

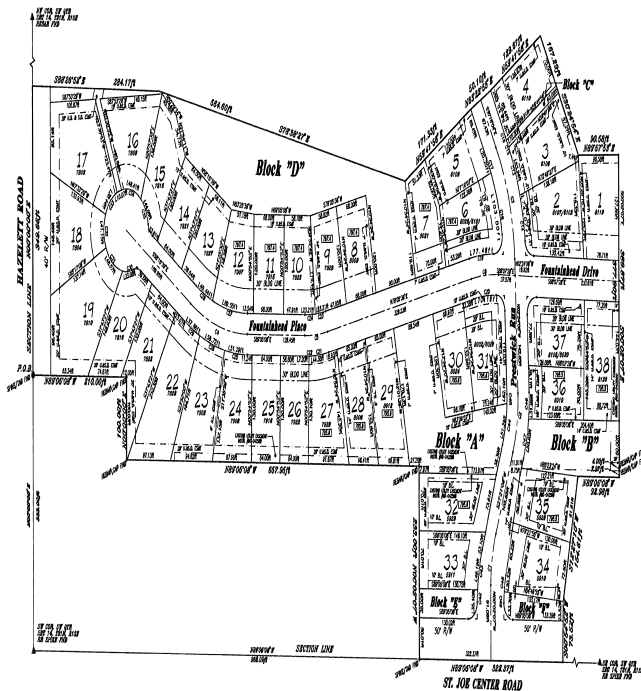
# SECONDARY PLAT

# Tartan's Glen

## SECTION I (CORRECTED)

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

ALLEN COUNTY, INDIANA



### CENTERLINE CURVE DATA:

CURVE	LENGTH	DELTA	POBIS	TANGENT	DIRECTION	CHORD
C1	69.00	120°54'	170.00	38.40	N17°40'55\"	69.00
C2	72.00	120°54'	175.00	38.40	N69°35'35\"	72.00
C3	142.00	120°54'	350.00	76.80	N77°15'30\"	141.00
C4	134.43	104°42'	250.00	68.80	S74°40'35\"	132.81
C5	51.00	114°45'	250.00	25.00	N80°07'45\"	51.00
C6	61.20	120°54'	275.00	30.00	N80°07'45\"	62.20

### LOT CURVE DATA:

CURVE	LENGTH	DELTA	POBIS	TANGENT	DIRECTION	CHORD
C13	63.00	120°54'	300.00	31.20	N27°13'00\"	63.00
C14	74.00	140°45'	300.00	37.20	N10°10'30\"	73.00
C15	110.00	101°45'	300.00	50.00	N37°14'45\"	108.00
C16	45.00	100°52'18\"	300.00	23.00	N37°21'18\"	45.00
C17	30.00	104°30'	250.00	10.75	N25°22'30\"	30.00
C18	103.00	120°54'	250.00	32.00	N74°04'00\"	102.21
C19	77.40	144°54'	300.00	38.80	N69°22'35\"	77.20
C20	70.10	190°10'	250.00	35.20	N70°10'15\"	69.90
C21	44.30	107°15'	250.00	22.20	N41°15'35\"	44.30
C22	72.00	107°30'	250.00	33.00	S89°54'35\"	72.00
C23	23.70	109°54'	250.00	11.60	N62°05'35\"	23.20
C24	33.70	109°54'	250.00	11.60	N41°15'35\"	33.20
C25	51.20	104°10'	275.00	25.70	S84°40'35\"	51.21
C26	58.70	127°40'	275.00	29.40	S72°11'00\"	58.61
C27	69.50	100°30'	250.00	40.70	S70°40'45\"	69.00
C28	46.40	107°15'	250.00	23.70	S82°22'35\"	46.30
C29	37.60	107°30'	275.00	18.80	S72°11'00\"	37.60
C30	33.00	127°40'	250.00	17.70	N41°15'35\"	32.80
C31	48.570	50°39'10\"	50.00	26.30	N52°32'20\"	48.60
C32	41.150	107°30'	50.00	21.80	N10°10'30\"	41.00
C33	38.440	140°25'	50.00	20.20	N42°20'35\"	37.90
C34	46.410	53°10'35\"	50.00	25.00	S72°22'35\"	46.70
C35	44.000	50°39'10\"	50.00	23.50	N27°13'00\"	43.90
C36	15.640	140°25'	200.00	7.50	S70°10'30\"	15.640
C37	49.030	140°24'	200.00	24.60	N71°19'55\"	48.90
C38	51.340	19°38'44\"	250.00	25.00	N17°32'45\"	51.00
C39	13.640	140°25'	250.00	7.40	N10°10'30\"	13.640
C40	31.590	109°54'	200.00	16.00	N42°19'35\"	31.590
C41	50.740	142°11'	200.00	25.00	N41°15'35\"	50.610
C42	33.230	109°54'	140.00	15.00	N10°10'30\"	33.230
C43	33.450	134°11'	140.00	18.80	N10°10'30\"	33.710



