sup>th</sup> day of JUNE, 2000.

R & L PROPERTIES, L.L.P.

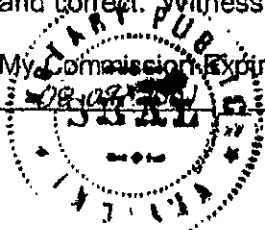
BY: THE ROEBEL FAMILY PARTNERSHIP, managing partner

By: [Signature]  
William F. Roebel, General Partner

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF ALLEN     )

Before me, the undersigned, a Notary Public in and for said County and State, this 29<sup>th</sup> day of JUNE, 2000, personally appeared William F. Roebel, General Partner of The Roebel Family Partnership, Managing Partner of R & L Properties, L.L.P., who acknowledged the execution of the foregoing instrument for and on behalf of said partnership and by authority of its partners, and who, under the penalties of perjury, affirmed and stated that the facts and matters therein set forth are true and correct. Witness my hand and notarial seal.

My Commission Expires: 08-08-2004



Demova S. Curson  
Notary Public  
Printed DEMOVA S. CURSON  
County of Residence ALLEN

This instrument prepared by Charles D. Bash, Attorney, 803 S. Calhoun Street, Suite 500, Fort Wayne, Indiana 46802.

F:\DATA\W\WINDIAN\A\REAL ESTATE\RESTRICT.COV\HUGUENAR.RES

**FIRST AMENDMENT TO THE PROTECTIVE COVENANTS APPENDED TO AND  
MADE PART OF THE LOT LAYOUT FOR THE HUGUENARD INDUSTRIAL  
PARK, INDUSTRIAL SUBDIVISION IN ALLEN COUNTY, INDIANA**

RECORDED  
07/19/2001 13:34:03  
RECORDER  
PATRICIA J CRICK  
ALLEN COUNTY, IN

The undersigned, being the Owner, as such term is defined in the Dedication, Protective Restrictions, Covenants, Limitations, Easements, and Approvals Appended to and made a part of the Lot Layout of Huguenard Industrial Park, a subdivision in Allen County, Indian ("Protective Covenants") recorded in the office of the Recorder of Allen County, Indiana as Document Number 201030123, hereby amend the Protective Covenants as follows:

Doc. No.	Receipt No.	201050085
COPY		3.00
DCFD		3.00
MTSL		10.00
MTSL		1.00
Total		17.00

1. Section entitled "Minimum Building Setbacks" part B shall be removed and replaced with the following "Part B" to read as follows:

**Part B** Building restriction lines and setback lines will be required. All building restriction and setback lines shall be observed pursuant to the lot layout drawing attached hereto entitled "exhibit C".

2. All other terms and provisions of the Protective Covenants shall remain in full force and effect and shall not be altered or modified except as specifically set forth in this Amendment.

IN WITNESS WHEREOF, the undersigned Developer does hereby execute this Amendment to said Protective Covenants as its voluntary act and deed on the date written below.

Dated: July 17, 2001

R & L Properties, LLP

by: [Signature]  
William F. Roebel, General Partner

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

JUL 19 2001

[Signature]  
AUDITOR OF ALLEN COUNTY

R & L Properties LLP.  
7337 W. Jefferson Blvd Ste 200  
46804




State of Indiana )  
 )  
County of Allen)

Before me, the undersigned, a Notary Public in and for said County and State, this 17TH day of JULY, 2001, personally appeared William F. Roebel, General Partner of R & L Properties, LLP., to me known to be such officer of said partnership, and acknowledged the execution of the foregoing Amendment for and on behalf of said partnership and by its authority.

WITNESS my hand and notarial seal.

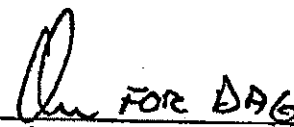
My Commission Expires:

6-27-2007

  
Catherine S. Nagel  
Residing in Allen County



ALLEN COUNTY PLAN COMMISSION

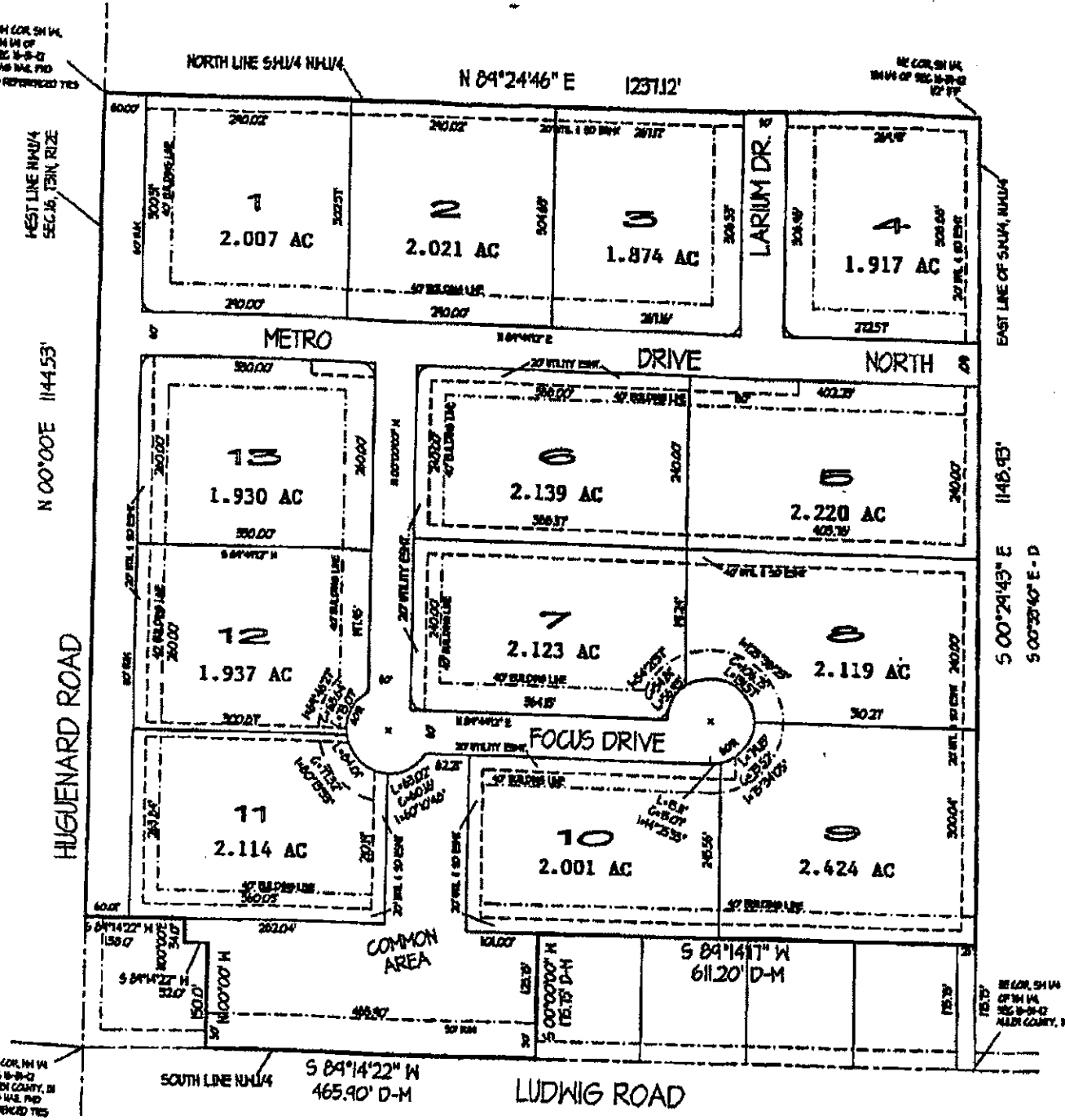
BY:   
Dennis A. Gordon, AICP  
Executive Director

Prepared By: Greg Roebel, Partner





# SECONDARY PLAT of HUGUENARD INDUSTRIAL PARK



#204046194

Doc. No. 204046194  
Receipt No. 20969  
DCED 3.00  
MISL 8.00  
MISL 1.00  
Total 12.00

RECORDED  
06/21/2004 11:51:41

RECORDER  
PATRICIA J CRICK  
ALLEN COUNTY, IN

Wad

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR REAL ESTATE KNOWN AS HUGUENARD INDUSTRIAL  
PARK, BEING IN THE SOUTHWEST QUARTER OF THE NORTHWEST  
QUARTER OF SECTION 16, TOWNSHIP 31 NORTH, RANGE 12 EAST,  
ALLEN COUNTY, INDIANA

WHEREAS, the undersigned is the Developer of the Real Estate subject to the Declaration of Covenants, Conditions and Restrictions recorded May 10, 2001 as Document Number 201030123, and rerecorded June 15, 2001, as Document Number 201040967, in the Office of the Recorder of Allen County, Indiana, and

WHEREAS, said Declaration in the last paragraph on the first page provides for amendment by the Developer for a period of ten (10) years, or until one hundred percent (100%) sold, neither of which has occurred;

NOW THEREFORE, the undersigned does hereby make and affect the following amendment, change, alteration and modification to said Declaration;

Association Membership and Voting Rights, subsection B of said Declaration is hereby replaced with the following:

B. The total number of votes for all members of the Association (Owners) shall be one hundred (100), and each Owner shall be entitled to cast a number of votes equal to the Owner's percentage of acreage that Owner's land represents of the total of land within the Huguenard Industrial Park, (i.e. If an Owner's land represents 10% of the total land within Huguenard Industrial Park, then said Owner shall be entitled to 10 votes).

Covenant for Maintenance Assessments, Subsection C of said Declaration is hereby replaced with the following:

C. Assessments will be levied upon the Lots pro rata, based upon the acreage of land.

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

JUN 18 2004

*Elizabeth McGowan*  
AUDITOR OF ALLEN COUNTY

04-31000  
ALLEN COUNTY AUDITOR'S NUMBER

*Swift Farlayoon Box*

12

IN WITNESS WHEREOF, Developer has caused this instrument to be executed this 6th day of JUNE, 2004.

R & L PROPERTIES, L.L.P.

By: THE ROEBEL FAMILY LIMITED PARTNERSHIP, managing partner

By: [Signature]  
William F. Roebel, general partner

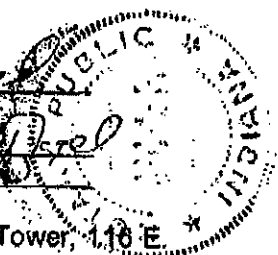
STATE OF INDIANA )  
COUNTY OF ALLEN ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 6th day of June, 2004, personally appeared William F. Roebel, general partner of The Roebel Family Partnership, managing partner of R & L Properties, L.L.P., who acknowledged the execution of the foregoing instrument for and on behalf of said partnership and by authority of its partners, and who, under the penalties of perjury, affirmed and stated that the facts and matters therein set forth are true and correct. Witness my hand and notarial seal.

My Commission Expires:

6-27-09

Catherine S. Noel  
Notary Public  
Printed: Catherine S. Noel  
County of Residence: Allen



This instrument prepared by Charles D. Bash, Suite 580, Lincoln Tower, 116 E. Berry Street, Fort Wayne, Indiana 46802.

#205050998  
Recorded  
08/10/2005 11:56:04  
RECORDER  
PATRICIA J CRICK  
ALLEN COUNTY, IN  
Receipt No. 24181  
DCFD 3.00  
MIS 8.00  
MISL 2.00  
Total 13.00

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR REAL ESTATE KNOWN AS HUGUENARD INDUSTRIAL PARK,  
BEING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF  
SECTION 16, TOWNSHIP 31 NORTH,  
RANGE 12 EAST, ALLEN COUNTY, INDIANA  
*Wash*

WHEREAS, the undersigned is the Developer of the Real Estate subject to the Declaration of Covenants, Conditions and Restrictions recorded May 10, 2001 as Document Number 201030123, and rerecorded June 15, 2001, as Document Number 201040967, in the Office of the Recorder of Allen County, Indiana, and ✓

WHEREAS, said Declaration in the last paragraph on the first page provides for amendment by the Developer for a period of ten (10) years, or until one hundred percent (100%) sold, neither of which has occurred;

NOW THEREFORE, the undersigned does hereby make and affect the following amendment, change, alteration and modification to said Declaration;...

Definitions C. is hereby replaced with the following:

C. "Lot" shall mean any tract or tracts of land as conveyed originally or by subsequent Developer, which must be at least 1.8 acres in size except that Lot 10 shown on the Exhibit B to the Declaration or Exhibit C to the First Amendment may be divided into two separate parcels neither to be less than nine tenths of an acre (0.9 ac.). An owner may combine Lots to form one larger Lot.

Site Coverage A. is hereby replaced with the following:

A. Minimum lot size shall be 1.8 Acres, except that Lot 10 shown on the Exhibit B to the Declaration or Exhibit C to the First Amendment may be divided into two separate parcels, neither to be less than nine tenths of an acre (0.9 ac.).

ORIGINAL

05-17850  
ALLEN COUNTY AUDITOR'S NUMBER

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

AUG 09 2005

*Elizabeth A. Glaser* 13  
AUDITOR OF ALLEN COUNTY

*Sueft Box*

IN WITNESS WHEREOF, Developer has caused this instrument to be executed this  
1st day of August 2005.

R & L PROPERTIES, L.L.P.

By: THE ROEBEL FAMILY LIMITED  
PARTNERSHIP, managing partner

By: [Signature]  
William F. Roebel, general partner

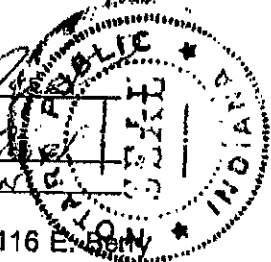
STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF ALLEN     )

Before me, the undersigned, a Notary Public in and for said County and State, this  
1st day of August 2005, personally appeared William F. Roebel, general partner of  
The Roebel Family Partnership, managing partner of R & L Properties, L.L.P., who  
acknowledged the execution of the foregoing instrument for and on behalf of said  
partnership and by a authority of its partners; and who, under the penalties of perjury,  
affirmed and stated that the facts and matters herein set forth are true and correct.  
Witness my hand and notarial seal.

My Commission Expires:

6-27-2007

[Signature]  
Notary Public  
Printed: Catherine S. Bash  
County of Residence Allen



This instrument prepared by Charles D. Bash, Suite 590, Lincoln Tower, 116 E. Berry  
Street, Fort Wayne, Indiana 46802.

W:\R & L Properties\THIRD AMENDMENT TO DECLARATION OF COVENANTS.doc

ORIGINAL

#206041929

RECORDED  
07/13/2006 08:56:58

RECORDER

PATRICIA J CRICK

ALLEN COUNTY, IN

Receipt No. 21004

DCFD 3.00

ISSP 2.00

MISL 8.00

MISL 2.00

Total 15.00

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR REAL ESTATE KNOWN AS HUGUENARD INDUSTRIAL PARK,  
BEING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF  
SECTION 16, TOWNSHIP 31 NORTH,  
RANGE 12 EAST, ALLEN COUNTY, INDIANA**

WHEREAS, the undersigned is the Developer of the Real Estate subject to the Declaration of Covenants, Conditions and Restrictions recorded May 10, 2001 as Document Number 201030123, and rerecorded June 15, 2001, as Document Number 201040967, in the Office of the Recorder of Allen County, Indiana, and

WHEREAS, said Declaration in the last paragraph on the first page provides for amendment by the Developer for a period of ten (10) years, or until one hundred percent (100%) sold, neither of which has occurred;

NOW THEREFORE, the undersigned does hereby make and affect the following amendment, change, alteration and modification to said Declaration;

Definitions C. is hereby replaced with the following:

C. "Lot" shall mean any tract or tracts of land as conveyed originally or by subsequent Developer, which must be at least 1.8 acres in size except that Lot 10 and Lot 2 shown on the Exhibit B to the Declaration or Exhibit C to the First Amendment may be divided into two separate parcels neither to be less than nine tenths of an acre (0.9 ac.). An owner may combine Lots to form one larger Lot.

