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ALLEN COUNTY RECORDER
FORT WAYNE, IN

DECLARATION OF AMENDMENT AND RESTATEMENT
OF THE [DEDICATION,] PROTECTIVE RESTRICTIONS, COVENANTS, AND LIMITATIONS,
[AND EASEMENTS,] [AND APPROVALS] FOR MAPLEWOOD PARK SECTIONS I, II, III, IV AND
MAPLEWOOD GARDENS SECTION I
FOR MAPLEWOOD COMMUNITY ASSOCIATION, INC.,
ALLEN COUNTY, INDIANA
MARCH 12, 2012 72-08-27-44-000.000-677

This Declaration of Amendment and Restatement of the [Dedication,] Protective Restrictions, Covenants, and Limitations, [and Easements,] [and Approvals] for Maplewood Park Sections I, II, III, IV, and Maplewood Gardens Section I (this "Declaration") is adopted as of this 12th day of March, 2012 by the Maplewood Community Association, Inc. (the "Association"), an Indiana not-for-profit corporation, pursuant to the approval of the Owners (defined below).

## RECITALS:

- A. On, October 3, 1955, Amos and Elizabeth Zehr, husband and wife, and Henry and Emma Yoder, husband and wife, recorded Protective Restrictions, Covenants and Limitations for Maplewood Park (the "Park I Covenants"), in Book 22, Page 64 in the Office of the Recorder of Allen County, Indiana. The Protective Restrictions, Covenants and Limitations and the legal description of the land with which they run is contained in the attached Exhibit A and made a part of this Declaration.
- B. On, May 11, 1959, Maplewood Park, Inc., an Indiana corporation, recorded the Protective Restrictions, Covenants, Limitations and Easements for Maplewood Park, Section II (the "Park II Covenants"), in Book 25, Page 13 in the Office of the Recorder of Allen County, Indiana. The Protective Restrictions, Covenants, Limitations and Easements and the legal description of the land with which they run is contained in the attached Exhibit B and made a part of this Declaration.
- C. On, March 24, 1960, North Eastern Development Corp., an Indiana corporation, recorded the Protective Restrictions, Covenants, Limitations and Easements for Maplewood Park, Section III (the "Park III Covenants"), in Book 25, Page 132 in the Office of Recorder of Allen County, Indiana. The Protective Restrictions, Covenants, Limitations and Easements and the legal description of the land with which they run is contained in the attached Exhibit C and made a part of this Declaration.
- D. On, April 5, 1961, North Eastern Development Corp., an Indiana corporation, recorded the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals for Maplewood Park, Section IV (the "Park IV Covenants"), in 
  Book 26, Pages 73-75 in the Office of Recorder of Allen County, Indiana. The Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals and the legal description of the land with which they run is contained in the attached Exhibit D and made a part of this Declaration.
- E. On, May 22, 1963, North Eastern Development Corp., an Indiana corporation, recorded the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals for Maplewood Gardens, Section I (the "Garden Covenants"), in Book 27, Pages 129-130 in the Office of Recorder of Allen County, Indiana. The Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals and the legal description of the land with which they run is contained in the attached Exhibit E and made a part of this Declaration.

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- F. Control of the Association lies in the name of the person, firm, or corporation in whose name the fee simple title appears of record in the office of the Recorder of Allen County, Indiana, for each Lot described and designated in Exhibits A, B, C, D, and E (the "**Property**").
- G. Section 13 of the Park I Covenants provides that they shall only be amended by the consent and approval of not less than two –thirds (2/3) of the Owners of the real estate described in Exhibit A.
- H. Section B-2 of the Park II Covenants and Section C-1 of the Park III Covenants provide that they may be amended by an instrument signed by a majority of the Owners of the real estate described in Exhibits B and C respectively and recording the signed instrument.
- I. Section C-1 of the Park IV Covenants provides that they may be amended by sixty-five percent (65%) of the Owners of the real estate described in Exhibit D.
- J. Section C-1 of the Garden Covenants provides that they may be amended by sixty-five percent (65%) of the Owners of the real estate described in Exhibit E.
- K. The Association, as authorized by the necessary percentage of Owners as described in paragraphs G, H, I and J immediately above, desires to amend and restate the Park I, II, III, IV and Garden Covenants as follows:

## Article I ESTABLISHMENT

- Section 1.1 **Establishment of Covenants, Conditions and Restrictions**. The Owners hereby impose upon the Property the covenants, conditions, restrictions, liens and easements set forth in this Declaration (the "Covenants") for the purposes of amending and restating the general scheme for development of the Property, enhancing the value of the Lots and Residences (defined below), and establishing restrictions for residential use for the benefit of the Association and the Owners. The Association does not guarantee that all of these purposes will be accomplished through the restating and amending of the Covenants. The Covenants touch and concern title to the Property, run with the land and shall be binding upon all persons hereafter acquiring any portion of the Property.
- Section 1.2 **Definitions**. The terms set forth below shall have indicated meanings when used in this Declaration; other terms are defined elsewhere herein and shall have the meaning given to them in this Declaration.
  - "ACC" means the architectural control committee established pursuant to this Declaration.
  - "Assessments" means the Maintenance Assessments and Special Assessments provided for in Article 6.
  - "Board" means the Board of Directors of the Association.
- "Common Area" means those portions of the Property as described in or on the Plat that do not constitute building lots, streets, roads, or rights-of-way. Accordingly, the Common Area means those portions of the Property designated as such, including any parks, open space, shared amenities, entry features, or similar areas. The Common Area also includes: (i) any areas within the Property owned by the Association or any governmental entity, but which are required to be maintained by the Association; (ii) any common landscape, wall, sign, pedestrian access or similar feature reflected on the Plat, designated by the Association, or required by the County or recorded by separate instrument; and (iii) those areas, if any, which are owned by an Owner, but on which are located monuments, signs, fences, landscaping, berms, sidewalks, irrigation systems or other improvements that may be maintained by the County or the Association. The Common Area shall also include all improvements on or to any portion of any of the areas described in the preceding sentence. The Association shall at all times have and retain the right, but without obligation whatsoever, to effect redesigns or reconfigurations of the Common Area and to execute any open space declarations applicable to the Common Area which may be permitted in order to reduce property taxes, and to take whatever steps as may be appropriate to lawfully avoid or minimize the imposition of federal and state ad valorem and/or income taxes.
  - "County" means Allen County, Indiana.
- "Design Guidelines" shall mean and refer to those particular standards, restrictions, guidelines, recommendations and specifications applicable to all aspects of construction, placement, location, alteration, maintenance and design of any improvements within the Property, and all amendments, modifications, supplements and interpretations thereof.
  - "HUD" means the U.S. Department of Housing and Urban Development.

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"Lot" means any of the individual platted building lots reflected, or to be reflected, on the Plat that are to be used for residential purposes as herein described.

"Managing Agent" means any person who has been engaged and designated by the Board to manage the daily affairs and operations of the Association.

"Owner" or "Lot Owner" means any person owning fee title to any Lot, but excluding any mortgagee or beneficiary under a deed of trust until such time as it acquires legal title to a Lot.

"Person" means any individual, corporation, limited liability company, partnership or other entity of any kind or types whatsoever.

"Phase" means a particular phase developed upon the Property.

"Plat" means the final recorded Plat submitted to and approved by the County, or any other applicable governmental entity as recorded in the Records of Allen County, Indiana as described in Exhibits A, B, C, D, and E; and, (iii) any replat of, or amendment to, the foregoing made by the Association in accordance with this Declaration. The term "Plat" shall also include the final recorded plat of any additional property annexed into the Property pursuant to Section 8.1.

"Residence" means a single family detached residence constructed upon a Lot in conformance with this Declaration.

"Street or Road" means any paved road or right-of-way so established, improved and maintained by the Association or County, including all public streets or roads within and adjoining the Property, that are typically within a fifty (50') foot or sixty (60') foot right-of-way and serves the front of a Lot upon which a Residence is constructed.

"Structure" means any structure (other than a Residence), fence, driveway, landscaping, wall, tennis court, swimming pool, outbuilding, or other improvement of any kind or type.

"VA" means the U.S. Department of Veterans Affairs.

"Vehicle" means any vehicle of any kind or type whatsoever, including any automobile, truck, motorcycle, boat, mobile home, motor home, boat trailer, or other kind of trailer.

# Article 2 USE PROVISIONS

## Section 2.1 Permitted Uses.

- (a) Lots Limited to Residential Use. Except as otherwise provided in this Declaration, Lots shall be used only for single family residential purposes and activities reasonably related thereto. Additional uses for purposes such as home-based businesses may be permitted on individual lots within the Property, provided such uses have received prior written approval from the Association and appropriate governmental authorities.
- (b) Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Residence not to exceed two stories in height and one shed. Each Residence shall include a garage, which shall be built as part of said structure and attached thereto. The shed shall be limited to such size to facilitate the reasonable storage of personal outdoor lawn equipment, seasonal decorations and the like, and shall be placed and installed according to and not in violation of local building ordinances.
- (c) Architectural Control. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the ACC as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. Approval shall be as provided in Article 3.
- (d) Antennas and Direct TV-Type Satellite dishes. It is the preference of the Association that antennas and small satellite dishes for the reception of a media signal be attached to the Residence or located in the rear of the property if secured to the ground. Antennas and satellites are considered personal property and are to be removed upon the sale and purchase of a Lot unless the purchasing property expressly accepts the antenna or satellite as part of the sale.

## Section 2.2 **Prohibited Uses and Activities.**

- (a) No Further Subdivision. No Lot may be further subdivided without the written consent of the Association or the ACC. Lots may be combined for the purpose of constructing a single residence on more than one Lot only upon written approval of the Association or the ACC. Without regard to any such permitted subdivision or combination, the Lots involved shall continue to be treated as single individual Lots hereunder for all other purposes, including voting in the Association and assessing and collecting Assessments.
- (b) Parking and Vehicle Restrictions. Each Lot shall be limited to the number of vehicles, whether operative or non-operative, that can be properly parked in the driveway and garage. A recreational vehicle, trailer, ATV and the like shall be considered a vehicle for purposes of this Section. No vehicles of any kind, including boats, trailers, cars, trucks, motorcycles, campers, and the like shall be permitted in any yard/lawn on any Lot for any period of time. On-Street parking shall be limited to temporary parking of no more than twelve (12) hours in any 24 hour period. Trucks with tonnage in excess of one ton shall not be permitted to park overnight on the Streets, driveways, or other areas within the Property. Owners with Vehicles with signage or advertising displays may only be parked in a Residence's garage or driveway. No Vehicle that transports inflammatory or explosive cargo may be parked or stored within the Property. No inoperative or unlicensed vehicles may be parked or stored in a location other than in an enclosed garage. The Association prefers that all work and routine maintenance on vehicles be performed in an enclosed garage. The foregoing provisions shall not restrict the parking of trucks and other Vehicles as necessary in connection with construction, maintenance and repair of Residences or other Structures on Lots.
- (c) Specific Use Restrictions. The Property is restricted solely to residential and related uses; accordingly, no industrial, business, commercial, professional, manufacturing, mineral or other similar use shall be permitted on any part of the Property. This Section shall not be construed so as to prohibit the conduct of a reasonable amount of in-home work, such as computer work or similar activities, provided that such work or activity does not involve the parking of vehicles of employees, consultants, or other parties other than the occupants of the Residences in question, and does not involve the delivery or pick-up of any materials or services.
- (d) Pet and Animal Restrictions. Only a manageable quantity of regular household pets, such as cats and dogs, which can be properly cared for and cleaned up after, shall be permitted on the Property and then only for personal use and not for any business use such as breeding, kennel operations and the like. No other animals shall be permitted to be maintained upon the Property, including, without limitation, cows, horses, bees, hogs, sheep, goats, poultry, or skunks. All pets shall be kept within an Owner's Lot, unless properly leashed, and shall not be permitted to run free through the Property.
- (e) Outdoor Burning Restrictions. Outdoor burning of trash, leaves, and other items is prohibited, except during the construction of a structure upon an individual Lot when clearing of trees and other vegetation is required to facilitate said construction and only with approval from the appropriate governmental authority. This restriction shall not be construed as prohibiting outdoor cooking on barbecue grills in connection with use of a Residence.
- (f) Trash/Garbage Disposal. Trash, garbage or other waste shall not be dumped on the ground of any Lot or in any Common Area. Trash, garbage and other waste shall at all times be kept in clean, well maintained, sanitary containers for regular scheduled pickup for removal of such items. All trash, debris, and trash containers shall be neatly stored and preferably kept inside the garage or outbuilding out of visibility of the street between collection days. At a minimum, storage of trash containers shall be in accordance with local ordinances presently permitting placement to the side and rear of the Residence. In no event shall storage of trash containers be in front of the Residence.
- (g) Occupancy. Each Lot shall be improved with a maximum of one single family detached Residence. No Person shall occupy or reside in any garage or other outbuilding at any time.
- (h) Projections from Structures. Window A/C units are allowed on all Lots. Any projection through the roof of any structure on the Property shall require the prior written approval of the Association or the ACC.
- (i) Water/Sewer/Storm Systems. Each Residence shall be connected to the public water system, and sanitary sewer system. No private water well or other water system is permitted. Private storm sewer/drainage systems may exist on individual Lots for the purpose of collecting, carrying, and discharging surface and subsurface drainage as long as such system does not become a nuisance to any other Lot within the Property. Such systems are to be kept freely running and unobstructed at all times. If the system becomes obstructed, the Owner of such Residence/Lot shall be required to promptly repair or replace the system.
- (j) Changes in Grade. Except for such changes as are reasonably necessary to facilitate construction of a Residence on a Lot, no Owner shall change the grade of any Lot except in compliance with all applicable laws. After the Association has developed the Lots, the general grading, slope and drainage plan of a Lot may not be altered, and no dams, berms, channels or

swales may be constructed or excavated without the prior written approval of the Association (or the ACC), the County (if applicable) and other appropriate agencies having authority to grant such approval.

