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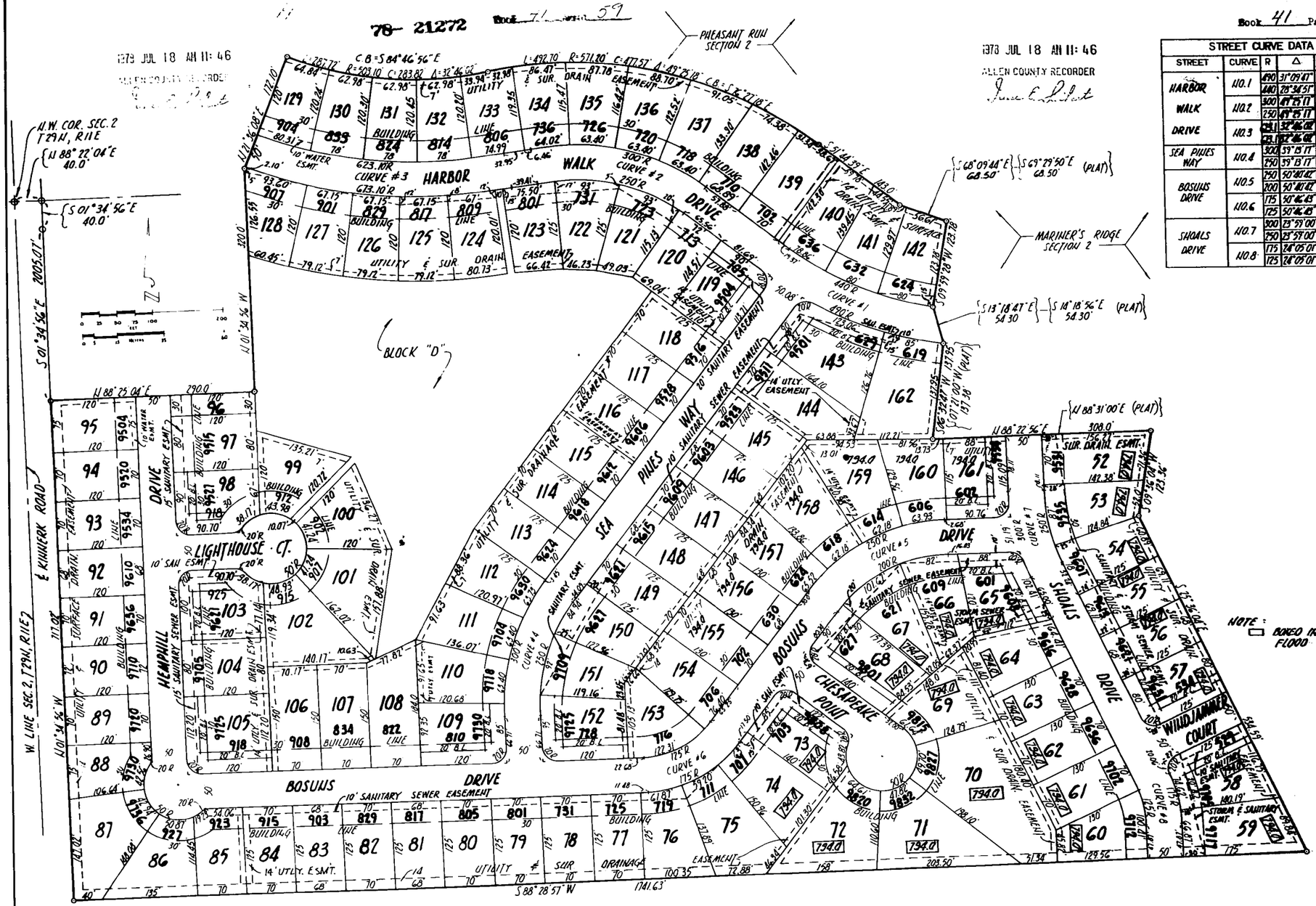
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NOTE: ▭ DENOTES AREAS REPRESENTS FLOOD PROTECTION GRADES

STREET CURVE DATA						
STREET	CURVE	R	Δ	L	C	T
HARBOR WALK DRIVE	#10.1	490	31°09'41"	266.51	263.28	136.64
		440	28°34'51"	219.48	217.22	112.05
	#10.2	300	41°25'11"	216.71	212.02	113.09
		250	69°25'11"	176.64	169.02	175.04
	#10.3	623.10	32°46'08"	356.35	351.54	183.19
		623.10	32°46'08"	356.35	351.54	183.19
SEA PINES WAY	#10.4	300	39°15'11"	205.36	201.38	106.69
		250	39°15'11"	171.14	167.81	89.07
BOSUNS DRIVE	#10.5	250	50°00'42"	221.13	213.99	118.58
		300	50°00'42"	176.90	171.19	94.71
	#10.6	175	50°06'45"	155.09	150.07	83.06
		125	50°06'45"	110.78	107.19	59.32
SHOALS DRIVE	#10.7	300	23°59'00"	125.58	124.66	63.72
		250	23°59'00"	104.65	103.88	53.10
	#10.8	175	28°09'01"	73.56	73.02	37.53
		175	28°09'01"	52.54	52.16	26.66

LOT CURVE DATA				
LOT NO.	R	L	C	Δ/2
142	440	80'	79.89	05°12'32"
141	440	80'	79.89	05°12'32"
140	440	79.49	79.44	05°52'24"
139	300	11.01'	11.01'	01°05'05"
137	300	63.40	63.28	06°03'15"
136	300	63.40	63.28	06°03'15"
135	300	63.40	63.28	06°03'15"
134	300	57.36	57.41	05°29'41"
133	623.1	82.04	82.03	01°52'58"
132	623.1	76'	71.95'	03°35'10"
131	623.1	76'	71.95'	03°35'10"
130	623.1	76'	71.96	03°35'10"
129	623.1	80.31'	80.25	03°41'58"
128	623.1	99.60	99.52	03°59'02"
127	623.1	67.15'	67.12	02°51'29"
126	623.1	67.15'	67.12	02°51'29"
125	623.1	67.15'	67.12	02°51'29"
124	623.1	67'	66.97	02°51'06"
BLOCK "D"	623.1	10.00'	10.00'	00°55'52"
123 "A"	623.1	12.89'	12.89'	00°37'55"
123 "E"	250	73.20'	73.19	02°39'30"
122	250	93'	92.86	10°39'25"
121	250	93'	92.86	10°39'25"
120	250	6.44'	6.44'	00°44'16"
112	300	60.28	60.18	05°45'23"
111	300	63.40	63.28	06°03'15"
110	300	63.40	63.28	06°03'15"
109	300	18.29	18.29	01°44'48"
103	50'	38.17	37.27	21°52'12"
102	50'	48.93	48.00	28°02'05"
101	50'	41.24	40.08	23°37'44"
100	50'	41.24	40.08	23°37'44"
BLOCK "D"	50'	10.07	10.05	05°46'11"
99	50'	23.90	23.68	27°11'55"
98	50'	38.17	37.27	21°52'12"
88	50'	42.36	41.29	24°23'06"
87	50'	42.36	41.63	24°36'10"
86	50'	50.87	48.70	29°08'47"
85	50'	19.23	19.11	11°01'05"
76	175	50.39	50.22	08°14'56"
75	175	29.20	28.97	09°41'28"
74	175	49.50	49.31	01°26'54"
73	50'	43.82	42.45	25°06'25"
72	50'	64.61	60.21	37°01'08"
71	50'	41.82	40.08	47°23'56"
70	50'	49.20	47.68	28°28'39"
69	50'	29.64	29.21	16°58'57"
68	200	9.26'	9.26'	01°19'35"
67	200	101.67	100.58	14°33'41"
66	200	65.97	65.67	09°26'58"
65	300	37.41'	37.39	03°34'52"
60	175	52.54	52.16	17°02'28"
59	175	19.00'	18.99'	03°06'37"
58	175	54.56'	54.58'	08°39'54"
54	250	25.36'	25.35'	02°57'07"
53	250	28.89'	28.56'	09°02'88"
161	300	36.98'	36.96'	03°31'53"
160	250	61.25'	61.09'	07°01'01"
159	250	62.18'	62.02'	07°07'31"
158	250	62.18'	62.02'	07°07'31"
157	250	35.52'	35.49'	08°08'18"
154	175	11.15'	11.15'	02°55'22"
153	175	99.65'	97.01'	32°50'00"
152	250	28.29'	28.27'	05°48'30"
151	250	92.00'	91.68'	10°32'32"
150	250	50.85'	50.76'	05°49'31"
143	490	123.06'	122.74'	07°11'41"
162	490	85.00'	84.89'	09°56'27"
119	490	8.31'	8.31'	00°29'09"

PLAT OF

MARINER'S RIDGE SECTION III

A SUBDIVISION IN SECTION 2,
TOWNSHIP 29 NORTH, RANGE 11 EAST,
ALLEN COUNTY, INDIANA

NOTE
CORNERS ESTABLISHED WITH ½ IRON PINS DESIGNATED THUS ┬

THE UNDERSIGNED SURVEYOR HAS DETERMINED THAT THE TRACT OF LAND HEREIN SUBDIVIDED INTO LOTS 52 THRU 162 OF MARINER'S RIDGE SECTION III LIES OUTSIDE THE FLOOD PLAIN OF THE REGULATORY FLOOD AS DEFINED IN THE ZONING ORDINANCE OF ALLEN COUNTY, INDIANA AS AMENDED JUNE 27, 1974.