APPROVED THIS 27th DAY OF NOVEMBER, 1996

ALLEN COUNTY BOARD OF COMMISSIONERS

*[Signature]*  
PRESIDENT, EDWIN L. BROWN  
*[Signature]*  
VICE PRESIDENT, LINDA BROWN

*[Signature]*  
SECRETARY, JACK C. WATSON  
*[Signature]*  
ALLEN COUNTY, INDIANA

APPROVED THIS 31st DAY OF NOV., 1996  
ALLEN COUNTY PLANNING SERVICES  
*[Signature]*  
PRESIDENT  
*[Signature]*  
VICE PRESIDENT

APPROVED THIS 23rd DAY OF December 1996  
FOR INDUSTRY USE:  
*[Signature]*  
JEFFREY J. BROWN, ALLEN COUNTY SURVEYOR  
APPROVED THIS 2nd DAY OF Dec. 1996  
FOR WAYNE-ALLEN COUNTY BOARD OF HEALTH  
*[Signature]*  
DR. JIM M. HENDERSON  
CONFIRMED THIS 1st DAY OF Dec., 1996  
ALLEN COUNTY DEPARTMENT OF PLANNING SERVICES  
*[Signature]*  
DENNIS E. GORDON, EXECUTIVE DIRECTOR

I HEREBY CERTIFY THAT, TO THE BEST OF MY  
KNOWLEDGE AND BELIEF, THIS PLAT AND DESCRIPTION  
ACCURATELY REPRESENT A SURVEY PERFORMED UNDER  
MY DIRECT SUPERVISION AND EXTENDED ACCORDING TO  
THE SURVEY REQUIREMENTS OF 365 IAC 1-12.  
DATED THIS 12th DAY OF AUGUST, 1996.  
*[Signature]*  
DANIEL A. BROWN  
KENDALLVILLE, IN  
INDIANA RES. REG. 00040387

### NOTES:

1. ALL RIGHT-OF-WAY INTERSECTION RADIUS TO BE 50 FEET.
2. ALL RIGHT-OF-WAYS TO BE WIDENED 50 FEET WIDE TO ALLEN COUNTY.
3. ALL CURVE-TO-CURVE RADIUS TO BE 50' RADIUS.
4. ALL PAVER AREAS, CROWN AREAS, OR DUCK AREAS TO HAVE A  
DRAINAGE UTILITY AND SURFACE DRAINAGE BASEMENT.
5. ALL DRAIN UTILITY MUST ALLOW FOR PROPOSED DRAINAGE SWALE  
GRADES AS SHOWN IN PLANS.
6. (SEE) DRAINAGE MINIMUM FLOOD PROTECTION GRADE.
7. U.S.D. RES. DRAINAGE UTILITY AND STORM DRAINAGE BASEMENT.
8. U.S.D. RES. DRAINAGE STREET LIGHT BASEMENT.

