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Tx:4087494

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR WILD MEADOW, SECTION II

Wild Meadow Community Association, Incorporated and the undersigned, being the owners of at least 75% of the lots in the plat of Wild Meadow, Section II, according to the plat thereof recorded on July 3, 1984 as Document No. 84-015810 in Plat Book 45, Page 144-148, in the Office of the Recorder of Allen County, Indiana, amend the recorded Declaration of Covenants, Conditions, Easements and Restrictions, for the plat of Wild Meadow, Section II ("Covenants") as follows:

1. The former Section 5.21

No fence, wall, or hedge shall be erected, maintained, or permitted to remain on any lot.

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RECORDED: 06/07/2013 08:37:07 AM

JOHN MCGAULEY

ALLEN COUNTY RECORDER

FORT WAYNE, IN

2.

The former section 5.21 be replaced with the following new Section 5.21:

No wall or hedge shall be erected, maintained, or permitted to remain on any lot. A fence may be permitted so long as the following criteria are met:

1. The fence must be wood or vinyl, and
2. The fence is installed at the back part of the chimney and then erected toward the back of the lot, and
3. The fence is not more than 6 foot in height, and
4. The fence is well maintained.

A fence can only be erected, maintained, and permitted to remain on any lot so long as every criteria above is met except when a slight variation from the criteria are necessary due to a low drainage area.

3. This amendment is made by the undersigned pursuant to Section 6.3 of the Declaration of Covenants, Conditions, Easements and Restrictions,
For the plat of Wild Meadow, Section 11

4. All other provisions of the Covenants not amended by this document shall remain in effect

13 JUN -6 PM 2:55

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40 + 2 MC

*M- Marianna Knotts
10624 Wild Flower Pl.
JW 46845*

84-021498

AMENDMENT TO RESTRICTIVE COVENANT
FOR
WILD MEADOW, SECTION II

The undersigned, Michael W. Thomas, d/b/a Wild Meadow Development, owner of all of the lots in Wild Meadow, Section II, does, by this instrument, amend Paragraph 5.31 of Article V. to read as follows:

"5.31 Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than a distance of seven (7) feet to an interior lot line. No dwelling shall be located nearer than 17.5 feet to the rear lot lines of Lots 6A, 6B, 7A, 7B, 12A, 13A, 13B, 14A, 14B, and no nearer than 25 feet to the rear lot line on Lots 8A, 8B, 9A, 9B, 10A and 10B, and no nearer than 22 feet to the rear lot lines of Lots 11A and 11B."

Except for the amendment above, all of the other restrictive covenants for Wild Meadow, Section II and amendments thereof, now made a matter of record, shall remain in full force and effect.

DATED this 22nd day of August, 1984.

DULY ENTERED FOR TAXATION
SEP 4 1984

Robert P. Gargle
CLERK OF ALLEN COUNTY

MICHAEL W. THOMAS, d/b/a
WILD MEADOW DEVELOPMENT

Michael W. Thomas
(Michael W. Thomas)

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

INSTRUMENT # 6430

BEFORE ME, the undersigned, a Notary Public in and for said County and State, this 22nd day of August, 1984, personally appeared MICHAEL W. THOMAS and acknowledged the execution of the Amendment to Restrictive Covenant to be his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.

Susan J. Holsapple
Susan J. Holsapple, Notary Public
Residing in the County of Allen

MY COMMISSION EXPIRES:

September 17, 1986

mail to:

Wild Meadow Assoc.
202 W. Perry St.
46802

554

84 21498

APPROVED this 22nd day of August, 1984
by
ALLEN COUNTY PLAN COMMISSION

Edna C. Berg

This instrument prepared by EDWARD J. MOPPERT, Attorney at Law.

- 2 -

8421498

83-15810 FINAL PLAT OF:
WILD MEADOW, SECTION II
A SUBDIVISION OF PART OF THE FRACTIONAL SOUTH
HALF OF THE SOUTHWEST QUARTER OF SECTION
35, T 32N, R 12E, ALLEN COUNTY, INDIANA.

SW 1/4 - 35, R 12 E, S 35
ALLEN COUNTY, INDIANA
Z. K. TAZIAN

NE 1/4 - 35, R 12 E, S 35
ALLEN COUNTY, INDIANA
Z. K. TAZIAN

1/4 SECTION, PLAT 6A,
SOUTH 1/2 SEC. 35,
T 32N, R 12E.