DULY ENTERED FOR TAXATION

JUL 18 1978

Jean A. Rebecker
AUDITOR OF ALLEN COUNTY

INSTRUMENT # 5749

THIS PLAT PREPARED BY AND CERTIFIED ON THIS 13th DAY OF September, 1978

KEITH E. SMITH
REGISTERED
No. S-0197
STATE OF INDIANA
LAND SURVEYOR

Keith E. Smith
REGISTERED LAND SURVEYOR

CONFIRMED BY THE ZONING ADMINISTRATOR OF ALLEN COUNTY ON THIS 28 DAY OF Nov. 1977

Alan G. Hanna

DEVELOPED BY
COLONIAL INVESTMENT CORPORATION
333 EAST WASHINGTON BOULEVARD
FT. WAYNE, INDIANA

TURNBELL-GREEN AND ASSOCIATES, INC. ENGINEERS AND SURVEYORS
519 TENNESSEE AVENUE
FORT WAYNE, INDIANA 46805

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Jane E. Likert

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LEGAL DESCRIPTION OF MARINER'S RIDGE, SECTION III,
A SUBDIVISION IN SECTION 2, TOWNSHIP 29 NORTH,
RANGE 11 EAST, ALLEN COUNTY, INDIANA

Part of Section 2, Township 29 North, Range 11 East, Allen County, Indiana, more particularly described as follows: Commencing at the Northwest corner of Section 2, Township 29 North, Range 11 East, Allen County, Indiana; thence North 88 degrees 22 minutes 04 seconds East along the North line of said Section 2 a distance of 40 feet; thence South 01 degrees 34 minutes 56 seconds East a distance of 40 feet to the Northwest corner of Pheasant Run, Section I, a subdivision in the aforementioned Section, Township, and Range; thence South 01 degrees 34 minutes 56 seconds East along the West line of Pheasant Run, Sections I and II, said line being the East right-of-way line of Kinnerk Road, a distance of 2005.07 feet to the point of beginning said point being the Southwest corner of Lot #157 in Pheasant Run, Section II; thence along the Southerly and Easterly boundary of Pheasant Run, Section II, by the following described courses: North 88 degrees 25 minutes 04 seconds East a distance of 290.0 feet; thence North 01 degrees 34 minutes 56 seconds West a distance of 320.0 feet; thence North 21 degrees 36 minutes 08 seconds East a distance of 172.10 feet; thence Southeasterly a distance of 287.72 feet along a curve deflecting to the left having a radius of 503.10 feet and not tangent to the last described course and subtended by a chord having a length of 283.82 feet and a bearing of South 84 degrees 46 minutes 56 seconds East; thence Southeasterly a distance of 492.70 feet along a curve deflecting to the right having a radius of 571.20 feet and tangent to the last described curve course and subtended by a chord having a length of 477.57 feet and a bearing of South 76 degrees 27 minutes 18 seconds East to the Southwest corner of Lot #206 in Mariner's Ridge, Section II, a subdivision in the aforementioned Section, Township, and Range; thence departing from the Pheasant Run, Section II, boundary and proceeding along the Southerly and Westerly boundary of Mariners Ridge, Section II, by the following described courses: South 51 degrees 44 minutes 39 seconds East a distance of 143.0 feet; thence South 68 degrees 09 minutes 44 seconds East a distance of 68.50 feet (South 69 degrees 29 minutes 50 seconds East, 68.50 feet plat); thence South 09 degrees 59 minutes 28 seconds West a distance of 123.78 feet; thence South 13 degrees 18 minutes 47 seconds East (South 14 degrees 18 minutes 56 seconds East plat) a distance of 54.30 feet; thence South 06 degrees 32 minutes 47 seconds West a distance of 137.95 feet (South 07 degrees 21 minutes 00 seconds West a distance of 137.38 feet plat); thence North 88 degrees 22 minutes 56 seconds East (North 88 degrees 31 minutes 00 seconds East plat) a distance of 308.0 feet; thence departing from the Mariner's Ridge boundary South 09 degrees 36 minutes 04 seconds West a distance of 123.36 feet; thence South 25 degrees 36 minutes 04 seconds East a distance of 534.59 feet; thence South 88 degrees 28 minutes 57 seconds West a distance of 1741.63 feet to a point on the East right-of-way line of Kinnerk Road; thence North 01 degrees 34 minutes 56 seconds West along the said East right-of-way line a distance of 717.02 feet to the point of beginning containing 34.56 acres more or less and subject to all easements of record.

I, Keith E. Smith, hereby certify that I am a Land Surveyor licensed in compliance with the laws of the State of Indiana, and that this plat correctly represents a survey completed by me September 15, 1976; that all markers shown thereon actually exist and that their location, size, type, and material are accurately shown. Said lots are numbered 78 thru 163, both inclusive, and 165 thru 185, both inclusive.

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AUDITOR OF ALLEN COUNTY

INSTRUMENT # 5749

Keith E. Smith
Registered Land Surveyor

KEITH E. SMITH REGISTERED S.H.A. No. S-0197 STATE OF INDIANA LAND SURVEYOR

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Allen County Recorder Document #: 780021272

PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS AND EASEMENTS

FOR

MARINER'S RIDGE, SECTION 3

AN ADDITION TO THE CITY OF FORT WAYNE, INDIANA

COLONIAL INVESTMENT CORPORATION, by David C. Meek, its Vice President, and by Donald N. Landgraff, its Secretary, hereby declare that they are the owners of the real estate shown and described in this plat and do hereby lay off, plat, and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. This subdivision shall be known and designated as MARINER'S RIDGE, SECTION 3, an Addition to the City of Fort Wayne, Indiana.

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

1. All lots shall be used for residential dwelling purposes, for schools, churches, convents, parish houses, public playgrounds and public parks only.

2. No dwelling shall be permitted on any lot at a cost of less than Fifteen Thousand and No/100 Dollars ($15,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 960 square feet for a one-story dwelling, and not less than 528 square feet for a dwelling of more than one-story.

3. Easements for the installation and maintenance of public utilities and sewer and drainage facilities in, over, on and under lands and lots in said Addition are reserved as shown on the accompanying plat. The grade of the land in any such easement shall not be changed or altered by any owner of any lot after said grade has been established. No building or structure, or portion thereof, and no trees, shrubs, or planting of any kind whatsoever, or any portion thereof, shall at any time be erected, planted or placed on the easements located on the rear of said lots. It is understood that any utility company making use of the easement as aforesaid shall not be held responsible or liable for replacing or repairing any structure or planting in any easement, but shall be required to restore the ground to its original condition, -grading, reseeding, soding, etc.

4. Building lines are hereby created, the minimum distance measured [illegible] ing street lines being 30 feet; except

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JUL 18 1978

Jean D. Rebelkar
AUDITOR OF ALLEN COUNTY

INSTRUMENT L 5749

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for the corner lots of said Addition, which shall be subject to the 30 foot building line only on the street on which the front of the dwelling on said corner lot shall face, and the building line for that portion of the said corner lots upon which the side of the dwelling shall face shall be a minimum of 20 feet. No building, or any part or portion thereof shall at any time be erected or placed upon the space between said building line and the street adjacent thereto. No projection of any building shall be permitted to extend into or encroach upon said space except that the steps and platform in front of the main door may extend over said line not to exceed five feet.

5. No rain and storm water runoff, or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the sanitary sewerage system, which shall be a separate sewer system from the storm water and surface water runoff outlets.

6. To establish and maintain harmonious lot grades, the undersigned owners reserve in themselves, or whomsoever they may designate, the right to establish said grades prior to the construction of any building.

7. No noxious of offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, one sign of not more than six square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, except construction debris which is to be removed as soon as practicable.

12. No fence wall, tree, hedge, or shrub planting, which obstructs sight lines at heights between two and six feet above the roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street property lines extended.

13. Access to any road shall be only from the public street at the front of any lot in the subdivision, except for corner lots where access may be from the public street at the front of a lot in the subdivision or from the side street intersecting the street at the front of the lot. No drive, access route, or other means of ingress and egress to any lot in the subdivision shall be allowed from the Dunkelberg Road or Kinne Road, except as provided for by the plat.