### REFERENCE DATA:

North Edge of Existing Building  
Northwest corner of 44' South and 84' West of the  
Southeast Corner of STILL WATER PLAZA, SEC. 1  
ELEVATION: 730.00

### LOCAL DESCRIPTION:

A tract of land located in the Southwest Quarter of Section 14, T30N, R13E, in Allen County, the  
State of Indiana, more fully described as follows:

COMMENTING at a Railroad spike situated in the Southwest corner of said Southwest Quarter;  
Thence North 00 Degrees 00 Minutes 00 Seconds East (Record Data of Bearings), a distance of  
333.00 feet along the West line of said Southwest Quarter to a Marker spike with tag (D. A. Brown  
RES. #50337) in the Northeast corner of the tract of land conveyed to Barry F. and Linda  
K. Wall in Allen County Instrument #72-00397, the TRUE POINT OF BEGINNING; Thence  
North 00 Degrees 00 Minutes 00 Seconds East, a distance of 343.68 feet along the West line of  
said Southwest Quarter; Thence South 89 Degrees 28 Minutes 52 Seconds East, a distance of  
384.17 feet; Thence South 78 Degrees 38 Minutes 27 Seconds East, a distance of 684.80 feet to a  
Rebar stake with cap (D. A. Brown RES. #50337); Thence North 59 Degrees 41 Minutes 56  
Seconds East, a distance of 171.33 feet to a Rebar stake with cap (D. A. Brown RES. #50337);  
Thence North 83 Degrees 22 Minutes 55 Seconds East, a distance of 50.00 feet to a Rebar stake  
with cap (D. A. Brown RES. #50337); Thence North 59 Degrees 41 Minutes 56 Seconds East,  
a distance of 139.67 feet to a Rebar stake with cap (D. A. Brown RES. #50337); Thence South 30  
Degrees 24 Minutes 54 Seconds East, a distance of 167.20 feet to a Rebar stake with cap (D. A.  
Brown RES. #50337); Thence North 89 Degrees 57 Minutes 53 Seconds East, a distance of 90.58  
feet to a Rebar stake with cap (D. A. Brown RES. #50337); Thence South 00 Degrees 02 Minutes  
07 Seconds East, a distance of 397.90 feet along the West line of Still Water Plaza, Section 1 as  
recorded in Allen County Plat Cabinet B, page 46 to a Rebar stake with cap (D. A. Brown RES.  
#50337) in the Southwest corner thereof (also being the Northeast corner of the tract of land  
conveyed to Everett E. and Dolores Dike in Allen County Deed Record Book 471, page 43);  
Thence South 00 Degrees 02 Minutes 07 Seconds East, a distance of 4.00 feet along the West  
line of said Dike tract to a Rebar stake with cap (D. A. Brown RES. #50337) in the Northeast  
corner of Lot #1 in Corbett's Addition (as recorded in Allen County Plat Book 22, page 120);  
Thence South 00 Degrees 02 Minutes 07 Seconds East, a distance of 7.97 feet along the West  
line of said Dike tract to a Rebar stake with cap (D. A. Brown RES. #50337); Thence North 89  
Degrees 05 Minutes 09 Seconds West, a distance of 92.30 feet to a Rebar stake with cap (D. A.  
Brown RES. #50337); Thence South 12 Degrees 27 Minutes 10 Seconds West, a distance of  
154.81 feet to a Rebar stake with cap (D. A. Brown RES. #50337); Thence South 00 Degrees 54  
Minutes 52 Seconds East, a distance of 73.52 feet to a Marker spike with tag (D. A. Brown RES.  
#50337); Thence North 89 Degrees 05 Minutes 08 Seconds West, a distance of 322.37 feet along  
the South line of said Southwest Quarter to a Marker spike with tag (D. A. Brown RES. #50337);  
Thence North 00 Degrees 02 Minutes 07 Seconds West, a distance of 233.00 feet along the East  
line extended and along the East line of Lot #5 in said Corbett's Addition to a Rebar stake with  
tag (D. A. Brown RES. #50337) in the Northeast corner thereof; Thence North 89 Degrees 05  
Minutes 08 Seconds West, a distance of 550.01 feet along the North line of said Corbett's  
Addition to the Northeast corner thereof; Thence North 89 Degrees 05 Minutes 08 Seconds  
West, a distance of 200.00 feet along the North line of Corbett's Addition Section No. 2 (as  
recorded in Allen County Plat Book 23, page 83) to a Rebar stake with cap (D. A. Brown RES.  
#50337) in the Northeast corner of Lot #9 therein; Thence North 89 Degrees 05 Minutes 08  
Seconds West, a distance of 107.94 feet to a Rebar stake with cap (D. A. Brown RES. #50337)  
in the Southwest corner of the Wall tract mentioned above; Thence North 00 Degrees 00  
Minutes 00 Seconds East, a distance of 100.00 feet along the East line of said Wall tract to a Rebar stake  
with cap (D. A. Brown RES. #50337) in the Northeast corner thereof; Thence North 89 Degrees 05  
Minutes 08 Seconds West, a distance of 200.00 feet along the North line of said Wall tract to the  
POINT OF BEGINNING, said tract containing 13.58 Acres, more or less, and being subject to all  
public road rights-of-way and to all easements of record. A survey of said tract of land being  
represented by Plat of Survey #3-10-14-01 as prepared by D. A. Brown Engineering  
Consultants, Inc., 702 Goodwin Place, P.O. Box 128, Hendersonville, Indiana, 46755.

