

39	5.39
41	21.41
62	31.63

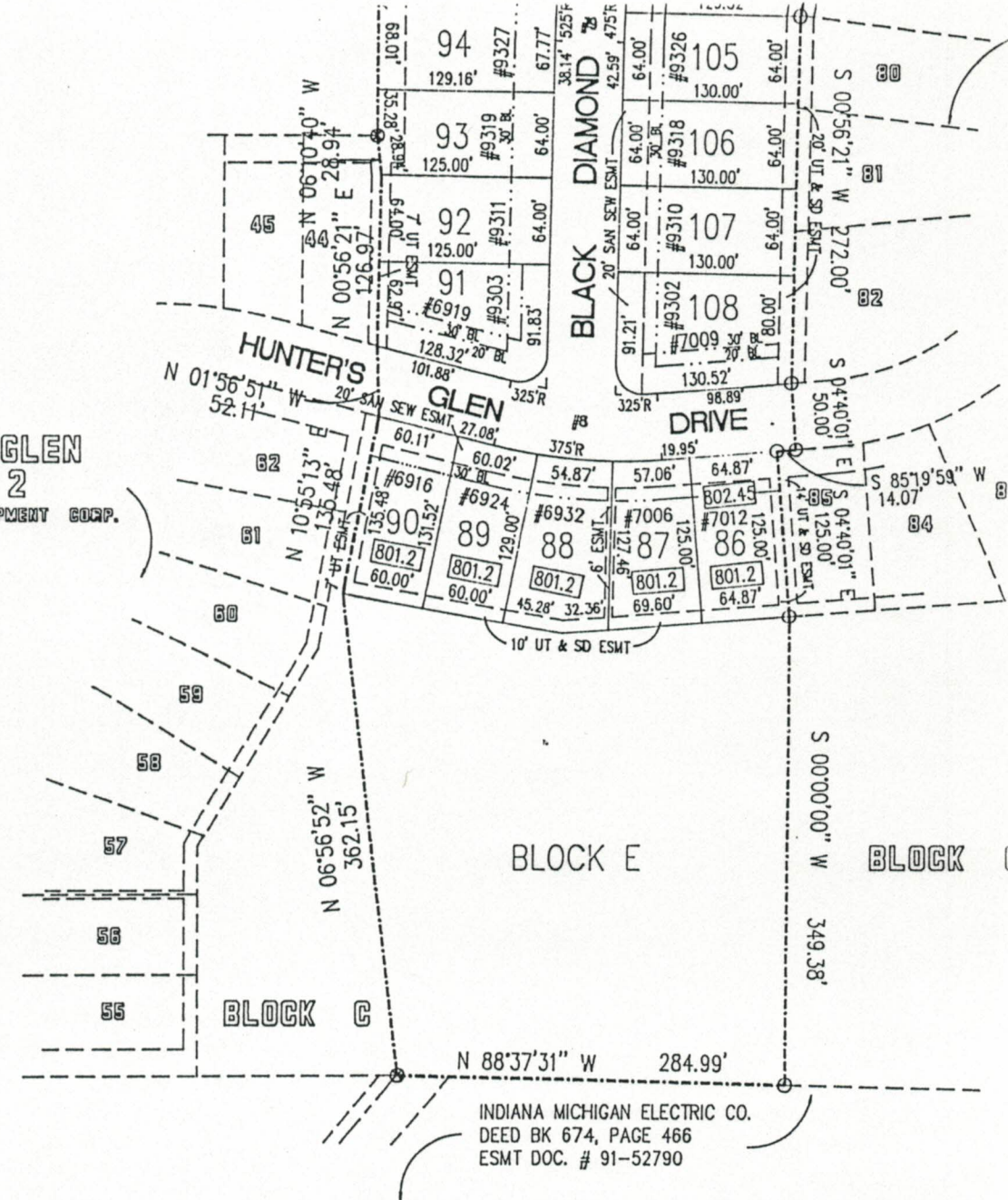
HUNTER'S GLEN  
SECTION 2  
NORTHEASTERN DEVELOPMENT CORP.

	CHORD (FEET)	LENGTH (FEET)
9'-39"	26.43	26.44
4'-37"	31.62	31.63
5'-14"	124.35	124.93
4'-01"	26.8	26.8
4'-01"	29.63	29.63

93 JUL -8 PM 1:53

*Maguire & Co. Surveyors*  
ALLEN COUNTY RECORDER

FEET.  
E TO ALLEN COUNTY.  
REAS TO HAVE A  
RAINAGE SWALE



INDIANA MICHIGAN ELECTRIC CO.  
DEED BK 674, PAGE 466  
ESMT DOC. # 91-52790

PLAT CABINET B, PAGE 152  
93-038499



# Secondary Plat of AUTUMN CHASE, SECTION III

a subdivision located in the



S 90°00'00" W  
983.5'

NW COR, NE 1/4, SE 1/4  
SEC. 3, T31N, R13E,  
ALLEN COUNTY, INDIANA

AUTUMN CHASE  
SECTION II

NORTHEASTERN DEVELOPMENT CORP.