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14. For a period of five years from the recording of these restrictions, the owner hereof, Colonial Investment Corporation, may alter and amend these restrictions for so long as the said owner retains title to a majority of the lots platted as Mariner's Ridge, Section 3, or the said owner together with the owners of other lots in Mariner's Ridge, Section 3, to whom title has been conveyed or a majority of the owners may change or amend the said restrictions. Commencing five years after the recording of these restrictions they shall continue for a period of twenty years with any amendments, changes or alterations of the restrictions requiring a vote of seventy-five percent (75%) of the record owners of the lots; and thereafter these restrictions shall automatically be extended for successive ten year periods unless an instrument signed by a majority of the record owners of the lots is recorded in the office of the Recorder of Allen County, Indiana, agreeing to the change in the conveyance in whole and in part. These protective covenants and restrictions shall run with the land and shall be binding on all persons claiming under them.

15. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure, designed for use in boring for oil or natural gas, shall be erected, maintained, or permitted on any lot.

16. No screen planting over 30 inches high nor any fence, shall be permitted between the street right-of-way and the building set back line.

17. No owner shall remonstrate against or otherwise in any way object to or commence or otherwise be a party to any legal proceedings to prevent any action taken by the Common Council of the City of Fort Wayne, Indiana, to annex or otherwise incorporate within the boundaries of said City all or any portion of said Addition to said City of Fort Wayne, Indiana, pursuant to any existing or future statute or other law of the State of Indiana or otherwise.

18. Any user or occupier of land in this Agreement shall first obtain from the appropriate Governmental Body the issuance of such Improvement Location Permits and/or Certificates of Occupancy as may be required by applicable zoning or other ordinances. Permits and Certificates shall be a condition precedent to the use and occupation of any lot or tract within this subdivision. This provision shall be construed to be a protective covenant running with the land and enforceable by the local authorities having jurisdiction, or by any aggrieved lot owner in this Addition.

19. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than a distance of ten percent (10%) of the lot width to an interior lot line and the combined width of both side yards shall be not less than a distance equal to twenty-five percent (25%) of the lot width. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. All lots shall have curb cuts as needed for driveway purposes to any public street upon which they may abut.

20. No individual water supply systems, or individual sewage disposal systems, shall be installed, maintained, or used on any lots in this subdivision.

21. In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby re-

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served and granted to all Public Utility Companies, and proprietors of the land herein platted and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain, and remove all and every type of gas main, water main, and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

22. No lot or combination of lots may be further subdivided until approval therefore has been obtained from the Allen County Plan Commission or its successor, except, to provide larger lots and in that event no approval is required.

23. The owner, Colonial Investment Corporation, intended to and will cause to be incorporated a not-for-profit corporation entitled Mariner's Ridge Community Association, and hereby extends to each lot owner a non-compulsory optional membership in such corporation, exercisable by such owner at any time. It is the platter's intent that the code of By-Laws, a true copy of which is attached be deem a covenant of equal force and effect as all others herein set forth. By-Laws means the code of By-Laws of the Mariner's Ridge Community Association.

24. No radio or television antenna with more than thirty (30) square feet of grid area or which attains a height in excess of six (6) feet above the highest point of the roof shall be attached to any dwelling house. No free standing radio or television antenna shall be permitted on any lot.

25. Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of these covenants and restrictions. Failure by the Colonial Investment Corporation or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

26. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

27. No building, fence wall or other structure shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee, such Committee to be composed of three members, the Committee members to be: David C. Meek, Gerold G. Howard, and Donald Landgraff. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. In the event said Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

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28. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes.

IN WITNESS WHEREOF, COLONIAL INVESTMENT CORPORATION, BY David C. Meek, its Vice President, and attested by Donald N. Landgraff, its Secretary, owners of the real estate described in said Plat, have hereunto set their hands this 30th day of September, 1976.

COLONIAL INVESTMENT CORPORATION

BY: David C. Meek
David C. Meek, Vice President

BY: Donald N. Landgraff
Donald N. Landgraff, Secretary

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STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 30th day of September, 19 76, appeared COLONIAL INVESTMENT CORPORATION, by David C. Meek, its Vice President, and attested by Donald N. Landgraff, its Secretary, owners of the real estate described in said Plat, and acknowledged the foregoing to be their official and voluntary act and deed for the uses and purposes therein mention.

Nancy Jo Davies Notary Public

My Commission Expires:

June 21, 1980

APPROVALS:

APPROVED: PLAN COMMISSION
Allen County, Indiana

BY: William W. Sowers, President

BY: James E. Walley, Secretary

APPROVED: COUNTY SURVEYOR
Allen County, Indiana
APPROVED FOR DRAINAGE ONLY

BY: William L. Sweet

APPROVED: BOARD OF COMMISSIONERS
County of Allen, Indiana

BY: Vance L. Amstutz

BY: Jack K. Dunifon

BY: Richard M. Ellenwood 9-16-77

APPROVED: BOARD OF PUBLIC WORKS
City of Fort Wayne, Indiana

BY: Henry P. Wehrenberg

BY: Max G. Scott

BY: Ethel A. LaMar 9-19-77

APPROVED: HEALTH COMMISSIONER
Fort Wayne-Allen County

BY: Dr. Jane M. Irmscher 9-16-77

The foregoing Plat, Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals prepared by Donald N. Landgraff, Attorney at Law, 333 East Washington Boulevard, Fort Wayne, Indiana 46801.

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CODE OF BY LAWS

OF

MARINER'S RIDGE COMMUNITY ASSOCIATION

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DULY ENTERED FOR TAXATION

JUL 18 1978

Jan D. Uebelhoer

AUDITOR OF ALLEN COUNTY

INSTRUMENT L 5749

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CODE OF BY-LAWS

OF

MARINER'S RIDGE

ARTICLE I

Section 1.01 - Definitions

A. "Project" means the property and appurtenant easements, the buildings, improvements, and property of every kind and nature whatsoever, real, personal or mixed, located upon the Property known as Mariner's Ridge, an addition to the City of Fort Wayne, Indiana, and used in connection with the operation, use and enjoyment of the Mariner's Ridge Community Association hereinafter called "Association". It is hereby contemplated by the Plattor that additional areas may be platted and added to the Project.

B. "Association" means and refers to Mariner's Ridge Community Association, an Indiana Not-For-Profit Corporation, an Association of the home owners of Mariner's Ridge .

C. "Common Area" means the common areas and facilities appurtenant within the Property as defined in Section 6.01, Item 1 of the Code of By-Laws.

D. Plattor means the person, firm, corporation, or other legal entity causing plats to be prepared and recorded and who is owner of the ground being platted.

E. "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns the fee simple title to a lot in Mariner's Ridge and who holds membership in the Association.

F. "Common Expenses" means expenses of administration of the Association and expenses for the upkeep, maintenance, and repair of the Common Areas and all sums lawfully collectible against the members by the Association or the By-Laws.

G. "Board of Directors" means the governing body of the Association elected by the owners in accordance with the By-Laws.

H. "By-Laws" means the By-Laws of the Association providing for the administration and management of the Project.

Section 1.02 - Identification and Applicability

These By-Laws are adopted simultaneously with the execution of the protection restrictions, covenants, limitations, and easements for Mariner's Ridge, Section 2, an addition to the City of Fort Wayne, Indiana, to which these By-Laws are attached and made a part thereof. The provisions of these By-Laws shall apply to the property and the administration and conduct of the affairs of the Association.

Section 1.03

All of the members in good standing of the Association, their families or their guests or invitees shall be subject to the rules,

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JUL 18 1978

Jean D. Uebelacker
AUDITOR OF ALLEN COUNTY

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restrictions, terms and conditions set forth in these By-Laws.

ARTICLE II

MEETINGS OF ASSOCIATION

Section 2.01 - Purpose of Meetings

The meetings of the Owners shall be held for the purpose of electing the Board of Directors, approving the annual budget, providing for the collection of Common Expenses, and for such other purposes as may be required by these By-Laws.

Section 2.02 - Annual Meetings

The annual meeting of the members of the Association shall be held on the _____ day of _____ in each calendar year. At the annual meeting the Owners shall elect the Board of Directors of the Association with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 2.03 - Special Meetings

A special meeting of the members of the Association may be called by the President by a majority of the Board of Directors or upon a written petition of a one-tenth (1/10th) of either the Class A or Class B members of the Association. The petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition.

Section 2.04 - Notice and Place of Meetings

All meetings of the members of the Association shall be held at any suitable place in Allen County, Indiana, as may be designated by the Board of Directors. Written notice stating the date, time and place of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Owner not less than ten (10) days prior to the date of such meeting. The notice shall be mailed or delivered to the Owners at their address as it appears upon the records of the Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 2.05 - Voting

(A) Voting Rights in Association. The Association shall have two classes of voting membership:

1. Class A - Class A members shall be all those owners electing to join the Association with the exception of the Plattor. Class A members shall be entitled to one (1) vote for each lot in which they hold title. When more than one person holds such title all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no

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event shall more than one vote be cast with respect to a lot.

