73 - 2489

Book 1 Page 34

EXHIBIT "A"

SCHEDULE 1

The undivided interest to Common Areas and Limited Areas, attaching to each Home of the Tract and indivisible from said Home shall be as follows:

Identification of Home	Percentage Undivided Interest
Home A of Building 8; Designated as Home 8-A	1/7
Home B of Building 8; Designated as Home 8-B	1/7
Home C of Building 8; Designated as Home 8-C	1/7
Home D of Building 8; Designated as Home 8-D	1/7
Home E of Building 8; Designated as Home 8-E	1/7
Home F of Building 8; Designated as Home 8-F	1/7
Home G of Building 8; Designated as Home 8-G	1/7

DECLARATION:

COVINGTON CREEK CONDOMINIUM

EXHIBIT "A"

FOR Affidavit of By-Laws See Doc # 91-54797
Oct 23-91

Dr. Sepkowitz [illegible] See Doc 94-26424
11-14-94

Covington Creek Condominiums
Phase I

SHEET No. 2

170.0 feet; thence Northeasterly by a deflection left of 90 degrees 00 minutes, a distance of 110.0 feet; thence Northwesterly by a deflection left of 53 degrees 14 minutes, a distance of 227.8 feet; thence Southwesterly by a deflection left of 89 degrees 53 minutes, a distance of 145.0 feet; thence Southeasterly by a deflection left of 64 degrees 27 minutes, a distance of 150.4 feet to the point of beginning; containing 1.02 acres of land.

IN WITNESS WHEREOF, I place my hand and seal this 15TH day of January 1972.

Carl A Hofer

SEE SURVEY MAP Scale 1"= 30' 31" x 39" ±

COVINGTON CREEK (7) REC AREA

CERTIFICATE OF SURVEY NUMBER LIE 13-30-11

OFFICE OF HOFER AND DAVIS, INC. CIVIL ENGINEERS & LAND SURVEYORS FORT WAYNE, INDIANA

A. K. HOFER P.E. No. 72 (1968) L. S. No. 10504 | CARL A. HOFER P.E. No. 7122 L. S. No. 10031 | WILLIAM S. DAVIS L. S. No. S-0053 L.S. No. 18114 Michigan

This document is the record of a resurvey of land and real estate situated in the City of Fort Wayne, Allen County, Indiana, made in accordance with the plat and deed record thereof on file in the Office of Recorder of said County and State. The land below described exists in full dimension as herein noted in feet, and is free from encroachments by adjoining landowners, and furthermore, contains entirely within its boundaries the structures of the buildings on it situated, all as below indicated in detail. Any exceptions or discrepancies are below noted.

DESCRIPTION OF PROPERTY Lot No. COVINGTON CREEK CONDOMINIUMS

Recreation Area

Part of the East one-half of the Northeast Quarter of Section 13, Township 30 North, Range 11 East, in Allen County, Indiana, in particular described as follows to-wit:

To arrive at the point of beginning, commence on the North line of said Quarter Section at a point situated 867.6 feet West of the Northeast corner thereof; thence Southerly and parallel to the West line of the East one-half of said Quarter Section, a distance of 37.5 feet to the South right-of-way line of the Covington Road and situated 40 feet normally distant Southward of the pavement centerline dedicated by Instrument recorded in Document No. 72-20781 in the Office of the Recorder of said County and the point of beginning aforementioned; thence continuing Southerly and parallel to the West line of the East one-half of said Quarter Section, a distance of 962.5 feet; thence Easterly by a deflection left of 90 degrees 00 minutes, a distance of 152.3 feet; thence Northeasterly by a deflection left of 77 degrees 39 minutes, a distance of 113.5 feet; thence continuing Northeasterly by a deflection right of 3 degrees 10 minutes, a distance of 445.8 feet to the conterline of a private roadway known as Quail Ridge Lane; thence Northwesterly by a deflection left of 30 degrees 52 minutes, a distance of 262.2 feet; thence Northeasterly by a deflection right of 64 degrees 33 minutes, a distance of 50.3 feet; thence Northerly by a deflection left of 50 degrees 00 minutes, a distance of 138.7 feet to the Southerly right-of-way line of said Covington Road as established by Dedication recorded in Document No. 72-20781 and as situated 40 feet normally distant Southward of said road pavement centerline; thence Westerly along the right-of-way line by a deflection left of 89 degrees 43 minutes, a distance of 262.2 feet to the point of beginning; containing 5.27 acres; EXCEPTING therefrom a strip of land 50 feet in width, dedicated to the public for street purposes, to be known as Covington Creek Trail, and dedicated by Instrument recorded in Document No. 72-20782; containing 1.18 acres; Containing in ALL a NET AREA of 4.09 acres of land.

SURVEY MAP Scale 1"= 30' 31" x 39" ±

IN WITNESS WHEREOF, I place my hand and seal this 15 day of January 1972

Carl A Hofer

COVINGTON CREEK (7) Phase I

CERTIFICATE OF SURVEY Book 1 Page 32 NUMBER LIE 13-30-11

OFFICE OF HOFER AND DAVIS, INC. CIVIL ENGINEERS & LAND SURVEYORS FORT WAYNE, INDIANA

A. K. HOFER P.E. No. 72 (1968) L. S. No. 10504 | CARL A. HOFER P.E. No. 7122 L. S. No. 10031 | WILLIAM S. DAVIS L. S. No. S-0053 L.S. No. 18114 Michigan

This document is the record of a resurvey of land and real estate situated in the City of Fort Wayne, Allen County, Indiana, made in accordance with the plat and deed record thereof on file in the Office of Recorder of said County and State. The land below described exists in full dimension as herein noted in feet, and is free from encroachments by adjoining landowners, and furthermore, contains entirely within its boundaries the structures of the buildings on it situated, all as below indicated in detail. Any exceptions or discrepancies are below noted.

DESCRIPTION OF PROPERTY Lot No. COVINGTON CREEK CONDOMINIUMS

PHASE I

Part of the East one-half of the Northeast Quarter of Section 13, Township 30 North, Range 11 East, in Allen County, Indiana, in particular described as follows to-wit:

To arrive at the point of beginning, commence on the North line of said Quarter Section at a point situated 867.6 feet West of the Northeast corner thereof; thence Southerly and parallel to the West line of the East one-half of said Quarter Section, a distance of 37.5 feet to the South right-of-way line of the Covington Road as situated 40 feet normally distant Southward of the pavement centerline and dedicated by Instrument recorded in Document No. 72-20781 in the Office of the Recorder of said County; thence Easterly along said Covington Road right-of-way line, a distance of 262.2 feet to a point situated 40 feet normally distant Southward of said pavement centerline and 53.4 feet Westward of Plan Station 26+00 as found in Right-of-Way Grant recorded in Dead Record 673, page 375; thence Southerly by a deflection right of 89 degrees 43 minutes, a distance of 138.7 feet; thence Southwesterly by a deflection right of 50 degrees 00 minutes, a distance of 50.3 feet; thence Southeasterly by a deflection left of 64 degrees 33 minutes, a distance of 262.2 feet to a point on the centerline of a private roadway known as Quail Ridge Lane, as situated 100.0 feet Northeasterly of its intersection by the centerline of a public street known as Covington Creek Trail (Dedicated by Instrument recorded in Document No. 72-20782) and the point of beginning aforementioned; thence Southeasterly following the centerline of said Quail Ridge Lane as defined by concrete integral type curbs on a curve to the right, having a radius of 191.0 feet, more or less, a distance of 30.9 feet to a point of tangent; thence continuing Southeasterly along said Quail Ridge Lane centerline tangent, a distance of

(Continued on SHEET 3)

IN WITNESS WHEREOF, I place my hand and seal this 15TH day of JANUARY 1972

Carl A Hofer

DECLARATION:

COVINGTON CREEK CONDOMINIUM

EXHIBIT "B"

COVINGTON CREEK (3) (7) Sheet No 1

CERTIFICATE OF SURVEY NUMBER NE 13-30-11

OFFICE OF **CARL A. HOFER AND ASSOCIATES, INC.** CIVIL ENGINEERS & LAND SURVEYORS FORT WAYNE, INDIANA

A. K. HOFER P.E. No. 72 (1968) L. S. No. 10504 — CARL A. HOFER P.E. No. 7122 L. S. No. 10031 — WILLIAM S. DAVIS L. S. No. S-0083

This document is the record of a resurvey of land and real estate situated in the City of Fort Wayne, Allen County, Indiana, made in accordance with the plat and deed record thereof on file in the Office of Recorder of said County and State. The land below described exists in full dimension as herein noted in feet, and is free from encroachments by adjoining landowners, and furthermore, contains entirely within its boundaries the structures of the buildings on it situated; all as below indicated in detail. Any exceptions or discrepancies are below noted.

DESCRIPTION OF PROPERTY Lot No. Part of the East one-half of the Northeast Quarter of Section 13, Township 30 North, Range 11 East, in Allen County, Indiana, in particular described as follows to-wit:

Commence on the East line of said Section at a point situated 77.9 feet South of the Northeast corner thereof, said point being coincidental with the Southerly right-of-way line of the Covington Road as established by the Right-of-Way Grant as recorded in Deed Record 673, page 375, in the Office of the Recorder of said County; thence running South on the East line of said Section, a distance of 1582.1 feet to a point situated 132.5 feet North of the point of intersection of said line by the Northwesterly right-of-way line of the public highway known as U. S. Highway No. 24; thence West, a distance of 364.55 feet; thence South, a distance of 411.5 feet (411.0 Actual) to the right-of-way line aforesaid of U. S. Highway No. 24, at a point situated 459.8 feet Southwestward of the point of intersection of said right-of-way line and the East line of said Section; thence Southwestward along the aforesaid U. S. Highway right-of-way line, a distance of 34.1 feet; thence North 1 degree and 29 minutes West, a distance of 283.9 feet; thence West on a line normal to the aforegoing course, a distance of 15 feet; thence North 44 degrees 49 minutes West, 104.5 feet; thence South 45 degrees 11 minutes West 204.0 feet (Deed), 202.6 feet (Actual); thence South 44 degrees 49 minutes East, 30 feet; thence South, 50 degrees 57 minutes West 150 feet; thence North 44 degrees 55 minutes West, 234.3 feet; thence South 0 degrees 49 minutes West, 370 feet; thence South 4 degrees 03 minutes West, 225.05 feet; thence South 32 degrees 59 minutes West, 180.75 feet; thence South 21 degrees 47 minutes West, a distance of 77 feet to a point situated 50 feet North of the South line of said Quarter Section, and 305.6 feet East of the West line of the East half of said Quarter Section; thence East on a line parallel to the South line of said Quarter Section, a distance of 43.6 feet, to the Northwesterly right-of-way line of said U. S. Highway No. 24; thence Southwestward along the said right-of-way line, 70.75 feet to the South line of said Quarter Section; thence West on the aforesaid line, 299.3 feet, to the Southwest corner of the East half of said Quarter Section; thence North on the West line of said East half of said Quarter Section, a distance of 1876.8 feet to a point situated 800 feet South of the Northwest corner of the aforesaid tract; thence East and parallel to the North line of said Quarter Section, 490 feet; thence North and parallel to the West line of the East half of said Quarter Section, a distance of 772.5 feet to the South right-of-way line of said Covington Road as situated 30 feet South of the centerline of an existing 20-foot wide asphalt pavement and 27.5 feet South of the North line of said Section 13; thence Easterly along said right-of-way line by a deflection right of 89 degrees 36 minutes, a distance of 115.6 feet to Plan Station 28+00 as situated 30 feet South of said pavement centerline; thence continuing Easterly along said right-of-way line by a deflection right of 2 degrees 52 minutes, a distance of 200.3 feet to Plan Station 26+00 as situated 40 feet South of said pavement centerline; thence continuing Easterly along said right-of-way line by a deflection left of 2 degrees 52 minutes, a distance of 100.0 feet to Plan Station 25+00, as situated 40 feet South of said pavement centerline; thence continuing Easterly along said right-of-way line by a deflection left of 1 degree 26 minutes, a distance of 200.0 feet to Plan Station 23+00 as situated 35.0 feet South of said pavement centerline; thence continuing Easterly along said right-of-way line by a deflection right of 1 degree 26 minutes, a distance of 50.0 feet to a point of curve as situated 35.0 feet

(7) See Sheet No 3 dtd 15 Jan 1973

(continued on SHEET 2)

IN WITNESS WHEREOF, I place my hand and seal this 20 day of September, 19 72

Carl A. Hofer

Book 1 Page 36

DECLARATION:

COVINGTON CREEK CONDOMINIUM

EXHIBIT "C"

Covington Creek (7)

SHEET No. 3

EXCEPTING therefrom additional land dedicated to the public for street purposes by REALAMERICA HOMES, INC. for the widening of the Covington Road by Instrument recorded in Document No. 72-20781, containing an unspecified area by deed, but computed to be 0.049 acres, more or less;

EXCEPTING therefrom a strip of land 50 feet in width, dedicated to the public for street purposes by REALAMERICA HOMES, INC., to be known as Covington Creek Trail, and dedicated by Instrument recorded in Document No. 72-20782, containing an unspecified area by deed, but computed to be 1.18 acres, more or less;

Containing after the Exceptions of 0.049 acres and 1.18 acres aforesaid, a NET AREA of 52.959 acres, more or less.

Excepting therefrom such portions of the above described area as may be contained in the parcels described in Exhibits "A" and "B" of the Declaration of Covington Creek Condominium and attached hereto.

IN WITNESS WHEREOF, I place my hand and seal this 15th day of January 1973.

Carl A. Hofer

COVINGTON CREEK (3) (7) SHEET 2

South of said pavement centerline; thence continuing Southeasterly along said right-of-way line on a 10 degree 24 minute circular curve to the right, introrsely concentric to the said pavement centerline, an arc distance of 204.6 feet to the East line of said Section and the point of beginning; containing 54.188 acres of land, more or less.

(7) LEGAL DESCRIPTION AMENDED AS OF 15 January 1973 AS ON Sheet No 3 Attached

Carl A. Hofer

NOTES:

(1) The legal description of A. K. Hofer Survey, dated 22 October 1957, known as the McMaken (1) Survey, which is incorporated in Deed Record 727, pages 83-85, has been revised to show the granting of additional right-of-way on the South side of Covington Road as found in Deed Record 673, page 375.

(2) Angular measurements have been made for the area computation indicated on the attached survey at a Scale of 1 inch=100 feet. Angular discrepancies have been adjusted for area calculations.

(3) The right-of-way line along Covington Road is established as indicated on Survey by Wm. S. Davis, dated 21 June 1972, at Scale: 1 inch=20 feet. Said Survey conforms with the actual centerline as staked by the County as noted.

(4) Data indicated on the 1957 Survey as revised and amended including the RECERTIFICATION on SHEET No. 6, datad 15 September 1972, is considered a part of this Survey report.

(5) It would appear from present area calculations that the gross area to the Section line on the North is 54.983 acres as compared to the deed acreage of 55.68 acres, indicating a shortage of 0.697 acres, more or less.

IN WITNESS WHEREOF, I place my hand and seal this 20th day of September 1972.

Carl A. Hofer

See T.Mc Cutchan Sheets 1 of 2 Survey MAP 1"=100' & 1"=20' 18 DEC 72 1 - 11 x 17 Sheet Map with 1"=100'

COVINGTON CREEK C

HORIZONTAL PROPERTY

For Printed Amendment
See Doc. 74-22763 9/27/74

COVINGTON ROA

FORT WAYNE, INDIA

PHASE ONE

LEGAL DESCRIPTION

Part of the East one-half of the Northeast Quarter of Section 13, Township 30 North, Range 11 East, in Allen County, Indiana, in particular described as follows to-wit:

To arrive at the point of beginning, commence on the North line of said Quarter Section at a point situated 867.6 feet West of the Northeast corner thereof; thence Southerly and parallel to the West line of the East one-half of said Quarter Section, a distance of 37.5 feet to the South right-of-way line of the Covington Road as situated 40 feet normally distant Southward of the pavement centerline and dedicated by Instrument recorded in Document No. 72-20781 in the Office of the Recorder of said County; thence Easterly along said Covington Road right-of-way line, a distance of 262.2 feet to a point situated 40 feet normally distant Southward of said pavement centerline and 53.4 feet Westward of Plan Station 26+00 as found in Right-of-Way Grant recorded in Deed Record 673, page 375; thence Southerly by a deflection right of 89 degrees 43 minutes, a distance of 138.7 feet; thence Southwesterly by a deflection right of 50 degrees 00 minutes, a distance of 50.3 feet; thence Southeasterly by a deflection left of 64 degrees 33 minutes, a distance of 262.2 feet to a point on the centerline of a private roadway known as Quail Ridge Lane, as situated 100.0 feet Northeasterly of its intersection by the centerline of a public street known as Covington Creek Trail (Dedicated by Instrument recorded in Document No. 72-20782) and the point of beginning aforementioned; thence Southeasterly following the centerline of said Quail Ridge Lane as defined by concrete integral type curbs on a curve to the right, having a radius of 150.0 feet, more or less, a distance of 30.0 feet to a point of tangent; thence continuing Southeasterly along said Quail Ridge Lane centerline tangent, a distance of 170.0 feet; thence Northeasterly by a deflection left of 90 degrees 00 minutes, a distance of 110.0 feet; thence Northwesterly by a deflection left of 53 degrees 14 minutes, a distance of 227.8 feet; thence Southwesterly by a deflection left of 89 degrees 53 minutes, a distance of 145.0 feet; thence Southeasterly by a deflection left of 64 degrees 27 minutes, a distance of 150.4 feet to the point of beginning; containing 1.02 acres of land.

GENERAL NOTES

1. THE BUILDING DESIGNATED ON THE PLANS AS BUILDING NO. 8 IS A TWO-STORY BUILDING WITH A FULL BASEMENT, AS MAY BE ASCERTAINED FROM THE FLOOR PLANS FILED SIMULTANEOUSLY HEREWITH.

2. THE BUILDING IS UNNAMED AND IS DESIGNATED IN COVINGTON CREEK CONDOMINIUM AS BUILDING NO. 8. THE BUILDING CONTAINS SEVEN HOMES, WHICH ARE DESIGNATED RESPECTIVELY AS HOMES 8-A, 8-B, 8-C, 8-D, 8-E, 8-F AND 8-G.

3. THE LIMITED COMMON AREAS APPERTAINING TO EACH HOME IN BUILDING NO. 8 ARE SET FORTH AND DESCRIBED IN THE DECLARATION AND BY-LAWS OF COVINGTON CREEK CONDOMINIUM FILED SIMULTANEOUSLY HEREWITH. SAID DOCUMENTS INCLUDE WITHIN THE LIMITED COMMON AREAS APPERTAINING TO EACH HOME THE FOLLOWING:

RESTRICTED COMMON AREAS AS TO EACH HOME WITHIN BUILDING NO. 8:

DESIGNATION OF HOMES TO WHICH LIMITED COMMON AREAS APPERTAIN	RESTRICTED COMMON AREAS
8-A 8-B 8-C 8-D 8-E 8-F 8-G	THE GARAGE PARKING SPACES APPERTAINING RESPECTIVELY TO HOMES 8-A THROUGH 8-G, AS REFERRED TO IN PARAGRAPH 7(a) IN THE DECLARATION AND FURTHER DESIGNATED ON THE MASTER PLANS OF COVINGTON CREEK CONDOMINIUM IN THE POSSESSION OF THE DECLARANT AND/OR THE ASSOCIATION. THE PATIOS APPERTAINING RESPECTIVELY TO HOMES 8-A THROUGH 8-G, AS REFERRED TO IN PARAGRAPH 7(b) IN THE DECLARATION AND FURTHER DESIGNATED ON THE MASTER PLANS OF COVINGTON CREEK CONDOMINIUM IN THE POSSESSION OF THE DECLARANT AND/OR THE ASSOCIATION. THE PORCHES, STOOPS AND DOOR FRAMES APPERTAINING RESPECTIVELY TO HOMES 8-A THROUGH 8-G, AS REFERRED TO IN PARAGRAPH 7(c) IN THE DECLARATION AND FURTHER SHOWN AND SET FORTH ON THE MASTER PLANS OF COVINGTON CREEK CONDOMINIUM IN THE POSSESSION OF THE DECLARANT AND/OR THE ASSOCIATION. THE UTILITIES AND IMPROVEMENTS SERVING RESPECTIVELY HOMES 8-A THROUGH 8-G, AS REFERRED TO IN PARAGRAPH 7(d) IN THE DECLARATION AND FURTHER SHOWN AND SET FORTH IN THE MASTER PLANS OF COVINGTON CREEK CONDOMINIUM IN THE POSSESSION OF THE DECLARANT AND/OR THE ASSOCIATION.

38

73 02459

REEK CONDOMINIUM

N PROPERTY REGIME

YNGTON ROAD

WAYNE, INDIANA

HASE ONE

GENERAL NOTES

1. THE BUILDING DESIGNATED ON THE PLANS AS BUILDING NO. 8 IS A TWO-STORY BUILDING WITH A FULL BASEMENT, AS MAY BE ASCERTAINED FROM THE FLOOR PLANS FILED SIMULTANEOUSLY HEREWITH.

2. THE BUILDING IS UNNAMED AND IS DESIGNATED IN COVINGTON CREEK CONDOMINIUM AS BUILDING NO. 8. THE BUILDING CONTAINS SEVEN HOMES, WHICH ARE DESIGNATED RESPECTIVELY AS HOMES 8-A, 8-B, 8-C, 8-D, 8-E, 8-F AND 8-G.