DESCRIPTION

A parcel of land located in the South One-half of fractional Section 3, Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows:

**COMMENCING** at the Northwest corner of the Northeast One-quarter of the Southeast One-quarter of said Fractional Section 3, as marked by a railroad spike found; thence due West (assumed bearing) along the East-West centerline of said Fractional Section 3, a distance of 983.5 feet to the point of beginning. **BEGINNING** at said point; thence South 00 degrees 00 minutes West, a distance of 264.17 feet; thence South 10 degrees 48 minutes 30 seconds West, a distance of 205.32 feet; thence South 00 degrees 56 minutes 21 seconds West, a distance of 272.00 feet; thence South 04 degrees 40 minutes 01 seconds East, a distance of 50.00 feet; thence South 85 degrees 19 minutes 59 seconds West, a distance of 14.07 feet; thence South 04 degrees 40 minutes 01 seconds East, a distance of 125.00 feet; thence South 00 degrees 00 minutes West, a distance of 349.38 feet; thence North 88 degrees 37 minutes 31 seconds West, a distance of 284.99 feet; thence North 06 degrees 56 minutes 52 seconds West, a distance of 362.15 feet; thence North 10 degrees 55 minutes 13 seconds East, a distance of 135.48 feet; thence North 01 degree 56 minutes 51 seconds West, a distance of 52.11 feet; thence North 00 degrees 56 minutes 21 seconds East, a distance of 126.97 feet; thence North 06 degrees 10 minutes 40 seconds West, a distance of 28.94 feet; thence North 00 degrees 00 minutes East, a distance of 555.60 feet to a point on the East-West centerline of said Fractional Section 3; thence North 90 degrees 00 minutes East along the East-West centerline of said Fractional Section 3; a distance of 348.60 feet to the point of beginning, containing 9.237 acres of land, more or less.



# CINDERELLA VILLAGE

## SECTION B

PLAT BOOK 24A, PAGE 54

31

32

33

34

35

EBY ROAD

CINDERELLA DR.



N 90°00'00" E 348.60'

P.O.B.

BLOCK F

BLOCK D

THE PRESBYTERY OF WHITEWATER  
DOC # 90-50126

N 00°00'00" E 555.60'

BLACK DIAMOND PLACE

AUTUMN  
SECTION  
NORTHEAST

HUNTER'S

GLEN

DRIVE

HUNTER'S GLEN  
SECTION 2

NORTHEASTERN DEVELOPMENT CORP.

LENGTH (FEET)	
26.44	3
31.83	2
124.93	5
26.8	8
29.63	3

BLOCK E

BLOCK C

S 00°00'00" W 349.38'

N 06°56'52" W 362.15'

57

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# LOT CURVE DATA

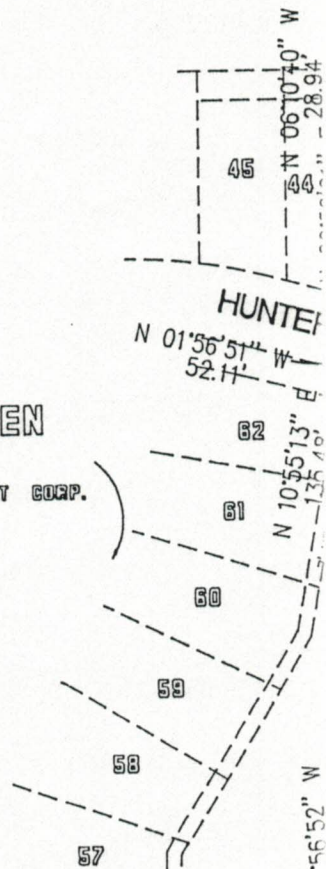
LOT #	RADIUS (FEET)	I	CHORD (FEET)	LENGTH (FEET)
87	375	05°-40'-13"	37.1	37.11
88	375	08°-23'-02"	54.82	54.87
89	375	05°-01'-59"	32.93	32.94
91	325	04°-39'-39"	26.43	26.44
94	525	03°-14'-01"	29.63	29.63
97	50	71°-08'-53"	58.18	62.09
98	50	50°-12'-52"	42.43	43.82
99	50	35°-36'-32"	30.58	31.07
100	50	40°-11'-17"	34.36	35.07
101	50	36°-59'-49"	31.73	32.29
102	50	65°-50'-38"	54.35	57.46
104	475	00°-39'-02"	5.39	5.39
105	475	02°-34'-59"	21.41	21.41
108	325	05°-34'-37"	31.62	31.63

THE PRESBYTERY OF WHITEWATER  
DOC # 90-50126

N 00°00'00" E 555.60'

HUNTER'S GLEN  
SECTION 2  
NORTHEASTERN DEVELOPMENT CORP.