Site Coverage A. is hereby replaced with the following:

A. Minimum lot size shall be 1.8 Acres, except that Lot 10 and Lot 2 shown on the Exhibit B to the Declaration or Exhibit C to the First Amendment may be divided into two separate parcels, neither to be less than nine tenths of an acre (0.9 ac.).

11447

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

JUL 12 2006

*Robert H. Glover*  
AUDITOR OF ALLEN COUNTY

Swift Box

15

IN WITNESS WHEREOF, Developer has caused this instrument to be executed this  
12th day of July 2006.

R & L PROPERTIES, L.L.P.

By: THE ROEBEL FAMILY LIMITED  
PARTNERSHIP, managing partner

By: [Signature]  
William F. Roebel, general partner

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF ALLEN     )

Before me, the undersigned, a Notary Public in and for said County and State, this  
12th day of July 2006, personally appeared William F. Roebel, general partner of The  
Roebel Family Partnership, managing partner of R & L Properties, L.L.P., who  
acknowledged the execution of the foregoing instrument for and on behalf of said  
partnership and by authority of its partners, and who, under the penalties of perjury,  
affirmed and stated that the facts and matters herein set forth are true and correct.  
Witness my hand and notarial seal.

My Commission Expires:

6-27-07

Catherine S. [Signature]  
Notary Public  
Printed: Catherine  
County of Residence Allen

This instrument prepared by Charles D. Bash, Suite 590, Lincoln Tower, 116 E. Berry  
Street, Fort Wayne, Indiana 46802.

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. Charles D. Bash

BandAmerica  
Lawyers Title  
050263543

1205066525  
Recorded  
10/10/2005 11:45:00  
RECORDED  
PATRICIA J CRICK  
ALLEN COUNTY, IN  
Receipt No. 31412  
DCFD 3.00  
MISL 18.00  
MISL 1.00  
Total 22.00

WASH

### CLARIFICATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Whereas R & L Properties, L.L.P. is the Developer of the Real Estate described on and subject to the Declaration of Covenants, Conditions and Restrictions recorded May 10, 2001 as Document Number 201030123 and rerecorded June 15, 2001, as Document Number 201040967, which restrictions state they may be altered, added to or amended by the Developer, who will have the exclusive right to alter the restrictions for a period of ten (10) years following the recording of these restrictions, or until one hundred percent (100%) of the property has been conveyed, whichever comes sooner and neither has occurred yet;

Now therefore the undersigned Developer does hereby add to said Declaration the following clarification:

The internal streets discussed in said Declaration and depicted on Exhibit B to said Declaration as Metro Drive North, Focus Drive, and Larium Drive, being all of the streets within the real estate subject to the Declaration, were not, and are not at this time, intended to be private streets, and are not intended to be restricted to use only by parcels within the Real Estate subject to the Declaration.

The Developer has been pursuing the declaration of said streets as public streets and the acceptance of same by Allen County, and is still pursuing such.

The approval of the Primary Development Plan for Huguenard Industrial Park, being the Real Estate subject to the Declaration, by the Allen County Plan Commission was granted upon a finding of the coordination of the development's streets with existing and planned streets as acknowledged in a letter of approval from the Allen County Highway Department and conditioned upon street stubs to East and North as indicted in the attached Findings of Fact from the Allen County Plan Commission dated May 18, 2000. The coordination of streets with existing and planned streets and requirement of a street stub to the East and North was to allow property east and north of Huguenard Industrial Park to use the internal streets of Huguenard Industrial Park.

Also attached is a copy of the Allen County Highway Department Ninth Punch List for Huguenard Industrial Park, dated April 13, 2001, indicating the requirement that the Developer sign all right-of-way documents for Huguenard Industrial North, but that the right-of-way documents will not be recorded until the roadway is to be accepted, which is still pending. Also attached is the proposed legal description for the Huguenard Industrial Park Roadway Dedication and the plat map for the Right-of-Way Dedication Huguenard Industrial Park, both of which reflect the intent to dedicate all of

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

05-4960  
ALLEN COUNTY AUDITOR'S NUMBER

SEP 30 2005

*Elizabeth A. Glavin*  
AUDITOR OF ALLEN COUNTY

22



Metro Drive North, Larium Drive, High Pointe Drive, and Focus Drive as public streets; Larium Drive extending to the north boundary and Metro Drive North extending to the east boundary, so as to enable use by the property to the north and east.

The Developer upon conveyance of lots in Huguenard Industrial Park, has granted each a non-exclusive easement to use the internal streets; the easements being non-exclusive to allow them to be granted to other parties, including the owners of the property to the East and North, in accord with the required stub streets to the East and North.

At no time in the sales of the lots within Huguenard Industrial Park, or the conveyances of lots, or in said Declaration, was there any indication of an intent to restrict the use of the internal streets to only lots within Huguenard Industrial Park; which would have been contrary to the Findings of Fact and Conditions of the Allen County Plan Commission and Staff Recommendations approved May 18, 2000.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed this 22nd day of April 2005.

R & L PROPERTIES, L.L.P.

BY: THE ROEBEL FAMILY PARTNERSHIP, managing partner.

By:

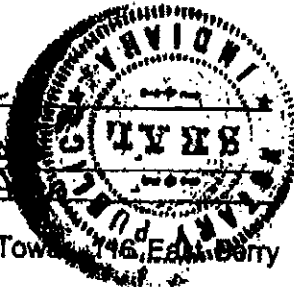
William F. Roebel, General Partner

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said County and State, this 22 day of April 2005, personally appeared William F. Roebel, General Partner of The Roebel Family Partnership, Managing Partner of R & L Properties, L.L.P., who acknowledged the execution of the foregoing instrument for and on behalf of said partnership and by authority of its partners, and who, under the penalties of perjury, affirmed and stated that the facts and matters therein set forth are true and correct. Witness my hand and notarial seal.

My Commission Expires:  
8-9-09

Demetra Curson  
Notary Public  
Printed Demetra Curson  
County of Residence Allen



This instrument prepared by Charles D. Bash, Attorney, Suite 590, Lincoln Tower, 146 East Berry Street, Fort Wayne, IN 46802.

## **ALLEN COUNTY PLAN COMMISSION**

**Findings of Fact:** Primary Development Plan  
Huguenard Industrial Park

**The Commission finds that the Primary Plat and Development Plan of Huguenard Industrial Park provides for:**

1. acceptable establishment of minimum provisions for building separation, vehicular circulation and parking, compatible site improvements, and signage inasmuch as it meets the minimum requirements of the Allen County Zoning Ordinance;
2. coordination of the development's streets and entrances with existing and planned streets and highways as acknowledged in an anticipated letter of approval from the Allen County Highway Department;
3. coordinated extensions of facilities included in the Comprehensive Plan as acknowledged by letters of approval from the appropriate sewer, water, and storm drainage authorities (or lack of acknowledgment of inability to provide services by the appropriate agency);
4. fair allocation of areas for streets, parks, schools, public and semi-public buildings, homes, utilities, businesses, and industry inasmuch as the appropriate public or quasi-public agencies have either approved this request or have not indicated a need as it relates to this development; and
5. distribution of population and traffic in a manner which creates conditions favorable to health, safety, convenience, and harmonious development of the community thus indicating compliance with the goals and requirements of the Allen County Comprehensive Plan and the Allen County Zoning Ordinance.

**Staff Recommendation: Approval, subject to the following conditions:**

1. Approval will be received from:
  - a. the Allen County Highway Department relative to street construction and engineering plans;
  - b. the Allen County Surveyor's office relative to storm drainage proposals;
  - c. the City of Fort Wayne Development Services Department relative to water proposals;
  - d. the City of Fort Wayne Development Services Department relative to sanitary sewer proposals; and
  - e. the Fort Wayne-Allen County Board of Public Health relative to sanitary sewer and water proposals.
2. Additional right of way to a total of 60' from centerline will be required along the total frontage of this development on Hillegas Road, and additional right of way to a total of 50' from centerline will be required along the total frontage of this development on Ludwig Road. Permanent right of way widths have been established by the NIRCC/DPS staff in accordance with the requirements of the current transportation plan for a rural designed arterial.
3. The following recommendations of the Driveway Subcommittee of the Urban Transportation Advisory Board will be met:
  - a. Entrance improvements will be as required by the Access Standards Manual based

- on the posted speed limit of 45 miles per hour.
- b. The committee requests, a traffic study to be submitted to determine the infrastructure impacts from this development and the resulting requirements for participation in road and intersection improvements. A preliminary meeting will be scheduled with the public agency having jurisdiction. Preliminary meeting is to address scope and extent of the traffic study. Combine with new development on Ludwig (Chuck Downy Developer).
  - c. Stubs to East and North.
4. A master signage plan will be submitted, subject to staff review and approval. The plan will show all freestanding signs proposed for the property and will include details on the entrance sign, if proposed. The entry sign if proposed, will be a monument style sign totaling sixty (60) square feet, not to exceed six feet in height. This signage plan is subject to staff review and approval.
  5. An overall lighting plan will be submitted, subject to staff review and approval. All lighting fixtures shall be "cut-off" as defined by the Illuminating Engineering Society of North America (IESNA).
  6. Development on all lots will require secondary development plan approval.
  7. Notification fees amounting to \$106.95 will be paid in full.
  8. Plans will be submitted for the proposed landscaping/buffer yard along Huguenard Road. Furthermore, these plans should illustrate how all lots will be buffered from the residential properties to the south.

These findings approved by the Allen County Plan Commission on May 18, 2000



Dennis Andrew Gordon, AICP  
DPS Executive Director  
Secretary to the Commission



ALLEN COUNTY  
HIGHWAY DEPARTMENT

1 West Superior Street  
Fort Wayne, IN 46832

(317) 449-7369  
(317) 449-7594 (FAX)

APRIL 13, 2001

NINTH PUNCH LIST FOR HUGUENARD INDUSTRIAL PARK

TO: STEVE LOPEZ AND DICKMEYER & ASSOCIATES:

THE FOLLOWING IS AN UPDATED PUNCH LIST FOR ITEMS REQUIRING YOUR ATTENTION FOR APPROVAL OF HUGUENARD INDUSTRIAL PARK:

- A. FURNISH LETTER FROM DEVELOPER TO SIGN ALL RIGHT-OF-WAY DOCUMENTS WHEN PRESENTED. THIS WILL BE FOR THE HUGUENARD INDUSTRIAL, HUGUENARD INDUSTRIAL NORTH, AND THE EXCEPTION PROPERTY. MIKE ROCKWELL IS OFF TODAY AND WAS CHECKING ON THE CORRECTNESS OF THE RIGHT-OF-WAY DOCUMENTS. HE DID NOT GET BACK WITH ME ON HIS FINDINGS. THESE DOCUMENTS WILL NOT BE RECORDED UNTIL THE ROADWAY AND THE ENTRANCE ARE READY TO BE ACCEPTED. THIS IS WHY WE HAVE REQUIRED THE ABOVE LETTER. IT WILL GIVE US THE CHANCE TO AT LEAST FORWARD TO DPS, AN APPROVAL OF PLANS, WHEN AVAILABLE. \* *10/12 agreed in letter*
- C. WHERE DOES THE OFF-SITE AND ON-SITE DRAINAGE EASEMENT SITUATION STAND? AGAIN, IN THE LAST CONVERSATION I HAD WITH THE SURVEYORS OFFICE, DICK L. GRAND TOLD ME THAT YOUR PETITION TO THE DRAINAGE BOARD WAS DEFECTIVE. WHERE DOES THAT STAND NOW? HAVE YOU FOUND ANYTHING OUT ON THIS REQUEST? DO YOU HAVE THE ACSO APPROVAL? IT APPEARS THAT SOME OF YOUR STORM PIPE, AT THE PONDS ARE STANDING FULL OF WATER. THIS IS NOT QUITE WHAT THE PLANS SHOW. \* *agreed 10/12 copy sent 10/12 by letter*
- D. PLOT PLAN REQUIRED FOR DRAINAGE EASEMENT ACROSS THE DOWNEY PROPERTY. IS THIS TO GO TO THE DRAINAGE BOARD ALSO? WHEN WILL ALL OF THESE EASEMENTS BE RECORDED? AS STATED TO YOU BEFORE, THIS CANNOT BE LABELED AS A TEMPORARY EASEMENT. THE STREETS IN THE PROPOSED METRO INDUSTRIAL PARK WILL NOT BE RECORDED UNTIL PROPERLY BUILT ALSO. IF THIS WOULD NEVER HAPPEN, THIS EASEMENT WILL NEED TO BE PERMANENT. AS OF TODAY'S DATE, WE HAVE YET TO EVEN GET REVISIONS BACK FROM OUR FIRST PUNCH LIST, SENT MARCH 12, 2001. \* *agreed 8- approved by 10/12 ACSO letter*
- E. SOIL STABILIZATION WILL BE REQUIRED ON YOUR ENTRANCE LANES. IF YOU PREFER TO UNDERCUT, YOU MUST USE SUITABLE MATERIALS TO BRING TO GRADE. EITHER CASE WILL INVOLVE RELOCATION OF UTILITIES.

THANK YOU.

KEVIN W. BUTTS  
CC: ACSO, DPS, DEVELOPER, and ROCKWELL

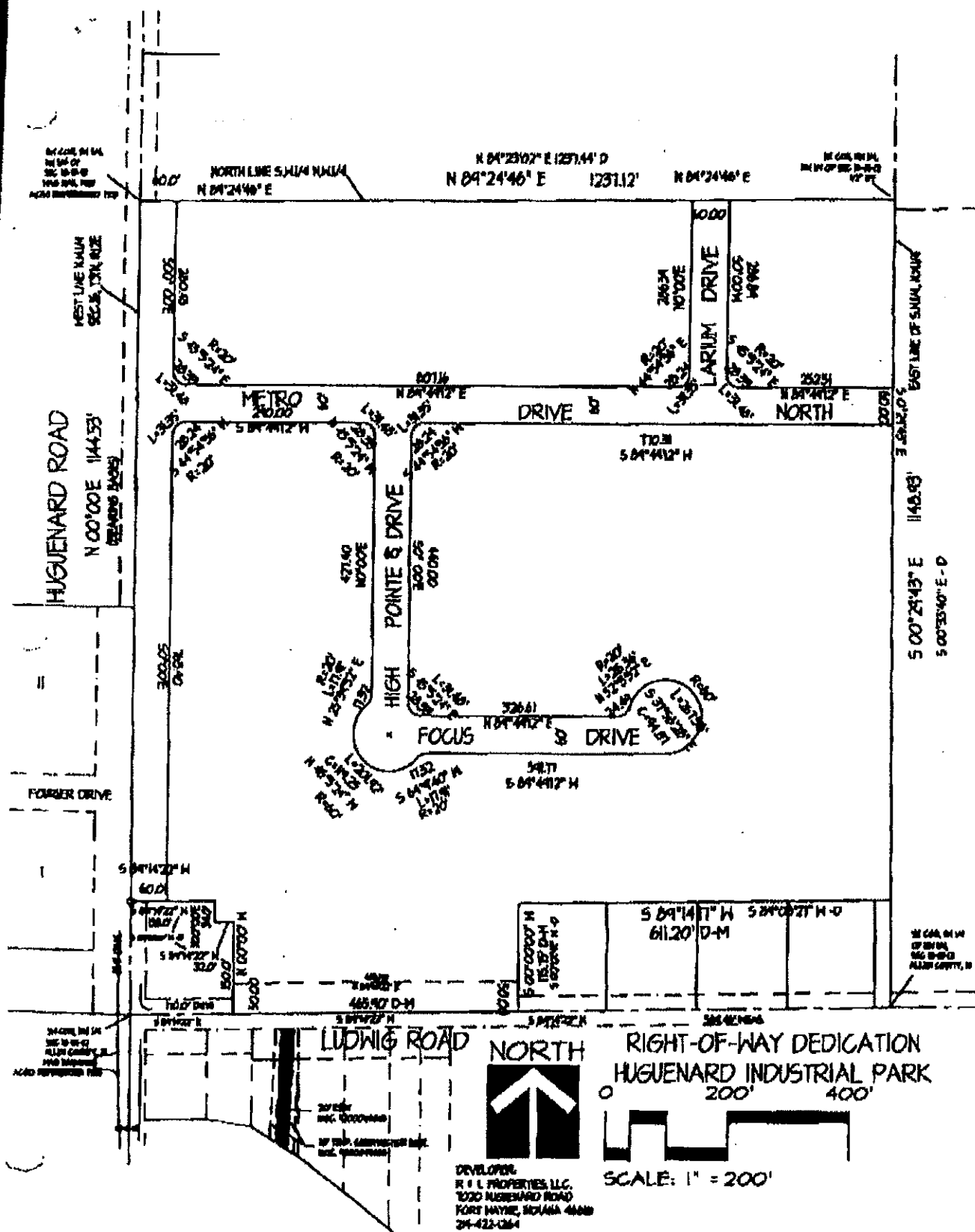
*forwarded to Steve Lopez  
4/13/01 Hb  
4/24/01  
PAX  
422-6928*