3. THE LIMITED COMMON AREAS APPERTAINING TO EACH HOME IN BUILDING NO. 8 ARE SET FORTH AND DESCRIBED IN THE DECLARATION AND BY-LAWS OF COVINGTON CREEK CONDOMINIUM FILED SIMULTANEOUSLY HEREWITH. SAID DOCUMENTS INCLUDE WITHIN THE LIMITED COMMON AREAS APPERTAINING TO EACH HOME THE FOLLOWING:

RESTRICTED COMMON AREAS AS TO EACH HOME WITHIN BUILDING NO. 8:

DESIGNATION OF HOMES TO WHICH LIMITED COMMON AREAS APPERTAIN	RESTRICTED COMMON AREAS
8-A 8-B 8-C 8-D 8-E 8-F 8-G	THE GARAGE PARKING SPACES APPERTAINING RESPECTIVELY TO HOMES 8-A THROUGH 8-G, AS REFERRED TO IN PARAGRAPH 7(a) IN THE DECLARATION AND FURTHER DESIGNATED ON THE MASTER PLANS OF COVINGTON CREEK CONDOMINIUM IN THE POSSESSION OF THE DECLARANT AND/OR THE ASSOCIATION. THE PATIOS APPERTAINING RESPECTIVELY TO HOMES 8-A THROUGH 8-G, AS REFERRED TO IN PARAGRAPH 7(b) IN THE DECLARATION AND FURTHER DESIGNATED ON THE MASTER PLANS OF COVINGTON CREEK CONDOMINIUM IN THE POSSESSION OF THE DECLARANT AND/OR THE ASSOCIATION. THE PORCHES, STOOPS AND DOOR FRAMES APPERTAINING RESPECTIVELY TO HOMES 8-A THROUGH 8-G, AS REFERRED TO IN PARAGRAPH 7(c) IN THE DECLARATION AND FURTHER SHOWN AND SET FORTH ON THE MASTER PLANS OF COVINGTON CREEK CONDOMINIUM IN THE POSSESSION OF THE DECLARANT AND/OR THE ASSOCIATION. THE UTILITIES AND IMPROVEMENTS SERVING RESPECTIVELY HOMES 8-A THROUGH 8-G, AS REFERRED TO IN PARAGRAPH 7(d) IN THE DECLARATION AND FURTHER SHOWN AND SET FORTH IN THE MASTER PLANS OF COVINGTON CREEK CONDOMINIUM IN THE POSSESSION OF THE DECLARANT AND/OR THE ASSOCIATION.

SHEET INDEX

SHEET NO. 1	. . . . .	TITLE SHEET AND CERTIFICATION
SHEET NO. 2	. . . . .	PLOT PLAN
SHEET NO. 3	. . . . .	FOUNDATION PLAN
SHEET NO. 4	. . . . .	BASEMENT PLAN AND FIRST FLOOR PLAN
SHEET NO. 5	. . . . .	SECOND FLOOR PLAN AND ROOF PLAN
SHEET NO. 6	. . . . .	ELEVATIONS

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE ATTACHED DOCUMENTS SET FORTH THE FLOOR PLANS OF BUILDING NO. 8 OF COVINGTON CREEK CONDOMINIUM. SAID DOCUMENTS FURTHER ESTABLISH THE RELATION OF SAID BUILDING TO LOT LINES, AND SHOW THE LAYOUT, ELEVATION, LOCATION, HOME DESIGNATIONS AND PERIMETER DIMENSIONS OF THE HOMES WITHIN SAID BUILDING NO. 8. SAID DOCUMENTS ARE ACCURATE COPIES OF PORTIONS OF THE FLOOR PLANS OF BUILDING NO. 8 SUBMITTED TO OBTAIN BUILDING PERMITS AND ACCURATELY DEPICT THE LAYOUT, LOCATION, HOME DESIGNATIONS AND PERIMETER DIMENSIONS OF THE HOMES WITHIN BUILDING NO. 8 AS BUILT.

CERTIFIED BY:

Alan R. Grinsfelder,
Registered Architect

ALAN R. GRINSFELDER REGISTERED No. 1695 STATE OF INDIANA ARCHITECT

COVINGTON CREEK CONDOMINIUM

grinsfelder mc ardle assoc, inc. architects
903 west berry st.
ft.wayne, ind.46804

sheet number 1 of

COVINGTON CREEK C

HORIZONTAL PROPERTY

COVINGTON ROA

FORT WAYNE, INDI

LAND DESCRIPTION

Part of the East one-half of the Northeast Quarter of Section 13, Township 30 North, Range 11 East, in Allen County, Indiana, in particular described as follows to-wit:

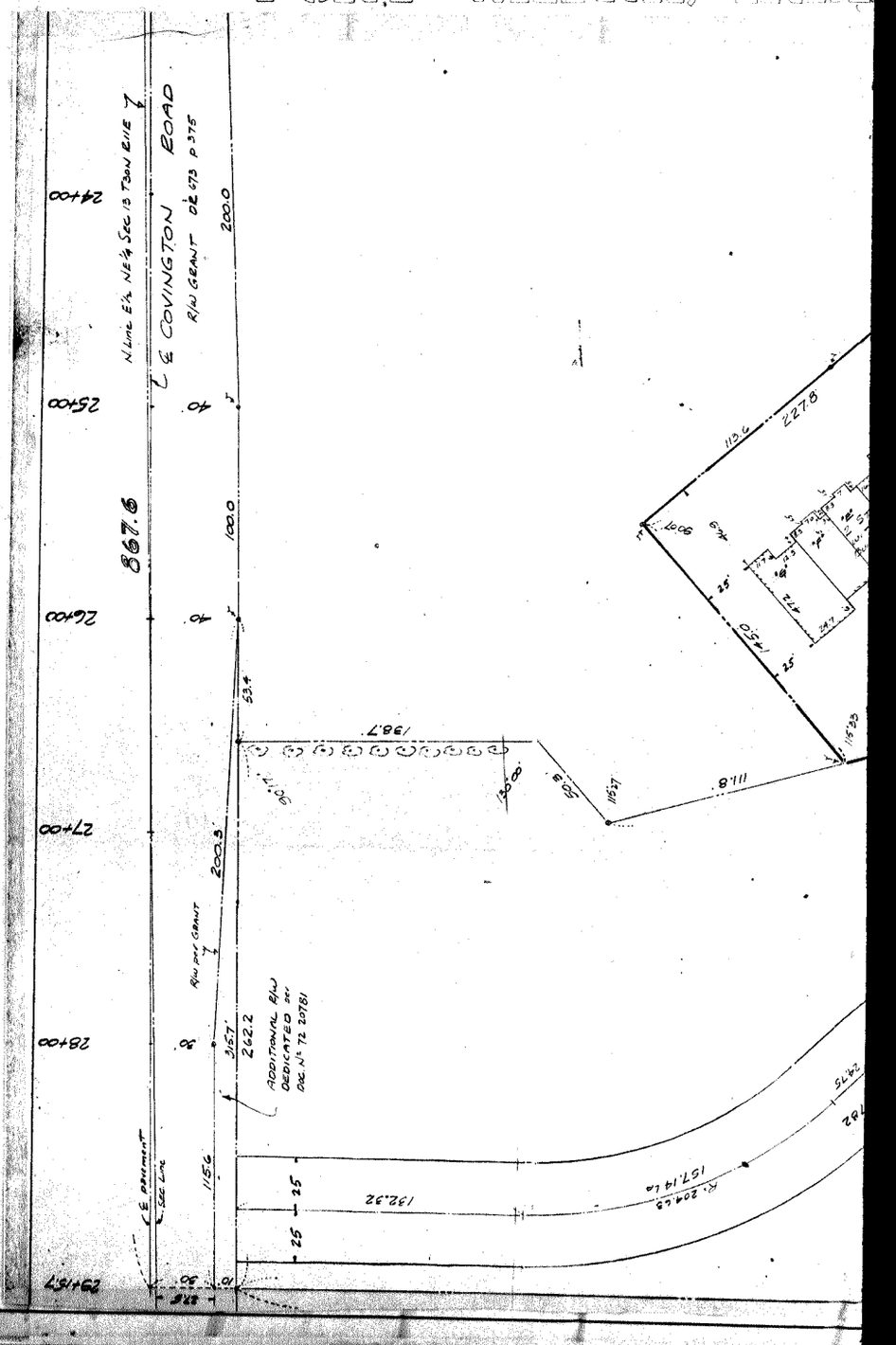
To arrive at the point of beginning, commence on the North line of said Quarter Section at a point situated 867.6 feet West of the Northeast corner thereof; thence Southerly and parallel to the West line of the East one-half of said Quarter Section, a distance of 37.5 feet to the South right-of-way line of the Covington Road as situated 40 feet normally distant Southward of the pavement centerline and dedicated by Instrument recorded in Document No. 72-20781 in the Office of the Recorder of said County; thence Easterly along said Covington Road right-of-way line, a distance of 262.2 feet to a point situated 40 feet normally distant Southward of said pavement centerline and 53.4 feet Westward of Plan Station 26+00 as found in Right-of-Way Grant recorded in Deed Record 673, page 375; thence Southerly by a deflection right of 89 degrees 43 minutes, a distance of 138.7 feet; thence Southwesterly by a deflection right of 50 degrees 00 minutes, a distance of 50.3 feet; thence Southeasterly by a deflection left of 64 degrees 33 minutes, a distance of 262.2 feet to a point on the centerline of a private roadway known as Quail Ridge Lane, as situated 100.0 feet Northeasterly of its intersection by the centerline of a public street known as Covington Creek Trail (Dedicated by Instrument recorded in Document No. 72-20782) and the point of beginning aforementioned; thence Southeasterly following the centerline of said Quail Ridge Lane as defined by concrete integral type curbs on a curve to the right, having a radius of 150.0 feet, more or less, a distance of 30.0 feet to a point of tangent; thence continuing Southeasterly along said Quail Ridge Lane centerline tangent, a distance of 170.0 feet; thence Northeasterly by a deflection left of 90 degrees 00 minutes, a distance of 110.0 feet; thence Northwesterly by a deflection left of 53 degrees 14 minutes, a distance of 227.8 feet; thence Southwesterly by a deflection left of 89 degrees 53 minutes, a distance of 145.0 feet; thence Southeasterly by a deflection left of 64 degrees 27 minutes, a distance of 150.4 feet to the point of beginning; containing 1.02 acres of land.

DULY ENTERED FOR TAXATION

JAN 31 1973

Auditor of Allen County

Instrument F 10811

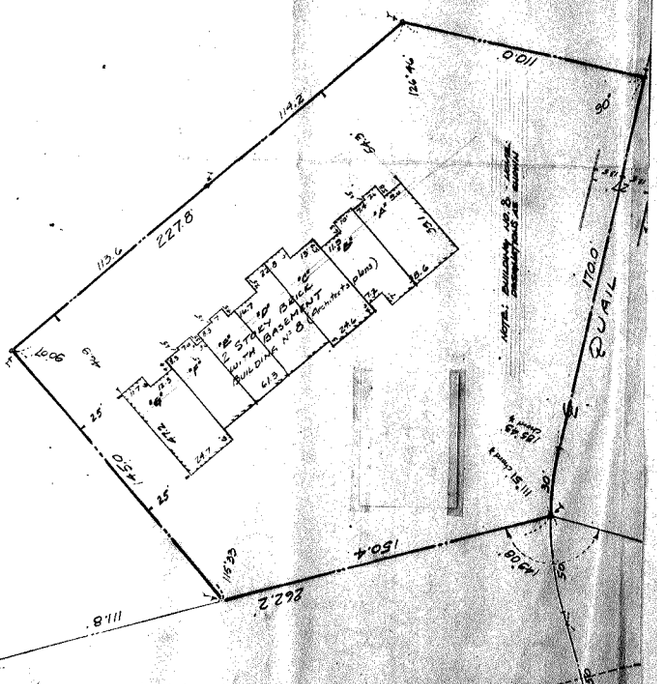


REEK CONDOMINIUM

L PROPERTY REGIME

NGTON ROAD

WAYNE, INDIANA



GENERAL NOTES

1. THE "LAND DESCRIPTION" SETS FORTH THE LEGAL DESCRIPTION OF THE REAL ESTATE REFERRED TO IN THE DECLARATION AND COMMITTED BY SUCH DECLARATION TO THE INDIANA HORIZONTAL PROPERTY ACT.
2. THE "PLOT PLAN" ATTACHED HERETO SHOWS WITHIN THE OUTLINE PERIMETERS THE REAL ESTATE SET FORTH IN THE "LAND DESCRIPTION."
3. THE BUILDING AS SHOWN ON THE ATTACHED PLOT PLAN IS DESIGNATED AS BUILDING NO. 8, AND CONTAINS HOMES A THROUGH G, AS SHOWN BY LETTERS SUPERIMPOSED UPON SAID BUILDING.
4. THE PLOT PLAN ACCURATELY DEPICTS THE LOCATION OF BUILDING NO. 8 UPON THE REAL ESTATE, AND ESTABLISHES THE RELATION OF SAID BUILDING TO LOT LINES.

DULY ENTERED FOR TAXATION
JAN 31 1973
AUDITOR OF ALLEN COUNTY

Instrument F 10811

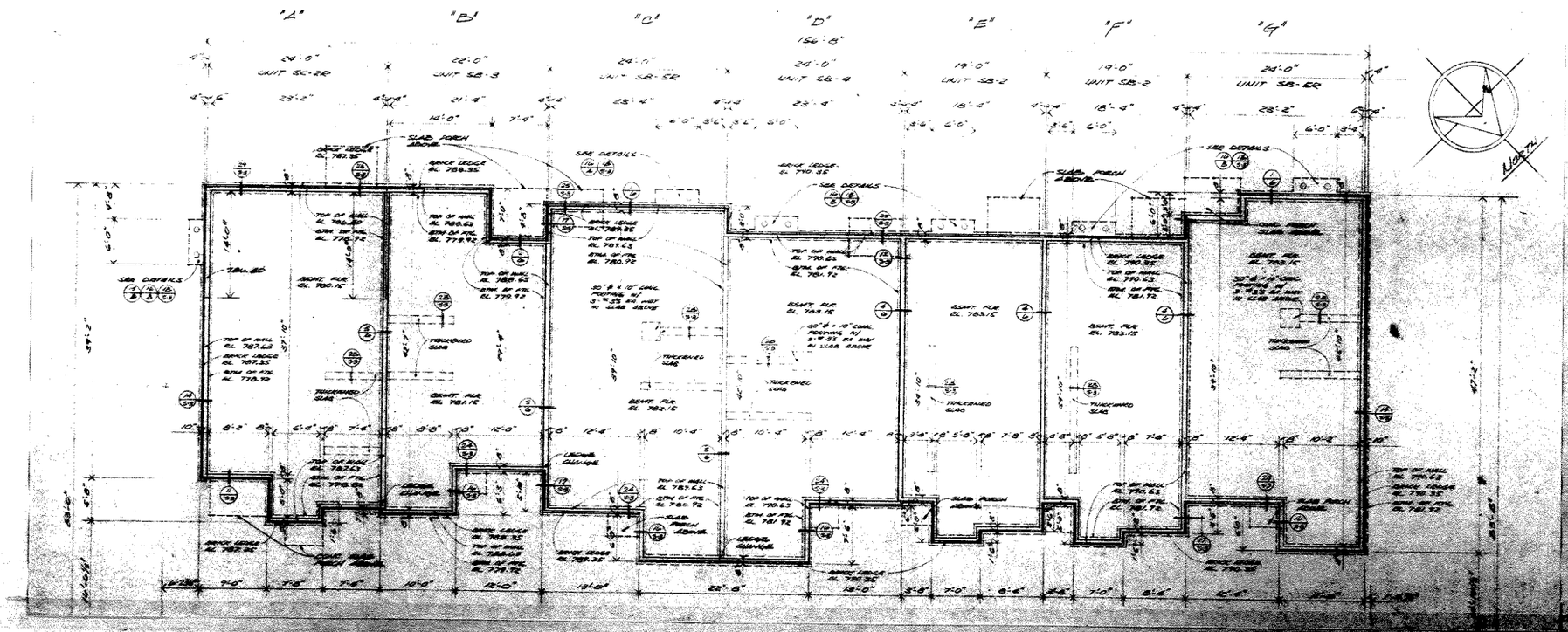
40

COVINGTON CREEK CONDOMINIUM

grinsfelder mc ardle assoc, inc. architects
903 west berry st.
ft wayne, ind. 46804

sheet number 2 of

Book 1 Page 41

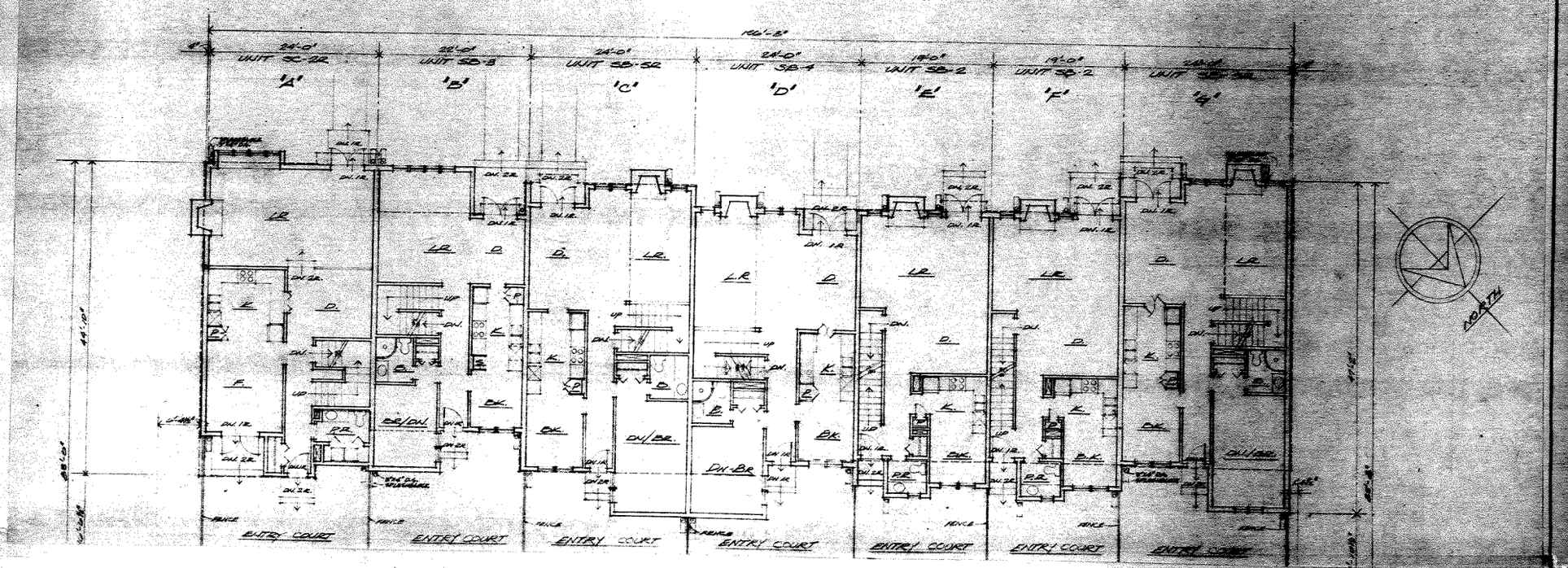


sheet number 3 of

grimsfelder mc ardle assoc, inc. architects
903 west berry st.
ft.wayne, ind.46804

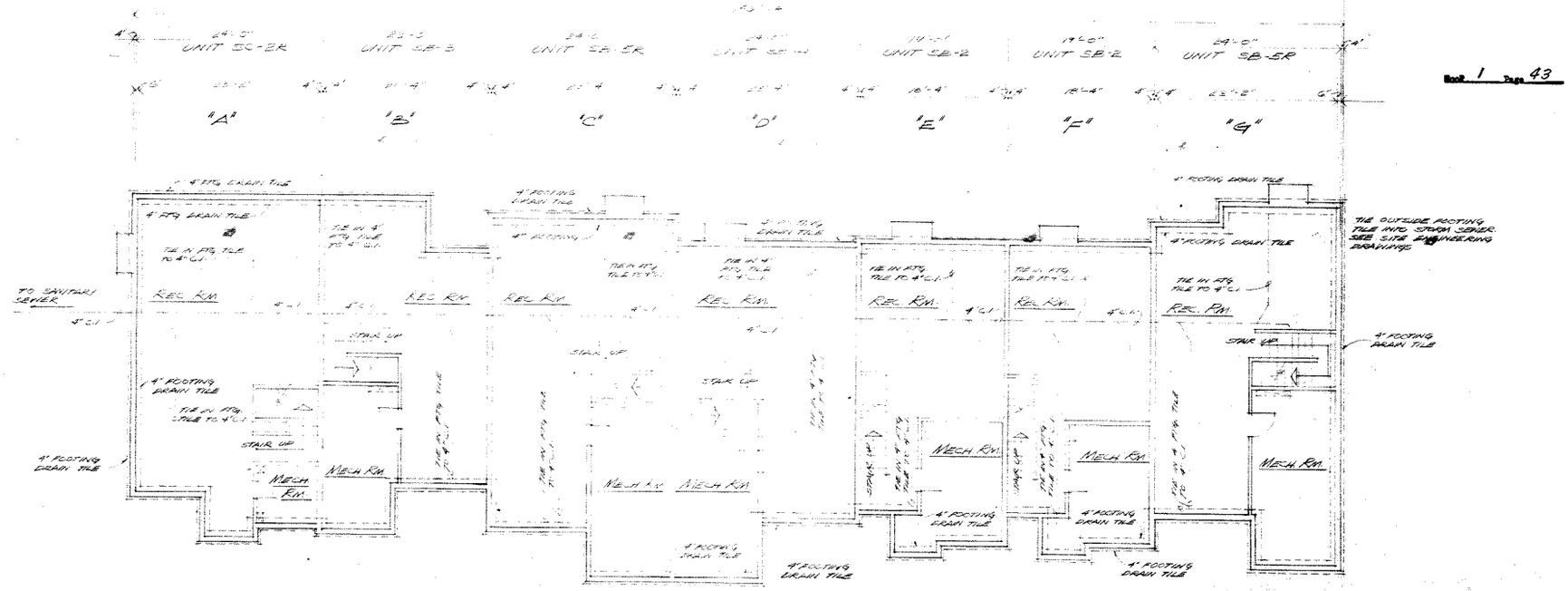
COVINGTON CREEK CONDOMINIUM

41



FIRST FLOOR PLAN - BUILDING NO. 6
SCALE 1/8"=1'-0"