2. Class B - The Class B member(s) shall be the Plattor, the Class B member(s) shall be entitled to three (3) votes for each lot in which it holds title, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events whichever occurs earlier:

   (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

   (ii) on January 1, 1984.

(B) Number of Votes. Each Class A Owner shall be entitled to cast one vote per lot owned and each Class B Owner shall be entitled to cast three votes per lot owned on each matter coming before the meeting.

(C) Multiple Owner. Where the Owner constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to all the Vote allocable to that Lot. At the time of acquisition of title to a Lot by a multiple Owner, those persons constituting such Owner shall file with the Secretary of the Association a written declaration designation one of such persons as the voting representative for such lot, which shall remain in effect until such appointed representative relinquishes such appointment in writing, becomes incompetent, dies or such appointment is otherwise recinded by order of a court of competent jurisdiction. If no written declaration is filed the vote shall be held in common by the Owners. Such appointed voting representative may grant a proxy to another to vote in his place at a particular meeting or meetings pursuant to paragraph (d) of this Section 2.05, which shall not constitute a permanent relinquishment of his right to act as voting representative for the lot.

(D) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustees may cast the Vote on behalf of the trust and the agent or other representative of the corporation duly empowered by the Board of Directors of such corporation shall cast the Vote to which the corporation is entitled.

(E) Proxy. An Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his attorney-in-fact in writing, delivered to the Association prior to the commencement of the meeting, but said proxy shall not be valid eleven (11) months after execution unless a longer time is expressly provided on the face thereof.

(F) Quorum. Except where otherwise expressly provided in these By-Laws, members or qualified proxy's present, representing 10% of each class eligible to vote shall constitute a quorum at all meetings.

(G) Conduct of Meeting. The Chairman of the meeting shall be the President of the Association. He shall call the meeting to order at the duly designated time and business will be conducted in the following order:

(1) Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.

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(2) Treasurer's Report. The Treasurer shall report to the Owners concerning the financial condition of the Association and answer relevant questions of the Owners concerning the Common Expenses and financial report for the prior year and the proposed budget for the current year.

(3) Budget. The proposed budget for the current calendar year shall be presented to the owners for approval or amendment.

(4) Election of Board of Directors. Nominations for the Board of Directors may be made by any Owner from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least ten (10) days prior to the date of the annual meeting. Voting for Board of Directors will be by paper ballot. The ballot shall contain the name of each person nominated to serve as a Board member. Each Owner may cast the total number of votes to which he is entitled for as many nominees as are to be elected; however, he shall not be entitled to cumulate his votes. Those persons receiving the highest number of votes shall be elected. Each voting Owner shall sign his ballot.

(5) Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least ten (10) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a majority of each class of Owners entitled to vote.

(6) Adjournment.

ARTICLE III

BOARD OF DIRECTORS

Section 3.01. The affairs of the Association shall be governed and managed by the Board of Directors (herein collectively called "Board" or "Directors" and individually called "Director"). The Board of Directors shall be composed of three persons. No person shall be eligible to serve as a Director unless he is an Owner or is an officer or director of Owner.

Section 3.02. Initial Board of Directors and Term of Office.

The initial Board of Directors shall be Gerold G. Howard, David C. Meek and Donald N. Landgraff, all of whom are officers or directors of Owner. Gerold G. Howard shall serve a term of seven (7) years, David C. Meek shall serve a term of five (5) years and Donald N. Landgraff shall serve a term of three (3) years; and at each annual meeting thereafter the members shall elect a director for a term of three (3) years to replace the outgoing director.

Section 3.03. 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 trust shall be eligible to serve on the Board of Directors, except that no single lot owned by individual or a partnership may be represented on the Board of Directors by more than one person at a time.

Section 3.04. Vacancy.

Any vacancy or vacancies occurring in the Board shall be filled by a vote of

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a majority of the remaining Directors or by vote of the Owners if a Director is removed in accordance with Section 3.05 of this Article III.

Section 3.05. Removal of Directors.

A Director or Directors may be removed with or without cause by vote of a majority of each class eligible to vote at a special meeting of the Owners duly called and constituted. 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 or until his successor is duly elected and qualified.

Section 3.06. Duties of the Board of Directors.

The Board of Directors shall provide for the administration of the Mariner's Ridge Code of By-Laws. The maintenance, upkeep and replacement of the Common Areas, and the collection and disbursement of the Common Expenses.

These duties include, but are not limited to:

(a) protection, surveillance and replacement of the Common Areas;

(b) landscaping, painting, decorating and furnishing of the Common Areas;

(c) solicitation and collection from the Owners of the Owner's pro rata share of the Common Expenses;

(d) preparation of an 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 annual budget;

(f) keeping a current, accurate and detailed record of receipts and expenditures affecting the Property, 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.

Section 3.07. 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 power:

(a) to employ a managing agent or a real estate management company (either being hereinafter referred to as "Managing Agent" or "Manager") to assist the Board in performing its duties;

(b) to purchase for the benefit of the Owners such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;

(c) to procure for the benefit of the Owners fire and extended coverage insurance covering the Buildings and the Property to the full insurable value thereof and to procure public liability and property damage insurance and Workmen's Compensation insurance, if necessary, for the benefit of the Owners and the Association;

(d) to employ legal counsel, architects, contractors, accountants and

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others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of Mariner's Ridge.

(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 the Association;

(g) to adopt, revise, amend and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation and enjoyment of the project.

Section 3.08. Limitation on Board Action.

The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than $5,000.00 without obtaining the prior approval of a majority of each class eligible to vote, except in the following cases:

(a) contracts for replacing or restoring portions of the Common Areas or Limited Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;

(b) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting.

Section 3.09. Compensation.

No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority of each class of Owners eligible to vote,

Section 3.10. Meetings.

Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. The Secretary shall give notice of regular meetings of the Board to each Director personally or by United States mail at least five (5) days prior to the date of such meeting.

Special meetings of the Board may be called by the President or any two members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place and at such time within Allen County, Indiana, as shall be designated in the notice.

Section 3.11. Waiver of Notice.

Before any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 3.12. Quorum.

At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority of the

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Directors present at a meeting at which a quorum is present shall be the decision of the Board.

Section 3.13. Non-Liability of Directors.

The Directors shall not be liable to the Owners 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 Owners shall indemnify and hold harmless 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 Mariner's Ridge unless any such contract shall have been made in bad faith or contrary to the provisions of the By-Laws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of Mariner's Ridge or the Association and that in all matters the Board is acting for and on behalf of the Owners and as their agent. The liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Directors shall be limited to such percentage of the total liability or obligation thereunder as is equal to his Percentage Interest. Every contract made by the Board on behalf of Mariner's Ridge shall provide that the Board of Directors, as the case may be, is acting as agent for the Owners and shall have no personal liability thereunder, except in their capacity as Owners and then only to the extent of their Percentage Interest.

Section 3.14. Additional Indemnity of Directors.

The Owners shall indemnify 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 Association, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with 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 Owners 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 of each class of Owners eligible to vote 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 Association of Mariner's Ridge or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association 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.

ARTICLE IV

OFFICERS

Section 4.01. Officers of the Association.

The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board.

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The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 4.02. Election of Officers.

The officers of the Association shall be elected annually by the Board at the initial meeting of each new Board. Upon an affirmative vote of a majority of all members of the Board, any officer may be removed either with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.03. The President.

The President shall be elected from among the Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of president or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including but not limited to the power to appoint committees from among the Owners as he may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 4.04. The Vice President.

The Vice President shall be elected from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice President shall also perform such other duties as these By-Laws may prescribe or shall, from time to time, be imposed upon him by the Board or by the President.

Section 4.05. The Secretary.

The Secretary shall be elected from among the Owners after the initial period of two (2) years of operation during which time the Secretary shall be elected from among the Directors. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meetings, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 4.06. The Treasurer.

The Board shall elect from among the Owners, a Treasurer. The Treasurer will be elected after the initial period of two (2) years of operation during which time the Treasurer shall be elected from among the Directors. The Treasurer shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. He shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into possession of the Association. He shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name of the Association. The Treasurer shall approve payment vouchers but only with the co-signature of the President or Vice President.

Section 4.07. Assistant Officers.

The Board of Directors may, from time to time, designate and elect from among

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the Owners an Assistant Secretary and Assistant Treasurer who shall have such powers and duties as the officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board of Directors may prescribe.

ARTICLE V

ASSESSMENTS

Section 5.01. Annual Accounting.

Annually, after the close of each calendar year and prior to the date of the annual meeting of the Association, the Board shall cause to be prepared and furnished to each member a financial statement, which statement shall show all receipts and expenses received, incurred and paid during the preceding calendar year.