- (k) Visible Activities Outdoors. Lawn mowers, tractors, trailers, machines, tools, carts, and other yard equipment shall be stored from view from adjoining Lots and Streets when not in use.
- (l) Nuisances. In general, no noxious or offensive activity shall be carried on upon any Lot, nor shall and condition be allowed to exist on a Lot which, by sight or smell (as determined exclusively by the ACC), shall constitute a public or private nuisance or unreasonably disturb any other Owner in the use and enjoyment of its Lot.
  - (m) Natural Gas Tanks. The placement of above-ground natural gas tanks on any Lot is prohibited.
- (n) Rain and 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, 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 runoff sewer system.
- (o) Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.
- (p) Signs. No sign of any kind shall be displayed for public view on any Lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period. Temporary signs such as awareness, garage sale, political, religious, and the like must be removed upon the completion of such event or at the request of three (3) Owners.
- (q) Sight Distance at Intersections. No fence, wall, hedge, or shrub planting, which obstructs sight lines at elevations between 2 and 6 feet above roadways, shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- (r) Construction Materials. All buildings shall be constructed in a substantial and workmanlike manner and or new materials. No roll siding, asbestos shingle siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any Residence on any Lots in the Property, and no roll roofing or any description or character shall be used on the roof of any Residence or attached garage on any of said Lots. All chimneys shall be of masonry construction.
- (s) Soliciting. Soliciting of any kind whatsoever is prohibited within the Property with the exception of solicitation by the minor children of Owners for programs such as scouts, local school fundraisers, and seasonal sport boosters.

# Article 3 CONSTRUCTION PROVISIONS

Section 3.1 **Plan Approval Required.** No Residence or Structure shall be constructed within the Property until the plans have been approved in writing by the Association or ACC as provided in this Article 3. Neither the Association nor the ACC is responsible for plan building code, permit, or local regulation and ordinance compliance.

## Section 3.2 Establishment of ACC.

- (a) Composition. The Architectural Control Committee shall be composed of three (3) persons. A Majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member(s) shall have full authority to designate a successor.
- (b) Term and Subsequent Appointments. The members of the ACC shall serve until they resign or are removed by a majority of the Owners of the Lots through a signed written resolution. The Owners may change the membership of the Committee, withdraw from the Committee or restore to it any of its powers and duties stated in this Declaration through such a resolution. Appointments to the ACC shall be made by the Association until such time as the Association either relinquishes such power by written notice to the Board, or the Association no longer owns any Lot; thereafter appointments to and removals from the

ACC shall be made by the Board. The ACC or the Association may engage the services of a third party to review plans and specifications pursuant to this Article.

(c) Compensation; Fee for Review. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this Declaration. The ACC may impose a reasonable charge for reviewing plans if a third party is required to be engaged to perform such service.

## Section 3.3 Approval Process.

- (a) Submission of Plans. Any party wishing to construct any Structure on the Property shall submit a copy of complete plans and specifications to the ACC for its approval prior to commencing construction. Such plans and specifications shall include surveying and engineering information, landscaping description, site plans, and construction drawings showing the location and front, side, and rear elevations of the Structure and the exterior materials to be used in constructing the same, all in sufficient detail to enable the ACC to evaluate the proposed Structure. The cover sheet of the plans and drawings being submitted shall contain a calculation of the total square footage of each building façade, less areas covered by windows and doors, and the total area of such facades containing brick or masonry materials. The ACC may request additional information, including samples of proposed materials to aid it in its decision process. After receipt of a complete set of plans and specifications, the ACC shall promptly review the same and notify the Person submitting whether it approves the plans or whether it requires changes thereto. Alternately, the ACC may disapprove a set of plans by so noting thereon and returning it to the Person submitting, accompanied by a statement of the reasons for disapproval. No construction shall be commenced on any portion of the Property unless and until the plans for the Structure in question have been submitted in writing to the ACC or the Association.
- (b) Time for Review/Approval. The ACC shall approve or disapprove all plans submitted for construction within 30 calendar days after the date it receives a complete set of plans and specifications for the Structure; if the ACC fails to specifically approve or disapprove of any plans within such 30 calendar day period, then the ACC shall be deemed to have approved the plans submitted.
- (c) Review Standards. The ACC, in reviewing and approving plans for construction of Structures or Residences, shall use commercially reasonable efforts to promote and ensure a high level of taste, design quality, aesthetic harmony, and conformity throughout the Property, consistent with the standards established by this Declaration and the Design Guidelines.
- (d) Design Guidelines/Building Standards. The Association or the ACC may but is not required to, from time to time, establish specific guidelines and building standards to assist Persons in determining the type of Structures and Residences, which may be constructed on the Property. Pursuant to Section 8.1, the Association may annex additional Property to become a portion of the Property, and may develop the overall Property in various Phases. The Association may establish differing restrictions, guidelines and building standards for each such Phase of the Property, which may impose more or less restrictive building standards with respect to a particular Phase. The ACC or the Association may amend or modify such guidelines or standards from time to time in its sole discretion. Such guidelines or standards shall supplement this Declaration and are general guides to permitted construction within the Property, but shall not diminish the authority of the ACC and the Association to approve plans as otherwise herein provided.
- (e) Failure to Obtain Approval. The construction, repair, replacement, installation, or placement of any Structure or improvement of any type on a Lot without the prior written approval from the ACC shall constitute grounds for the imposition by the ACC or the Association of an automatic fine against the Owner of the Lot not to exceed Five Hundred and No/100 Dollars (\$500.00). A fine levied under this Section shall be charged to the Owner's assessment account, payable upon demand and secured by the lien created in Article 6. The ACC may impose further demands by requiring removal, modification, or demolition of all or a portion of the structure in question.
- Limitation of Liability. Neither the Association, its officers, directors, partners, agents, employees, representatives, parent or subsidiaries, nor the Association, the Board, or the ACC, including any of its respective members, shall be liable to any Person for any official act of the ACC in connection with submitted plans and specifications. Notwithstanding any approval by the Association or the ACC, neither the Association nor the ACC shall be responsible or liable to any Person with respect to any loss, liability, claim or expense which may arise by reason of such approval or the construction of a Structure related thereto. Neither the Association, the Board nor the ACC shall be responsible in any way for any defects in any plans or specifications submitted, reviewed or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans or specifications. No approval of any plans by either the ACC or the Association shall be construed to mean that the plans comply with any applicable law, building code, or governmental regulation, it being the responsibility of the Person submitting any plans to assure compliance with all applicable laws. Conversely, the issuance of a building permit or any approval from any governmental authority shall not, under any circumstance, constitute any evidence that construction of a Structure complies with the terms and conditions contained in this Declaration or the Design Guidelines. The Association and members of the

ACC shall have no liability for decisions made by them regarding the approval or disapproval of plans, so long as the decisions are made in good faith and are not discriminatory, arbitrary, or capricious.

## Section 3.4 Specific Construction Provisions.

- (a) Dwelling size and Quality. No Residence shall be built on any Lot having a ground floor area of the minimum structure, exclusive of one-story open porches, breezeway or garage, of less than 1,120 square feet for a one-story building, not less than 800 square feet for a dwelling of more than one-story, except of lots numbered 204 through 232, both inclusive, the ground floor area of the minimum structure shall not be less than 1,400 square feet for a one-story Residence nor less than 900 square feet for a Residence of more than one-story.
- (b) 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 on any Lot nearer than 30 feet to the front Lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 7-1/2 feet to an interior Lot line. No Residence shall be located on any interior Lot nearer than 25 feet to the rear Lot line.
- (c) Lot Area and Width. No Residence shall be erected or placed on any Lot having a width of less than 70 feet at the minimum building setback line, nor shall any Residence be erected or placed on any Lot having an area of less than 9,000 square feet.
- (d) Garage Requirements. Each Residence shall have at least a one-car attached garage. The plans for any additional garage or substitute variations must be are subject to the approval by the Association or the ACC.
- (e) Fences and Walls. All fences and walls (excluding retaining walls described in (i) below) shall be at least 3.5 feet (42 inches) in height and shall have a maximum height of 6.0 feet (72 inches). No fence shall be erected or maintained in the area contained between street lines and the front building lines of any Lot in the Property unless approved. Approval shall be as provided in this Article 3. No fence or wall may be constructed, repaired, rebuilt, or relocated if it impedes or obstructs drainage. Prior written approval from the ACC is required for any construction, placement or repair of fences or walls on any Lot.
- (f) Drives. All driveways from the street to garage shall be of poured concrete and not less than 10 feet in width.
- (g) Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and over the rear seven feet of each Lot, or as shown on the Plat. In addition, easements in the streets, as shows on the Plat, are hereby reserved and granted to all Public Utility Companies, the Proprietors of the land herein platted, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (Sanitary and/or Storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.
- (h) Trees, Hedges, and other Vegetation. Trees, hedges, and other vegetation shall be maintained in such a manner so as not to obstruct any easement or street right-of-way or obstruct the visibility of intersections of any streets. The owner of each Lot is obligated and responsible for maintaining its Lot in such a manner that trees, hedges, bushes, grass, flowers, and other plant material are kept in a clean and orderly appearance on a regular basis.
- (i) Retaining Walls. Retaining walls other than those constructed by the Association require prior written approval by the ACC with respect to location, construction, and materials. Except for those built by the Association or its affiliates, any retaining walls which generally face a street right-of-way or are either between Residences or along or adjacent to the side or rear property lines of Lots shall be constructed of C.C.A treated lumber or masonry materials unless the ACC has otherwise provided prior written approval.
- (j) Mailboxes. The mailbox for each Lot shall be of a consistent design with all other lots within the Property and shall conform to the United States Postal Service regulations, and the Design Guidelines.
- (k) Tennis Court/Swimming Pool/Recreational Facilities. A tennis court, in ground swimming pool, basketball court, or other recreational facilities may be constructed upon any Lot with prior approval of the Association or ACC as to the location, drainage, and proper screening of such facility.

# Article 4 MAINTENANCE PROVISIONS

- Section 4.1 **Owner's Obligation to Maintain.** Each Owner shall maintain its Lot and the Residence and other Structures thereon in a clean and orderly condition. Each Owner shall regularly mow grass and maintain the landscaping on its Lot in good condition at all times. Each Owner shall maintain the exterior of all Residences and Structures in good condition and shall make such repairs and replacements as necessary to maintain good order and the aesthetic harmony of the Property.
- Section 4.2 **Damaged Improvements**. If any Residence or Structure is damaged in any way, the Owner shall immediately repair such damage or, in the case of substantial damage when the Owner does not wish to rebuild, raze the damaged Structure or Residence and remove the same and leave the surface of the Lot in good order.
- Section 4.3 The Association's Right to Perform. If any Owner fails to maintain the condition of its Lot, the landscaping thereon, including the prompt removal of deceased trees and shrubs, or the Residence or other Structures thereon as contemplated by this Article 4 and fails to take action to correct such defect within thirty (30) days after the Association has furnished written notice thereof to such Owner, then the Owner of such Lot hereby grants permission to the Association (or its duly authorized agents) to enter upon such Lot and perform those duties which the Owner failed to perform without liability whatsoever to such Owner or any Person for trespass, conversion, or any claim for damages. The cost of performing such duties shall be added to the Owner's assessment account and shall bear interest at the rate of ten percent (10%) per annum (but not in excess of the lawful maximum rate), be payable upon demand, and shall be secured by the lien provided for in Article 6.
- Section 4.4 Easement Maintenance. Each Owner grants to the Association and the Board the right to access, repair, and maintain all facilities and improvements within any easement as recorded on any Plat for the Property. By acquisition of a Lot, each Owner hereby grants, creates and conveys unto the Association, the other adjacent Owners and the Association a perpetual drainage easement over, through, under and across the Owner's Lot for the purpose of permitting runoff and/or storm water to drain from other adjacent Lots over, through, under and across the Owner's Lot(s) ("Drainage Easement"). Without limiting the foregoing, in order to facilitate drainage from the Property subject to this Declaration over, through, under and across the Owner's Lot, each Owner hereby agrees that the Association or its authorized representative, as the case may be, shall have the right to enter onto the Owner's Lot at any reasonable time to (i) prevent possible interference with the Drainage Easement and to remove possible hazards from the Drainage Easement area, (ii) prevent the construction or placement of any building, structure or other obstruction within the Drainage Easement area which may endanger or interfere with the efficient and convenient use of the Drainage Easement, (iii) grade, improve, construct, reconstruct, repair and perpetually maintain swales within the Drainage Easement area, and/or (iv) regrade portions of the Drainage Easement area necessary or appropriate to permit drainage as generally described herein or as approved or required by appropriate governmental authorities. Notwithstanding any of the foregoing rights of the Association, each Owner hereby agrees to maintain the Drainage Easement area at such Owner's sole cost and expense. If any structures or other obstructions are constructed, created or placed by any Owner within the Drainage Easement area without the prior written consent of the Association or its duly authorized representative, the Association shall have the right to remove such structure or obstruction at the sole cost of such Owner.

# Article 5 MAPLEWOOD COMMUNITY ASSOCIATION, INC.

Section 5.1 **Establishment.** The Association has been or will hereafter be restored or created as an Indiana not-for-profit corporation. Each Lot Owner shall be a member in the Association and such membership is appurtenant to and shall not be separated from ownership of a Lot. Upon the transfer of a Lot, the new Owner shall automatically become a member of the Association. The term of existence of the Association and other matters pertaining to its operation are set forth in its articles of incorporation and the by-laws. The Association is established to enforce this Declaration and the Covenants, to promote the interests of the Owners as residents of the Property, and to enhance the value of the Lots as a part of a harmonious, high quality, residential subdivision.

# Article 6 ASSESSMENTS

Section 6.1 **Power to Establish Assessments.** The Association is empowered to establish and collect Assessments as provided under its bylaws for the purpose of obtaining funds to maintain the Common Area, perform its other duties, and otherwise preserve and further the operation of the Property as a first quality residential subdivision. The purposes for which Assessments may be used include, without limitation, maintaining, operating, managing, repairing, replacing or improving the Common Area or any improvements thereon; mowing grass and maintaining grades and signs; paying legal fees and expenses incurred in enforcing this Declaration; paying expenses incurred in collecting and administering assessments; paying insurance premiums for liability and

fidelity coverage for the ACC, the Board and the Association; and satisfying any indemnity obligation under the articles or bylaws. The Board may reject partial payments and demand payment in full of all amounts due and owing the Association. The Board is specifically authorized to establish a policy governing how payments are to be applied.