FIRST FLOOR PLAN - BUILDING No. 8



NOTES:
FOR MORE DETAILED FLOOR PLANS OF UNITS, REFER TO SHEETS 4A THRU 4D
TIE IN INSIDE 4" FOOTING DRAIN TILE TO 4" C.I. SEWER UNDER BUILDING
OUTSIDE 4" FOOTING DRAIN TILE IS TO BE TIED INTO STORM MAIN

ABBREVIATIONS

L.R.	LIVING ROOM
K.	KITCHEN
D.	DINING ROOM
DN.	DOWN OR DEN
DN-BR.	DEN-BEDROOM
P.R.	POWDER ROOM
F.	FAMILY ROOM
BK.	BREAKFAST ROOM
B.	BATH
P.	PANTRY
REC.	RECREATION
RM.	ROOM
MECH.	MECHANICAL
D.S.	DOWNSPOUT
— — —	ROOM OR WINDOW OVERHANG ABOVE
FTG.	FOOTING
C.I.	CAST IRON
R.	RISER

2/24 BASEMENT FLOOR PLAN BUILDING No. 8
SCALE 1/8" = 1'-0"

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COVINGTON CREEK CONDOMINIUM

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mc ardle
assoc, inc.
architects
903 west berry st.
ft. wayne, ind. 46804

sheet number 4 of

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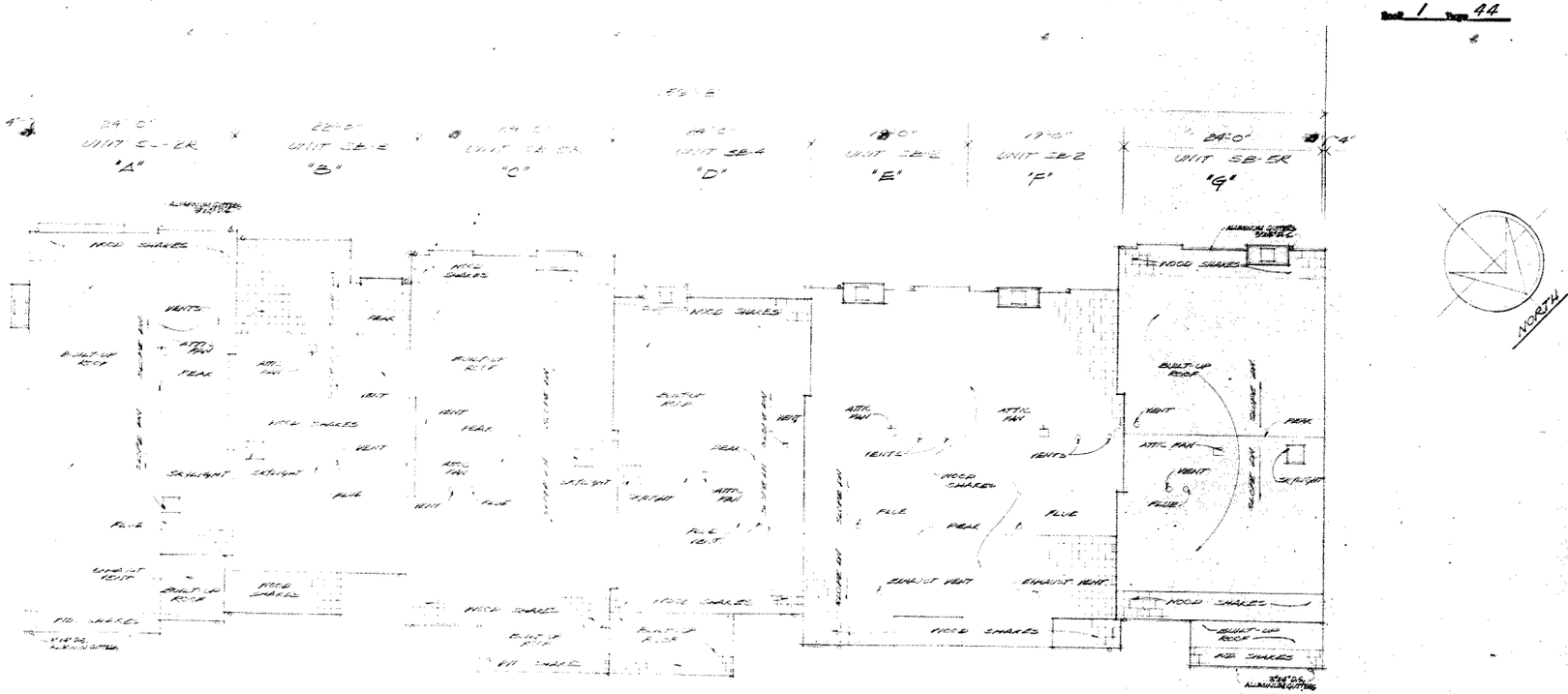
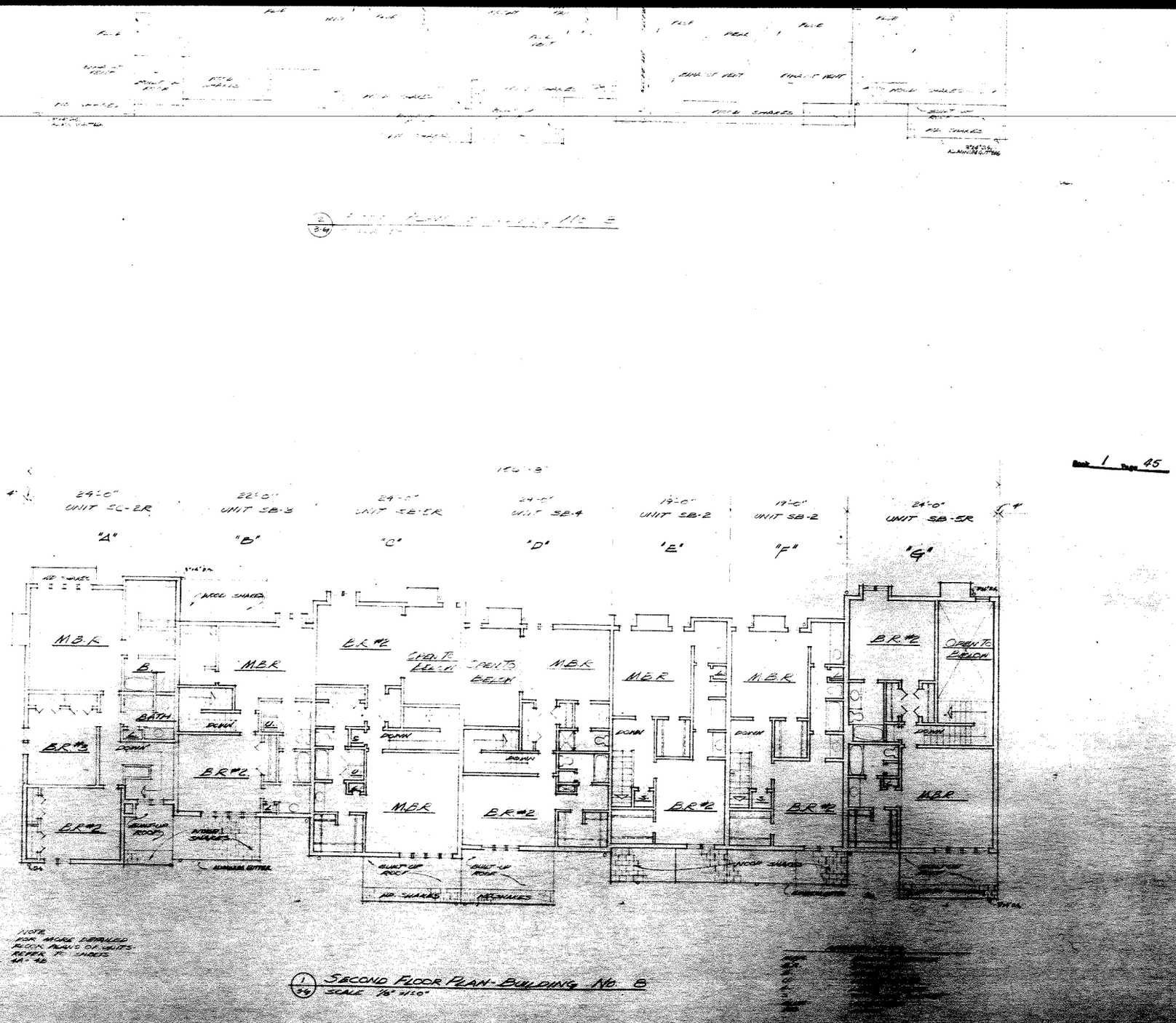


2 3-6 [illegible] PLAN [illegible] No. 8

44



1/3-4 SECOND FLOOR PLAN-BUILDING No. 8
SCALE 1/8" = 1'-0"

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COVINGTON CREEK CONDOMINIUM

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sheet number 5 of

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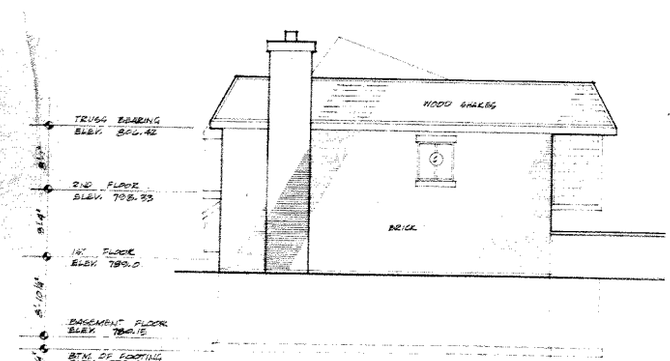
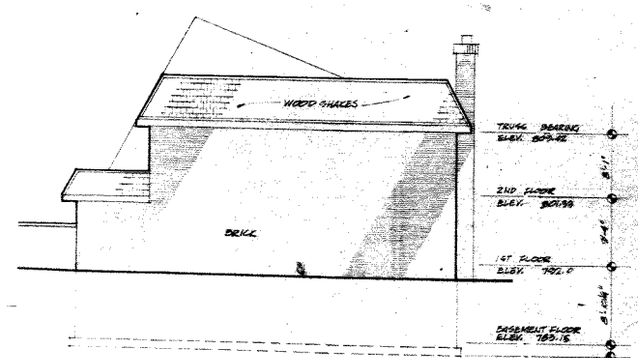


3 SOUTHEAST ELEVATION - BUILDING NO. 8
SG. SCALE: 1/8" = 1'-0"



4 NORTHWEST ELEVATION - BUILDING NO. 8
SG SCALE: 1/8" = 1'-0"

24'-0" UNIT SB-2R "A" | 22'-0" UNIT SB-3 "B" | 24'-0" UNIT SB-2R "C" | 24'-0" UNIT SB-4 "D" | 22'-0" UNIT SB-2 "E" | 22'-0" UNIT SB-2 "F" | 24'-0" UNIT SB-5R "G"

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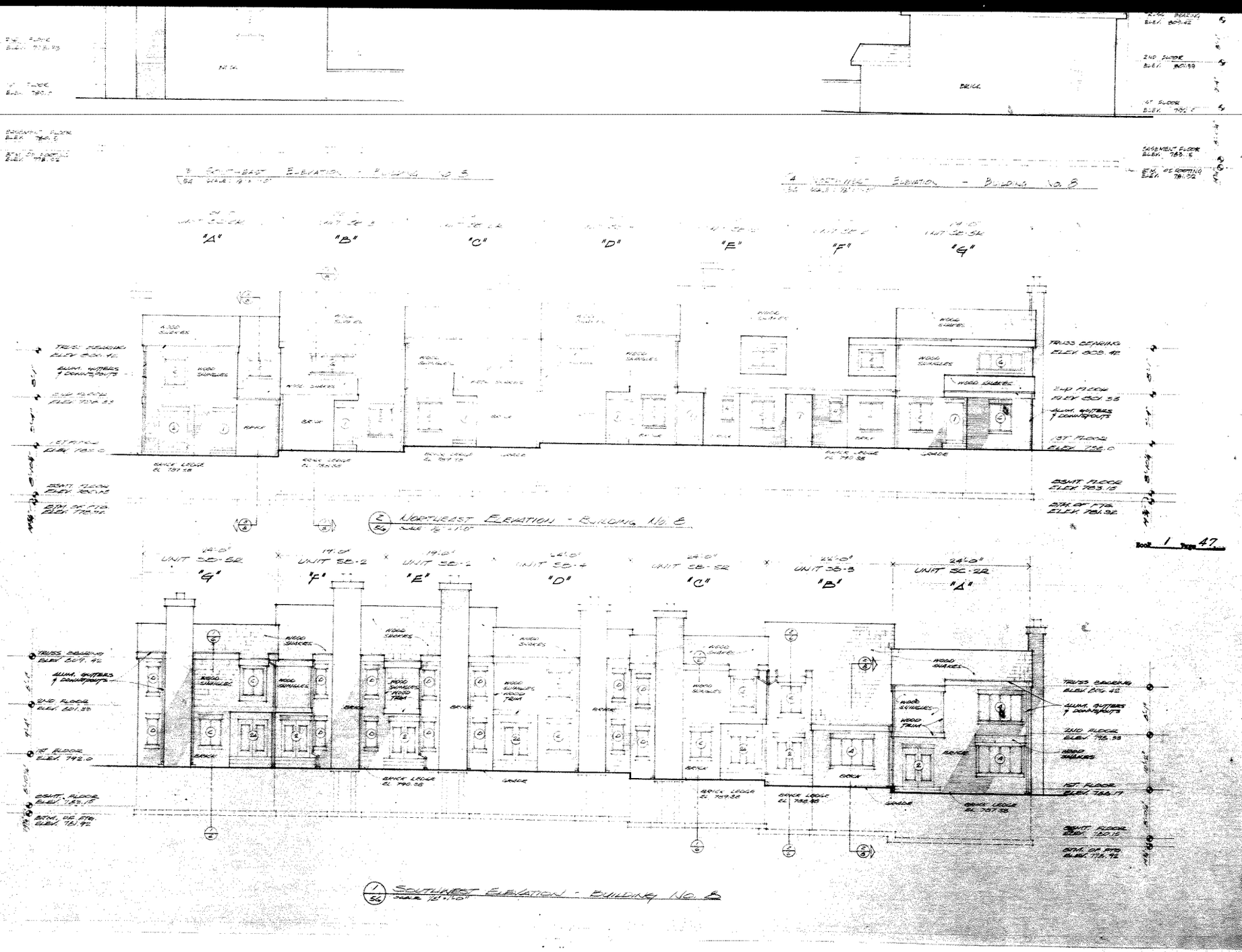

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ft.wayne,ind.46804

sheet number 6 of

COVINGTON CREEK CONDOMINIUM

47

73 02489

DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP

COVINGTON CREEK CONDOMINIUM
HORIZONTAL PROPERTY REGIME

1973 JUL 31 PM 1 32

Jeanne Lewis
ALLEN COUNTY RECORDER

Stewart Keegan. Bank Box

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DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP

COVINGTON CREEK CONDOMINIUM HORIZONTAL PROPERTY REGIME

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DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP

COVINGTON CREEK CONDOMINIUM HORIZONTAL PROPERTY REGIME

This Declaration, made this 31st day of January, 1973, by REALAMERICA HOMES, INC., an Indiana Corporation (the Declarant"),

W I T N E S S E T H:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title to the following described real estate, located in Allen County, Indiana, to wit:

See Exhibit "A" attached hereto and made a part hereof.

B. Declarant, by execution of this Declaration, hereby creates a Horizontal Property Regime upon the Tract, to be known as "Covington Creek Condominium" subject to the provisions of the Horizontal Property Act of the State of Indiana and the terms and conditions of this Declaration.

NOW, THEREFORE, Declarant hereby makes this Declaration as follows:

1. Definitions. The following terms, as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

(a) "Act" means the Horizontal Property Act of the State of Indiana, Acts 1963, Chapter 349, Sections 1 through 31, as amended. The Act is incorporated herein by reference.

(b) "Additional Tract" means the real estate described in paragraph 18 which may be annexed to and included within COVINGTON CREEK CONDOMINIUM in accordance with paragraph 18.

(c) "Home" means one of the living units constituting COVINGTON CREEK CONDOMINIUM. Each individual unit shall be a separate freehold estate as provided in the Act consisting of the space bounded by such unit and being more particularly described and identified on the Plans and in paragraphs 4 and 5 of this Declaration. For purposes of the application of the Act to this Horizontal Property Regime, the term "Home" as used in this Declaration and all attending documents shall be deemed to be synonymous with the term "Apartment" as used in the Act. Wherever the term "Apartment" is used in the Act, the same shall be deemed to apply to the term "Home" as used in the documents of this Horizontal Property Regime.

(d) "Association" means the unincorporated association of Co-owners of COVINGTON CREEK CONDOMINIUM, more particularly described in paragraph 13.

(e) "Board of Managers" or "Board of Directors" means the governing body of the Association elected by the Co-owners in accordance with the By-Laws. The term "Board of Managers", as used herein and in the By-Laws, shall be synonymous with the term "Board of Directors" as used in the Act.

(f) "Building" means one of the structures on the Tract in which Homes are located. The buildings are more particularly described

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and identified in the Plans and in paragraph 3 of this Declaration.

(g) "By-Laws" means the By-Laws of the Association providing for the administration and management of the Property as required by and in conformity with the provisions of the Act. A true copy of the By-Laws is attached to this Declaration and incorporated herein by reference.

(h) "Common Areas" means the common areas and facilities appurtenant to the Property as defined in paragraph 6 of this Declaration.

(i) "Common Expenses" means expenses of administration of the Association and expenses for the upkeep, maintenance, repair and replacement of the Common Areas and Limited Areas and all sums lawfully assessed against the Owners by the Association or as declared by the Act, this Declaration or the By-Laws, including but not limited to that amount which the Owners must pay to the Corporation to enable the Corporation to own, operate and maintain the Recreational Area.

(j) "Co-owners" means the Owners of all the Homes.

(k) "Corporation" means the not-for-profit corporation, COVINGTON CREEK CONDOMINIUM RECREATIONAL AREA, INC., more fully described in paragraph 14, formed for the purpose of owning, operating and maintaining the Recreational Area for the benefit of the Residents.

(l) COVINGTON CREEK CONDOMINIUM means the name by which the Property and Horizontal Property Regime shall be known.

(m) "Limited Areas" or "Limited Common Areas" means the limited common areas and facilities as defined in paragraph 7 of this Declaration.

(n) "Mortgagee" means the holder of a first mortgage lien on a Home.

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(o) "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 Home and the Condominium Interest inherent therein.

(p) "Percentage Interest" means the percentage of undivided interest in the fee simple title to the Common Areas and Limited Areas appertaining to each Home as determined in accordance with paragraph 8 of this Declaration.

(q) "Percentage Vote" means that percentage of the total vote accruing to all of the Homes which is appurtenant to each particular Home and accrues to the Owner thereof. The Percentage Vote to which each Owner shall be entitled on any matter upon which the Co-owners are entitled to vote shall be the same percentage as the Percentage Interest appurtenant to such Owner's Home.

(r) "Plans" means the floor and building plans of Buildings and Homes on the Tract prepared by Grinsfelder & McArdle, registered architects, filed with the Allen County Recorder and incorporated herein by reference.

(s) "Property" means the Tract and appurtenant easements, including therein any annexations or additions thereto, the Homes, the Buildings, garages, improvements, and property of every kind and nature whatsoever, real, personal and mixed, located upon the Tract and used in connection with the operation, use and enjoyment of COVINGTON CREEK CONDOMINIUM. The term "Project" shall mean the condominium project known as the COVINGTON CREEK CONDOMINIUM, including therein all "Property" making up the same, as said term has been defined in this paragraph.

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(t) "Recreational Area" means the real estate described in paragraph 15, and any recreational facilities that are built thereon.

(u) "Resident" means any Owner or any person who resides on any portion of the Additional Tract if such portion of the Additional Tract is not annexed to COVINGTON CREEK CONDOMINIUM.

(v) "Tract" means the real estate described in paragraph A above and that portion of the Additional Tract when and if annexed.

(w) "Condominium Interest" shall mean the following:

1. Fee simple title to a Home.

2. An undivided interest as tenants in common, together with all other Owners, in the Common Area and Limited Common Area of the Tract.

3. An exclusive right to use the areas described in the Declaration, Plans and accompanying documents, as "Limited Common Areas" and restricted to the use of the Owner's respective Home.

4. A membership in the Association, as hereinafter defined, subject to this Declaration, the By-Laws of said Association, and all governing documents of said Association.

5. A membership in the not-for-profit corporation known as COVINGTON CREEK CONDOMINIUM RECREATIONAL AREA, INC., as hereinafter defined, subject to this Declaration, the By-Laws of the Association, and all governing documents of said Corporation.

2. Declaration. Declarant hereby expressly declares that the Property shall be a Horizontal Property Regime in accordance with the provisions of the Act.

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3. Description of Buildings. There is one Building containing seven Homes on the Tract or in Phase I, as shown on the Plans The Building is identified and referred to in the Plans and in this Declaration as Building Eight. The Buildings in subsequent Phases of the Additional Tract, if annexed, shall be identified and referred to in Supplemental Declarations. The Building in Phase I has two (2) stories and a full basement and will contain separate Homes with a carport appertaining to each Home with capacity for two automobiles.

4. Identification of Homes. Each Home is identified by number and letter on the Plans. Each number refers to the Building in which the Home is located, and each letter refers to the individual Home within the Building.