Section 5.02. Proposed Annual Budget.

Annually, on or before the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the ensuing calendar year estimating the total amount of the Common Expenses for the ensuing year and furnish a copy of such proposed budget to each member prior to the annual meeting. The annual budget shall be submitted to the member at the annual meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the ensuing calendar year. At the annual meeting of the members, the budget may be approved in whole or in part or may be amended in whole or in part by a majority of each class eligible to vote; provided, however, that in no event shall the annual meeting of the Members be adjourned until an annual budget is approved at such meeting, either the proposed annual budget or the proposed annual budget as amended.

Section 5.03. Regular Assessments.

The annual budget as adopted shall, based on the estimated cash requirement for the Common Expenses in the ensuing year as set forth in said budget, contain a proposed assessment against each Lot based on the percentage interest of each Lot. Immediately following the adoption of the annual budget, each Member shall be given written notice of such assessment against each respective Lot (herein called the "Regular Assessment"). The Regular Assessment against each Lot shall be paid in equal monthly installments, commencing on the first day of the month following the adoption of the budget and on the first day of each calendar month thereafter until the regular assessment is revised. Payment of the monthly installments of the Regular Assessment shall be made to the Board of Directors or their Designee.

Section 5.04. Special Assessments.

From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Members, unless otherwise provided in these By-Laws, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall be pro rated in accordance with the Percentage Interest of each Lot (herein called "Special Assessment").

Section 5.05. Failure of Member to Pay Assessments.

Each Member shall be personally liable for the payment of all Regular and

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Special Assessments. If any Member shall fail, refuse or neglect to make any payment of any Regular or Special Assessment when due, the Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular or Special Assessment. In any action to recover a Regular or Special Assessment, the Board, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorneys' fees, from the Owner of the respective lot. The consent of the recovery of the cost of collection is deemed given by an Owner's acceptance of membership.

ARTICLE VI

RESTRICTIONS ON USE

Section 6.01. Restrictions on the use and enjoyment of the Common Areas, Limited Areas and the Property shall be applicable to Mariner's Ridge as follows:

1. Common Areas are defined as those areas deeded to the Association by the Plattor and prescribed by the Board for use by the membership. There shall be no obstruction of the Common Area. There shall be nothing stored in the Common Area without prior consent of the Association.

2. There shall be no violation of Rules for the use of the Common Area adopted by the Association and furnished in writing to the Members, and the Association is authorized to adopt such Rules.

3. The right of the Plattor (and its sales agents and representatives) to the non-exclusive use of the Common Areas and the facilities thereof is hereby reserved; provided, however, that such use shall not be for a period of more than seven (7) years after the conveyance of the first lot.

4. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the Members of his family, his tenants, or contract purchasers who reside on the property.

Section 6.02. Right of Board to Adopt Rules and Regulations.

The Board may promulgate such additional rules and regulations regarding the operation of the Property, including but not limited to the use of the Common Areas and Limited Areas, as it may deem necessary from time to time and such rules as are adopted may be amended by a vote of a majority of the Board, and the Board shall cause copies of such rules to be delivered or mailed promptly to all Owners.

ARTICLE VII

AMENDMENT TO BY-LAWS

Section 7.01.

These By-Laws may be amended by a vote of not less than seventy-five per cent

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(75%) of each Class of Owners entitled to vote in a duly constituted meeting called for such purpose.

IN WITNESS WHEREOF, we being all of the Directors of Mariner's Ridge Community Association, have hereunto set our hands this _____ day of _____, 19 ____.

Gerald G. Howard

David C. Meek

Donald N. Landgraff

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78- 34706

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Book 41 Page 59

Book 42 23

1978 JUL 18 AM 11:46

ALLEN COUNTY RECORDER

June E. Liebert

PHEASANT RUN SECTION 2

Re Record

Book 42 22-25 78- 34706

1978 OCT 30 AM 10:12

ALLEN COUNTY RECORDER

June E. Liebert

1978 JUL 18 AM 11:46

ALLEN COUNTY RECORDER

June E. Liebert

Book 41 Page 58-64

STREET CURVE DATA						
STREET	CURVE	R	Δ	L	C	T
HARBOR WALK DRIVE	NO.1	690	31°09'41"	266.51	263.28	136.64
		440	28°34'51"	219.45	217.22	112.05
	NO.2	300	49°25'11"	258.77	250.82	138.07
		250	49°25'11"	215.64	209.02	115.04
	NO.3	250	32°46'08"	142.99	141.04	73.49
		250	32°46'08"	286.34	282.52	147.69
SEA PINES WAY	NO.4	300	39°13'17"	205.37	201.36	106.69
		250	39°13'17"	171.14	167.81	89.01
BOSUNS DRIVE	NO.5	250	50°40'48"	221.13	213.99	118.38
		200	50°40'48"	176.90	171.19	94.71
	NO.6	175	50°46'48"	155.09	150.07	83.06
		125	50°46'48"	110.78	107.19	59.33
SHOALS DRIVE	NO.7	300	23°57'00"	125.58	124.66	63.72
		250	23°57'00"	104.65	103.88	53.10
	NO.8	175	24°05'01"	73.56	73.01	37.33
		175	24°05'01"	52.54	52.16	26.66

N.W. COR. SEC. 2 T29N, R12E

{N 88°22'04"E 40.0'}

{S 01°34'56"E 40.0'}

S 01°34'56"E 2005.01'

N 01°34'56" W

W. LINE SEC. 2, T29N, R12E

E. KINNERK ROAD

{S 68°09'44"E 68.50'} {S 69°29'50"E 69.50' (PLAT)}

MARINER'S RIDGE SECTION 2

{S 13°18'47"E 54.30'} {S 14°18'56"E 54.30' (PLAT)}

{N 88°31'00"E (PLAT)}

S 09°59'23" W 123.78'

S 01°21'00" W 137.58' (PLAT)

S 09°36'44" W 123.36'

N 88°25'04" E 290.0'

N 88°22'56" E 308.0'

BLOCK "D"

HARBOR WALK DRIVE

SEA PINES WAY

BOSUNS DRIVE

SHOALS DRIVE

LIGHTHOUSE CT.

HEMPHILL DRIVE

CHESAPEAKE POINT

WILLIAMSBURG COURT

NOTE: ☐ BOXED IN AREA REPRESENTS FLOOD PROTECTION GRADES

PLAT OF

MARINER'S RIDGE SECTION III

A SUBDIVISION IN SECTION 2,
TOWNSHIP 29 NORTH, RANGE 12 EAST,
ALLEN COUNTY, INDIANA

NOTE
CORNERS ESTABLISHED WITH ½
IRON PINS DESIGNATED THUS ┼

Re-Record
1978 OCT 30 AM 10:12

RECONFIRMED BY THE ZONING ADMINISTRATOR OF ALLEN COUNTY ON THIS 24TH. DAY OF OCTOBER 1978
Paul G. Sturm

CONFIRMED BY THE ZONING ADMINISTRATOR OF ALLEN COUNTY ON THIS 28 DAY OF Nov. 1977
Paul G. Sturm

DEVELOPED BY
COLONIAL INVESTMENT CORPORATION
333 EAST WASHINGTON BOULEVARD
FT. WAYNE, INDIANA

THE UNDERSIGNED SURVEYOR HAS DETERMINED THAT THE TRACT OF LAND HEREIN SUBDIVIDED INTO LOTS 52 THRU 102 OF MARINER'S RIDGE SECTION III LIES OUTSIDE THE FLOOD PLAIN OF THE REGULATORY FLOOD AS DEFINED IN THE ZONING ORDINANCE OF ALLEN COUNTY, INDIANA AS AMENDED JUNE 27, 1974.

