

SCALE IN FEET:
0 50 100

DATE: 2 JULY 1986
REVISED 3 JULY 1986

APPROVALS

PLAN COMMISSION
DATE: 9-7-86

LESTER C. GREGG
Lester C. Gregg
EDWARD A. HENDERSON
Edward A. Henderson
N. C. GREGG
N. C. Gregg
ARTHUR G. GREGG

BOARD OF COMMISSIONERS
DATE: 9-19-86

Richard M. Regedany
Richard M. Regedany
Richard M. Regedany
RICHARD M. ELLENWOOD

COUNTY SURVEYOR
DATE: 23 SEP 1986

William L. Grier
WILLIAM L. GRIER
APPROVED FOR DRAINAGE ONLY

HEALTH COMMISSIONER
DATE: 9-19-86

John M. Truescher
JOHN M. TRUESCHER

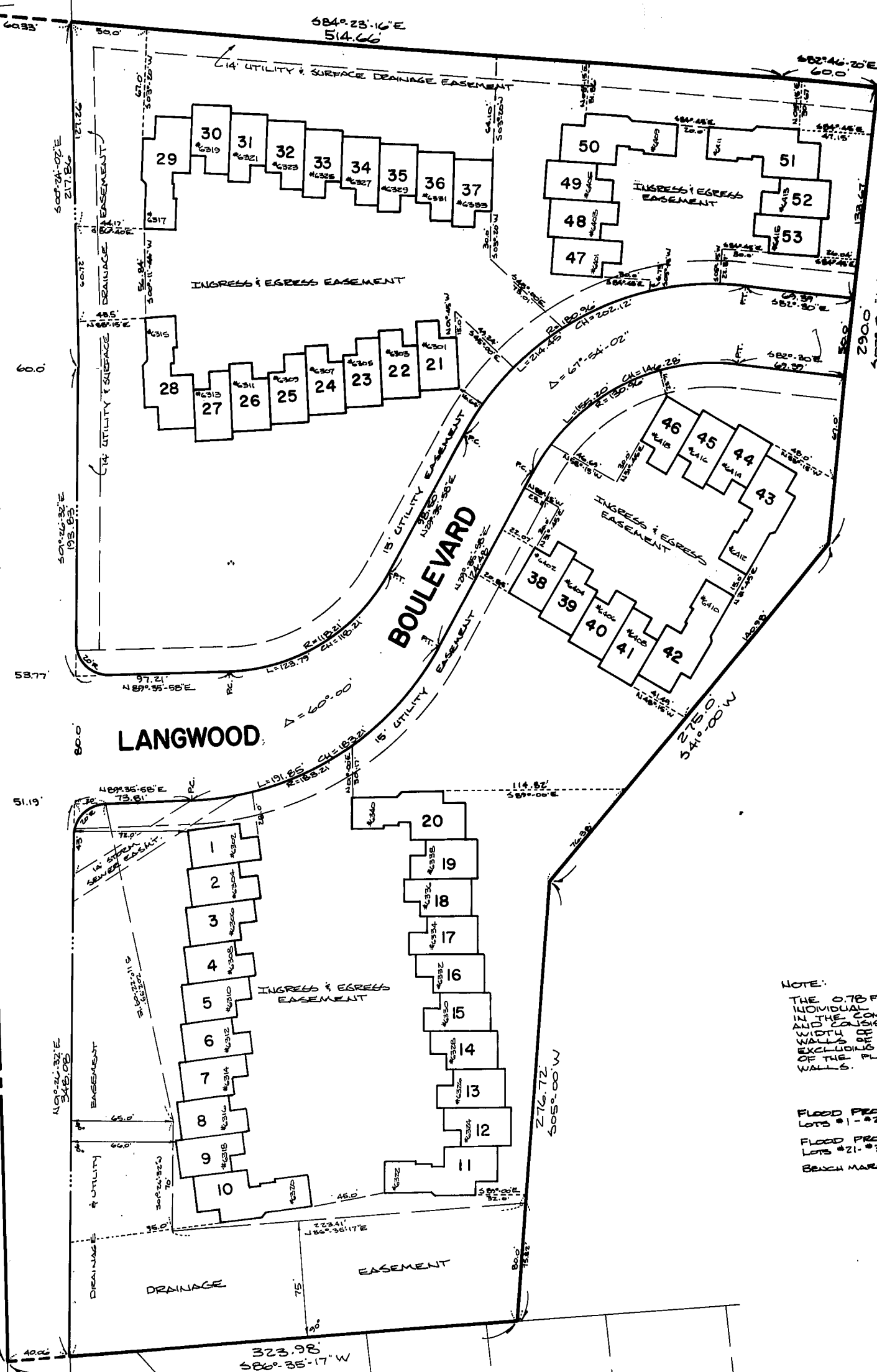
ZONING ADMINISTRATOR
DATE: 9/25/86

Jack G. Suter
JACK G. SUTER

MAPLECREST ROAD

N 00° 24' 02" W
847.91'

W. LINE, N.W. 1/4, SEC. 15, T. 31 N., R. 13 E.



NOTE:
THE 0.75 FT. SPACE SEPARATING
INDIVIDUAL UNITS IS INCLUDED
IN THE COMMON PROPERTY
AND CALCULATED AS THE TOTAL
WIDTH OF THE INTERIOR COMMON
WALLS OF EACH STRUCTURE
EXCLUDING THE OUTERMOST SURFACE
OF THE PLASTERBOARD OF SAID
WALLS.

FLOOD PROTECTION GRADE FOR
LOTS #1 - #20 (INCL) SHALL BE 731.0 F. (M.S.L. DATUM)
FLOOD PROTECTION GRADE FOR
LOTS #21 - #30 (INCL) SHALL BE 730.5 F. (M.S.L. DATUM)
BENCH MARK: TOP OF FIRE HYDRANT @ S.E. CORNER
MAPLECREST ROAD AND LANGWOOD
BOULEVARD. ELEVATION = 792.43 F. (M.S.L. DATUM)

147 148 149
HILLSBORO, SECTION II (P.B. 40, PP. 122-126)

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SECONDARY DEVELOPMENT PLAN OF:
CHADWICK, SECTION I
A PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 31
NORTH, RANGE 13 EAST, ALLEN COUNTY, INDIANA.

Book 48 Page 83-95

DEVELOPER:
SPRINGMILL WOODS DEVEL. CORP.
5904 SAWMILL WOODS COURT
FORT WAYNE, INDIANA 46815

ENGINEER:
Z. K. TAZIAN ASSOC., INC.
345 W. WAYNE ST.
FORT WAYNE, INDIANA 46802

The undersigned, being the owner of the real estate described as:

Part of the Northwest Quarter of Section 15, Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows, to wit:

Beginning on the West line of said Northwest Quarter at a point situated 577.82 feet, S 00°-24'-02" E (deed bearing and is used as the basis for the bearings in this description) from the Northwest corner of said Northwest Quarter; thence S 84°-23'-16" E, a distance of 514.66 feet; thence S 82°-46'-20" E, a distance of 60.0 feet; thence S 07°-30' W, a distance of 290.0 feet; thence S 41°-00' W, a distance of 275.0 feet; thence S 05°-00' W, a distance of 276.72 feet to a point on the North line of Lot #149 in Hillsboro, Section II, the plat of which is recorded in Plat Book 40, pages 122-126 in the Office of the Recorder of Allen County, Indiana; thence S 86°-35'-17" W, on and along the North line of said Lot #149 and the North lines of Lots #148, #147 and #146 in said Hillsboro, Section II, and the Westerly projection thereof, a distance of 323.98 feet to the Northwest corner of said Hillsboro, Section II, being a point on the West line of said Northwest Quarter; thence N 00°-24'-02" W, on and along said West line, being within the right-of-way of Maplecrest Road, a distance of 847.91 feet to the point of beginning, containing 8.329 acres of land, subject to legal right-of-way for Maplecrest Road and subject to all easements of record.

does hereby subdivide and plat the same into Lots, Streets, and Easements as shown on the Plat to be known as CHADWICK, SECTION I, this 2nd day of July, 1986, and does hereby dedicate the streets, thus shown to the public use, and does hereby subject and impress all of said Lots in said Addition with the restrictions, covenants, limitations and easements attached hereto and made a part thereof by reference.

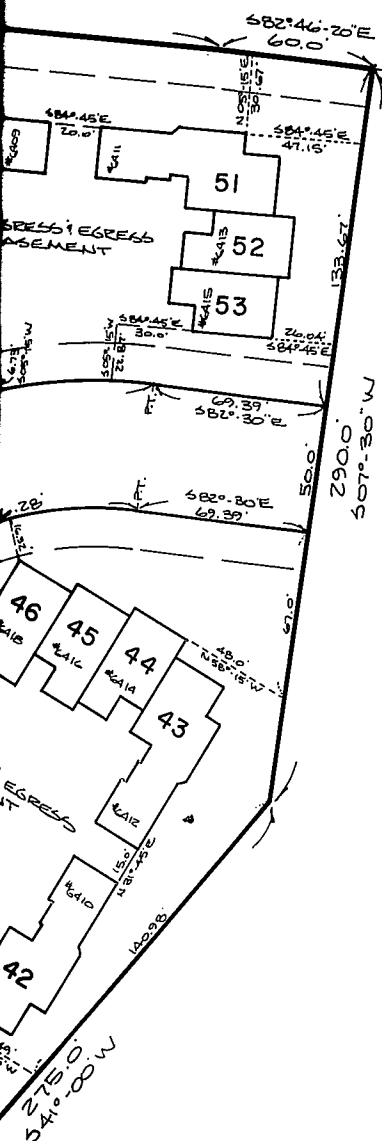
James J. Lancia
Springmill Woods Development Corp.
by James J. Lancia, its President

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, the undersigned Notary Public in and for said County and State personally appeared James J. Lancia, known to me to be President of Springmill Woods Development Corp., and acknowledged the execution of the foregoing to be his free and voluntary act and deed for the uses and purposes mentioned herein, this 2nd day of July, 1986 and for on behalf of said Springmill Woods Development Corp.

My Commission Expires:
10-11-89

Deanna Faust
Deanna Faust - Notary Public
A resident of Allen County, Indiana

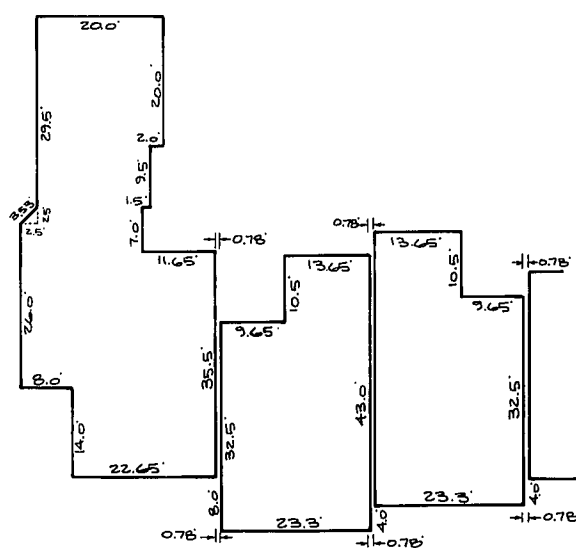


NOTE
THE 0.75 FT. SPACE SEPARATING
INDIVIDUAL UNITS IS INCLUDED
IN THE COMMON PROPERTIES
AND CONSISTS OF THE TOTAL
WIDTH OF THE INTERIOR COMMON
WALLS OF EACH STRUCTURE
EXCLUDING THE OUTERMOST SURFACE
OF THE PLASTERBOARD OF SAID
WALLS.

FLOOD PROTECTION GRADE FOR
LOTS #1 - #20 (INCL.) SHALL BE 791.0 F. (MSL DATUM)

FLOOD PROTECTION GRADE FOR
LOTS #21 - #30 (INCL.) SHALL BE 790.5 F. (MSL DATUM)

BENCH MARK: TOP OF FIRE HYDRANT @ SE CORNER
MAPLECREST ROAD AND LAURELWOOD
BOULEVARD. ELEVATION = 792.49 F. (MSL DATUM)



TYPICAL LOT PLAN
SCALE: 1"=20'

ONLY ENTERED FOR TAXATION

SEP 26 1986

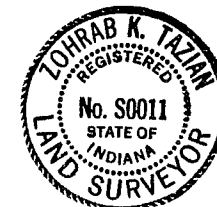
Glenn J. Hockaday
AUDITOR OF ALLEN COUNTY

INSTRUMENT U 9080

I, the undersigned Civil Engineer and Land Surveyor registered under the laws of the State of Indiana, have made a survey of the real estate described above and have established the Lots and Streets in the foregoing Plat in accordance with true and established boundaries thereof.

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

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



1986 SEP 26 PM 1:39
ALLEN COUNTY RECORDER
Myra J. Young

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86-037972

LEGAL DESCRIPTION OF Book 48 Page 85

THE COMMUNITY OF CHADWICK

Part of the Northwest quarter of Section 15, Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of the Northwest quarter of Section 15, Township 31 North, Range 13 East; thence South 00 degrees 24 minutes 02 seconds East along the West line of the said Northwest quarter, said line also being the centerline of Maplecrest Road, a distance of 575.82 feet; thence South 84 degrees 23 minutes 16 seconds a distance of 514.66 feet; thence South 82 degrees 46 minutes 20 seconds East a distance of 447.44 feet to the Northwest corner of Lot #320 in Hillsboro, Section III, a subdivision in the aforesaid Section, Township, and Range; thence proceeding Southerly along the West boundary of Hillsboro, Section III, by the following described courses: South 13 degrees 18 minutes 16 seconds East a distance of 317.86 feet; thence 03 degrees 52 minutes 28 seconds East a distance of 59.34 feet; thence South 02 degrees 12 minutes 42 seconds West a distance of 148.22 feet; thence South 26 degrees 20 minutes 42 seconds West a distance of 50.88 feet to the Northeast corner of Lot #158 in Hillsboro, Section II, a Subdivision in the aforesaid Section, Township and Range; thence leaving the Hillsboro, Section III, boundary and proceeding Westerly along the North boundary of Hillsboro, Section II by the following described courses: South 48 degrees 00 minutes 32 seconds West a distance of 48.04 feet; thence South 61 degrees 49 minutes 47 seconds West a distance of 72.12 feet; thence South 68 degrees 03 minutes 52 seconds West a distance of 63.00 feet; thence South 75 degrees 19 minutes 31 seconds West a distance of 139.10 feet; thence North 05 degrees 54 minutes 20 seconds West a distance of 20.55 feet; thence South 84 degrees 05 minutes 20 seconds West a distance of 20.55 feet; thence South 84 degrees 05 minutes 20 seconds West a distance of 171.08 feet; thence South 05 degrees 54 minutes 40 seconds East a distance of 25.00 feet; thence South 86 degrees 35 minutes 17 seconds West a distance of 537.96 feet to the Northwest corner of Hillsboro, Section II, said point being situated on the West line of the Northwest quarter of Section 15 aforesaid; thence leaving the Hillsboro, Section II, boundary and proceeding North 00 degrees 24 minutes 02 seconds West along the West line of the Northwest quarter of said Section 15, a distance of 847.91 feet to the point of beginning containing 17.20 acres more or less.

DULY ENTERED FOR TAXATION

SEP 26 1986

Gloria J. Goggin
AUDITOR OF ALLEN COUNTY

INSTRUMENT U 9080

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ALLEN COUNTY RECORDS

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DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
THE COMMUNITIES OF CHADWICK

This Declaration (hereinafter referred to as "the Declaration" or "this Declaration"), made this 20th day of June, 1986, by Springmill Woods Development Corp., an Indiana Corporation (hereinafter referred to as "Declarant"),

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real estate in Allen County, State of Indiana, which includes The Communities of Chadwick, Section I, which will ultimately be subdivided into a residential community for 53 dwelling units and with open spaces for the benefit of such residential community, all to be included and known as The Communities of Chadwick; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the values and amenities in such community and the common facilities therein contained, and to this end, Declarant desires to subject all of the real estate to certain rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens, each and all to the extent herein provided, for the benefit of all of the real estate and each owner of all or part thereof; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which shall be delegated and assigned the powers of owning, maintaining and administering any common facilities located on all of the real estate, administering and enforcing the covenants and restrictions contained in the Declaration, collecting and disbursing the assessments and charges imposed and created hereby and hereunder, and promoting the health, safety and welfare of the owners of all of the real estate, and all parts thereof; and

WHEREAS, Declarant has caused to be incorporated under the laws of the State of Indiana a not-for-profit corporation under the name of The Communities of Chadwick Homeowners Association, Inc., as such agency for the purpose of exercising such functions, and will cause the Common Properties to be conveyed to said Corporation before the conveyance of the first Dwelling Unit to an owner; and it is Declarant's

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intention that each owner of a Dwelling Unit in The Communities of Chadwick shall become a member of said community association and be bound by its Articles of Incorporation and By-Laws;

NOW, THEREFORE, Declarant hereby declares that The Communities of Chadwick as described in the Legal Description and Dedication to which this Declaration is attached (hereinafter referred to as the "Real Estate") is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are declared to be in furtherance of a plan for preservation and enhancement of the Real Estate, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole and of each of the Dwelling Units situated therein.

ARTICLE I

Definitions

Section 1. The following words and terms, when used herein or in any supplement or amendment hereto, unless the context clearly requires otherwise, shall have the following meanings:

- (a) "Act" shall mean and refer to the Indiana Not-For-Profit Corporation Action of 1971, as amended;
- (b) "Applicable Date" shall mean and refer to the date determined pursuant to Article IV, Section 2(b) of this Declaration;
- (c) "Architectural Review Board" shall mean and refer to that committee or entity established pursuant to Article VIII, Section 1 of this Declaration for the purposes herein stated;
- (d) "Articles" shall mean and refer to the Articles of Incorporation of the Corporation, as the same may be amended from time to time;
- (e) "Board" or "Board of Directors" shall mean and refer to the governing body of the Corporation elected, selected or appointed as provided for in the Articles, By-Laws, and this Declaration;
- (f) "Building" shall mean and refer to a structure having more than one "Dwelling Unit";
- (g) "By-Laws" shall mean and refer to the Code of By-Laws of the Corporation, as the same may be amended from time to time;
- (h) "Common Expenses" shall mean and refer to expenses of

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administration of the Corporation, and expenses for the upkeep, maintenance, repair, and replacement of the Common Properties, and all sums lawfully assessed against the Owners by the Corporation, and all sums, costs, and expenses declared by this Declaration to be Common Expenses;

- (i) "Common Properties" shall mean and refer to all of the Real Estate (including improvements thereto) except the individual Units as defined in subsection (i) below which will be sold to Unit Owners; and (ii) interior common walls between Dwelling Units, except for the outermost surfaces of the plasterboard of said walls; and (iii) items deemed Common Properties for purposes of maintenance. Common Properties shall be maintained by the Corporation in accordance with Article VII-2 hereof. It is the intention of the Declarant to construct, at Declarant's sole expense, the Common Properties;
- (j) "Corporation" shall mean and refer to the The Communities of Chadwick Homeowners Association, Inc., an Indiana Not-For-Profit Corporation which Declarant has caused to be incorporated under said name, its successors and assigns;
- (k) "Declarant" shall mean and refer to Springmill Woods Development Corp., an Indiana corporation, and any successors and assigns of it whom it designates in one or more written recorded instruments to have the rights of Declarant hereunder, and any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant;
- (l) "Dwelling Unit" shall mean and refer to any and each portion of the Real Estate (excluding any part of the Common Properties) designated and intended for the use as a building site for, or developed and improved for use as, a Dwelling Unit, as designated by Declarant by its deed of the same to another Person. For purposes of this Declaration, a "Dwelling Unit" shall be any single numbered parcel of land identified as a dwelling unit on a recorded subdivision plat of the Real Estate;
- (m) "Mortgagee" shall mean and refer to the holder of recorded first mortgage lien on a Dwelling Unit;
- (n) "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to a Dwelling Unit, but in any event shall not include or mean to refer to a mortgagee or tenant unless and until such mortgagee or tenant has acquired title to any Dwelling Unit, but upon so acquiring title to any Dwelling Unit a mortgagee or tenant shall be an Owner;
- (o) "Parking Rights" Ownership of each Dwelling Unit shall entitle the owner or owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said Dwelling Unit as possible;
- (p) "Person" shall mean and refer to an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof;
- (q) "Plat" shall mean and refer to the subdivision plat of the Real Estate recorded in the Office of the Recorder of Allen County, Indiana, as the same may be hereafter amended or supplemented;
- (r) "Real Estate" shall mean and refer to the parcel of real estate in Allen County, Indiana, described in the legal description and Dedication to which this Declaration is

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attached;

- (s) "Restrictions" shall mean and refer to the agreements, covenants, conditions, restrictions, easements, assessments, charges, liens, and all other provisions set forth in this Declaration, as the same may be amended from time to time;

Section 2. Other terms and words defined elsewhere in this Declaration shall have the meanings herein attributed to them.

ARTICLE II

Declaration; Easement to Corporation; Encroachment Easement

Section 1. Declaration. Declarant hereby expressly declares that the Real Estate shall be held, transferred, and occupied subject to the Restrictions. Subsequent owners or contract purchasers of any Dwelling Unit subject to these Restrictions, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Dwelling Unit of such Dwelling Unit, or (ii) by the act of occupancy of any Dwelling Unit, shall accept such deed or execute such contract subject to each Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, each Owner or contract purchaser acknowledges the rights and powers of Declarant and of the Corporation with respect to these Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with Declarant, the Corporation, and the Owners and subsequent Owner of each of the Dwelling Units affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreement.

Section 2. Easement to Corporation. Declarant hereby grants a nonexclusive easement in favor of the Corporation for the maintenance of the Common Properties (including items deemed Common Properties for maintenance). Said easement shall permit the Board or its agents to enter onto any Dwelling Unit to make emergency repairs or to do other work reasonably necessary for the proper maintenance or operation of the subdivision and to enter onto any Dwelling Unit for the purpose of reconstruction and restoration in the event of casualty. Maintenance

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MILWAUKEE COUNTY

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shall include but not be limited to maintenance of utilities which serve more than one Dwelling Unit and utilities owned and utilized by the Corporation.

Section 3. Encroachment Easements. If any portion of the Common Properties encroaches on any Dwelling Unit or any Dwelling Unit encroaches upon the Common Properties or another Dwelling Unit as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, a valid easement shall be deemed to exist and run to the Corporation or to the Owner of the encroaching Dwelling Unit or improvement for the encroachment and for the maintenance thereof so long as said encroachment exists.

ARTICLE III

Dedications

Section 1. Streets and Easement. The streets and easements specifically shown or described on the Plat have been dedicated to public use for their usual and intended purposes, and such dedication is hereby ratified and confirmed.

ARTICLE IV

Corporation; Membership; Voting; Functions

Section 1. Membership in Corporation. Declarant and each Owner of a Dwelling Unit shall, automatically upon becoming an Owner, be and become a member of the Corporation and shall remain a member until such time as his ownership of a Dwelling Unit ceases, but membership shall terminate when such Owner ceases to be an Owner, and will be transferred to the new Owner of his Dwelling Unit; provided however, than any Person who holds the interest of an Owner in a Dwelling Unit merely as security for the performance of an obligation shall not be a member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and a member of the Corporation.