## HUGUENARD INDUSTRIAL PARK ROADWAY DEDICATION

BEGINNING at a point on the West line of the Northwest one-quarter of Section 16, Township 31 North, Range 12 East in Allen County, Indiana, a distance of 184.0 feet North of the Southwest corner of said Northwest one-quarter; thence North 00 degree 00 minute East (bearing basis for description) along the West line of said Northwest one-quarter, a distance of 1,144.53 feet to the Northwest corner of the Southwest one-quarter of said Northwest one-quarter; thence North 89 degrees 24 minutes 46 seconds East, a distance of 60.0 feet; thence South 00 degree 00 minute East, a distance of 208.46 feet; thence on a curve to the left having a radius of 20.0 feet, an arc length of 31.48 feet and being subtended by a chord of 28.33 feet bearing South 45 degrees 05 minutes 24 seconds East; thence North 88 degrees 49 minutes 12 seconds East, a distance of 807.16 feet; thence on a curve to the left having a radius of 20.0 feet, an arc length of 31.35 feet and being subtended by a chord of 28.24 feet bearing North 44 degrees 54 minutes 36 seconds East; thence North 00 degree 00 minute East, a distance of 286.59 feet; thence North 89 degrees 24 minutes 46 seconds East, a distance of 60.0 feet; thence South 00 degree 00 minute West, a distance of 286.89 feet; thence on a curve to the left having a radius of 20.0 feet, an arc length of 31.48 feet and being subtended by a chord of 28.33 feet bearing South 45 degrees 05 minutes 24 seconds East; thence North 89 degrees 49 minutes 12 seconds East, a distance of 252.51 feet; thence South 00 degree 28 minutes 43 seconds East, a distance of 60.0 feet; thence South 89 degrees 49 minutes 12 seconds West, a distance of 770.31 feet; thence on a curve to the left having a radius of 20.0 feet, an arc length of 31.35 feet and being subtended by a chord of 28.24 feet bearing South 44 degrees 54 minutes 36 seconds West; thence South 00 degree 00 minute East, a distance of 440.0 feet; thence on a curve to the left having a radius of 20.0 feet, an arc length of 31.48 feet and being subtended by a chord of 28.33 feet bearing South 45 degrees 05 minutes 24 seconds East; thence North 89 degrees 49 minutes 12 seconds East, a distance of 326.61 feet; thence on a curve to the left having a radius of 20.0 feet, an arc length of 26.36 feet and being subtended by a chord of 24.49 feet bearing North 52 degrees 03 minutes 32 seconds East; thence on a curve to the right having a radius of 60.0 feet, an arc length of 287.58 feet and being subtended by a chord of 94.87 feet bearing South 37 degrees 56 minutes 28 seconds East; thence South 89 degrees 49 minutes 12 seconds West, a distance of 391.77 feet; thence on a curve to the left having a radius of 20.0 feet, an arc length of 17.91 feet and being subtended by a chord of 17.32 feet bearing South 84 degrees 09 minutes 40 seconds West; thence on a curve to the right having a radius of 60.0 feet, an arc length of 201.92 feet and being subtended by a chord of 119.25 feet bearing North 45 degrees 05 minutes 24 seconds West; thence on a curve to the left having a radius of 20.0 feet, an arc length of 17.91 feet and being subtended by a chord of 17.32 feet bearing North 25 degrees 39 minutes 32 seconds East; thence North 00 degree 00 minute East, a distance of 427.40 feet; thence on a curve to the left having a radius of 20.0 feet, an arc length of 31.48 feet and being subtended by a chord of 28.33 feet bearing North 45 degrees 05 minutes 24 seconds West; thence South 89 degrees 49 minutes 12 seconds West, a distance of 290.0 feet; thence on a curve to the left having a radius of 20.0 feet, an arc length of 31.35 feet and being subtended by a chord of 28.24 feet bearing South 44 degrees 54 minutes 36 seconds West; thence South 00 degree 00 minute East, a distance of 763.90 feet; thence South 89 degrees 14 minutes 22 seconds West, a distance of 60.01 feet to the point of beginning.

Together with a portion of right-of-way for Ludwig Road and described as follows:

BEGINNING at a point on the South line of the Northwest one-quarter of Section 16, Township 31 North, Range 12 East located 170.0 feet East of the Southwest corner of the Northwest one-quarter of Section 16; thence North 00 degree 00 minute West (bearing basis for description) and parallel to the West line of said Northwest one-quarter, a distance of 50.0 feet; thence North 89 degrees 14 minutes 22 seconds East, a distance of 465.9 feet; thence South 00 degree 00 minute West, a distance of 50.0 feet to a point on the South line of said Northwest one-quarter; thence South 89 degrees 14 minutes 22 seconds West along said South line, a distance of 465.90 feet to the point of beginning.



RECORDED  
08/11/2000 10:32:11  
RECORDER  
PATRICIA J CRICK  
ALLEN COUNTY, IN

Doc. No. 200049416  
Receipt No. 22549

DCFD 3.00  
MISL 16.00  
Total 19.00

SEWER CONTRACT # 2000-S-30

BOARD ORDER NO. 101-00

WORK ORDER NO. 74561

THIS AGREEMENT made and entered into this 9<sup>th</sup> day of Aug., 2000, by and between R&L Properties hereinafter called CONTRIBUTOR and the FORT WAYNE WATER POLLUTION CONTROL UTILITY of the City of Fort Wayne by and through the Board of Public Works of said City, hereinafter called CITY, WITNESSETH:

The said CONTRIBUTOR and the CITY for consideration hereinafter named, agree as follows:

1. That the CITY and the CONTRIBUTOR shall proceed dependent upon procurement of materials and labor and with reference to other similar work of said parties, or as approved by the CITY, to construct a local sanitary sewer system to serve Huguenard Industrial Park Sanitary as follows:

**Sanitary Lateral A**

Beginning at a new manhole that is to be placed over an existing 8" Sanitary Sewer line located at the Northeast property corner of Lot 10 in the Leepep's 2<sup>nd</sup> Suburban Addition; thence North crossing Ludwig Road 216± to a new manhole #2; West 86± to manhole #3; thence North 231± to manhole #4 located at the northwest corner of Lot 10 in the Hunguenard Industrial Park; West 84± to manhole #5; thence North 544± to manhole #7 located at the Northwest corner of Lot 6; thence East along the Southline of Metro Drive North 522± to manhole #9 and terminating Lateral A.

**Sanitary Lateral B**

Beginning at the aforementioned manhole #4; thence East along the South Line of Focus Drive 361 ± and terminating Line B at manhole #10.

**Sanitary Lateral C**

Beginning at the aforementioned manhole 7; thence west 137± to manhole and terminating Line C.

Said sewer to include: 2181± of 8" PVC pipe eleven (11) manholes.

2. That said sanitary sewer system shall be constructed in accordance with the standards, plans and specification as approved by CITY which are now on file in the Office of Water Resources of the CITY, and by reference are incorporated herein and made a part thereof.

The CITY shall accept sewage therefrom when complete, in accordance with the rules and regulations of said CITY, and the laws, ordinances and regulations applicable thereto, now in force, or that may hereafter be adopted; however, it is understood and agreed that the CITY shall not accept sewage from any part or parts of the sanitary sewer system covered hereunder unless and until the entire sewer system shall have been tested and accepted by said CITY.

3. It is understood and agreed by and between the parties to this contract, that the CONTRIBUTOR shall furnish and pay for all materials, contractual labor, equipment, permits and/or licenses for the construction of said sanitary sewer system through Scheideman Excavating at a cost of \$67,483.58 (Sixty seven thousand four hundred eighty three dollars and fifty eight cents and that said CONTRIBUTOR shall hold the CITY harmless from any liability for claims connected therewith and that said CONTRIBUTOR shall pay all expenses in connection with necessary inspection, testing, and

Water Resources  
Huguenard Industrial Park Sanitary

19  
B2

engineering services estimated a cost of \$4,565.00(Four thousand five hundred sixty five dollars and no cents). Therefore, the total value of said sanitary sewer system is \$72,048.58(Seventy two thousand forty eight dollars and fifty eight cents).

4. Said sanitary sewer system, when accepted by the CITY will serve the following described real estate herein referred to as follows:

A parcel of land located in the Northwest Quarter of Section 16, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to wit:

COMMENCING at the Southwest One-quarter of the Northwest One-quarter of Section 16, Township 31 North, Range 12 East as marked by a MAG nail found by county references; thence North 00 degree 00 minute East (assumed bearing and is the basis of all bearings for this description), a distance of 184.0 feet to the point of beginning. BEGINNING at the above described point; thence continuing North 00 degree 00 minute East along the West line of said Northwest One-quarter, a distance of 1144.45 feet deed (1144.53 feet measured) to a MAG nail found; thence North 89 degrees 23 minutes 02 seconds East, along the North line of the Southwest One-quarter of said Northwest One-quarter a distance of 1237.44 feet deed (North 89 degrees 24 minutes 46 seconds East, a distance of 1237.12 feet measured) to a one-half inch iron pin found monumenting the northeast corner of the Southwest One-quarter of said Northwest One-quarter; thence South 00 degree 33 minutes 40 seconds East deed (South 00 degree 29 minutes 43 seconds East measured), along the east line of the Southwest One-quarter of said Northwest One-quarter, a distance of 1148.93 feet measured; thence South 89 degrees 08 minutes 27 seconds West deed (South 89 degrees 14 minutes 17 seconds West measured) a distance of 611.20 feet deed and measured; thence South 00 degree 01 minute 41 seconds West deed (South 00 degree 00 minute West measured), a distance of 175.75 feet deed and measured to a point on the south line of said Northwest One-quarter; thence South 89 degrees 13 minutes 05 seconds West deed (South 89 degrees 14 minutes 22 seconds West measured) along the south line of said Northwest One-quarter, a distance of 465.9 feet deed and measured; thence North 00 degree 00 minute West deed and measured, a distance of 150.0 feet deed and measured; thence South 89 degrees 14 minutes 22 seconds West deed and measured, a distance of 32.0 feet deed and measured; thence North 00 degree 00 minute East deed and measured, a distance of 34.0 feet deed and measured; thence South 89 degrees 13 minutes 05 seconds West deed; South 89 degrees 14 minutes 22 seconds West measured, a distance of 138.0 feet deed and measured to the point of beginning containing 34.688 acres of land, more or less.

5. The area described above is subject to an area connection fee of \$1,120.00(One thousand one hundred twenty dollars and no cents) per (net acre), in accordance with agreements and/or resolutions on file in the Office of the Board of Public Works of said CITY. This area connection fee is to be paid as per connection to city sewer. It represents the installation and/or oversizing costs expended by CITY for said sanitary sewer lines.

In addition to area connection fees there is a one time reimbursement cost in the amount of \$1.18 per Gallon per day in accordance to the Behepe Sanitary Sewer Contract 98-S-68. Document 99-0024516 as recorded in the Allen County Indiana Recorder's Office. This charge is also to be collected as per connection to city sewer.

6. The CITY may approve the extension of additional sanitary sewer lines from the sanitary sewer system(s) covered in this contract without incurring financial obligations to the CONTRIBUTOR under this contract.
7. Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors or assigns or any future owner of any land serviced by said sewer shall, at any time, discharge or permit to be discharged or to flow into said sanitary sewer any water runoff caused by natural precipitation, or anything other than sanitary sewage in accordance with the Fort Wayne Code of Ordinances.
8. CONTRIBUTOR represents that it is the owner of real estate described in Paragraph (4) herein and for itself, its successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of any territory now or hereafter owned by it as described in Paragraph (4) or hereafter served by said sewer or any extension thereof.



In further consideration and to induce CITY to execute and ratify this contract, CONTRIBUTOR for itself, its successors and assigns, agrees by this contract to vest in CITY the permanent right, at its discretion to annex to the CITY of Fort Wayne at any future time by duly authorized ordinance said real estate described in Paragraph (4) herein.

CONTRIBUTOR further agrees that any deeds, contracts, or other instruments of conveyance made by CONTRIBUTOR, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Paragraph (4) herein, shall contain the waiver and release provisions contained in this Paragraph (8), which provision shall run with the land and the acceptance of delivery of any such instruments from CONTRIBUTOR, its successors and assigns to any grantee, vendor or contract purchaser shall be made subject to the terms of this contract and shall constitute an acceptance of the foregoing provisions by said grantee, vendor or contract purchaser and their successors in title.

Any owner or owners of land which now or hereafter is located outside the corporate limits of CITY who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its rights to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of such land or of the territory which it is located or of the area served by said sewer (I.C. 36-9-22-2, as Added by Acts 1981, P.L. 309, 395).

9. It is further understood and agreed that, upon completion of the sanitary sewer system, the CONTRIBUTOR or its contractor shall file a Completion Affidavit, a Maintenance Bond and Certified Record Drawings with the Board of Public Works of said CITY, and shall take such action as is necessary to transfer all rights, titles and interest in said system to the CITY. The Maintenance Bond shall run for a minimum period of one (1) year from date of acceptance of the said system by the CITY and shall be in the minimum amount of \$16,871.00 (Sixteen thousand eight hundred seventy one dollars and no cents).

Upon receipt of the Completion Affidavit, Maintenance Bond and Certified Record Drawings, and being provided with proof of dedicated easements or recorded easements (typical easement fourteen (14') feet in width), the CITY will make final inspection of the project. Upon finding the project to be acceptable and in full compliance with the Standards and Specifications of the Water Resources Department and the Board of Public Works, the CITY through its Board of Public Works shall issue a Letter of Acceptance of the project to the (CONTRACTOR) and to the CONTRIBUTOR. Upon issuance of the Letter of Acceptance, and in accordance with the terms of said letter, the sanitary sewer installed under this contract shall form and be a part of said CITY sewerage system, and all rights, title and interest whatsoever in said sanitary sewer system shall pass to and remain in the City of Fort Wayne, Indiana.

10. It is further understood and agreed that if the work described above is not initiated within twelve (12) months after the date of this agreement, said agreement shall be null and void.

IN WITNESS WHEREOF, the parties have subscribed to the instrument the day and year first above written.

BOARD OF PUBLIC WORKS  
CITY OF FORT WAYNE, INDIANA

By   
Ted Blumhart, Chairman

By   
Robert C. Crosby, Member

By \_\_\_\_\_  
John Morgan, Member

ATTEST:   
Carolyn Newport, Clerk

CONTRIBUTOR  
R&L Properties

By   
Steve LeFebvre, Partner

**ACKNOWLEDGEMENT**

STATE OF INDIANA    )  
                                  )   SS  
COUNTY OF ALLEN    )

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared Steve LeFebvre as Partner for R&L Properties and acknowledged the execution of the foregoing Contract as and for their voluntary act and deed for the uses and purposes therein contained.