DULY ENTERED FOR TAXATION
JUL 18 1978
Jane A. Liebeskind
AUDITOR OF ALLEN COUNTY

INSTRUMENT # 5749

TURNBELL-GREEN AND ASSOCIATES, INC. ENGINEERS AND SURVEYORS
519 TENNESSEE AVENUE
FORT WAYNE, INDIANA 46805

DULY ENTERED FOR T
OCT 30 197
Jane A. Liebe
AUDITOR OF ALLE

THIS PLAT PREPARED BY AND CERTIFIED ON THIS 12th DAY OF September, 1976

Keith E. Smith
REGISTERED LAND SURVEYOR

78 34706

Allen County Recorder Document #: 780034706

1978 JUL 18 AM 11:46 #1 (plus drawing)

ALLEN COUNTY RECORDER

June E. Likert

~~78-21272~~

78- 34706

Book 44 Page 60

Book 43 Page 24

LEGAL DESCRIPTION OF MARINER'S RIDGE, SECTION III,
A SUBDIVISION IN SECTION 2, TOWNSHIP 29 NORTH,
RANGE 12 EAST, ALLEN COUNTY, INDIANA

Part of Section 2, Township 29 North, Range 12 East, Allen County, Indiana, more particularly described as follows: Commencing at the Northwest corner of Section 2, Township 29 North, Range 12 East, Allen County, Indiana; thence North 88 degrees 22 minutes 04 seconds East along the North line of said Section 2 a distance of 40 feet; thence South 01 degrees 34 minutes 56 seconds East a distance of 40 feet to the Northwest corner of Pheasant Run, Section I, a subdivision in the aforementioned Section, Township, and Range; thence South 01 degrees 34 minutes 56 seconds East along the West line of Pheasant Run, Sections I and II, said line being the East right-of-way line of Kinnerk Road, a distance of 2005.07 feet to the point of beginning said point being the Southwest corner of Lot #157 in Pheasant Run, Section II; thence along the Southerly and Easterly boundary of Pheasant Run, Section II, by the following described courses: North 88 degrees 25 minutes 04 seconds East a distance of 290.0 feet; thence North 01 degrees 34 minutes 56 seconds West a distance of 320.0 feet; thence North 21 degrees 36 minutes 08 seconds East a distance of 172.10 feet; thence Southeasterly a distance of 287.72 feet along a curve deflecting to the left having a radius of 503.10 feet and not tangent to the last described course and subtended by a chord having a length of 283.82 feet and a bearing of South 84 degrees 46 minutes 56 seconds East; thence Southeasterly a distance of 492.70 feet along a curve deflecting to the right having a radius of 571.20 feet and tangent to the last described curve course and subtended by a chord having a length of 477.57 feet and a bearing of South 76 degrees 27 minutes 18 seconds East to the Southwest corner of Lot #206 in Mariner's Ridge, Section II, a subdivision in the aforementioned Section, Township, and Range; thence departing from the Pheasant Run, Section II, boundary and proceeding along the Southerly and Westerly boundary of Mariners Ridge, Section II, by the following described courses: South 51 degrees 44 minutes 39 seconds East a distance of 143.0 feet; thence South 68 degrees 09 minutes 44 seconds East a distance of 68.50 feet (South 69 degrees 29 minutes 50 seconds East, 68.50 feet plat); thence South 09 degrees 59 minutes 28 seconds West a distance of 123.78 feet; thence South 13 degrees 18 minutes 47 seconds East (South 14 degrees 18 minutes 56 seconds East plat) a distance of 54.30 feet; thence South 06 degrees 32 minutes 47 seconds West a distance of 137.95 feet (South 07 degrees 21 minutes 00 seconds West a distance of 137.38 feet plat); thence North 88 degrees 22 minutes 56 seconds East (North 88 degrees 31 minutes 00 seconds East plat) a distance of 308.0 feet; thence departing from the Mariner's Ridge boundary South 09 degrees 36 minutes 04 seconds West a distance of 123.36 feet; thence South 25 degrees 36 minutes 04 seconds East a distance of 534.59 feet; thence South 88 degrees 28 minutes 57 seconds West a distance of 1741.63 feet to a point on the East right-of-way line of Kinnerk Road; thence North 01 degrees 34 minutes 56 seconds West along the said East right-of-way line a distance of 717.02 feet to the point of beginning containing 34.56 acres more or less and subject to all easements of record.

1978 OCT 30 AM 10:13
ALLEN COUNTY RECORDER

DULY ENTERED FOR TAXATION
OCT 30 1978
Jan D. Uebelhor
AUDITOR OF ALLEN COUNTY

I, Keith E. Smith, hereby certify that I am a Land Surveyor licensed in compliance with the laws of the State of Indiana, and that this plat correctly represents a survey completed by me September 15, 1976; that all markers shown thereon actually exist and that their location, size, type, and material are accurately shown. Said lots are numbered 52 thru 162, both inclusive.

DULY ENTERED FOR TAXATION
JUL 18 1978
Jan D. Uebelhor
AUDITOR OF ALLEN COUNTY

INSTRUMENT # 5749

Keith E. Smith
Keith E. Smith
Registered Land Surveyor

KEITH E. SMITH
REGISTERED
S.R.A. No. S-0197
STATE OF INDIANA
LAND SURVEYOR

INSTRUMENT # 10,541

78 34706

Allen County Recorder Document #: 780034706

INSTRUMENT L 10,541

PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS AND EASEMENTS

FOR

DULY ENTERED FOR TAXATION

JUL 30 1978

MARINER'S RIDGE, SECTION 3

AN ADDITION TO THE CITY OF FORT WAYNE, INDIANA

Jan D. Uebelacker
AUDITOR OF ALLEN COUNTY

COLONIAL INVESTMENT CORPORATION, by David C. Meek, its Vice President, and by Donald N. Landgraff, its Secretary, hereby declare that they are the owners of the real estate shown and described in this plat and do hereby lay off, plat, and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. This subdivision shall be known and designated as MARINER'S RIDGE, SECTION 3, an Addition to the City of Fort Wayne, Indiana.

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

1. All lots shall be used for residential dwelling purposes, for schools, churches, convents, parish houses, public playgrounds and public parks only.

2. No dwelling shall be permitted on any lot at a cost of less than Fifteen Thousand and No/100 Dollars ($15,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 960 square feet for a one-story dwelling, and not less than 528 square feet for a dwelling of more than one-story.

3. Easements for the installation and maintenance of public utilities and sewer and drainage facilities in, over, on and under lands and lots in said Addition are reserved as shown on the accompanying plat. The grade of the land in any such easement shall not be changed or altered by any owner of any lot after said grade has been established. No building or structure, or portion thereof, and no trees, shrubs, or planting of any kind whatsoever, or any portion thereof, shall at any time be erected, planted or placed on the easements located on the rear of said lots. It is understood that any utility company making use of the easement as aforesaid shall not be held responsible or liable for replacing or repairing any structure or planting in any easement, but shall be required to restore the ground to its original condition, -grading, reseeding, soding, etc.

4. Building lines are hereby created, the minimum distance measured [illegible] ing street lines being 30 feet; except

DULY ENTERED FOR TAXATION

JUL 18 1978

Jan D. Uebelacker
AUDITOR OF ALLEN COUNTY

INSTRUMENT L 5749

78 34706

Allen County Recorder Document #: 780034706

for the corner lots of said Addition, which shall be subject to the 30 foot building line only on the street on which the front of the dwelling on said corner lot shall face, and the building line for that portion of the said corner lots upon which the side of the dwelling shall face shall be a minimum of 20 feet. No building, or any part or portion thereof shall at any time be erected or placed upon the space between said building line and the street adjacent thereto. No projection of any building shall be permitted to extend into or encroach upon said space except that the steps and platform in front of the main door may extend over said line not to exceed five feet.

5. No rain and storm water runoff, or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the sanitary sewerage system, which shall be a separate sewer system from the storm water and surface water runoff outlets.

6. To establish and maintain harmonious lot grades, the undersigned owners reserve in themselves, or whomsoever they may designate, the right to establish said grades prior to the construction of any building.

7. No noxious of offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, one sign of not more than six square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, except construction debris which is to be removed as soon as practicable.

12. No fence wall, tree, hedge, or shrub planting, which obstructs sight lines at heights between two and six feet above the roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street property lines extended.

13. Access to any road shall be only from the public street at the front of any lot in the subdivision, except for corner lots where access may be from the public street at the front of a lot in the subdivision or from the side street intersecting the street at the front of the lot. No drive, access route, or other means of ingress and egress to any lot in the subdivision shall be allowed from the Dunkelberg Road or Kinnear Road, except as provided for by the plat.

78 34706

Allen County Recorder Document #: 780034706

14. For a period of five years from the recording of these restrictions, the owner hereof, Colonial Investment Corporation, may alter and amend these restrictions for so long as the said owner retains title to a majority of the lots platted as Mariner's Ridge, Section 3, or the said owner together with the owners of other lots in Mariner's Ridge, Section 3, to whom title has been conveyed or a majority of the owners may change or amend the said restrictions. Commencing five years after the recording of these restrictions they shall continue for a period of twenty years with any amendments, changes or alterations of the restrictions requiring a vote of seventy-five percent (75%) of the record owners of the lots; and thereafter these restrictions shall automatically be extended for successive ten year periods unless an instrument signed by a majority of the record owners of the lots is recorded in the office of the Recorder of Allen County, Indiana, agreeing to the change in the conveyance in whole and in part. These protective covenants and restrictions shall run with the land and shall be binding on all persons claiming under them.

15. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure, designed for use in boring for oil or natural gas, shall be erected, maintained, or permitted on any lot.

16. No screen planting over 30 inches high nor any fence, shall be permitted between the street right-of-way and the building set back line.

17. No owner shall remonstrate against or otherwise in any way object to or commence or otherwise be a party to any legal proceedings to prevent any action taken by the Common Council of the City of Fort Wayne, Indiana, to annex or otherwise incorporate within the boundaries of said City all or any portion of said Addition to said City of Fort Wayne, Indiana, pursuant to any existing or future statute or other law of the State of Indiana or otherwise.