Section 2. Voting Rights. The Corporation shall have two (2) classes of membership, with the following voting rights:

- (a) Class A. Class A members shall be all Owners except Class B members. Each Class A member shall be entitled to one (1) vote for each dwelling unit of which such member is the Owner with respect to each matter submitted to a vote.

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of members upon which the Class A members are entitled to vote. When more than one (1) Person constitutes the Owner of a particular dwelling unit, all such Persons shall be members of the Corporation, but all of such persons shall have only one (1) vote for such dwelling unit, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) be cast with respect to any such dwelling unit.

- (b) Class B. Class B members shall be Declarant and all successors and assigns of Declarant designated by Declarant as Class B members in a written notice mailed or delivered to the resident agent of the Corporation. Each Class B member shall be entitled to three (3) votes for each dwelling unit of which it is the Owner on all matters requiring a vote of the members of the Corporation. The Class B membership shall cease and terminate upon the first to occur of (i) the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or (ii) July 1, 1988, (the applicable date being herein referred to as the "Applicable Date").

Section 3. Functions. The Corporation has been formed for the purposes of providing for the maintenance, repair, replacement, administration, operation and ownership of the Common Properties, to pay taxes assessed against and payable with respect to the Common Properties, to pay any other necessary expenses and costs in connection with the Common Properties, to maintain and repair the storm water system, and to perform such other functions as may be designated for it to perform under this Declaration.

ARTICLE V

Board of Directors

Section 1. Management. The business and affairs of the Corporation shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he is, or is deemed in accordance with this Declaration to be, an Owner, including a person appointed by Declarant as provided in Section 2 of this Article V.

Section 2. Initial Board of Directors. The initial Board of Directors shall be composed of the persons designated in the Articles, to-wit: James J. Lancia, Floyd A. Lancia, and Tamara S. Primeau, (herein referred to as the "Initial Board"), all of whom have been or shall be appointed by Declarant. Notwithstanding anything to the contrary contained in, or any other provisions of, this Declaration, the Articles, the By-Laws or the Act (a) the Initial Board shall hold office until the Applicable Date, and (b) in the event of any vacancy or vacancies

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occurring in the Initial Board for any reasons or cause whatsoever, prior to the Applicable Date determined as provided above, every such vacancy shall be filled by a person appointed by Declarant, who shall thereafter be deemed a member of the Initial Board. Each person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by Declarant to fill a vacancy, shall be deemed a member of the Corporation and an Owner solely for the purpose of qualifying to act as a member of the Board of Directors and for no other purpose. No such Person serving on the Initial Board shall be deemed or considered a member of the Corporation nor an Owner of a Dwelling Unit for any purpose (unless he is actually the Owner of a Dwelling Unit and thereby a member of the Corporation).

Section 3. Additional Qualifications. Where an Owner consists of more than one Person or is a partnership, corporation, trust or other legal entity, then one of the Persons constituting the multiple Owner, or a Partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Dwelling Unit may be represented on the Board of Directors by more than one Person at a time.

Section 4. Term of Office and Vacancy. Subject to the provision of Section 2 of this Article V, one-third (1/3) of the Board of Directors shall be elected at each annual meeting of the Corporation. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the Applicable Date provided herein. After the Applicable Date, one-third (1/3) of the Board of Directors shall be elected for a three (3) year term, one-third (1/3) for a two (2) year term, and one-third (1/3) for a one (1) year term so that the terms of one-third (1/3) of the members of the Board shall expire annually. There shall be separate nominations for the office of each member of the Board to be elected at such first election after the Applicable Date. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of Section 2 of this Article V as to the Initial Board, and any vacancy or vacancies occurring in

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the Board shall be filled by a vote of a majority of the remaining members of the Board or by vote of the Owners if a Director is removed in accordance with Section 5 of this Article V. The Director so filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy.

Section 5. Removal of Directors. A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the votes entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case; his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners and until his successor is duly elected and qualified.

Section 6. Duties of the Board of Directors. The Board of Directors shall be the governing body of the Corporation representing all of the Owners and being responsible for the functions and duties of the Corporation, including but not limited to, providing for the administration of the Real Estate, the management, maintenance, repair, upkeep and replacement of the Common Properties (unless the same are otherwise the responsibility or duty of Owners), and the collection and disbursement of the Common Expenses. After the Applicable Date, the Board may, on behalf of the Corporation, employ a reputable and recognized professional property management agent (herein called the "Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties, which include, but are not limited to:

- (a) maintenance, repair, replacement, and upkeep of the Common Properties (or items deemed Common Properties for purposes of maintenance).
- (b) snow removal from the streets, driveways, and parking areas shown on the Plat;

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ALLEN COUNTY RECORDER

Walter A. Brown

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- (c) assessment and collection from the Owners of the Owners' respective share of the Common Expenses;
- (d) preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;
- (e) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;
- (f) keeping a current, accurate, and detailed record of receipts and expenditures affecting the Common Properties and the business and affairs of the Corporation, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours;
- (g) procuring and maintaining for the benefit of the Owners, the Corporation and the Board the insurance coverages required under this Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable; and
- (h) paying taxes assessed against and payable with respect to the Common Properties and paying any other necessary expenses and costs in connection with the Common Properties;
- (i) making available to Owners and Mortgagees, and to holders, insurers, or guarantors of any first mortgage, current copies of this Declaration, the By-Laws or other rules concerning the Subdivision and the books, records, and financial statements of the Corporation. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances; and
- (j) making available to any Mortgagee or any holder, insurer or guarantor of a first mortgage, upon request, a copy of the Corporation's audited financial statement for the immediately preceeding fiscal year free of charge to the party making such request.

Section 7. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the following:

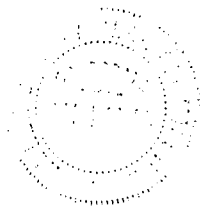
- (a) to employ a Managing Agent to assist the Board in performing its duties; provided that no employment agreement with the Declarant (or a corporation or other entity affiliated with the Declarant) as Managing Agent or for any other service shall be for more than three (3) years after the Applicable Date and after said date any such agreement shall be subject to termination by either party without cause and without payment of a termination fee upon ninety (90) days written notice to the other party;

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- (b) to purchase, lease, or otherwise obtain for the Corporation, to enable it to perform its functions and duties, such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Directors;
- (c) to employ legal counsel, architects, contractors, accountants, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Corporation;
- (d) to employ, designate, discharge, and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Properties;
- (e) to include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;
- (f) to open and maintain a bank account or accounts in the name of a Corporation;
- (g) to promulgate, adopt, revise, amend, and alter from time to time such additional rules and regulations with respect to use, occupancy, operation, and enjoyment of the Real Estate and the Common Properties (in addition to those set forth in this Declaration) as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered to all Owners.

Section 8. Limitations on Board Action.

- (a) After the Application Date, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$2,500.00 without obtaining the prior approval of a majority of the Owners, except that in the following cases such approval shall not be necessary.
 - (i) contracts for replacing or restoring portions of the Common Properties damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;
 - (ii) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and
 - (iii) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.
- (b) The Board shall not, without the prior written approval of at least sixty-seven percent (67%) of the Owners (other than Declarant):



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(i) by acting or omission abandon, partition, subdivide, encumber, sell or transfer the Common Properties owned by the Corporation (provided, the granting of easements for public utilities or for other public purposes shall not be deemed a transfer within the meaning of this clause);

(ii) by act or omission change, waive, or abandon any scheme or regulation, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwellings, the exterior maintenance of Dwellings, the maintenance of side walls in the Common Properties or common fences, or the upkeep of lawns in the Subdivision;

(iii) fail to maintain fire and extended coverage on insurable Common Properties on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value based on current replacement cost; and

(iv) use hazard insurance proceeds for losses to any of the Common Properties for other than the repair, replacement or reconstruction of Common Properties.

Section 9. Compensation. No director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority vote of the Owners. The Managing Agent, if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 10. Non-Liability of Directors. The Directors shall not be liable to the Owners or any other Persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Corporation shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Corporation, unless any such contract shall have been made in bad faith. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Corporation.

Section 11. Additional Indemnity of Directors. The Corporation shall indemnify, hold harmless and defend any Person, his heirs, assigns, and legal representatives, made a party to any action, suit, or proceeding by reason of the fact that he is or was a Director of the Corporation, against the reasonable expenses, including attorneys' fees, actually and necessary incurred by him in connection with the defense of such action, suit or proceeding, or in connection with

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any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or misconduct in the performance of his duties. The Corporation shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered in any action, suit, or proceeding, if it shall be found by a majority vote of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Corporation or statements or advice made by or prepared by the Managing Agent (if any) or any other officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Corporation to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 12. Bond. The Board of Directors shall provide surety bonds and shall require the Managing Agent (if any), the treasurer of the Corporation, and such other officers as the Board deems necessary, to provide surety bonds, indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protections for any insurance proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expense. The amount of the bonds shall be based upon the judgment of the Board of Directors and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Corporation or its management agent at any given time during the term of the bond. In no event.

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shall the aggregate amount of such bonds be less than a sum equal to three (3) months aggregate assessments on all units plus reserve funds.

Section 13. Initial Management. The Initial Board has entered, or will hereafter enter, into a management agreement with Declarant (or a corporation or other entity affiliated with Declarant) for a term which will expire not later than July 1, 1988, under which Declarant (or such affiliate of Declarant, as appropriate) will provide supervision, fiscal and general management and maintenance of the Common Properties and, in general, perform all of the duties and obligations of the Corporation. Such management agreements is or will be subject to termination by Declarant (or its affiliate, as appropriate) at any time prior to the expiration of its term, in which event the Corporation shall thereupon and thereafter resume performance of all of its duties, obligations, and functions. Notwithstanding anything to the contrary contained in this Declaration, so long as such management agreement remains in effect, Declarant (or its affiliate, as appropriate) shall have, and Declarant hereby reserves to itself (or to its affiliate, as appropriate), the exclusive right to manage the Real Estate and Common Properties and to perform all the functions of the Corporation.

ARTICLE VI

Real Estate Taxes; Utilities

Section 1. Real Estate Taxes. Real estate taxes on each Dwelling Unit, and on any improvements thereon, are to be separately assessed and taxed to each Dwelling Unit and shall be paid by the Owner of such Dwelling Unit. Any real estate taxes or other assessments against the Common Properties shall be paid by the Corporation and treated as a Common Expense.

Section 2. Utilities. Each owner shall pay for his own utilities which, to the extent possible, shall be separately metered to each Dwelling Unit. Utilities including but not limited to water for lawn maintenance which are not separately metered to an Owner's Dwelling Unit shall be treated as and paid as part of the Common

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Expense, unless otherwise determined by the Corporation.

ARTICLE VII

Maintenance, Repairs and Replacements

Section 1. By Owners. Each Owner shall, at his own expense, be responsible for, and shall promptly perform as the need therefor arises, all interior maintenance, repairs, decoration, and replacement of his own Dwelling Unit. In addition, each Owner shall furnish and be responsible for the maintenance of all portions of his Dwelling Unit, except for such portions thereof as may, in accordance with the terms of this Declaration, be designated as a part of the Common Properties for purposes of maintenance only. All fixtures and equipment installed within or as part of the Dwelling Unit, commencing at the points where the utility lines, pipes, wires, conduits or systems enter the Dwelling Unit shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair of his Dwelling Unit which, if neglected, might adversely affect any other Dwelling Unit or any part of the Common Properties. Such maintenance and repairs include but are not limited to internal water lines, plumbing and related systems and components thereof including fixtures and appliances attached thereto, electric lines, gas lines, appliances, and all other fixtures, equipment and accessories belonging to the Owner and a part of or appurtenant to his Dwelling Unit.

Dwelling Unit Owners shall also be responsible for water damage to a Dwelling Unit when the primary source of such problem is through negligence of the occupant of that Dwelling Unit.

The Corporation, as part of its duties and as a part of the Common Expenses, shall provide maintenance, repairs, replacement and upkeep of the plumbing and related systems and components thereof which are located on Common Properties constituting service to more than one Dwelling Unit, including water damage to Common Properties or Dwelling Units other than the one which is the primary source of the problem, through negligence on the part of the occupant of such Dwelling Unit.

The Corporation shall also have the authority and duty to main-

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tain plumbing and related systems and components thereof located within a Dwelling Unit to the extent that a malfunction or threat of same has originated outside the Dwelling Unit in which the malfunction occurs or may occur.

In addition to the maintenance of the Common Properties, the Corporation, as part of its duties, and as a part of the Common Expenses, shall provide maintenance, repairs, replacement, and upkeep of the exteriors of each Dwelling Unit. Such exteriors including, but not limited to, roofs, gutters, doors, windows (excluding glass which shall be considered a part of the interior maintenance) and exterior walls shall be considered part of the Common Properties for maintenance only.

The Board of Directors may adopt such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Properties as it deems necessary.

Notwithstanding any obligation or duty of the Corporation to repair or maintain any of the Common Properties (or items deemed Common Properties for purposes of maintenance), if, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant, invitee, or other occupant or visitor of such Owner, damage shall be caused to the Common Properties (or items deemed as such for purposes of maintenance), or if maintenance, repairs, or replacements shall be required thereby which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Corporation, unless such loss is covered by the Corporation's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Corporation, the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's Dwelling Unit is subject.

The authorized representatives of the Corporation, the Board and the Managing Agent for the Corporation (if any) shall be entitled to reasonable access to any Dwelling Unit as may be required in connection with maintenance, repairs, or replacements of or to the Common

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Properties and items deemed as Common Properties for purposes of maintenance.

Further, The Corporation shall be responsible for its proportionate share of maintenance and repair funding of the Eldrado Hills Detention Basin.

ARTICLE VIII

Architectural Control

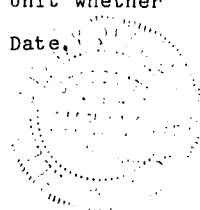
Section 1. The Architectural Review Board. As a standing committee of the Corporation, there shall be, and hereby is, established an Architectural Review Board consisting of three (3) or more persons as may, from time to time, be provided in the By-Laws. Until the Applicable Date, Declarant shall appoint the members of the Architectural Review Board. After the Applicable Date, the Architectural Review Board shall be appointed by the Board of Directors.

Section 2. Purposes. The Architectural Review Board shall regulate the external design, appearance, use, location, and maintenance of the Real Estate and of improvements thereof in such manner as to reserve and enhance values and to maintain a harmonious relationship among structures, improvements, and the natural vegetation and topography.

Section 3. Conditions. No improvements, alterations, repairs, change of colors, excavations, changes in grade or other work which in any way alters the exterior of any Dwelling Unit or the improvements located thereon from its natural or improved state existing on the date such Dwelling Unit was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in the Declaration. No building, fence, wall, or other structure shall be commenced, erected, maintained, improved, altered, made or done on any Dwelling Unit without the prior written approval of the Architectural Review Board; provided this restriction shall not be applicable to the original construction of the Dwelling Unit whether such construction occurs before or after the Applicable Date.

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Section 4. Procedures. In the event the Architectural Review Board fails to approve, modify, or disapprove in writing an application within thirty (30) days after such application (and all plans, drawing, specifications, and other items required to be submitted to it in accordance with such rules as it may adopt) has been given to it, approval will be deemed granted by the Architectural Review Board. A decision of the Architectural Review Board may be appealed to the Board of Directors which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors then serving. The Architectural Review Board may establish committees consisting of two (2) or more of its members, which committees shall exercise such powers of the Board as may be delegated to them.

ARTICLE IX(a)

Interior Common Walls

Section 1. Vertical Boundaries. The vertical boundaries of the Dwelling Units which abut an interior common wall shall be the vertical plain which includes the outermost surface of the plasterboard of said walls.

Section 2. Maintenance. Maintenance of the outermost surface of the plasterboard of all interior common walls shall be the responsibility of the Owner of the Dwelling Unit. The portion of the interior common wall which is designated as Common Property shall be maintained and repaired by the Corporation, as per Article VII-2 hereof.

ARTICLE IX(b)

Common Driveways

Section 1. Definition.

- (a) "Common Driveways" shall be the areas within the Ingress and Egress Easements as shown on the Plat.
- (b) "Affected Units" shall be the Dwelling Units encumbered by and/or served by a Common Driveway.

Section 2. Restrictions.

- (a) Common Driveways shall be used exclusively for the purpose of Ingress and Egress Easements.
- (b) No acts shall be performed by any Owner or his tenants, guests, or agents which would in any manner affect or jeopardize the free and continuous use and enjoyment of any other Owner in or to the Common Driveway or an Affected Unit.

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- (c) There shall be no parking within Common Driveways at any time except for delivery or emergency vehicles, unless the Board, by Resolution, determines otherwise upon petition of an Owner of an Affected Unit.

Section 3. Damage or Destruction. In the event that any Common Driveway is damaged or destroyed (including by deterioration from ordinary wear and tear and lapse of time):

- (a) Through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the Common Driveway without cost to the Owners of Affected Units for that Driveway.
- (b) Other than by the act of an Owner or his agents, guests, or family, it shall be the obligation of all Owners of Affected Units for that Common Driveway to rebuild and repair such Common Driveway at their joint and equal expense.

Section 4. Maintenance Escrow.

- (a) For the purpose of meeting the cost of rebuilding and repairing a Common Driveway, each Affected Unit shall be subject to a maximum annual charge computed as follows: \$1.50 multiplied by the number of square feet of paved areas within the pertinent Common Driveway divided by the number of Affected Units for that Common Driveway. This maximum annual charge may be raised by five percent (5%) each fiscal year by the Board of Directors.
- (b) The failure of any Owner to pay the annual charge within thirty (30) days of the start of each fiscal year shall result in a Restoration Assessment being levied against his Dwelling Unit.
- (c) The Association shall hold the annual charge in escrow and shall maintain a separate accounting for the escrowed funds for each Common Driveway.
- (d) The escrowed funds will be disbursed at the request of a majority of the Owners of the Affected Units served by a Common Driveway. If escrowed funds are not adequate to pay all costs of rebuilding and repair, all affected Owners shall equally pay the excess costs.
- (e) If the Owners of Affected Units do not perform all necessary rebuilding and repairs of any Common Driveway, the Association may do so as their agent, using the funds escrowed for that Common Driveway and such Restoration Assessments against the Affected Units as may be needed to cover the cost of the work.

ARTICLE X

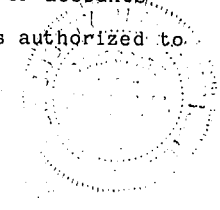
Assessment

Section 1. Annual Accounting. Annually, after the close of each fiscal year of the Corporation and prior to the date of the annual meeting of the Corporation next following the end of the fiscal year, the Board shall cause to be prepared and furnished to each Owner a financial statement prepared by a certified public accountant or

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firm of certified public accountants then serving the Corporation, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

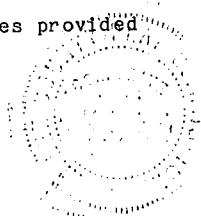
Section 2. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Corporation, the Board of Directors shall cause to be prepared a proposed annual budget for the current fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual meeting of the Corporation for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the current fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the Owners; provided that any increase of more than ten percent (10%) must be approved by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy; provided further, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments, and all other sums assessed by the Corporation shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessment shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Properties (or items deemed Common Properties for purposes of maintenance), which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Properties. Such replacement reserve fund for capital expenditures and replacement and repair of the Common Properties (or items deemed Common Properties for maintenance) shall be maintained by the Corporation in a separate interest bearing account or accounts with one or more banks or savings and loan associations authorized to



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conduct business in Allen County, Indiana, selected from time to time by the Board. The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver of release in any manner of the obligations of the Owners to pay the Common Expenses as provided, whenever determined. Whenever, whether before or after the annual meeting of the Corporation, there is no annual budget approved by the Owners as herein provided for such current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

Section 3. Regular Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the current fiscal year as set forth in said budget, contain a proposed assessment against each Dwelling Unit, which shall be computed as follows: all Common Expenses except the cost of the master casualty insurance policy provided for in Article XII, Section 1 shall be divided by the number of Dwelling Units in the subdivision to determine quotient A; the cost of such master casualty insurance policy shall be divided on a pro rata basis for each Dwelling Unit based upon the square feet of living area in each Dwelling Unit including garages but excluding basements to determine quotient B; quotients A and B shall be added together for each Dwelling Unit and the sum shall be the Regular Assessment for each Dwelling Unit. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his respective Dwelling Unit (herein called the "Regular Assessment"). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, such Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Dwelling Unit based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided

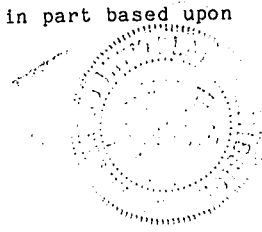
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and included in the final annual budget, including reserve funds as hereinabove provided. The Regular Assessment against each Dwelling Unit shall be paid in advance in equal quarterly installments commencing on the first day of the first month of each fiscal year and quarterly thereafter through and including the first day of the last quarter of such fiscal year. Payment of the quarterly installments of the Regular Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors; provided, however, Owners may elect to pay quarterly assessments semi-annually or annually, in advance. At the election and option of the Board, the Regular Assessment may be required to be paid by the Owners in advance in equal monthly installments rather than quarterly installments. In the event the Regular Assessment for a particular fiscal year of the Corporation was initially based upon a temporary budget.

- (a) if the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular Assessment which is due shall be paid with such next payment and such next payment, and all payments thereafter during such fiscal year, whether quarterly or monthly, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or,
- (b) if the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be credited against the next payment or payments of the Regular Assessment coming due, whether quarterly or monthly, until the entire amount of such excess has been so credited; provided, however, that if an Owner had paid his Regular Assessment either semi-annually or annually in advance, then the adjustments set forth under (a) or (b) above shall be made by a cash payment by, or refund to, the Owner on the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners.

The Regular Assessment for the current fiscal year of the Corporation shall become a lien on each separate Dwelling Unit as of the first day of each fiscal year of the Corporation, even though the final determination of the amount of such Regular Assessment may not have been made by that Date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon

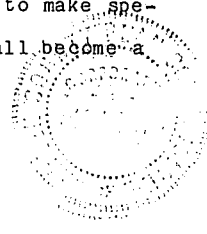


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a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys, or transfers his Dwelling Unit or any interest therein, shall not relieve or release such Owner and his successor as owner of such Dwelling Unit shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessmentss furnished by the Corporation pursuant to Section 2 of Article XI hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Quarterly or monthly (if so determined by the Board) installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Corporation, and neither the Board nor the Corporation shall be responsible for providing any notice or statements to Owners for the same.

Each Owner shall prepay to the Corporation at the time his Dwelling Unit is conveyed to such Owner an amount equal to thirteen (13) monthly installments of the amount required to pay for the Dwelling Unit Owner's pro rata portion of the master casualty insurance policy based upon the budget for the current fiscal year and the Owner shall maintain such prepayment account at all times. The Corporation shall hold such pre-paid funds in a separate escrow account of the purchase of insurance as provided in Article XII, Section 1.