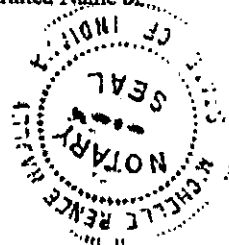
WITNESS my hand and notarial seal this 4<sup>th</sup> day of August 2000.

Michelle R. Hadley  
Notary Public  
Resident of Allen County  
Michelle R. Hadley  
Notary

Printed Name of

My Commission Expires:

\_\_\_\_\_  
  
MICHELLE RENEE HADLEY  
Notary Public, State of Indiana  
County of Allen  
My Commission Expires 11/25/2006



ACKNOWLEDGEMENT

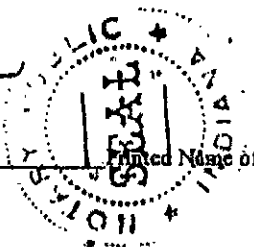
STATE OF INDIANA     )  
                                      )   SS  
COUNTY OF ALLEN    )

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared Ted Rhinehart, Chairman, Robert C. Crosby, and ~~John Morgan~~, as Mayor and as Members of the Board of Public Works of the City of Fort Wayne, and Carolyn Newport, Clerk of the Board of Works and acknowledged the execution of the foregoing Contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 9th day of August 2000.

RHONDA S. MILLER  
Notary Public, State of Indiana  
County of Allen  
My Commission Expires Sep 16, 2007

Rhonda S. Miller  
Notary Public  
Resident of \_\_\_\_\_ County  
\_\_\_\_\_  
Notary



My Commission Expires:

\_\_\_\_\_  
  
This instrument prepared by:  
Jack Suter, Program Manager/Routing and Plan Review

RECORDED  
09/01/2000 14:43:56  
RECORDER  
PATRICIA J CRICK  
ALLEN COUNTY, IN

Doc. No. 200053952  
Receipt No. 24680

DCFD	3.00
MISL	14.00
MISL	1.00
Total	18.00

# AGREEMENT TO CONSTRUCT AND MAINTAIN A STORM WATER DETENTION SYSTEM

R & L Properties, L.L.P., hereinafter the Grantor, is the owner of the following described real estate, hereinafter referred to as "Real Estate", located in Allen County, Indiana, to wit:

See Exhibit "A" attached hereto and made a part hereof by reference.

Grantor plans to construct a storm water detention system on a portion of the above described real estate as specified in development plans, a copy of which has been filed with the Allen County Department of Planning Services (DPS) and/or Surveyor's Office (ACSO).

ACSO, the Grantee, as the governmental entity having power and authority to regulate storm water drainage facilities and systems on real property in Allen County, Indiana, desires that the Grantor, and all of its successors in interest to the Real Estate, maintain and keep in good repair the storm water detention system located on the Real Estate.

In order to induce ACSO to approve the above referenced development plans, the Grantor does hereby covenant and agree that they will construct the storm water detention system in accordance with the above referenced plans; and, that it or its successors will be responsible for its perpetual maintenance, repair or replacement, if necessary. Maintenance shall include structural as well as cosmetic activities including, but not limited to, mowing, weed, algae and mosquito control. All maintenance will be done so as to assure that storm runoff will be detained, and that the rate of runoff will not be increased after the improvements have been constructed as contemplated.

ACSO, or its successor agency, shall have the right of entry over, across and through the Real Estate for the purpose of inspecting, evaluating, maintaining or repairing the storm water detention basin. ACSO, or its successor agency, shall have the right to order Grantor, and its successors in interest to the Real Estate, to perform its obligations of normal and emergency maintenance, repairs and/or replacement of the storm water drainage and detention facilities. In the event the Grantor fails to make appropriate corrections within thirty (30) days of receiving notification from the ACSO in writing of the needed repairs or maintenance, then the ACSO shall have the right, but not the duty, to enter upon the Real Estate and perform such obligations of the Grantor and to collect from

**FILED**

SEP 01 2000

SALES DISCLOSURE  
FORM

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

SEP 01 2000

  
AUDITOR OF ALLEN COUNTY

*Submit for recording*

*18 212*

same the reasonable costs thereof.

The Grantor shall indemnify and save harmless the ACSO, its appointed and elected officers, employees and contractors from and against all loss or expense for the design, construction, maintenance and operation of the storm drainage facility, including but not limited to judgments, settlements, attorney's fees and costs by reason of claims and demands upon ACSO or its contractors for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any persons on account damage to property due to negligence of the owners, employees, contractors or agents. It is further provided that no liability shall attach the ACSO by reason of entering into this contract, except as provided herein.

The covenants contained herein shall constitute covenants to run with all the land comprising the Real Estate and shall be binding upon the Grantor and all other persons and parties claiming through the Grantor, and shall be a limitation on all future owners of said Real Estate.

The Real Estate herein, described on the attached Exhibit A, is being developed as Huguenard Industrial Park. The requirements herein, including maintenance, shall be an obligation of the owners of land within said Huguenard Industrial Park and the Real Estate described herein. It is intended said obligations will be met by the Huguenard Industrial Park Association, Inc., which shall have the power to assess all of the Owners for such work. In the event of an emergency, an Owner whose real estate is endangered may have the necessary maintenance done and submit the cost thereof to the Association for collection. The assessments for work pursuant to this Agreement shall be collected from the Owners pursuant to the provisions for Maintenance Assessments in the Declaration of Covenants, Conditions and Restrictions for Huguenard Industrial Park.

The storm water detention system on the real Estate may only be moved or reconstructed or redesigned, if done so with the approval of the Allen County Department of Planning Services and Allen County Surveyor's Office, or the appropriate successor agencies governing development plans and drainage.

The most recent deed of record for the Real Estate was recorded as Document Number 200022768, in the Office of the Recorder of Allen County, Indiana.

Dated this 31<sup>st</sup> day of AUGUST, 2000.

R & L PROPERTIES, L.L.P.

BY: THE ROEBEL FAMILY PARTNERSHIP, managing partner

By: [Signature]  
William F. Roebel, General Partner

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF ALLEN     )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared William F. Roebel, General Partner of The Roebel Family Partnership, managing partner of R & L Properties, L.L.P., and acknowledged the execution of the foregoing Document as and for his voluntary act and deed for the uses and purposes therein contained.

Witness my hand and notarial seal this 31<sup>st</sup> day of AUGUST, 2000.

My commission expires:

10-27-2007

[Signature]  
Notary Public

Printed: CATHERINE S. NAGEL

County of Residence: Allen

This instrument prepared by Charles D. Bash (#4285-02), Attorney, 803 S. Calhoun Street, Suite 500, Fort Wayne, Indiana 46802.

EXHIBIT A - LEGAL DESCRIPTION

Part of the Southwest Quarter of the Northwest Quarter of Section 16, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to wit:

BEGINNING at a railroad spike set on the West line of said Northwest Quarter, North 00 degrees, 00 minutes, 00 seconds East (assumed bearing and is the basis of all bearings relative this description), a distance of 184.00 feet from a rebar found monumenting the Southwest corner of said Northwest Quarter; thence North 00 degrees, 00 minutes, 00 seconds East along the West line of said Northwest Quarter, being within the right-of-way of Huguenard Road, a distance of 1144.45 feet to a P.K. nail found monumenting the Northwest corner of the Southwest Quarter of said Northwest Quarter, said P.K. nail being located South 00 degrees, 00 minutes, 00 seconds West, a distance of 1328.45 feet from a brass plug found monumenting the Northwest corner of said Northwest Quarter; thence North 89 degrees, 23 minutes, 02 seconds East along the North line of the Southwest Quarter of said Northwest Quarter, a distance of 1237.44 feet to a rebar found monumenting the Northeast corner of the Southwest Quarter of said Northwest Quarter; thence South 00 degrees, 33 minutes, 40 seconds East along the East line of the Southwest Quarter of said Northwest Quarter, a distance of 1324.76 feet to a rebar found monumenting the Southeast corner of the Southwest Quarter of said Northwest Quarter, said rebar being located South 89 degrees, 13 minutes, 05 seconds West, a distance of 1246.83 feet from a P.K. nail found monumenting the Southeast corner of said Northwest Quarter; thence South 89 degrees, 13 minutes, 05 seconds West along said South line, being within the right-of-way of Ludwig Road, a distance of 25.09 feet to a railroad spike set; thence North 01 degree, 03 minutes, 41 seconds West, a distance of 176.43 feet to a rebar found; thence South 89 degrees, 08 minutes, 27 seconds West, a distance of 586.31 feet to an iron pipe found; thence South 00 degrees, 01 minute, 41 seconds East, a distance of 175.65 feet to a railroad spike set on the South line of said Northwest Quarter; thence South 89 degrees, 13 minutes, 05 seconds West along said South line, being within the right-of-way of Ludwig Road, a distance of 465.90 feet to a railroad spike set; thence North 00 degrees, 00 minutes, 00 seconds East and parallel with the West line of said Northwest Quarter, a distance of 150.00 feet to a rebar set; thence South 89 degrees, 13 minutes, 05 seconds West and parallel with the South line of said Northwest Quarter, a distance of 32.00 feet to a rebar set; thence North

Continued on next page



EXHIBIT A - CONT'D

00 degrees, 00 minutes, 00 seconds East and parallel with the West line of said Northwest Quarter, a distance of 34.00 feet to a rebar set; thence South 89 degrees, 13 minutes, 05 seconds West and parallel with the South line of said Northwest Quarter, a distance of 138.00 feet to the point of beginning, containing 34.814 acres of land, more or less.

END OF EXHIBIT A

LandAmerica  
Lawyers Title

05021 3543

#205066526  
Recorded  
10/10/2005 11:45:01  
RECORDER  
PATRICIA J CRICK  
ALLEN COUNTY, IN  
Receipt No. 51412  
DCED 3.00  
DEED 14.00  
DEED 1.00  
Total 18.00

### DEDICATION OF PRIVATE ACCESS EASEMENT

The undersigned, R & L Properties, L.L.P., Grantor, being the owner of real estate located in Allen County, Indiana, over which or adjacent to which a proposed easement for road and utility purposes is to extend, does hereby dedicate the following non-exclusive easement for road and utility purposes, the same being 60 feet in width and being described as follows, to wit:

See attached Exhibit A

The undersigned Grantor does hereby grant, dedicate and convey unto G & L Properties, L.L.P., Grantee, and its successors in interest, and their invitees and all public and quasi-public parties, including by way of illustration and not by way of limitation, emergency vehicles, school vehicles, public utility vehicles, a perpetual right and easement for purposes of ingress and egress from said easement over and across said easement as herein above described.

It is expressly understood and agreed that this easement has not yet been accepted by Allen County, Indiana, as a part of its public road system for maintenance or otherwise, and that the initial construction of said driveway shall be the responsibility of Grantor. It is intended that said easement will eventually be dedicated to the public and adopted by Allen County, but that has not yet been done.

The aforesaid easement shall be non-exclusive and among other property will benefit the Grantee's property described on the attached Exhibit B.

This Dedication of Easement shall run with the land and the provisions of this dedication of easement for roadway purposes shall be deemed to be a part of every contract or transaction for the sale of any portion or the entirety of the real estate upon which this Easement is dedicated, being the 60 foot wide strip described above; and the provisions herein contained shall be binding upon and inure to the benefit of the owner or owners of the real estate described on the attached Exhibit B.

The last deed of record for the property over which this easement runs was recorded as Document Number 200022768, in the Office of the Recorder of Allen County, Indiana.

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

SEP 30 2005

*Elizabeth A. Cloonan*  
AUDITOR OF ALLEN COUNTY

**FILED**

SEP 30 2005

SALES DISCLOSURE  
FORM

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 22nd day of April 2005.

R & L PROPERTIES, L.L.P.

BY: THE ROEBEL FAMILY PARTNERSHIP, managing partner.

By:

William F. Roebel  
William F. Roebel, General Partner

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF ALLEN       )

Before me, the undersigned, a Notary Public in and for said County and State, this 22nd day of April 2005, personally appeared William F. Roebel, General Partner of The Roebel Family Partnership, Managing Partner of R & L Properties, L.L.P., who acknowledged the execution of the foregoing instrument for and on behalf of said partnership and by authority of its partners, and who, under the penalties of perjury, affirmed and stated that the facts and matters therein set forth are true and correct. Witness my hand and notarial seal.

My Commission Expires:

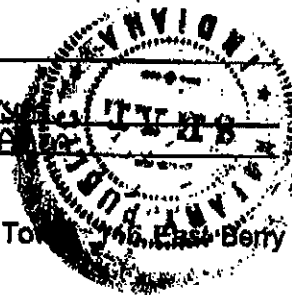
8-9-09

Demetra Curson

Notary Public

Printed Demetra Curson

County of Residence Allen



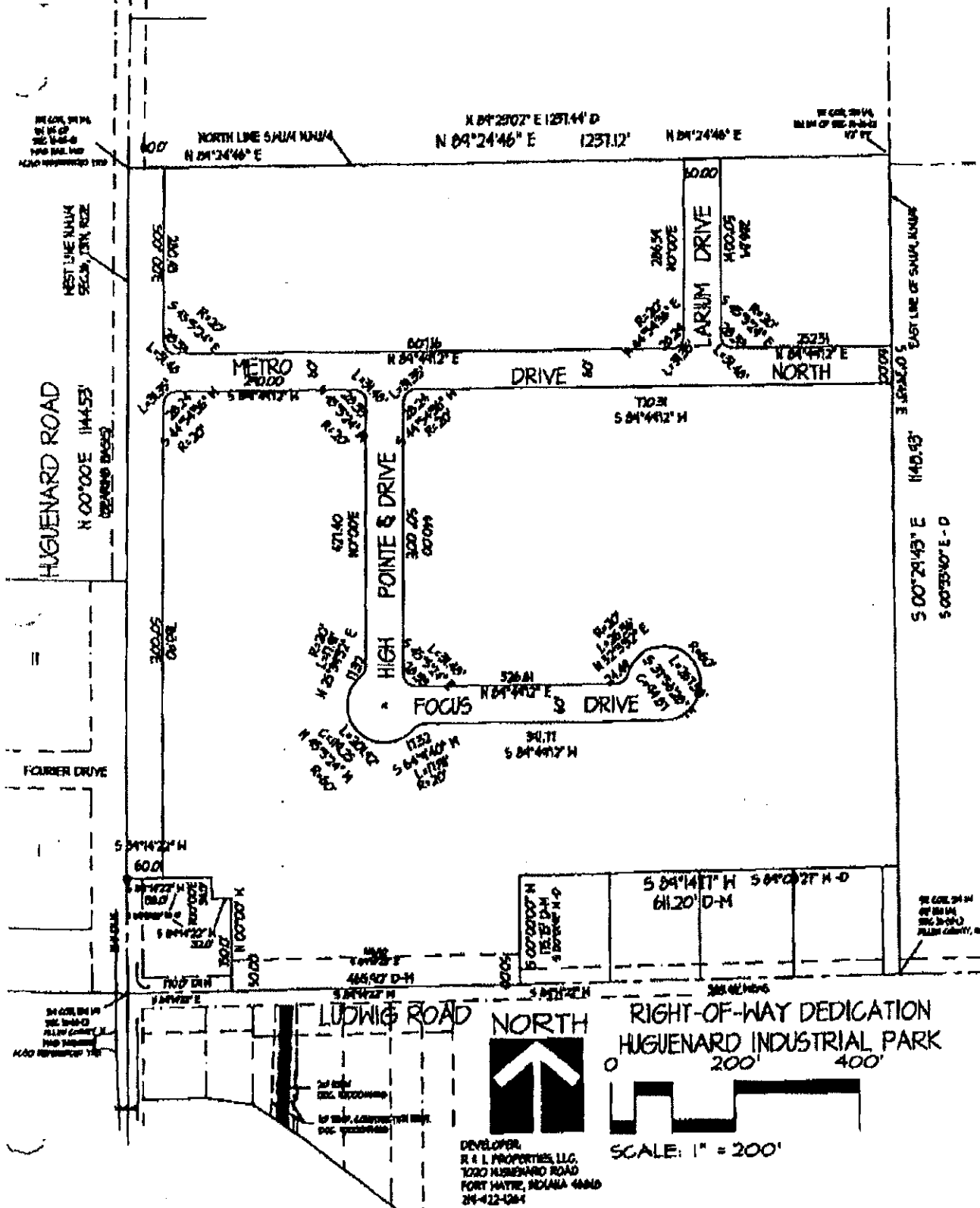
This instrument prepared by Charles D. Bash, Attorney, Suite 590, Lincoln Tower, 1600 East Berry Street, Fort Wayne, IN 46802.