The plot plan of the Tract submitted herewith sets forth the Building placed upon the Tract as described in Paragraph 3 above, sets forth the relation of the Building to lot lines, establishes the placement of the respective Building upon the Tract, and further designates the Building as Building Eight. Superimposed upon the Building as described and outlined in said plot plan, are the letters corresponding to the designation of the Homes placed in the Building. Said designations further establish the location of those Homes in the Building. The letters "A" through "G" designating the Homes within the Building are also set forth on the floor plans of the Building submitted herewith, and said floor plans further designate the dimensions, layout, and location of the respective Homes.

The legal description for each Home shall consist first of the identifying number of the Building in which the Home is located and second the letter designation of the particular Home in that Building. The numbers and letters shall be separated by a dash (-) and the number shall always refer to the Building, while the letter shall always refer to the Home.

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By way of example: Home A in Building 8 shall be formally referred to as Home 8-A of COVINGTON CREEK CONDOMINIUM, and the deed to said Home shall reflect such designation.

5. Description of Homes.

(a) Appurtenances. Each Homes shall consist of all space within the boundaries thereof as hereinafter defined and all portions of the Building situated within such boundaries, including but not limited to all fixtures, facilities, utilities, equipment, appliances, and structural components designed and intended solely and exclusively for the enjoyment, use and benefit of the Home wherein the same are located, or to which they are attached, but excluding therefrom that designed or intended for the use, benefit, support, safety, or enjoyment of any other Home or which may be necessary for the safety, support, maintenance, use, and operation of any of the Buildings or which are normally designed for common use; provided, however, that all fixtures, equipment and appliances designed or intended for the exclusive enjoyment, use and benefit of a Home shall constitute a part of such Home, whether or not the same are located within or partly within the boundaries of such Home. The interior surface of all doors, the window glass and the interior window frames, whether or not located within or partly within the boundaries of a Home, and all interior walls within the boundaries of a Home, are considered part of the Home.

(b) Boundaries. The boundaries of each Home shall be as shown on the Plans without regard to the existing construction measured between the interior unfinished surface of the floors, ceilings and perimeter walls of each Home. In the event any horizontal or vertical boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or ceiling surface of the Home because of inexactness of construction settling after construction, or for any other reasons, the boundary lines of each Home shall be deemed to be and treated for purposes of occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent

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easements for exclusive use shall exist in favor of the Owner of each Home in and to such space lying outside of the actual boundary line of the Home, but within the appropriate wall, floor or ceiling surface of the Home.

(c) Each Home shall carry with it and have inherent therein a "Condominium Interest" as that term is hereinabove defined, and said Condominium Interest shall be inseparable from said Home and shall pass with the fee interest to said Home as an integral part thereof.

6. Common Areas and Facilities. Common Areas means and includes all portions of the Tract and the improvements thereon, except the portion conveyed or to be conveyed to fewer than all of the Owners, or to the Association or to the Corporation all as provided for in this Declaration, the By-Laws of the Association, and the Plans of COVINGTON CREEK CONDOMINIUM.

Except as otherwise provided, common areas shall include but may not be limited to the following: (1) the Tract, (2) the foundations, columns, girders, beams, supports and roofs of the Buildings, (3) the yards, gardens, driveways and sidewalks, (4) central electricity, gas, water and sanitary sewer mains serving the Buildings, (5) exterior lighting fixtures and electrical service lighting the exterior of the Buildings, (6) pipes, ducts, electrical wiring and conduits and public utilities lines, (7) floors, ceilings and perimeter walls, except the interior surface thereof (except interior walls of all Homes), and (8) all facilities and appurtenances located outside of the boundary lines of the Homes, except those areas and facilities expressly defined as part of a Home

7. Limited Common Areas and Facilities. Limited Common Areas shall be those portions of the Common Areas described above which are limited in their use and enjoyment to fewer than all the Owners. Limited Areas and those Homes to which use thereof is limited are as follows:

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(a) Garage Parking Spaces. Each Building is adjoined or bordered by a garage area or carport which contains space for two automobiles. Such carport, garage, and/or garage space shall be limited to the use and enjoyment of the Home to which the respective garage space is assigned, and each space within the garage is limited to the use of the Home for which it is designated in the Condominium documents. The exclusive use of such garage parking space shall pass with title to the Home for which the garage parking space is designated, even though not expressly mentioned in the document passing title. The garage parking space and use thereof shall be subject to such rules and regulations as the Board of Managers may deem appropriate and adopt. An Owner may grant a license to any other Owner to use his garage parking space, provided such license shall expire when the Owner granting the license ceases to be an Owner of the Home for which the garage parking space is designated. Any such license agreement shall be in writing and an executed copy thereof shall be furnished to the Board of Managers and the licensee shall be bound by and subject to all the obligations of the Owner with respect to such parking space; provided, however, the Owner granting such license shall not be relieved thereby from any of his obligations regarding such parking space.

(b) Patios. For every Home there is one or more patios designated in the Condominium documents. Each patio shall be limited to the use and enjoyment of the Homes in the Building to which the patio is appurtenant and/or as designated on the Plans.

(c) Porches, Stoops and Doorframes. Doorframes through which access to the Home is obtained are limited to the use and enjoyment of the Home or Homes served by such doorframe. Porches and/or stoops connecting a Home with a patio and/or adjoined to a patio shall be limited to the use and enjoyment of the Home served by such porch or stoop.

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(d) Utilities and Improvements Serving Individual Homes. All Utilities lying within the exterior dimensions of the perimeter walls of any Building and exclusively serving a particular Home or Homes within the Project shall be deemed to be Limited Common Areas, and shall be restricted to the use and enjoyment of the Home or Homes which they serve. Such Utilities shall expressly be deemed to include, but shall not be limited to all Water, Sewer, Gas, Electrical, TV, Telephone and Heating lines, ducts, improvements and facilities of every type or nature whatsoever. Except as may otherwise be expressly provided, such Utilities and all portions thereof lying outside the exterior perimeters of any Building shall be deemed to be and remain Common areas. In addition to those facilities established as Limited Common Areas above, all Air Conditioning facilities lying within or without the exterior perimeters of any Building and serving any particular Home within any such Building shall be deemed to be Limited Common Areas, and shall be restricted to the use and enjoyment of the Home which they serve. Such Air Conditioning facilities shall include all Air Conditioning ducts, lines and improvements lying within the exterior perimeters of any Building, all Air Condensor Units located or lying outside any Building, and all lines, ducts or facilities connecting any such Condensor with any of the said lines, ducts or improvements within the perimeters of a Building.

8. Ownership of Common Areas and Percentage Interest. Each Owner shall have an undivided interest in the Common Areas and Limited Areas, as tenants in common with all other Owners, equal to his Home's Percentage Interest. Each Home's Percentage Interest is dependent upon and varies according to the amount of the Additional Tract that is annexed and made a part of COVINGTON CREEK CONDOMINIUM. Each Home's Percentage Interest in the Common Areas and Limited Areas, if COVINGTON CREEK CONDOMINIUM consists only of Phase I, is as set forth in Schedule 1 of Exhibit "A" attached hereto and made a part hereof. If any portion of the additional Tract is made a part

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of COVINGTON CREEK CONDOMINIUM as permitted and contemplated by Paragraph 18 of this Declaration, or any other additional Tract is annexed to the Project, the Percentage Interest of each Home in the existing Tract will automatically be amended and adjusted as provided in each Amended or Supplemental Declaration. It is expressly provided that each Owner's Percentage Interest shall be a determinable interest and shall exist so long as additional Tracts are not added to an existing Tract as provided for in Paragraph 18. At any time that additional Tracts are added to an existing Tract, the Percentage Interest of each Owner shall automatically revert to the Declarant and shall be revested in all Owners of both the prior Tract and the annexed Tract as provided in the Amended Declaration.

The Percentage Interest appertaining to each Home as determined by the appropriate Schedules in Exhibit "A" shall also be the Percentage Vote allocable to the Owner thereof in all matters with respect to COVINGTON CREEK CONDOMINIUM and the Association upon which the Co-owners are entitled to vote, including but not limited to election of the Board of Managers. For purposes of voting, the Declarant shall be deemed to be the Owner of any Home which it has title to and which has not been transferred to third parties, and said Declarant shall be permitted to designate one or more representatives to cast the votes appertaining to the Homes which it holds.

9. Encroachments and Easements for Common Areas. If, by reasons of the location, construction settling, or shifting of a Building, any Common Area or Limited Area now encroaches or shall hereafter encroach upon any Home, then in such event, an easement shall be deemed to exist and run to the Co-owners and the Association for the maintenance, use and enjoyment of such Common Area or Limited Area.

Notwithstanding anything hereinabove or hereinafter set forth, each Owner shall have an easement in common with each other Owner to use all pipes,

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wires, ducts, cables, conduits, utility lines and other common facilities located in any of the other Homes and serving his Home.

10. Real Estate Taxes. Real estate taxes are to be separately taxed to each Home as provided in the Act. In the event that for any year real estate taxes are not separately assessed and taxed to each Home, but are assessed and taxed on the Property as a whole, then such Owner shall pay his proportionate share of the real estate taxes assessed to the land in accordance with the Percentage Interest appertaining to his respective Home, and shall further pay his proportionate share of the taxes on the improvements based upon the ratio between the value of his Home and the sum of the values of all Homes that make up the assessment on improvements. Where replacement costs have been established for purposes of insurance taken out by the Association, such replacement costs shall be deemed to establish the relative values of the respective Homes for purposes of this Paragraph.

11. Utilities. Each Owner shall pay for his own utilities which are separately metered. Utilities which are not separately metered shall be treated as and paid as part of the Common Expenses, unless otherwise agreed by a majority of the Percentage Vote of the Co-owners.

12. Easement for Utilities and Public and Quasi-Public Vehicles. All public and quasi-public vehicles, including but not limited to police, fire and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles, shall have the right to enter upon the streets, Common Areas and Limited Areas of COVINGTON CREEK CONDOMINIUM in the performance of their duties. An easement is also granted to all utilities and their agents for ingress, egress, installation, replacement, repairing and maintaining of such utilities, including but not limited to water, sewers, gas, telephones and electricity on the Property; provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines, or other utilities, except as initially designed and approved by

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Declarant or as thereafter may be approved by the Board of Managers. By virtue of this easement the electric and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Property and to affix and maintain electric and telephone wires, circuits, and conduits on, above, across, and under the roofs and exterior walls of the Buildings.

13. Association of Owners. In order to provide for maintenance, repair, replacement, administration, and operation of the Property and in compliance with the provisions of the Act, there is hereby created an association of the Co-owners of the Homes in COVINGTON CREEK CONDOMINIUM to be known as the COVINGTON CREEK CONDOMINIUM ASSOCIATION. Each Owner shall be a member of the Association, but membership shall terminate when such person ceases to be an Owner, and will be transferred to the new Owner.

The Association shall elect a Board of Managers annually in accordance with and as prescribed by the By-Laws. The Co-owners shall be entitled to cast their Percentage Vote for the election of the Board of Managers.

The Board of Managers shall be the governing body of the Association, representing all of the Co-owners in providing for the management, maintenance, repair, replacement, and upkeep of the Property.

14. The Corporation. In order to provide for the maintenance, repair, replacement, administration, operation and ownership of the Recreational Area, there shall be created a not-for-profit corporation, COVINGTON CREEK CONDOMINIUM RECREATIONAL AREA, INC., whose membership shall be comprised of and limited to Residents and Owners of the area served; provided, however, Declarant shall be the sole determinant of what area is to be served, which determination shall be made in accordance with paragraph 20 of this Declaration.

The Corporation shall have two classes of members, Class A and Class B. Class A members shall be anyone who owns one or more Dwelling Units including but not limited to Owners, and shall be entitled to one vote for each Dwelling Unit owned. Class B members shall be any Resident who is not an

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Owner or any officer, director, partner or appointee of a Class A member. Class B members shall not be entitled to any vote but may be a director. Dwelling Unit when used in this Declaration shall mean any Home or any living unit housing one family located in the area served by the Recreational Area.

All members of the Corporation shall abide by the rules and regulations of the Corporation. Membership shall terminate when such person ceases to be a Resident or an Owner of any of the area served. The operation of the Corporation shall be more fully described in its Articles of Incorporation and By-Laws which shall be filed on or before the completion of the improvements to be placed upon and made part of the Recreational Area or within a reasonable time thereafter, but in no event later than January 1, 1974.

15. Recreational Area. Declarant shall construct certain recreational facilities, including a pool and cabana, in the area designated for such use. The legal description of said designated area shall include, but may not be limited to, the following: See Exhibit "B" attached hereto and made a part hereof. Declarant retains the right to add additional areas and improvements to the property described in Exhibit "B" at Declarant's discretion at any time prior to August 1, 1992.

Declarant shall, after constructing the recreational facilities convey the Recreational Area to the Corporation and the Corporation will own, operate and maintain the Recreational Area for the Residents and Owners of the area to be served.

All members of the Corporation shall have the right to use the recreational facilities in accordance with this Declaration, the By-Laws of the Association and the Articles, By-Laws and rules and regulations adopted by the Board of Managers of such Corporation.

Declarant shall make the sole determination as to whether the Additional Tracts if not incorporated into the Tract shall be served by the Recreational Area, which determination shall be made on or before August 1, 1992, in accordance with Paragraph 20 of this Declaration.

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The cost of owning, operating and maintaining the Recreational Area shall be borne by the Owners of the Dwelling Units entitled to use the recreational facilities.

16. Maintenance, Repairs and Replacements. Each Owner shall, at his expense, be responsible for the maintenance, repairs, decoration and replacement within his own Home, except as may otherwise be provided in the By-Laws. Each Owner shall repair any defect occurring in his Home which, if not repaired, might adversely affect any Condominium Unit, Common Area or Limited Area. Maintenance, repairs, replacements and upkeep of the Common Areas and Limited Areas shall be furnished by the Association and shall be chargeable by the Association to all Homes or fewer than all Homes as the Declaration, By-Laws and Rules and Regulations of the Condominium Project shall provide.

The Board of Managers shall adopt such rules and regulations concerning maintenance, repairs, use and enjoyment of the Common Areas and Limited Areas as it deems appropriate.

The Association shall have the duty of determining by estimate or otherwise and collecting the amount of common expenses necessary to maintain, repair and administer LIVINGTON CLUB CONDOMINIUM and all improvements constituting a part thereof and said duties of the Association shall be more fully set out in the By-Laws thereof consistent with the following general statement of the obligations of said Association. Annually, on or before the date of the regular annual meeting of the Association, it shall notify the Owner of each Condominium Interest of the amount of the estimated annual assessment and shall collect the fractional interest of one-twelfth (1/12th) of the amount thereof from each Owner each month. The estimated Common Expenses shall be on a calendar year basis. The Association shall maintain and establish a reserve fund for deferred maintenance, repairs, administration costs, payment of a manager, if necessary, payment of insurance premiums

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and other matters deemed appropriate.

Common Expenses shall be deemed to include but shall not be limited to the Insurance Premium for all insurable improvements, administration and management expenses, the cost of maintenance of the recreation area, including the maintenance and replacement of hot water heaters, furnaces and other utilities and equipment used in connection therewith. It shall also include all other maintenance, repair and upkeep of the Common Area. All Owners shall be responsible and liable for a pro rata share of the Common Expenses as provided for in this Declaration and the By-Laws incorporated herein.

Notwithstanding anything hereinabove or hereinafter set forth, it is expressly provided herewith that the expense of maintenance, repair and upkeep of the Limited Common Areas described and set forth in Paragraphs 7 (a), (b), (c), and (d) shall be borne exclusively by the Owners of the Homes entitled to the use and enjoyment of such Limited Common Areas. Except as otherwise provided in the Declaration, By-Laws and rules and regulations of the Association, it shall be the duty of the Association to provide all such maintenance, repair and upkeep of the Limited Common Area described in Paragraph 7, and the Association shall have the further responsibility of collecting the expenses of the same incurred with respect to any such Limited Common Areas from the Home Owners entitled to the exclusive use and enjoyment of such Limited Common Area. The Association may establish uniform reserves with respect to each Building and/or Home. It shall be understood, however, that any damage caused by an owner, tenant of an Owner, or guest or invitee of an Owner through said party's negligence, wear or tear, or by his willful acts, shall be the responsibility of the Owner and a lien against the Home of such Owner as hereinafter provided shall exist with respect to any such damage.

The Board of Managers or their designated agent shall have the right at reasonable times and upon reasonable prior notice (except in cases of emergency in which case no notice shall be required), to enter into each individual Home for the purposes of inspection of the Home, the Building in which the Home is located, Common Areas, and Limited Areas appurtenant thereto

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and for the further purpose of replacement, repair and maintenance of the same.

The Board of Managers shall have the sole and exclusive power, authority and obligation to determine all matters affecting assessments, except as may otherwise be provided for in this Declaration and/or the By-Laws. Such power, authority and obligation shall expressly include but shall not be limited to the allocation of all assessments between Homes and Home Owners, the determination of whether property making up any portion of the Project constitutes Common Areas or Limited Common Areas as provided for in the Declaration and By-Laws, and the determination of whether expenditures with respect to any such property or affecting the same is assessable against all or fewer than all the Owners. Such determinations by the Board shall be binding upon all parties and all Owners unless it shall be shown that said determinations were made in bad faith with an intent to prefer certain Homes or Owners over others, or were made in contravention of the express terms and conditions of the Declaration and/or the By-Laws.

17. Alterations, Additions and Improvements. Except as may be otherwise provided in the Declaration or By-Laws, no owner shall make any alterations or additions to any Common Areas or Limited Areas without the prior written approval of the Board of Managers, nor shall any Owner make any alterations to his respective Home and within the boundaries thereof which would affect the safety or structural integrity of the Building in which the Home is located.

18. Annexation of the Additional Tract. The Declarant contemplates the development of the Additional Tract in a manner compatible with the Tract. The Additional Tract bears the following legal description.

See Exhibit "C" attached hereto and made a part hereof.

The Declarant reserves the right from time to time, within twenty (20) years of the date of the recording of this Declaration, to annex and add to the Tract and thereby add to the condominium created by this Declaration, all or any portion of the real property described in the Additional Tract. Providing, however, that under no circumstances

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shall any property annexed to the prior Tract have a density when fully developed in excess of sixteen (16) Homes per acre. Said annexation, if it occurs, may take place in one or more phases. No rights of any character whatever within the said Additional Tract attach to any Owner except as to that portion described in any recorded Amended Declaration annexing and adding such portion to this Declaration as part of the condominium created by this Declaration, or except as may otherwise have been expressly provided for in this Declaration.

In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Declarant, REALAMERICA HOMES, INC., or its successor or successors in interest, as attorney-in-fact, to shift the percentages of ownership in the Common Elements appurtenant to each Home to the percentages set forth in such recorded Amended Declaration.

Each Owner of a Home by acceptance of a deed thereto, further acknowledges, consents and agrees, as to each such Amended Declaration that is recorded, as follows:

(a) The portion of the Tract described in each such Amended Declaration shall be governed in all respects by the provisions of this Declaration unless otherwise expressly provided for in said Amended Declaration.

(b) The percentage of ownership in the Common Elements appurtenant to each Home shall automatically be shifted and reallocated to the extent set forth in each such recorded Amended Declaration and upon the recording of each such Amended Declaration, the amount by which such percentage appurtenant to a Home is reduced, as set forth in each such recorded Amended Declaration, shall thereby be and be deemed to be released and divested from such Home Owner and reconveyed and reallocated among the other Home Owners as set forth in each such recorded Amended Declaration.

(c) Each deed, mortgage or other instrument affecting a Home shall be deemed given subject to the conditional limitations that the percentage of ownership in the Common Elements appurtenant to each Home shall, upon the recording of each Amended Declaration, be divested pro tanto to the reduced or amended percentage set forth in such Amended Declaration and vested among the other Owners, mortgagees and others owning an interest in the other Homes in accordance with the terms and percentages of each such recorded Amended Declaration.

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(d) A right of revocation is hereby reserved by the grantor in each such deed, mortgage or other instrument of a Home to so amend and reallocate the percentages of ownership in the Common Elements appurtenant to each Home.

(e) The percentage of ownership in the Common Elements appurtenant to each Home shall include and be deemed to include any additional Common Elements annexed hereto by a recorded Amended Declaration and each deed, mortgage or other instrument affecting a Home shall be deemed to include such additional Common Elements and the ownership of any such Home and lien of any such mortgage shall automatically include and attach to such additional Common Elements as such Amended Declaration are recorded.

(f) Each Owner shall have a perpetual easement, appurtenant to his Home, for the use of any additional Common Elements annexed thereto by and described in any recorded Amended Declaration, for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the Owners of specific Homes as may be provided in any such Amended Declaration.

(g) The recording of each such Amended Declaration shall not alter the amount of the lien for expenses assessed to a Home prior to such recording.

(h) Each Owner by acceptance of the deed conveying his Home, agrees for himself and all those claiming under him, including mortgagees, that this Declaration and each Amended Declaration is and shall be deemed to be in accordance with the Act and for purposes of this Declaration and the Act, any changes in the respective percentages of ownership in the Common Elements as set forth in each such Declaration shall be deemed to be made by agreement of all Home Owners.

(i) The Declarant reserves the right to amend this Declaration in such manner, and each Owner agrees to execute and deliver such documents to comply with the Act as it may be amended from time to time.

(j) The foregoing provisions of this Declaration and the deeds and mortgages of the Homes and Common Elements contain and will contain clauses designed to accomplish a shifting of the Common Elements. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other, toward the end that a valid shifting of the Common Elements can be accomplished.

In the event Declarant does not annex to COVINGTON CREEK CONDOMINIUM the Additional Tract or any particular portion thereof, as permitted by this Paragraph 18, Declarant shall file a Supplemental Declaration which shall permanently remove that part of the Additional Tract that has not been annexed from any right to be made part of COVINGTON CREEK CONDOMINIUM; provided, however, any portion of the said Additional Tract for which a

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Supplemental Declaration has not been filed by August 1, 1992, shall be automatically removed from the possibility of becoming a part of COVINGTON CREEK CONDOMINIUM.