Section 4. Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time unless otherwise provided in this Declaration, the Articles, the By-Laws or the Act, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a

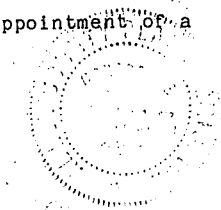


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lien on each Dwelling Unit, pro-rated in equal shares (herein called "Special Assessment"); provided, that any such assessment shall have the assent of sixty-seven percent (67%) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Without limiting the generality of the foregoing provision, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in this Declaration.

Section 5. Failure of Owner to Pay Assessments.

(a) No Owner may exempt himself from paying Regular Assessments and Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Properties and items deemed Common Properties for purposes of maintenance, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Properties or by abandonment of the Dwelling Unit belonging to him. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one Person, the liability of such Persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessments or Special Assessments when due, the lien for such Assessment on the Owner's Dwelling Unit may be filed and foreclosed by the Board for and on behalf of the Corporation as a mortgage on real property or as otherwise provided by law. Upon the failure of an Owner to make timely payments of any Regular Assessments or Special Assessments, when due, the Board may in its discretion, accelerate the entire balance of the unpaid Assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Dwelling Unit shall be jointly and severally liable for the payment to the Corporation of reasonable rental for such Dwelling Unit, and the Board shall be entitled to the appointment of a



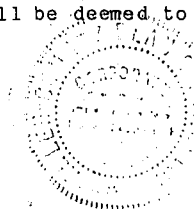
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receiver for the purpose of preserving the Dwelling Unit and to collect the rentals and other profits therefrom for the benefit of the Corporation to be applied to the unpaid Regular Assessments or Special Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular Assessment or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Corporation, shall be entitled to recover from the Owner of the respective Dwelling Unit costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest from the date such Assessments were due, until paid, at a rate equal to the "prime interest rate" then being charged by Summit Bank of Fort Wayne to its largest and best corporate customers (or if said Bank is no longer in existence, then such rate charged by another national bank in Allen County, Indiana, selected by the Board).

(b) The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Notwithstanding anything contained in this Section or elsewhere in this Declaration, the Articles or the By-Laws, any sale or transfer of a Dwelling Unit to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment as to such installments which became due prior to such sale, transfer, or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Dwelling Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments, the lien for which has been divested as aforesaid, shall be deemed to

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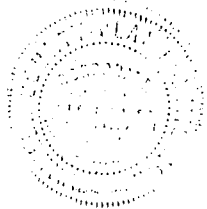
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be a Common Expense, collectable from all Owners (including the party acquiring the subject Dwelling Unit from which it arose).

Section 6. Initial Budgets and Assessments. Notwithstanding anything to the contrary contained herein, in the Articles, in the By-Laws, in the Act or otherwise, until the Applicable Date the annual budget and all Regular Assessments and Special Assessments shall be established by the initial Board without meetings of or concurrence of the Owners. The agency, power of attorney, and proxy granted to the Declarant by each Owner pursuant to Section 2 of Article V hereof shall be deemed to cover and include each Owner's right to vote on and approve the annual budget and any Regular Assessments and Special Assessments until the Applicable Date.

Further, until the Applicable Date, the Regular Assessments are and shall be established as follows:

- (a) From the date of the first conveyance of a Dwelling Unit by Declarant to any other Person until the earlier of the Applicable Date or July 1, 1988,
 - (i) the Regular Assessment shall be Forty Dollars (\$40.00) per month on each Dwelling Unit owned by someone other than Declarant, pro-rated on a daily basis for any period of time less than a month (the amount required to fund the insurance escrow shall be in addition to the Regular Assessment), and
 - (ii) the Regular Assessment shall be twenty-five percent (25%) of the amount of the Regular Assessment set forth in subparagraph (i) for each Dwelling Unit owned by Declarant until sixty (60) days after completion of a Dwelling Unit at which time the Regular Assessment for that Dwelling Unit shall be raised to the full amount set forth in subparagraph(i).
- (b) After December 31, 1987, (if the Applicable Date has not then occurred) and for each year thereafter until the Applicable Date, the Regular Assessment upon each Dwelling Unit may be increased by the Board by an amount not greater than an amount equal to the same percentage of the Regular Assessment provided under subparagraph (a) above as the percentage increase, if any, in the Consumer Price Index between the Index figure for the month of July, 1983, and the Index figure for the last month of the year preceding the year for which such increase is to be effective. Such increases may be made by the Board annually on, or effective on, January 1st of each year until the Applicable Date. As used herein, "Consumer Price Index" means the "Consumer Price Index for All Urban Consumers, U.S. City Average of all items (CPI-U, reference base of 1967=111.)" published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the publication of the Consumer Price Index of the U.S. Bureau of Labor Statistics is



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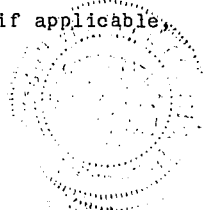
either discontinued, or revised by changes in the weights assigned by the 1972-73 Consumer Expenditure Survey to the expenditure groups, in the sample of items priced, in the sample of places where the pricing takes place or in the statistical methods employed in the calculation of the Consumer Price Index, then, and in any of such events, comparable statistics on the purchasing power of the consumer dollar published by a responsible financial periodical selection by the Corporation shall be substituted for said Consumer Price Index and used for making such computations.

Notwithstanding the foregoing or anything else contained herein, until the Applicable Date (whether before or after December 31, 1987), the Regular Assessment to be paid by Declarant for each Dwelling Unit owned by Declarant shall be twenty-five percent (25%) of the Regular Assessment for Owners other than Declarant until sixty (60) days after completion of a Dwelling Unit at which time the Regular Assessment for that Dwelling Unit shall be raised to one hundred percent (100%) of the regular Assessment.

ARTICLE XI

Insurance

Section 1. Casualty Insurance. The Corporation shall purchase a master casualty insurance policy with an "agreed amount and inflation guard endorsement" and a "blanket building endorsement" affording fire and extended coverage insurance insuring each Dwelling Unit in an amount consonant with the full replacement value of the improvement which, in whole or in part, comprise the Dwelling Units, excluding all floor, ceiling and wall coverings and fixtures, betterments, and improvements installed by any Owner and excluding any personal property owned by any Owner whether located on any Dwelling Unit or elsewhere. If the Board of Directors can obtain such coverage for reasonable amounts, it shall also obtain "all risk" coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Board, the Board may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense. Such insurance coverage shall be for the benefit of each Owner, and, if applicable,



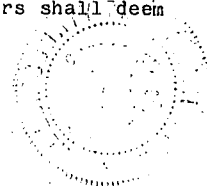
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the Mortgagee of each Owner.

All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Corporation as hereinabove set forth shall be paid to it or to the Board of Directors. In the event that the Board of Directors has not posted surety bonds for the faithful performance of their duties of such Directors or if such bonds do not exceed the funds which will come into its hands, and there is damage to a part or all of the Dwelling Unit resulting in a loss, the Board of Directors shall obtain and post a bond for the faithful performance of its duties in an amount to be determined by the Board, but not less than 150% of the loss, before the Board shall be entitled to receive the proceeds of the insurance payable as a result of such loss. The sole duty of the Board in connection with any such insurance proceeds shall be to receive such proceeds as are paid to hold the same for the purposes elsewhere stated herein, and for the benefit of the Owners. The proceeds shall be used or disbursed by the Corporation or the Board, as appropriate, only in accordance with the provisions of this Declaration.

Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Corporation, the Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the Invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms (i) that the Insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners, and (ii) that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Corporation does not elect to restore.

Section 2. Public Liability Insurance. The Corporation shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem



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appropriate from time to time; provided, such coverage shall be for at least One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Such comprehensive public liability insurance policy shall cover all of the Common Properties and shall insure the Corporation, the Board of Directors, any committee or organ of the Corporation or Board, any Managing Agent appointed or employed by the Corporation, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Real Estate, all Owners of Dwelling Units and all other persons entitled to occupy any Dwelling Unit. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Corporation or other Owners.

Section 3. Other Insurance. The Corporation shall also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation and occupational disease insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including but not limited to, liability insurance on vehicles owned or leased by the Corporation and officers' and directors' liability policies. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Corporation, the Board of Directors, and any Managing Agent acting on behalf of the Corporation. Each owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under the policies purchased by the Board of Directors the proceeds of which are payable to the Board of Corporation.

Section 4. General Provisions. The premiums for all insurance hereinabove described shall be paid by the Corporation as part of the Common Expenses. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Corporation, written notice of the obtainment thereof and of any subsequent changes

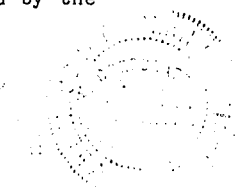
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therein or termination thereof shall be promptly furnished to each Owner or Mortgagee whose interest may be affected thereby, which notice shall be furnished by the officer of the Corporation who is required to send notices of meetings of the Corporation. All policies shall also contain an endorsement to the effect that such policy shall not be terminated for non-payment of premiums without at least thirty (30) days prior of written notice to the Mortgagee of each Dwelling Unit.

In no event shall any distribution of insurance proceeds for damage to Dwelling Units or Common Properties be made by the Board of Directors directly to an Owner where there is a mortgagee endorsement on the certificate of insurance or insurance policy or the Board has notice of Mortgagee as it applies to such Owner's share of such proceeds. In such event any remittances shall be to the Owner and his Mortgagee jointly. The same restriction on distribution shall apply to the distribution of any condemnation awards in connection with any taking of any of the Common Properties. Notwithstanding the foregoing under no circumstances shall any distribution of insurance proceeds in excess of amounts needed to repair damage or pay off any first mortgage or condemnation awards be made by the Corporation to any Owners or Mortgagees if to do so would be in violation of the Act or if the same would constitute a distribution of earnings, profits, or pecuniary gain to the members of the Corporation; in any such event, any such insurance proceeds or condemnation awards shall be retained by the Corporation for use in the payment of its expenses of operation.

Section 5. Insurance By Owners. Each Owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable, at his own expense, affording coverage upon his personal property, the contents of his Dwelling Unit, his personal property stored anywhere on the Real Estate, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Corporation.



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ARTICLE XII

Casualty and Restoration; Condemnation; Termination

Section 1. Casualty and Restoration. In the event of damage to or destruction of the structure or exterior of any Building or Dwelling Unit due to fire or any other casualty or disaster, the Corporation shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Corporation, if any, shall be applied to the cost of such repair and reconstruction.

If the insurance proceeds, if any, received by the Corporation as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Building or Dwelling Unit so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Corporation against all of the Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Building so damaged or destroyed to as near as possible the same condition as it existed immediately prior to the damage or destruction and with the same type of architecture.

Immediately after a fire or other casualty or disaster causing damage to any property for which the Board of Directors or Corporation has the responsibility of maintenance and repair hereunder, the Board shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires or deems necessary.

Encroachments upon any Dwelling Unit which may be created as a result of such reconstruction or repair of any building shall not



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constitute a claim or basis of a proceeding or action for the Owner upon whose Dwelling Unit such encroachment exists, provided that such reconstruction was either substantially in accordance with the original plans and specifications or as the Building was originally constructed.

Section 2. Total or Partial Condemnation. In the event of the condemnation of all or any part of the Common Properties or all or any part of any Building, or Dwelling Unit, the Board is hereby authorized to negotiate with the condemning authority and/or to contest an award made for the appropriation of such Common Properties, buildings or Dwelling Units. For the purpose of such negotiation and/or of contest of such award to the Board as to Buildings and Dwelling Units, the Board is hereby declared to be the agent and attorney-in-fact of any Owner affected by the condemnation. This appointment of the Board shall be deemed coupled with an interest and shall be irrevocable. Nothing contained herein, however, shall preclude any Owner from asserting any rights or claims to compensation which cannot be legally asserted by the Board.

Awards for the taking of all or part of a Building or Dwelling Unit shall be collected by the Board and distributed to the affected Owners. To the extent possible, negotiated awards or awards resulting from a contest shall specify the allocation of the award among Owners affected. In the event that an Owner does not agree with the distribution of an award, said Owner shall be entitled to have the dispute settled by arbitration. The protesting Owner shall appoint one arbitrator, the Board acting as agent for all other affected Owners shall appoint one arbitrator and the two appointed arbitrators shall appoint a third arbitrator. A majority decision of the arbitrators shall be binding on all Owners and shall be enforceable.

Section 3. Termination. In the event of condemnation of two-thirds (2/3) or more of the Dwelling Units in the subdivision, the remaining Owners may, by a majority vote terminate this Declaration and dissolve the Corporation, provided, however, that the restrictions set forth in the subdivision Plat and in Article XIII shall remain in

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full force and effect in accordance with the terms of the Plat and Article XVII of this Declaration.

ARTICLE XIII

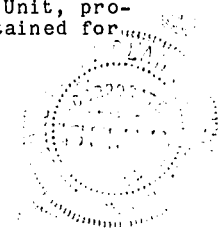
Restrictions, Covenants, and Regulations

Section 1. Restrictions on Use. The following covenants and restrictions on the use and enjoyment of the Dwelling Units and Common Properties shall be in addition to any other covenants or restrictions contained herein and in any subdivision plat of any part of the Real Estate heretofore or hereafter recorded, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Corporation. Present or future Owners or the Corporation shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violation thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

- (a) All Dwelling Units shall be used exclusively for residential purposes and for occupancy by a single family;
- (b) Nothing shall be done or kept in any Dwelling Unit, or on the Common Properties, which will cause an increase in the rate of insurance on any Dwelling Unit or the contents thereof or on any Common Properties. No Owner shall permit anything to be done or kept in his Dwelling Unit or on any of the Common Properties which result in cancellation of insurance on any Dwelling Unit or any part of the Common Properties, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.
- (c) No nuisance shall be permitted and no waste shall be committed in any Dwelling Unit.
- (d) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows of his Dwelling Unit or place on the outside walls of any building; and no sign, awning, canopy, shutter, or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any building without the prior consent of the Architectural Review Board.
- (e) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or any of the Common Properties, except that pet dogs, cats, or customary household pets may be kept in a Dwelling Unit, provided that such pet is not kept, bred or maintained for

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any commercial purposes, and does not create a nuisance. Pets shall be taken outdoors only under leash or other restraint and while attended by its owner and an Owner shall be fully liable for any injury or damage to persons or property, including the Common Properties, caused by his pet. The tethering of pets in any outdoor area does not constitute "attended". The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time including, but not limited to, a requirement that any Owner desiring to bring or maintain a pet on the Real Estate shall deposit with the Board a security deposit in an amount to be determined by the Board to cover any damage that may be caused by such pet to the Common Properties. Any such security deposit shall be returned to the Owner when the pet is permanently removed from the Real Estate, except to the extent said deposit has been used or is needed to repair damage caused by such pet. Any requirement for the deposition of such security deposit shall not be deemed to release or in any way limit an Owner's responsibility and liability for injury and damage caused by his pets. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Real Estate within ten (10) days after written notice from the Board to the respective Owner to do so.

- (f) No Dwelling Unit shall be used in any unlawful manner or in any manner which might cause injury to the reputation of the subdivision developed or to be developed on the Real Estate, or which might be a nuisance, annoyance, inconvenience, or damage to other Owners and occupants of Dwelling Units or neighboring property, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers, or other equipment or machines or loud persons.
- (g) No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on, or so as to be visible from any public street.
- (h) No industry, trade, or other commercial or religious activity, education or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Real Estate.
- (i) No "For Sale", "For Rent", or "For Lease" signs, or other signs, or other window or advertising display shall be maintained or permitted on any part of the Real Estate or any Dwelling Unit without the prior consent of the Board; provided, however, that the right is reserved by the Declarant and the Board to place or allow to be placed "For Sale" or "For Lease" signs on or about the Real Estate in connection with any unsold or unoccupied Dwelling Units and nothing contained herein shall be construed or interpreted to affect or restrict the activities of Declarant in the marketing, advertising, or sale of Dwelling Units as a part of the development of this subdivision.
- (j) All Owners and members of their families, their guests, or invitees, and all occupants of any Dwelling Unit or other persons entitled to use the same and to use and enjoy the Common Properties or any part thereof, shall observe and

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be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Properties.

- (k) No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini bikes, mopeds, or any other vehicles of any description other than normal passenger automobiles, shall be permitted, parked, or stored anywhere within the Real Estate; provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage. No repair work shall be done on the Real Estate on any vehicles, including passenger vehicles.
- (l) Each Owner shall keep his Dwelling Unit in good order, condition, and repair and free of debris, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Dwelling Unit shall fail to so maintain his Dwelling Unit, the Corporation after notice to the Owner and approval by two-thirds (2/3) vote of all Owners, shall have the right to enter upon said Dwelling Unit to correct, repair, maintain, and restore the Dwelling Unit. All costs incurred by the Corporation related to such correction, repair, maintenance, or restoration shall be and constitute a Special Assessment against such Dwelling Unit, payable by the Owner upon demand by the Corporation.
- (m) All garbage, trash, and refuse shall be stored in appropriate containers inside the Dwelling Units (including garages) and shall be kept therein until not earlier than sundown of the evening before scheduled trash collection. Garbage, trash, and refuse shall be placed in sealed disposable plastic bags or other containers approved by the Board for scheduled trash collection and shall be placed at such locations for trash collection as are designated by the Board.
- (n) Common Properties shall be used and enjoyed only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board.
- (o) Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat for the construction of poles, wires, and conduits, and the necessary or proper attachments in connection therewith for the transmission of utilities, telephone service, construction and maintenance of drains, sewers, pipe lines, gas, water, and heat and for any other public or quasi-public corporation engaged in supplying any one or more of the above utilities will have the right to enter upon said easements for any purpose for which said easements are reserved. All of said easements shall be kept free of permanent structures (except those installed by any such municipal, public or quasi-public corporation) and removal of any obstructions by any such utility company shall in no way obligate the utility company to pay damages or to restore any such removed obstruction to its original form. All such obstructions, whether temporary or permanent, shall be subject to the paramount rights of any such utility company to construct, install, repair, maintain, or replace its utilities and/or sewer installations.



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- (p) In addition to the utility easements herein designated, easements in the streets, as shown on this 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 body having jurisdiction thereof as to maintenance and repair of said streets.
- (q) Before any building or any Dwelling Unit in the subdivision shall be used or occupied as a dwelling, or as otherwise provided by the subdivision restrictions above, the Declarant, or any subsequent owner of said Dwelling Unit shall install all improvements serving said Dwelling Unit as provided in said plans and specifications for this subdivision with the Allen County Plan Commission. Before any Dwelling Unit located within the subdivision may be used or occupied, such user or occupier shall first obtain from the Zoning Administrator the improvement location permit and certificate of occupancy required by the Allen County Board of Zoning. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana, or by an aggrieved Dwelling Unit Owner in the subdivision.
- (r) The further dividing of any Dwelling Unit or combination of Dwelling Units within this subdivision once it has been approved by the Allen County Plan Commission is prohibited unless and until the Allen County Plan Commission has reviewed and approved the change.
- (s) No Dwelling Unit shall be located nearer than sixteen feet (16') to a public right-of-way. Buildings shall not be located nearer to each other than fifteen feet (15'). No Dwelling Unit shall be allowed on a Dwelling Unit Site unless its exterior dimensions are exactly uniform with the plat, thereby providing for a "zero" building setback requirement on all four (4) sides; however, to permit the sale of the Dwelling Unit Sites prior to construction of buildings and improvements thereto, each Dwelling Unit Site Owner is granted a temporary easement over adjoining premises for purposes of placing his foundation and erecting a building which might exceed the exact exterior dimensions at the Dwelling Unit Site shown on the plat at the time of the conveyance to him. It is the intention to erect the buildings on the Dwelling Unit Site, but form slippage, etc., may result in minor deviations. After all of the buildings are erected upon each Dwelling Unit Site, Declarant shall have an "as-built" survey prepared and an amended plat shall be submitted to the Allen County Plan Commission for approval, and upon approval shall be recorded in the Office of the Recorder of Allen County, Indiana. Said amended plat shall establish the correct and true dimensions of each Dwelling Unit Site, the common areas, and the exact location of all utility easements in the common areas as installed; and each Dwelling Unit Site Owner by acceptance and recordation of a deed hereby consents and grants a limited power of attorney to Declarant, or his successor or assigns to prepare, submit and record such amended plat and as their attorney-in-fact, to consent and ratify such an amended plat showing the "as-built" location of the buildings and utilities in the development.
- (t) By acceptance and recordation of a deed, each Dwelling Unit Owner shall grant a license to The Communities of Chadwick Homeowner's Association, Inc., to permit landscaping and other decorative devices to touch or attach to the exterior of the buildings erected on each

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of the Dwelling Unit Sites and access to the exterior of the buildings and roofs for maintenance and repair.

- (u) Each of the Dwelling Unit owners is granted a license to encroach upon adjoining property which is designated Common Area on the plat; for the purpose of locating or attaching to the side of their buildings any necessary appurtenances for normal residential use, such as meters, electrical panels, vents, water service, air conditioning, or any device necessary to provide utility services to said residences.

- (v) Flood Protection Grades are hereby established for the respective units, as follows:

Units 1-20 - Flood Protection Grade = or not less than 791.0 feet Mean Sea Level

Units 21-30 - Flood Protection Grade = or not less than 790.5 feet Mean Sea Level

Notwithstanding anything to the contrary contained herein or in the Articles or By-Laws, including but not limited to any covenants and restrictions set forth herein or otherwise, Declarant shall have, until the Applicable Date, the right to use and maintain the Common Properties and any Dwelling Units owned by Declarant and other portions of the Real Estate (other than individual Dwelling Units owned by Persons other than Declarant), all of such number and size and as such locations as Declarant in its sole discretion may determine, as Declarant may deem advisable or necessary in its sole discretion to aid in the construction and sale of Dwelling Units or for the conducting of any business or activity attendant thereto, including, but not limited to, model Dwelling Units, storage areas, construction yards, signs, construction offices, sales offices, management offices, and business offices. Declarant shall have the right to relocate any or all of the same from time to time as it desires. At no time shall any of such facilities so used or maintained by Declarant be or become part of the Common Properties, unless so designated by Declarant, and Declarant shall have the right to remove the same from the Real Estate at any time.

ARTICLE XIV

Amendment of Declaration

Section 1. Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner and shall, prior to becoming effective,

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tive, be subject to the approval of the Allen County Plan Commission:

- (a) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.
- (b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.
- (c) Meeting. The resolutions concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws.
- (d) Adoption. Any proposed amendment to this Declaration must be approved during the first twenty years by a vote of the Owners to which not less than ninety percent (90%) of the votes of the Corporation are allocated and thereafter by seventy-five percent (75%) of such Owners. The instrument of amendment must be signed by such Owners and recorded.
- (e) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Corporation and shall be recorded in the Office of the Recorder of Allen County, Indiana, and such amendment shall not become effective until so recorded.