## EXHIBIT A

### LEGAL DESCRIPTION OF NON-EXCLUSIVE EASEMENT

#### HUGUENARD INDUSTRIAL PARK ROADWAY DEDICATION

BEGINNING at a point on the West line of the Northwest one-quarter of Section 16, Township 31 North, Range 12 East in Allen County, Indiana, a distance of 184.0 feet North of the Southwest corner of said Northwest one-quarter; thence North 00 degree 00 minute East (bearing basis for description) along the West line of said Northwest one-quarter, a distance of 1,144.53 feet to the Northwest corner of the Southwest one-quarter of said Northwest one-quarter; thence North 89 degrees 24 minutes 46 seconds East, a distance of 60.0 feet; thence South 00 degree 00 minute East, a distance of 280.45 feet; thence on a curve to the left having a radius of 20.0 feet, an arc length of 31.48 feet and being subtended by a chord of 28.33 feet bearing South 45 degrees 05 minutes 24 seconds East; thence North 89 degrees 49 minutes 12 seconds East, a distance of 807.18 feet; thence on a curve to the left having a radius of 20.0 feet, an arc length of 31.35 feet and being subtended by a chord of 28.24 feet bearing North 44 degrees 54 minutes 36 seconds East; thence North 00 degree 00 minute East, a distance of 288.59 feet; thence North 89 degrees 24 minutes 46 seconds East, a distance of 60.0 feet; thence South 00 degree 00 minute West, a distance of 286.89 feet; thence on a curve to the left having a radius of 20.0 feet, an arc length of 31.48 feet and being subtended by a chord of 28.33 feet bearing South 45 degrees 05 minutes 24 seconds East; thence North 89 degrees 49 minutes 12 seconds East, a distance of 252.51 feet; thence South 00 degree 29 minutes 43 seconds East, a distance of 60.0 feet; thence South 89 degrees 49 minutes 12 seconds West, a distance of 770.31 feet; thence on a curve to the left having a radius of 20.0 feet, an arc length of 31.35 feet and being subtended by a chord of 28.24 feet bearing South 44 degrees 54 minutes 36 seconds West; thence South 00 degree 00 minute East, a distance of 440.0 feet; thence on a curve to the left having a radius of 20.0 feet, an arc length of 31.48 feet and being subtended by a chord of 28.33 feet bearing South 45 degrees 05 minutes 24 seconds East; thence North 89 degrees 49 minutes 12 seconds East, a distance of 326.61 feet; thence on a curve to the left having a radius of 20.0 feet, an arc length of 26.36 feet and being subtended by a chord of 24.48 feet bearing North 52 degrees 03 minutes 32 seconds East; thence on a curve to the right having a radius of 60.0 feet, an arc length of 267.58 feet and being subtended by a chord of 94.87 feet bearing South 37 degrees 58 minutes 28 seconds East; thence South 89 degrees 49 minutes 12 seconds West, a distance of 391.77 feet; thence on a curve to the left having a radius of 20.0 feet, an arc length of 17.91 feet and being subtended by a chord of 17.32 feet bearing South 64 degrees 09 minutes 40 seconds West; thence on a curve to the right having a radius of 60.0 feet, an arc length of 201.92 feet and being subtended by a chord of 119.25 feet bearing North 45 degrees 05 minutes 24 seconds West; thence on a curve to the left having a radius of 20.0 feet, an arc length of 17.91 feet and being subtended by a chord of 17.32 feet bearing North 25 degrees 39 minutes 32 seconds East; thence North 00 degree 00 minute East, a distance of 427.40 feet; thence on a curve to the left having a radius of 20.0 feet, an arc length of 31.48 feet and being subtended by a chord of 28.33 feet bearing North 45 degrees 05 minutes 24 seconds West; thence South 89 degrees 49 minutes 12 seconds West, a distance of 290.0 feet; thence on a curve to the left having a radius of 20.0 feet, an arc length of 31.35 feet and being subtended by a chord of 28.24 feet bearing South 44 degrees 54 minutes 36 seconds West; thence South 00 degree 00 minute East, a distance of 763.90 feet; thence South 89 degrees 14 minutes 22 seconds West, a distance of 60.01 feet to the point of beginning.



## EXHIBIT B

### BENEFITTED REAL ESTATE

COMMENCING at the Northwest corner of the Northwest Quarter of said Section 16; thence South 00 degrees 24 minutes 19 seconds West, on and along said West line, being within the right-of-way of Huguenard Road, a distance of 1328.52 feet to a MAG nail found at the Southwest corner of the Northwest Quarter of said Northwest Quarter; thence North 89 degrees 48 minutes 37 seconds East, on and along the South line of the Northwest Quarter of said Northwest Quarter, a distance of 383.00 feet to the point of beginning as marked by a five-eighths inch diameter steel pin found with D&A Firm No. 0026 Identification cap. BEGINNING at the above described point; thence North 89 degrees 48 minutes 37 seconds East, on and along the South line of the Northwest Quarter of said Northwest Quarter, a distance of 874.19 feet to a five-eighths inch diameter steel pin set with D&A Firm No. 0026 Identification cap at the Southeast corner thereof; thence North 00 degrees 05 minutes 43 seconds West, on and along the East line of the Northwest Quarter of said Northwest Quarter, a distance of 742.18 feet to a #5 rebar at the point of intersection of said East line with the centerline of Brown No. 2 Drain; thence North 69 degrees 19 minutes 20 seconds West on and along said centerline, a distance of 115.0 feet; thence North 75 degrees 31 minutes West, continuing along said centerline, a distance of 95.6 feet; thence North 86 degrees 53 minutes 23 seconds West, continuing along said centerline, a distance of 117.85 feet; thence North 83 degrees 13 minutes 52 seconds West, continuing along said centerline, a distance of 118.92 feet; thence South 89 degrees 46 minutes 24 seconds West, continuing along said centerline, a distance of 161.71 feet to an Easterly corner of an 11.8543 acre tract of land conveyed to Raymond Robert Kurtz under Document Number 94-8035 in the Office of the Recorder of Allen County, Indiana as marked by a five-eighths inch diameter steel pin found with Tazian's Identification cap; thence South 00 degrees 24 minutes 19 seconds West, on and along the East line of said 11.8543 acre tract and parallel to said West line, a distance of 588.47 feet to a #5 rebar at the Southeast corner of said 11.8543 acre tract; thence South 89 degrees 48 minutes 37 seconds West, on and along the South line of said 11.8543 acre tract, a distance of 269.46 feet to a #5 rebar; thence South 00 degrees 24 minutes 19 seconds West parallel to the West line of said Northwest Quarter, a distance of 240.0 feet to the Point of Beginning, containing 12.617 acres of land, more or less.

ALLEN COUNTY REDEVELOPMENT COMMISSION

RESOLUTION 01-01-16-02

RECORDED  
05/30/2002 09:58:25  
RECORDER  
PATRICIA J CRICK  
ALLEN COUNTY, IN

**A RESOLUTION CONFIRMING ALLEN COUNTY REDEVELOPMENT COMMISSION  
RESOLUTION 00-12-12-03, A RESOLUTION AMENDING THE HUGUENARD ROAD  
ECONOMIC DEVELOPMENT AREA TO SPECIFY ADDITIONAL PUBLIC PROJECTS  
SERVING IT AND TO DESIGNATE AN ADDITIONAL ALLOCATION AREA  
FOR THE PURPOSE OF COLLECTING TAX INCREMENT**

WHEREAS, following the adoption of Declaratory Resolution 00-12-12-03 for the Huguenard Road Economic Development Area by the Allen County Redevelopment Commission on December 12, 2000, the same, together with the supporting data was submitted to the Board of Commissioners of the County of Allen, Indiana, which Board on January 3, 2001, approved, ratified, and confirmed through Allen County Board of Commissioners Resolution 01-01-01-02 the action of the Allen County Redevelopment Commission with respect to said Declaratory Resolution; and,

WHEREAS, upon receipt of the written order of the approval of the Allen County Board of Commissioners through its Resolution 01-01-03-02, the Redevelopment Commission published notice of the adoption of said Declaratory Resolution, and the fact that maps and plats have been prepared and are available for inspection at the office of the Allen County Redevelopment Commission, and that a public hearing would be held on January 16, 2001, at 2:00 p.m. in Room 200 of the City-County Building, at which hearing remonstrances and objections from persons affected by the proceedings pertaining to the proposed designation would be received and heard by the Redevelopment Commission, and the public utility and benefit of said Huguenard Road Economic Development Area Plan would be determined by the Commission, which notice was published in *The (Fort Wayne) News Sentinel* and *The (Fort Wayne) Journal Gazette* both being at least ten (10) days prior to the date filed for the hearing; and,

WHEREAS, in accordance with State law, a copy of the notice of said public hearing was filed in the office of the Allen County Plan Commission, Allen County Board of Zoning Appeals, Allen County Parks and Recreation Department, Board of Commissioners, and Building Commissioner; and,

WHEREAS, said public hearing was held on January 16, 2001, at the time and place stated in the public notice; and,

WHEREAS, at said hearing, the Allen County Redevelopment Commission afforded an opportunity for all persons and organizations, or representatives thereof, to express their views with respect to the Amended Economic Development Area designation; and,

WHEREAS, the Commission requested all persons desiring to file a written remonstrance or objection to do so at said hearing; and,

WHEREAS, the Allen County Redevelopment Commission has heard all persons who have expressed their view or voiced any objections to Allen County Redevelopment Commission Declaratory Resolution 00-12-12-3 regarding the Huguenard Road Economic Development Area, and therefore the Allen County Redevelopment Commission is prepared to take final action on Allen County Redevelopment Commission Declaratory Resolution 00-12-12-3; and,

CALL SCOTT HAROLD  
PLANNING  
EXT 3601

n/c

WHEREAS, the Allen County Redevelopment Commission, after careful consideration of the comments made at said hearing, and upon further review of the entire proceedings, finds that the development of the property in the Huguenard Road Economic Development Area referred to in said Declaratory Resolution adopted by the Commission on December 12, 2000, is of public utility and benefit and that said Declaratory Resolution should be confirmed. The real estate to be included in the Economic Development Area is delineated in Exhibit A and the allocation areas are delineated in Exhibit B, attached hereto and incorporated by reference herein.

NOW, THEREFORE, BE IT RESOLVED that the Allen County Redevelopment Commission, now declares that the herein described area lacks the necessary public improvements to support additional development which would provide significant job opportunities for Allen County area residents, and that the development of said area shown on the aforementioned maps and plats under the provisions of the Redevelopment of Blighted Areas Act of 1981 (P.L. 309 and 310 of the Acts of 1981 of the General Assembly of the State of Indiana, as Amended and Supplemented), (the "Act") will be of public utility and benefit.

BE IT FURTHER RESOLVED, that the development of said area be in accordance with the Economic Development Area Plan Amendment for the Bluffton Road East Economic Development Area, which will be of public utility and benefit.

BE IT FURTHER RESOLVED, pursuant to Section 36-7-14-39 of the Redevelopment of Blighted Areas Act of 1981, as amended and supplemented, that:

- a. As used in this Resolution for the purposes of distribution and allocation of real and personal property taxes, "allocation area" means only the allocation areas identified in Exhibit B to this Confirmatory Resolution.
- b. Any real property taxes hereafter levied by or for the benefit of any public body entitled to a distribution of property taxes on taxable real property in the allocation areas described in this Resolution shall be allocated and distributed as follows:
  1. Except as otherwise provided in this section, the proceeds of such taxes attributable to the lesser of:
    - i. the assessed value of such property for the assessment date with respect to which the allocation and distribution is made, or
    - ii. the net assessed value of all such property as finally determined for the assessment date immediately preceding the effective date of the allocation provision of this Resolution; shall be allocated to and when collected paid into the funds of the respective taxing units.
  2. Except as otherwise provided in this section, property tax proceeds in excess of those described in subdivision (1) shall be allocated to the redevelopment district and, when collected, paid into a special fund for that allocation area that may be used by the redevelopment district only to :
    - i. pay the principal of and any interest on any obligations payable solely from allocated tax proceeds which are incurred by the redevelopment district for




the purpose of financing or refinancing the redevelopment of that allocation area;

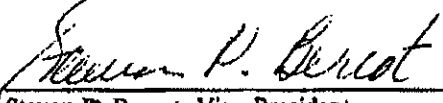
- ii. establish, augment, or restore the debt service reserve for bonds payable solely or in part from allocated tax proceeds in that allocation area;
  - iii. pay the principal and interest of bonds payable from allocated tax proceeds in that allocation area and from the special tax levied under I.C. 36-7-14-27;
  - iv. pay the principal of and interest on bonds issued by the Allen County to pay for local public improvements in or serving the allocation area;
  - v. pay premiums on the redemption before maturity of bonds payable solely or in part from allocated tax proceeds in that allocation area;
  - vi. make payments on leases payable from allocated tax proceeds in that allocation area under I.C. 36-7-14-25.2;
  - vii. reimburse Allen County for expenditures made by it for local public improvements [which include buildings, parking facilities, and other items described in I.C. 36-7-14-25.1 (a)] in or serving the allocation area;
  - viii. reimburse Allen County for rentals paid by it for a building or parking facility in or serving the allocation area under any lease entered into under I.C. 36-1-10;
  - ix. pay all or a portion of a property tax replacement credit to taxpayers in the allocation area as determined by the Commission by separate resolution;
  - x. pay expenses incurred by the Allen County Redevelopment Commission for local public improvements that are in the allocation area or are serving the allocation area [which include buildings, parking facilities, and other items described in I.C. 36-7-14-25.1 (a)]; and/or
  - xi. apply to any other purpose now or hereafter permitted by the Act or any amendment or supplement to the Act.
3. When the monies in the allocation fund are sufficient to pay when due all principal and interest on bonds described herein, and are not needed for the other purposes described herein, monies in the allocation fund in excess of that amount shall be paid to the respective taxing units in the manner provided in subdivision (1) of this section.

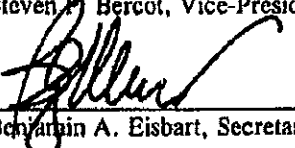
BE IT FURTHER RESOLVED, that the proposed amended plan of economic development as set forth in Declaratory Resolution 00-12-12-3 for the Huguenard Road Economic Development Area, together with said Declaratory Resolution, adopted by the Allen County Redevelopment Commission on December 12, 2000, and approved by the Board of Commissioners of the County of Allen, Indiana, on January 3, 2001, is hereby confirmed.

Adopted at a public meeting of the Allen County Redevelopment Commission in the City-County Building, which meeting was called and held following a public hearing at 2:00 p.m. Eastern Standard Time on January 16, 2001, and duly recorded in the records of the office of the Allen County Redevelopment Commission.

ALLEN COUNTY REDEVELOPMENT COMMISSION

  
\_\_\_\_\_  
Michael E. McCollum, President

  
\_\_\_\_\_  
Steven P. Bercot, Vice-President

  
\_\_\_\_\_  
Benjamin A. Eisbart, Secretary

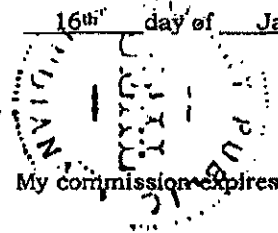
\_\_\_\_\_  
David A. Myers, Member

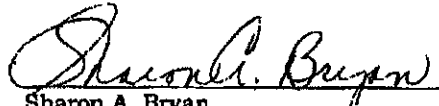
\_\_\_\_\_  
Edward L. Neuffer, Member

STATE OF INDIANA    )  
                              ) SS:  
COUNTY OF ALLEN    )

Before me the undersigned, a Notary Public in and for Allen County, State of Indiana personally appeared Michael E. McCollum, Steven P. Bercot, and Benjamin A. Eisbart this

16<sup>th</sup> day of January, 2001.