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

SUBDIVISION ENGINEER:  
**D A Brown**  
Engineering Consultants, Inc.  
702 GOODWIN ST. P.O. BOX 128 HENDERSONVILLE, IN 46755  
PHONE: (219) 347-5959 FAX: (219) 347-9484



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970002911 Page 1

RECORDED  
INDEXED  
COUNTY CLERK  
ALLEN COUNTY, IN

Doc. No. 970002911  
Record No. 1083  
Date 03/17/97 14:32:25

BOOK 3.06  
PAGE 28.08  
PLAT 3.00  
Total 32.00

*Plat Cab C Page 143*  
DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,  
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED  
TO THE PLAT OF TARTAN'S GLEN, SECTION 1  
A SUBDIVISION IN ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA

#960062579 Page 1  
Doc. No. 960062579  
Receipt No. 20367  
Date 11/08/1996 15:06:54  
DCFD 3.00  
PLAT 20.00  
PLAT 9.00  
Total 32.00

#970002911 Page 1

*Plat Cab C Page 136*

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

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

The lots are numbered from 1 through 38 inclusive, and all dimensions are shown in feet and decimals of a foot on the Plat. All streets and easements specifically shown or described are expressly dedicated to public use for their usual and intended purposes.

### PREFACE

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

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

1.1 "Articles". The articles of incorporation adopted by the Association and approved by the Indiana Secretary of State, and all amendments to those articles.

1.2 "Association". Tartan's Glen Community Association, Inc., an Indiana nonprofit corporation, and its successors and assigns.

1.3 "Board of Directors". The duly elected board of directors of the Association.

1.4 "Bylaws". The bylaws adopted by Tartan's Glen Community Association, Inc., and all amendments to those bylaws.

1.5 "Committee". The Architectural Control Committee established under section 5 of the Covenants.

1.6 "Common Area". All real property owned by the Association for the common use and enjoyment of Owners.

1.7 "Covenants". This document and the restrictions, limitations and covenants imposed under it.

1.8 "Developer". Arbor Land Corp. and Kensington Builders, Inc., their respective successors and assigns, both Indiana corporations.