Section 2. Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein, the Declarant shall have and hereby reserves the right and power, acting alone and without the consent or approval of the Owners, the Corporation, the Board of Directors, any Mortgagees or any other Person to amend or supplement, subject to the approval of the Allen County Plan Commission, this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other government agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Dwelling Units, (c) to bring this Declaration into compliance with any statutory requirements, or (d) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to any

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amendments described in this Section 2 on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute, and record any such amendments. The right of Declarant to act pursuant to the rights reserved or granted under this Section 2 shall terminate at such time as the Declarant no longer holds or controls title to any part or portion of the Real Estate.

ARTICLE XV

Acceptance and Ratification

All present and future Owners, Mortgagees, tenants, and occupants of the Dwelling Units, and other Persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Declaration, the Articles, the By-Laws and the rules and regulations as adopted by the Board of Directors, as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the Articles, the By-Laws and rules and regulations, as each may be amended or supplemented from time to time, are accepted and ratified by such Owner, tenant, or occupant, and all such provisions shall be covenants running with the land and shall bind any Person having at any time any interest or estate in a Dwelling Unit or the Real Estate, all as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All Persons who may own, occupy, use, enjoy, or control a Dwelling Unit or any part of the Real Estate in any manner shall be subject to this Declaration, the Articles, the By-Laws, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

ARTICLE XVI

Negligence

Each Owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his negligence or by that

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of any member of his family or his or their guest, employees, agents, invitees, or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Corporation. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy, or abandonment of his Dwelling Unit or its appurtenances or of the Common Properties.

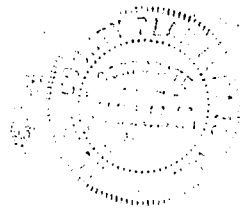
ARTICLE XVII

Benefit and Enforcement

This Declaration and the Restrictions shall run with and bind the Real Estate for a term commencing on the date this Declaration is recorded in the Office of the Recorder of Allen County, Indiana, and expiring thirty (30) years thereafter, after which time they shall be automatically extended for successive periods of ten (10) years each unless by vote of a majority of the then Owners of the Dwelling Units it is agreed to change this Declaration or the Restrictions in whole or in part, or to terminate the same.

In the event of a violation, or threatened violation, of any of the covenants, conditions, or restrictions set forth in this Declaration, Declarant (so long as Declarant remains an owner of any part of the Real Estate), the Board, or any Owner shall have the right to enforce the covenants, conditions, and restrictions contained herein and to pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions, and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof. The failure or delay at any time of Declarant, the Corporation, the Owners, or any other Person entitled to enforce this Declaration and the Restrictions, to enforce any of the same shall in no event be deemed a waiver of the same, or of the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

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ARTICLE XIII

No additional real estate may be annexed to the Real Estate by the Declarant or made subject to this Declaration of Covenants, conditions, and Restrictions at any time.

ARTICLE XIX

FHA and VA Approval

As long as there is a Class B membership in the Corporation, amendments of this Declaration pursuant to Article XIV and annexation of additional real estate must receive the prior written approval of FHA and VA.

ARTICLE XX

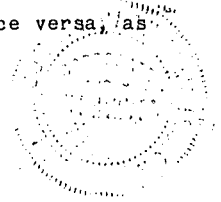
Miscellaneous

Section 1. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required by this Declaration, the Articles or the By-Laws, or to comply with any provision of this Declaration, the Articles, the By-Laws, or the rules and regulations adopted pursuant thereto, as each may be amended from time to time, the Corporation shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such default or failure.

Section 2. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Properties or by abandonment of his Dwelling Unit.

Section 3. Severability Clause. The invalidity of any covenant, restriction, condition, limitation, or other provisions of this Declaration, the Articles or by the By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles, or the By-Laws and each shall be enforceable to the greatest extent permitted by law.

Section 4. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

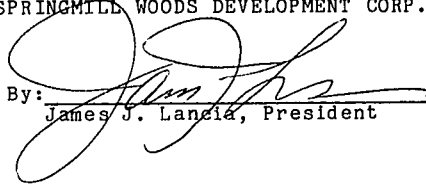


8 6 3 7 9 7 2

Section 5. Interpretation. The captions and titles of the various articles, section, sub-sections, paragraphs, and sub-paragraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or constructing this Declaration or any provision hereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year first hereinabove set forth.

SPRINGMILL WOODS DEVELOPMENT CORP.

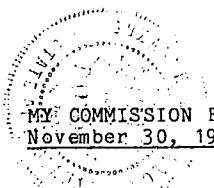
By: 

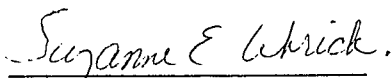
James J. Lancia, President

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a Notary Public in and for said County and State, personally appeared James J. Lancia, the President of Springmill Woods Development Corp., an Indiana corporation, and acknowledged the execution of the above and foregoing instrument for and on behalf of said corporation and by its authority for the purposes and uses therein set forth.

WITNESS my hand and Notarial Seal this 20th day of June, 1986.


MY COMMISSION EXPIRES:
November 30, 1987


Suzanne E. Uhrick,
Notary Public
County of Residence: Allen

This instrument prepared by: Dennis J. Grotrian, Attorney, Suite 200
Metro Building, Fort Wayne, Indiana, 46802.



8 6 3 7 9 7 2



MAY 20 2021

2021033565
RECORDED: 05/20/2021 02:08:18 PM
ANITA MATHER
ALLEN COUNTY RECORDER
FORT WAYNE, IN


AUDITOR OF ALLEN COUNTY

RESTRICTIVE COVENANT

This Restrictive Covenant ("Covenant"), dated as of the date recorded on the signature page, is made by Burlington Properties, LLC ("Owner").

RECITALS

By virtue of that certain Limited Liability Company Quitclaim Deed dated December 19, 2012, and recorded on December 27, 2012, as Document Number 2012073630 in the Office of the Recorder of Allen County, Indiana, ✓
Owner is the fee simple owner of certain real estate located in Allen County, Indiana, which is legally described in the attached Exhibit "A," which is incorporated herein by reference ("Real Estate").

DECLARATION

NOW, THEREFORE, Owner declares that the Real Estate is hereby subjected to and impressed with this Covenant and every part of the Real Estate shall be owned, leased, transferred, developed, improved, occupied and otherwise used in compliance herewith.

1. **NO FILL IN THE FLOODWAY.** Owner acknowledges that no fill has been placed since September 28, 1990, within the designated regulatory floodway, as determined on the current Flood Insurance Rate Map 18003C0189G, and shown on Exhibit "B" ("Certified Survey"). Further, Owner, and each subsequent owner of the Real Estate, shall not place fill within the regulatory floodway, as long as floodway is shown on the effective Flood Insurance Rate Map and the Real Estate has not been removed from the floodway by the Federal Emergency Management Agency, or successor agency.

2. **BINDING EFFECT, MODIFICATION, TERMINATION.** This Covenant shall run with the Real Estate and shall be binding upon Owner, each subsequent owner of the Real Estate and each other person acquiring an interest in the Real Estate, unless this Covenant is modified or terminated as provided below. The Recitals are incorporated herein by reference and are expressly made a part of this Covenant. This Covenant may be modified or terminated only in writing signed by either the Allen County Zoning Administrator or the Allen County Plan Commission.

3. **RECORDING.** Owner shall, at Owner's sole expense, record this Covenant with the Allen County Recorder and shall provide two copies of the recorded Covenant to the Allen County Zoning Administrator.

4. **ENFORCEMENT.** Only the Allen County Zoning Administrator and/or the Allen County Plan Commission shall be entitled to enforce this Covenant. The Allen County Zoning Administrator and the Allen County Plan Commission shall be entitled to all legal and equitable remedies available (including specific performance, injunctive relief, the recovery of reasonable attorneys' fees, and any and all other remedies provided by state statute or the Allen County Zoning Ordinance) for any violation of this Covenant. If fill is placed within the regulatory floodway in violation of this Covenant, the Owner, and Owner's successors and assigns shall be responsible for all costs of removing the fill and returning the filled area to the elevations shown on the applicable Flood Insurance Rate Map. A violation of this Covenant shall be deemed a violation of the Allen County Zoning Ordinance. Remedies under this Covenant and the Allen County Zoning Ordinance shall be cumulative, not exclusive.

{11326/123/00327742-2RWE}

METROPOLITAN TITLE OF IN
9604 COLDWATER ROAD
SUITE 105
FORT WAYNE IN 46825
COURTNE 21



5. **EFFECTIVE DATE.** This Covenant shall be effective when this Covenant is recorded in the Office of the Recorder of Allen County, Indiana;

IN WITNESS WHEREOF, the undersigned has caused this Covenant to be executed the day and year first written above.

Burlington Properties, LLC
OWNER
by: Matthew J Lancia Member
Signature
Matthew J Lancia
Print

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned Notary Public in and for said County and State, this 12 day of May, 2021, personally appeared Matthew J Lancia, as a member of Burlington Properties, LLC, and acknowledged the execution of the foregoing Commitment.

WITNESS my hand and Notarial Seal.

My commission expires:

 **CINDY A. SWIFT, Notary Public**
Allen County, State of Indiana
Commission Number NP0697261
My Commission Expires February 27, 2025

Cindy A Swift
_____, Notary Public
(Printed Name)

Resident of _____ County, Indiana

This instrument prepared by: Joseph R. Herendeen, PS,
at address 14033 Illinois Road, Suite C, Fort Wayne, IN 46814.

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 /s/ Joseph R. Herendeen, PS

F:\Surveys\Book 138\138_114_LOMA files\138_114_Fill Covenant.docx

{11326/123/00327742-2RWE}



Exhibit "A"

2012073630

RECORDED: 12/27/2012 09:14:51 AM

JOHN MCGAULEY

ALLEN COUNTY RECORDER

FORT WAYNE, IN

LIMITED LIABILITY COMPANY QUITCLAIM DEED

Wayne
Perry
St Joe
Wash
Abolite

THIS INDENTURE WITNESSETH, that **WATERFORD ENTERPRISES, LLC**, an Indiana limited liability company ("Grantor"), *QUITCLAIMS* to **BURLINGTON PROPERTIES, LLC**, an Indiana limited liability company ("Grantee"), in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all of Grantors interest in the following described real estate in Allen County, in the State of Indiana:

Various parcels as listed on Exhibit "A" attached hereto and made a part hereof.

The undersigned person executing this deed represents and certifies on behalf of the Grantor, that the undersigned is a Member of the Grantor and has been fully empowered by proper resolution, or the terms of the Operating Agreement of the Grantor, to execute and deliver this deed; that the Grantor is a limited liability company in good standing in the State of its origin and, where required, in the State where the subject real estate is situate; that the Grantor has full capacity to convey the real estate described; and that all necessary Company action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 19th day of December, 2012.

WATERFORD ENTERPRISES, LLC

By: _____

James J. Lancia, Member

DEC 21 2012

Stacy O'Neil
ALLEN COUNTY RECORDER

No Disc
13 X 5 = 65.00

DEC 26 2012

Jera K. Klutz
AUDITOR OF ALLEN COUNTY

30+1 NC

STATE OF INDIANA

§§:

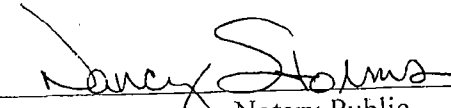
COUNTY OF ALLEN

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared James J. Lancia, a Member of WATERFORD ENTERPRISES, LLC, who acknowledged the execution of the foregoing deed for and on behalf of said Grantor and who, having been duly sworn, stated that the representations therein contained are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 19th day of December, 2012.

My Commission Expires:

March 7, 2017



Notary Public
Printed: Nancy Storms
County of Residence: Allen



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

This Instrument Prepared by: Dennis D. Sutton, Attorney at Law

After Recording Return to: Burt, Blee Box #11

Grantee's Address:

5315 Turnbridge Crossing
Fort Wayne, IN 46815

Tax Bill Address:

5315 Turnbridge Crossing
Fort Wayne, IN 46815

EXHIBIT "A"
LEGAL DESCRIPTIONS

- 1. Dwelling Unit Number 17 in the Community of Chadwick, Section I, as shown on the Plat thereof, recorded September 26, 1986, as Document Number 86-037972, in the Office of the Recorder of Allen County, Indiana.

Property Address: 6334 Langwood Blvd., Fort Wayne, IN 46835
Parcel Number: 02-08-15-102-019.000-072

St Joe

- 2. Dwelling Unit Number 18 in the Community of Chadwick, Section I, as shown on the Plat thereof, recorded September 26, 1986, as Document Number 86-037972, in the Office of the Recorder of Allen County, Indiana.

Property Address: 6336 Langwood Blvd., Fort Wayne, IN 46835
Parcel Number: 02-08-15-102-020.000-072

St Joe

- 3. Dwelling Unit Number 3 in Springmill Woods, as recorded in Plat Record 46, pages 126-138, in the Office of the Recorder of Allen County, Indiana.

Property Address: 4904 Pinebrook Drive, Fort Wayne, IN 46804
Parcel Number: 02-12-08-152-040.000-074

Wayne

- 4. Dwelling Unit Number 32 in Springmill Woods, as recorded in Plat Record 46, pages 126-138, in the Office of the Recorder of Allen County, Indiana.

Property Address: 5138 Pinebrook Drive, Fort Wayne, IN 46804
Parcel Number: 02-12-08-152-006.000-074

Wayne

- 5. Lot Numbered 47 in Abbey Place Villas, Section II, according to the plat thereof, recorded in Plat Cabinet C, page 139, in the Office of the Recorder of Allen County, Indiana.

Property Address: 7459 Montclair Drive, Fort Wayne, IN 46804
Parcel Number: 02-11-01-307-011.000-075

Abote

- 6. Lot Number 58 in Abbey Place Villas, Section II, according to the plat thereof, recorded in Plat Cabinet C, page 139, in the Office of the Recorder of Allen County, Indiana.

Property Address: 7401 Montclair Drive, Fort Wayne, IN 46804
Parcel Number: 02-11-01-329-011.000-075

Abote

7. Lot Number 41, Winchester Ridge, according to the plat thereof, recorded in Plat Cabinet C, page 100, in the Office of the Recorder of Allen County, Indiana

Property Address: 8833 Winchester Ridge Drive, Fort Wayne, IN 46819
Parcel Number: 02-12-35-379-013.000-068

Wayne

8. Lot Numbered 60, Fall Creek, Section II, according to the plat thereof, recorded in the Office of the Recorder of Allen County, Indiana.

Property Address: 1309 Misty River Drive
Parcel Number: 02-12-04-102-022.000-076

Wayne

9. Lot Number 6 in Oak Glen, Section I, as recorded in Plat Cabinet C, page 193 and Document Number 970067505, in the Office of the Recorder of Allen County, Indiana.

Property Address: 3411 Bluefield Place, Fort Wayne, IN 46818
Parcel Number: 02-02-31-352-007.000-091

Perry

10. Lot Number 9 in Oak Glen, Section I, as recorded in Plat Cabinet C, page 193 and Document Number 970067505, in the Office of the Recorder of Allen County, Indiana.

Property Address: 10605 Kentfield Place, Fort Wayne, IN 46845
Parcel Number: 02-02-31-353-010.000-091

Perry

11. The East 290.0 feet of the North 370.0 feet of the Southwest quarter of Section 16, Township 31 North, Range 13 East, in Allen County, Indiana, more particularly described as follows, to-wit:

Beginning at the Northeast corner of said Southwest quarter; thence South 89 degrees 42 minutes West (deed bearing and is used as the basis for the bearings in this description), on and along the North line of said Southwest quarter, being within the right-of-way of Evard Road, a distance of 290.0 feet; thence South 00 degrees 00 minutes East and parallel to the East line of said Southwest quarter, a distance of 370.0 feet; thence North 89 degrees 42 minutes East and parallel to said North line, a distance of 290.0 feet to a point on the East line of said Southwest quarter; thence North 00 degrees 00 minutes West on and along said East line, a distance of 370.0 feet to the point of beginning.

Property Address: 5402 Evard Road, Fort Wayne, IN 46835
Parcel Number: 02-08-16-330-001.000-072

St Joe

12. Commencing at the Northwest corner of the Northwest quarter of Section 15, Township 31 North, Range 13 East, Allen County, Indiana; thence proceeding along the North line of the aforementioned Section South 89 degrees 00 minutes 48 seconds East, a distance of 511.89 feet to the point of beginning; thence continuing along the North line of the aforementioned Section said line also being the centerline of Rothman Road South 89 degrees 00 minutes 48 seconds

East, a distance of 500.00 feet to the Northwest corner of Hillsboro, Section III, a subdivision in the aforementioned Section; thence along the Western most boundary of Hillsboro, Section III, along the following described courses; South 00 degrees 59 minutes 12 seconds West, a distance of 266.68 feet; thence South 10 degrees 14 minutes 11 seconds West, a distance of 70.87 feet; thence South 09 degrees 36 minutes 08 seconds West, a distance of 280.64 feet; thence South 13 degrees 18 minutes 16 seconds East, a distance of 53.34 feet; thence leaving the Western boundary of Hillsboro, Section III, North 82 degrees 46 minutes 20 seconds West, a distance of 447.44 feet; thence North 00 degrees 24 minutes 02 seconds West, a distance of 617.32 feet to the point of beginning containing 7.00 acres more or less.

Property Address: 6502 Rothman Road, Fort Wayne, IN 46835

Parcel Number: 02-08-15-101-003.000-072

st Joe

- 13. Part of Lot Number 3 in Rousseau's Outlot, according to the plat thereof, recorded in Plat Record 7, page 50, in the Office of the Recorder of Allen County, Indiana and being in the Northeast One-quarter of Section 3, Township 31 North, Range 12 East, Allen County, Indiana and more particularly described as follows:

Commencing at the southwest corner of the Northeast One-quarter of Section 3 as marked by the Harrison monument found; thence North 90 degrees 00 minutes 00 seconds East along the south line of said Northeast One-quarter, a distance of 150.17 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 433.09 feet to a five-eighths inch diameter steel pin with D&A Firm No. 0026 identification cap set at the point of beginning.

BEGINNING at the above described point; thence North 00 degrees 18 minutes 19 seconds East, a distance of 72.37 feet to a five-eighths inch diameter steel pin set with D&A Firm No. 0026 identification cap; thence South 89 degrees 41 minutes 41 seconds East, a distance of 143.93 feet to a five-eighths inch diameter steel pin set with D&A Firm No. 0026 identification cap; thence South 00 degrees 18 minutes 19 seconds West, a distance of 72.37 feet to a five-eighths inch diameter steel pin set with D&A Firm No. 0026 identification cap; thence North 89 degrees 41 minutes 41 seconds West, a distance of 143.93 feet to the point of beginning, containing 0.239 acres, more or less (10,416 square feet).

Property Address: _____ Lima Road, Fort Wayne, IN 46818

Parent Parcel Number: 02-07-03-252-007.000-073

split
Washington

Survey No. 212354

Sheet 2 of 3

Date December 10, 2012

Kerry D. Dickmeyer, L.S. #S0243

Brian W. Jacquay, L.S. #20100090

Sorn P. Sirivath, L.S. #20400020

DICKMEYER & ASSOCIATES

Engineers-Surveyors, Inc.

6018 East State Boulevard

Fort Wayne, Indiana 46815-7639

Office: 260-749-0125 Fax: 260-749-0921

SURVEY PLAT

THIS DOCUMENT IS A REPRESENTATION OF A RETRACEMENT OR ORIGINAL SURVEY
OF LAND IN WASHINGTON TOWNSHIP, ALLEN COUNTY, INDIANA MADE IN ACCORDANCE
WITH THE RECORDS ON FILE IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

New Parcel Description

Part of Lot #3 in Rousseau's Outlot, according to the plat thereof, recorded in Plat Record 7, page 50 in the Office of the Recorder of Allen County, Indiana and being in the Northeast One-quarter of Section 3, Township 31 North, Range 12 East, Allen County, Indiana and more particularly described as follows:

Commencing at the southwest corner of the Northeast One-quarter of Section 3 as marked by the Harrison monument found; thence North 90 degrees 00 minutes 00 seconds East along the south line of said Northeast One-quarter, a distance of 150.17 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 433.09 feet to a five-eighths inch diameter steel pin with D&A Firm No. 0026 identification cap set at the point of beginning.

BEGINNING at the above described point; thence North 00 degrees 18 minutes 19 seconds East, a distance of 72.37 feet to a five-eighths inch diameter steel pin set with D&A Firm No. 0026 identification cap; thence South 89 degrees 41 minutes 41 seconds East, a distance of 143.93 feet to a five-eighths inch diameter steel pin set with D&A Firm No. 0026 identification cap; thence South 00 degrees 18 minutes 19 seconds West, a distance of 72.37 feet to a five-eighths inch diameter steel pin set with D&A Firm No. 0026 identification cap; thence North 89 degrees 41 minutes 41 seconds West, a distance of 143.93 feet to the point of beginning, containing 0.239 acres, more or less, (10416 square feet).

Survey No. 212354

Sheet 3 of 3

Kerry D. Dickmeyer, L.S. #50243

Brian W. Jacquay, L.S. #201000

DICKMEYER & ASSOCIATES

Engineers-Surveyors, Inc.

6018 East State Boulevard, Fort Wayne, Indiana 46815-7639

Office: [REDACTED] Fax: 260-749-0921

SURVEYOR'S REPORT

Sorn P. Sirivath, L.S. #20400020

IN ACCORDANCE WITH RULE 12 OF TITLE 865 OF THE INDIANA ADMINISTRATIVE CODE, THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE VARIOUS UNCERTAINTIES OF THE LOCATION OF LINES AND CORNERS ESTABLISHED ON THIS SURVEY AS A RESULT OF THE AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS. INCONSISTENCIES IN OCCUPATION OR POSSESSION LINES, DISCREPANCIES OR AMBIGUITIES IN RECORD DESCRIPTIONS AND PLATS, AND RELATIVE POSITIONAL ACCURACY OF THE MEASUREMENTS. REFER TO THE GRAPHIC PORTION OF THIS SURVEY FOR ADDITIONAL INFORMATION REGARDING THIS DISCUSSION. CONTRACT REQUIREMENTS: THIS SURVEY WAS COMPLETED IN ACCORDANCE WITH TITLE 865 INDIANA ADMINISTRATIVE CODE 1-12-12. THIS SURVEY IS CERTIFIED TO THE NAMED PARTIES BELOW AND MAY NOT BE RELIED UPON BY ANY OTHER PERSON, PERSONS OR ENTITY FOR ANY PURPOSE. THERE ARE NO INTENDED THIRD PARTY BENEFICIARIES OF THIS SURVEY OR ANY MATTERS CONTAINED HEREON. THE LIABILITY OF THE SURVEYOR AND DICKMEYER & ASSOCIATES ENGINEERS-SURVEYORS, INC. IS LIMITED TO THE PARTIES TO WHICH THE SURVEY IS CERTIFIED AND ONLY AS TO THOSE MATTERS WHICH EXIST UPON THE SURVEYED REAL ESTATE AS TO THE DATE OF CERTIFICATION AND WHICH HAVE BEEN SURVEYED PURSUANT TO THE STANDARDS AND SPECIFICATIONS AS SET FORTH HEREIN.