## Section 6.2 Commencement of Assessments.

- (a) Upon acquisition of record title to a Lot by an Owner, and unless otherwise provided by separate agreement by and between the Association and the Owner, the assessments shall commence as to each Lot upon its conveyance to the Owner of each Lot.
- (b) The Association. The Association shall not be liable for assessments for any Lot that it owns. The Association may, but shall have no obligation to, subsidize the Association from time to time. In the event the Association decides to subsidize the Association and any shortfall in the operating budget of the Association is due in part to the failure of the Association to collect delinquent assessments, then the Association shall immediately and vigorously pursue collection of such delinquent Assessments through foreclosure, if necessary, and shall reimburse the Association the amounts, if any, so collected.

## Section 6.3 Regular Annual Maintenance Assessments.

- (a) Annual Budget. For each calendar year or a part thereof during the term of this Declaration, the Board shall establish an estimated budget of the expenses to be incurred by the Association for the forthcoming year in performing its duties. Based upon such budget, the Association shall then assess each Lot an annual fee (the "Maintenance Assessment") which shall be paid by each Owner each October annually, unless the Board determines a different schedule. The Association shall notify each Owner of the Maintenance Assessment for the ensuing year by September 15th, but failure to give such notice shall not relieve any Owner from its obligation to pay Maintenance Assessments. Any Maintenance Assessment not paid within thirty (30) days of the date due shall be delinquent and shall thereafter bear interest as provided in Section 6.5(f). As to any partial year, Maintenance Assessments on any Lot shall be appropriately prorated.
- (b) Limits on Maintenance Assessments. The Board shall establish the Maintenance Assessment annually, pursuant to the bylaws, to meet the anticipated needs of the appropriate budget, but the Maintenance Assessment may not be increased in any year by an amount in excess of five percent (5%) above the previous year's Maintenance Assessment, unless such increase is approved by a majority vote of those members of the Association present at a meeting, in person or by proxy, where a quorum, as defined in the Association's bylaws, exists. The budget will include sufficient funds to cover the cost described in Section 6.1.
- (c) Uniform Assessments. Maintenance Assessments for all Lots shall be uniform, except for Lots on-Maplecrest and Trier where snow removal expenses are reduced.
- Section 6.4 Special Assessments. The Association may impose special assessments ("Special Assessments") to make capital improvements to the Common Area, to satisfy its indemnity obligations under the articles or bylaws, or for other similar purposes. Any Special Assessment proposed by the Association must be approved by a majority vote of those members of the Association present at a meeting, in person or by proxy, at which a quorum, as defined in the Association's bylaws exists. At least fifteen (15) days prior to any meeting of the Association called to consider any Special Assessment, the Board shall notify each Owner thereof by written notice specifying the total amount of the Special Assessment required, the amount thereof imposed on each Lot (which shall be uniform), the purpose for such Special Assessment, and the time and method of payment thereof. The time for paying any Special Assessment (which may be in installments) shall be as specified in the approved proposal for the Special Assessment.

## Section 6.5 Liability for and Enforcement of Assessments.

- (a) Personal Liability. Each Owner shall be personally liable for all Assessments imposed during the time it is the record Owner of a Lot.
- (b) Reservation, Subordination, and Enforcement of Assessment Lien. The Association hereby reserves for the benefit of itself and the Association, a lien (the "Assessment Lien") against each Lot to secure payment of (1) the Assessments imposed hereunder and (2) payment of any amounts expended by the Association or the Association in performing a defaulting Owner's obligations as provided for in Section 4.3. Each Owner, by accepting conveyance of a Lot, shall be deemed to have agreed to pay the Assessments provided for and to the reservation of the Assessment Lien. The Assessment Lien shall be subordinate to the liens of any valid first lien mortgage or deed of trust encumbering a particular Lot. No sale or transfer shall relieve such Lot from Liability and the Assessment Lien for any Assessments thereafter becoming due.
- (c) Notices of Delinquency or Payment. The Association, the Association's attorney or the Association may file notice of any delinquency in payment of any Assessment in the Records of Allen County, Indiana. Upon the timely curing of any

default for which a notice was recorded by the Association, the Association through its attorney is hereby authorized to file of record a release of such notice upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed the actual cost of preparing and filing a release. Upon request of any Owner, any title company on behalf of such Owner or any Owner's mortgagee, the Board through its agents may also issue certificates evidencing the status of payments of Assessments as to any particular Lot (i.e., whether they are current or delinquent and if delinquent, the amount owed). The Association or its Managing Agent may impose a reasonable fee for furnishing such certificates or statements.

- (d) Suit to Recover. The Association may file suit to recover any unpaid Assessment and, in addition to collecting such Assessment and interest thereon, may also recover all expenses reasonably expended in enforcing such obligation, including reasonable attorneys' fees and court costs.
- calendar days from and after the due date established by the Board, a late charge shall be assessed against the non-paying Owner for each month or any part thereof, that any portion of any Assessment remains unpaid. Should any Assessment be payable in installments, the Association is authorized to accelerate the entire Assessment and demand immediate payment thereof. The late charge shall be in the amount of Ten Dollars (\$10.00) per month. The Association's Managing Agent shall be entitled to charge an Owner a monthly collection fee to compensate Managing Agent for its administrative costs and efforts to collect and process the late payment of Assessments. A service charge in the amount of Twenty Dollars (\$20.00) shall be charged for each check that is returned because of insufficient funds or any other reason. The amount of late charges and service charges may be adjusted, from time to time, by the Board consistent with any changes in the administrative costs to collect unpaid Assessments or the Association's bank charges. All late charges, collection fees, service charges and attorneys' fees assessed or incurred due to late payment of Assessments shall be charged to an Owner's Assessment account which shall be part of the delinquent Assessment and shall be payable and secured in the same manner as herein provided with regard to Assessments.
- (f) Interest on Past Due Amounts. All Assessments past due more than thirty (30) days, unpaid fines and other amounts owed to the Association by any Owner which are not paid when due shall bear interest from the date due until paid at the rate of ten percent (10%) per annum, but not in excess of the maximum rate allowed by applicable law.
- (g) Suspension of Right to Use Common Area. In addition to the other powers herein granted, the Board may suspend the right of Owner to use any of the Common Area during the time that such Owner is delinquent in paying any Assessment.
- (h) Suspension of Voting Rights. No Owner who is delinquent in paying its Assessments shall have the right to vote as a member of the Association while such delinquency continues; an Owner may cure a delinquency at a meeting to regain the right to vote by paying all outstanding amounts (including interest, fines, and penalties) by cashier's or certified check or other good funds acceptable to the Board.

# Article 7 COMMON AREA

- Section 7.1 **Right to Use Common Areas**. Each Owner, the members of that Owner's immediate family, and the Owner's guests (provided guests are accompanied by an Owner) shall have the right to use the Common Area for its intended purposes as herein provided. The Association and the Association shall have the right to enter on and use the Common Areas at all times to exercise their rights or (in the case of the Association) perform its duties hereunder.
- Section 7.2 **Specific Facilities.** Specific facilities, if any, to be located in the Common Area shall be determined by the Association. The Association and the Board may promulgate reasonable rules and regulations for use of these facilities.
- Section 7.3 **Maintenance of Common Areas.** The Association shall be solely responsible for all maintenance, repair, replacement, and improvement of the Common Areas, utilizing the Assessments for such purposes as herein provided.
- Section 7.4 **Risk of Loss Use of Common Areas.** EACH OWNER SHALL BE INDIVIDUALLY RESPONSIBLE AND ASSUME ALL RISK OF LOSS ASSOCIATED WITH ITS USE OF THE COMMON AREA AND USE BY ITS FAMILY MEMBERS AND GUESTS. NEITHER THE ASSOCIATION NOR THE ACC SHALL HAVE ANY LIABILITY TO ANY OWNER OR THEIR FAMILY MEMBERS OR GUESTS, OR TO ANY OTHER PERSON, ARISING OUT OF OR IN CONNECTION WITH THE USE, IN ANY MANNER WHATSOEVER, OF THE COMMON AREA OR ANY IMPROVEMENTS COMPRISING A PART THEREOF FROM TIME TO TIME.

# Article 8 SPECIFIC RIGHTS OF THE ASSOCIATION

- Section 8.1 **Rights to Annex.** The Association may annex additional property to become a portion of the Property and thereafter be subject to the terms, provisions and conditions of these Covenants. Any such annexation by the Association may require the prior approval of HUD or VA. The Association may exercise such right by recording a supplement to this Declaration in the Records of Allen County, Indiana subjecting such additional property to the terms and conditions hereof. No further action or approval shall be required or necessary for the Association to annex additional properties into the Property for the purpose of subjecting it to the Covenants. Any document subjecting additional property to this Declaration may also impose additional restrictions not found in this Declaration upon such additional property. Upon the annexation and platting of any additional property as herein provided, each Lot described therein shall become a "Lot" for all purposes hereunder.
- Section 8.2 **No Duty to Annex.** Nothing herein contained shall establish any duty or obligation on the part of the Association or any member to annex any property to this Declaration and no owner of the property excluded from this Declaration shall have any right to have such property annexed thereto.
- Section 8.3 Specific Association Rights to Amend Declaration. The Association, without joinder of the Board or the other Owners may amend this Declaration to correct any errors or to cause this Declaration to be in compliance with any City or other governmental requirement (including any requirements imposed by the Federal Housing Administration, the Veterans Administration, the Department of Housing and Urban Affairs, the Federal Home Loan Mortgage Corporation, or the Government National Mortgage Association).
- Section 8.4 **Assignment of the Association Rights.** The Association may assign its rights to a successor Association hereunder by execution of a written document, recorded in the Records of Allen County, Indiana specifically stating that the Association has assigned its rights as such to a designated assignee and declaring such assignee to be the new "Association" under this Declaration.
- Section 8.5 **Limitation of the Association's Liability.** The Association shall not be responsible or liable for any deficit in the Association's funds. The Association may, but is under no obligation to, subsidize any liabilities incurred by the Association, and the Association may, but is not obligated to, lend funds to the Association to enable it to defray its expenses, provided the terms of such loans are on reasonable market conditions at the time.
- Section 8.6 **Termination of the Association's Responsibilities**. In consideration of the Association's deficit funding of the Association, if any, upon the occurrence of an assignment of the Association's rights hereunder pursuant to Section 8.4, then and in such event the Association shall be fully released, relieved and forever discharged from any further duty or obligation to the Association or any of its members as the Association by reason of the terms and conditions, including any amendments or supplements, to this Declaration.

# Article 9 MISCELLANEOUS PROVISIONS

- Section 9.1 **Term and Renewal.** These Covenants shall commence on the date hereof and shall continue in effect for a period of twenty-five (25) years. Thereafter these Covenants shall automatically renew for subsequent periods of ten (10) years unless sixty percent (60%) of a quorum of the Owners of the Lots elect to terminate, restate, or otherwise amend these Covenants by written instrument recorded in the Records of Allen County, Indiana. For purposes of amending these Covenants a quorum shall be 1/3 or 33% of the Lot Owners present at a special meeting called pursuant to the bylaws.
- Section 9.2 **Enforcement.** The terms, provisions and conditions of this Declaration and the Design Guidelines shall be enforceable by the Association, the ACC, and each Owner. The Board shall have the power and authority to impose reasonable fines (which shall not exceed \$500.00 for each separate violation) for violation of this Declaration, the Design Guidelines or any rule or regulation of the Association, which shall constitute a lien upon the Lot of the violating Owner as provided in this Declaration, and to suspend the Owner's right to vote or any Person's right to use of the Common Area. Each day the violation continues to exist shall constitute a separate violation. If any occupant, guest, or invitee of a Lot violates this Declaration, the Design Guidelines or a rule or regulation of the Association and a fine is imposed, the fine shall first be assessed against such occupant, guest, or invitee; provided, however, if such occupant, guest, or invitee does not pay the fine within thirty (30) days after written demand for payment from the Association, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of this Declaration, the Design Guidelines or any rule or regulation of the Association shall not operate as a waiver of the right of the Board to do so thereafter.

## Section 9.3 General Easement for Encroachments, Access, Maintenance and

Utilities. Each Owner grants to the Association, or its duly authorized representative and the other Owners a general easement for the maintenance of any minor encroachments of Common

Area facilities over adjoining Lots and for access to and from each Owner's Lot through driveways, rights of way and easements as reflected on the Plat for the purpose of giving effect to the provisions of these Covenants.

- Section 9.4 **County Provisions.** All construction within the Property shall also comply with all applicable County ordinances and regulations. If any ordinance or regulation imposed by the County imposes more demanding, extensive or restrictive requirements than those set forth in this Declaration, such requirements shall govern. No ordinance or regulations adopted by the County shall lessen the requirements set forth in these Covenants.
- Section 9.5 **Notices.** Any notice required to be given to any Owner under the terms of this Declaration shall be deemed to have been properly delivered when deposited with the United States Postal Service, postage prepaid, properly addressed to the addressee. Each Lot Owner's address for purpose of notice hereunder shall be deemed to be the Residence located on its Lot.
- Section 9.6 Indemnification. Neither the Association, including any of its officers, directors, employees or agents, nor any officer, director or agent of the Association, nor any member of the ACC shall be liable to any person, Owner or any person claiming by or through any Owner or otherwise for any act or omission in the performance of the duties of such Association or officer, director or agent of the Association, or member of the ACC except only if such act or omission should be judicially declared to constitute fraud or intentional willful misconduct. The Association shall and does hereby agree to indemnify the Association, including any of its officers, directors, agents or employees, the officers, directors and agents of the Association, and the members of the ACC against all claims, demands, actions and proceedings and all expenses in connection therewith arising from the good faith exercise of their duties pursuant to this Declaration.
- Section 9.7 Severability. If any of the terms hereof shall be invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of these Covenants, which shall be in full force and effect.
- Section 9.8 Acceptance by Owners of Rights and Obligations. By the recording of a deed or other conveyance transferring all or part of an interest in a Lot subject to this Declaration, the person or entity to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all the provisions of this Declaration, the Design Guidelines, the articles and bylaws of the Association, including any rules or regulations adopted or promulgated by the Association, whether or not mention is made in said deed.