  
\_\_\_\_\_  
Sharon A. Bryan  
Notary Public, A Resident of Allen County, IN

My commission expires: 5 February 2001

This document prepared by G. William Fishing, Allen County Attorney.

## **EXHIBIT A**

### **Property Description Huguenard Road Economic Development Area**

Beginning at the center line of Chalfant Road at its intersection with the center line of Ludwig Road, proceed west along the center line of Ludwig Road to its intersection with Huguenard Road, then continue west approximately 1,308.82 feet along the southern boundary line of parcel 29-0017-0006, then north approximately 658.73 feet, then east approximately 1,304.54 feet to the center line of Huguenard Road, then north along the centerline to its intersection with Cook Road, then east along the center line to its intersection with Chalfant Road, then south along Chalfant to the point of beginning.

## **EXHIBIT B**

### **Huguenard Road Economic Development Area (Amended)**

#### **Property Description Allocation Area 1**

Beginning at the center line of Huguenard Road at its intersection with Ludwig Road, proceed west approximately 1,308.82 feet along the southern boundary line of parcel 29-0017-0006, then north approximately 658.73 feet, then east approximately 1,304.54 feet back to the center line of Huguenard Road, then south along the centerline approximately 664.44 feet to the point of beginning.

#### **Property Description Allocation Area 2**

Parcels located in a portion of Section 16 of Washington Township bounded by Cook, Chalfant, Ludwig, and Huguenard Roads and known by tax parcel numbers 29-0016-0031, 29-0016-0033, 29-0016-0004, 29-0016-0005, 29-0016-0041, 29-0016-0036, 29-0016-0044, and 29-0016-0045. This area totals approximately 134.45 acres.

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**HUGUENARD ROAD  
ECONOMIC DEVELOPMENT AREA  
PLAN AMENDMENT**

**ALLEN COUNTY REDEVELOPMENT COMMISSION  
DECEMBER 12, 2000**

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## INTRODUCTION

In recent years, Allen County has targeted three areas in the county for industrial development. The east area, in the vicinity of Ryan Road between Dawkins Road and U.S. 24, has been targeted for heavy industrial uses. The area has large parcels of undeveloped land with excellent transportation access via state and federal highways, I-469, and rail lines. The southwest area, in the Bluffton Road/I-469 vicinity and near the Fort Wayne International Airport, has been targeted for light manufacturing and distribution uses. That sort of development had already begun with facilities such as Exel Logistics (in the former Nestle facility), Tuthill, and Waterfurnace located there. The northwest area, generally along Cook and Ludwig Roads between Huguenard and Hanauer Roads, is targeted for additional industrial park development with 1- to 5-acre lots as has previously occurred.

Investments in infrastructure have been made recently in each of these areas to encourage industrial development. Allen County, the City of New Haven, and the State of Indiana contributed to road improvements, the extension of a water main, and construction of a water storage tank in the east area. The impetus for the improvements was the desire of Superior Aluminum Alloys to locate in that area. Allen County and the City of Fort Wayne combined their efforts to provide the improvements that will open approximately 1,200 acres for industrial development in the southwest area. This area previously had interested prospects, but each chose another location with utilities already in place. Between 1997 and 2000, the majority of water and sewer improvements serving the southwest area were constructed. In the northwest area, a sewer main was extended to serve a proposed industrial park in 1999. The lots in Edgewood North, on the west side of Huguenard Road, were in great demand with ten of the eleven lots sold in only a few months. As other industrial parks have begun development in that area, minor improvements such as acceleration/deceleration lanes have been constructed.

Even though investments have been made in each of the three target areas, the emphasis has been on the southwest area. With work essentially completed in 2000 and the increased interest shown in industrial park development, the emphasis will shift to the northwest area.

## PURPOSE

The Huguenard Road Economic Development Area (EDA) was designated in February 1998 primarily to assist with the development of Edgewood North. The allocation area included only the twenty-acre Edgewood North property, but the entire EDA encompassed approximately 200 acres generally bounded by Ludwig, Huguenard, Cook, and Chalfant roads. The intent of the Redevelopment Commission has been for all of this EDA, the Cook/Hanauer EDA to the north, and other property in the vicinity to develop

with industrial parks. One purpose of this amendment is to specify the infrastructure needs for the remainder of the Huguenard Road EDA.

The other purpose of this amendment is to enlarge the allocation area so increment can be collected from new developments that have been proposed or are under construction. Venture Park, a 37-acre industrial park on the south side of Cook Road, is now under construction. The park is being developed primarily for the construction of New Beginnings Youth Center, a juvenile detention and rehabilitation facility. The park will also include seven lots of approximately two to six acres each for other users. There are two other industrial parks and one stand-alone building within the EDA that have received plan commission approval. Immediately south of Venture Park, on the north side of Ludwig Road, will be Metro Business Park. The 37-acre parcel will include 22 lots of 0.8 to 2.0 acres each. On the west side of Metro, at the northeast corner of Ludwig and Huguenard roads, will be Huguenard Industrial Park. It includes a total of 47 acres and will have 19 lots ranging in size from 1.6 to 2.5 acres each. APR Plastic Fabricating has received approval for construction of a 36,000 square foot building on 6.4 acres on the west side of Chalfant Road, midway between Ludwig and Cook.

## **INFRASTRUCTURE NEEDS**

The City of Fort Wayne contracted with Bonar Group for the preparation of the *Northwest Area Transportation, Water, and Sewer Master Plan*. The plan, which was completed in August 1998, specifies the improvements necessary for development of an area generally bounded by Lima Road, Washington Center Road, Goshen Road, and Wallen Road. The Huguenard Road EDA is only a part of the study area, so this report will discuss only those improvements necessary to serve the EDA. All cost estimates are in 1998 dollars and include engineering, right of way, and construction costs.

### **Water Improvements**

The *Northwest Plan* indicates the need for a 12-inch water main along Ludwig Road from Huguenard Road to Hatfield Road. The new main will connect with existing 16-inch mains, thereby looping the system and providing public water service along this portion of Ludwig Road for the first time. Looping the system provides more even pressure and increases reliability for users since the water can be routed in either direction in the event of a break. The project cost was estimated at \$160,000.

### **Sanitary Sewer Improvements**

Much of the Huguenard Road EDA can be provided sanitary sewer service through a main extension constructed along Brown Ditch. The main will connect with an existing main at Chalfant Road and extend northwest to the intersection of Cook Road and Huguenard Road, a distance of 3,800 feet. The total estimated cost is \$380,000.

A portion of this sewer main, about two-thirds of its total length, was constructed 2000 to permit the development of Venture Park. The sewer main was constructed through the park to its western edge to allow its extension further west later. The City of Fort Wayne contributed funds to reimburse the developer for oversizing and extending the main to accommodate future development.

### Transportation Improvements

The *Northwest Plan* specifies a group of transportation improvements that will serve the EDA. The projects are divided into three categories (immediate, 5-year, and 20-year) according to their need. The needs are based on current demands on the existing transportation system and future demands using projected increases in traffic. The projects listed below are those most directly related to the EDA. Other projects were listed in the *Northwest Plan* that would benefit the EDA, but are not as important as these.

#### *Immediate Plan*

- Improve intersection of Washington Center Road and Huguenard Road. This project would signalize the intersection and add auxiliary left and right turn lanes to the east and west approaches of Washington Center Road and the north and south approaches of Huguenard Road. The estimated cost is \$300,000.
- Rehabilitate Huguenard Road from Washington Center Road to Cook Road. This would widen the road to two 12-foot lanes, level and resurface the pavement, and add 4-foot paved shoulders on each side. The estimated cost is \$500,000.

#### *Five Year Plan*

- Rehabilitate Ludwig Road from Huguenard Road to S.R. 3. This project would widen the road to two 12-foot lanes, level and resurface the pavement, and add 4-foot paved shoulders. The estimated cost is \$600,000.
- Improve intersection of Cook Road and Huguenard Road. This would include signalizing the intersection and adding left turn lanes to the east and west approaches of Cook Road and to the north and south approaches of Huguenard Road. The estimated cost is \$260,000.

#### *Twenty Year Plan*

- Reconstruct Cook Road to four lanes from U.S. 33 to S.R. 3. This project would consist of a typical four lane curbed section with storm sewers. The estimated cost is \$11,000,000. An alternative is to widen and rehabilitate Cook Road which would include widening to four 12-foot lanes, resurfacing the existing pavement with asphalt, adding curbs and gutters, and constructing storm sewers. The estimated cost of this alternative is \$7,500,000.

- Improve the existing signalized intersection of Cook Road and Huguenard Road. This project would add left turn lanes and combined through traffic/right turn lanes to north and south approaches on Huguenard Road. It would also add left turn lanes, through traffic lanes, and combined through traffic/right turn lanes to the east and west approaches of Cook Road. The total estimated cost is \$300,000.
- Reconstruct Huguenard Road to four lanes from Washington Center Road to Cook Road. This project will consist of a typical four-lane section with curbs and the construction of storm sewers. The estimated cost is \$3,000,000.
- Improve the intersection of Ludwig Road and Huguenard Road. This project would consist of the construction of left and right turn lanes on the east approach of Ludwig Road. Huguenard Road would be modified to include a left turn lane and two through traffic lanes at its north approach and a through traffic lane and a combined through traffic/right turn lane at its south approach. The intersection would also be signalized. The estimated cost is \$250,000.
- Vacate Chalfant Road. This road has a chip and seal surface and only serves property along its west right of way. The plan stated another route should be found for a north-south roadway between Cook Road and Ludwig Road.
- Construct new two lane north-south roadway from Ludwig Road to Cook Road to replace Chalfant Road. This project would consist of two 12-foot lanes with 4-foot paved shoulders. Estimated cost is \$1,500,000.

Since completion of the *Northwest Plan*, a development plan for Venture Park was approved in the area of the route for the proposed roadway to replace Chalfant Road. The development plan was approved with a street ending in a cul-de-sac, not a through street. Also, APR Plastic Fabricating received approval to construct a manufacturing facility on the west side of Chalfant Road. Other access alternatives are not readily available for that property. The situation dictates reconsideration of the two recommendations above. Improvements to Chalfant Road will be necessary to accommodate APR. The Allen County Highway Department has prepared a plan to improve the base of the roadway and cover with a triple chip and seal surface. The cost of materials is estimated to be \$20,500. The Highway Department will perform the labor.

#### Other Improvements

As development occurs within the EDA, the Redevelopment Commission may deem it necessary to pursue other infrastructure improvements not envisioned at the time this amendment was prepared. Other likely improvements not specified include the construction of water and sanitary sewer mains, drainage improvements, acceleration/deceleration lanes, turning lanes, and intersection modifications and signalization. The Redevelopment Commission may also pursue other road improvements identified in the *Northwest Plan*, but not discussed in this amendment.



The Redevelopment Commission will pursue other investments within or serving the EDA as permitted by I.C. 36-7-14-39(b) *et. seq.* and determined appropriate to further the purposes of the plan and this amendment.

### **NEW ALLOCATION AREA**

When the Huguenard Road EDA was originally designated one allocation area was included. That allocation area was the Edgewood North Industrial Park property. Additional developments have been proposed and plans submitted for the necessary approvals from the Allen County Plan Commission. Those developments will be served by the infrastructure improvements discussed above. Therefore, the developments will be included in the new allocation area to be adopted as part of this plan amendment. This new allocation area, to be known as Huguenard Road EDA Allocation Area 2 is shown on the attached maps and is described as:

Parcels located in a portion of Section 16 of Washington Township bounded by Cook, Chalfant, Ludwig, and Huguenard Roads and known by tax parcel numbers 29-0016-0031, 29-0016-0033, 29-0016-0004, 29-0016-0005, 29-0016-0041, 29-0016-0036, 29-0016-0044, and 29-0016-0045. This area totals approximately 134.45 acres.

The Redevelopment Commission will collect tax increment from this new allocation area as well as the existing allocation area to reimburse the costs of improvements undertaken prior to the collection of the increment. After those costs are reimbursed, the Redevelopment Commission will set aside increment to pay future costs of allowable expenses for improvements within or serving the EDA.

### **AMENDMENT PROCEDURE**

Indiana law specifies the procedure that must be followed to amend an EDA plan and allocation area. In this case, the procedure requires a public hearing to be held by the Redevelopment Commission followed by consideration of approval. State law also requires that the enlargement of any boundary within an EDA be approved by the unit's legislative body. In this case, the Allen County Board of Commissioners must grant approval.

### **FINDINGS**

For the approval of the original EDA designation, the Redevelopment Commission was required to make findings according to Indiana law. The Commission is not required to make those findings again for the approval of an amendment. However, it must make the following findings prior to approving the amendment:

1. the amendment is reasonable and appropriate when considered in relation to the original resolution or plan and the purposes of the State legislation, and
2. the resolution or plan, with the proposed amendment, conforms to the comprehensive plan for the unit.

The amendment is reasonable and appropriate when considered in relation to the original resolution or plan and the purposes of the State legislation. This amendment is an extension of the original plan the purpose of which was to fund infrastructure improvements to assist in the development of an industrial park and to enhance the desirability of neighboring areas. This amendment describes infrastructure improvements known to be necessary for development of the remainder of the EDA. It also designates an additional allocation area to collect revenue to pay the costs of the improvements.

When approving the original plan and designation, the Redevelopment Commission made the five findings required by State law. Since this amendment is an extension of that plan and not a departure from it, this amendment also meets the purposes of the State legislation.

The resolution or plan, with the proposed amendment, conforms to the comprehensive plan for the unit. The Commission found the original plan to be in conformance with the Allen County Comprehensive Plan, as amended. This amendment is a continuation of the original plan and includes no changes to the proposed use of the land within the EDA. The purpose remains the encouragement of industrial development, primarily in planned industrial parks. Therefore, this amendment conforms to the comprehensive plan.

While the original designation was under consideration, the Allen County Plan Commission was asked to initiate a rezoning of the undeveloped portions of the EDA not zoned for industrial use or proposed for development with other uses. The property was rezoned to I-2(P)/Planned General Industrial in order to promote industrial development.