19. Easement to Additional Tract. In the event all or any part of the Additional Tract is not annexed to COVINGTON CREEK CONDOMINIUM, the Owners of that part of the Additional Tract not annexed, their guests, invitees, lessees, and agents, and all public and quasi-public vehicles, including but not limited to police, fire, emergency vehicles, trash and garbage collection, post office vehicles and privately owned vehicles, shall have the right and easement to enter upon the streets and Common Areas of COVINGTON CREEK CONDOMINIUM, to provide ingress and egress to the Additional Tract as is necessary.

20. Residents' Rights to Recreation Areas. If any portion of the Additional Tract shall not be developed and incorporated into the Tract as a part of COVINGTON CREEK CONDOMINIUM, but shall be developed for residential use by Declarant, the Residents of such lands shall be permitted to use the recreational facilities and Recreational Area in accordance with the rules and regulations of the Corporation and the right and easement to enter upon the streets and Common Areas of COVINGTON CREEK CONDOMINIUM and of any portion of the residentially develope rea of the Additional Tract as may be necessary to go to and from th ational Area unless on or before August 1, 1992, Declarant records a document stating that the Recreational Area shall not be for the use of the Residents of the unannexed portions of the Additional Tract, in which event the Residents of the additional real estate shall have no right to use the Recreational Area or any interest in the Corporation.

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21. Insurance. The Association, acting through its Board of Managers, shall obtain fire and extended coverage insurance insuring the Property in an amount equal to the full replacement cost thereof as determined by a qualified appraiser, the amount determined and the insurance renewed annually. The cost of any appraisal shall be a Common Expense. Such insurance shall (1) provide that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Owners do not elect to restore pursuant to Paragraph 22, (2) contain a "Replacement Cost Endorsement", and (3) provide full coverage for replacement of any Home regardless of what damage, if any, is sustained by any other Home. Such insurance coverage shall be for the benefit of each Owner in accordance with the replacement costs established for each respective Home, and, if applicable, the Owner's Mortgagee. The proceeds shall be payable to the Association or the Board of Managers, who shall hold such proceeds as trustee for the individual Owners and Mortgagees.

The Association shall also obtain comprehensive public liability insurance in such limits as the Board of Managers shall deem appropriate, together with Workmen's Compensation insurance and other liability insurance, if deemed necessary or appropriate by the Board of Managers. Such insurance shall inure to the benefit of each individual Owner, the Association, the Board of Managers, and any managing agent or company acting on behalf of the Association. Such insurance coverage shall also cover cross liability claims of one insured against the other.

The premiums for all such insurance shall be paid by the Association as part of the Common Expenses. Provided, however, that notwithstanding anything hereinabove or hereinafter set forth, it shall

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be understood that if there shall appear any appreciable differences in the insurance premiums attributable to the separate Homes, the Board shall have the power and authority within its sole and exclusive discretion to treat those portions of premiums which are above an established base premium applicable to all Homes as additional expenses separate from the established Common Expenses. Such additional expenses of insurance may be charged to the respective Homes to which they apply individually, and shall constitute obligations exclusive to that Home. The Board shall further have the right to notify the respective Homeowners that insurance premiums shall be paid in whole or in part directly to the Mortgagee, where appropriate, and such direction shall be followed by the Homeowners. By acceptance of the deed to any such Home, each and every Owner of such a Home consents for himself and all claiming under him to being charged for such additional insurance premium individually and agrees to pay the same. It shall be further understood and agreed by all parties accepting deeds as title to such Homes that such assessments for additional insurance premiums shall in all respects be enforceable against the Homes to which they apply and the Owner thereof in the same manner as Common Expenses shall be enforceable against all Homes and Owners.

Each Owner shall have the right to purchase any additional insurance he may deem necessary, and each Owner shall be solely responsible for insurance on the contents of his own Home, including all floor and wall coverings, and fixtures and betterments installed by the Owner, and his personal property stored elsewhere on the Property.

22. Casualty and Restoration. In the event of damage or destruction of the Property by fire or other casualty, the following provisions shall be applicable:

(a) Partial Destruction. In the event that less than two-thirds (2/3) of the Homes are destroyed by the occurrence of fire

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or other casualty, then the Association shall cause the Property to be promptly repaired and restored. The proceeds of the insurance carried by the Association shall be applied to the cost of such restoration. If the insurance proceeds are not adequate to cover the costs of reconstruction of any Home suffering casualty damage, or in the event there are no proceeds, the costs of restoring the damage suffered by any given Home shall be borne as a Common Expense by all Co-owners to the full extent of the additional costs and expenses of such restoration or reconstruction over and above the insurance proceeds allocable to said Home, and said additional expenses shall be the subject of a special assessment. Provided, however, that nothing herein shall relieve any Owner from responsibility for all expenses and/or damages occasioned by the willful, intentional or negligent acts of himself, his family, tenants, guests, or invitees as otherwise provided for in this Declaration or the By-Laws incorporated herein. If any Owner who shall be responsible for the repair of his Home refuses or fails to make the required repairs necessary to restore any casualty damage, and shall leave his Home in a state of disrepair, the other Owners shall (or the Association, if such other Owners fail) complete the restoration and pay the cost thereof, and the costs attributable to the Owner or Owners who refuse or fail to make such repairs or restoration at the time required by the Board of Managers shall become a lien on such defaulting Owners' Homes and may be foreclosed in the same manner as provided for with respect to a lien for Common Expenses.

(b) Restoration in the Event of Two-Thirds Destruction. In the event that more than two-thirds (2/3) of the Homes are destroyed by fire or other casualty, then restoration of the Homes must be approved within one hundred twenty (120) days from the date of damage or destruction by no less than fifty-one per cent (51%) in the aggregate of the total Percentage Vote.

If within one hundred twenty (120) days fifty-one per cent (51%) in the aggregate of the total Percentage Vote shall not have approved the restoration of the Homes, then any alternate plan which shall have

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been approved by three-fourths (3/4) of the Owners shall be binding upon all Owners and shall be implemented and enforced forthwith. If neither fifty-one per cent (51%) of the Percentage Vote shall have approved the restoration of the Homes, nor three-fourths (3/4) of the required Owners shall have adopted an alternate plan, then and in that event, one hundred per cent (100%) of the Owners shall be deemed to have consented to, accepted and approved a plan for resolution of their interests in the Project and their respective Homes, which plan shall be as follows:

(i) Sufficient restoration of all damaged areas shall be effected to the extent necessary to avoid unreasonable risk of liability from injuries caused by the damaged property to persons in or about the premises or in the vicinity of the same. The restoration required for this purpose shall be determined by the Board.

(ii) Restoration of the damaged areas shall be effected to the extent necessary to maximize the net proceeds of the same upon sale or lease of the said areas, giving full consideration to the monies obtainable from the sale or lease of the said premises without restoration in whole or in part, the monies obtainable from the sale or lease of the premises with whole or partial restoration, and the costs of whole or partial restoration. The restoration required for this purpose shall be determined by the Board.

(iii) The property shall be deemed to be owned in common by the Home Owners.

(iv) The undivided interest in the property owned in common which shall appertain to each Home for purposes of this agreed settlement shall be that percentage of said total interest which the value of each said Home prior to the occurrence or occurrences of destruction bears to the value of all Homes prior to the occurrence or occurrences of destruction. If a replacement cost shall have been established for purposes of the insurance policy required in Paragraph 21 above, said replacement cost shall be binding for purposes of determining the value

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of the respective Homes prior to the occurrence or occurrences of destruction.

(v) Such percentage interests as herein defined and provided for shall supersede the percentage of undivided interest previously owned by each Owner in the Common Areas and facilities for all purposes of this agreed settlement and the application of any provisions of the Act hereto.

(vi) Any liens affecting any of the Homes shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Home Owner in the property as provided herein.

(vii) The property shall be subject to an action for partition at the suit of any Home Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the Home Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the property, as herein provided for, after first paying out of the respective share of the Home Owners, to the extent sufficient to the purposes, all liens on the undivided interest in the property owned by each Home Owner.

(viii) Each Owner by acceptance of a deed and/or interest in and to a Home agrees for himself and all those claiming under him, including Mortgagees, to accept the terms of this Paragraph and any and all effects which the same shall at any time have upon the Percentage Interest appertaining to his Home, and further agrees to the resolution of all

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matters of insurance proceeds and property interest arising out of damages to the Property in full and complete accordance with the terms of this Paragraph where the same are applicable.

(c) Restoration, for purposes of Subparagraphs (a) and (b) above, shall mean construction or rebuilding of the Homes to the same condition as they existed immediately prior to the destruction and with the same type of architecture.

23. Covenants and Restrictions. The covenants and restrictions applicable to the use and enjoyment of the Homes are set forth in Article VI of the By-Laws. These covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, the Co-owners or by the Association. Present or future Owners of the Association shall be entitled to injunctive relief against any violation of these provisions and shall be entitled to damages for any injuries resulting from any violations thereof, but there shall be no right of reversion or forfeiture of title resulting from such violation.

24. Lease of Home by Owner. For the purpose of maintaining the residential character of COVINGTON CREEK CONDOMINIUM and for the protection of the Co-owners with regard to financially responsible residents, the lease of a Home by an Owner other than Declarant shall be subject to the conditions and restrictions set forth below. Such restrictions shall not apply to Declarant or its successors in interest.

(a) Lease. No Owner shall lease his Home or enter into any other rental or letting arrangement for his Home without the prior written consent of the Board of Managers. Such consent shall not be unreasonably withheld. No lease for a term longer than one year, however, shall be permitted without approval of the Board. Any Owner desiring to enter into a lease for

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his Home shall make written application to the Board of Managers which application shall state the reasons why the applicant wishes to lease the Home, the name of the proposed tenant, and financial references of the proposed tenant. Within ten (10) days following the receipt of the application, the Board of Managers shall issue its written approval or disapproval to the Owner. In the event the Board fails to issue written approval or disapproval within such period, the application shall for all purposes be deemed approved.

(b) Limitations to Mortgagee. With respect to a Mortgagee that is a bank, mortgage company, life insurance company or savings and loan association, the provisions of subparagraph (a) of this paragraph 24 shall be limited in their application as follows:

(i) The provisions of subparagraph (a) shall not be applicable to such Mortgagee if such Mortgagee acquires possession of a Home during the period while a foreclosure proceeding is pending or to such Mortgagee who obtains title to a Home as a result of foreclosure of its mortgage or a conveyance in lieu thereof. The provisions of subparagraph (a) shall be binding upon any other person obtaining title to the Home from such Mortgagee or at any foreclosure or other judicial sale.

The provisions of this subparagraph (b) may not be amended without the consent of all of such Mortgagees.

25. Amendment of Declaration. Except as otherwise provided in this Declaration, including, but not limited to, the terms of paragraph 18 relating to annexation of the Additional Tract, amendments to this Declaration shall be proposed and adopted in the following manner:

(a) Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.

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(b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Managers or the Owners of at least twenty-five per cent (25%) of the total Percentage Vote.

(c) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly held in accordance with the provisions of the By-Laws.

(d) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the Percentage Vote.

(e) Special Amendments. No amendment to this Declaration shall be adopted which changes (1) the Percentage Interest with respect to any Home or the applicable share of an Owner's liability for the Common Expenses, without the approval of one hundred per cent (100%) of the Co-owners, except as otherwise provided in this Declaration, including but not limited to those paragraphs thereof affecting the annexation of the Additional Tract or the provisions of this Declaration affecting adjustment and resolution of interests of the Owners in the event of fire or casualty.

(f) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Allen County, Indiana, and such amendment shall not become effective until so recorded.

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26. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of the Homes shall be subject to and shall comply with the provisions of this Declaration, the Act, the By-Laws appended hereto, and the rules and regulations as adopted by the Board of Managers as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Home shall constitute an agreement that the provisions of this Declaration, the Supplemental Declaration, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Home or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Home or Homes or any part of the Property in any manner shall be subject to the Declaration, the Act, the By-Laws, and the rules and regulations applicable thereto as each may be amended from time to time.

27. Negligence. Each Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of his Home or its appurtenances or of the Common Areas or Limited Areas.

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

29. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or Limited Areas or the Recreational Area or by Abandonment of his Home.

30. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration or the By-Laws filed herewith shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration or the attached By-Laws.

31. Floor Plans. The Plans setting forth the layout, location, identification and perimeter dimensions of all of the Homes on the Tract are incorporated into this Declaration by reference, and have been filed coincident herewith in the Office of the Recorder of Allen County, Indiana.

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

REALAMERICA HOMES, INC.

By _____
H. Duane Bobeck, President

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared H. Duane Bobeck, by me known, and by me known to be

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the President of REALAMERICA HOMES, INC., who acknowledged the execution of the above and foregoing Declaration of Horizontal Property Ownership for and on behalf of said Corporation.

Witness my hand and Notarial Seal this 31st day of January, 1973.

Anita L. Baker, Notary Public

My Commission Expires:

October 1, 1975

This instrument prepared by Thomas M. Shoaff, Attorney at Law.

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Dreibelbiss Title Company, Inc.
Title Insurance Dept.

83-001188

Book 6 Page 39

DULY ENTERED FOR TAXATION

JAN 21 1983

Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

TWENTY-NINTH AMENDMENT
TO
DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP
AND
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
COVINGTON CREEK CONDOMINIUM

THIS DECLARATION, made this 14th day of January, 1983, by REALAMERICA HOMES, INC., an Indiana Corporation, as "Declarant":

W I T N E S S E T H:

WHEREAS, by the Declaration of Horizontal Property Ownership recorded in the Office of the Recorder of Deeds of Allen County, Indiana, as Document No. 7302489, the Declarant submitted certain real estate to the Horizontal Property Act of the State of Indiana (the "Act"), said Condominium being known as COVINGTON CREEK CONDOMINIUM (the "Condominium"); and

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WHEREAS, under the Declaration the right is reserved in the Declarant to annex and add certain real property to the Parcel and Property described in the Declaration and thereby add to the Condominium; and

WHEREAS, the Declarant is the legal title holder of and wishes to so annex and add to said Parcel and Property and thereby submit to the Act as a part of the Condominium the following real property as shown on the attached legal description shown as Exhibit "1" (the "Additional Property"), which property is a portion of the Additional Tract described in said Declaration; and

WHEREAS, the Additional Property is improved with six Homes, designated on the Plans as Homes 1, 5, 6, 9, 17 & 18, Phase XXIII; Homes 1, 5 & 6 have one story and a basement; Homes 9 & 17 have two stories and a basement; and Home 18 has two stories.

NOW, THEREFORE, REALAMERICA HOMES, INC., as Declarant and as the legal title holder of the Additional Property, and for the purpose above set forth, hereby declares that the declaration be and hereby is amended as follows:

1. The Additional Property is hereby annexed to the Parcel and Property as defined in Paragraph A of the Declaration, and is hereby submitted to the provisions of the Act as a part of the Condominium in accordance with, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.

2. The Plot Plan of the Additional Property submitted herewith sets forth the Homes as placed upon the Additional Property with relation to lot lines, establishes the placement of the Building upon the Additional Property, and further designates the Homes. The number designations of the Homes are further set forth on the floor plans of the Homes attached hereto and incorporated herein, and said floor plans further designate the dimensions, layout and location of the floors within the designated Homes.

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Allen County Recorder Document #: 830001188

The legal description for each of said Homes in Phase XXIII shall be identified as a number. Home 1 in Phase XXIII shall be formally referred to as Home 1, Phase XXIII of Covington Creek Condominium, and the deed to said Home shall reflect such designation.

3. Attached hereto and incorporated herein by reference as exhibits, are Sheets 1 through 18. Said Sheets shall amend the Plans, Specifications and Exhibits of the original Declaration by supplementing and adding thereto the Plans and information as shown on the attached Sheets 1 through 18. Any reference in the Declaration to the Plans, Specifications and Exhibits thereof shall be deemed to include in such reference Sheets 1 through 18 submitted herewith.

4. Exhibit A, Schedule 1, attached to the Declaration, and subsequent schedules amending the same, are hereby further amended and superseded in their entirety by Exhibit A, Schedule 23, attached hereto and made a part hereof, and the respective Percentages of Ownership in Common Elements appurtenant to each Home described in said Schedules of Exhibit A, prior to this Amendment are hereby reduced in the respective percentages set forth in Exhibit A, Schedule 23 as hereby amended. Any reference in the Declaration to Exhibit A, Schedule 1, or subsequent Schedules, shall be deemed to refer to Exhibit A, Schedule 23, as hereby amended.

5. All present and future owners, mortgages, tenants and occupants of the Homes, and all parties taking thereunder, shall be subject to and shall comply with the provisions of the Declaration, the Act, the By-Laws, and the amendments thereto as altered or affected by this Amended Declaration, and the rules and regulations as adopted by the Board of Managers, as each may be adopted or amended from time to time. The acceptance of a deed of conveyance, or the act of occupancy of any Home, shall constitute an agreement that the provisions of the Declaration, this Amended Declaration, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, or any parties taking thereunder, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Home or the Property as though such provisions are recited and stipulated at length in each and every deed, conveyance, mortgage, or lease thereof. All persons, corporations, partnerships, trusts, associations, or other legal entity who may occupy, use, enjoy or control a Home or Homes, or any part of the Property, in any manner, shall be subject to the Declaration, the Amended Declaration, the Act, the By-Laws, and the rules and regulations applicable thereto as each may be amended from time to time.

6. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

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

REALAMERICA HOMES, INC.

By: _____
Donald N. Landgraff, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Donald N. Landgraff, by me known, and by me known to be the Vice President of Realamerica Homes, Inc., who acknowledged the execution of the above and foregoing Amendment to Declaration of Horizontal Property Ownership for and on behalf of said Corporation. WITNESS my Hand and Notarial Seal, this 19th day of January, 1983.

My Commission Expires:
October 25, 1984

_____
Connie Underwood, Notary Public
Resident, Allen County, Indiana

This instrument prepared by Donald N. Landgraff, Attorney at Law.

83 1188

Allen County Recorder Document #: 830001188

The Plot Plan and Floor Plans corresponding to the Condominium Units incorporated into COVINGTON CREEK CONDOMINIUM by this Twenty-Ninth Amendment, attached hereto and incorporated herein by reference and further bearing the same Document Number as that affixed to this Amendment, are also recorded in the Allen County Recorder's Condominium Books at Book 6, Pages 1-4.

83 1188

Allen County Recorder Document #: 830001188

EXHIBIT "A"

SCHEDULE 23

Identification of Home	Percentage Undivided Interest
Home A of Building 28; Designated as Home 28-A	1/205
Home B of Building 28; Designated as Home 28-B	1/205
Home C of Building 28; Designated as Home 28-C	1/205
Home D of Building 28; Designated as Home 28-D	1/205
Home E of Building 28; Designated as Home 28-E	1/205
Home F of Building 28; Designated as Home 28-F	1/205
Home G of Building 28; Designated as Home 28-G	1/205
Home H of Building 28; Designated as Home 28-H	1/205
Home J of Building 28; Designated as Home 28-J	1/205
Home A of Building 29; Designated as Home 29-A	1/205
Home B of Building 29; Designated as Home 29-B	1/205
Home C of Building 29; Designated as Home 29-C	1/205
Home D of Building 29; Designated as Home 29-D	1/205
Home E of Building 29; Designated as Home 29-E	1/205
Home A of Building 30; Designated as Home 30-A	1/205
Home B of Building 30; Designated as Home 30-B	1/205
Home C of Building 30; Designated as Home 30-C	1/205
Home D of Building 30; Designated as Home 30-D	1/205
Home E of Building 30; Designated as Home 30-E	1/205
Home F of Building 30; Designated as Home 30-F	1/205

83 1188

Allen County Recorder Document #: 830001188

EXHIBIT "A"

SCHEDULE 23

Identification of Home	Percentage Undivided Interest
Home A of Building 25; Designated as Home 25-A	1/205
Home B of Building 25; Designated as Home 25-B	1/205
Home C of Building 25; Designated as Home 25-C	1/205
Home D of Building 25; Designated as Home 25-D	1/205
Home E of Building 25; Designated as Home 25-E	1/205
Home A of Building 26; Designated as Home 26-A	1/205
Home B of Building 26; Designated as Home 26-B	1/205
Home C of Building 26; Designated as Home 26-C	1/205
Home D of Building 26; Designated as Home 26-D	1/205
Home E of Building 26; Designated as Home 26-E	1/205
Home F of Building 26; Designated as Home 26-F	1/205
Home G of Building 26; Designated as Home 26-G	1/205
Home H of Building 26; Designated as Home 26-H	1/205
Home A of Building 27; Designated as Home 27-A	1/205
Home B of Building 27; Designated as Home 27-B	1/205
Home C of Building 27; Designated as Home 27-C	1/205
Home D of Building 27; Designated as Home 27-D	1/205
Home E of Building 27; Designated as Home 27-E	1/205
Home F of Building 27; Designated as Home 27-F	1/205

1983 JAN 21 AM 8:43

ALLEN COUNTY RECORDER

83 1188

Allen County Recorder Document #: 830001188

EXHIBIT "A"

SCHEDULE 23

Identification of Home	Percentage Undivided Interest
Home F of Building 21; Designated as Home 21-F	1/205
Home G of Building 21; Designated as Home 21-G	1/205
Home H of Building 21; Designated as Home 21-H	1/205
Home I of Building 21; Designated as Home 21-I	1/205
Home J of Building 21; Designated as Home 21-J	1/205
Home A of Building 22; Designated as Home 22-A	1/205
Home B of Building 22; Designated as Home 22-B	1/205
Home C of Building 22; Designated as Home 22-C	1/205
Home D of Building 22; Designated as Home 22-D	1/205
Home E of Building 22; Designated as Home 22-E	1/205
Home A of Building 23; Designated as Home 23-A	1/205
Home B of Building 23; Designated as Home 23-B	1/205
Home A of Building 24; Designated as Home 24-A	1/205
Home B of Building 24; Designated as Home 24-B	1/205
Home C of Building 24; Designated as Home 24-C	1/205
Home D of Building 24; Designated as Home 24-D	1/205
Home E of Building 24; Designated as Home 24-E	1/205
Home F of Building 24; Designated as Home 24-F	1/205
Home G of Building 24; Designated as Home 24-G	1/205