SCALE IN FEET:



DATE: AUGUST 24, 1983

APPROVALS

APPROVED THIS 13th DAY OF JULY, 1983
BY THE ALLEN COUNTY PLANNING COMMISSION

APPROVED THIS 13th DAY OF JULY, 1983
BY THE BOARD OF ZONING AND PLANNING
OF THE ALLEN COUNTY PLANNING COMMISSION

APPROVED THIS 13th DAY OF JULY, 1983
BY THE BOARD OF ZONING AND PLANNING
OF THE ALLEN COUNTY PLANNING COMMISSION

APPROVED THIS 13th DAY OF JULY, 1983
BY THE BOARD OF ZONING AND PLANNING
OF THE ALLEN COUNTY PLANNING COMMISSION

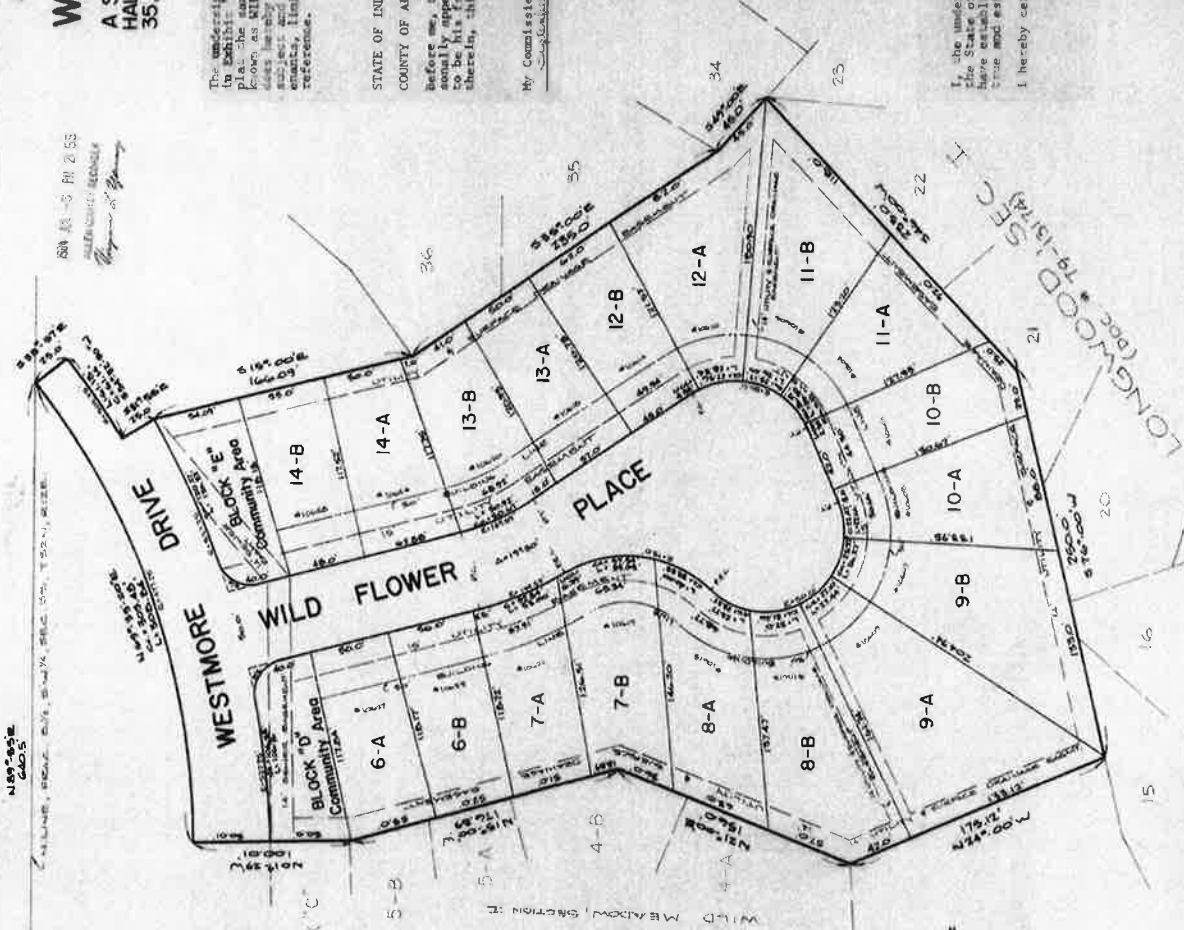
APPROVED FOR PLANNING ONLY
THIS 13th DAY OF JULY, 1983
BY THE ALLEN COUNTY PLANNING COMMISSION