## Section 9.9 Arbitration of Disputes Involving the Association.

- ANY AND ALL DISPUTES ARISING HEREUNDER BETWEEN AN OWNER AND DECLARANT SHALL BE SUBMITTED TO BINDING ARBITRATION AND NOT TO A COURT FOR DETERMINATION, ARBITRATION SHALL COMMENCE AFTER WRITTEN NOTICE IS GIVEN FROM EITHER PARTY TO THE OTHER, SUCH ARBITRATION SHALL BE ACCOMPLISHED EXPEDITIOUSLY IN ALLEN COUNTY AND SHALL BE CONDUCTED IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE ARBITRATION SHALL BE CONDUCTED BY THREE (3) ARBITRATORS, ONE OF WHOM SHALL BE APPOINTED BY THE OWNER AND ONE OF WHOM SHALL BE APPOINTED BY THE ASSOCIATION. THE THIRD ARBITRATOR SHALL BE APPOINTED BY THE FIRST TWO ARBITRATORS. THE ARBITRATORS SHALL BE SELECTED FROM A LIST OF ARBITRATORS SUBMITTED BY THE AAA. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ARBITRATION SHALL NOT COMMENCE UNTIL THE PARTY REQUESTING IT HAS DEPOSITED ONE THOUSAND FIVE HUNDRED AND NO/100 U. S. DOLLARS (\$1,500.00) WITH THE ARBITRATORS AS A RETAINER FOR THE ARBITRATORS' FEES AND COSTS. THE PARTY REQUESTING ARBITRATION SHALL ADVANCE SUCH SUMS AS ARE REQUIRED FROM TIME TO TIME BY THE ARBITRATORS TO PAY THE ARBITRATORS' FEES AND COSTS, UNTIL THE PREVAILING PARTY IS DETERMINED OR THE PARTIES HAVE AGREED IN WRITING TO AN ALTERNATIVE ALLOCATION OF FEES AND COSTS. EACH PARTY SHALL PAY HIS/HER OWN LEGAL FEES AND COSTS AND ANY OTHER FEES INCURRED IN CONNECTION WITH AN ARBITRATION PROCEEDING WHICH ARISES OUT OF OR RELATES IN ANY WAY TO THIS DECLARATION PROVIDED, HOWEVER, THAT THE ARBITRATION PANEL SHALL AWARD THE ARBITRATORS' FEES AND COSTS TO THE PREVAILING PARTY IN ITSARBITRATION JUDGMENT.
- (b) Other Dispute Resolutions. Notwithstanding the Association's and Owner's intent to submit any controversy or claim arising out of or relating to this Declaration to arbitration, in the event that a court of competent jurisdiction shall determine or a relevant law shall provide that a particular dispute is not subject to the arbitration provisions in this Section, then the parties agree to the following provisions:

(1) Waiver of Trial by Jury. EACH OWNER ACKNOWLEDGES THAT THIS DECLARATION IS A SOPHISTICATED LEGAL DOCUMENT. ACCORDINGLY, JUSTICE WILL BE BEST SERVED IF ISSUES REGARDING THIS DECLARATION ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. EACH OWNER AGREES THAT ANY CLAIM, DEMAND, ACTION, OR CAUSE OR ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSSCLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS DECLARATION, ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY.

Adopted by the Association as of the date set forth above.

MAPLEWOOD COMMUNITY ASSOCIATION, INC.

An Indiana not-for-profit Corporation

Its: President

STATE OF INDIANA

COUNTY OF ALLEN

On this // day of April, 2012, before me, a Notary Public in and for said County, personally appeared PAUL E. CORDRAY, known to be the same person described in and who executed this Declaration and who acknowledged the same to be his/her free act and deed.

Witness my hand and Notarial Seal this day of April, 2012.

) SS:

My Commission expires:

12-31-2014

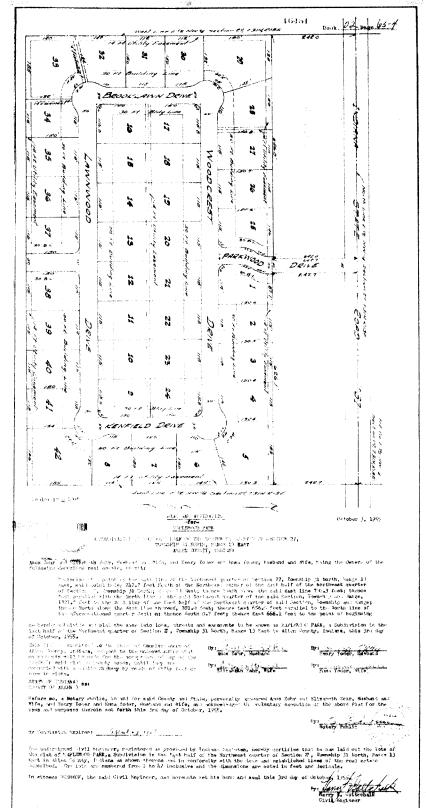
Notary Public

Prepared byand

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

(name printed, stamped or signed w/print)





Allen County Recorder Document #: 2012021578

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FOR TIFICH-

AND

APPLOVAL

PLAT

Rec. 235 Pc. 399-400

W. 142

P/Pro

PROTECTIVE RESTRICTIONS, COVENANTS AND LIMITATIONS BOOK 22 Dags 64

NAPLENCOD PARK

A SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHLP 31 NORTH, RANGE 13 EAST ALLEN COUNTY, INDIA MA

All lots in said addition shall be subject to and impressed with the covenants, agroements, essements, restrictions, limitations and charges hereinefter set forth; and they shall be considered a part of the conveyance of any lot in said Addition without being written therein. The provisions herein contained are for the sutual benefit and protection of the owners, present or future, of any land sail lots in said Addition; and they shall run with the land and shall inure to the benefit of and be enforceable by the owner, or owners, of any land or lots included in said Addition, their respective legal representatives, heirs, successors, grantees and satigms. The owner, or owners, present or future, of any land or lot included in said Addition shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and also damages for any injuries resulting from any violation thereof; but there shall be no right of reversion or forfeiture of title resulting from such violation.

- 1. Not more than one (1) single family dwelling house shall be erected on any one lot.
- 2. Only suitable and necessary outbuildings to be used in connection with a private residence may be built on any lot.
- 3. No temporary building of any kind, including house care, shall be erected or placed on said let.
- h. Said lots shall not be used for any trade, manufacturing or business of any kind.
- 5. No residence shall be arected on said property having an area on the foundation, exclusive of garage, of less than 960 square feet, if a two-story building, or 1300 square feet if a one-story building. No house shall be erected on any of the said lots without the plane first being submitted for approval to the original sellers, sees and Filzsbeth Zehr and/or Henry an Exca Moders. May objections to any plane shall be reasonable and the sellers shall not request any unreasonable construction to secure the approval of any said plane, it being the purpose of this provision to secure erection of desirable houses in said Subdivision to the extent that other houses erected thereon shall not become uncalable or their value decreased by the erection of unlessirable houses or outbuildings.
- Before any dwelling on said lote shall be occupied, it shall have a private well and shall have a private disposal system with a septic tank, and shall in all things meet the requirements of the State Board of Health.
- 7. All buildings placed on said lots shall be erected thereon in a substantial workmanlike manner.
- 8. No roll siding of any kind or description shall be used in the exterior construction of any dwelling on said lets and no roll roofing of any description or character shall be used on the roof of any building erected on any building lot.
- In addition to all building line restrictions, as set out in said Plat, no house or outbuilding shall be erected nearor any lot line than ten (10) feet.
- 10. No fonce shall be erected or amintained in the area contained between street lines and the frombuilding lines of any lots in said Subdivision.
- 11. All oil or fuel storage tanks shall be either underground or concealed within the main structure of the house, garage or sultable building, or screen, in the case of swifton fuel storage.
- 12. The restrictions and conditions contained herein shall be covenants running with the land and shall operate for the benefit of and may be enforced by the greater or the owner of any let in said tract and shall be binding upon the heirs, administrators, executors and assignees of the abovesigned.
- 13. Said restrictions shall remain in full force and effect until amended and shall be smended only by the consent and approval of the owners of not less than two-thirds (2/3) of the real estate first above described.

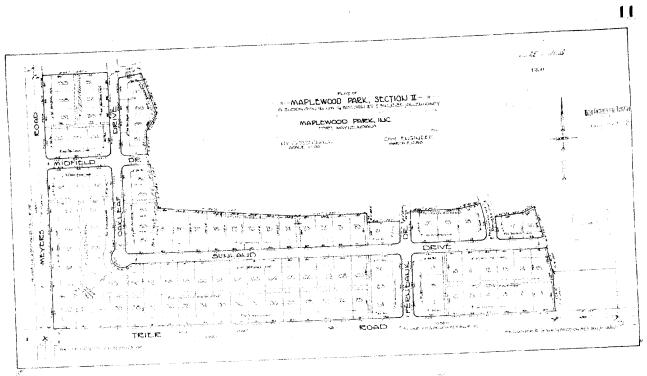
APPROVED: BOARD OF COMMISSIONERS

Denebry sum Shight

Attests
Additor, Allen County, Indiana

Sook





For Contition of Approval, See Misc. I seed 208.7. 251. 18192 For Madition Con of Apothic Trans, See Misc. Record Sin 79372. 183530.

May 11, 1959

25 12

PLAT OF

A SUBDIVISION IN THE MORTHWEST QUARTER OF SECTION 27, TURNSHIP 31 MORTH, RANGE 13 EAST ALLEN COUNTY, INDIANA

The undersigned, Maplewood Park, Inc., an Indiana Corporation, by D. J. Brandenbarger, its President, and Henry T. Yoder, its Vice President, being the Owners of the following described real estate, to wit:

Part of the Northwest quarter of Section 27, Township 31 North, Range 13 East in Allen County, Indians, described as follows, to wit: Regimning at the Southwest corner of the Northwest quarter of Section 27, Township 31 North, Range 13 East, said corner also being the point of intersection of the centerline of the Marger Road and the Trier Road, public thoroughfares in the aforementioned Section, Township and Range; thence North 0 degrees 35 minutes West along the West line of the aforementioned Northwest quarter to Section 27, Township 31 North, Range 13 East 1250.0 feet; thence East 390.0 feet; thence East 370.0 feet; thence East 390.0 feet; thence East 390.0 feet; thence South 21 degrees 59 minutes West 250.2 feet; thence South 26 degrees 53 minutes East 250.2 feet; thence South 85 degrees 30 minutes East 250.0 feet; thence South 85 degrees 18 minutes East 250.0 feet; thence South 15.0 feet; thence East 250.0 feet; thence South 15.0 feet; thence East 250.0 feet; thence South 15 degrees 59 minutes East 250.0 feet; thence North 61 degrees 59 minutes East 250.0 feet; thence North 61 degrees 59 minutes East 250.0 feet; thence North 61 degrees 50 minutes East 250.0 feet; thence North 61 degrees 50 minutes East 250.0 feet; thence North 61 degrees 50 minutes East 250.0 feet; thence North 61 degrees 50 minutes East 250.0 feet; thence North 61 degrees 50 minutes East 250.0 feet; thence North 61 degrees 50 minutes East 250.0 feet; thence North 61 degrees 50 minutes East 250.0 feet; thence North 61 degrees 50 minutes East 250.0 feet; thence North 61 degrees 50 minutes East 250.0 feet; thence North 61 degrees 50 minutes East 250.0 feet; thence North 61 degrees 50 minutes East 250.0 feet; thence North 61 degrees 50 minutes East 250.0 feet; thence North 61 degrees 50 minutes East 250.0 feet; thence North 61 degrees 50 minutes East 250.0 feet; thence North 61 degrees 50 minutes East 250.0 feet; thence North 61 degrees 50 minutes East 250.0 feet; thence North 61 degrees 50 minutes East 250.0 feet; thence East 250.0 feet; th

198.0 feet: thence South 9 degrees Al minutes Ea	so reev; thence South 225.0 feet to the South line of the
do hereby subdivide and plat the same into lots, streets and easin the Northwest Quarter of Section 27, Township 31 North, Range herewith, this day of May, 1959.	esents to be known as MAPLEWOUD PARK, SECTION II, a Subdivision 13 East, Allen County, Indiana, in accordance with the Plat
•	MAPLEWOOD PARK, INC.
	By: D. J. Brandenberger, its President
	Heary T. Toder, its vice President
STATE OF INDIANA ) SS.	<i>y</i> , <i>y</i>
Before se, a Motary Public in and for said County and State, pere by Dally Brangesbarger, its Fresident, and Henry T. Yoder, its Vi Plat harvested for the purposes and uses therein set forth, this	onally appeared Maplewood Park, Inc., an Indiana Corporation, ce Fresident, and asknowledged the voluntary execution of the day of May, 1959.
	Bert 1
My Commission Expires:	Notary Public
The undersigned Civil Engineer, registered as provided by Indiana the Flat of MAPLEWOOD PARK, SKUTION II, a Subdivision in the Herti Allen County, Indiana, as shown on the Plat herewith, and in confederation. The lots are numbered from 1 to 99, both includive. IN WITNESS WHEREOF, the said Civil Engineer has hereunte set his h	numity with the true and established lines of real estate the dimensions are noted in feet and decimals on the Piece
	Stany Lachman

MAPLE OF PARK, CHOCKER IS SOUTHER OF SECTION 21, TOWNS 13 SAFT, STATEMENT OF SECTION 27, TOWNS 13 SAFT, SAFT

- Fact on RECOGNIST May CONTROL to under supplied to residential purposes, No building shall be exceeded, allowed, but have no many lot other than one standed single-family decling not to exceed the and con-build purpose, or position to retain on any lot other than one standed single-family decling not to exceed the and con-build purpose, and the standed of the standed of the standed of the standard of the stan
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- 60. BY 1861 NO TIPM: As consistent chall as proceed or placed on any lot having a width of loca than 10 Det at the pistons beliefung actions kind, are obtained by calling be precised or placed on any lot having an area of loca than 10,200 search fort.
- 46. SUCCESS. Severate for the election and maintainer of mullities and declarge facilities are received as shown on the renerted that and over the text around each of each lot, or as soon on the plate.
- SCOURS: No mestical or officiated model by should be explicit units on the should be on any local an arrayants or mid-some to the unighneshoot.
- The restrict residence. To structure of a temperary character, twaller, basecont, tent, stock, markey, burn, or other outpricting state of the second relation of a residence, without temperarity or personality.
- 2.0. Sinks, to size of any kind shall be displayed to the public view on any lot servet one processional size of ast care. Many states foot, one states foot of the procession of the control of the states of the control of the process of the control of the co
- 4.0. CIL 30 CHRES OFFICEARS. To all ording all development operations, all refining, marging or sining operations of any date on the permitted upon or the period of permitted upon or the permitted upon or that the permitted upon or the
- 3.41. Livener am of the . As a trade, livestock, or coultry of any kind chall be rated, hard or back or say let, except t. t. 1999, cate or about branched print by on kept provided that they are not kept, back, or visitational for my research! 1 proposed.
- organs of BF 97 or d. So let shall be used or which fired as a compare ground for recitate. Scaling to be the work shall not be kept except in smilety containers. All institutes or other work satisfact for the storage or the coll of orbit containers and to decrease and the colling or the co
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- edge fil on little something to a substitute the substitute is a medicantial account on its more extended as
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- And the description of the average of the control of three (3) persons, the first formative byshers to be the attended the property integrals for the annual person of the Contribute was analysed a representative to for the inchessant of dead of rendermalization of any remove of the Contribute by the contribute preferred that the state authority to each note a successor better two accords of the description, for the contribute preferred the contribute two processes of the description of the contribute processes of the description of the contribute of the contrib
- Back 78000/30. Be desiltants spread or desintant is retained in these communities that he in writing, is to event specifies, or its designator representables, fully to apprece or designator estates 30 days after plant and specification in or care substitute to it, or in any event, if no entity to onjust its observation has not construct on his substitute to the completion thereof, represent will not no required only the desired to have been cultivated by the desired of the desired to have been cultivated by the desired of the desired to have been cultivated by the desired of the desired to have been cultivated.