This is an original survey of a 0.239 acre parcel situated in the Northeast One-quarter of Section 3, Township 31 North, Range 12 East, Allen County, Indiana. This survey was completed without the benefit of a title commitment or abstract of title. A complete title search may reveal facts that may change portions of this survey. Client has requested we provide an original survey of said 0.239 acres. This new parcel was subdivided from the parent tract described in DOC. #980010447 as directed by client.

- A) **AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS:** In our field research for this survey, we located a sufficient number of adjacent monuments (as shown on the graphic segment of this survey), which in our opinion, provided us with enough data to verify or reestablish the deed location of the subject property relative to the applicable found and accepted as adjacent deed boundaries. Unless noted otherwise on this survey, all found monuments are flush with the ground, in good material condition and firmly set in the ground. The following monumentations were accepted as the best available evidence of the location of Public Land System corners:

- southwest corner of the NE 1/4 Section 3.....Harrison monument found with County Surveyor's Witnesses
- southeast corner of the NE 1/4 Section 3.....survey marker found with County Surveyor's Witnesses

The original monuments for this parcel were set as shown on sheet no. 1.

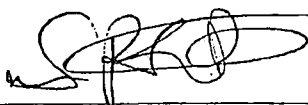
THEORY OF LOCATION: Based on the monuments found and the comparison of measurements taken between monuments and deeded dimensions, the line between the monuments found at the southwest and southeast corners of the Northeast One-quarter of Section 3 was held as the baseline for this survey. This line was used because the terminal ends appeared to be undisturbed and County Surveyor's referenced monuments. This line has been assigned an assumed bearing of North 90 degrees 00 minutes 00 seconds East (basis of bearings). The boundary lines of this parcel were established by the outer most edge of the building. It is my opinion that the uncertainty associated with these corners is 0.1 feet based on measurements relative to the baseline.

- B) **OCCUPATION OR POSSESSION LINES:** Items, such as fences, indicating occupation or possession lines, are shown on the graphic portion of this survey with dimensions indicating their position relative to the lines and corners of this survey. The dimensions are given to the nearest tenth of a foot to illustrate the difference of the inconsistencies between said occupation or possession lines with the deed or plat line(s). Any uncertainty associated with these items is limited to the significant figures indicated by the dimensions. The outer most edge of the building is the possession line.
- C) **CLARITY OR AMBIGUITY OF RECORD DESCRIPTIONS:** There are no apparent discrepancies in the record deeds in this area. Copies of Document Numbers 980010447 and 980016847 were reviewed and used in the completion of this survey.
- D) **RELATIVE POSITIONAL ACCURACY OF MEASUREMENTS:** The relative positional accuracy of measurements performed on this survey is within a URBAN Class survey due to random errors in measurement, equipment and trained personnel as defined in I.A.C. 865 1-12-7.

It is not the intent of this survey or Surveyor to determine ownership, rights of ownership nor title of the property. There are no front build line, sideyard or rear yard setbacks given on the record deed and written evidence of setbacks has not been provided to this office as required by State Statute 865 IAC 1-12-13 (12) & (13).

THIS SURVEY WAS PERFORMED BY, OR UNDER, THE RESPONSIBLE DIRECTION OF THE UNDERSIGNED REGISTERED LAND SURVEYOR AND TO THE BEST OF SAID REGISTERED LAND SURVEYOR'S KNOWLEDGE AND BELIEF, SAID SURVEY WAS EXECUTED ACCORDING TO THE APPLICABLE SURVEY REQUIREMENTS OF TITLE 865 I.A.C. - 1-12.

SIGNATURE



DATE: December 10, 2012

VALID ONLY WITH ORIGINAL HAND AND SEAL

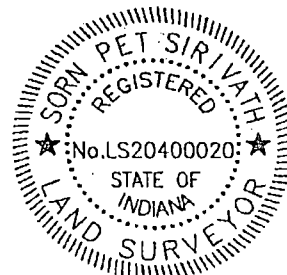


Exhibit B

PLAT OF SURVEY

RAMBLEWOOD DRIVE

EVARD ROAD

S 86°58' W

290.0' Act. & Rec.

West Closing Quarter
Corner, Sec. 16,
T. 31 N., R. 13 E.
(No Mon. Found)

Lot #102

Lot #103

Lot #104

Lot #105

Brookside Park, Section C
(Plot Rec. 25, pp. 23-25)

--- 2009 SFHA by Natural Existing Contour

Beginning Benchmark:
INDOT CORS Base Station RCTM0009, located at INDOT Fort Wayne, 5333 Hatfield Road, Fort Wayne, IN
Base Station Elev.=863.76

Site Benchmark #1:
North rim of existing manhole located 19.5 feet South and 61 feet East of the Northwest corner of subject tract.
Elev.=785.83

Site Benchmark #2:
Top nut of existing fire hydrant located 74.4 feet West and 119.5 feet North of the Southeast corner of subject tract.
Elev.=789.98

The flood zone shown is Zone AE. The Base Flood Elevation from 2013 FIS Plate No. 87P at the location of the existing buildings is 786.6 feet NAVD'88. This BFE has been confirmed by the Indiana DNR on-line flood determination page at: <https://dnrmaps.dnr.in.gov/appsphp/fdms/>.

NOTE: All elevations on this sheet are NAVD'88.

AREA=2.46 acres
Burlington Properties, LLC
(Doc. 2012073630)

2 Story Frame & Brick Building
F.F.E.=789.53

2 Story Frame Building
F.F.E.=789.53

2 Story Frame Building
F.F.E.=789.48

2 Story Frame Building
F.F.E.=789.48

290.0' Act. & Rec.

N 86°58' E

Allen County Community
Development Corporation
(Doc. 203084174)

Center of Sec. 16,
T. 31 N., R. 13 E.
(Survey nail found. Rush)

Lot #66

Lot #67

Centerhurst Addition, Section IV
(Plot Rec. 26, pp. 54-55)

Cummins
(Doc. 201209857)

Morris
(Doc. 730006693)

#4 Rebar Find.
On-line, On. 0.7

#4 Rebar Find.
On-line, On. 0.7

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RECORD DESCRIPTION: (as described in Document Number 2012073630)

The East 290.0 feet of the North 370.0 feet of the Southwest quarter of Section 16, Township 31 North, Range 13 East, in Allen County, Indiana, more particularly described as follows, to-wit:

Beginning at the Northeast corner of said Southwest quarter; thence South 89 degrees 42 minutes West (deed bearing and is used as the basis for the bearings in this description), on and along the North line of said Southwest quarter, being within the right-of-way of Evard Road, a distance of 290.0 feet; thence South 00 degrees 00 minutes East and parallel to the East line of said Southwest quarter, a distance of 370.0 feet; thence North 89 degrees 42 minutes East and parallel to said North line, a distance of 290.0 feet to a point on the East line of said Southwest quarter; thence North 00 degrees 00 minutes West on and along said East line, a distance of 370.0 feet to the point of beginning.

Last Deed of Record: Doc. 2012073630
Last Date of Fieldwork: February 9, 2021

This property appears to lie within Zone AE Floodway as the description plots by scale on Flood Insurance Rate Map No. 18003C 0189G, effective August 3, 2009.

CERTIFICATE OF SURVEY

This document is a record retracement survey of real estate prepared under IAC Title 865, Article 1, Rule 12 and in conformity with established practices of surveying and made in accordance with the record on file in the Office of the Recorder of Allen County, Indiana. The land described exists in full dimensions as shown hereon in feet. It is free from encroachments either way across boundary lines unless specifically stated hereon. Corners were perpetuated as indicated.

I, Joseph R. Herendeen, 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. I further certify the above statements to be correct to the best of my information, knowledge, and belief.

Joseph R. Herendeen
Indiana Professional Surveyor
Date: 03/02/2021



SURVEYOR'S REPORT

Prepared as a part of the foregoing survey.

Address: 5402-5448 Evard Road, Fort Wayne, IN 46835

This survey is intended to retrace the record boundaries of a tract of real estate described in a Limited Liability Company Quitclaim Deed from Waterford Enterprises, LLC, to Burlington Properties, LLC, dated December 19, 2012, and recorded in Document Number 2012073630 in the Office of the Recorder of Allen County, Indiana.

In Accordance with Title 865, Article 1.1, Chapter 12, Sec. 1 et. seq. of the Indiana Administrative Code, the following observations and opinions are submitted regarding various uncertainties in (a) reference monuments, (b) lines of occupation, (c) record descriptions, and (d) those uncertainties due to random errors in measurement ("relative positional accuracy"). There may be unwritten rights associated with these uncertainties.

REFERENCES: A copy of the following documents were reviewed in completion of this survey:

- The deeds of the subject tract and the adjoining tracts, as shown on the plat of survey.
- Allen County Surveyor's Section Corner Records.
- The plat of Centerhurst Addition, Section IV, Plat Record 26, pages 54-55.
- The plat of Brookside Park, Section C, Plat Record 28, pages 23-25.

(A) AVAILABILITY OF REFERENCE MONUMENTS:

The existing monuments of the Public Land Survey corners were held as controlling corners and were used as the basis for this survey. The found monuments are considered by the undersigned surveyor to be "local corners" which are subject to undiscovered evidence regarding the true location of said corners. The corners of subject tract are marked as shown on the survey certificate in conformity with said survey monuments. Uncertainties based on existing monuments are not readily determinable due to the use of said local corners. The following monument was accepted as the location of the Public Land Survey corners:
-The Center of Section 16.....Undocumented survey nail found.
-The South Quarter corner of Section 16.....Undocumented #5 rebar found with Brown cap.
-The West closing Quarter corner of Section 16.....No monument evidence found.

Due to a lack of found monuments at the West closing Quarter corner of Section 16, the North line of the Fractional Southwest Quarter was established from the Center of said Section 16, through a point at record distance Westerly from said Center of Section 16 and Northerly from a #4 rebar at the Southwest corner of subject tract. The East line of the Fractional Southwest Quarter was established between the above-referenced monuments. Uncertainties due to variances between all found monuments and record distances were determined to be 0.6 feet in any direction.

(B) OCCUPATION AND/OR POSSESSION LINES:

Occupation and/or possession lines near the perimeter of subject tract are shown on the plat of survey with the variances from the boundary lines as established in this survey. Encroachments and/or discrepancies may be buried or otherwise obscured by natural or man-made obstructions. A privacy fence from a West adjoining tract extends and lies from 1.4 feet to 4.5 feet East of the West line of subject tract, as shown on the Plat of Survey. Uncertainties based upon existing occupation and/or possession lines vary from the lines established in this survey by a maximum of 4.5 feet in the East-West direction.

(C) AMBIGUITY OF RECORD DESCRIPTIONS:

Upon review of the most current deeds of record, the base tract description does not contain any ambiguity with any of the adjoiners' descriptions. Therefore, there are no uncertainties based upon record descriptions.

(D) RELATIVE POSITIONAL ACCURACY:

The relative positional accuracy representing the uncertainty due to random errors in measurements of the corners established in this survey is less than or equal to the specifications for a Suburban Survey (0.13 feet plus 100 ppm) as defined by IAC 865.

(E) ESTABLISHMENT OF LINES AND CORNERS:

1. The East line of subject tract was established on and along the East line of the Fractional Southwest Quarter.
2. The North line of subject tract was established on and along the North line of the Fractional Southwest Quarter.
3. The South line of subject tract was established between a deed point on the East line of the Fractional Southwest Quarter and a #4 rebar at the Southwest corner of subject tract.
4. The West line of subject tract was established between a deed point on the North line of the Fractional Southwest Quarter and a #4 rebar at the Southwest corner of subject tract.

(F) NOTES:

1. This survey is an opinion of a licensed land surveyor of the State of Indiana as to the actual location of the lines and corners outlined in the deed description. This opinion is based on logic, relevant field and research evidence, and established surveying principles. However, this opinion is subject to the interpretation of its deed description, and the boundaries of adjacent tracts may not be consistent with the boundaries of the subject tract. As a consequence, another surveyor may arrive at a different conclusion and different location of the boundaries.
2. A survey cannot resolve uncertainties in the position of the original boundaries that exist. Only courts may establish property lines. The boundaries were established from the most current recorded descriptions. An abstract or title search may reveal the existence of matters of ownership and rights of others not otherwise apparent. As of this date, no title commitment has been provided for review.
3. The flood statement hereon is for informational purposes only. Accurate determination of the flood hazard status of the property can only be made by an elevation study which is beyond the scope of this survey.
4. No attempt has been made to review or come to an opinion on the title or marketability of the title. Any appearance of an opinion on the title is unintentional.
5. Unplatted easements, setback lines, restrictive covenants, or land use regulations affecting the subject tract are shown only when documentation of such matters has been furnished by the client.
6. All documents of record and information from other public sources referred to in this survey are hereby incorporated as part of this survey as if fully set out.
7. No attempt has been made to determine the zoning status of the property. It is the responsibility of the parties involved in the real estate transaction to determine compliance with zoning regulations.
8. Any fence or other evidence of possession which varies from the written title lines may constitute adverse possession or prescriptive rights.
9. Subsurface and environmental conditions were not examined or considered as a part of this survey.
10. Any acreage shown is based on the boundaries established from the deed description and no certification is made that the land area shown on the survey is the exact acreage owned by the client.
11. Expression of distances to hundredths of a foot and angles to seconds of arc is solely to minimize errors introduced by rounding. Neither distances nor angles can be measured to the degree of precision implied by the stated units. No dimension on the survey can be interpreted to be of greater precision than the theoretical uncertainty stated in Part (D) of the Surveyor's Report.
12. Since the last date of fieldwork of this survey, conditions beyond the knowledge or control of Sauer Land Surveying, Inc. may have altered the validity and circumstances of matters shown or noted hereon.
13. Declaration is made to original purchaser of the survey, and is not transferable to additional institutions or subsequent owners. This survey is valid only with the surveyor's original or electronic signature and seal, full payment of invoice, and complete with all pages of the survey.
14. No statement made by any employee or agent of Sauer Land Surveying, Inc. is valid unless written herein.



SCALE IN FEET:
0 30 60

Topographical & IAC 865 Survey & Surveyor's Report of Part of the Fractional Southwest Quarter of Section 16, Township 31 North, Range 13 East, Allen County, Indiana			
Revisions:	For: Burlington Properties, LLC		
By:	Sauer Land Surveying, Inc.		
14033 ILLINOIS ROAD, SUITE C FORT WAYNE, IN 46814 TEL: 260/469-3300 / FAX: 260/469-3301	Drawn By: JJB Checked By: JRH Scale: 1" = 30' Job No.	Date: March 2, 2021 138-114	



8 8 0 8 5 5 5

Tx:4504390

2021042910

RECORDED: 06/29/2021 02:59:19 PM

ANITA MATHER

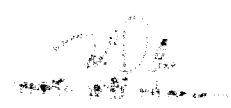
ALLEN COUNTY RECORDER

FORT WAYNE, IN

Recording Cover Page



JUN 29 2021



UPS: MTC FW N Ste 105
e: 9604 Coldwater Rd FW 25

12

25

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



8 7 9 8 3 5 9

TX: 4497021

2021033565

RECORDED: 05/20/2021 02:08:18 PM

ANITA MATHER
ALLEN COUNTY RECORDER
FORT WAYNE, IN

MAY 20 2021

* This is being re-recorded to correct a
scrivener's error.

AUDITOR OF ALLEN COUNTY

RESTRICTIVE COVENANT

This Restrictive Covenant ("Covenant"), dated as of the date recorded on the signature page, is made by
Burlington Properties, LLC ("Owner").

RECITALS

By virtue of that certain Limited Liability Company Quitclaim Deed dated December 19, 2012, and recorded
on December 27, 2012, as Document Number 2012073630 in the Office of the Recorder of Allen County, Indiana, ✓
Owner is the fee simple owner of certain real estate located in Allen County, Indiana, which is legally described in the
attached Exhibit "A," which is incorporated herein by reference ("Real Estate").

DECLARATION

NOW, THEREFORE, Owner declares that the Real Estate is hereby subjected to and impressed with this Covenant
and every part of the Real Estate shall be owned, leased, transferred, developed, improved, occupied and otherwise used
in compliance herewith.

1. **NO FILL IN THE FLOODWAY.** Owner acknowledges that no fill has been placed since
September 28, 1990, within the designated regulatory floodway, as determined on the current Flood Insurance Rate
Map 18003C0189G, and shown on Exhibit "B" ("Certified Survey"). Further, Owner, and each subsequent
owner of the Real Estate, shall not place fill within the regulatory floodway, as long as floodway is shown on the
effective Flood Insurance Rate Map and the Real Estate has not been removed from the floodway by the Federal
Emergency Management Agency, or successor agency.

2. **BINDING EFFECT, MODIFICATION, TERMINATION.** This Covenant shall run with the
Real Estate and shall be binding upon Owner, each subsequent owner of the Real Estate and each other person
acquiring an interest in the Real Estate, unless this Covenant is modified or terminated as provided below. The
Recitals are incorporated herein by reference and are expressly made a part of this Covenant. This Covenant may be
modified or terminated only in writing signed by either the Allen County Zoning Administrator or the Allen County
Plan Commission.

3. **RECORDING.** Owner shall, at Owner's sole expense, record this Covenant with the Allen
County Recorder and shall provide two copies of the recorded Covenant to the Allen County Zoning Administrator.

4. **ENFORCEMENT.** Only the Allen County Zoning Administrator and/or the Allen County Plan
Commission shall be entitled to enforce this Covenant. The Allen County Zoning Administrator and the Allen
County Plan Commission shall be entitled to all legal and equitable remedies available (including specific
performance, injunctive relief, the recovery of reasonable attorneys' fees, and any and all other remedies provided
by state statute or the Allen County Zoning Ordinance) for any violation of this Covenant. If fill is placed within the
regulatory floodway in violation of this Covenant, the Owner, and Owner's successors and assigns shall be
responsible for all costs of removing the fill and returning the filled area to the elevations shown on the applicable
Flood Insurance Rate Map. A violation of this Covenant shall be deemed a violation of the Allen County Zoning
Ordinance. Remedies under this Covenant and the ~~Allen County~~ Zoning Ordinance shall be cumulative, not
exclusive.

* City of Fort Wayne

METROPOLITAN TITLE OF IN
9604 COLDWATER ROAD
SUITE 105
FORT WAYNE IN 46825
COURTNE 21

{11326/123/00327742-2RWE}

5. **EFFECTIVE DATE.** This Covenant shall be effective when this Covenant is recorded in the Office of the Recorder of Allen County, Indiana;

IN WITNESS WHEREOF, the undersigned has caused this Covenant to be executed the day and year first written above.

Burlington Properties, LLC

OWNER

by: Matthew J Lancia Member

Signature

Matthew J Lancia

Print

STATE OF INDIANA)

) SS:

COUNTY OF ALLEN)

Before me, the undersigned Notary Public in and for said County and State, this 12 day of May, 2021, personally appeared Matthew J Lancia, as a member of Burlington Properties, LLC, and acknowledged the execution of the foregoing Commitment.

WITNESS my hand and Notarial Seal.

My commission expires:



CINDY A. SWIFT, Notary Public
Allen County, State of Indiana
Commission Number **NP0697261**
My Commission Expires **February 27, 2025**

Cindy A Swift

_____, Notary Public
(Printed Name)

Resident of _____ County, Indiana

This instrument prepared by: Joseph R. Herendeen, PS,
at address 14033 Illinois Road, Suite C, Fort Wayne, IN 46814.

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 /s/ Joseph R. Herendeen, PS

F:\Surveys\Book 138\138_114_LOMA files\138_114_Fill Covenant.docx

{11326/123/00327742-2RWE}



8 1 2 2 3 7 2
Tx:4065475

Exhibit "A"

2012073630

RECORDED: 12/27/2012 09:14:51 AM

JOHN MCGAULEY

ALLEN COUNTY RECORDER

FORT WAYNE, IN

LIMITED LIABILITY COMPANY QUITCLAIM DEED

Wayne
Perry
St Joe
Wash
Abbie

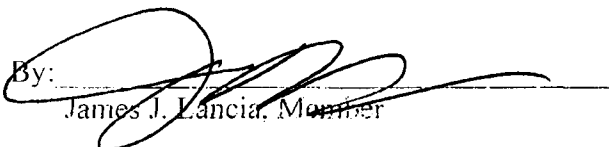
THIS INDENTURE WITNESSETH, that WATERFORD ENTERPRISES, LLC, an Indiana limited liability company ("Grantor"), QUITCLAIMS to BURLINGTON PROPERTIES, LLC, an Indiana limited liability company ("Grantee"), in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all of Grantors interest in the following described real estate in Allen County, in the State of Indiana:

Various parcels as listed on Exhibit "A" attached hereto and made a part hereof.

The undersigned person executing this deed represents and certifies on behalf of the Grantor, that the undersigned is a Member of the Grantor and has been fully empowered by proper resolution, or the terms of the Operating Agreement of the Grantor, to execute and deliver this deed; that the Grantor is a limited liability company in good standing in the State of its origin and, where required, in the State where the subject real estate is situate; that the Grantor has full capacity to convey the real estate described; and that all necessary Company action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 19th day of December, 2012.

WATERFORD ENTERPRISES, LLC

By: 
James J. Lancia, Member

DEC 21 2012
JW
Stacy O
ALLEN COUNTY REC

No Disc
13 X 5 = 65.00

Sealed, certified,
and recorded in the
County of Allen, Indiana,
this 21st day of December, 2012.

DEC 25 2012

Jana K. Klutz
AUDITOR OF ALLEN COUNTY

30+1 NC

STATE OF INDIANA

§§:

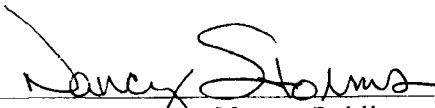
COUNTY OF ALLEN

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared James J. Lancia, a Member of WATERFORD ENTERPRISES, LLC, who acknowledged the execution of the foregoing deed for and on behalf of said Grantor and who, having been duly sworn, stated that the representations therein contained are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 19th day of December, 2012.

My Commission Expires:

March 7, 2017



Notary Public
Printed: Nancy Storms
County of Residence: Allen



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

This Instrument Prepared by: Dennis D. Sutton, Attorney at Law

After Recording Return to: Burt, Blee Box #11

Grantee's Address:

5315 Turnbridge Crossing
Fort Wayne, IN 46815

Tax Bill Address:

5315 Turnbridge Crossing
Fort Wayne, IN 46815

EXHIBIT "A"
LEGAL DESCRIPTIONS

- 1. Dwelling Unit Number 17 in the Community of Chadwick, Section I, as shown on the Plat thereof, recorded September 26, 1986, as Document Number 86-037972, in the Office of the Recorder of Allen County, Indiana.

Property Address: 6334 Langwood Blvd., Fort Wayne, IN 46835
Parcel Number: 02-08-15-102-019.000-072

St Joe

- 2. Dwelling Unit Number 18 in the Community of Chadwick, Section I, as shown on the Plat thereof, recorded September 26, 1986, as Document Number 86-037972, in the Office of the Recorder of Allen County, Indiana.

Property Address: 6336 Langwood Blvd., Fort Wayne, IN 46835
Parcel Number: 02-08-15-102-020.000-072

St Joe

- 3. Dwelling Unit Number 3 in Springmill Woods, as recorded in Plat Record 46, pages 126-138, in the Office of the Recorder of Allen County, Indiana.