RIGHT-OF-WAY CURVE DATA CURVE NO.	RADIUS (FEET)	I	CHORD (FEET)	LENGTH (FEET)
CURVE #8				
HUNTER'S GLEN DRIVE NORTH R/W	325	04°-39'-39"	26.43	26.44
HUNTER'S GLEN DRIVE NORTH R/W	325	05°-34'-37"	31.62	31.63
HUNTER'S GLEN DRIVE SOUTH R/W	375	19°-05'-14"	124.35	124.93

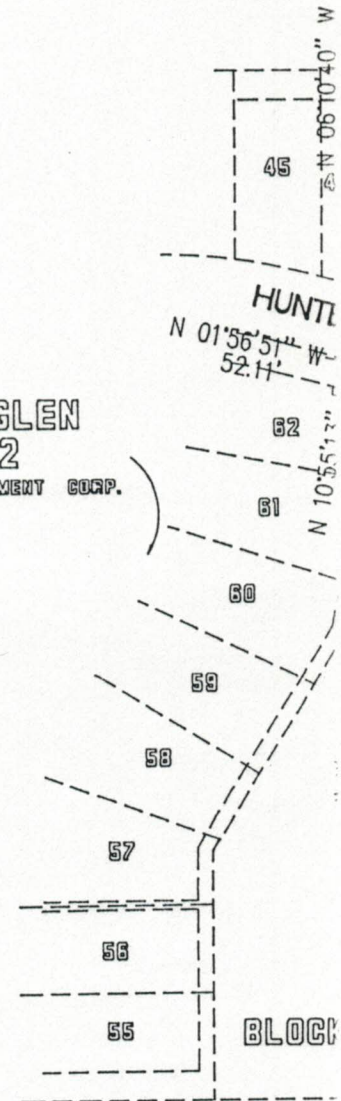




104	475	00°-39'-02"	5.39	5.39
105	475	02°-34'-59"	21.41	21.41
108	325	05°-34'-37"	31.62	31.63

HUNTER'S GLEN  
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NORTHEASTERN DEVELOPMENT CORP.

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HUNTER'S GLEN DRIVE NORTH R/W	325	05°-34'-37"	31.62	31.63
HUNTER'S GLEN DRIVE SOUTH R/W	375	19°-05'-14"	124.35	124.93
CURVE #9				
BLACK DIAMOND PLACE EAST R/W	475	03°-14'-01"	26.8	26.8
BLACK DIAMOND PLACE WEST R/W	525	03°-14'-01"	29.63	29.63



1. ALL RIGHT-OF-WAY INTERSECTION RADII TO BE 20 FEET.
2. ALL RIGHT-OF-WAYS TO BE DEDICATED 50-FOOT WIDE TO ALLEN COUNTY.
3. ALL BLOCK AREAS, OPEN SPACES, OR LANDSCAPE AREAS TO HAVE A BLANKET UTILITY AND SURFACE DRAINAGE EASEMENT.
4. ALL BURIED UTILITIES MUST ALLOW FOR PROPOSED DRAINAGE SWALE GRADES AS FOUND IN PLANS.

BL - BUILDING LINE  
UT - UTILITY EASEMENT  
SD - SURFACE DRAINAGE EASEMENT  
SAN - SANITARY SEWER EASEMENT  
ESMT - EASEMENT  
100.0 - FLOOD PROTECTION GRADE



PLAT BENCHMARK

TOP OF NORTH EDGE OF SANITARY SEWER MANHOLE RIM - LOCATED 215 FEET ± WEST OF CINDERELLA DRIVE AND 15 FEET ± NORTH OF THE CENTERLINE OF EBY ROAD.  
ELEVATION = 792.65 MSL



0 50 100

Second  
of  
AUTUMN CHASE

a subdivision



APPROVED THIS 26th DAY OF May, 1993  
ALLEN COUNTY BOARD OF COMMISSIONERS

Jack C. McComb  
PRESIDENT

Jack P. Brown  
VICE-PRESIDENT

Elmer J. Ramey  
SECRETARY

ATTEST:

Lisa K. Bloom  
AUDITOR  
ALLEN COUNTY, INDIANA

APPROVED THIS 27th DAY OF May, 1993  
ALLEN COUNTY PLAN COMMISSION

H. G. Spiron  
PRESIDENT

VICE-PRESIDENT

APPROVED THIS 11th DAY OF JUNE, 1993  
FOR DRAINAGE ONLY.