COMPLETED THIS 25th DAY OF JUNE,
1984 BY THE ZONING ADMINISTRATOR
OF ALLEN COUNTY, INDIANA

APPROVED FOR PLANNING ONLY
THIS 13th DAY OF JULY, 1983
BY THE ALLEN COUNTY PLANNING COMMISSION

DEVELOPER:

WILD MEADOW DEVELOPMENT
202 WEST BERRY STREET
FORT WAYNE, IN 46802



The undersigned, Michael W. Thomas, being the owner of the real estate described in Exhibit 'A' of the accompanying restrictive covenants does hereby subdivide and plat the same into lots, blocks, streets and easements as shown on the plat to be known as **WILD MEADOW, SECTION II**, this plat being a subdivision of part of the fractional south half of the southwest quarter of section 35, T 32N, R 12E, Allen County, Indiana, and does hereby dedicate all of said lots in said addition with the streets, easements, and limitations and easements attached hereto and made a part hereof by reference.

Michael W. Thomas
Michael W. Thomas d/b/a Wild Meadow Development

STATE OF INDIANA } SS:
COUNTY OF ALLEN }

Before me, the undersigned Notary Public in and for said County and State, personally appeared Michael W. Thomas, known to me to be the owner of the foregoing to be his free and voluntary act and deed for the uses and purposes mentioned therein, this 13th day of July, 1983.

Sharon J. McLaughlin
Sharon J. McLaughlin
Notary Public
Resident of Allen County, Indiana.

My Commission Expires:
September 1, 1984

ONLY SIGNED FOR TAZIAN
JUL 8 1984
Z. K. Tazian
ALLEN COUNTY
INSTRUMENT # 4583

CERTIFICATE OF SURVEY

I, the undersigned Civil Engineer and Land Surveyor, registered under the laws of the State of Indiana, having surveyed the real estate described above and have established the lots and streets in the foregoing plat in accordance with true and established boundaries thereof.

I hereby certify that the above Plat and survey are correct.

Z. K. Tazian
Z. K. Tazian
Registered Professional Civil Engineer and
Land Surveyor



NO HABITABLE SPACE ON ANY LOT SMALLER THAN 1/4 AC. FINISHED FLOOR LOWER THAN 100' ASL. MIN. LOT AREA 1/4 AC. MIN. LOT AREA 1/4 AC. MIN. LOT AREA 1/4 AC.

ALL LOT CORNERS HAVE BEEN SET BY THE SURVEYOR WITH 1/2" X 3/4" IRON NAILS.

THIS INSTRUMENT BECAME EFFECTIVE JULY 24, 1984

DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
FOR

84-015810

Book 45 Page 145

WILD MEADOW, SECTION 11

A SUBDIVISION OF PART OF THE FRACTIONAL
SOUTH HALF OF THE SOUTHWEST QUARTER OF
SECTION 35, TOWNSHIP 32 NORTH
RANGE 12 EAST, ALLEN COUNTY, INDIANA

1984 JUL -3 PM 2:55

ALLEN COUNTY RECORDER

Michael W. Thomas

THIS DECLARATION made this 15th day of June, 1984, by MICHAEL W.

THOMAS, d/b/a WILD MEADOW DEVELOPMENT of Fort Wayne, Allen County, Indiana ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property in Allen County, Indiana, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Lands"); and

WHEREAS, Declarant desires to create and impose certain covenants, conditions, easements and land use restrictions with respect to the Lands for the benefit of all owners thereof.

NOW, THEREFORE, Declarant hereby declares that all of the Lands shall be held, sold, and conveyed subject to the covenants, conditions, easements and restrictions which are set forth herein and which are intended to protect the value and desirability of the Lands. The covenants, conditions, easements, and restrictions are hereby declared to run with and be binding upon the Lands and upon all parties, their heirs, personal representatives, successors, and assigns, having any right, title, or interest in the Lands or any part thereof. The provisions hereof shall inure to the benefit of and be binding upon each owner of any part of the Lands.