Property Address: 4904 Pinebrook Drive, Fort Wayne, IN 46804
Parcel Number: 02-12-08-152-040.000-074

Wayne

- 4. Dwelling Unit Number 32 in Springmill Woods, as recorded in Plat Record 46, pages 126-138, in the Office of the Recorder of Allen County, Indiana.

Property Address: 5138 Pinebrook Drive, Fort Wayne, IN 46804
Parcel Number: 02-12-08-152-006.000-074

Wayne

- 5. Lot Numbered 47 in Abbey Place Villas, Section II, according to the plat thereof, recorded in Plat Cabinet C, page 139, in the Office of the Recorder of Allen County, Indiana.

Property Address: 7459 Montclair Drive, Fort Wayne, IN 46804
Parcel Number: 02-11-01-307-011.000-075

Aboite

- 6. Lot Number 58 in Abbey Place Villas, Section II, according to the plat thereof, recorded in Plat Cabinet C, page 139, in the Office of the Recorder of Allen County, Indiana.

Property Address: 7401 Montclair Drive, Fort Wayne, IN 46804
Parcel Number: 02-11-01-329-011.000-075

Aboite

7. Lot Number 41, Winchester Ridge, according to the plat thereof, recorded in Plat Cabinet C, page 100, in the Office of the Recorder of Allen County, Indiana

Property Address: 8833 Winchester Ridge Drive, Fort Wayne, IN 46819

Parcel Number: 02-12-35-379-013.000-068 •

Wayne

8. Lot Numbered 60, Fall Creek, Section II, according to the plat thereof, recorded in the Office of the Recorder of Allen County, Indiana.

Property Address: 1309 Misty River Drive ,

Parcel Number: 02-12-04-102-022.000-076

Wayne

9. Lot Number 6 in Oak Glen, Section I, as recorded in Plat Cabinet C, page 193 and Document Number 970067505, in the Office of the Recorder of Allen County, Indiana.

Property Address: 3411 Bluefield Place, Fort Wayne, IN 46818

Parcel Number: 02-02-31-352-007.000-091 •

Perry

10. Lot Number 9 in Oak Glen, Section I, as recorded in Plat Cabinet C, page 193 and Document Number 970067505, in the Office of the Recorder of Allen County, Indiana.

Property Address: 10605 Kentfield Place, Fort Wayne, IN 46845

Parcel Number: 02-02-31-353-010.000-091 •

Perry

11. The East 290.0 feet of the North 370.0 feet of the Southwest quarter of Section 16, Township 31 North, Range 13 East, in Allen County, Indiana, more particularly described as follows, to-wit:

Beginning at the Northeast corner of said Southwest quarter; thence South 89 degrees 42 minutes West (deed bearing and is used as the basis for the bearings in this description), on and along the North line of said Southwest quarter, being within the right-of-way of Evard Road, a distance of 290.0 feet; thence South 00 degrees 00 minutes East and parallel to the East line of said Southwest quarter, a distance of 370.0 feet; thence North 89 degrees 42 minutes East and parallel to said North line, a distance of 290.0 feet to a point on the East line of said Southwest quarter; thence North 00 degrees 00 minutes West on and along said East line, a distance of 370.0 feet to the point of beginning.

Property Address: 5402 Evard Road, Fort Wayne, IN 46835

Parcel Number: 02-08-16-330-001.000-072 •

St Joe

12. Commencing at the Northwest corner of the Northwest quarter of Section 15, Township 31 North, Range 13 East, Allen County, Indiana; thence proceeding along the North line of the aforementioned Section South 89 degrees 00 minutes 48 seconds East, a distance of 511.89 feet to the point of beginning; thence continuing along the North line of the aforementioned Section said line also being the centerline of Rothman Road South 89 degrees 00 minutes 48 seconds

East, a distance of 500.00 feet to the Northwest corner of Hillsboro, Section III, a subdivision in the aforementioned Section; thence along the Western most boundary of Hillsboro, Section III, along the following described courses; South 00 degrees 59 minutes 12 seconds West, a distance of 266.68 feet; thence South 10 degrees 14 minutes 11 seconds West, a distance of 70.87 feet; thence South 09 degrees 36 minutes 08 seconds West, a distance of 280.64 feet; thence South 13 degrees 18 minutes 16 seconds East, a distance of 53.34 feet; thence leaving the Western boundary of Hillsboro, Section III, North 82 degrees 46 minutes 20 seconds West, a distance of 447.44 feet; thence North 00 degrees 24 minutes 02 seconds West, a distance of 617.32 feet to the point of beginning containing 7.00 acres more or less.

Property Address: 6502 Rothman Road, Fort Wayne, IN 46835

Parcel Number: 02-08-15-101-003.000-072

St Joe

- 13. Part of Lot Number 3 in Rousseau's Outlot, according to the plat thereof, recorded in Plat Record 7, page 50, in the Office of the Recorder of Allen County, Indiana and being in the Northeast One-quarter of Section 3, Township 31 North, Range 12 East, Allen County, Indiana and more particularly described as follows:

Commencing at the southwest corner of the Northeast One-quarter of Section 3 as marked by the Harrison monument found; thence North 90 degrees 00 minutes 00 seconds East along the south line of said Northeast One-quarter, a distance of 150.17 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 433.09 feet to a five-eighths inch diameter steel pin with D&A Firm No. 0026 identification cap set at the point of beginning.

BEGINNING at the above described point; thence North 00 degrees 18 minutes 19 seconds East, a distance of 72.37 feet to a five-eighths inch diameter steel pin set with D&A Firm No. 0026 identification cap; thence South 89 degrees 41 minutes 41 seconds East, a distance of 143.93 feet to a five-eighths inch diameter steel pin set with D&A Firm No. 0026 identification cap; thence South 00 degrees 18 minutes 19 seconds West, a distance of 72.37 feet to a five-eighths inch diameter steel pin set with D&A Firm No. 0026 identification cap; thence North 89 degrees 41 minutes 41 seconds West, a distance of 143.93 feet to the point of beginning, containing 0.239 acres, more or less (10,416 square feet).

Property Address: _____ Lima Road, Fort Wayne, IN 46818

Parent Parcel Number: 02-07-03-252-007.000-073

split
Washington

KERRY D. DICKMEYER, L.S. #50243
BRIAN W. JACQUAY, L.S. #20100090
/ SORN P. SIRIVATH, L.S. #20400020

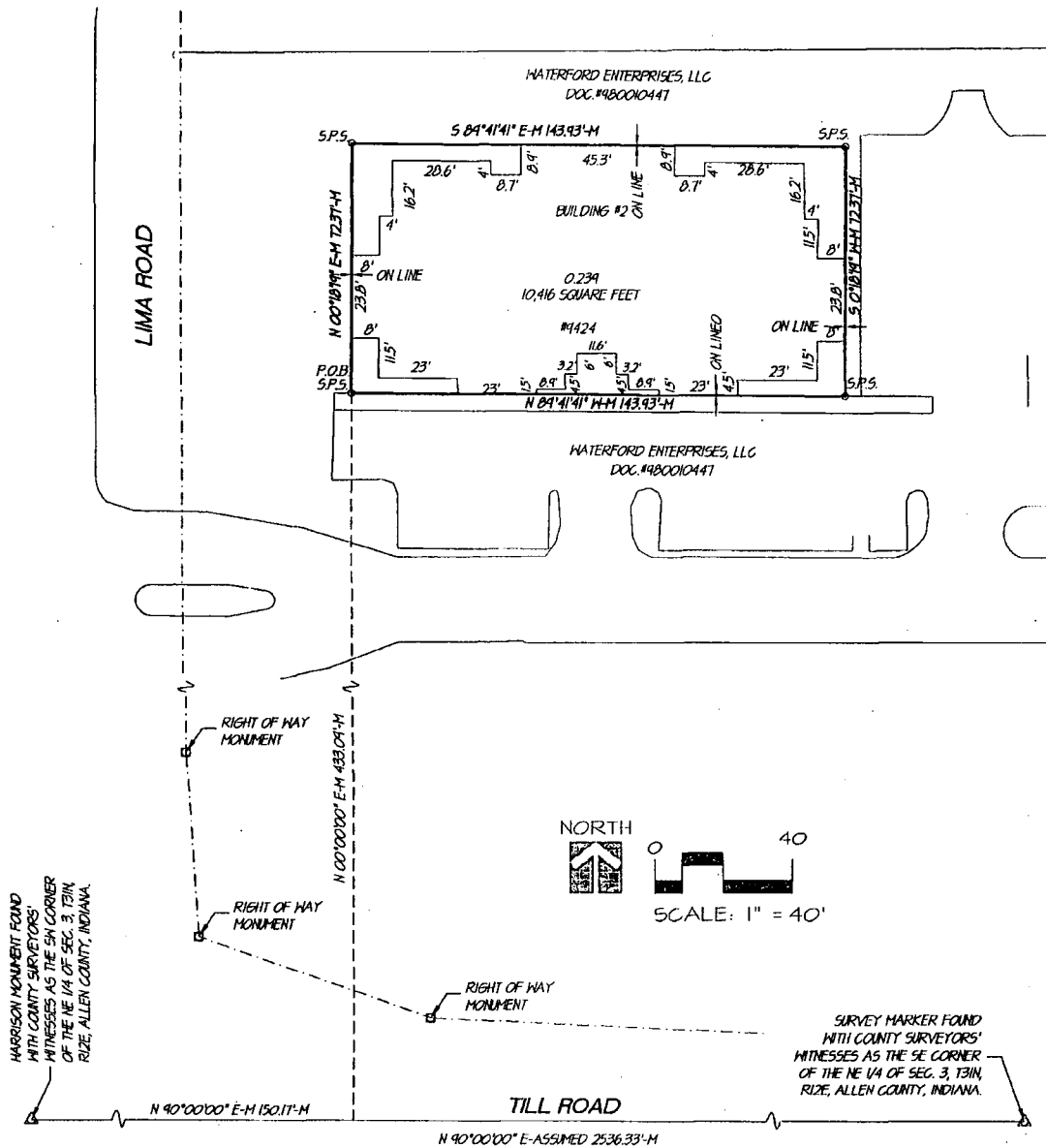
DICKMEYER & ASSOCIATES
ENGINEERS-SURVEYORS, INC.

6018 EAST STATE BOULEVARD
FORT WAYNE, INDIANA 46815-7639
OFFICE: 260-749-0125 FAX: 260-749-0921

SURVEY PLAT

THIS DOCUMENT IS A REPRESENTATION OF A RETRACEMENT OR ORIGINAL SURVEY OF LAND IN WASHINGTONTOWNSHIP, ALLEN
COUNTY, INDIANA, MADE IN ACCORDANCE WITH THE RECORDS ON FILE IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

SEE ATTACHED SHEET 2 FOR DESCRIPTION AND SHEET 3 FOR SURVEYOR'S REPORT



FOR: WATERFORD ENTERPRISES, LLC

DATE FIELD WORK COMPLETED: 12/07/2012

(0.00)	-PIN BELOW (-)	P
	-OR ABOVE (+) GRADE	
O.H.	-OVERHANG	S.P.F.
B.L.	-BUILDING LINE	S.P.S.
ESMT	-EASEMENT	
SD.	-SURFACE DRAINAGE	
UT.	-UTILITY	P.F.
	-DEED OR CALCULATED	P.K.F.
	-FROM DEED	MAG FND
H	-MEASURED OR CALCULATED	MAG SET
	-FROM FIELD DATA	
CB	-CHORD BEARING	

- PLATTED OR CALCULATED MONU
FROM PLAT
- STEEL PIN FOUND AT GRADE
- 5/8" DIA. STEEL PIN, 24" LONG,
SET AT GRADE, WITH CAP
STAMPED "DBA FIRM NO. 0026"
- PIPE FOUND
- P.K. NAIL FOUND
- MAG NAIL FOUND
- MAG NAIL SL. WITH 2" DIA. DISC
STAMPED "DBA FIRM NO. 0026"

DATE FILED WORK COMPLETED: 12/27/2023

MONUMENTS FOUND HAVE NO DOCUMENTED HISTORY, EXCEPT AS NOTED

MINIMUM SETBACK AND SIDE YARD PER COVENANTS & RESTRICTIONS OR LOCAL REQUIREMENTS:

G. N.P. FRONT BUILDING LINE

" N.P. REAR YARD BUILDING LINE

" N.P. SIDE YARD BUILDING LINE

N.P. - NOT PROVIDED BY CLIENT

THIS SURVEY IS NOT VALID WITHOUT THE ATTACHED
SHEET WHICH CONTAINS THE SURVEYOR'S REPORT
CERTIFICATION, ORIGINAL SEAL AND SIGNATURE.

Survey No. 212354

Sheet 2 of 3

Date December 10, 2012

Kerry D. Dickmeyer, L.S. #S0243

Brian W. Jacquay, L.S. #20100090

Sorn P. Sirivath, L.S. #20400020

DICKMEYER & ASSOCIATES

Engineers-Surveyors, Inc.

6018 East State Boulevard

Fort Wayne, Indiana 46815-7639

Office: 260-749-0125 Fax: 260-749-0921

SURVEY PLAT

THIS DOCUMENT IS A REPRESENTATION OF A RETRACEMENT OR ORIGINAL SURVEY
OF LAND IN WASHINGTON TOWNSHIP, ALLEN COUNTY, INDIANA MADE IN ACCORDANCE
WITH THE RECORDS ON FILE IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

New Parcel Description

Part of Lot #3 in Rousseau's Outlot, according to the plat thereof, recorded in Plat Record 7, page 50 in the Office of the Recorder of Allen County, Indiana and being in the Northeast One-quarter of Section 3, Township 31 North, Range 12 East, Allen County, Indiana and more particularly described as follows:

Commencing at the southwest corner of the Northeast One-quarter of Section 3 as marked by the Harrison monument found; thence North 90 degrees 00 minutes 00 seconds East along the south line of said Northeast One-quarter, a distance of 150.17 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 433.09 feet to a five-eighths inch diameter steel pin with D&A Firm No. 0026 identification cap set at the point of beginning.

BEGINNING at the above described point; thence North 00 degrees 18 minutes 19 seconds East, a distance of 72.37 feet to a five-eighths inch diameter steel pin set with D&A Firm No. 0026 identification cap; thence South 89 degrees 41 minutes 41 seconds East, a distance of 143.93 feet to a five-eighths inch diameter steel pin set with D&A Firm No. 0026 identification cap; thence South 00 degrees 18 minutes 19 seconds West, a distance of 72.37 feet to a five-eighths inch diameter steel pin set with D&A Firm No. 0026 identification cap; thence North 89 degrees 41 minutes 41 seconds West, a distance of 143.93 feet to the point of beginning, containing 0.239 acres, more or less, (10416 square feet).

Survey No. 212354

Sheet 3 of 3

Kerry D. Dickmeyer, L.S. #50243

Brian W. Jacquay, L.S. #201000

DICKMEYER & ASSOCIATES

Engineers-Surveyors, Inc.

6018 East State Boulevard, Fort Wayne, Indiana 46815-7639

Office: 260-749-0125 Fax: 260-749-0921

SURVEYOR'S REPORT

Sorn P. Sirivath, L.S. #20400020

IN ACCORDANCE WITH RULE 12 OF TITLE 865 OF THE INDIANA ADMINISTRATIVE CODE, THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE VARIOUS UNCERTAINTIES OF THE LOCATION OF LINES AND CORNERS ESTABLISHED ON THIS SURVEY AS A RESULT OF THE AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS. INCONSISTENCIES IN OCCUPATION OR POSSESSION LINES, DISCREPANCIES OR AMBIGUITIES IN RECORD DESCRIPTIONS AND PLATS, AND RELATIVE POSITIONAL ACCURACY OF THE MEASUREMENTS. REFER TO THE GRAPHIC PORTION OF THIS SURVEY FOR ADDITIONAL INFORMATION REGARDING THIS DISCUSSION. CONTRACT REQUIREMENTS: THIS SURVEY WAS COMPLETED IN ACCORDANCE WITH TITLE 865 INDIANA ADMINISTRATIVE CODE 1-12-12. THIS SURVEY IS CERTIFIED TO THE NAMED PARTIES BELOW AND MAY NOT BE RELIED UPON BY ANY OTHER PERSON, PERSONS OR ENTITY FOR ANY PURPOSE. THERE ARE NO INTENDED THIRD PARTY BENEFICIARIES OF THIS SURVEY OR ANY MATTERS CONTAINED HEREON. THE LIABILITY OF THE SURVEYOR AND DICKMEYER & ASSOCIATES ENGINEERS-SURVEYORS, INC. IS LIMITED TO THE PARTIES TO WHICH THE SURVEY IS CERTIFIED AND ONLY AS TO THOSE MATTERS WHICH EXIST UPON THE SURVEYED REAL ESTATE AS TO THE DATE OF CERTIFICATION AND WHICH HAVE BEEN SURVEYED PURSUANT TO THE STANDARDS AND SPECIFICATIONS AS SET FORTH HEREIN.

This is an original survey of a 0.239 acre parcel situated in the Northeast One-quarter of Section 3, Township 31 North, Range 12 East, Allen County, Indiana. This survey was completed without the benefit of a title commitment or abstract of title. A complete title search may reveal facts that may change portions of this survey. Client has requested we provide an original survey of said 0.239 acres. This new parcel was subdivided from the parent tract described in DOC. #980010447 as directed by client.

- A) **AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS:** In our field research for this survey, we located a sufficient number of adjacent monuments (as shown on the graphic segment of this survey), which in our opinion, provided us with enough data to verify or reestablish the deed location of the subject property relative to the applicable found and accepted as adjacent deed boundaries. Unless noted otherwise on this survey, all found monuments are flush with the ground, in good material condition and firmly set in the ground. The following monumentations were accepted as the best available evidence of the location of Public Land System corners:

- southwest corner of the NE ¼ Section 3.....Harrison monument found with County Surveyor's Witnesses
- southeast corner of the NE ¼ Section 3.....survey marker found with County Surveyor's Witnesses

The original monuments for this parcel were set as shown on sheet no. 1.

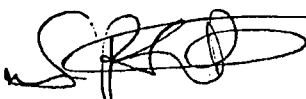
THEORY OF LOCATION: Based on the monuments found and the comparison of measurements taken between monuments and deeded dimensions, the line between the monuments found at the southwest and southeast corners of the Northeast One-quarter of Section 3 was held as the baseline for this survey. This line was used because the terminal ends appeared to be undisturbed and County Surveyor's referenced monuments. This line has been assigned an assumed bearing of North 90 degrees 00 minutes 00 seconds East (basis of bearings). The boundary lines of this parcel were established by the outer most edge of the building. It is my opinion that the uncertainty associated with these corners is 0.1 feet based on measurements relative to the baseline.

- B) **OCCUPATION OR POSSESSION LINES:** Items, such as fences, indicating occupation or possession lines, are shown on the graphic portion of this survey with dimensions indicating their position relative to the lines and corners of this survey. The dimensions are given to the nearest tenth of a foot to illustrate the difference of the inconsistencies between said occupation or possession lines with the deed or plat line(s). Any uncertainty associated with these items is limited to the significant figures indicated by the dimensions. The outer most edge of the building is the possession line.
- C) **CLARITY OR AMBIGUITY OF RECORD DESCRIPTIONS:** There are no apparent discrepancies in the record deeds in this area. Copies of Document Numbers 980010447 and 980016847 were reviewed and used in the completion of this survey.
- D) **RELATIVE POSITIONAL ACCURACY OF MEASUREMENTS:** The relative positional accuracy of measurements performed on this survey is within a URBAN Class survey due to random errors in measurement, equipment and trained personnel as defined in I.A.C. 865 1-12-7.

It is not the intent of this survey or Surveyor to determine ownership, rights of ownership nor title of the property. There are no front build line, sideyard or rear yard setbacks given on the record deed and written evidence of setbacks has not been provided to this office as required by State Statute 865 IAC 1-12-13 (12) & (13).

THIS SURVEY WAS PERFORMED BY, OR UNDER, THE RESPONSIBLE DIRECTION OF THE UNDERSIGNED REGISTERED LAND SURVEYOR AND TO THE BEST OF SAID REGISTERED LAND SURVEYOR'S KNOWLEDGE AND BELIEF, SAID SURVEY WAS EXECUTED ACCORDING TO THE APPLICABLE SURVEY REQUIREMENTS OF TITLE 865 I.A.C. - 1-12.

SIGNATURE



DATE: December 10, 2012

VALID ONLY WITH ORIGINAL HAND AND SEAL



RAMBLEWOOD
DRIVE

The East 290.0 feet of the North 370.0 feet of the Southwest quarter of Section 16, Township 31 North, Range 13 East, in Allen County, Indiana, more particularly described as follows, to-wit:

SURVEYOR'S REPORT

Prepared as a part of the foregoing survey.

Address: 5402-5448 Evard Road, Fort Wayne, IN 46835

This survey is intended to retrace the record boundaries of a tract of real estate described in a Limited Liability Company Quitclaim Deed from Waterford Enterprises, LLC, to Burlington Properties, LLC, dated December 19, 2012, and recorded in Document Number 2012073630 in the Office of the Recorder of Allen County, Indiana.

In Accordance with Title 865, Article 1.1, Chapter 12, Sec. 1 et. seq. of the Indiana Administrative Code, the following observations and opinions are submitted regarding various uncertainties in (a) reference monuments, (b) lines of occupation, (c) record descriptions, and (d) those uncertainties due to random errors in measurement ("relative positional accuracy"). There may be unwritten rights associated with these uncertainties.

REFERENCES: A copy of the following documents were reviewed in completion of this survey:

- The deeds of the subject tract and the adjoining tracts, as shown on the plat of survey.
- Allen County Surveyor's Section Corner Records.
- The plat of Centerhurst Addition, Section IV, Plat Record 26, pages 54-55.
- The plat of Brookside Park, Section C, Plat Record 28, pages 23-25.

(A) AVAILABILITY OF REFERENCE MONUMENTS:

The existing monuments of the Public Land Survey corners were held as controlling corners and were used as the basis for this survey. The found monuments are considered by the undersigned surveyor to be "local corners" which are subject to undiscovered evidence regarding the true location of said corners. The corners of subject tract are marked as shown on the survey certificate in conformity with said survey monuments. Uncertainties based on existing monuments are not readily determinable due to the use of said local corners. The following monument was accepted as the location of the Public Land Survey corners:

- The Center of Section 16.....Undocumented survey nail found.
- The South Quarter corner of Section 16.....Undocumented #5 rebar found with Brown cap.
- The West closing Quarter corner of Section 16.....No monument evidence found.

Due to a lack of found monuments at the West closing Quarter corner of Section 16, the North line of the Fractional Southwest Quarter was established from the Center of said Section 16, through a point at record distance Westerly from said Center of Section 16 and Northerly from a #4 rebar at the Southwest corner of subject tract. The East line of the Fractional Southwest Quarter was established between the above-referenced monuments. Uncertainties due to variances between all found monuments and record distances were determined to be 0.6 feet in any direction.