#### **ENFORCEMENT OF THE AMENDED EDA PLAN**

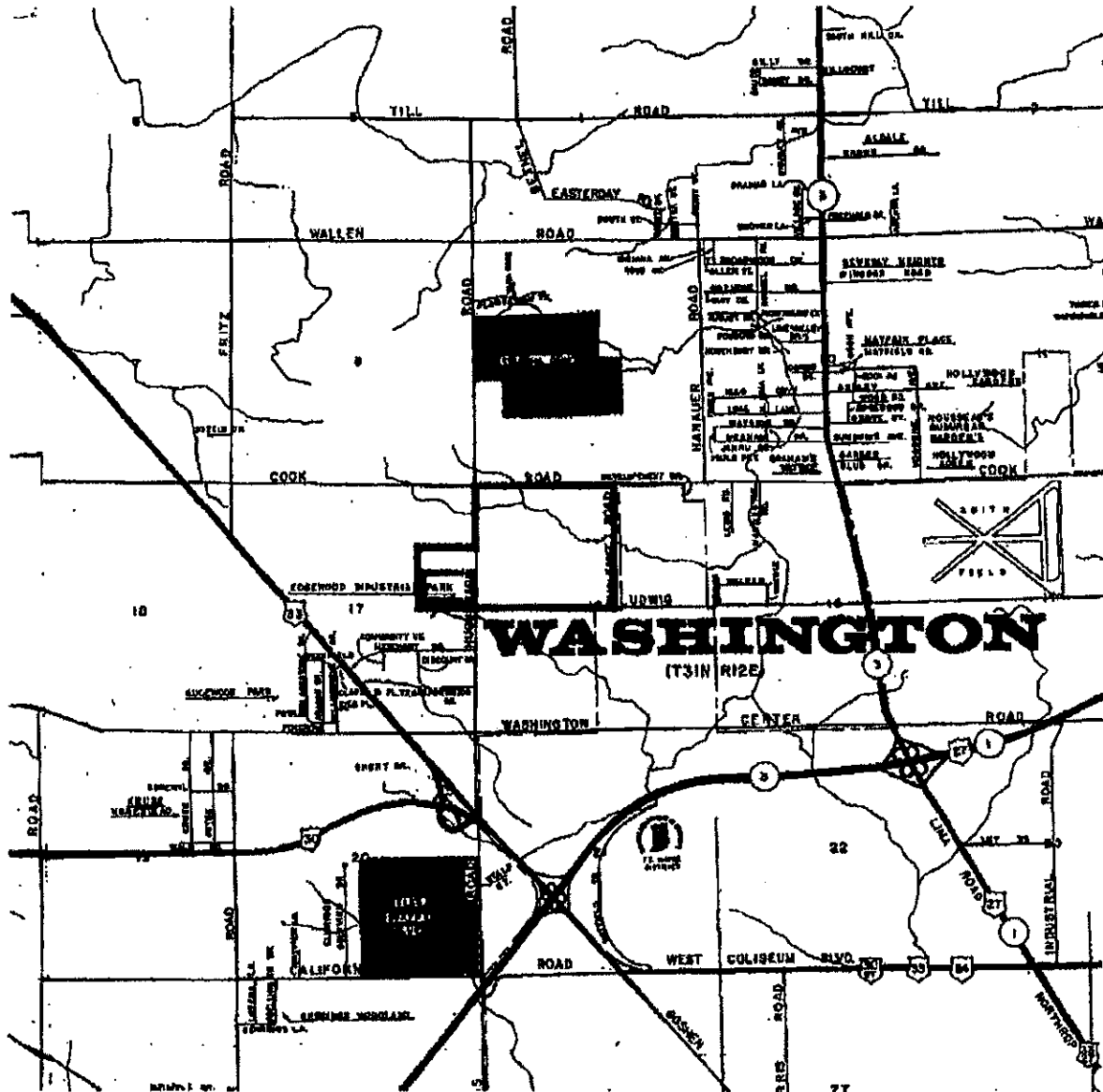
The Redevelopment Commission will enforce the provisions of this amendment in the same manner as the original plan. The following steps have been or will be taken:

1. The Commission's staff, on behalf of the Commission, previously served notice to all affected boards, commissions, departments, divisions, agencies, or officers that are involved with the issuance of permits, certificates, variances, tax allocation, or any other items effecting the use or development of property within the economic development area at the time of original designation; and
2. The Commission shall have the responsibility to review and approve any action listed above prior to the issuance of permits and certificates. The Commission will also be

responsible for reviewing and approving the allocation of tax revenues in accordance with I.C. 36-7-14 et seq.; and

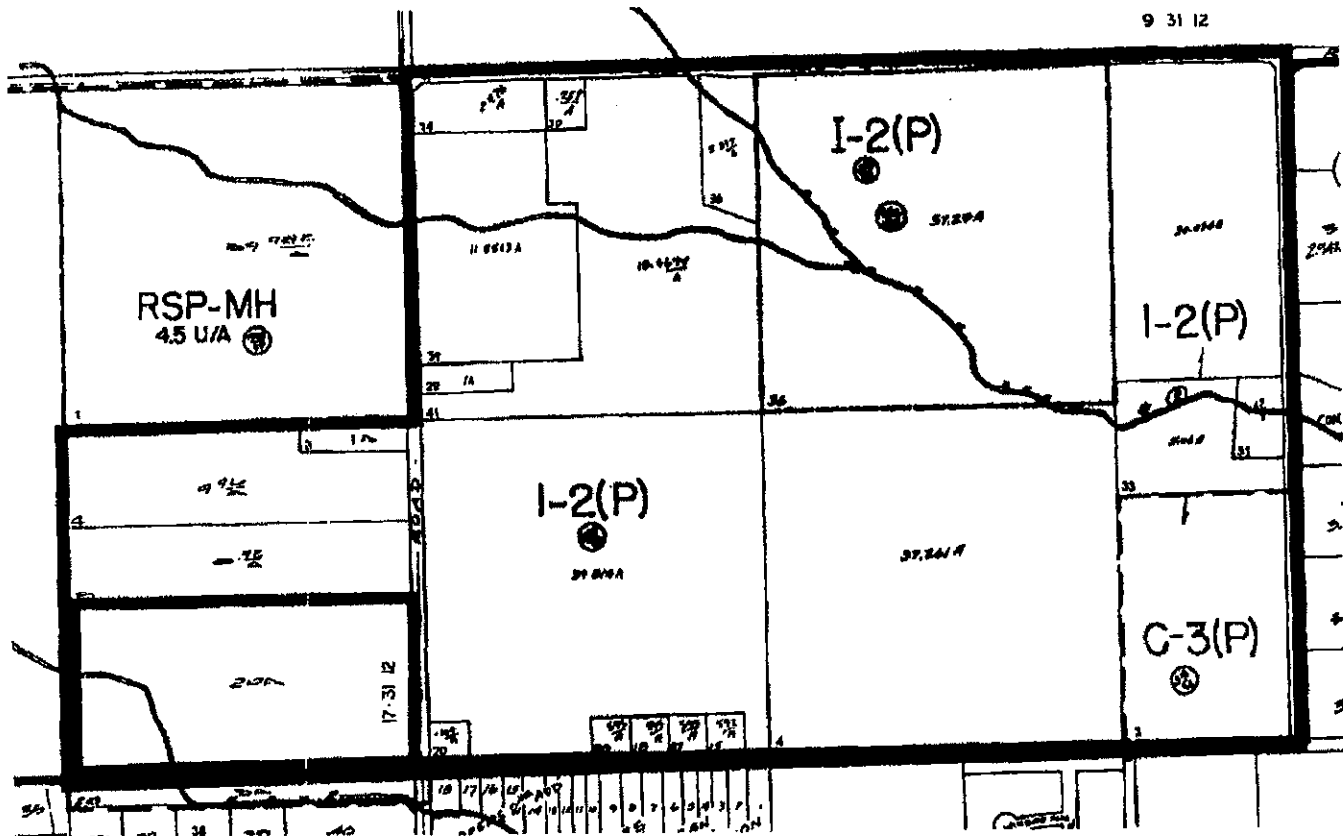
3. The original plan and this amendment, their regulations, and requirements shall be in effect for a period of thirty (30) years from the date of adoption by confirmatory resolution by the Allen County Redevelopment Commission.

# HUGUENARD ROAD ECONOMIC DEVELOPMENT AREA PLAN



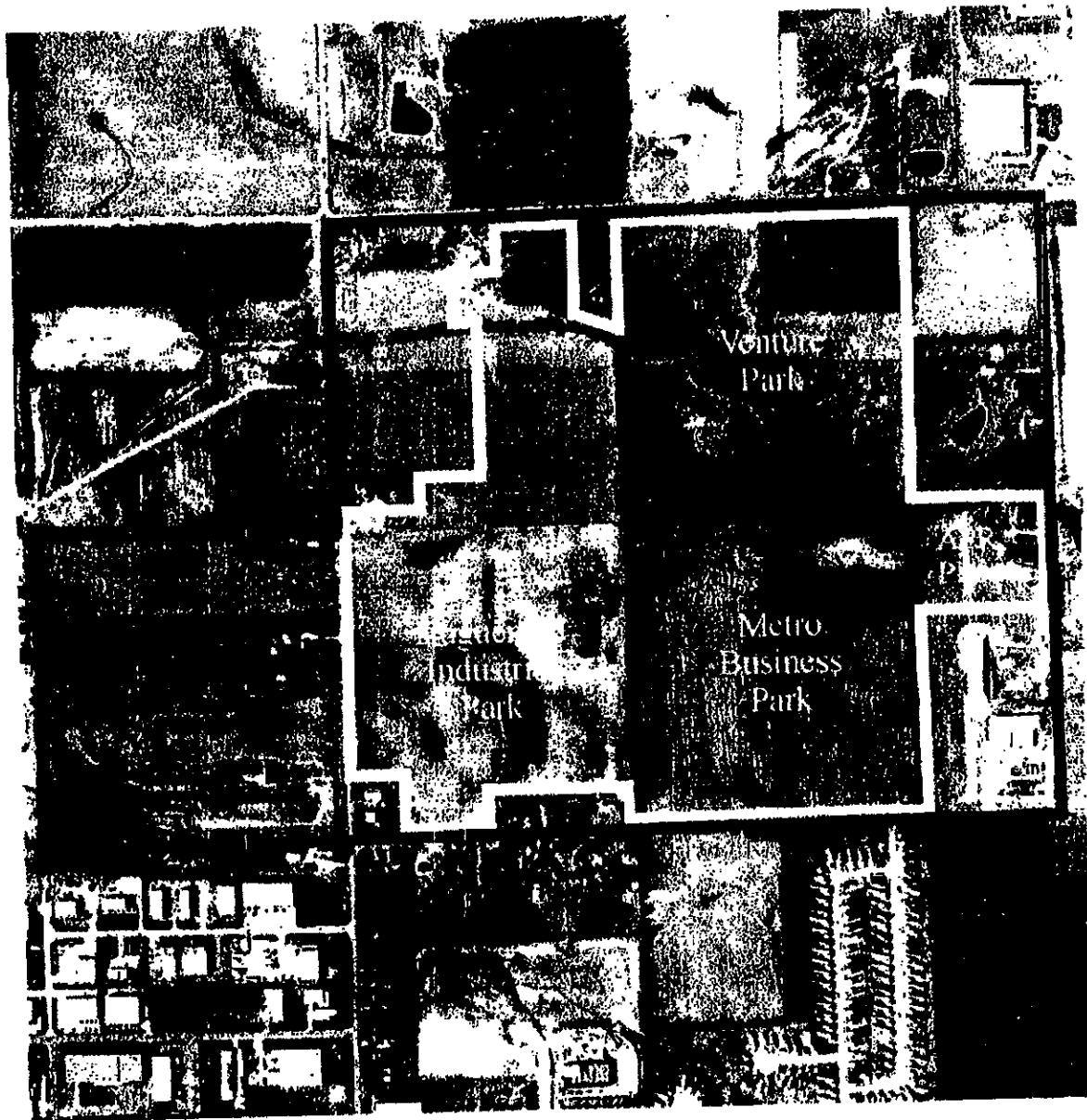
- Area Boundary
- Allocation Area 2
- Original Allocation Area

# HUGUENARD ROAD ECONOMIC DEVELOPMENT AREA PLAN



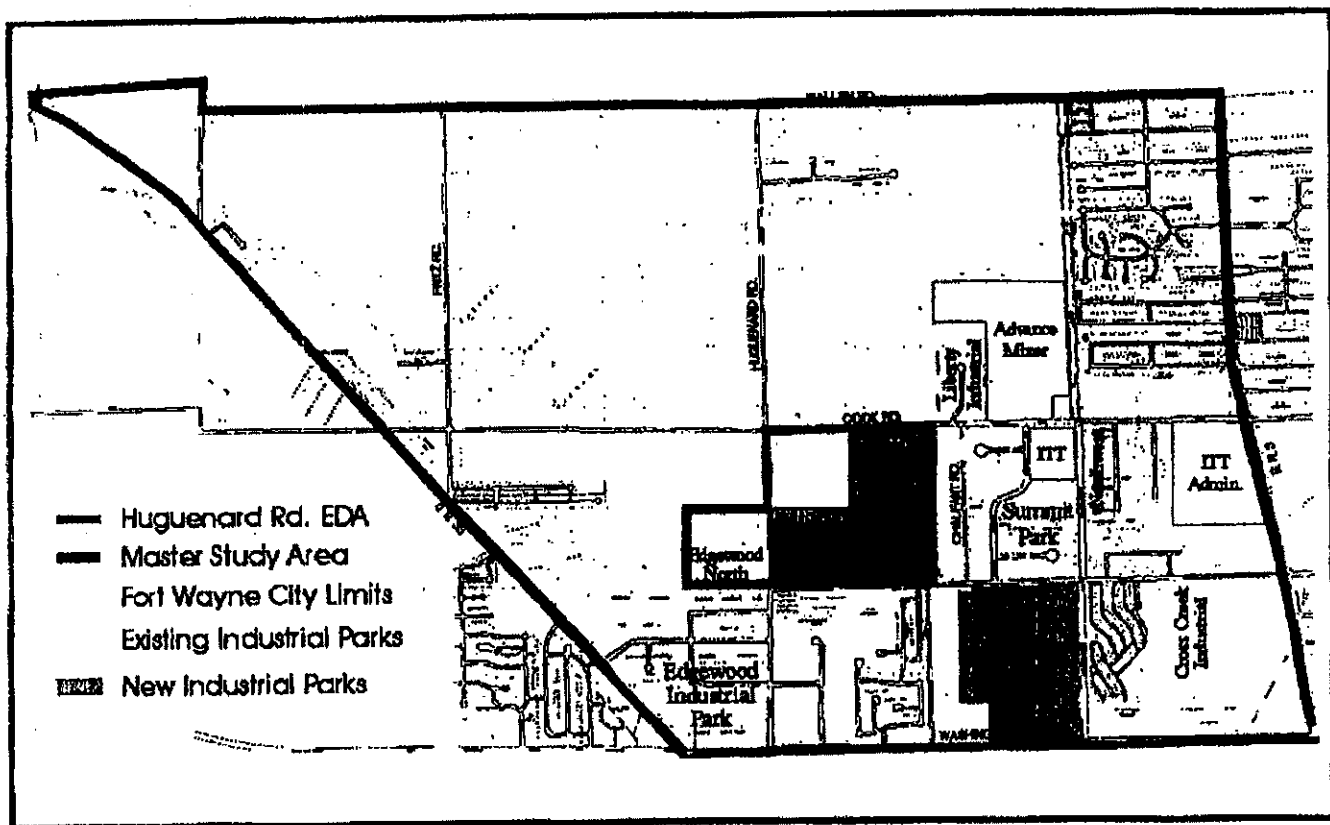
- Area Boundary**
- Original Allocation Area**
- Allocation Area 2**
- Zoned I-2(P) (Planned General Industrial)**

# HUGUENARD ROAD ECONOMIC DEVELOPMENT AREA PLAN



- Area Boundary
  - Original Allocation Area
  - (none) Acquisition
  - (none) Demolition
- Allocation Area 2
- There will be no demolition in the Economic Development Area.

# NORTHWEST AREA TRANSPORTATION, WATER, AND SEWER MASTER PLAN



AUGUST 1998

**BONAR**  
GROUP

**CODE OF BY-LAWS**  
**OF**  
**HUGUENARD INDUSTRIAL PARK ASSOCIATION, INC.**

**ARTICLE I**

**Identification**

Section 1.01. Name. The name of the Corporation is HUGUENARD INDUSTRIAL PARK ASSOCIATION, INC., INC. (hereinafter referred to as the "Corporation").

Section 1.02. Principal Office and Registered Agent. The post office address of the principal office of the Corporation is 3216 LaBalme Trail Fort Wayne, Indiana 46804; the name and post office address of the Corporation's Registered Agent is William F. Roebel, 3216 LaBalme Trail Fort Wayne, Indiana 46804; and the address of the Registered Office for service of process is 3216 LaBalme Trail Fort Wayne, Indiana 46804. The location of the principal office of the Corporation or the designation of its Registered Agent, or both, may be changed at any time, or from time to time, when authorized by the Board of Directors by filing with the Secretary of State, on or before the day any such change is to take effect, or as soon as possible after the death of its Registered Agent, or other unforeseen termination of its agent.