ARTICLE I

DEFINITIONS

When used in this Declaration, the following words and terms shall have the meanings indicated opposite each word or term.

1.1 The word "Declarant" shall mean and refer to MICHAEL W. THOMAS, d/b/a WILD MEADOW DEVELOPMENT, his/its successors and assigns.

1.2 "Community Area" or "Community Open Area" shall mean and refer to the Lands, LESS Lots Numbered 6A through 14B, according to the plat thereof recorded in Plat Record 45, pages 144-148, in the Office of the Recorder of Allen County, Indiana; subject to the fee schedules and operating rules adopted by the Association, the Community Areas are intended for and devoted to the common use and enjoyment of the Lot Owners and their families, guests, and tenants.

DULY ENTERED FOR TAXATION

JUL 3 1984

INSTRUMENT S 4583

Alton J. Douglas
AUDITOR OF ALLEN COUNTY

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1.3 "Association" shall mean and refer to Wild Meadow Homeowners Association, Inc., an Indiana Not-For-Profit Corporation, its successors and assigns.

ARTICLE II

PROPERTY RIGHTS

2.1 Party-walls. It is the intent of the Declarant to construct or have constructed single-family dwelling units with a common wall between each two (2) units. Each lot and the dwelling unit thereon will be separately conveyed, and any building wall located on a lot boundary line and serving as a common wall between adjoining dwelling units is hereby declared to be a party-wall to which the following provisions apply.

(a) The cost of maintaining each party-wall shall be borne equally by the Owners on either side of the party-wall.

(b) In the event of damage or destruction suffered by a party-wall from any cause, other than the negligence of either Owner thereof, the Owners shall, at their joint expense, repair or rebuild the party-wall, and each Owner, or his personal representatives, successors, and assigns, shall have the right to use the party-wall so repaired or rebuilt. If either Owner's negligence is the cause of the damage to or destruction of the party-wall, the negligent Owner shall bear the entire cost of repair or reconstruction. If either Owner neglects or refuses to pay his share of the repair or reconstruction cost, or all of such cost in the event of said Owner's negligence, the other Owner may have the party-wall repaired or restored and shall have a lien on the lot and dwelling unit of the Owner who failed to pay the amount of the defaulting Owner's share of the repair or replacement cost.

(c) No Owner shall alter or change a party-wall in any manner, interior paint and decoration excepted, and a party-wall shall always remain in the same location as when erected. Each Owner of a party-wall shall have a perpetual easement of encroachment on that part of the lot of the other Owner of the party-wall, for party-wall purposes only.

(d) Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party-wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) In the event of any dispute arising concerning a party-wall, or under the provisions of this Article, each party shall choose one arbitrator,

84 15810

and such arbitrators shall choose one (1) additional arbitrator, and the decision shall be by a majority of all of the arbitrators.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.1 Every Owner of a lot or an interest therein shall be a member of the Association. Membership shall be appurtenant and shall pass with the title to each lot, and it may not be separated from the ownership of the lot.

3.2 Each member of the Association shall have one vote, except when more than one (1) persons holds an interest in a lot. In such event, the one (1) vote for that lot shall be exercised as its Owners determine. In no event shall more than one (1) vote be cast with respect to any one (1) lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of Lien and Personal Obligation. The Declarant, for each lot owned within the Lands, hereby covenants, and each owner of any lot by acceptance of a deed or other instrument of conveyance therefor, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree to all the provisions, covenants, conditions, easements, and restrictions of this Declaration, and to promptly pay to the Association (i) all annual assessments or charges, and (ii) any special assessments. Such assessments or charges shall be established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest, costs of collection, and reasonable attorneys' fees shall be a charge on and a continuing lien on the lot and improvements against which the assessment is made. Each such assessment together with interest, costs of collection, and reasonable attorneys' fees, shall also be the personal obligation of each person or entity who was an owner of the lot at the time the assessment first became due and payable. The personal obligation for delinquent assessments shall not pass to an owner's successor in title unless expressly assumed by the successor.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the lot residents and for the care, maintenance, and improvement of the Community Area, including storm water drainage and retention areas, structures, facilities, and easements, the lots, and the dwelling units. The assessments shall be used to support services which the Association is authorized and required to provide, including but not limited to, the payment of taxes and governmental assessments, the maintenance of storm water drainage and the purchase of insurance, the construction