## PART TO - GRADULT ROUGHLES

- cal. 788%. Beer documents are to run with the last and chall be states on all parties are all persons all time, union then for a period of treaty-five years free the date taxes commands are recorded, after which they are commands and be alteratively extended for machine periods of 10 years, whiles on transment signed by a majority of the team comments of the late term presents, agreeting to change as to coverage in which or In part.
- a., or you will, informment shall be by presentings at low or in emity agulest may person, or parsons, violating, or obtagating to violate, any envenues either for obtain wealthing to proceed damages.
- (c.), (1996-1117). Invitiation of may one of times convenies by palyment or court order shall in no wise affect may on the other providence, which shall result in full force and cliect.

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Land Miller and Comment		

# **EXHIBIT C** The Protective Restrictions, Covenants, Limitations and Easements for Maplewood Park, Section III, and the legal description of the land with which they run.

V. Forenewr See Doc 82.27154

40.01.5

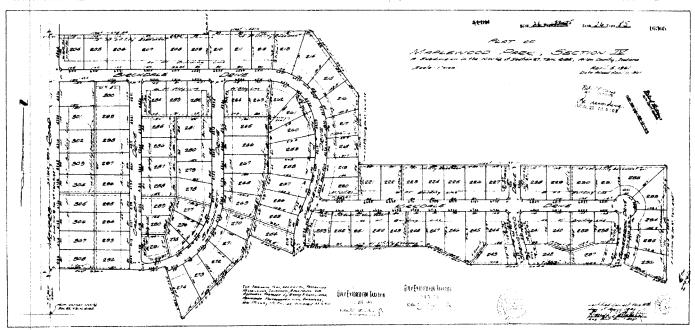
Proc. Africa Addition - Addition the control and, beath their femilianess through as in the beginning in this attention to the observation of the control and their states of the control and the control and their states of the control and the control and their states of the control and the control and the control and their states of the control and the control and their states of the control and t The second secon how thereby subdicted and glad for some (sine late, about and susceptible to be booms as thenbertone facts, freelies [17], a though 10 feet of the fact provided educates of Section 27, though 30 feeting flags, fings 23 feets, Alice Treaty, Tridians, its accomplish the best part provided by the section of the the section of the section \*\* And the state of the second Darformeren Jenore \*\*! \* 1800 NAL" tarke temporale " William to the state of the s STATE OF SHEEMA ) ME. Section to, a Sector Philip, to get for said Josep and State, supposed Narro Restore Levelscount Copys, as indian Corporation, by Jacks Statifys, the President, and Statis Scient, is Secretary, and extending the milastery searching of the Plat by-spikely for the purpose and used theretic set States, bills Act, day of highly 1949. FOR AMEND MEN ! SARAGE MATERIAL CONTROL DESCRIPTION OF SERVICE AND SER See Mish Rec. 215 200.53 163 Like 182 AND RETURN FREE. So has said for work enough fag read-entire beginners. An inflating shall be arrested,
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and ensemble attention in inflately only a resistence of end carry more the ceru. 1117 ment of contract process. We also be seen as we also become the first but the an wave of the beautiest for the but demands religious restrictions and the second of the processing plan. In our result, not had been particularly and the beautiful to the but demands religious religious to the processing plan. In our result, not the processing plan to the result of the processing plan to the processing plants are the best plan to the processing plants are the processing plants are the processing plants are the processing plants are the processing plants. FOR AMENIA See Mise. Rec. 218 445. Mil CPT old Model to several, shell be exceeded by pland or one interpretable principle visits or lateract content to the set the Son one building serves of the treatment or plant or one of the treatment of the content of the treatment of the content of the treatment of the content tion further to Surperity for invalidation in . Colleges of Station is indiago involution are preserved as some on the recorded galab bud does the case ensur first of each left, of on arona or the late. PGS. 2706 and with the continue of the contraction with the fact the neutral an even ago that the first will implain to with the contraction of the contract And the Control of th 27069 Applied to the property of (a) In the state of the second of the sec 2-11. STEPPOLE On COUNTY On Mail 19, Elemento or y state or any estat another rothers hard or each or only hard, resemble to one of the part roar is apply provided that they are not begin to provide the part roar is apply provided that they are not begin to provide an order only on more than any order only. "size of the bound about the control of the control of the control of the size of the control of the the control of the contro If your of not wellful doll is used to stone on conting modifier.

As the management of inflications is a receiver, and the management of the continues of the (c) is not religiously actioned another, or makes contenting should be ten at one of the principal improduction, each to more over their materials as any fault time to any of side least the which their contenting to any fault time or any design and their contenting time or contenting the principal and their contenting time or contenting their contenting time or contenting their contenting time. Increase, while all out on their change haves while to testable; under ground on prescales where the take sink tone of the deptiting Name, the besterned on although garages. - The control of t ... In Addition to the Addition occurs water assets assets and the top covered, as some in this glad, we believe moves, and provided to all helds: Mailly Journales, the projection of the land horizonta platfor, and tower more inferred to the control of the land horizontal platfor, and tower more inferred to the control of the land horizontal platfor, and the more inferred to the land horizontal platfor, and the more inferred to the land horizontal platform of the land of the land horizontal horizontal land horizontal horizo The admitted the series allies as empty districts have for some addition, to entire point have proceeded as the control of the #20. All read distances by cooker of contents, that craim on current cyber illustration in it, a mass will stock water to provide the destact moments. noth degrees forestpassed, button, to measure as processoring shall inside I all value convenient as noth lises we not. If they tage the death bases and that side of already this refer consections from a no base size become early be not destinated in the size of the si 4-69. To leave could be specified by managard all the same could not between street lines and the facility librar librar librar could not for the radio resident along. And the control of th where the control of 245 F - 2524 April 200 This is the previous and to paint the case of the Marian or of the rise of the content for the most of the parties of the part the the matter of the last has now returning detects to make this extension in the scind pays.

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# **EXHIBIT D** the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals for Maplewood Park, Section IV and the legal description of the land with which they run.

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## LIGAL DESCRIPTION OF MAPLEWOOD PARK, SECTION IV

Part of the Morthwest quarter of Sachlum 27, Township 12 Marth,
Range 13 East in Allem Guunty, State of Indiana, described as follows,
to with Beginning at a point on the West line of the Morthwest quarter
of Section 27, Township 31 Morth, Sange 13 East, said point being
situated 1250 feet britted 10 degrees 2 Sachles 27, Township 11 North,
Range 13 East, thence East 390.0 feet; thence Easterly on a curve to
the left of 325.0 feet britted to the Sachles 27, Township 11 North,
Range 13 East, thence East 390.0 feet; thence Easterly on a curve to
the left of 325.0 feet and the 100 feet; thence Easterly on a curve to
the left of 325.0 feet and 100.0 feet; thence Morth 27 degrees 23,
admits Sact 295,5 feet; thence South 13 degrees 13 and the
57 degrees 12 minute East 186.6 feet; thence Morth 57 degrees 28
similar sact 57.0 feet; thence South 51 degrees 22 minutes East 91.2
feet them East 555.1 feet; thence South 52 degrees 28 minutes East 57.0 feet; thence South 52 degrees 28 minutes East 57.0 feet; thence South 52 degrees 28 minutes East 57.0 feet; thence South 52 degrees 28 minutes East 57.0 feet; thence South 52 degrees 11 Morth 162 degrees 28
sinutes East 57.0 feet; thence South 52 degrees 10 minutes East 57.0 feet; thence South 52 degrees 11 Morth 162 degrees 28
inutes 28 degrees 29 minutes East 57.0 feet to a point on the East 11 me of the
aformanilored Morthwest quarter of Section 27, Township 11 Morth, Section 17, Township 11 Morth, Section 15 minutes East 57.0 feet 10 minutes Mest 10 degrees 15 minutes East 57.0 feet 10 minutes Mest 10 degrees 15 minutes East 57.0 feet 10 minutes Mest 10 degrees 15 minutes East 57.0 feet 10 minutes Mest 10 degrees 15 minutes East 57.0 feet 10 minutes Mest 10 degrees 15 minutes East 57.0 feet 10 minutes Mest 10 degrees 15 minutes East 57.0 feet 10 minutes Mest 10 degrees 15 minutes East 57.0 feet 10 minutes Mest 10 degrees 15 minutes East 57.0 feet 10 minutes Mest 10 degrees 15 minutes East 10 degrees 10 minutes 10 degrees 10 minutes 10 degrees 10 minutes 10 degrees 10 degre

Said above tract of land containing 37.72 acres of lami, more or less, and subject to grants, executes and rights of way over and surces the West 40.0 feet thereof for the Mayers Road.

## CERTIFICATE OF PROFESSIONAL CIVIL ENGINEER.

i, Harry K. Gottsohalk, hereby sertify that I am a Professional Civil Engineer, licensed in compliance with that laws of the Siere of Indiana, and the Siere of Indiana, and the Siere of Indiana, and I all the merkers shown thereon actually extet and that their location, size, type and material are accurately shown. Said lots are numbered from 20%, to 30% Inclusive.

BRY ENTERD FOR TAXABLE STATE AND STATE OF THE STATE OF TH .8 № 1 6 1961

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DEDICATION, PROTECTIVE RESTRICTIONS, CLYSMARTS, LIMITATIONS, SASEMENTS AND APPRIMADS APPRIMADS OF PROPERTY OF THE DEDICATION AND FLAT OF MAZILATOR OF PLAT, SECTION IV, A SUSPENIED IN IN THE MOSTRIGATED GRATER OF SECTION AT

NORTHEASTERN DEVILOPMENT GORP, an indians Corporation, by Chris Stauffer, its President, and Treents Yoden, its Successry, hereby declares that it is to Great the real state shows and described in this Pitz and does hereby lay off, plat and subdivide said real state in secondance with the information shown on the final plat, being the certified plat supended hereto and incorporated herein. This subdivision shall be known and designated as MAPLENDO PARKS, SECTION VV, a subdivision in the Northeesk quarter of Sachion 27, Township 31 North, Range 13 Sact, Allen County, Indiana.

The lote are numbered from 20; to 308, both inclusive, and all disensions are shown in fest and desimals of a foot on the Flat. All streets and esseanch specifically shown or described are hereby expressly dedicated to public use for their usual and intended purpose.

## PART "A" - RESIDENTIAL AHEA COVENANTS

- A-1, LAND USE AND EULDING TIFE. Ho lot shall be used except for residential purposes. No building shall be exceted, altered, placed or paretited to result on any lot other than one detached angle-featily idealing not to exceed two stories in height. Each house shall include a garage, which shall be built as part of said structure each attached thereto.
- ARCHITETURAL COMPROL. So building shall be erested, placed, or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with sairing structures, and as to location with respect to topography and state of the committee of the committee of the control of the committee of the c
- As-3, Deputing SIZE AND QUALITY. No dealting shall be built on any lot having a ground floor area of the middens structure, exclusive of one-story open porchise presents of the state. At like square feet for a dealting of a contract of the state of the
- A-0, NULLDING LOCATION. So building shall be located on any lot nearer to the front lot line or nearer to the affectivest line than the minimum building setback lines shown on the recorded place to the state of lot line, or nearer than 70 feet to any affective line. No building shall be located mearer than 70 feet to any affective line. No building shall be located mearer than 72 feet on an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.
- A=5. LOT AGAS AND MIDTH. No dwelling shall be smeated or placed on any lot having a width of less than 70 feet at the minimum building satback. line, nor usell any dwelling is exected or placed on any lot having an area of less than 9,000 square feet.
- A-6. RESPRENTS. Expenence for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven feet of each lot, or an shown on the plat.
- A-7. NJIMANIE. No most one or offensive activity shall be carried on upon any lot, nor shall enything be done thereon which may be or may become an annagence or muleamose to the neighborhood.

  DELYEMIERO FOR TAKATON

RABURE STURMENT OF

- A-8. IMPORARY STRUCTURES. No abrusture of a temporary character, trailer, because, tent, shark, garage, barm, or other outhilding shall be used on any lot at any time as a residence, either temporarily or parearently.
- A-9, SIGMS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one equate first, one sign of not more than five super feet, along user from the first property for size or rest, we sign used by a cuitlet to aftertiae the property during the construction and sales period.
- A-10,011 AND MINISH OFENATIONS. No oil dwilling, out development operations, oil refining, quarrying or shoing operations of any kind shall be permitted upon or in any lot. No derrick or other attricture designed for the use in boring for oil or natural gas shall be erroted, maintained or poraticed upon on lot.
- A-11, LIMSTORK AND POULTHY. No animals, livestock or poultry of any kind shall be reised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, head or sainteined for any commercial purpose.
- A-12. GARRAGE AND REPUSE DISPOSAL. No lot shall be used or maintained an a duspting ground for rubbids. Tresh, garbage or blur maste shall not be super scoops in sanitary combainers. All tenierators on other equipment for the storage or disposal of such material shall be kept in a clear and smillary comblished.
- an a clear and senitary condition.