Jeffrey W. King  
ALLEN COUNTY SURVEYOR

APPROVED THIS 15 DAY OF June, 1993  
FORT WAYNE-ALLEN COUNTY BOARD OF HEALTH



AUDITOR  
ALLEN COUNTY, INDIANA

APPROVED THIS 27th DAY OF May, 1993  
ALLEN COUNTY PLAN COMMISSION

A. G. Spiron  
PRESIDENT

VICE-PRESIDENT

APPROVED THIS 11th DAY OF JUNE, 1993  
FOR DRAINAGE ONLY.

[Signature]  
ALLEN COUNTY SURVEYOR

APPROVED THIS 15 DAY OF June, 1993  
FORT WAYNE-ALLEN COUNTY BOARD OF HEALTH

Jane M. Irmischer M.D.  
DR. JANE M. IRMSCHER

CONFIRMED THIS 21 DAY OF June, 1993  
ALLEN COUNTY DEPARTMENT OF PLANNING SERVICES

[Signature]  
DENNIS A. GORDON, EXECUTIVE DIRECTOR

I, KERRY D. DICKMEYER, Hereby certify that I am a Land Surveyor licensed in compliance with the laws of the State of Indiana and that this plat correctly represents a survey completed by me or under my direct supervision on MAY 6, 1993 and that I have set 5/8-inch diameter steel rod marked with a plastic identification cap at each property corner.

Plat prepared by and certified correctly this MAY 6, 1993

Kerry D. Dickmeyer  
Kerry D. Dickmeyer, LS # S-0243



DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,  
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED  
OF THE PLAT OF AUTUMN CHASE, SECTION III  
A SUBDIVISION IN ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA

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North Eastern Construction Co., Inc., an Indiana corporation, by Joseph L. Zehr, its President, hereby declares that it is the owner of the real estate shown and 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 by reference in this document. The platted Subdivision shall be known and designated as Autumn Chase, Section III, Subdivision in St. Joseph Township, Allen County, Indiana.

The lots are numbered from 86 through 108 inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes.

PREFACE

Autumn Chase, Section III is part of a tract of real estate which is currently planned to be subdivided into a maximum of 175 residential lots. In addition to the recordation of the Plat of and this document, there will be recorded articles of incorporation of Autumn Chase Community Association, Inc., it being Developer's intention that each owner of a lot in Autumn Chase, Section III 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". Autumn Chase Community Association, Inc., an Indiana not-for-profit 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 Autumn Chase 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. Common Area is designated as Blocks E and F on the face of the plat.

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

1.8 "Developer". North Eastern Construction Co., Inc., an Indiana corporation, and its successors in interest in the Real Estate



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 Autumn Chase, Section II.

1.13 "Subdivision". The platted Subdivision of Autumn Chase, Section II.

## Section 2. PROPERTY RIGHTS.

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

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

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

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

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

## Section 3. MEMBERSHIP AND VOTING RIGHTS

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

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

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



## 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 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 its 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 Subsections 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 that purpose, written notice of which shall be sent to all members not less than 30



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 conveyance of the Common Area. 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 Assessments/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 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 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 Mortgages 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 an 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 until the plans and specifications showing the structure's nature, kind, shape, height, materials and location are submitted to and approved by the 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: Joseph L. Zehr, Cathy A. Zehr and Orrin R. Sessions. 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 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 to



5.4 In the event the Committee (or Board of Directors or other entity acting under sections 5.2 or 5.3), 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 700 square feet on the ground floor of 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.

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 10 feet of each Lot. No owner of a Lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use, or permit the use of, overhead wires, poles or 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 so as to achieve this intention. Such easements shall be maintained in an unobstructed condition, and the County...



6.8 Temporary Structures. No structure of a temporary character, trailer, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be constructed, erected, located or used on any Lot for any purpose (including use as a residence), either temporarily or permanently; provided, however, that basements may be constructed in connection with the construction and use of a single-family residence building.

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 of which is 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, shall be constructed, erected, or 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 30 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, or satellite receiving disk or dish shall be permitted on a Lot. No solar panels (attached, detached or free-standing) are permitted on a Lot.

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, 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 and not less than 16 feet in width.



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 Occupancy. 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 occupancy required by the Allen County Zoning Ordinance.

6.23 Enforcement. The Association, Developer and 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 judgment or court order shall not affect any other 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 occupancy 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 Developer, 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 future sections, if any, of Hunters Glen. 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.

6.26.2 Until primary residences are constructed on all Lots in the Subdivision



Before me, a Notary Public in and for said County and State, this 6 day of May 1993, personally appeared Joseph L. Zehr, known to me to be the duly authorized President of North Eastern Construction Co., Inc., and acknowledged the execution of the above and foregoing as his voluntary act and deed and on behalf of said corporation for the purposes and uses therein set forth in this document.