84 15810

of improvements, the cutting of grass on both the Community Area and the lots, the repair, replacement, and purchase of additions to the Community Area, and the payment of the costs to obtain labor, services, equipment, materials, management, and supervision necessary to carry out the functions of the Association, as well as the maintenance of the Martin Number 2 detention basin. Notwithstanding any provision of this Declaration to the contrary, in no event shall the assessments and any other revenues collected by the Association exceed its expenses and reasonable reserves to such an extent as to cause the Association to lose its non-profit status.

4.3 Maximum Annual Assessment. Until January 1, 1983, the maximum annual assessment shall be Twenty-five Dollars (\$25.00) per lot, plus any amounts that may be assessed under paragraph 4.8 of this Declaration. The annual assessment may be increased only as follows:

(a) From and after January 1, 1983, the maximum annual assessment may be increased by an amount greater than fifteen percent (15%) above the maximum assessment for the previous year by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

4.4 Special Assessments.

(a) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable only to that year for the purpose of defraying the Association's prorata share of the cost of any construction, reconstruction, repair or replacement of the Martin Number 2 detention basin, said basin being described in a certain easement dated the 17th day of June, 1982, as Document Number 82-9900, as recorded in the Office of the Recorder of Allen County, Indiana, which has been granted for the use and benefit of Wild Meadow, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(b) Further, the Board may levy a special assessment applicable to one (1) or more years for the sole purpose of performing the obligations of the Association to maintain, repair, or replace storm water drainage and retention areas, facilities, structures, and easements.

84 15810

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Book 45 Page 146
 4.5 Uniform Rate of Assessment. Both annual and special assessments

must be fixed at a uniform rate for all lots, and they may be collected on a monthly, quarterly, or annual basis, as the Board may decide.

4.5 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following conveyance of the Community Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of annual assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance, or as of the effective date of the certificate if one is stated.

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 ALLEN COUNTY RECORDER
[Signature]

4.6 Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Community Area or abandonment of his lot.

4.7 Subordination of Assessment Lien to Mortgages. The lien of the annual and special assessments provided for herein is declared hereby to be subordinate to the lien of any first mortgage on any lot. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of any assessments which became due prior to the effective date of the sale or transfer. The sale or transfer of any lot not pursuant to mortgage foreclosure or proceeding in lieu thereof shall not affect the assessment lien. No sale or transfer, by judicial action or otherwise, shall relieve the pertinent lot from liability for any assessments thereafter becoming due or from the lien thereof.

4.8 Exterior Maintenance. If any Owner fails to maintain his lot and the improvements located thereon in a manner satisfactory to the Board of Directors, the Association, after approval by a two-thirds (2/3) vote of the Board, shall have the right, through its agents and employees, to enter upon said lot and to clean, repair, maintain, and restore the lot and the exterior of the dwelling

84 15810

unit and shall give said Owner registered notice to pay the costs thereof within thirty (30) days thereafter. If not so paid, the Association shall automatically have a lien against the real estate owned by said Owner and thereafter the Association may bring an action at law against said Owner or foreclose the lien against the lot.

ARTICLE V

SPECIAL PROVISIONS

5.1 All lots shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any lots other than one (1) family dwellings, not to exceed one (1) story in height, except structures and appurtenances necessary to the functioning of the private and public utility systems in said Lands.

5.2 No building shall be erected or located on any lot nearer to the street than the front setback or building line as shown on the plat herewith. No front line of a residence shall be located more than thirty (30) feet from the building line as established herein.

5.3 No dwelling shall be placed or erected on any lot having an area of less than 7000 square feet.

5.4 No noxious or offensive trade or commercial activity may be carried on on any lot.

5.5 There shall be no gas or fuel oil tanks located on any lot, unless placed underground.

5.6 No dwelling shall be permitted, the square footage of living area of which, exclusive of one (1) story open porches and garages, is less than 1,000 square feet per dwelling for a one (1) story dwelling.