  A-13, SIGST DISTANCE AT INTERSECTIONS. No fence, wall, hedge on shrub Distance and the property of the state of
- A-1), All buildings shall be constructed in a substantial and wormsenlike manner and on new materials. No roll siding, sebestos simple siding, or siding containing asphall or ter as one of its principal ingredion; shall be used in the exterior construction of any bealiding on any lots of said subdivision, and no roll rowling for any description or character shall be used on the roof of any dealing house or attacked grange on any of said lots. All oblances used to said or sandown constructions.
- A-15. DRIVES. All driveways from the street to garage shall be of poured concrete and not less than 10 feet in width.
- A=16. All oil or fuel storage tanks shall be installed under ground or concealed within the main structure of the dwelling house, its base-ment or attached garage.
- a-17. Ho individual water supply system, or individual sewage system shall be installed, maintained or used on any lots in this subdivision.
- A-18. In addition to the utility easements hereindesignated, essements in the streets, as shown on this plat, are hereby reserved and granted to all Public Utility Compenies, the Proprietors of the land herein platted, and their respective encessours and easigns, to install, have ready construct, ready operate, requir, replace, maintain and reserve all and every type of get main, weier can in and seeer main (Sanltery and/or Storm) with all necessary appliances, not)etc, severialess, to all researches requirements of any governmental topic and the state of the several security of the security of the

- A-19. The utility operating the sever lines and sewage disposal plant for said Subdivision, or assigns, shall have jurisdiction over the installation of all sever connections and the same shall be installed to the front property line of each lot by the developer. All natorials the same of the same shall be installed to the same shall be installed to the same shall be same shall be said to the same shall be said to the same shall be said to the said the same shall be said to the said these said the said installation shall be left for imagestion by the developer or agent.
- A-20. No rain and storm water run off or such things as roof nater, street paresent and surface matter caused by natural precipitation shall at any time be discharged into or permitted to fine into the Santarry Seeage System, which shall be a separate sever system from the Storm States. Ho sentary severe shall be a separate sever system. From the Storm States. Ho sentary sewage shall be a separate sever system. Ho sentary sewage shall be severed to fine into the shows exercised to storm water and juriance from Off Seear System.
- A-21. North Eastern Development Corp., its assigns or successors, shall install all seter connections to asin lines and shall acted the same to outh brees on either side of the street. All Mater connections from ourb boxes to house shall be of 3/5, inch type "g" copper.
- A-22. No fence shall be erected or maintained in the area contained between street lines and the front building lines of any lot in the said subdivision.

## FAST "B" - ARCHITECTURAL CONTROL COMMITTEE

- FAGT. IN ACCRIFFCENTIAL GOVERO, COMPLYING

  2-1. MINIMEMIFY. The Architectural Control Committee is composed of three [3] persons, the first Committee Members to be their searfest, Trennis Yoder and Henry Miller. A majority of the Committee, the architect and designate is controlled the remaining members and liber for the Committee, the remaining members and liber for the Committee, the remaining members and liber formation or any members designate a successor. Melither the members of the Committee, and the controlled the committee of the Comm
- PROCEDURE. The committee's approval, or disapproval, as required in these coverants, shall be in writing. In the event the Committee, or tig disapproval process and appointment of the second of the committee, or tig disapprover or disapprove or the committee of the committee of

## PART "C" - GENERAL PROVISIONS

Onl. TFPM. The Prairietine and corements herein contained shell fun with the land and be affective for a partie of fifty (50) years, unless, prior to the expiration of fifty (50) years, said restrictions and covenants are altered or maked by the said restrictions and said addition at the time. The later that the said addition at the time the alteraction of fifty of the said addition at the time restrictions and covenants are made. The term "Coveras" shall be the parent, firm, or overpared in the hose mean the fee simple till appears of record in the Office of the Secorder of Allen Jounty, Indiana.

- C-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person, or persons, violating, or attempting to violate, any coverant either to restrain violatin or to recover damages,
- SEVERASILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall resain in full force and effect.
- FRONTERION. Sefure any house or building on any lob or tract in this subdivision shall be used and compled as a dwelling or as otherwise provided in the mubblysion restrictions though the developer or any subsequent owner of said lot or tract shall install all improvements serving said lot or tract se provided in said plans and specifications for this addition filed with the Board of County Commitschusers. This coverant shall not set that he land be emforceable by the County of Allen, indiena, or by any aggrised lot owner in the subdivision.
- ambifyision.

  SENIMINOUS. For the purpose of this plat and the commants appended DRAFMED. The word look any mean either any of said lobs as plathed on any tracts or tracts of land as conveyed originally or by subsequent owners which may constant of one or more lors or parts of one or more lots are platted upon which a residence was be executed in accordance with the restrictions hereinshove est out or such further restrictions as any be injected by any spelloshle zoning orthogone, PROVIDED, RANKER, no tract of land constanting of path of any one lot or parts of more than one lot stail by sometimes of the loss will be added the constanting of path of any one lot or parts of more than one lot stail by sometimes as lots unless and the dead of the constanting of path of any one lot or parts of more than one lots stail by sometimes as lots unless said that of the stail who shall be dead that of the stail who shall be sometimes.

IN WITHERS WHEREX; North Sestern Development Corp., an Indianal reportation, by Thris Steaffer, its Freedisant, and Treomis Yoder, its Scoretary, Cause of the real service learnibed in self list, has been because out to kave and seed by its duly authorized officers, this [th day of april, 1961.

HOPER CASTERS DEVELOPMENT JUST.

341 Contraction (18 prostate) Py: Hearing Tolet Its Secretary

STATE OF INDIARA | 38:

Before me, a Mohery Public, in and for said County and State, personally appeared North Earthern Development Gorpe, an Indiana Composition, by Thris Stauffer, the Treatledt, and Treatment Foder, it as Garcatary, and assume the same target of the county of the Plat herself for the purposes and wishinged for columnary execution of the Plat herself for the purposes and wishing the target of April, 200 of April, 200 of the purposes and the County of the Plat herself for the purposes and the County of the Plat herself for the purposes and the County of April, 200 of April, 2

By There my Philips My Social enton Skylven Jan 3:1945



APPROVED:

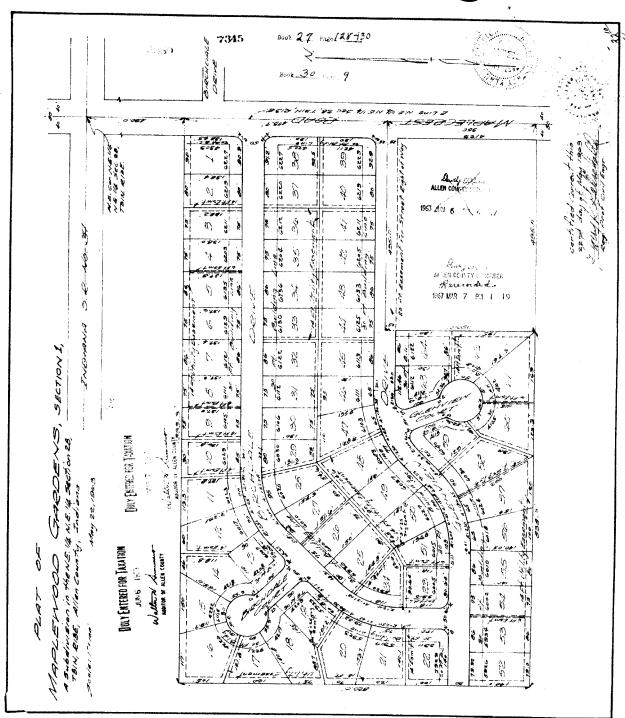
BOARD OF COMMISSIONERS Allen County, Indiana COUNTY PLAN COMMISSION Allen County, Indiana

Mater 1860 South South Ale Ratestonan

land Walley from Jometh

Primigoing plat, dedication, protective restrictions, covenants, easements approvals prepared by Herry K. Gottschalk, Registered Professional Civil neer, and Hisbey M. Killer, Attorney at Lew.

# **EXHIBIT E** The Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals for Maplewood Gardens, Section I, and the legal description of the land with which they run.



## Book 27 Page 129

LEGAL DESCRIPTION OF MATERIOCO CARDENS.

A SUBDIVISION IN THE N.E. 1/L OF THE

Fart of the Mortheast quarter of the hortheast quarter of Section 25, Township 31 Morth, Range 32 Rest in Allen County, Indiana, described as follows, to with Segiming (state of the Section 25, Township 31 Morth, Range 32 Rest in Allen County, Indiana, described as follows, to with Segiming (state of the Northeast Section 25, Normalia, 31 Morth, Ennes 13 Barty said public at a point of the Northeast County of Section 25, Normalia, 31 Morth, Ennes 13 Barty said public and the Section 25, Normalia and Range throse could be section 25, Township 31 Morth, Ennes 15, North, Ennes 15,

## CENTIFICATE OF PROPESSIONAL CIVIL MIGHER

3, Marry E. Gottodealk, hereby cartify that I as a Professional Civil Engineer, Linnased in compliance with the Laws or the State of Decision, and that this Filst correctly represents a survey completed by see May 29, 1853; that all the markets shown theseen entabliky exits and that their incestion, size; type and material are shown theseen entablish exits and that their incestion, size; type and material are shown these manufactures of the State of the St



BULY ENTENED FOR TAXATION

Jan 1969

in Anna And William Ro dwelling small be erected on placed on any lot haring a winth of less than 70 feet at the mani-sum tout haring a winth of less than 70 feet at the mani-sum tout the same and the property of the same of particular or particular any lot beying an area of less than 9,500 course feet.

- A-b. NAMERIES, resements for the installation and maintenance of utilities and criticage facilities are reserved over the rear saven (7) feet of each lot and/or as shown on the plat.
- A-7. NULLARCE. No modifies or offensive activity shall be corried on upon any lot, nor shall anything be some thereon which may be of may become an annoyance or nulsance to the national content of the content of the
- 1-8. Isopeany STROTERS. He atmosters of a temporary character, trailer, baselens, tent, stroky darage, barn, or other outbuilding all tensied on any lot at any time as a resolution of the temporarily or personantly.
- Sides. We sign of say kind shall be displayed to the public view on any lot except one presented sign of nor more that one square for the property for sale errent, or signs expect, advantage to property for sale errent, or signs used by a builder to avertise the property during the construction and swiss period.
- A-10. GIL AND KHETHO OPERATURE. No set dr.ling, oil develop-ment operations, oil retroing, guarrying of miles operations of any kine shall se permitted and the try lot. No derrick or other structure shallow the use in boring for oil or natural sea shall be stacted, maintained or permitted upon, any lets.
- A-11. LTY STOCK AND POSITEY. So shimle, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that logs, alts or other household peak may be kept propried that they are not kept, bred or maintained for any commercial purpose.
- A-12. DARRAGO AND REPUS DISTURBLE. No lot small be used or main-taked as a simpling ground for publish. Trash, parbage or other wasts shall not the except in anothery conditors, All inclinators to the southeast for the storage or disposed of such material shall be kept in a clean audi-icantizary condition.
- A.15. SIDE DISTANCE AT INTERCACTORS. No fence, well hedge or shrut planting, which obstructs sight line at elevations between 2 and 6 feet above rootingly, shall be placed or permitted to random on any corner lot within the triangular

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SEPERATION, PROTECTIVE RESTRICTIONS, COVERANTO, LIMITATIONS LEGISLATION LED APPROVALS APPRISED TO AS A FACT OF HIS EQUILATION AND FACT OF EXPLANCED SHAMBLES, SECTION AND CONTROL THE SECTION AND THE CONTRACT CLASTER OF THE NORTHEAST CLASTER COUNTY, INDIANA SHIP IN SECTION AS A TOWN-SHIP IN SECTION AS A T

coars sastest nevertors tooks, an indiana corporation, by Christatifer, its Fresident, and Joseph L. Zenr, the Nice Fresident, bereby declares that It is the Owner or the Nice seates shown and described in this late and described may off, plat and substant described in the state of the certifies the information about on the first state of the certifies plat appendent were of and incertainty plats. It is subdivision shall be known and designifies an AMPLACTO GARDERO, SETTION I, a substitution in the deptaces of warrer of the Rortheast churrer of certion 28, Township 31 North, Range 13 Dear, Allen County, Indiana.

The lots are numbered from 1 to 6s, both inclusive, and all disensions are shown in feet and decimals of a foot or the Plat-lieuristics are shown in feet and decimals of a foot or the Plat-lieuristics are shown in feet and decimals of a foot or the Plat-tereov expressly decicuted to public use for their usual und intended purpose.

- A-1. LARD COS AND METLATION TYPE. He lot shall be used except for residential purposes. No bullating shall be eracted, alternative to remain on any lot caher alternative test states to remain on any lot caher the states of the
- Anderson attended to the control of the control of
- hilding octoback line.

  A-1. Dwill his 2100. Ro building shall be built be indicated in 1.38 and 39 having a forum floor area upon the foundation, in 38 and 39 having a forum floor area upon the foundation, exclusive an articlery open porties, breakensy or garage, exclusive an 1120 square feet for a case-bory building, nor less than 800 square feet for a case-bory building, nor less than 800 square feet for a case-bory building, nor story, no building shall be built on any other lot in said addition having a proud floor area upon the fact of sectionize of one-etory open purchase also building, nor of less than 950 square feet for seelling of more than considering the section of the second floor thereof, no many of the second floor thereof, no many of the second infor thereof, no many of the second increased thereof, and such of the area of the particle for purposes of the second floor shall be located under the second floor shall be included for purposes of determining the "groups fleet area upon the formulation."

area formed by the street property lines and a line commenting them at points 25 feet from the intersection of the
atrest lines, or in the case of acquarded property corner,
from the intersection that the property times extended.
The same sintle-line intellection shall apply on any lot witch
to feet from the intellection of a street property line witch
to we for a divisory or alley present, in the shall be
the state of the same of the state of the shall be
the state of the same of the same of the shall be
the state of the same of the same of the shall be
the state of the same of the same of the shall be
to prevent opatriction of such sight lines.