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Allen County Recorder Document #: 830001188

EXHIBIT "A"

SCHEDULE 23

Identification of Home	Percentage Undivided Interest
Home B of Building 18; Designated as Home 18-B	1/205
Home C of Building 18; Designated as Home 18-C	1/205
Home A of Building 19; Designated as Home 19-A	1/205
Home B of Building 19; Designated as Home 19-B	1/205
Home C of Building 19; Designated as Home 19-C	1/205
Home D of Building 19; Designated as Home 19-D	1/205
Home E of Building 19; Designated as Home 19-E	1/205
Home F of Building 19; Designated as Home 19-F	1/205
Home A of Building 20; Designated as Home 20-A	1/205
Home B of Building 20; Designated as Home 20-B	1/205
Home C of Building 20; Designated as Home 20-C	1/205
Home D of Building 20; Designated as Home 20-D	1/205
Home E of Building 20; Designated as Home 20-E	1/205
Home F of Building 20; Designated as Home 20-F	1/205
Home A of Building 21; Designated as Home 21-A	1/205
Home B of Building 21; Designated as Home 21-B	1/205
Home C of Building 21; Designated as Home 21-C	1/205
Home D of Building 21; Designated as Home 21-D	1/205
Home E of Building 21; Designated as Home 21-E	1/205

83 1188

Allen County Recorder Document #: 830001188

83-001188

EXHIBIT "A"

Book 6 Page 41

SCHEDULE 23

Identification of Home	Percentage Undivided Interest
Home A of Building 16; Designated as Home 16-A	1/205
Home B of Building 16; Designated as Home 16-B	1/205
Home C of Building 16; Designated as Home 16-C	1/205
Home D of Building 16; Designated as Home 16-D	1/205
Home E of Building 16; Designated as Home 16-E	1/205
Home F of Building 16; Designated as Home 16-F	1/205
Home G of Building 16; Designated as Home 16-G	1/205
Home H of Building 16; Designated as Home 16-H	1/205
Home I of Building 16; Designated as Home 16-I	1/205
Home J of Building 16; Designated as Home 16-J	1/205
Home A of Building 17; Designated as Home 17-A	1/205
Home B of Building 17; Designated as Home 17-B	1/205
Home C of Building 17; Designated as Home 17-C	1/205
Home D of Building 17; Designated as Home 17-D	1/205
Home E of Building 17; Designated as Home 17-E	1/205
Home F of Building 17; Designated as Home 17-F	1/205
Home G of Building 17; Designated as Home 17-G	1/205
Home H of Building 17; Designated as Home 17-H	1/205
Home I of Building 17; Designated as Home 17-I	1/205
Home A of Building 18; Designated as Home 18-A	1/205

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ALLEN COUNTY RECORDER
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83 1188

Allen County Recorder Document #: 830001188

EXHIBIT "A"

SCHEDULE 23

Identification of Home	Percentage Undivided Interest
Home C of Building 11; Designated as Home 11-C	1/205
Home D of Building 11; Designated as Home 11-D	1/205
Home E of Building 11; Designated as Home 11-E	1/205
Home A of Building 12; Designated as Home 12-A	1/205
Home B of Building 12; Designated as Home 12-B	1/205
Home C of Building 12; Designated as Home 12-C	1/205
Home D of Building 12; Designated as Home 12-D	1/205
Home E of Building 12; Designated as Home 12-E	1/205
Home A of Building 13; Designated as Home 13-A	1/205
Home B of Building 13; Designated as Home 13-B	1/205
Home A of Building 14; Designated as Home 14-A	1/205
Home B of Building 14; Designated as Home 14-B	1/205
Home C of Building 14; Designated as Home 14-C	1/205
Home D of Building 14; Designated as Home 14-D	1/205
Home A of Building 15; Designated as Home 15-A	1/205
Home B of Building 15; Designated as Home 15-B	1/205
Home C of Building 15; Designated as Home 15-C	1/205
Home D of Building 15; Designated as Home 15-D	1/205
Home E of Building 15; Designated as Home 15-E	1/205
Home F of Building 15; Designated as Home 15-F	1/205

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Allen County Recorder Document #: 830001188

EXHIBIT "A"

SCHEDULE 23

Identification of Home	Percentage Undivided Interest
Home D of Building 7; Designated as Home 7-D	1/205
Home E of Building 7; Designated as Home 7-E	1/205
Home F of Building 7; Designated as Home 7-F	1/205
Home G of Building 7; Designated as Home 7-G	1/205
Home A of Building 8; Designated as Home 8-A	1/205
Home B of Building 8; Designated as Home 8-B	1/205
Home C of Building 8; Designated as Home 8-C	1/205
Home D of Building 8; Designated as Home 8-D	1/205
Home E of Building 8; Designated as Home 8-E	1/205
Home F of Building 8; Designated as Home 8-F	1/205
Home G of Building 8; Designated as Home 8-G	1/205
Home A of Building 9 Designated as Home 9-A	1/205
Home B of Building 9 Designated as Home 9-B	1/205
Home C of Building 9 Designated as Home 9-C	1/205
Home D of Building 9 Designated as Home 9-D	1/205
Home E of Building 9 Designated as Home 9-E	1/205
Home A of Building 10; Designated as Home 10-A	1/205
Home B of Building 10; Designated as Home 10-B	1/205
Home A of Building 11; Designated as Home 11-A	1/205
Home B of Building 11; Designated as Home 11-B	1/205

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83-001188

EXHIBIT "A"

SCHEDULE 23

Book 6 Page 40

Identification of Home	Percentage Undivided Interest
Home F of Building 3; Designated as Home 3-F	1/205
Home G of Building 3; Designated as Home 3-G	1/205
Home A of Building 4; Designated as Home 4-A	1/205
Home B of Building 4; Designated as Home 4-B	1/205
Home C of Building 4; Designated as Home 4-C	1/205
Home D of Building 4; Designated as Home 4-D	1/205
Home A of Building 5 Designated as Home 5-A	1/205
Home B of Building 5 Designated as Home 5-B	1/205
Home C of Building 5 Designated as Home 5-C	1/205
Home D of Building 5 Designated as Home 5-D	1/205
Home E of Building 5 Designated as Home 5-E	1/205
Home F of Building 5 Designated as Home 5-F	1/205
Home A of Building 6 Designated as Home 6-A	1/205
Home B of Building 6; Designated as Home 6-B	1/205
Home C of Building 6; Designated as Home 6-C	1/205
Home D of Building 6; Designated as Home 6-D	1/205
Home E of Building 6; Designated as Home 6-E	1/205
Home F of Building 6; Designated as Home 6-F	1/205
Home A of Building 7; Designated as Home 7-A;	1/205
Home B of Building 7; Designated as Home 7-B	1/205
Home C of Building 7; Designated as Home 7-C	1/205

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EXHIBIT "A"

SCHEDULE 23

The undivided interest to Common Areas and Limited Areas, attaching to each Home of the Tract and indivisible from said Home shall be as follows:

Identification of Home	Percentage Undivided Interest
Home A of Building 1; Designated as Home 1-A	1/205
Home B of Building 1; Designated as Home 1-B	1/205
Home C of Building 1; Designated as Home 1-C	1/205
Home D of Building 1; Designated as Home 1-D	1/205
Home E of Building 1; Designated as Home 1-E	1/205
Home F of Building 1; Designated as Home 1-F	1/205
Home G of Building 1; Designated as Home 1-G	1/205
Home A of Building 2; Designated as Home 2-A	1/205
Home B of Building 2; Designated as Home 2-B	1/205
Home C of Building 2; Designated as Home 2-C	1/205
Home D of Building 2; Designated as Home 2-D	1/205
Home E of Building 2; Designated as Home 2-E	1/205
Home F of Building 2; Designated as Home 2-F	1/205
Home G of Building 2; Designated as Home 2-G	1/205
Home A of Building 3; Designated as Home 3-A	1/205
Home B of Building 3; Designated as Home 3-B	1/205
Home C of Building 3; Designated as Home 3-C	1/205
Home D of Building 3; Designated as Home 3-D	1/205
Home E of Building 3; Designated as Home 3-E	1/205

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Allen County Recorder Document #: 830001188

Virginia L. Young
83-0C1188
Book 6 Page 38

1983 JAN 21 AM 10:43
ALLEN COUNTY RECORDER
Virginia L. Young
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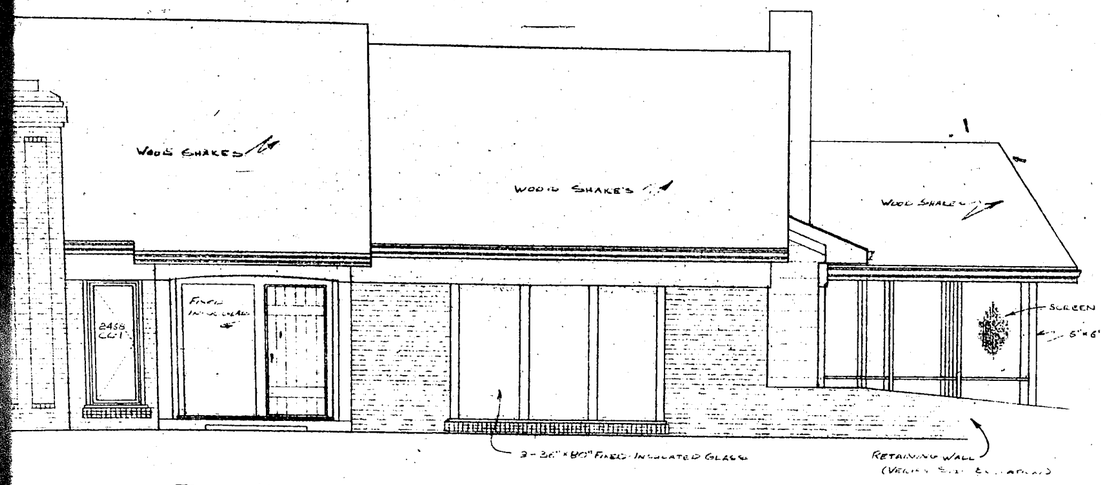
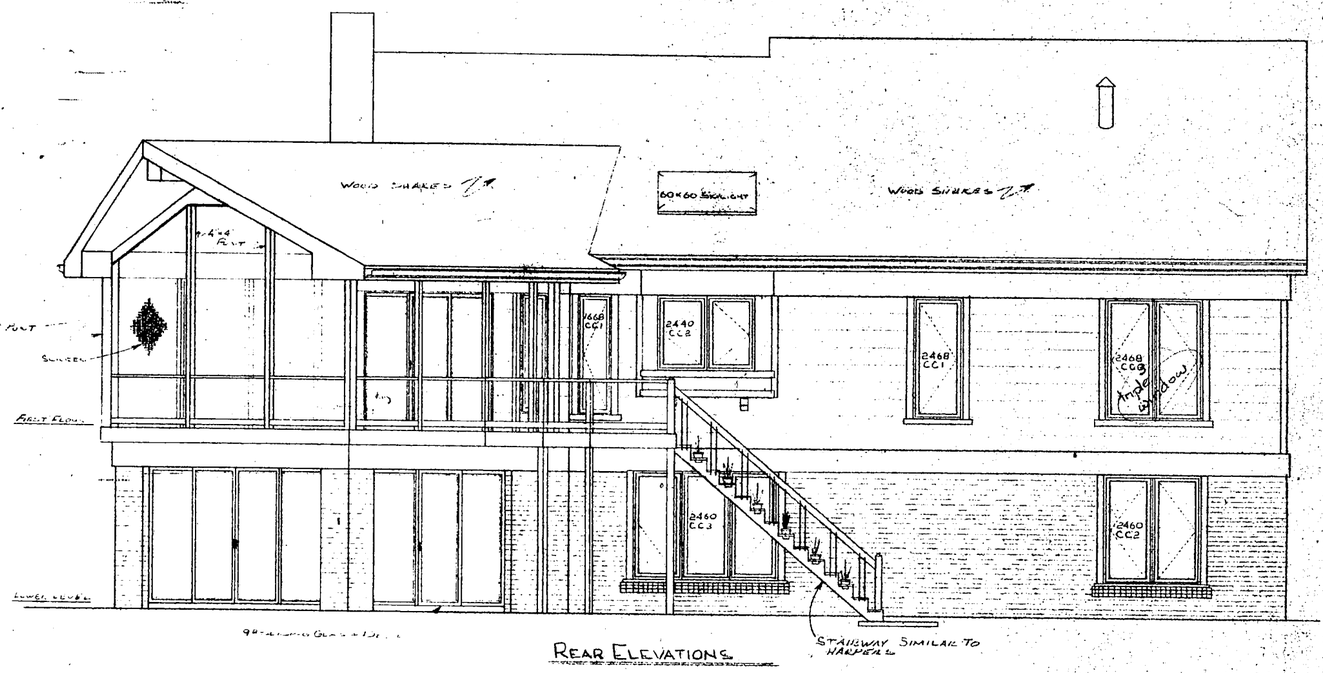
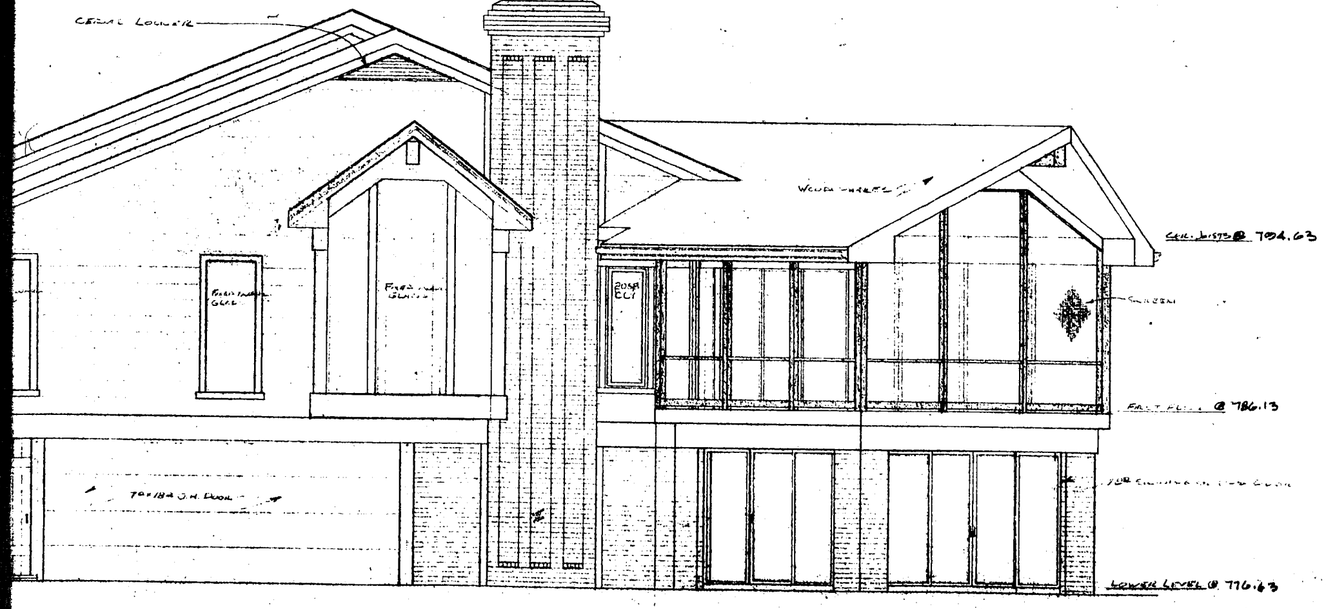
Book 6 Page 37



FRONT ELEVATION



REAR ELEVATIONS



RIGHT ELEVATION

CERTIFIED BY Richard Williamson NO. 1511
COVERING GENERAL CONSTRUCTION WORK

JAN 17 1983

UNIT 1

ELEVATION DRAWING

MR. & MRS. PETER G. COLLIAS
LOV. CREEK CONDO - 2721 MALLARD LOVE LN

ARCHITECTURAL CONCEPTS, INC.
6215 W. JEFFERSON BLVD. FT. WAYNE, IN 46804
(219) 432-8802
COMMERCIAL RESIDENTIAL INTERIOR PLANNERS

REVISIONS			
NO	DATE	BY	DESCRIPTION
	6-21	JA	CONSTRUCT
	8-16	RC	PLANS UPDATE

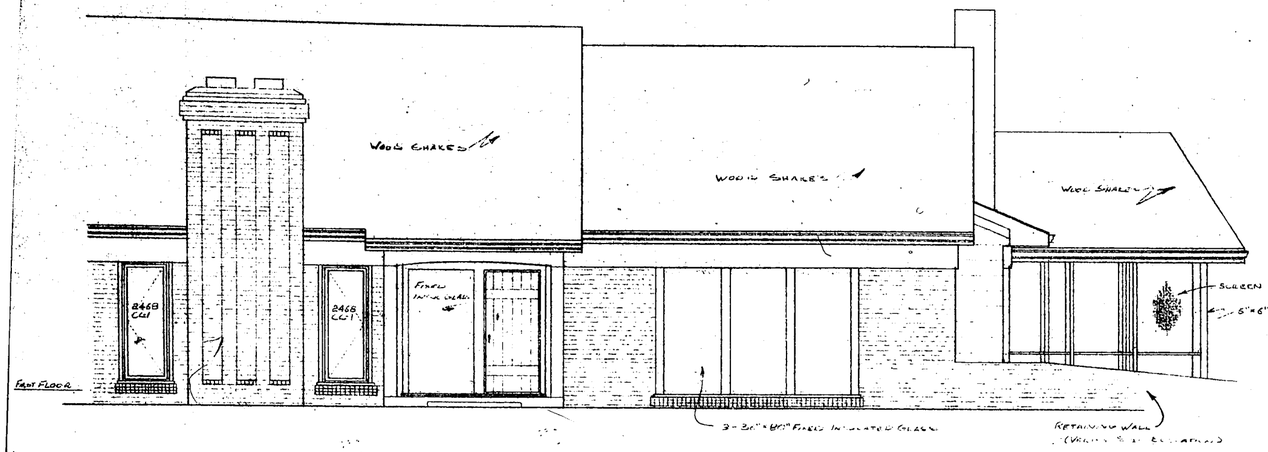
DATE	SCALE	SHEET
6-25-82	1/4"-0"	5
BY J. ALLEN	PROJECT	

1818

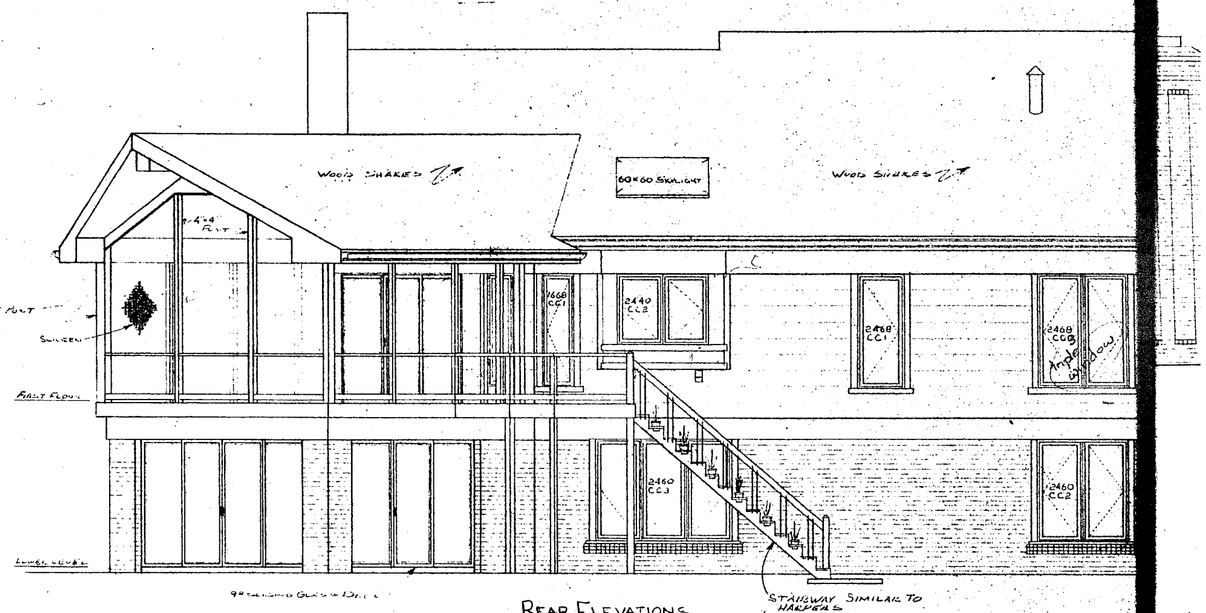
Allen County Recorder Document #: 830001188