5.7 An easement upon, under and over the rear of all lots and the side of certain lots as shown on the plat is reserved for the construction, installation and maintenance of sewers, conduits, drains, pipelines, electrical lines or other public utilities for the benefit and use of said lots. All utility easements as dedicated on the face of the plat shall be kept free of all permanent structures and the removal of any obstruction by the utility company shall in no way obligate the utility company in damages, or to restore the obstruction to its original form. All obstructions, whether temporary or permanent, shall be subject to the paramount right of the utility company to install, repair, maintain or replace its utility and/or sewer installation. All utility services into dwellings shall be installed underground.

84 15810

5.8 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 into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Runoff Sewer System.

5.9 Any user or occupier of the Lands shall first obtain from the Allen County Plan Commission an Improvement Location Permit and a Certificate of Occupancy, as required by Ordinance No. 8-1960 (Allen County Zoning Ordinance). The issuance of such Improvement Location Permit shall be a condition precedent to the use and occupation of any lot or tract within the Lands. This provision shall be construed to be a protective covenant running with the Lands, and enforceable by the Zoning Administrator of Allen County, Indiana, or by any aggrieved lot owner in the Lands.

5.10 All sanitary sewers located upon the real property herein conveyed shall be connected to the sewage system provided. The monthly sewer service charge as determined by the Public Service Commission of the State of Indiana from time to time shall be a lien upon the real property in favor of the owner and operator of said sewage treatment plant, but said lien shall be subordinate to any purchase money mortgage.

5.11 All water mains located, or to be constructed, upon the real property herein platted shall be connected to the water distribution system provided. No residence shall be constructed upon the real property herein platted which shall not be connected to said system. The monthly service charge as determined by the Public Service Commission of the State of Indiana, from time to time, shall be a lien upon the real property in favor of the owner and operator of the said water distribution system, but said lien shall be subordinate to any first lien mortgage.

5.12 Before any house or building on any lot shall be used or occupied as a dwelling, the Owner of said lot shall install all improvements serving the lot, as provided in the development plans and specifications for the property, filed with the Board of Commissioners of Allen County. Before any lot may be used or occupied, the Owner of such lot shall first obtain from the Zoning Administrator of Allen County, the Improvement Location Permit and Certificate of Occupancy required by the Allen County Zoning Ordinance.

5.13 Each residence shall have a garage which shall be maintained for the purpose of storing automobiles. Garage doors shall normally remain closed.

84 15810

5.14 All motor vehicles shall carry a current year's license tag registration and be maintained in proper operating condition, so that they do not constitute a nuisance because of noise, exhaust emissions, or otherwise. All motor vehicles, including but not limited to automobiles, golf carts, trucks, trail bikes, motorcycles, dune buggies, etc., shall be driven only upon the paved streets and parking areas. No motor vehicles shall be driven upon the pathways or unpaved areas of the Lands.

5.15 Overnight parking of all passenger vehicles will be in the garages, driveways, or in other areas designated by the Board. Overnight parking of all other vehicles and recreational equipment, including boats and campers, shall be in garages. No buses, tractor trailers, or semi-trucks shall be parked upon the Lands except for delivery purposes. Except for emergency repairs, no Owner of a lot shall repair or restore any vehicle, boat, or trailer upon any portion of the Lands.

5.16 No outdoor clothes lines or other outdoor clothes drying apparatus or equipment shall be permitted on any lot.

5.17 No lot shall be used for the dumping or accumulation of rubbish, trash, garbage, or other solid waste materials. Storage, collection, and disposal of garbage shall be in accordance with procedures and rules adopted from time to time by the Board. All lots shall be kept free of an accumulation of rubbish, trash, garbage and other solid waste materials, and from unsightly weeds and underbrush.

5.18 The public or private transmission or provision of utilities, including but not limited to electricity, sewage, cable television, water, gas, and telephone shall be furnished to the lots by underground service only. Hook-up costs and the costs of extending utility services from the private road rights-of-way to the lots shall be borne by the lot purchasers. No exterior television or other antennae shall be permitted, except as may be approved in writing by the Board.

5.19 No signs of any type shall be displayed to public view on the Lands or any portion thereof without the prior written consent of the Board, except signs advertising a lot for sale or rent which shall not exceed five (5) square feet in size. No motor vehicles containing or exhibiting thereon lettering or advertising which is identified with or identifies a business or commercial activity shall be parked, stored, or otherwise permitted to remain on any lot except in a garage or carport.