Section 1.03. Fiscal Year. The fiscal year of the corporation shall begin at the beginning of the first day of January and end at the close of the last day of December next succeeding.

Section 1.04. Corporate Seal. The corporation shall have no corporate seal.

**ARTICLE II**

**Membership**

Section 2.01. Membership. Every Owner of a Lot in Huguenard Industrial Park shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot.

Section 2.02. Voting Rights. The total number of votes for all Members of the Association, Owners, shall be one hundred (100), and each Owner shall be entitled to cast a number of votes equal to the Owner's percentage of acreage that Owner's land represents of the total



acreage of land within Huguenard Industrial Park, (i.e. If an Owner's land represents 10% of the total land within the Huguenard Industrial park, then said Owner shall be entitled to 10 votes).

No Member shall vote at any meeting if he is in default in the payment of any assessment levied by the Corporation or if he becomes a Member within ten (10) days next preceding the date of the meeting. Such rights may also be suspended after notice of hearing for a period not to exceed sixty (60) days for an infraction of published rules and regulations.

Section 2.03. Rights, Preferences, and Limitations All of the Members of the Association shall have the same rights, privileges, duties, liabilities, limitations and restrictions, except as otherwise setout in the Declaration, Covenants, Conditions and Restrictions. All Members shall abide by the Articles of Incorporation, the Code of By-Laws, the Declaration, and the rules and regulations adopted by the Board of Directors.

Section 2.04. Membership Certificates. Each member of the Corporation shall be entitled, upon request, to a membership certificate signed by the President and attested by the Secretary stating that he is a Member of the Corporation and said membership certificate shall contain such other information as may be required by law. The form of membership certificate shall be prescribed by resolution of the Board of Directors. Membership certificates shall not be transferable except as herein provided.

Section 2.05. Transfer of Membership Certificates. The membership certificates shall be non-transferable and shall terminate upon the sale of the Member's Lot. Notwithstanding the foregoing, membership certificates shall be automatically re-issued upon the sale of the Lot, but only to the purchaser thereof.

### ARTICLE III

#### Meetings of Members

Section 3.01. Purpose of Meetings. At least annually and at such other times as may be necessary, the meetings of the Members of the Corporation shall be held for the purpose of electing the Board of Directors, and for such other purposes as may be required by the Articles or these By-Laws.

Section 3.02. Annual Meetings. The annual meeting of the Members of the Corporation shall be held within six (6) months of the close of each fiscal year. At the annual meeting, the Members shall elect the Board of Directors of the Corporation in accordance with the provisions of these By-Laws, approve the annual budget, and transact such other business as may properly come before the meeting.

Section 3.03. Special Meetings. A special meeting of the Members may be called by the

President, by resolution of the Board of Directors or upon a written petition of the Members who have not less than ten percent (10%) of the Vote. The resolution or petition shall be presented to the President or Secretary of the Corporation and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 3.04. Notice and Place of Meetings. All meetings of the Members of the Corporation shall be held at any suitable place in Allen County, Indiana, as may be designated by the Board of Directors. Written notice stating the date, time and place of any meeting and, in the case of a special meeting or when otherwise required by law, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Corporation to each Member of record at such address as appears on the records of the Corporation at least ten (10) days prior to the date of the meeting.

Section 3.05. Waiver of Notice. Notice of any meeting may be waived in writing by any Member if the waiver sets forth in reasonable detail the time and place of the meeting and the purposes thereof. Attendance at any meeting in person, or by proxy, shall constitute a waiver of notice of such meeting.

Section 3.06. Voting by Proxy. A Member may vote either in person or by his duly authorized and designated attorney-in-fact. When voting is by proxy, the Member shall duly designate his attorney-in-fact in writing delivered to the Secretary of the Corporation prior to commencement of the meeting.

Section 3.07. Quorum. At any meeting of the Members, representation of thirty-five percent (35%) of the votes available in person, or by proxy, shall constitute a quorum. Unless otherwise provided by law or in the Articles of Incorporation, at all meetings of Members all matters shall be decided by the affirmative vote of a majority of votes cast by Members present in person or by proxy. If, however, such quorum shall not be present or represented at any meeting from time to time, the holding of said meeting may be postponed, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 3.08. Conduct of Meeting. The Chairman of the meeting shall be the President of the Corporation. He shall call the meeting to order at the duly designated time and business will be conducted in the following order:

(a) Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.

(b) Treasurer's Report. The Treasurer shall report to the Members concerning the financial condition of the Corporation and answer relevant

questions of the Members concerning the expenses and financial report for the prior year and the proposed budget for the current year.

(c) Election of Board of Directors. Nomination for the Board of Directors may be made by any Member from those persons eligible to serve. Such nomination shall be in writing and presented to the Secretary of the Corporation at least ten (10) days prior to the date of the annual meeting. Voting for the Board of Directors shall be by paper ballot. Ballots shall contain the name of each person nominated to serve as a Board member. Each Member may cast the vote or votes to which he is entitled for as many nominees as are to be elected; however, he shall not be entitled to cumulate his votes. Those persons receiving the highest number of votes shall be elected. Each voting Member shall sign his ballot.

(d) Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Corporation at least ten (10) days prior to the date of the meeting; provided, however, such written request may be waived at the meeting if agreed by a majority vote.

## ARTICLE IV

### Board of Directors

Section 4.01. Number. The number of Directors of the Corporation shall be three (3).

Section 4.02. Initial Board of Directors. The Initial Board of Directors shall be comprised of the persons designated in the Articles of Incorporation, all of whom shall be appointed by Declarant. Notwithstanding anything to the contrary contained in, or any other provisions of, the Declaration, the Articles, or the By-Laws (a) the Initial Board of Directors shall hold office until January 1, 2005, the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reasons or cause whatsoever, prior to the Applicable Date, every such vacancy shall be filled by a person appointed by Declarant, who shall thereafter be deemed a member of the Initial Board.

Section 4.03. Qualification and Election of Directors. All Directors other than the Initial Board of Directors shall be Members of the Corporation at the time of their election to office and during their term of office as Directors. After the Applicable Date, the Directors shall be elected at the annual meeting of the Corporation by the Members and shall hold office for a term of three years or until their successors have been duly elected and qualified except that, at the first election after the Applicable Date, one member of the Board of Directors shall be elected for a three (3) year term, one for a two (2) year term, and one for a one (1) year term so that the terms of one-third (1/3) of the members of the Board shall expire annually. Any vacancy or vacancies occurring on the Board of Directors shall be filled by a

vote of a majority of the remaining Directors or by vote of the Members if a Director has been removed in accordance with 4.04 of these By-Laws. Any Director elected to fill such vacancy shall serve for the unexpired term of the Director whose vacancy is thus filled.

Section 4.04. Removal of a Director. A Director or Directors other than the Initial Board of Directors may be removed with or without cause by vote of a majority of the voting Members at a special meeting of the Members duly called and constituted. In such case, the successor shall be elected at the same meeting from eligible Members nominated at the meeting. The Director so elected shall serve until the next annual meeting of the Members or until his successor is duly elected and qualified.

Section 4.05. Duties of the Board of Directors. The business and affairs of the Corporation shall be managed by the Board of Directors. The duties of the Board shall include, but are not limited to:

- (a) Contracting with others to perform the maintenance functions set forth in the Declaration;
- (b) Purchasing insurance if it deems necessary;
- (c) Establishing appropriate assessments to be paid by the Members;
- (d) Collection of assessments from the Members;
- (e) Preparation of an annual budget, a copy of which shall be mailed and delivered to each Member at the same time as the notice of annual meeting is mailed or delivered;
- (f) Preparing and delivering annually to the Members a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Member simultaneously with delivery of the annual budget;
- (g) Keeping a current, accurate and detailed record of receipts and expenditures, and making all records and vouchers available for examination by a Member at any reasonable time;
- (h) Performing such other duties as may be reasonably inferred from the provisions of the Declaration or the Articles.

Section 4.06. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of its duties. These powers shall include, but are not limited to, the power:

- (a) To employ a managing agent hereinafter referred to as "Managing Agent" to assist the Board in performing its duties;
- (b) To purchase for the benefit of the Members such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;
- (c) To procure for the benefit of the Members such insurance as in the opinion of the Board of Directors is necessary;
- (d) To employ legal counsel; architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Corporation;
- (e) To include the costs of all of the above and foregoing as expenses of the Corporation;
- (f) To open and maintain a bank account or accounts in the name of the Corporation;
- (g) To appoint from among the Members an Architectural Review Board consisting of not less than three (3) and not more than five (5) members who shall serve until a vacancy occurs by resignation or as the result of loss of status as a Member of the Corporation;
- (h) To adopt, revise, amend and alter from time to time reasonable rules and regulations with respect to use, operation and enjoyment of the Common Properties and to fix and impose penalties for the violation of such rules and regulations;
- (i) To constitute, appoint and establish such committees as the Board deems necessary to aid it in operating and managing the Corporation.
- (j) To suspend the voting rights and right to use the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Corporation or for a period not to exceed sixty (60) days for an infraction of published rules and regulations.

Section 4.07. Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority of the Members.

Section 4.08. Annual Meeting. The annual meeting of the Board of Directors shall be held

immediately following the annual meeting of the Members at the place where such meeting of the Members was held. This meeting shall be held for the purpose of electing and re-electing officers of the Corporation and consideration of any other business that may be brought before the meeting. No notice shall be necessary for the holding of this annual meeting.

Section 4.09. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, provided, however, the Board of Directors shall meet at least quarterly. The Secretary shall give notice of the regular meetings of the Board to each Director personally or by U.S. Mail at least five (5) days prior to the date of such meeting.

Section 4.10. Special Meetings. Special meetings of the Board may be called by the President or any two (2) members of the Board. Persons calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail at least three (3) days prior to the date of such special meeting give notice to the Board members. Notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place and at such time in Allen County, Indiana, as shall be designated in the notice.

Section 4.11. Waiver of Notice. Before any meeting of the Board, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall as to such Director constitute waiver of notice of the time, place and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.12. Quorum. A majority of the entire Board of Directors shall be necessary to constitute a quorum for the transaction of any business, and the action of a majority of the Directors present at any meeting at which a quorum is present shall be the decision of the Board of Directors unless the decision of a greater number is required by law, the Declaration, the Articles of Incorporation or these By-Laws.

Section 4.13. Executive Committee. The Board of Directors may, by resolution adopted by a majority of the whole Board, designate two or more Members of the Corporation to constitute an executive committee which committee, to the extent provided in such resolution, shall have and exercise all the authority of the Board of Directors in the management of the Corporation, but the designation of a committee and delegation of authority to it shall not operate to relieve the Board of Directors or any Member from any responsibility imposed upon it or him.

Section 4.14. Bond. The Board of Directors shall require the Treasurer and such other officers as the Board deems necessary to give bond, indemnifying the Corporation against

larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as deemed appropriate and consistent with the Declaration by the Board of Directors.

Section 4.15. Meetings by Electronic Communication. Any meeting of the directors may be attended by directors by means of any form of electronic voice communication, provided that all directors can simultaneously hear the proceedings and be heard by all the other directors in attendance at the meeting. A quorum for any meeting so held shall be computed on the basis of all persons in voice contact with each other. Any meeting so held shall be a formal meeting of the directors for all purposes, and any business may be transacted at such meeting that could be transacted if the directors were assembled in physical proximity to each other.

Section 4.16. Action Without a Meeting. Any action which may be taken at a Board of Directors' meeting may be taken without a meeting if evidenced by one or more written consents describing the action taken, signed by all of the Directors and included in the minutes or filed with the corporate records reflecting the action taken.

## ARTICLE V

### Officers

Section 5.01. Officers of the Corporation. The principal officers of the corporation shall be the President, Vice President, Secretary, and Treasurer, all of whom shall be elected by the Board. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and the Secretary shall not be performed by the same person.

Section 5.02. Election of Officers. The officers of the Corporation shall be elected annually by the Board at the initial meeting of each new Board. Upon an affirmative vote of a majority of all members of the Board, any officer may be removed either with or without cause, and his successor shall be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 5.03. The President. The President shall be elected from among the Members and shall be the chief executive officer of the Corporation. He shall preside at all meetings of the Corporation and of the Board, and shall have and discharge all the general powers and duties usually vested in the office of president or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including but not limited to the power to appoint committees from among the Members as he may deem necessary to assist in the affairs of the Corporation and to perform such other duties as the Board may from time to time prescribe.

Section 5.04. The Vice President. The Vice President shall be elected from among the Members and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice-President shall automatically assume the office of President in the event of the death or resignation of the President. The Vice President shall also perform such other duties as the By-Laws may prescribe or as shall, from time to time, be imposed upon him by the Board or by the President.

Section 5.05. The Secretary. The Secretary shall be elected from among the Members. The Secretary shall attend all meetings of the Corporation and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meetings, shall keep a current list of all Members of the corporation together with their addresses, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Corporation or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 5.06. The Treasurer. The Treasurer shall be elected from among the Members and shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Corporation and such other duties incident to the office of Treasurer. He shall be the legal custodian of all monies, notes, securities, and other valuables which may from time to time come into the possession of the Corporation. He shall immediately deposit all funds of the Corporation coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name of the Corporation, and shall disburse such funds as directed by the Board of Directors. He shall assist the Board in the preparation of the annual budget and statement of income and expenditures to be presented to the members prior to the annual membership meeting.

Section 5.07. Assistant Officers. The Board of Directors may, from time to time, designate and elect from among the Members an Assistant Secretary and Assistant Treasurer who shall have such powers and duties as the officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board of Directors may prescribe.

Section 5.08. Delegation of Authority. In the case of the absence of any officer of the Corporation, or for any other reason that the Board may deem sufficient, the Board may delegate the powers or duties of such officer to any other officer or to any Director, for the time being, provided a majority of the entire Board concurs therein.



## **ARTICLE VI**

### **Dues and Assessments**

#### **Section 6.01. Dues and Assessments.**

(a) Annual Accounting. Annually, after the close of each calendar year and prior to the date of the annual meeting of the Corporation, the Board of Directors shall cause to be prepared and furnished each member a financial statement showing receipts and expenditures incurred and paid during the preceding calendar year.

(b) Annual Budget and Assessments. Annually, before the date of the annual meeting of the Corporation, the Board of Directors shall cause to be prepared a budget for the ensuing calendar year, estimating the total amount of the expenses for the ensuing year and furnishing a copy of such budget to each Member. The Board of Directors shall, based upon such budget, and subject to the recorded Declaration, determine the annual assessment to be paid by each Member during the ensuing calendar year. Payment of such assessment shall be made to the Board of Directors or such other person as directed by the Board. Such annual assessment shall be payable at such time or times as the Board determines in accordance with the terms of the Declaration. All assessments mentioned herein are exclusive of any taxes imposed by the federal, state, or other governmental bodies and agencies.

(c) Special Assessments. The Board of Directors shall have the power to levy special assessments in accordance with the terms of the recorded Declaration.

## **ARTICLE VII**

### **Contracts, Checks, Notes, Etc.**

All contracts and agreements entered into by the Corporation and all checks, drafts, and bills of exchange, and orders for the payment of money shall, in the conduct of the ordinary course of business of the Corporation, unless otherwise required by law, be signed by the President, Treasurer, or Managing Agent. Any one of the documents heretofore mentioned in this Section for use outside the ordinary course of the business of the Corporation, or any notes or bonds of the Corporation, shall be executed by and require the signatures of both the President and the Secretary.

## **ARTICLE VIII**

### **Amendments**

The power to make, alter, amend, or repeal these By-Laws is vested in the Board of Directors of the Corporation, but such action shall be taken only at a meeting of such Board specifically called for such purpose. The affirmative vote of the majority of all the Directors shall be necessary to effect any changes in these By-Laws, unless otherwise provided in the Articles or these By-Laws.

## **ARTICLE IX**

### **Conflicts**

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Declaration and these By-Laws, the Declaration shall control.