- All buildings shall be constructed in a substantial and good sortunantike names and of new materials. No rell stding, asbestes stick stding, or significant containing asphalt or tar as read of the property of the standard standa
- below. All driveways from the street to the garage shall be poured comprete and not less than 10 feet in width.
- All oil or fuel storage tanks shall be installed under ground or concealed within the main structure of the shelling house, its hasement or attached garage.
- No individual mater supply system, or individual sewage disposal system shall be installed, unintained or used on any lots in this aumitivision.
- any lock in this imparvision.

  In addition to the utility emeasuris herein designated, essented in the streams, as shown on the line of the construction of the constr
- names and repair by solu access.

  The "livy operating the sawer lines and scence disposal plant for and fambivision, or assigns, shall have pridaticion over the installation of all sever conceptions and the same whall be installation to all sever conceptions and the same whall be installed in the interest of the same in continuing sever the developer. The developer of the same was in continuing sever lines are used in the installation in greater and the same and the same intitude in the same shall be of the same and in the installation. Specifications of the same installation is predicted. The same installation shall be left for impaction by the developer or agent.
- by the developer of agent.

  5.20. The early agent of things as roof water, by the developer of agent.

  6.20. The rain and storm water run off or such things as roof water, breat pavament and surface water caused by nutural precipitation shall at any time to discharged into Orbit the Silow into the Chantagery Sowage to get related to filow into the Chantagery Sowage to get related to the Silow into the Chantagery Sowage while and Surface water water and Surface and Off Sewer System.

## 201 27 mm /30

A-21. North Mestern Development Corp., its assigns or successors, shall install all water connections to main lines and shall extend the same to cumb boxes on either side of the street. All mater connections from sure boxes to house small be of 3/1 inch type "" copper, installed by Gener, Maring a 3/2 inch by -1/2 inch spallyanized pipe cipple of the street, by pieces for the studies invalidation of the street, suitably homested and installed. No maker will be furnished until such installation.

## PART "B" - ARCHITECTURAL CONTROL COMMITTEE

B-1. HisBbitSTP. The Architectural Control Committee is composed of three members, the first tomatities desirate to bet
theis Stauffer, freming icler and desept in dent. A majority
of the Committee and designate a representative to act for it.
In the event of duth or resignation of any member of the
Committee, the remaining members that the members of the Committee,
to designate a committee the members of the Committee,
and its designation of the Committee,
and its designation of the Committee,
the remaining the committee of the Committee,
and its designation for approach to the committee,
the committee of the committee of the committee,
the committee of the

PROCEDURE. The terminate personned pursuants to this coverant. PROCEDURE. The terminate and process or disapproval, as required by these coverants, shall be in writing. In the swent the Committee, or ties designated representatives, fails to approve or disapprove within 10 days after plans and specifications have been substituted to it or in any event, it no auit to enjoin the construction has been commenced price to the completion thereof approved to the completion thereof approved to the complete with

## PART #C# - GERERAL PROVISIONS

Cal. Tight. The restrictions and covernatus herein contained shall run with the land and be effective for a period of fafty (50) years, unless prior to the expiration of fifty (50) years, and restrictions and covernats are altered or assended by the converse of 50° of the lorn in said Addition at the time the alterations or assendence of restrictions and covernatus are said-factly in 100 2247, inch the said and covernatus are said-factly in 100 2247, inch the said the occlusion of assendence of restrictions of the said and occurrent of the said and occurrent of the said and of the Covernatus of Restrictions except A-3 shows.

The term "buners" shall be the porton, firm, or torporation in whose name the fee simple title appears of regord in the Office of the recover of Allen County, Indians.

p.r. mischingari. inforcement shall be by proceedings at law or in equity against any person, or persons, violating, or interest in the violate, any covernat either to restrain application or to recover damages.

10.32 Detrakabiliti. Invalidation of any one of shees covements by uniquent or court order shall in no wise affect any of the enter provisions, which shall remain in full force and affect.

10.1. PROFIBITIES. A force any bouse or building on any lot or tract is this subsidiaries shall be used and occupied as a decility of oc otherwise provided in the subsidiaries described as a decility of oc otherwise provided in the subsidiaries above, the developer or any subsequent owner

- 5 -

of said lot or treat shall install all improvements serving said lat or irrect as provided in said place and specifications for this Addition filed with the Board of Commissioners. The Covant shall run with the land and be enforceable by the Compty of Allen, Indians, or by any aggriswed lot owner in the open dibdividies.

in the equalities. For the purpose of this Plat and the Covenints appended thereto, the word "LUT" may mean either any of eath lots as platted or any tract of tracte of land can conveyed originally or by subsequent owners, which say consist of one of the contract of any one let or parts of sore than one lot of the contract of all of the contract of

IN WITTENS MURHER, North Eastern Development Corp., an Indiana corporation, by Chris Stanfer, the Freadent, and Joseph L. Schr, the Vice Freadent, Owner of the real estate described in sain Fist, has hereinto set its hand and sun ty its duly authorized officere this Jame day of Mag., 1960.

NORTE SASTREM USYNLOFICHT CORP. Dr Charles Shaulter Hig Freezewaye.

STATE OF CIDIANA : 59 COUNTY OF ALLIAN :

FOARD OF PUBLIC WORKS Fort Wayne, Indiana

Bubiley Namber
Berkeley Ward, Wanter

Serors me, a hotary public, in and for said dounty and State, personally appeared North Castern Development Corp. an Indian personal property is Sauffer, the Treatment, and Ioseph is Teknical Corp. and Ioseph is Teknica

ElizaWath Zaff, Notary Public

165.3 1967 (p) Commission Expires: Cototer 20, 1967

APPROVALS:

BOARD OF CONSTRUCTORS

John M. Sureman, Vice President

Sang B.

The foregoing Plat, Bedication, Protective Restrictions, Covenants, Casements and Approvals propaged by Burry K. Mottachalk, Registers, and Alone N. Miller, Attorney & Land

O

## AFFIDAVIT OF RECORDING COMPLIANCE

STATE OF INDIANA	)
	) SS:
COUNTY OF ALLEN	)

Affiant, Richard G. Uhrick (the "Affiant"), being duly sworn according to law, affirms that on the date of filing he is a director at large of Maplewood Community Association, Inc. (the "Association"), an Indiana corporation, with its principal office located at 6417 Birchdale Drive, Fort Wayne, Allen County, Indiana 46815, and that he makes this Affidavit of Recording Compliance for and on behalf of the Association, and that he has personal knowledge of the facts contained herein.

This document may be received by the Allen County Recorder pursuant to the exception provided for in Indiana Code § 36-2-11-16 (d)

The following procedures were used to obtain and verify the required signatures for the adoption of the Declaration of Amendment and Restatement of the [Dedication,] Protective Restrictions, Covenants, and Limitations, [and Easements,] [and Approvals] for Maplewood Park Sections I, II, III, IV, and Maplewood Gardens Section I (the "**Declaration**"), to which this Affidavit is attached, by the Board of Directors of the Association:

- 1. A copy of the Declaration and a ballot, with a self addressed envelope, postage pre-paid, was delivered to each property within the Association's limits;
- 2. After the Declaration and ballot had been sent to the members, two town hall meetings were held to provide a forum for questions, comments, and recommendations to be given by the members. Several Ballots were collected at the meetings from members in attendance. Affiant witnessed each signature of those in attendance at the meetings.
- 3. The ballot provided for the option to adopt or reject the Declaration by signing on the appropriate line indicating that the member was voting "YES" to adopt the declaration, or "NO" to reject the declaration.
- 4. The signed ballots returned to the attorney's office, via postage pre-paid envelope, adopting the Declaration were logged into the spreadsheet (the "Spreadsheet") attached as Exhibit A, indicating the Owner's address and the owner whose signature appeared on the ballot. The ballots submitted at the meetings were merged into the Spreadsheet;
- 5. The Association's directors did do minimal door-to-door canvassing to collect the number of ballots with a "YES" vote required to adopt the Declaration.
- 6. All signatures of the property owners who voted to adopt the Declaration were verified against the Allen County Indiana Public Access Tax Information confirming the signatures on the returned ballots matched the names of the registered property owners;

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- 7. Any discrepancies were followed up by a visit to verify ownership or counted as a NO vote if the signature could not be verified;
- 8. The Spreadsheet contains only the names and addresses of verified property owners who voted "YES" to adopt the Declaration.

The Affiant, a Notary Public in and for said County and State, states that each signed ballot, to the best of his knowledge, is the signature of the corresponding property owner, and that each property owner is over the age of 18, and by their signature acknowledged the adoption of the aforementioned Declaration of Amendment and Restatement of the [Dedication,] Protective Restrictions, Covenants, and Limitations, [and Easements,] [and Approvals] for Maplewood Park Sections I, II, III, IV, and Maplewood Gardens Section I, and who, having been duly sworn, under the penalties of perjury, states that the facts and matters therein set forth are true and correct, this \_\_\_\_\_\_ day of April, 2012.

Signature of Affiant / Richard G. Uhrick, Notary Public

Resident of Allen County

My Commission Expires:

12-31-2014

**This instrument prepared by:** Daniel J. Holden, Attorney at Law, Bobilya Law Group, 127 W. Berry Street, Suite 300, Fort Wayne, Indiana 46802, Telephone: (260) 969-0516, Attorney ID # 28983-02.

## **EXHIBIT A**

VERIFIED SIGNATURES OF PROPERTY OWNERS ADOPTING THE
DECLARATION OF AMENDMENT AND RESTATEMENT
OF THE [DEDICATION,] PROTECTIVE RESTRICTIONS, COVENANTS, AND LIMITATIONS, [AND EASEMENTS,] [AND APPROVALS] FOR MAPLEWOOD PARK SECTIONS I, II, III, IV AND
MAPLEWOOD GARDENS SECTION I
FOR THE MAPLEWOOD COMMUNITY ASSOCIATION, INC.,
ALLEN COUNTY, INDIANA

## Maplewood Park "Section I": Verified Signatures to adopt Amended Covenants

1.	4221	Brooklawn Dr.	Buxton, Claudia
2.	4233	Brooklawn Dr.	Shreve, James W & Alicia M
3.	4243	Brooklawn Dr.	Marshall, Thomas & Diana
4.	4220	Kensield Dr.	Cordray, Paul
5.	4222	Kenfield Dr.	Jennings, Rodrick & Pamela
6.	4224	Kenfield Dr.	Langston, Earl & Carmen
7.	6711	Lawnwood Dr.	Wells, Thelma
8.	6718	Lawnwood Dr.	Shellhaas, J.
9.	6719	Lawnwood Dr.	Gillie, Tammy
10.	6730	Lawnwood Dr.	Langston, Earl
11.	6740	Lawnwood Dr.	Horn, Wayne & Judith
12.	6743	Lawnwood Dr.	Fredricks, James & Luanne
13.	6805	Lawnwood Dr.	Reese, Jeffrey A
14.	6810	Lawnwood Dr.	Wilt, Rodney M. & K.
15.	6818	Lawnwood Dr.	Inge, Cleveland E. Sr.
16.	6829	Lawnwood Dr.	Becker, Michelle
17.	6841	Lawnwood Dr.	Scott, Donald B. & Ardola J.
18.	6844	Lawnwood Dr.	Kaufman, Curtis & Katrina
19.	6850	Lawnwood Dr.	Evans, Michael W. & Katrina
20.	6705	Woodcrest Dr.	Baresic, Deborah
21.	6717	Woodcrest Dr.	Scherer, Stanley W. & Debra K.
22.	6720	Woodcrest Dr.	Mundt, Richard L. & Mary L.
23.	6732	Woodcrest Dr.	Zerkle, Richard D. & Mary E.
24.	6806	Woodcrest Dr.	Rhoades, Ronald L.
25.	6821	Woodcrest Dr.	Braasch, Bryson
26.	6828	Woodcrest Dr.	Vaught, Daisy
27.	6845	Woodcrest Dr.	Byrd, Linda S. (Witham)
28.	6853	Woodcrest Dr.	Langin, Patrick C.

## Maplewood Park "Section II": Verified Signatures to adopt Amended Covenants

←1.	3814	Fernbank Dr.	Silkworth, Kenneth
2.	3820	Fernbank Dr.	Bradley, Forrest D.
3.	3831	Fernbank Dr.	Norton, Larry & Nancy
4.	3826	Maplecrest Rd.	Madden, Patrick J & Ann M
5.	3834	Maplecrest Rd.	Quaintance, Jackie R.
6.	3906	Maplecrest Rd.	Heidenreich, Stephanie E.
7.	4024	Maplecrest Rd.	Fisher, Lois J.
8.	6304	Midfield Dr.	Davis, George & Sara L.
9.	6305	Midfield Dr.	Bastian, David
10.	6314	Midfield Dr.	Ruprecht, Michael S. & Jennifer
11.	6324	Midfield Dr.	Firestine, Joseph & Melinda J.
12.	6406	Midfield Dr.	Scheyer, Patricia B.
13.	6407	Midfield Dr.	Bierbaum, John F. & Jeanette L.
14.	3901	Oakleaf Dr.	Stoffer, Cassandra
15.	3916	Oakleaf Dr.	Voltz, Juanita L.
16.	3923	Oakleaf Dr.	Coughlin, Brittney
17.	4010	Oakleaf Dr.	Selzer, Angela L. (Baldwin)
18.	4023	Oakleaf Dr.	Channell, Linda M.
1 <b>9</b> .	4031	Oakleaf Dr.	Taylor, Paul A. & Helen C.
20.	4034	Oakleaf Dr.	Voirol, Nicholas & Carlie
21.	4037	Oakleaf Dr.	Kinsey, Kevin
22.	3907	Springwood Dr.	Darmawan, B. & Lisa
23.	6406	Sunland Dr.	Devido, David & Denise
24.	6407	Sunland Dr.	Travis, B.F.
25.	6417	Sunland Dr.	Walker, Bruce & Melissa
26.	6418	Sunland Dr.	Haggenjos, Timothy J.
27.	6427	Sunland Dr.	Hess, Harold J. & Cherie L.
28.	6504	Sunland Dr.	Bollman, Michelle K.
29.	6510	Sunland Dr.	Ledbetter, Stephen & Linda
30.	6517	Sunland Dr.	Barnoske, Fred C. & Lisa A.
31.	6518	Sunland Dr.	Snyder, Terry
32.	6525	Sunland Dr.	Emery, Paul & B. Michelle
33.	6526	Sunland Dr.	Houser, George O.
34.	6603	Sunland Dr.	Zwierko, Thomas T.
35.	6604	Sunland Dr.	Follis, VaDonna Joy
36.	6612	Sunland Dr.	Miller, Clara L.
37.	6706	Sunland Dr.	Kallmyer, Diane & Don
38.	6711	Sunland Dr.	Carnahan, Adam
39.	6825	Sunland Dr.	Bradley, D. Helen
40.	6830	Sunland Dr.	Keller, LuAnn
41.	6927	Sunland Dr.	Voors, Maureen P. & Jones, Crystal A.
42.	6327	Trier Rd.	Jenkins, Sean
43.	6335	Trier Rd.	Heath, Wilma