5.20 An Owner, his family, invitees, and lessees shall not do or keep, and shall not cause anything to be done or kept on his lot which shall constitute a nuisance under the laws of the State of Indiana or which will obstruct or

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Interfere with the rights of the other Owners or the Association by unreasonable noise, odor, or otherwise, nor shall any Owner, his family, invitees, or lessees commit or permit any nuisance or immoral or illegal act within the Lands.

5.21 No fence, wall, or hedge shall be erected, maintained, or permitted to remain on any lot.

5.22 No provision contained in this Declaration shall be interpreted or construed to prevent the Declarant, its transferees as the case may be, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development of the Lands and the sale of the lots, including, without limitation, the following: erecting, constructing, and maintaining such structures and vehicles as may reasonably be necessary for the conduct of Declarant's business of completing and establishing the Lands as a residential community, and disposing of the same in parcels by sale, lease, or otherwise; conducting on the Lands its or their business of completing and establishing the Lands as a residential community and disposing of the Lands in parcels by sale, lease, or otherwise; and maintaining such sign or signs on the Lands as may be reasonably necessary in connection with the sale, lease, or other transfer of the Lands in parcels.

5.23 Plans and specifications for the Lands, on file with the County of Allen, require the installation of concrete sidewalks within the street rights-of-way in front of lots numbered 6A through 14B, inclusive. Installation of said sidewalks shall be the obligation of the Owner of any such lot, shall be completed in accordance with said plans and specifications and prior to the issuance of a Certificate of Occupancy for any such lot, and the cost of said installation shall be a lien against any such lot enforceable by the County of Allen or the Allen County Plan Commission.

5.24 Water Detention System. The Owner of any lot in the Lands and/or the Allen County Drainage Board shall have the right to order the Association of Owners to carry out its obligation to maintain, repair, and/or replace the Storm Water Detention System identified herein as "Detention Basin" and to assess the Owners of all lots in the Lands with the cost thereof.

5.25 Minimum Floor Level. No habitable space on any lot shall have a finished floor lower than elevation 832.8, MSL datum.

5.26 Drainage Easements. Surface drainage easements used for drainage purposes as shown on the plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall

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ALLEN COUNTY RECORDER
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have the right to determine if any obstruction exists and to repair and maintain, or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

5.27 Yard Light. Each dwelling will cause a yard light or other illuminating device to be installed in the front yard fifteen (15) feet (plus or minus one (1) foot) from the street curb, or other yard lighting approved by the Allen County Plan Commission. Such yard light or illuminating device will be at such design and construction as shall be approved by the Architectural Control Committee; said Committee shall also have the authority to approve a change in the location of said yard light or illuminating device. The Owners of said dwelling upon which said yard light or other illuminating device shall have been installed shall cause said yard light or other illuminating device to be illuminated at all times other than daylight hours.

5.28 Lot Division. No lot or combination of lots may be further subdivided until approval therefor has been obtained from the Allen County Plan Commission except that a lot may be divided into two (2) parts where each part is under common ownership and use with an entire, contiguous lot, in which case the part and the entire lot with which it is contiguous shall be treated as one (1) lot for the purposes of these covenants and restrictions.

5.29 Compliance with Zoning. Before any lot may be used or occupied, such user or occupier shall first obtain the Improvement Location Permit and Certificate of Occupancy as required by the Allen County Zoning Ordinance, or its successor agency.

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

5.31 Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than a distance of seven (7) feet to an interior lot line. No dwelling shall be located nearer than 17.5 feet to the rear lot lines of lots 6A, 6B, 12A, 12B, 13A, 13B, 14A, 14B, and no nearer than 25 feet to the rear lot line on Lots 7A, 7B, 8A, 8B, 9A, 9B, 10A and 10B, and no nearer than 22 feet to the rear lot lines of Lots 11A and 11B.

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5.32 Flood Protection Grade. In order to minimize potential damages from surface water, flood protection grades are established as set forth below. All dwellings shall be constructed at or above the minimum flood protection grades; such grades shall be the minimum elevation of a first floor or the minimum sill elevation of any opening below the first floor. The flood protection grades for all lots are 832.8 feet Mean Sea Level Datum.