18. Any user or occupier of land in this Agreement shall first obtain from the appropriate Governmental Body the issuance of such Improvement Location Permits and/or Certificates of Occupancy as may be required by applicable zoning or other ordinances. Permits and Certificates shall be a condition precedent to the use and occupation of any lot or tract within this subdivision. This provision shall be construed to be a protective covenant running with the land and enforceable by the local authorities having jurisdiction, or by any aggrieved lot owner in this Addition.

19. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than a distance of ten percent (10%) of the lot width to an interior lot line and the combined width of both side yards shall be not less than a distance equal to twenty-five percent (25%) of the lot width. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. All lots shall have curb cuts as needed for driveway purposes to any public street upon which they may abut.

20. No individual water supply systems, or individual sewage disposal systems, shall be installed, maintained, or used on any lots in this subdivision.

21. In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby re-

78 34706

Allen County Recorder Document #: 780034706

served and granted to all Public Utility Companies, and proprietors of the land herein platted and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain, and remove all and every type of gas main, water main, and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

22. No lot or combination of lots may be further subdivided until approval therefore has been obtained from the Allen County Plan Commission or its successor, except, to provide larger lots and in that event no approval is required.

23. The owner, Colonial Investment Corporation, intended to and will cause to be incorporated a not-for-profit corporation entitled Mariner's Ridge Community Association, and hereby extends to each lot owner a non-compulsory optional membership in such corporation, exercisable by such owner at any time. It is the plattor's intent that the code of By-Laws, a true copy of which is attached be deem a covenant of equal force and effect as all others herein set forth. By-Laws means the code of By-Laws of the Mariner's Ridge Community Association.

24. No radio or television antenna with more than thirty (30) square feet of grid area or which attains a height in excess of six (6) feet above the highest point of the roof shall be attached to any dwelling house. No free standing radio or television antenna shall be permitted on any lot.

25. Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of these covenants and restrictions. Failure by the Colonial Investment Corporation or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

26. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

27. No building, fence wall or other structure shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee, such Committee to be composed of three members, the Committee members to be: David C. Meek, Gerold G. Howard, and Donald Landgraff. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. In the event said Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

78 34706

Allen County Recorder Document #: 780034706

28. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes.

IN WITNESS WHEREOF, COLONIAL INVESTMENT CORPORATION, BY David C. Meek, its Vice President, and attested by Donald N. Landgraff, its Secretary, owners of the real estate described in said Plat, have hereunto set their hands this 30th day of September, 1976.

COLONIAL INVESTMENT CORPORATION

BY: David C. Meek
David C. Meek, Vice President

BY: Donald N. Landgraff
Donald N. Landgraff, Secretary

IN WITNESS WHEREOF, ARTHUR N. WYSS and M. GERTRUDE WYSS, Husband and Wife, owners of the real estate described in said plat, have hereunto set their hands this 25th day of October, 1978.

BY: Arthur N. Wyss
Arthur N. Wyss

BY: M. Gertrude Wyss
M. Gertrude Wyss

Before me, the undersigned, a Notary Public in and for the County of Allen in the State of Indiana, this 25th day of October, 1978, appeared Arthur N. Wyss and M. Gertrude Wyss, owners of the real estate described in said plat, and acknowledged the foregoing to be their official and voluntary act and deed for the uses and purposes therein mentiond.

Notary Public

My Commission expires: 6/26/79

I, Jean B. Stelle, am a Notary Public who resides in Allen County, Indiana. My Commission expires June 26, 1979.

78 34706

Allen County Recorder Document #: 780034706

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 30th day of September, 19 76, appeared COLONIAL INVESTMENT CORPORATION, by David C. Meek, its Vice President, and attested by Donald N. Landgraff, its Secretary, owners of the real estate described in said Plat, and acknowledged the foregoing to be their official and voluntary act and deed for the uses and purposes therein mention.

Nancy Jo Davies Notary Public

My Commission Expires:

June 21, 1980

APPROVALS:

APPROVED: PLAN COMMISSION
Allen County, Indiana

BY: William W. Sowers, President

BY: James E. Walley, Secretary

APPROVED: COUNTY SURVEYOR
Allen County, Indiana

APPROVED FOR DRAINAGE ONLY

BY: William L. Sweet

APPROVED: BOARD OF COMMISSIONERS
County of Allen, Indiana

BY: Vance L. Amstutz

BY: Jack K. Dunifon

BY: Richard M. Ellenwood 9-16-77

APPROVED: BOARD OF PUBLIC WORKS
City of Fort Wayne, Indiana

BY: Henry P. Wehrenberg

BY: Max G. Scott

BY: Ethel A. LaMar 9-19-77

APPROVED: HEALTH COMMISSIONER
Fort Wayne-Allen County

BY: Dr. Jane M. Irmscher 9-16-77

The foregoing Plat, Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals prepared by Donald N. Landgraff, Attorney at Law, 333 East Washington Boulevard, Fort Wayne, Indiana 46801.

78 34706

Allen County Recorder Document #: 780034706

86-021517

FIRST AMENDMENT TO THE
PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS,
AND EASEMENTS FOR
MARINER'S RIDGE, SECTION III
AN ADDITION TO THE CITY OF FORT WAYNE, INDIANA

The undersigned, being the owners of more than Seventy-Five Per Cent (75%) of the lots in Mariner's Ridge, Section III, an addition to the City of Fort Wayne, Indiana, do hereby amend Paragraph Number 27 of the Protective Restrictions, Covenants, Limitations, and Easements for said addition dated September 30, 1976, and recorded in the Office of the Recorder of Allen County, Indiana, in Plat Book 41, pages 58-64, and re-recorded in Plat Book 42, pages 22-25, and hereby declare that Paragraph Number 27 of said Protective Restrictions, Covenants, Limitations, and Easements is hereby amended and shall hereafter be as follows:

27. No building, fence, wall or other structure shall be commenced, erected, or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee to be composed of three persons. All former members of any Architectural Control Committee for said subdivision are hereby removed from office and the Architectural Control Committee members now are determined to be: Michael J. Todoran, Robert Lee Smith, and Mary Jo Todoran. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any members of the Committee, the remaining members shall have full authority to designate a successor. The membership of the Architectural Control Committee may be changed, and new members may be elected at any time, by the affirmative vote of the owners of lots in the subdivision; provided, that so long as either of them are owners of any lots in the subdivision, Devonshire Corporation and Carefree Homes, Inc. shall each have ten votes for each lot owned in any such election, and all other lot owners shall have one vote for each lot owned. In the event said Architectural Control Committee fails to approve or disapprove any design or location within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

In all other respects said Protective Restrictions, Covenants, Limitations, and Easements are continued in their original form.

DATED: JUNE 24, 1986.

THE DEVONSHIRE CORPORATION

By _____
Michael J. Todoran, President

_____
Arthur N. Wyss

LANDMARK HOMES, INC.

By _____
Gerold G. Howard, President

CAREFREE HOMES, INC.

By _____
Michael J. Todoran, President

_____
M. Gertrude Wyss

_____
Gerold G. Howard

DULY ENTERED FOR TAXATION

JUN 24 1986

Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

INSTRUMENT U 4478 NOW

1986 JUN 24 PM 1:55
ALLEN COUNTY RECORDER

Breakdown Box

86 21517

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Appeared before me, a Notary Public in and for said County and State, Michael J. Todoran, known to me to be the President of The Devonshire Corporation, and being duly authorized so to do, acknowledged the execution of the foregoing for and on behalf of said corporation. Witness my hand and notarial seal this 24th day of June, 1986. I reside in Allen County, Indiana.

Carol A. Kummer, Notary Public

My Commission Expires: 9/9/86

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Appeared before me, a Notary Public in and for said County and State, Michael J. Todoran, known to me to be the President of Carefree Homes, Inc., and being duly authorized so to do, acknowledged the execution of the foregoing for and on behalf of said corporation. Witness my hand and notarial seal this 24th day of June, 1986. I reside in Allen County, Indiana.

Carol A. Kummer, Notary Public

My Commission Expires: 9/9/86

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Appeared before me, a Notary Public in and for said County and State, Gerold G. Howard, known to me to be the President of Landmark Homes, Inc., and being duly authorized so to do, acknowledged the execution of the foregoing for and on behalf of said corporation. Witness my hand and notarial seal this 24th day of June, 1986. I reside in Allen County, Indiana.

Carol A. Kummer, Notary Public

My Commission Expires: 9/9/86

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Appeared before me, a Notary Public in and for said County and State, Gerold G. Howard, and acknowledged the execution of the foregoing as and for his voluntary act and deed. Witness my hand and notarial seal this 24th day of June, 1986. I reside in Allen County, Indiana.