1983 JAN 21 AM 10:43
ALLEN COUNTY RECORDER
Virginia L. Young
83-0C1188
Book 6 Page 38

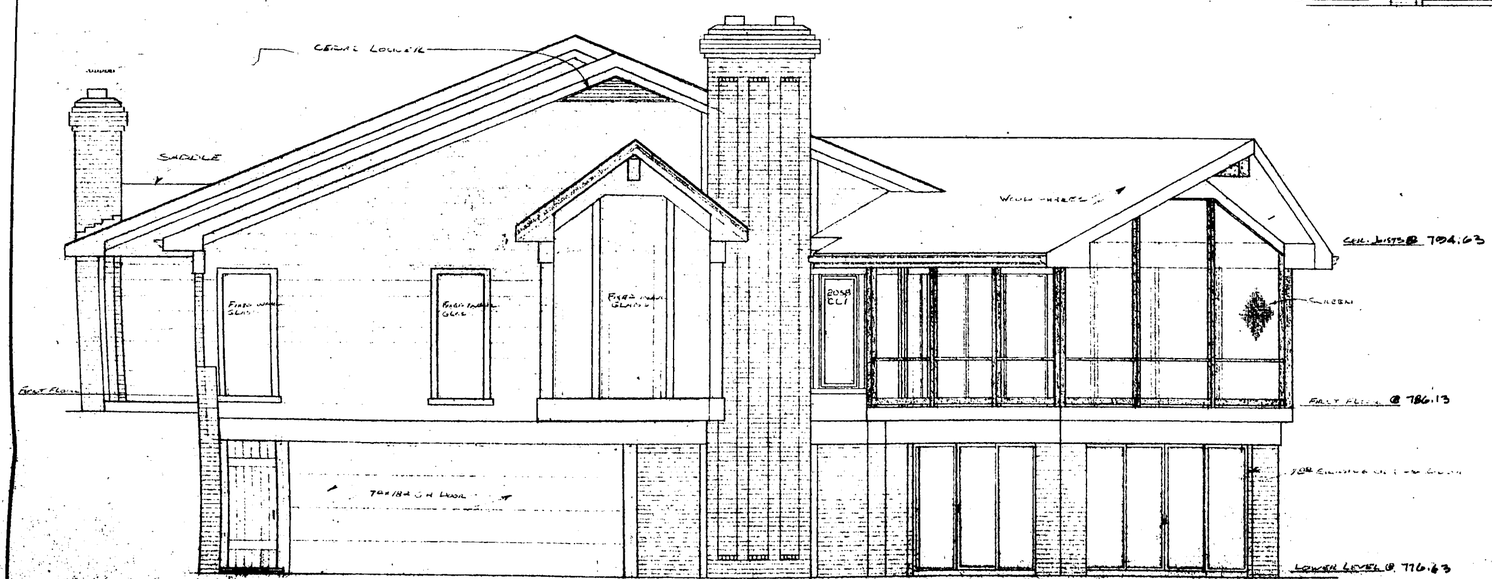
1983 JAN 21 AM 10:43
ALLEN COUNTY RECORDER
Virginia L. Young
83-0C1188
Book 6



FRONT ELEVATION



REAR ELEVATIONS



RIGHT ELEVATION

CERTIFIED BY Richard Williamson NO 1511
COVERING GENERAL CONSTRUCTION WORK

JAN 17 1983

ELEVATION DRAWING

MR. & MRS. PETER G. COLLIAS
LOV. CREEK CONDO - 2721 MALLARD LOVE LN

NO	DATE
1	1/21
2	1/26
DATE	6/25/82
BY	J. ALLEN

ARCHITECTURAL CONCEPTS, INC.
6215 W. JEFFERSON BLVD. FT. WAYNE, IN 46804
(219) 432-6602
COMMERCIAL RESIDENTIAL INTERIOR PLANNERS

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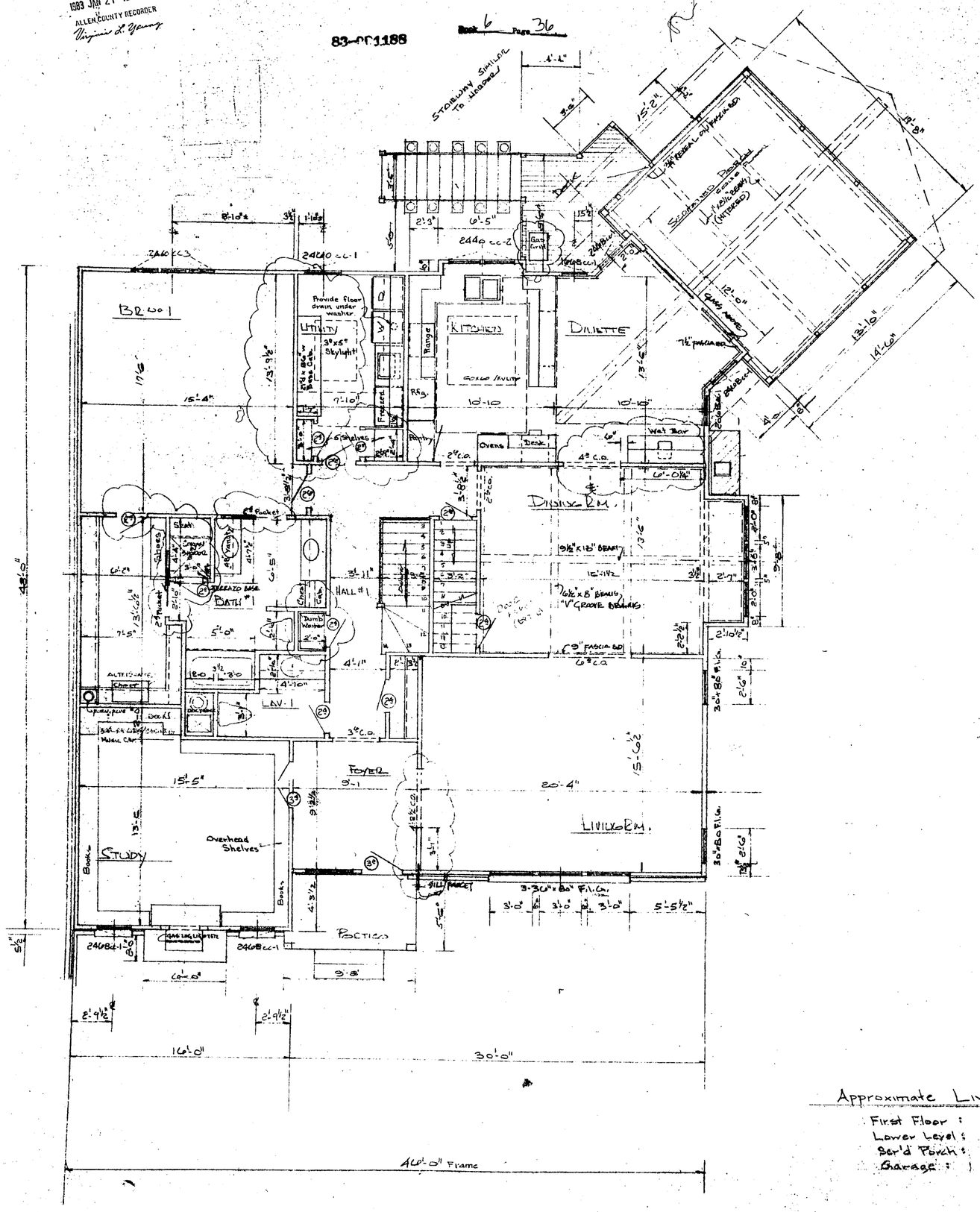
ALLEN COUNTY RECORDER
Virginia L. Young



FIRST FLOOR LEVEL @ 786.13

CERTIFIED BY Richard H. Shannon No 1511
COVERING GENERAL CONSTRUCTION WORK

JAN 17 1983

UNIT 1

Approximate Living Area:

First Floor :	2120 sq. ft.
Lower Level :	1391 sq. ft.
Ser'd Porch :	256 sq. ft.
Garage :	830 sq. ft.

RICHARD H. SHANNON No. 1511 STATE OF INDIANA ARCHITECT

FIRST FLOOR PLAN FOR
MR & MRS PETER G. COLLIAS
COV. CREEK CONDO - 2721 MALLARD COVE W.

ARCHITECTURAL CONCEPTS, INC.
6215 W. JEFFERSON BLVD. FT. WAYNE, IN 46804
(219) 432-8602
COMMERCIAL RESIDENTIAL INTERIOR PLANNERS

REVISIONS

NO.	DATE	BY	DESCRIPTION
			PLAN UPDATE

DATE 7/2/82 SCALE 1/4 SHEET 3
BY RLM PROJECT

17 of 18

Allen County Recorder Document #: 830001188

1983 JAN 21 AM 10:43
ALLEN COUNTY RECORDER
Virginia L. Young
83-001188 Book 6 Page 34

1983 JAN 21 AM 10:43
ALLEN COUNTY RECORDER
Virginia L. Young
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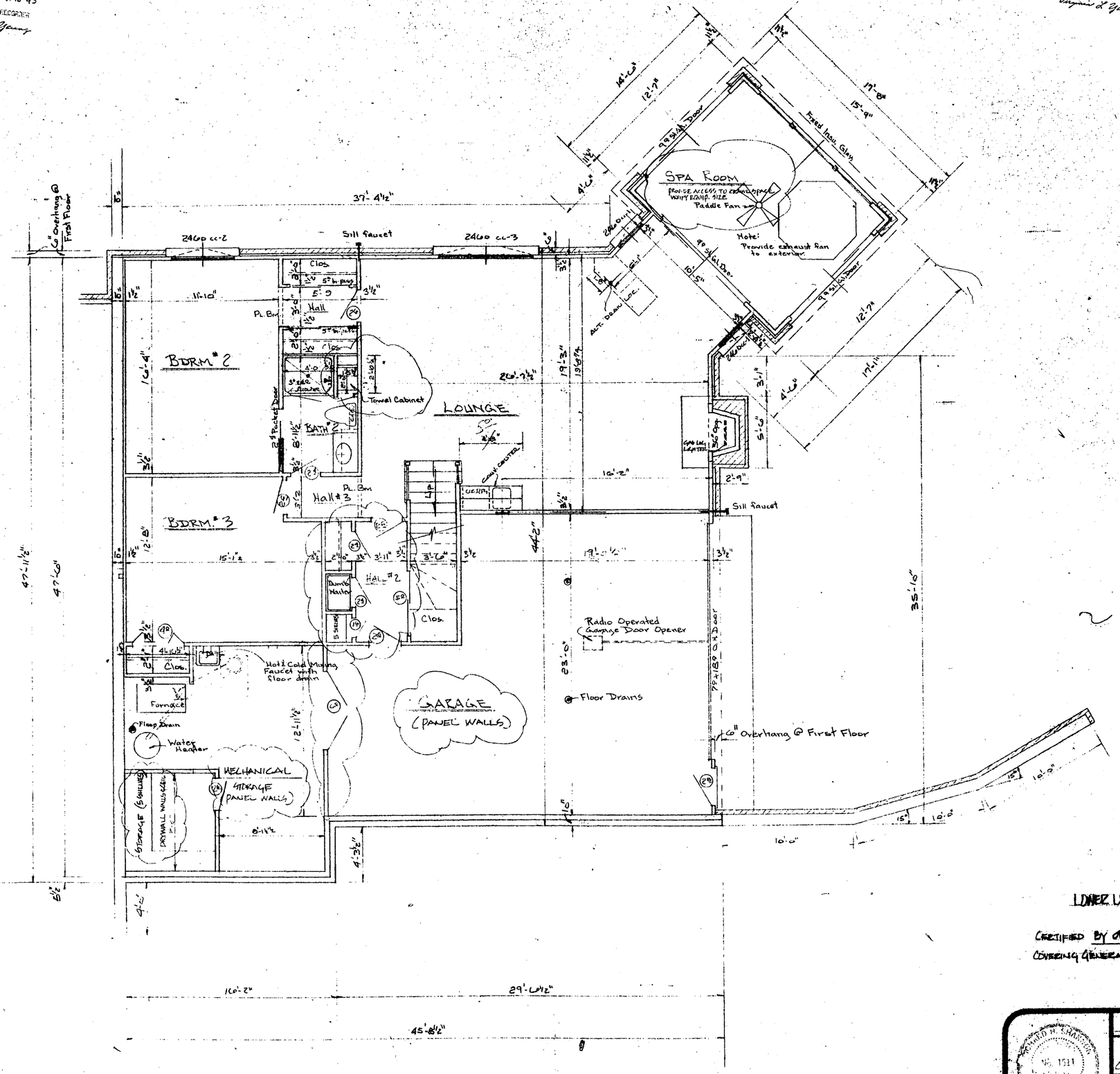


LOWER LEVEL @ 776.63

CERTIFIED BY Richard H. Shannon No. 1511
COVERING GENERAL CONSTRUCTION WORK

JAN 17 1983

UNIT 1

LOWER LEVEL PLAN

MR & MRS. PETER G. COLLIAS
COV. CREEK CONDO - 2721 MALLARD COVE LN

ARCHITECTURAL CONCEPTS, INC.
6215 W. JEFFERSON BLVD. FT. WAYNE, IN 46804
(219) 432-8602
COMMERCIAL RESIDENTIAL INTERIOR PLANNERS

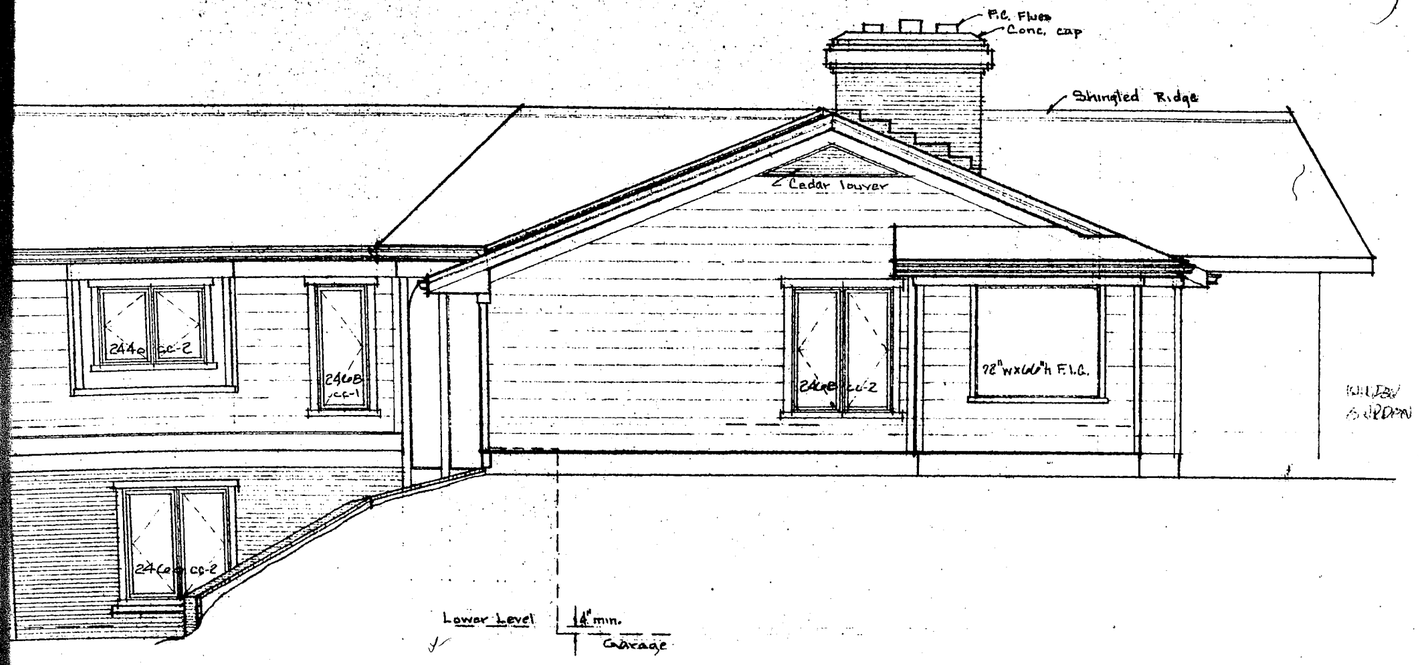
REVISIONS			
NO.	DATE	BY	DESCRIPTION
	1216	PG	PLAN UPDATE

DATE	SCALE	SHEET
6-2-82	1/4"=1'-0"	2
BY	PROJECT	

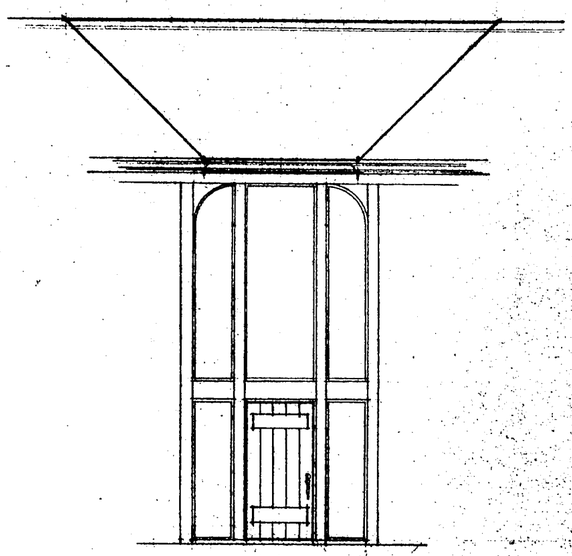
16 of 18

Allen County Recorder Document #: 830001188

1983 JAN 21 AM 10:43
ALLEN COUNTY RECORDER
Virginia L. Young
83-001189
Book 6 Page 31



SIDE ELEVATION



ENTRANCE ELEVATION



FRONT ELEVATION

SEE FL PLAN FOR WINDOW REV

CERTIFIED BY Richard H. Shannon, NO. 1511
COVERING GENERAL CONSTRUCTION WORK

JAN 17 1983

UNIT 6

FRONT, SIDE & DOOR ENTRY ELEVATIONS

MR. & MRS. M. KOMISAROW

ARCHITECTURAL CONCEPTS, INC.
6215 W. JEFFERSON BLVD. FT. WAYNE, IN 46804
(219) 432-8602
COMMERCIAL RESIDENTIAL INTERIOR PLANNERS

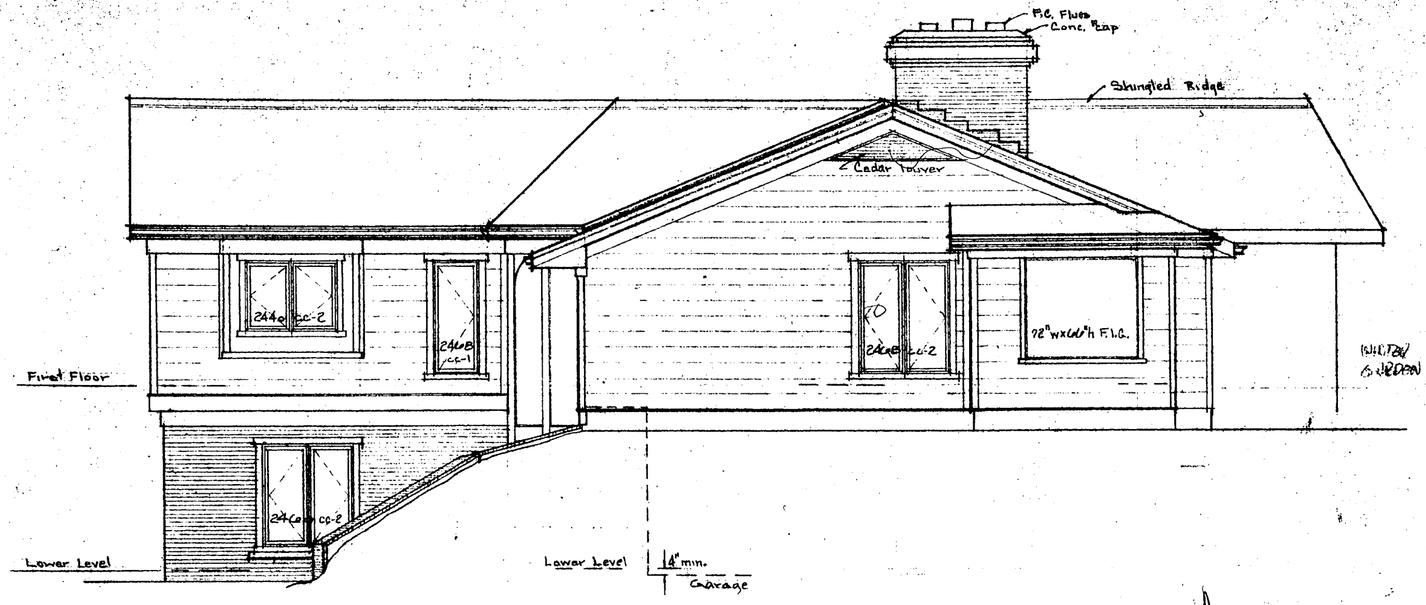
REVISIONS			
NO	DATE	BY	DESCRIPTION

DATE 1/18/83 | SCALE 1/4"=1'-0" | SHEET 2
BY LS/DW | PROJECT

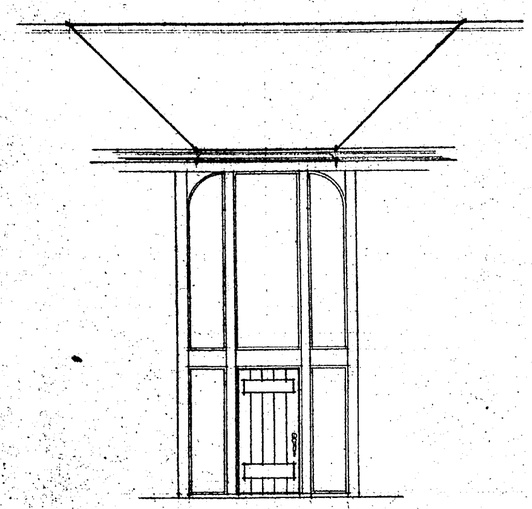
15 of 18

Allen County Recorder Document #: 830001188

ALLEN COUNTY RECORDER
Virginia L Young
83-001188
Book 6 Page 32
1983 JAN 21 AM 10:43
ALLEN COUNTY RECORDER
Virginia L Young
83-001188