ARTICLE VI

GENERAL PROVISIONS

6.1 Enforcement. The Association and any Owner shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and other charges now or hereafter imposed by the provisions of this Declaration, and the party enforcing same shall be entitled to recover all costs and expenses incurred thereby, including reasonable attorneys' fees. The failure of the Association or of any Owner to enforce any covenant or restriction or provision hereof shall in no event be deemed a waiver of the right to do so thereafter.

6.2 Severability. The invalidation of any of the provisions hereof by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

6.3 Restrictions Run with the Lands; Amendment. The provisions, covenants, conditions, easements, and restrictions of this Declaration shall run with and bind the Land for a term of twenty-five (25) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by seventy-five (75%) of the lot Owners and approved and signed by the Association shall be recorded indicating that this Declaration is terminated. The Declarant, acting unilaterally, is entitled, at any time during the first two (2) years after the recordation hereof, to amend or modify this Declaration, from time to time, in whole or in part, provided, however, that any such amendment or modification shall not bind or apply to the property of any lot Owner other than the Declarant unless that lot Owner's signature appears on the amendment or modification. This Declaration may also be amended by an affirmative vote in favor thereof by the Owners (and their respective institutional mortgagees) of at least seventy-five percent (75%) of the lots upon which these restrictions are imposed. Any amendment of this Declaration (but not of the Articles of Incorporation and Bylaws of the Association) must be recorded in the public records of the

84 15810

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county in which the Lands lie and approved by the ^{Book 415 Page 148} Allen County Plan
Commission before it shall be deemed effective.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set his hand
and seal the day and year first above stated.

MICHAEL W. THOMAS d/b/a
WILD MEADOW DEVELOPMENT


(Michael W. Thomas)

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, the undersigned, a Notary Public in and for said County and
State, this 15 day of June, 1984, personally appeared MICHAEL W. THOMAS
and acknowledged the execution of the Declaration of Covenants, Conditions,
Easements and Restrictions, to be his free and voluntary act and deed, for
the uses and purposes therein set forth.

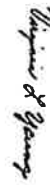
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial
Seal.


Susan J. Holsapple, Notary Public
Residing in the County of Allen

MY COMMISSION EXPIRES:

September 17, 1986

This instrument prepared by EDWARD J. MOPPERT, Attorney at Law.

1984 JUL -3 PM 2:55
ALLEN COUNTY RECORDER


84 15810

EXHIBIT "A"

Part of the Fractional South Half of the Southwest Quarter of Section 35, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to wit:

Beginning on the North line of the Fractional South Half of said Southwest Quarter at a point situated 640.5 feet, N 89° - 55' E from the Northwest corner of said Fractional South Half; thence S 38° - 57' E, a distance of 25.0 feet; thence South westerly, on and along a regular curve to the right, having a radius of 502.25 feet, for an arc distance of 61.18 feet (the chord of which bears S 54° - 32' - 30" W, for a length of 61.14 feet); thence S 31° - 58' E, a distance of 25.0 feet; thence S 15° - 00' E, a distance of 166.09 feet to the most Westerly corner of Lot #36 in Longwood, Section 1, as recorded in Document 079-13174 in the Office of the Recorder of Allen County, Indiana; thence S 35° - 00' E, on and along the Southwesterly line of Lots #36 and #35 in said Longwood, Section 1, a distance of 235.0 feet; thence S 49° - 00' E, on and along the Southwesterly line of Lot #34 in said Longwood, Section 1, a distance of 45.0 feet to the most Northerly corner of Lot #22 in said Longwood, Section 1; thence S 46° - 00' W, on and along the Northwesterly line of Lots #22 and #21 in said Longwood, Section 1, a distance of 235.0 feet; thence S 76° - 00' W, on and along the Northwesterly line of Lots #21, #20, #16 and #15 in said Longwood, Section 1, a distance of 250.0 feet; thence N 24° - 00' W, a distance of 175.12 feet; thence N 21° - 00' E, a distance of 156.0 feet; thence N 15° - 00' W, a distance of 176.89 feet; thence N 01° - 29' W, a distance of 100.01 feet; thence Northeasterly, on and along the arc of a non-tangent regular curve to the left having a radius of 477.25 feet, an arc distance of 308.84 feet (the chord of which bears N 69° - 35' - 20" E for a length of 303.48 feet) to the point of beginning, containing 4.479 acres of land, subject to all easements of record.

84 15810