44.	6409	Trier Rd.	Nitza, Thomas & Sarah
45.	6423	Trier Rd.	Myers, Karen L.
46.	6505	Trier Rd.	Ihrie, Shaun P. & Kristina
47.	6523	Trier Rd.	Welch, Donald R. & Faye
48.	6605	Trier Rd.	Patten, Lisa (Sample)
49.	6615	Trier Rd.	Nelson, Thomas S. & Audrey M.
50.	6621	Trier Rd.	Hoagland, Elsie

## Maplewood Park "Section III": Verified Signatures to adopt Amended Covenants

1.	3901	Beaverbrook Dr.	Seigel, Jack E Sr (POA)
2.	3902	Beaverbrook Dr.	Peoples, Darkeevin & Ashley
3.	3920	Beaverbrook Dr.	Pfeiffer Donald E & Betty L
4.	3930	Beaverbrook Dr.	Sataphong, Chanchai & Lynne
5.	3940	Beaverbrook Dr.	Wilsford, Ember
6.	3941	Beaverbrook Dr.	Bashore, Margarette J.
7.	4006	Beaverbrook Dr.	Jones, Carlos M
8.	4016	Beaverbrook Dr.	Werling, William L & Jill L
9.	4026	Beaverbrook Dr.	Watson, Ann
10.	4034	Beaverbrook Dr.	Daniel, Mary Virginia
11.	4101	Beaverbrook Dr.	Smith, Ryan & Jennifer
12.	6616	Clovercrest Dr.	Lehman, Betty J.
13.	6635	Clovercrest Dr.	Kissinger, David
14.	6636	Clovercrest Dr.	Butler, Keith & Anita
15.	6707	Clovercrest Dr.	Springer, Winston W.
16.	6721	Clovercrest Dr.	Burke, David M & Kelly
17.	3905	Fernbank Dr.	Chen, Jennie & Gavin
18.	4009	Fernbank Dr.	Cornell, Patricia
19.	4014	Fernbank Dr.	Burns, Richard & Kimberly
20.	4019	Fernbank Dr.	Schibley, Jacelyn S.
21.	4022	Fernbank Dr.	Eisberg, Barbara
22.	4029	Fernbank Dr.	Smith, Cynthia M.
23.	4030	Fernbank Dr.	Hickman, Lucille
24.	6421	Midfield Dr.	Hartman, Andrew
25.	6422	Midfield Dr.	Barrett, J. M. & Marie E.
26.	6429	Midfield Dr.	Judy, P. Michael & Deborah A.
27.	6430	Midfield Dr.	Wert, Beverly A.
28.	6436	Midfield Dr.	Cross, Jacob & Jamie
29.	6507	Midfield Dr.	Buckholz, Rachel M.
30.	6519	Midfield Dr.	Lott, Randale & Angel
31.	6526	Midfield Dr.	Henschen, Kenneth B.
32.	6529	Midfield Dr.	Spurling, Kyle
33.	6534	Midfield Dr.	Dollarhite, Lannie L.
34.	6611	Midfield Dr.	Dunno, Linda s.
35.	6612	Midfield Dr.	Werling, Betty
36.	6627	Midfield Dr.	Ream, Sally
37.	6630	Midfield Dr.	Sample, Michael A.
38.	6635	Midfield Dr.	Smith, Randy D.
39.	6638	Midfield Dr.	Ort, Joan R.
40.	3928	Springwood Dr.	Leary, James G. & Lorraine S.
41.	3935	Springwood Dr.	Calkins, Gregory P. & Katie Sue
42.	4004	Springwood Dr.	Ledbetter, George P.
43.	4020	Springwood Dr.	Main, Sharon L.

44.	4030	Springwood Dr.	Thomas, Floyd H. & Elouise Pearl
45.	4107	Springwood Dr.	Rich, Joseph S. & Maryanne J.
46.	4108	Springwood Dr.	Converset, Joseph P. & Linda S.
47.	4115	Springwood Dr.	Mitchell, Dolores M.
48.	4116	Springwood Dr.	App, Steve & Lousie.
49.	4015	Wedgewood Dr.	Weiss, Gary & Geraldine O.
50.	4029	Wedgewood Dr.	Gilleo, Eugena
51.	4032	Wedgewood Dr.	Woodmansee, Harlan
52.	4037	Wedgewood Dr.	Bassett, Gloria
53.	4040	Wedgewood Dr.	Diss, Edward L. & Sandra J.
54.	4103	Wedgewood Dr.	Grigar, Patricia L.
55.	4110	Wedgewood Dr.	Crosley, Lillian

## Maplewood Park "Section IV": Verified Signatures to adopt Amended Covenants

1.	4121	Beaverbrook Dr.	Boetjer, M.
2.	4136	Beaverbrook Dr.	Shifflett, Kevin S
3.	4144	Beaverbrook Dr.	Bell, Cheryl & John
4.	6405	Birchdale Dr.	Coventry, Melissa
5.	6406	Birchdale Dr.	Borge-Eliasen, Jane
6.	6416	Birchdale Dr.	Paitan, Manuel & Patricia
7.	6417	Birchdale Dr.	Keeling, Larry E Jr & Mary C
8.	6426	Birchdale Dr.	Frey, William A & Mary Colleen
9.	6427	Birchdale Dr.	Chovan, Carolyn
10.	6509	Birchdale Dr.	Miller, Phyllis, Mae
11.	6517	Birchdale Dr.	Myers, Daniel & Maria
12.	6518	Birchdale Dr.	Hoff, Stephen
13.	6527	Birchdale Dr.	Lay, Colin K.
14.	6530	Birchdale Dr.	Carter, Riley A & A.D.
15.	6535	Birchdale Dr.	Warren, Eric M & Cari E
16.	6618	Kirkdale Dr.	Gochenour, Helen V.
17.	6625	Kirkdale Dr.	Filler, Alrin D. & Marclyn D.
18.	6626	Kirkdale Dr.	Bahr, Joseph C.
19.	6634	Kirkdale Dr.	Leuenberger, Patricia
20.	6635	Kirkdale Dr.	Jones, Gregory B. & Michelle I.
21.	6701	Kirkdale Dr.	Sharpe, Glenna & Jeffrey C.
22.	6704	Kirkdale Dr.	Caldwell, Carolyn S.
23.	6709	Kirkdale Dr.	Anders, Andrea
24.	6719	Kirkdale Dr.	Budd, Jeffrey L. & Carlene K.
25.	6720	Kirkdale Dr.	Bojrab, Frederick & Andrea
26.	6727	Kirkdale Dr.	Joseph, James David
27.	6730	Kirkdale Dr.	Hasselschwert, Anthony
28.	6735	Kirkdale Dr.	Welty, Earl & Deonna
29.	6736	Kirkdale Dr.	Clowser, Robert
30.	6808	Kirkdale Dr.	Snodgrass, James A. & Norma J.
31.	6818	Kirkdale Dr.	Girardot, Kurt & Lindsey M.
32.	6827	Kirkdale Dr.	Derrow, Patricia A. & Clinton
33.	6828	Kirkdale Dr.	Mattern, Christopher B. & Carrie J.
34.	6837	Kirkdale Dr.	Sult, David L.
35.	6843	Kirkdale Dr.	Carney, Christian
36.	4106	Maplecrest Rd.	McDowell, D.
37.	4120	Maplecrest Rd.	Jones, Thomas R. & Annette E.
38.	4130	Maplecrest Rd.	VanAuken, Dorothy M.
39.	4105	Oakleaf Dr.	Harris, Robert D. & Clara D.
40.	4113	Oakleaf Dr.	Griffin, Virgil & Glenda
41.	4118	Oakleaf Dr.	Bell, Jerry
42.	4134	Oakleaf Dr.	Fruth, Roger
43.	4135	Oakleaf Dr.	Dye, Craig

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44.
                                  Woods, Ronald
       4201
               Oakleaf Dr.
45.
       4202
               Oakleaf Dr.
                                  Friend, Kristin & J.G.
46.
       4221
               Oakleaf Dr.
                                  Conley, Marilyn J.
47.
       4110
               Sandhurst Dr.
                                  Castillo, Joel & Sarah
48.
       4111
               Sandhurst Dr.
                                  Coppolino, Aretta
                                  Binkley, David L & Nancy J
49.
       4118
               Sandhurst Dr.
                                  Norman, Tonya K.
50.
       4119
               Sandhurst Dr.
       4126
                                  Soto, Lucio
51.
               Sandhurst Dr.
52.
       4134
               Sandhurst Dr.
                                  Koch, Joseph A. IV
53.
       4141
               Sandhurst Dr.
                                  Hoffman, David G.
54.
       4142
               Sandhurst Dr.
                                  Crist, Alyssa
55.
       4147
               Sandhurst Dr.
                                  Studebaker, Jonathon B & Nicole
56.
       4148
               Sandhurst Dr.
                                  Felts, Tiffany
57.
       4152
               Sandhurst Dr.
                                  Krider, Lillian C.
                                  Gonzales, Antonio Jr & Paula J.
58.
       4153
               Sandhurst Dr.
59.
       4202
               Sandhurst Dr.
                                  Leslie, Margaret
       4203
60.
              Sandhurst Dr.
                                  Dye, Mark
61.
       4208
              Sandhurst Dr.
                                  Brumbaugh, Mark W. & Laura E.
       4213
62.
              Sandhurst Dr.
                                  Bean, Thomas & Melissa
63.
       4125
              Springwood Dr.
                                  Bass, Daniel E. & Stephanie L.
64.
       4119
              Wedgewood Dr.
                                  Farthing, Lynn L.
65.
       4128
              Wedgewood Dr.
                                  Thomas, Ralph E.
                                  Griffiths, Terry & Kimberly
66.
       4135
              Wedgewood Dr.
67.
       4209
              Wedgewood Dr.
                                  Hoover, Gerald & Andrea
       4210
              Wedgewood Dr.
                                  Miller, Phyllis Mae
68.
69.
       4219
              Wedgewood Dr.
                                  Haag, Dorothy
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## Maplewood Gardens "Section I": Verified Signatures to adopt Amended Covenants

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4218
                               Peters, Dustin J. for Indiana Real Estate Properties LLC
 1.
               Birchdale Ct.
 2.
       5910
               Birchdale Dr.
                               Parker, Mary Lou & David W.
                               Ortega, Hilario & Nancy
 3.
       5911
               Birchdale Dr.
                               Conrad, Lisa K.
 4.
       5917
               Birchdale Dr.
                               Northington, Nathaniel Jr.
 5.
       5920
               Birchdale Dr.
                               Braden, Susan C. (Bentz)
               Birchdale Dr.
 6.
       5923
 7.
       6002
               Birchdale Dr.
                               Snyder, C. Ryan
                               Connally, Scott A. & Kristina K.
 8.
       6020
               Birchdale Dr.
               Birchdale Dr.
 9.
       6029
                               Brady, Jeffrey T.
                               Romulus, Marie & Pierre
10.
       6030
               Birchdale Dr.
               Birchdale Dr.
                               Ryan, Debra K.
11.
       6105
12.
               Birchdale Dr.
                               Dickmeyer, Jamie
       6111
13.
       6112
               Birchdale Dr.
                               Jump, Audra
                               Menorath, Fredy
14.
       6121
               Birchdale Dr.
                               Nelson, Ronald G. & Patrice
15.
       6122
               Birchdale Dr.
16.
       6129
               Birchdale Dr.
                               Gilliom, Eric
17.
       6130
               Birchdale Dr.
                               Bell, Patrick & Jennifer
18.
               Birchdale Dr.
                               Botts, Carolyn S.
       6136
19.
                               Coles, Terry
       6203
               Birchdale Dr.
                               Holloway, Gary L. & Teresa Trimble
20.
       6204
               Birchdale Dr.
                               Harges, Evelyn E.
21.
       6212
              Birchdale Dr.
22.
       6219
               Birchdale Dr.
                               Reinhard, Alice
       6220
                               White, Joan M.
23.
              Birchdale Dr.
24.
              Birchdale Dr.
                               McGill, Janie & Floyd
       6227
                               Uhrick, Richard G. & Irma Jean
25.
       4102
               Glenview Ct.
26.
       4105
              Glenview Ct.
                               Summers, Erin
                               Woodring, Loren
27.
       4108
              Glenview Ct.
                               Tuttle, Tracy L. & Kathryn E.
28.
       5926
              Glenview Dr.
                               Miller, Zachary & Megan
29.
       6002
              Glenview Dr.
                               Pitman, Michelle
30.
       6010
              Glenview Dr.
31.
       6024
              Glenview Dr.
                               Loshe, Elizabeth E.
                               Meyers, Timothy A.
32.
       6027
               Glenview Dr.
                               Poitras, Roger W. & Rita J.
33.
       6030
              Glenview Dr.
34.
       6037
              Glenview Dr.
                               Shoda, Deborah K.
                               Blombach, Marian F.
35.
       6040
              Glenview Dr.
       6043
              Glenview Dr.
                               Larimer, Mark & Trixy (Rebecca)
36.
                               Federspiel, Terry
37.
       6103
              Glenview Dr.
                               Wonderly, Jym & Sarah
38.
       6119
              Glenview Dr.
39.
              Glenview Dr.
                               Stipp, Lowene
       6122
40.
                               Byrd, Holly
       6125
              Glenview Dr.
41.
       6219
              Glenview Dr.
                               Armstrong, Dustin
                               Lenzer, Marina
42.
       6229
              Glenview Dr.
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