(B) OCCUPATION AND/OR POSSESSION LINES:

Occupation and/or possession lines near the perimeter of subject tract are shown on the plat of survey with the variances from the boundary lines as established in this survey. Encroachments and/or discrepancies may be buried or otherwise obscured by natural or man-made obstructions. A privacy fence from a West adjoining tract extends and lies from 1.4 feet to 4.5 feet East of the West line of subject tract, as shown on the Plat of Survey. Uncertainties based upon existing occupation and/or possession lines vary from the lines established in this survey by a maximum of 4.5 feet in the East-West direction.

(C) **AMBIGUITY OF RECORD DESCRIPTIONS:**

Upon review of the most current deeds of record, the base tract description does not contain any ambiguity with any of the adjoining descriptions. Therefore, there are no uncertainties based upon record descriptions.

(D) RELATIVE POSITIONAL ACCURACY:

The relative positional accuracy representing the uncertainty due to random errors in measurements of the corners established in this survey is less than or equal to the specifications for a Suburban Survey (0.13 feet plus 100 ppm) as defined by IAC 865.

(E) ESTABLISHMENT OF LINES AND CORNERS:

1. The East line of subject tract was established on and along the East line of the Fractional Southwest Quarter.
2. The North line of subject tract was established on and along the North line of the Fractional Southwest Quarter.
3. The South line of subject tract was established between a deed point on the East line of the Fractional Southwest Quarter and a #4 rebar at the Southwest corner of subject tract.
4. The West line of subject tract was established between a deed point on the North line of the Fractional Southwest Quarter and a #4 rebar at the Southwest corner of subject tract.

(F) NOTES:

1. This survey is an opinion of a licensed land surveyor of the State of Indiana as to the actual location of the lines and corners outlined in the deed description. This opinion is based on logic, relevant field and research evidence, and established surveying principles. However, this opinion is subject to the interpretation of its deed description, and the boundaries of adjacent tracts may not be consistent with the boundaries of the subject tract. As a consequence, another surveyor may arrive at a different conclusion and different location of the boundaries.
2. A survey cannot resolve uncertainties in the position of the original boundaries that exist. Only courts may establish proper lines. The boundaries were established from the most current recorded descriptions. An abstract or title search may reveal the existence of matters of ownership and rights of others not otherwise apparent. As of this date, no title commitment has been provided for review.
3. The flood statement herein is for informational purposes only. Accurate determination of the flood hazard status of the property can only be made by an elevation study which is beyond the scope of this survey.
4. No attempt has been made to review or come to an opinion on the title or marketability of the title. Any appearance of an opinion on the title is unintentional.
5. Unplatted easements, setback lines, restrictive covenants, or land use regulations affecting the subject tract are shown only when documentation of such matters has been furnished by the client.
6. All documents of record and information from other public sources referred to in this survey are hereby incorporated as part of this survey as if fully set out.
7. No attempt has been made to determine the zoning status of the property. It is the responsibility of the parties involved in the real estate transaction to determine compliance with zoning regulations.
8. Any fence or other evidence of possession which varies from the written title lines may constitute adverse possession or prescriptive rights.
9. Subsurface and environmental conditions were not examined or considered as a part of this survey.
10. Any acreage shown is based on the boundaries established from the deed description and no certification is made that the land area shown on the survey is the exact acreage owned by the client.
11. Expression of distances to hundredths of a foot and angles to seconds of arc is solely to minimize errors introduced by rounding. Neither distances nor angles can be measured to the degree of precision implied by the stated units. No dimension on the survey can be interpreted to be of greater precision than the theoretical uncertainty stated in Part (D) of the Surveyor's Report.
12. Since the date of fieldwork of this survey, conditions beyond the knowledge or control of Sauer Land Surveying, Inc. may have altered the validity and circumstances of matters shown or noted herein.
13. Declaration is made to original purchaser of the survey, and is not transferable to additional institutions or subsequent owners. This survey is valid only with the surveyor's original or electronic signature and seal, full payment of invoice, and complete with all pages of the survey.
14. No statement made by any employee or agent of Sauer Land Surveying, Inc. is valid unless written herein.

CERTIFICATE OF SURVEY

This document is a record retracement survey of real estate prepared under IAC Title 865, Article 1, Rule 12 and in conformity with established practices of surveying and made in accordance with the record on file in the Office of the Recorder of Allen County, Indiana. The land described exists in full dimensions as shown hereon in feet. It is free from encroachments either way across boundary lines unless specifically stated hereon. Corners were perpetuated as indicated.

I, Joseph R. Herendeen, 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. I further certify the above statements to be correct to the best of my information, knowledge, and belief.

 Date: 03/02/2021
Indiana Professional Surveyor



Beginning Benchmark:
INDOT CORS Base Station RCTM0009, located at INDOT Fort Wayne, 5333 Hatfield Road, Fort Wayne, IN
Base Station Elev.=863.76

Site Benchmark #1:
North rim of existing manhole located 19.5 feet South and 61 feet East of the Northwest corner of subject tract.
Elev.=785.83

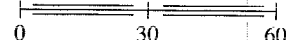
Site Benchmark #2:
Top nut of existing fire hydrant located 74.4 feet West and 119.5 feet North of the Southeast corner of subject tract.
Elev.=789.98

The flood zone shown is Zone AE. The Base Flood Elevation from 2013 FIS Plate No. 87P at the location of the existing buildings is 786.6 feet NAVD'88. This BFE has been confirmed by the Indiana DNR on-line flood determination page at: <https://dnrmaps.dnr.in.gov/appsoho/fdms/>.

NOTE: All elevations on this sheet are NAVD'88



SCALE IN FEET:



Topographical & IAC 865 Survey & Surveyor's Report
of
Part of the Fractional Southwest Quarter of Section 16,
Township 31 North, Range 13 East, Allen County, Indiana

Revisions:	For: Burlington Properties, LLC	
	By: <u>Sauer Land Surveying, Inc.</u>	Drawn By: JJJ
	14033 ILLINOIS ROAD, SUITE C FORT WAYNE, IN 46814 TEL: 260/469-3300 / FAX: 260/469-3301	Checked By: JRR Scale: 1" = 30'
	Date: March 2, 2021	Job No. 138-114

Being re-recorded to
correct scrivener's error
on Doc. 2021033565, dated 5/20/21
and Doc. 2021042910, dated 6/29/21



8 8 0 9 6 8 0
Tx:4505105

2021043883

RECORDED: 07/02/2021 09:18:20 AM

ANITA MATHER

ALLEN COUNTY RECORDER

FORT WAYNE, IN

RESTRICTIVE COVENANT

This Restrictive Covenant ("Covenant"), dated as of the date recorded on the signature page, is made by Burlington Properties, LLC ("Owner").

RECITALS

By virtue of that certain Limited Liability Company Quitclaim Deed dated December 19, 2012, and recorded on December 27, 2012, as Document Number 2012073630 in the Office of the Recorder of Allen County, Indiana, Owner is the fee simple owner of certain real estate located in Allen County, Indiana, which is legally described in the attached Exhibit "A," which is incorporated herein by reference ("Real Estate").

DECLARATION

NOW, THEREFORE, Owner declares that the Real Estate is hereby subjected to and impressed with this Covenant and every part of the Real Estate shall be owned, leased, transferred, developed, improved, occupied and otherwise used in compliance herewith.

1. **NO FILL IN THE FLOODWAY.** Owner acknowledges that no fill has been placed since September 28, 1990, within the designated regulatory floodway, as determined on the current Flood Insurance Rate Map 18003C0189G, and shown on Exhibit "B" ("Certified Survey"). Further, Owner, and each subsequent owner of the Real Estate, shall not place fill within the regulatory floodway, as long as floodway is shown on the effective Flood Insurance Rate Map and the Real Estate has not been removed from the floodway by the Federal Emergency Management Agency, or successor agency.

2. **BINDING EFFECT, MODIFICATION, TERMINATION.** This Covenant shall run with the Real Estate and shall be binding upon Owner, each subsequent owner of the Real Estate and each other person acquiring an interest in the Real Estate, unless this Covenant is modified or terminated as provided below. The Recitals are incorporated herein by reference and are expressly made a part of this Covenant. This Covenant may be modified or terminated only in writing signed by either the City of Fort Wayne Zoning Administrator or the Fort Wayne Plan Commission.

3. **RECORDING.** Owner shall, at Owner's sole expense, record this Covenant with the Allen County Recorder and shall provide two copies of the recorded Covenant to the City of Fort Wayne Zoning Administrator.

4. **ENFORCEMENT.** Only the City of Fort Wayne Zoning Administrator and/or the Fort Wayne Plan Commission shall be entitled to enforce this Covenant. The City of Fort Wayne Zoning Administrator and the Fort Wayne Plan Commission shall be entitled to all legal and equitable remedies available (including specific performance, injunctive relief, the recovery of reasonable attorneys' fees, and any and all other remedies provided by state statute or the Fort Wayne Zoning Ordinance) for any violation of this Covenant. If fill is placed within the regulatory floodway in violation of this Covenant, the Owner, and Owner's successors and assigns shall be responsible for all costs of removing the fill and returning the filled area to the elevations shown on the applicable Flood Insurance Rate Map. A violation of this Covenant shall be deemed a violation of the City of Fort Wayne Zoning Ordinance. Remedies under this Covenant and the City of Fort Wayne Zoning Ordinance shall be cumulative, not exclusive.

{11326/123/00327742-2RWE}

5. **EFFECTIVE DATE.** This Covenant shall be effective when this Covenant is recorded in the Office of the Recorder of Allen County, Indiana;

IN WITNESS WHEREOF, the undersigned has caused this Covenant to be executed the day and year first written above.

OWNER

Signature

Print

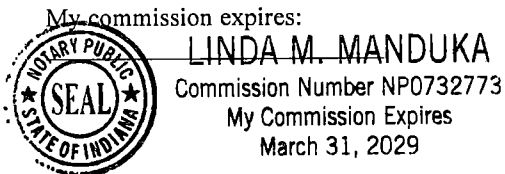
STATE OF INDIANA)

) SS:

COUNTY OF ALLEN)

Before me, the undersigned Notary Public in and for said County and State, this 1 day of July, 2021, personally appeared Matthew J Lanci, as a member of Burlington Properties, LLC, and acknowledged the execution of the foregoing Commitment.

WITNESS my hand and Notarial Seal.



Linda Manduka, Notary Public
(Printed Name)

Resident of Allen County, Indiana

This instrument prepared by: Joseph R. Herendeen, PS,
at address 14033 Illinois Road, Suite C, Fort Wayne, IN 46814.

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 /s/ Joseph R. Herendeen, PS

F:\Surveys\Book 138\138_114_LOMA files\138_114_Fill Covenant.docx

{11326/123/00327742-2RWE}

STATE OF INDIANA

§§:

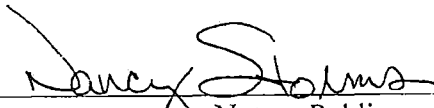
COUNTY OF ALLEN

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared James J. Lancia, a Member of WATERFORD ENTERPRISES, LLC, who acknowledged the execution of the foregoing deed for and on behalf of said Grantor and who, having been duly sworn, stated that the representations therein contained are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 19th day of December, 2012.

My Commission Expires:

March 7, 2017



Notary Public
Printed: Nancy Storms
County of Residence: Allen



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

This Instrument Prepared by: Dennis D. Sutton, Attorney at Law

After Recording Return to: Burt, Blee Box #11

Grantee's Address:

5315 Turnbridge Crossing
Fort Wayne, IN 46815

Tax Bill Address:

5315 Turnbridge Crossing
Fort Wayne, IN 46815

EXHIBIT "A"
LEGAL DESCRIPTIONS

- 1. Dwelling Unit Number 17 in the Community of Chadwick, Section I, as shown on the Plat thereof, recorded September 26, 1986, as Document Number 86-037972, in the Office of the Recorder of Allen County, Indiana.

Property Address: 6334 Langwood Blvd., Fort Wayne, IN 46835
Parcel Number: 02-08-15-102-019.000-072

St Joe

- 2. Dwelling Unit Number 18 in the Community of Chadwick, Section I, as shown on the Plat thereof, recorded September 26, 1986, as Document Number 86-037972, in the Office of the Recorder of Allen County, Indiana.

Property Address: 6336 Langwood Blvd., Fort Wayne, IN 46835
Parcel Number: 02-08-15-102-020.000-072

St Joe

- 3. Dwelling Unit Number 3 in Springmill Woods, as recorded in Plat Record 46, pages 126-138, in the Office of the Recorder of Allen County, Indiana.

Property Address: 4904 Pinebrook Drive, Fort Wayne, IN 46804
Parcel Number: 02-12-08-152-040.000-074

Wayne

- 4. Dwelling Unit Number 32 in Springmill Woods, as recorded in Plat Record 46, pages 126-138, in the Office of the Recorder of Allen County, Indiana.

Property Address: 5138 Pinebrook Drive, Fort Wayne, IN 46804
Parcel Number: 02-12-08-152-006.000.074

Wayne

- 5. Lot Numbered 47 in Abbey Place Villas, Section II, according to the plat thereof, recorded in Plat Cabinet C, page 139, in the Office of the Recorder of Allen County, Indiana.

Property Address: 7459 Montclair Drive, Fort Wayne, IN 46804
Parcel Number: 02-11-01-307-011.000-075

Aboite

- 6. Lot Number 58 in Abbey Place Villas, Section II, according to the plat thereof, recorded in Plat Cabinet C, page 139, in the Office of the Recorder of Allen County, Indiana.

Property Address: 7401 Montclair Drive, Fort Wayne, IN 46804
Parcel Number: 02-11-01-329-011.000-075

Aboite

7. Lot Number 41, Winchester Ridge, according to the plat thereof, recorded in Plat Cabinet C, page 100, in the Office of the Recorder of Allen County, Indiana

Property Address: 8833 Winchester Ridge Drive, Fort Wayne, IN 46819
Parcel Number: 02-12-35-379-013.000-068

Wayne

8. Lot Numbered 60, Fall Creek, Section II, according to the plat thereof, recorded in the Office of the Recorder of Allen County, Indiana.

Property Address: 1309 Misty River Drive
Parcel Number: 02-12-04-102-022.000-076

Wayne

9. Lot Number 6 in Oak Glen, Section I, as recorded in Plat Cabinet C, page 193 and Document Number 970067505, in the Office of the Recorder of Allen County, Indiana.

Property Address: 3411 Bluefield Place, Fort Wayne, IN 46818
Parcel Number: 02-02-31-352-007.000-091

Perry

10. Lot Number 9 in Oak Glen, Section I, as recorded in Plat Cabinet C, page 193 and Document Number 970067505, in the Office of the Recorder of Allen County, Indiana.

Property Address: 10605 Kentfield Place, Fort Wayne, IN 46845
Parcel Number: 02-02-31-353-010.000-091

Perry

11. The East 290.0 feet of the North 370.0 feet of the Southwest quarter of Section 16, Township 31 North, Range 13 East, in Allen County, Indiana, more particularly described as follows, to-wit:

Beginning at the Northeast corner of said Southwest quarter; thence South 89 degrees 42 minutes West (deed bearing and is used as the basis for the bearings in this description), on and along the North line of said Southwest quarter, being within the right-of-way of Evard Road, a distance of 290.0 feet; thence South 00 degrees 00 minutes East and parallel to the East line of said Southwest quarter, a distance of 370.0 feet; thence North 89 degrees 42 minutes East and parallel to said North line, a distance of 290.0 feet to a point on the East line of said Southwest quarter; thence North 00 degrees 00 minutes West on and along said East line, a distance of 370.0 feet to the point of beginning.

Property Address: 5402 Evard Road, Fort Wayne, IN 46835
Parcel Number: 02-08-16-330-001.000-072

St Joe

12. Commencing at the Northwest corner of the Northwest quarter of Section 15, Township 31 North, Range 13 East, Allen County, Indiana; thence proceeding along the North line of the aforementioned Section South 89 degrees 00 minutes 48 seconds East, a distance of 511.89 feet to the point of beginning; thence continuing along the North line of the aforementioned Section said line also being the centerline of Rothman Road South 89 degrees 00 minutes 48 seconds

East, a distance of 500.00 feet to the Northwest corner of Hillsboro, Section III, a subdivision in the aforementioned Section; thence along the Western most boundary of Hillsboro, Section III, along the following described courses; South 00 degrees 59 minutes 12 seconds West, a distance of 266.68 feet; thence South 10 degrees 14 minutes 11 seconds West, a distance of 70.87 feet; thence South 09 degrees 36 minutes 08 seconds West, a distance of 280.64 feet; thence South 13 degrees 18 minutes 16 seconds East, a distance of 53.34 feet; thence leaving the Western boundary of Hillsboro, Section III, North 82 degrees 46 minutes 20 seconds West, a distance of 447.44 feet; thence North 00 degrees 24 minutes 02 seconds West, a distance of 617.32 feet to the point of beginning containing 7.00 acres more or less.

Property Address: 6502 Rothman Road, Fort Wayne, IN 46835

Parcel Number: 02-08-15-101-003.000-072

St Joe

- 13. Part of Lot Number 3 in Rousseau's Outlot, according to the plat thereof, recorded in Plat Record 7, page 50, in the Office of the Recorder of Allen County, Indiana and being in the Northeast One-quarter of Section 3, Township 31 North, Range 12 East, Allen County, Indiana and more particularly described as follows:

Commencing at the southwest corner of the Northeast One-quarter of Section 3 as marked by the Harrison monument found; thence North 90 degrees 00 minutes 00 seconds East along the south line of said Northeast One-quarter, a distance of 150.17 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 433.09 feet to a five-eighths inch diameter steel pin with D&A Firm No. 0026 identification cap set at the point of beginning.

BEGINNING at the above described point; thence North 00 degrees 18 minutes 19 seconds East, a distance of 72.37 feet to a five-eighths inch diameter steel pin set with D&A Firm No. 0026 identification cap; thence South 89 degrees 41 minutes 41 seconds East, a distance of 143.93 feet to a five-eighths inch diameter steel pin set with D&A Firm No. 0026 identification cap; thence South 00 degrees 18 minutes 19 seconds West, a distance of 72.37 feet to a five-eighths inch diameter steel pin set with D&A Firm No. 0026 identification cap; thence North 89 degrees 41 minutes 41 seconds West, a distance of 143.93 feet to the point of beginning, containing 0.239 acres, more or less (10,416 square feet).

Property Address: _____ Lima Road, Fort Wayne, IN 46818

Parent Parcel Number: 02-07-03-252-007.000-073

split
Washington

Floyd

SURVEY # 212354

SHEET 1 of 2

DATE: DECEMBER 10, 2012

KERRY D. DICKMEYER, L.S. #50243
BRIAN W. JACQUAY, L.S. #20100090
SORN P. SIRIVATH, L.S. #20400020

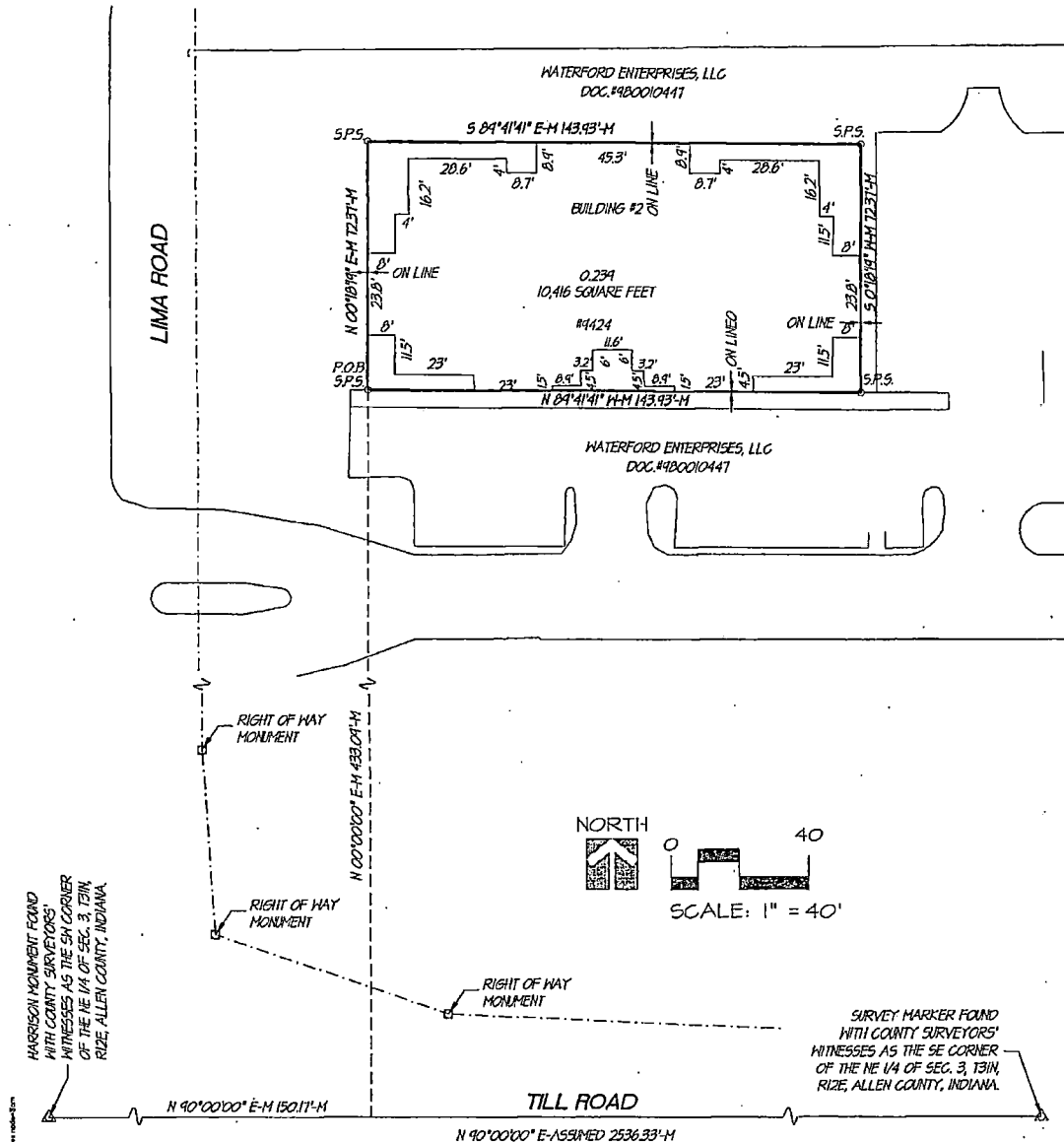
DICKMEYER & ASSOCIATES
ENGINEERS-SURVEYORS, INC.