Carol A. Kummer, Notary Public

My Commission Expires: 9/9/86

86 21517

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Appeared before me, a Notary Public in and for said County and State, Arthur N. Wyss and M. Gertrude Wyss, husband and wife, and acknowledged the execution of the foregoing as and for their voluntary act and deed. Witness my hand and notarial seal this 24th day of June, 1986. I reside in Allen County, Indiana.

Dennis D. Sutton
DENNIS D. SUTTON, Notary Public

My Commission Expires: December 2, 1988

This instrument prepared by Howard L. Chapman, Attorney at Law, 2100 Fort Wayne Bank Building, Fort Wayne, Indiana, 46802.

86 21517

84-001580

IRREVOCABLE DESIGNATION OF REPRESENTATIVE BY ARCHITECTURAL CONTROL COMMITTEE

The undersigned, DONALD LANDGRAFF, states and represents that he was appointed as a member of the Architectural Control Committee established pursuant to Paragraph 27 of the Protective Restrictions, Covenants, Limitations and Easements for Mariner's Ridge, Section III, an Addition to the City of Fort Wayne, Indiana, as recorded in Plat Record 41, pages 58-64, and re-recorded in Plat Record 42, pages 22-25, in the office of the Recorder of Allen County, Indiana.

That DONALD LANDGRAFF agrees to and ratifies the action of Gerold G. Howard, as a member of said Architectural Control Committee in irrevocably designating and appointing Charles N. Hall, whose address is 1420 Swinney Court, Fort Wayne, Indiana, as the representative of said Architectural Control Committee to act for it and on its behalf in all matters in which said Architectural Control Committee is empowered to act pursuant to said Protective Restrictions, Covenants, Limitations and Easements for said Addition with respect to the portion of said Addition hereinafter described:

> Lots Numbered 93, 94, 95, 96, 97, 98, 99, 103, 104, 105, 106, 107, 108, and lots 80 through 91, both inclusive, all in Mariner's Ridge, Section III, in accordance with the recorded plat thereof, recorded in Plat Record 41, pages 58-64, and re-recorded in Plat Record 42, pages 22-25, in the Office of the Recorder of Allen County, Indiana.

DONALD LANDGRAFF further states and represents that his acquiescence and ratification to said designation of Charles N. Hall to act as the representative for said committee is given in consideration for the covenant of Charles N. Hall to exercise the powers granted pursuant to said Irrevocable Designation in such a manner that said Hall will require all plans and specifications for improvements to be constructed upon said real estate to be in accordance with the said Protective Restrictions, Covenants, Limitations and Easements for said Addition and that

1984 JAN 20 PM 3:47
ALLEN COUNTY RECORDER

84001580

Allen County Recorder Document #: 840001580

Hall shall require such improvements to be compatible with the general appearance of existing homes in said Addition and that he will require all said lots, when developed, to have concrete driveways, and that DONALD LANDGRAFF assumes no liability or responsibility herewith for the enforcement or verification of compliance with said covenants by Charles N. Hall or any other person.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 16th day of January, 1984.

Donald Landgraff
DONALD LANDGRAFF

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 16th day of January, 1984, personally appeared Donald Landgraff and acknowledged execution of the above and foregoing Irrevocable Designation of Representative by Architectural Control Committee to be his free and voluntary act and deed, for the purposes and uses set forth therein, and being duly sworn, stated that the facts set forth therein are true.

WITNESS my hand and Notarial seal.

My Commission Expires:
Oct. 25, 1984

Connie Hazlewood
CONCIE HAZLEWOOD Notary Public
A resident of Allen County

This instrument was prepared by John O. Feighner, Attorney at Law
2000 Fort Wayne Bank Building
Fort Wayne, Indiana 46802

W/14,15
SHOAFF BOX

84001580

Allen County Recorder Document #: 840001580

86-039373

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

BEFORE THE ALLEN COUNTY PLAN COMMISSION AND THE BOARD OF COMMISSIONERS OF ALLEN COUNTY

REFERENCE: MARINER'S RIDGE, SECTIONS 1,2 AND 3, AN ADDITION TO THE CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA

RESOLUTION APPROVING THE AMENDMENT OF THE PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS AND EASEMENTS OF MARINER'S RIDGE SECTIONS 1, 2 AND 3

1986 OCT -3 PM 1:49
ALLEN COUNTY RECORDER

At a special meeting of the Allen County Plan Commission held on October 2, 1986 the following resolution was adopted by the Plan Commission:

"RESOLVED, That the Protective Restrictions, Covenants, Limitations and Easements of Mariner's Ridge Sections 1, 2 and 3, previously approved by the Commission shall be amended to substitute for paragraph no. 23, the following as paragraph no. 23, to-wit:

"23. The owner, Colonial Investment Corporation, intends to and will cause to be incorporated a not-for-profit corporation entitled Mariner's Ridge Community Association. Every owner of a lot shall be a member of the association. Membership shall be appurtenant to and may not be seperated from ownership of any lot which is subject to assessment, as set forth in the Restrictive Covenants. It is the plattor's intent that the code of By-Laws, a true copy of which is attached, be deemed a covenant of equal force and effect as all others herein set forth. By-Laws means the code of By-Laws of Mariner's Ridge Community Association."

CERTIFICATION

The undersigned, duly acting Secretary of the Allen County Plan Commission hereby certifies that the foregoing is a true and correct copy of a resolution passed by said Allen County Plan Commission at a special meeting held on October 2, 1986.

Arthur G. Spirou
Secretary, Allen County Plan Commission

4 Copy

MARINER'S RIDGE ASSOCIATION
PO BOX 9797
FT WAYNE IND 46819

86 39373

IRREVOCABLE DESIGNATION OF REPRESENTATIVE
BY ARCHITECTURAL CONTROL COMMITTEE

84-001578

The undersigned, GEROLD G. HOWARD, states and represents that he is the sole member of the Architectural Control Committee established pursuant to Paragraph 27 of the Protective Restrictions, Covenants, Limitations and Easements for Mariner's Ridge, Section III, an Addition to the City of Fort Wayne, Indiana, as recorded in Plat Record 41, pages 58-64, and re-recorded in Plat Record 42, pages 22-25, in the Office of the Recorder of Allen County, Indiana. David C. Meek and Donald Landgraff have heretofore resigned as members of said Architectural Control Committee, and no successor to either of said original members has ever been designated.

1984 JAN 20 PM 3:46
ALLEN COUNTY RECORDER

A majority of the Committee having been specifically granted by said Paragraph 27 the power to designate a representative to act for said Committee, GEROLD G. HOWARD, as the sole member of said Committee, hereby irrevocably designates and appoints CHARLES N. HALL, whose address is 1420 Swinney Court, Fort Wayne, Indiana, 46804, as the representative of said Architectural Control Committee to act for it and in its behalf in all matters in which said Architectural Control Committee is empowered to act pursuant to said Protective Restrictions, Covenants, Limitations and Easements for said Addition, with respect to the portion of said Addition hereinafter described. Accordingly, the said CHARLES N. HALL shall have sole authority, without the necessity of any joinder or approval by any member of such Committee, to approve or disapprove, pursuant to said Paragraph 27, any and all plans and specifications with respect to improvements to be constructed upon the following described portion of said Addition:

> Lots Numbered 93, 94, 95, 96, 97, 98, 99, 103, 104, 105, 106, 107, 108, and Lots 80 through 91, both inclusive, all in Mariner's Ridge, Section III, in accordance with the recorded plat thereof, recorded in Plat Record 41, pages 58-64, and re-recorded in Plat Record 42, pages 22-25, in the Office of the Recorder of Allen County, Indiana.

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The said CHARLES N. HALL hereby covenants and agrees that in the exercise of the powers herein granted, he will require all plans and specifications for improvements to be constructed upon said real estate to be in accordance with the said Protective Restrictions, Covenants, Limitations and Easements for said Addition, that he will require such improvements to be compatible with the general appearance of existing homes in said Addition, and that he will require all lots, when developed, to have concrete driveways.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 5th day of January, 1984.

GEROLD G. HOWARD

STATE OF)
) SS:
COUNTY OF)

Before me, the undersigned, a Notary Public in and for said County and State, this 5th day of January, 1984, personally appeared GEROLD G. HOWARD, and acknowledged the execution of the above and foregoing Irrevocable Designation of Representative by Architectural Control Committee to be his free and voluntary act and deed, for the uses and purposes set forth therein, and, being duly sworn, stated that the facts set forth therein are true.

WITNESS my hand and Notarial Seal.

My commission expires:

7-9-86

Lezli T. Vigue Notary Public

Resident of Dallas County, Texas.

THIS INSTRUMENT PREPARED BY: David A. Scott, Attorney at Law,
2400 Fort Wayne National Bank Building
P. O. Box 12709, Fort Wayne, Indiana, 46864.

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