1.9 "Lot", and in plural form, "Lots". Any of the platted lots in the Plat, or any tract(s) of Real Estate which may consist of one or more Lots or part(s) of them upon which a residence is erected in accordance with the Covenants, or such further restrictions as may be imposed by any applicable zoning ordinance; provided, however, that no tract of land consisting of part of a Lot, or parts of more than one Lot, shall be considered a "Lot" under these Covenants unless the tract has a frontage of at least 60 feet in width at the established front building line as shown on the Plat.

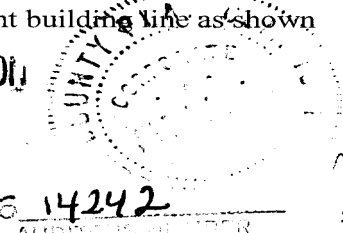
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- 1 -

*[Signature]*  
AUDITOR OF ALLEN COUNTY

96 14242



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

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

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

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

#970002911 Page 1  
Doc. No. 970002911  
Receipt No. 1083  
Date 01/17/1997 14:33:23  
DCFD 3.00  
PLAT 20.00  
PLAT 9.00  
Total 32.00

## Section 2. PROPERTY RIGHTS

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

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

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

2.1.3 To dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association's members. No such dedication or transfer shall be effective unless an instrument signed by at least two-thirds of each class of Association members agreeing to such dedication or transfer, is recorded.

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

RECORDED  
01/17/1997 14:33:26  
RECORDER  
VIRGINIA L. YOUNG  
ALLEN COUNTY, IN

## Section 3. MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

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

3.2.2.2 on December 31, 2003.

## Section 4. COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments.

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

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

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

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

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

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

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

4.5 Notice and Quorum For Any Action Authorized Under Subsection 4.3 and 4.4. Any action authorized under sections 4.3.2 and 4.4 shall be taken at a meeting of the Association called for the purpose, written notice of which shall be sent to all members not less than 30 days, nor more than 60 days, in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite percentage of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by an officer of the Association within 30 days of the date of such meeting.

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

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

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

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

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

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

## **Section 5. ARCHITECTURAL CONTROL**

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

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

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

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

## **Section 6. GENERAL PROVISIONS**

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

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

6.3 Building Lines. No structure shall be located on a Lot nearer to the front Lot line, or nearer to the side street line than the minimum building setback lines shown on the Plat. In any event, no building shall be located nearer than a distance of 7 feet to an interior Lot line. No dwelling shall be located on an interior Lot nearer than 25 feet to the rear Lot line for Lots 2, 5, 6, 17 through 29 and 32 through 37 and 15 feet to the rear Lot line for Lots 1, 3, 4, 7 through 16, 30, 31 and 38. Lots 32 through 35 shall have a 10 foot side building line.

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

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

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

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

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

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

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

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

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

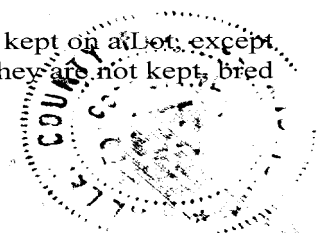
6.10 Free-Standing Poles. No clotheslines or clothes poles, or any other free standing, semi-permanent or permanent poles, rigs, or devices, regardless of purpose, with the exception of a flag pole displaying the United States flag, shall be constructed, erected, located or used on a Lot.

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

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

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

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



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

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

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

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

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

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

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

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

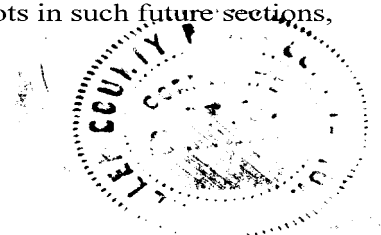
6.23 Enforcement. The Association, Developer and any Owner (individually or collectively) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or subsequently imposed by the provisions of these Covenants.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

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

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

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

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



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