6018 EAST STATE BOULEVARD
FORT WAYNE, INDIANA 46815-7639
OFFICE: 260-749-0125 FAX: 260-749-0921

SURVEY PLAT

THIS DOCUMENT IS A REPRESENTATION OF A RETRACEMENT OR ORIGINAL SURVEY OF LAND IN WASHINGTON TOWNSHIP, ALLEN COUNTY, INDIANA, MADE IN ACCORDANCE WITH THE RECORDS ON FILE IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

SEE ATTACHED SHEET 2 FOR DESCRIPTION AND SHEET 3 FOR SURVEYOR'S REPORT



FOR: WATERFORD ENTERPRISES, LLC

DATE FIELD WORK COMPLETED: 12/07/2012

(0.00)	- PIN BELOW (-) OR ABOVE (+) GRADE	P	- PLATTED OR CALCULATED FROM PLAT	MONUMENTS FOUND HAVE NO DOCUMENTED HISTORY, EXCEPT AS NOTED
O.H.	- OVERHANG	S.P.F.	- STEEL PIN FOUND AT GRADE	MINIMUM SETBACK AND SIDE YARD PER COVENANTS & RESTRICTIONS OR LOCAL REQUIREMENTS:
B.L.	- BUILDING LINE	S.P.S.	- 5/8" DIA. STEEL PIN, 24" LONG, SET AT GRADE, WITH CAP	N.P. FRONT BUILDING LINE
ESNT	- EASEMENT		- STAMPED "D&A FIRM NO. 0026"	N.P. REAR YARD BUILDING LINE
SD.	- SURFACE DRAINAGE		- PIPE FOUND	N.P. SIDE YARD BUILDING LINE
UT.	- UTILITY	P.F.	- P.K. NAIL FOUND	N.P. NOT PROVIDED BY CLIENT
D	- DEED OR CALCULATED FROM DEED	P.K.F.	- MAG NAIL FOUND	
H	- MEASURED OR CALCULATED FROM FIELD DATA	MAG FND	- MAG NAIL SET WITH 2" DIA. DISC	THIS SURVEY IS NOT VALID WITHOUT THE ATTACHED SHEET WHICH CONTAINS THE SURVEYOR'S REPORT CERTIFICATION, ORIGINAL SEAL AND SIGNATURE.
CB	- CHORD BEARING	MAG SET	- STAMPED "D&A FIRM NO. 0026"	

Allen County Recorder Document #: 2012073630

Survey No. 212354

Sheet 2 of 3

Date December 10, 2012

Kerry D. Dickmeyer, L.S. #S0243

Brian W. Jacquay, L.S. #20100090

Sorn P. Srivath, L.S. #20400020

DICKMEYER & ASSOCIATES

Engineers-Surveyors, Inc.

6018 East State Boulevard

Fort Wayne, Indiana 46815-7639

Office: 260-749-0125 Fax: 260-749-0921

SURVEY PLAT

THIS DOCUMENT IS A REPRESENTATION OF A RETRACEMENT OR ORIGINAL SURVEY
OF LAND IN WASHINGTON TOWNSHIP, ALLEN COUNTY, INDIANA MADE IN ACCORDANCE
WITH THE RECORDS ON FILE IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

New Parcel Description

Part of Lot #3 in Rousseau's Outlot, according to the plat thereof, recorded in Plat Record 7, page 50 in the Office of the Recorder of Allen County, Indiana and being in the Northeast One-quarter of Section 3, Township 31 North, Range 12 East, Allen County, Indiana and more particularly described as follows:

Commencing at the southwest corner of the Northeast One-quarter of Section 3 as marked by the Harrison monument found; thence North 90 degrees 00 minutes 00 seconds East along the south line of said Northeast One-quarter, a distance of 150.17 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 433.09 feet to a five-eighths inch diameter steel pin with D&A Firm No. 0026 identification cap set at the point of beginning.

BEGINNING at the above described point; thence North 00 degrees 18 minutes 19 seconds East, a distance of 72.37 feet to a five-eighths inch diameter steel pin set with D&A Firm No. 0026 identification cap; thence South 89 degrees 41 minutes 41 seconds East, a distance of 143.93 feet to a five-eighths inch diameter steel pin set with D&A Firm No. 0026 identification cap; thence South 00 degrees 18 minutes 19 seconds West, a distance of 72.37 feet to a five-eighths inch diameter steel pin set with D&A Firm No. 0026 identification cap; thence North 89 degrees 41 minutes 41 seconds West, a distance of 143.93 feet to the point of beginning, containing 0.239 acres, more or less, (10416 square feet).

Survey No. 212354

Sheet 3 of 3

Kerry D. Dickmeyer, L.S. #S0243

Brian W. Jacquay, L.S. #201000

Som P. Srivath, L.S. #20400020

DICKMEYER & ASSOCIATES

Engineers-Surveyors, Inc.

6018 East State Boulevard, Fort Wayne, Indiana 46815-7639

Office: 260-749-0125 Fax: 260-749-0921

SURVEYOR'S REPORT

IN ACCORDANCE WITH RULE 12 OF TITLE 865 OF THE INDIANA ADMINISTRATIVE CODE, THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE VARIOUS UNCERTAINTIES OF THE LOCATION OF LINES AND CORNERS ESTABLISHED ON THIS SURVEY AS A RESULT OF THE AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS. INCONSISTENCIES IN OCCUPATION OR POSSESSION LINES, DISCREPANCIES OR AMBIGUITIES IN RECORD DESCRIPTIONS AND PLATS, AND RELATIVE POSITIONAL ACCURACY OF THE MEASUREMENTS. REFER TO THE GRAPHIC PORTION OF THIS SURVEY FOR ADDITIONAL INFORMATION REGARDING THIS DISCUSSION. CONTRACT REQUIREMENTS: THIS SURVEY WAS COMPLETED IN ACCORDANCE WITH TITLE 865 INDIANA ADMINISTRATIVE CODE 1-12-12. THIS SURVEY IS CERTIFIED TO THE NAMED PARTIES BELOW AND MAY NOT BE RELIED UPON BY ANY OTHER PERSON, PERSONS OR ENTITY FOR ANY PURPOSE. THERE ARE NO INTENDED THIRD PARTY BENEFICIARIES OF THIS SURVEY OR ANY MATTERS CONTAINED HEREON. THE LIABILITY OF THE SURVEYOR AND DICKMEYER & ASSOCIATES ENGINEERS-SURVEYORS, INC. IS LIMITED TO THE PARTIES TO WHICH THE SURVEY IS CERTIFIED AND ONLY AS TO THOSE MATTERS WHICH EXIST UPON THE SURVEYED REAL ESTATE AS TO THE DATE OF CERTIFICATION AND WHICH HAVE BEEN SURVEYED PURSUANT TO THE STANDARDS AND SPECIFICATIONS AS SET FORTH HEREIN.

This is an original survey of a 0.239 acre parcel situated in the Northeast One-quarter of Section 3, Township 31 North, Range 12 East, Allen County, Indiana. This survey was completed without the benefit of a title commitment or abstract of title. A complete title search may reveal facts that may change portions of this survey. Client has requested we provide an original survey of said 0.239 acres. This new parcel was subdivided from the parent tract described in DOC. #980010447 as directed by client.

- A) **AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS:** In our field research for this survey, we located a sufficient number of adjacent monuments (as shown on the graphic segment of this survey), which in our opinion, provided us with enough data to verify or reestablish the deed location of the subject property relative to the applicable found and accepted as adjacent deed boundaries. Unless noted otherwise on this survey, all found monuments are flush with the ground, in good material condition and firmly set in the ground. The following monumentations were accepted as the best available evidence of the location of Public Land System corners:

-southwest corner of the NE ¼ Section 3.....Harrison monument found with County Surveyor's Witnesses

-southeast corner of the NE ¼ Section 3.....survey marker found with County Surveyor's Witnesses

The original monuments for this parcel were set as shown on sheet no. 1.

THEORY OF LOCATION: Based on the monuments found and the comparison of measurements taken between monuments and deeded dimensions, the line between the monuments found at the southwest and southeast corners of the Northeast One-quarter of Section 3 was held as the baseline for this survey. This line was used because the terminal ends appeared to be undisturbed and County Surveyor's referenced monuments. This line has been assigned an assumed bearing of North 90 degrees 00 minutes 00 seconds East (basis of bearings). The boundary lines of this parcel were established by the outer most edge of the building. It is my opinion that the uncertainty associated with these corners is 0.1 feet based on measurements relative to the baseline.

- B) **OCCUPATION OR POSSESSION LINES:** Items, such as fences, indicating occupation or possession lines, are shown on the graphic portion of this survey with dimensions indicating their position relative to the lines and corners of this survey. The dimensions are given to the nearest tenth of a foot to illustrate the difference of the inconsistencies between said occupation or possession lines with the deed or plat line(s). Any uncertainty associated with these items is limited to the significant figures indicated by the dimensions. The outer most edge of the building is the possession line.

- C) **CLARITY OR AMBIGUITY OF RECORD DESCRIPTIONS:** There are no apparent discrepancies in the record deeds in this area. Copies of Document Numbers 980010447 and 980016847 were reviewed and used in the completion of this survey.

- D) **RELATIVE POSITIONAL ACCURACY OF MEASUREMENTS:** The relative positional accuracy of measurements performed on this survey is within a URBAN Class survey due to random errors in measurement, equipment and trained personnel as defined in I.A.C. 865 1-12-7.

It is not the intent of this survey or Surveyor to determine ownership, rights of ownership nor title of the property. There are no front build line, sideyard or rear yard setbacks given on the record deed and written evidence of setbacks has not been provided to this office as required by State Statute 865 IAC 1-12-13 (12) & (13).

THIS SURVEY WAS PERFORMED BY, OR UNDER, THE RESPONSIBLE DIRECTION OF THE UNDERSIGNED REGISTERED LAND SURVEYOR AND TO THE BEST OF SAID REGISTERED LAND SURVEYOR'S KNOWLEDGE AND BELIEF, SAID SURVEY WAS EXECUTED ACCORDING TO THE APPLICABLE SURVEY REQUIREMENTS OF TITLE 865 I.A.C. - 1-12.

SIGNATURE

VALID ONLY WITH ORIGINAL HAND AND SEAL

DATE: December 10, 2012

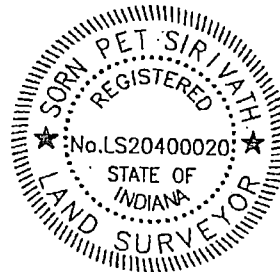
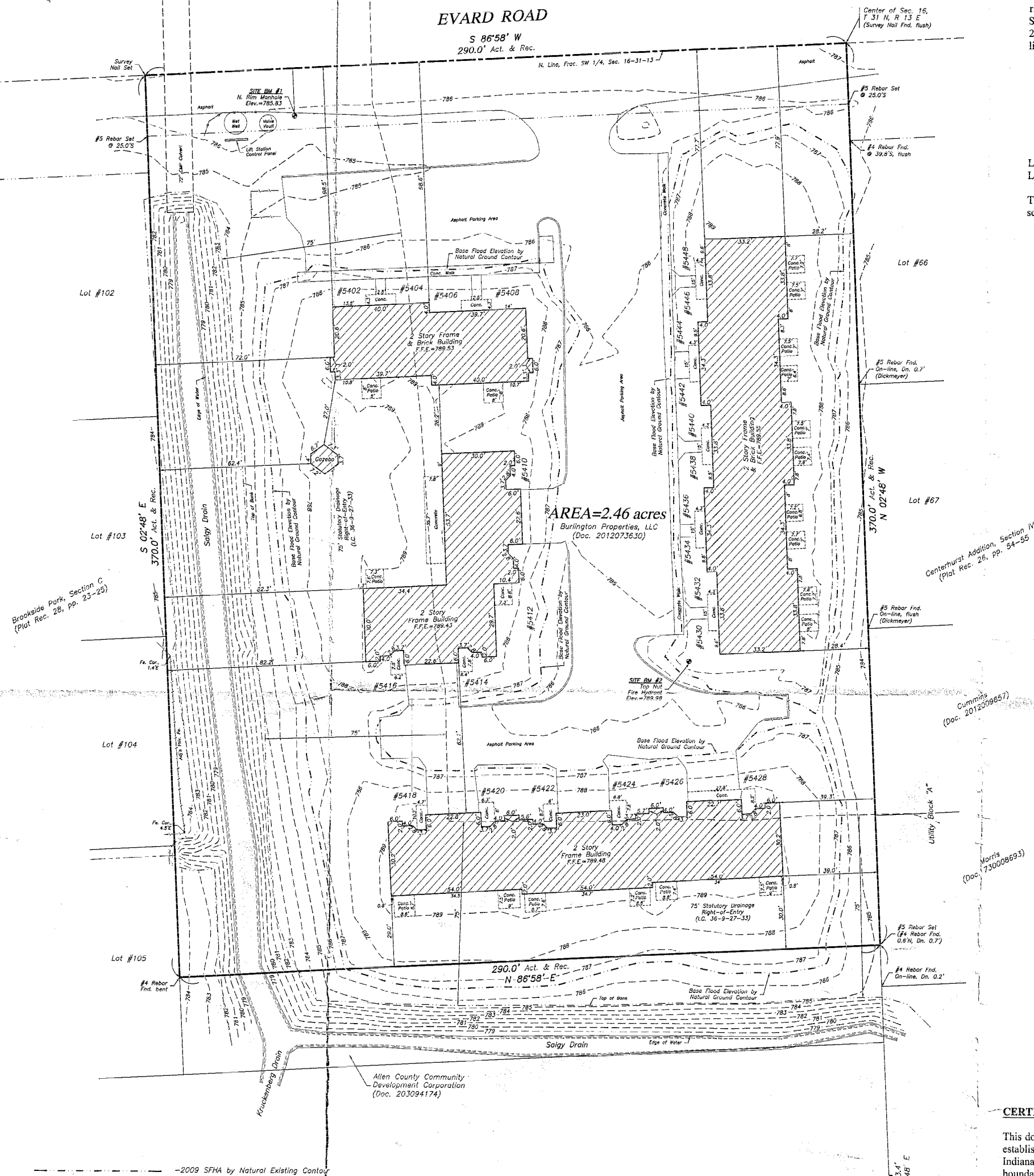


Exhibit B

PLAT OF SURVEY

RAMBLEWOOD DRIVE

EVARD ROAD

S 86°58' W
290.0' Act. & Rec.

Beginning Benchmark:
INDOT CORS Base Station RCTM0009, located at INDOT Fort Wayne, 5333 Hatfield Road, Fort Wayne, IN
Base Station Elev.=863.76

Site Benchmark #1:
North rim of existing manhole located 19.5 feet South and 61 feet East of the Northwest corner of subject tract.
Elev.=785.83

Site Benchmark #2:
Top nut of existing fire hydrant located 74.4 feet West and 119.5 feet North of the Southeast corner of subject tract.
Elev.=789.98

The flood zone shown is Zone AE. The Base Flood Elevation from 2013 FIS Plate No. 87P at the location of the existing buildings is 786.6 feet NAVD'88. This BFE has been confirmed by the Indiana DNR on-line flood determination page at: <https://dnrmaps.dnr.in.gov/appsphp/fdms/>.

NOTE: All elevations on this sheet are NAVD'88.



SCALE IN FEET:

0 30 60

RECORD DESCRIPTION: (as described in Document Number 2012073630)

The East 290.0 feet of the North 370.0 feet of the Southwest quarter of Section 16, Township 31 North, Range 13 East, in Allen County, Indiana, more particularly described as follows, to-wit:

Beginning at the Northeast corner of said Southwest quarter; thence South 89 degrees 42 minutes West (deed bearing and is used as the basis for the bearings in this description), on and along the North line of said Southwest quarter, being within the right-of-way of Evard Road, a distance of 290.0 feet; thence South 00 degrees 00 minutes East and parallel to the East line of said Southwest quarter, a distance of 370.0 feet; thence North 89 degrees 42 minutes East and parallel to said North line, a distance of 290.0 feet to a point on the East line of said Southwest quarter; thence North 00 degrees 00 minutes West on and along said East line, a distance of 370.0 feet to the point of beginning.

Last Deed of Record: Doc. 2012073630
Last Date of Fieldwork: February 9, 2021

This property appears to lie within Zone AE Floodway as the description plots by scale on Flood Insurance Rate Map No. 18003C 0189G, effective August 3, 2009.

CERTIFICATE OF SURVEY

This document is a record retracement survey of real estate prepared under IAC Title 865, Article 1, Rule 12 and in conformity with established practices of surveying and made in accordance with the record on file in the Office of the Recorder of Allen County, Indiana. The land described exists in full dimensions as shown hereon in feet. It is free from encroachments either way across boundary lines unless specifically stated hereon. Corners were perpetuated as indicated.

I, Joseph R. Herendeen, 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. I further certify the above statements to be correct to the best of my information, knowledge, and belief.

Joseph R. Herendeen
Indiana Professional Surveyor Date: 03/02/2021



SURVEYOR'S REPORT

Prepared as a part of the foregoing survey.

Address: 5402-5448 Evard Road, Fort Wayne, IN 46835

This survey is intended to retrace the record boundaries of a tract of real estate described in a Limited Liability Company Quitclaim Deed from Waterford Enterprises, LLC, to Burlington Properties, LLC, dated December 19, 2012, and recorded in Document Number 2012073630 in the Office of the Recorder of Allen County, Indiana.

In Accordance with Title 865, Article 1.1, Chapter 12, Sec. 1 et. seq. of the Indiana Administrative Code, the following observations and opinions are submitted regarding various uncertainties in (a) reference monuments, (b) lines of occupation, (c) record descriptions, and (d) those uncertainties due to random errors in measurement ("relative positional accuracy"). There may be unwritten rights associated with these uncertainties.

REFERENCES: A copy of the following documents were reviewed in completion of this survey:

- The deeds of the subject tract and the adjoining tracts, as shown on the plat of survey.
- Allen County Surveyor's Section Corner Records.
- The plat of Centerhurst Addition, Section IV, Plat Record 26, pages 54-55.
- The plat of Brookside Park, Section C, Plat Record 28, pages 23-25.

(A) AVAILABILITY OF REFERENCE MONUMENTS:

The existing monuments of the Public Land Survey corners were held as controlling corners and were used as the basis for this survey. The found monuments are considered by the undersigned surveyor to be "local corners" which are subject to undiscovered evidence regarding the true location of said corners. The corners of subject tract are marked as shown on the survey certificate in conformity with said survey monuments. Uncertainties based on existing monuments are not readily determinable due to the use of said local corners. The following monument was accepted as the location of the Public Land Survey corners:

- The Center of Section 16.....Undocumented survey nail found.
- The South Quarter corner of Section 16.....No monument evidence found.
- The West closing Quarter corner of Section 16.....Undocumented #5 rebar found with Brown cap.

Due to a lack of found monuments at the West closing Quarter corner of Section 16, the North line of the Fractional Southwest Quarter was established from the Center of said Section 16, through a point at record distance West from said Center of Section 16 and Northerly from a #4 rebar at the Southwest corner of subject tract. The East line of the Fractional Southwest Quarter was established between the above-referenced monuments. Uncertainties due to variances between all found monuments and record distances were determined to be 0.6 feet in any direction.

(B) OCCUPATION AND/OR POSSESSION LINES:

Occupation and/or possession lines near the perimeter of subject tract are shown on the plat of survey with the variances from the boundary lines as established in this survey. Encroachments and/or discrepancies may be buried or otherwise obscured by natural or man-made obstructions. A privacy fence from a West adjoining tract extends and lies from 1.4 feet to 4.5 feet East of the West line of subject tract, as shown on the Plat of Survey. Uncertainties based upon existing occupation and/or possession lines vary from the lines established in this survey by a maximum of 4.5 feet in the East-West direction.

(C) AMBIGUITY OF RECORD DESCRIPTIONS:

Upon review of the most current deeds of record, the base tract description does not contain any ambiguity with any of the adjoiners' descriptions. Therefore, there are no uncertainties based upon record descriptions.

(D) RELATIVE POSITIONAL ACCURACY:

The relative positional accuracy representing the uncertainty due to random errors in measurements of the corners established in this survey is less than or equal to the specifications for a Suburban Survey (0.13 feet plus 100 ppm) as defined by IAC 865.

(E) ESTABLISHMENT OF LINES AND CORNERS:

1. The East line of subject tract was established on and along the East line of the Fractional Southwest Quarter.
2. The North line of subject tract was established on and along the North line of the Fractional Southwest Quarter.
3. The South line of subject tract was established between a deed point on the East line of the Fractional Southwest Quarter and a #4 rebar at the Southwest corner of subject tract.
4. The West line of subject tract was established between a deed point on the North line of the Fractional Southwest Quarter and a #4 rebar at the Southwest corner of subject tract.

(F) NOTES:

1. This survey is an opinion of a licensed land surveyor of the State of Indiana as to the actual location of the lines and corners outlined in the deed description. This opinion is based on logic, relevant field and research evidence, and established surveying principles. However, this opinion is subject to the interpretation of its deed description, and the boundaries of adjacent tracts may not be consistent with the boundaries of the subject tract. As a consequence, another surveyor may arrive at a different conclusion and different location of the boundaries.
2. A survey cannot resolve uncertainties in the position of the original boundaries that exist. Only courts may establish property lines. The boundaries were established from the most current recorded descriptions. An abstract or title search may reveal the existence of matters of ownership and rights of others not otherwise apparent. As of this date, no title commitment has been provided for review.
3. The flood statement hereon is for informational purposes only. Accurate determination of the flood hazard status of the property can only be made by an elevation study which is beyond the scope of this survey.
4. No attempt has been made to review or come to an opinion on the title or marketability of the title. Any appearance of an opinion on the title is unintentional.
5. Unplatted easements, setback lines, restrictive covenants, or land use regulations affecting the subject tract are shown only when documentation of such matters has been furnished by the client.
6. All documents of record and information from other public sources referred to in this survey are hereby incorporated as part of this survey as if fully set out.
7. No attempt has been made to determine the zoning status of the property. It is the responsibility of the parties involved in the real estate transaction to determine compliance with zoning regulations.
8. Any fence or other evidence of possession which varies from the written title lines may constitute adverse possession or prescriptive rights.
9. Subsurface and environmental conditions were not examined or considered as a part of this survey.
10. Any acreage shown is based on the boundaries established from the deed description and no certification is made that the land area shown on the survey is the exact acreage owned by the client.
11. Expression of distances to hundredths of a foot and angles to seconds of arc is solely to minimize errors introduced by rounding. Neither distances nor angles can be measured to the degree of precision implied by the stated units. No dimension on the survey can be interpreted to be of greater precision than the theoretical uncertainty stated in Part (D) of the Surveyor's Report.
12. Since the last date of fieldwork of this survey, conditions beyond the knowledge or control of Sauer Land Surveying, Inc. may have altered the validity and circumstances of matters shown or noted hereon.
13. Declaration is made to original purchaser of the survey, and is not transferable to additional institutions or subsequent owners. This survey is valid only with the surveyor's original or electronic signature and seal, full payment of invoice, and complete with all pages of the survey.
14. No statement made by any employee or agent of Sauer Land Surveying, Inc. is valid unless written herein.

Topographical & IAC 865 Survey & Surveyor's Report
of
Part of the Fractional Southwest Quarter of Section 16,
Township 31 North, Range 13 East, Allen County, Indiana

Revisions:	For: Burlington Properties, LLC	Drawn By: JJB
	By: Sauer Land Surveying, Inc.	Checked By: JRH
	14033 ILLINOIS ROAD, SUITE C FORT WAYNE, IN 46814 TEL: 260/469-3300 / FAX: 260/469-3301	Scale: 1" = 30'
	Date: March 2, 2021	Job No. 138-114