SIDE ELEVATION



ENTRANCE ELEVATION



FRONT ELEVATION

SEE FL PLAN FOR WINDOW REV

CERTIFIED BY Richard H. Shannon
COVERING GENERAL CONSTRUCTION W

FRONT, SIDE, DOOR ENTR
ELEVATIONS

MR. & MRS. M. KOMIS

ARCHITECTURA
CONCEPTS, IN
6215 W. JEFFERSON BLVD. FT. WAY
(219) 432-8602
COMMERCIAL RESIDENTIAL IN
PLANNERS

Allen County Recorder Document #: 830001188

1983 JAN 21 AM 10:43
ALLEN COUNTY RECORDER
Virginia L. Young

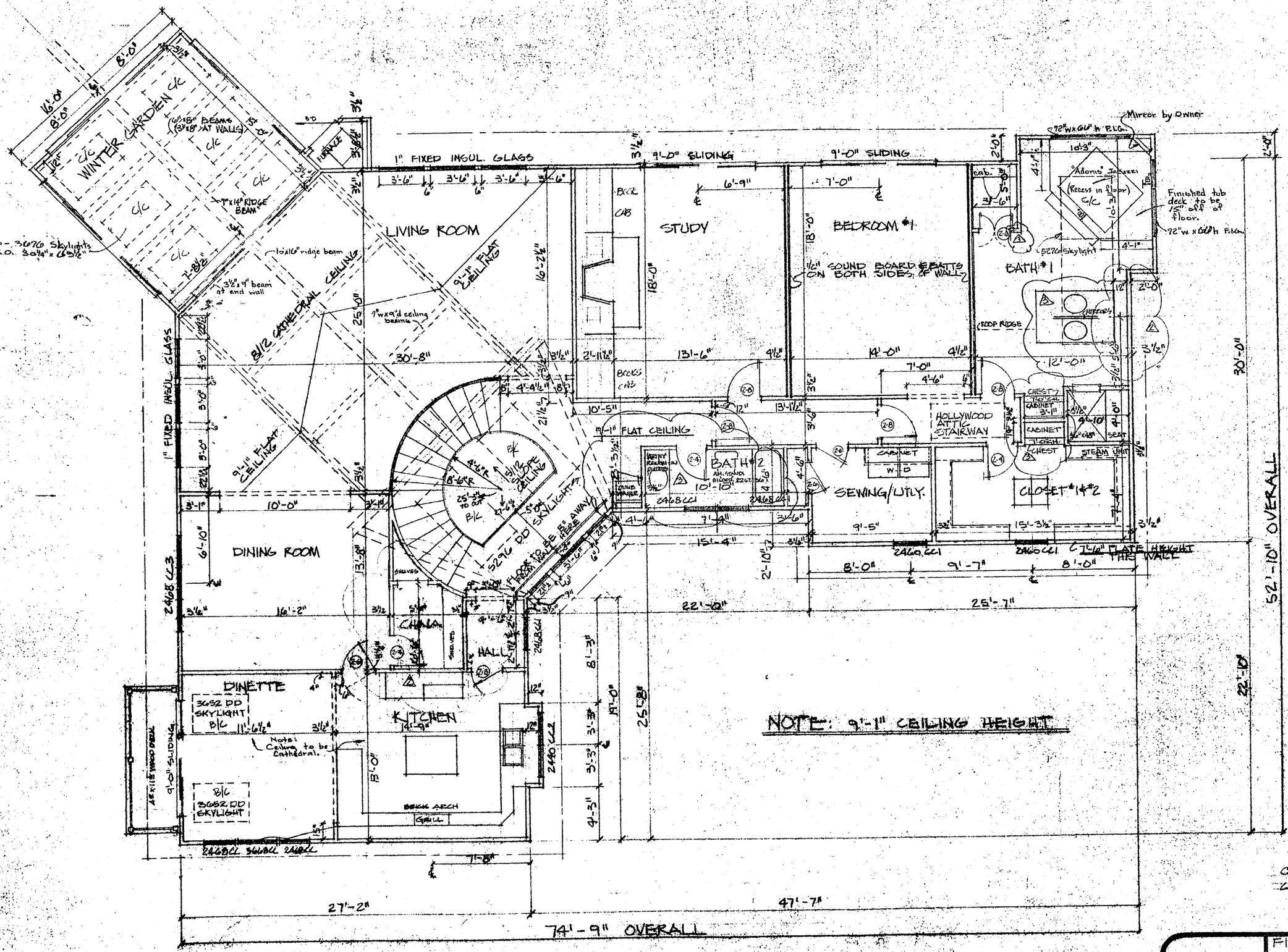
83-001188

Book 6 Page 30

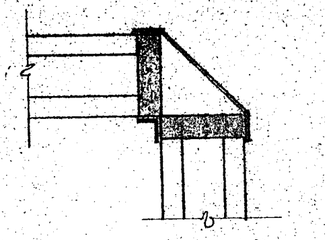
1983 JAN 21 AM 10:43
ALLEN COUNTY RECORDER
Virginia L. Young

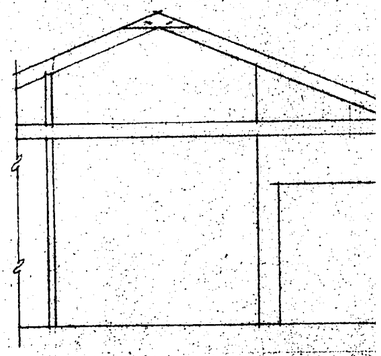
83-001188

Book



NOTE: 9'-1" CEILING HEIGHT





FIRST FLOOR LEVEL @ 808.12

CERTIFIED BY Richard Nthannon No
COVERING GENERAL CONSTRUCTION WORK

GROSS SQUARE FOOT AREA

FIRST FLOOR	2860 SF
WINTER GARDEN	220 SF
LOWER LEVEL	1988 SF
GARAGE	668 SF

FIRST FLOOR PLAN

FIRST FLOOR PLAN
A NEW RESIDENCE FOR
MR & MRS M. KOMISAROW

RICHARD H. SHANK REGISTERED ARCHITECT No. 1511

ARCHITECTURAL CONCEPTS, INC.
6216 W. JEFFERSON BLVD. FT. WAYNE, IN 46804
(219) 432-8602
COMMERCIAL RESIDENTIAL INTERIOR PLANNERS

Allen County Recorder Document #: 830001188

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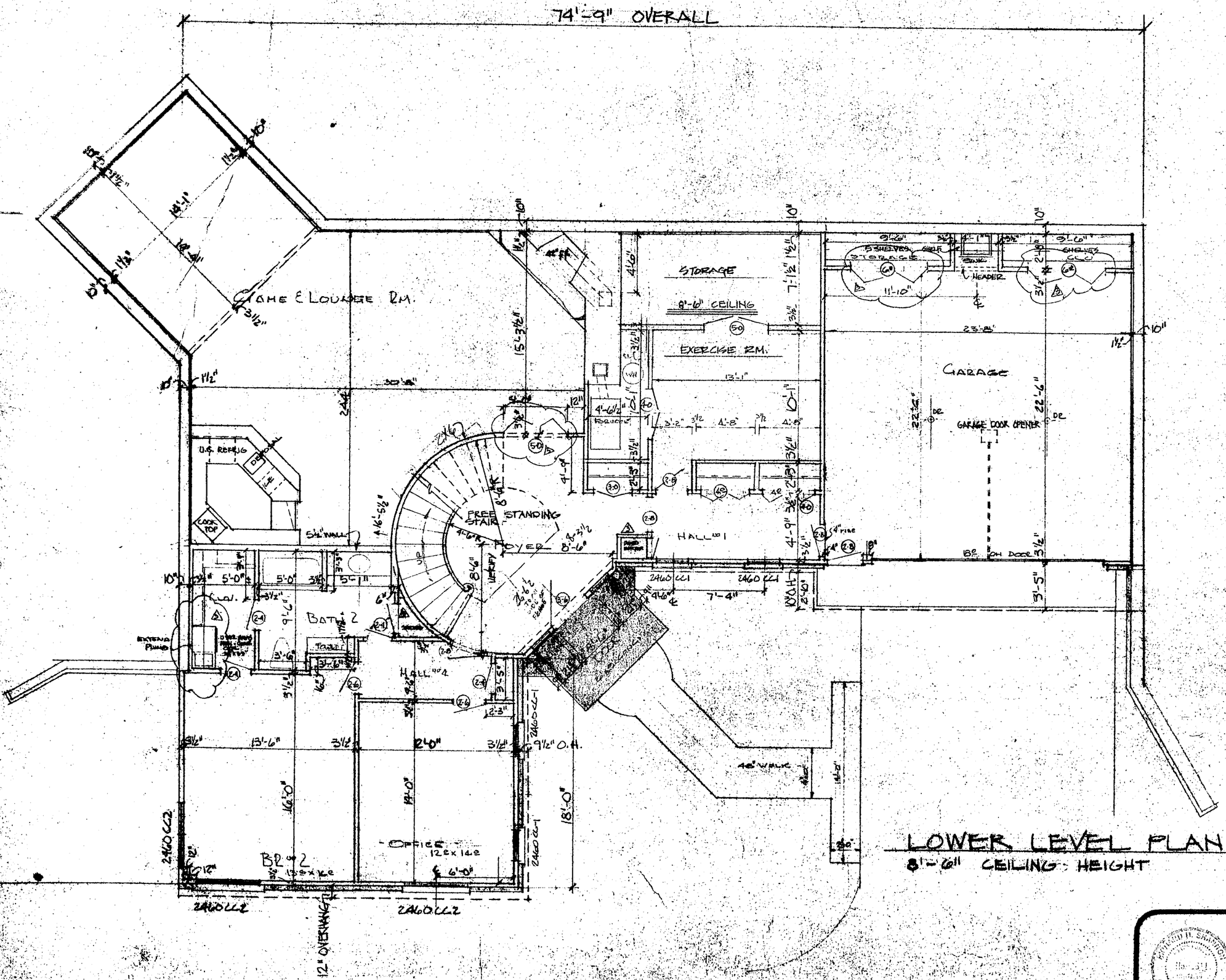
ALLEN COUNTY RECORDER
Virginia L. Young

83-001188 Book 6



LOWER LEVEL PLAN

8'-6" CEILING HEIGHT

L. LEVEL @ 798.62

CERTIFIED BY Richard H. Shannon No 1511
COVERING GENERAL CONST. WORK

JAN 17 1983

UNIT

LOWER LEVEL STUDY for
MR & MRS M. KOMISAROW
Lot No 6

ARCHITECTURAL CONCEPTS, INC.
6215 W. JEFFERSON BLVD. FT. WAYNE, IN 46804
(219) 432-8802
COMMERCIAL RESIDENTIAL INTERIOR PLANNERS

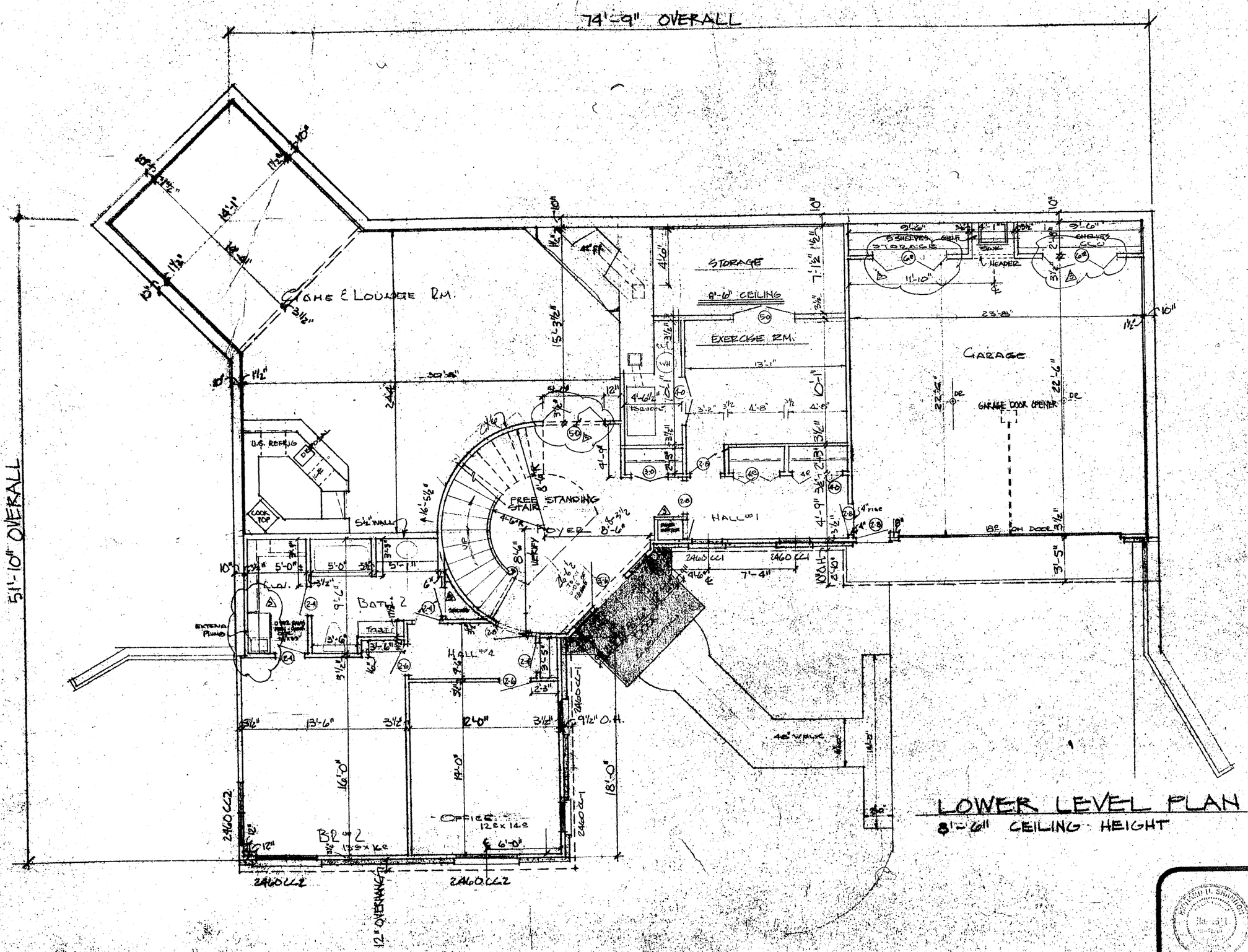
NO	DATE	BY
1	8/6	LK
2	8/11	LG
3	9/12	RL

DATE 6-18-81 SCA 1/4
BY RLM PROJ

Allen County Recorder Document #: 830001188

1983 JAN 21 AM 10:43
ALLEN COUNTY RECORDER
Virginia L. Young

1983 JAN 21 AM 10:43
ALLEN COUNTY RECORDER
Virginia L. Young



LOWER LEVEL PLAN
8'-6" CEILING HEIGHT

L LEVEL @ 798.62

CERTIFIED BY Richard H. Shannon
COVERING GENERAL CONST. WORK

LOWER LEVEL STUDY for
MR & MRS M. KOMISAROW
LOT NO 6

ARCHITECTURAL CONCEPTS, INC.
6215 W. JEFFERSON BLVD. FT. WAYNE, IN 46804
(219) 432-8802
COMMERCIAL RESIDENTIAL INTERIOR PLANNERS

Allen County Recorder Document #: 830001188

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Virginia L. Young

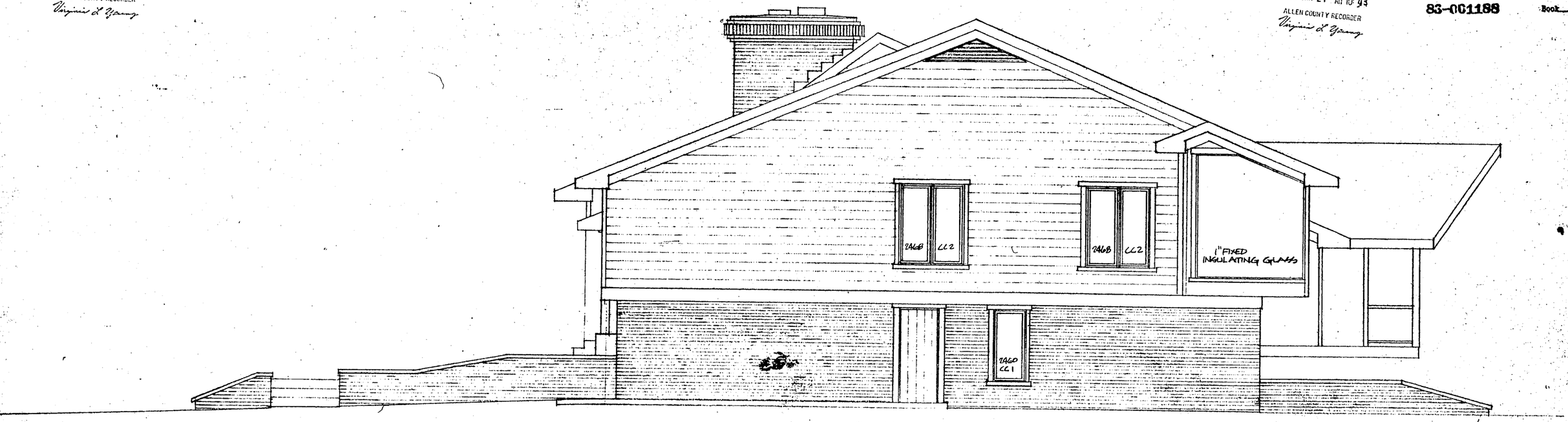
83-001188

Book 6 Page 26

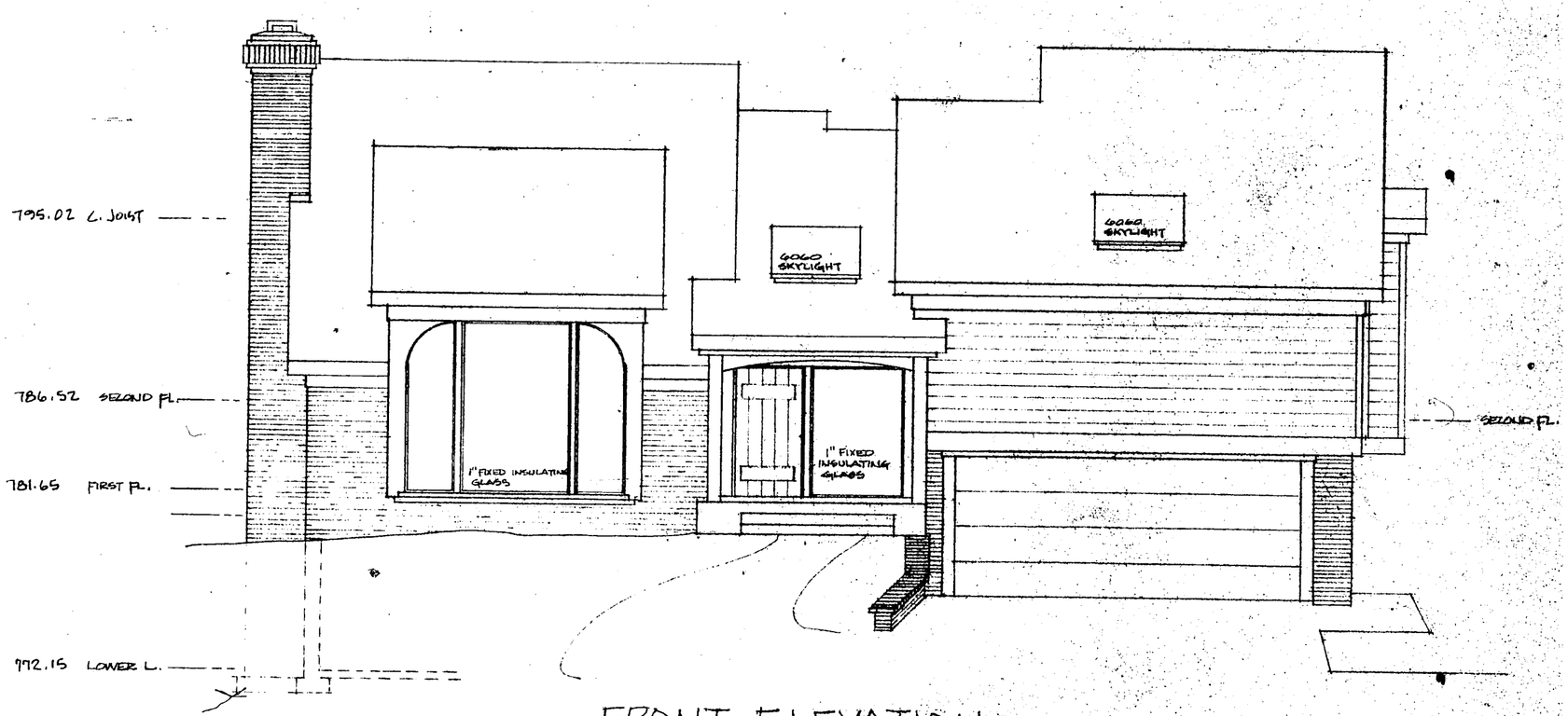
1983 JAN 21 AM 10:43
ALLEN COUNTY RECORDER
Virginia L. Young

83-001188

Book 6 Page 25



RIGHT END ELEVATION



FRONT ELEVATION

CERTIFIED BY Richard Shannon No. 1511
COVERING GENERAL CONSTRUCTION WORK

JAN 17 1983

UNIT 9

RICHARD H. SHANNON REGISTERED No. 1511 STATE OF INDIANA ARCHITECT

ELEVATIONS

MR. & MRS DON SCOTT

ARCHITECTURAL CONCEPTS, INC.
6215 W. JEFFERSON BLVD. FT. WAYNE, IN 46804
(219) 432-8802
COMMERCIAL RESIDENTIAL INTERIOR PLANNERS

REVISIONS			
NO	DATE	BY	DESCRIPTION

DATE 5-5082 SCALE 1/4"=1'-0" SHEET
BY PAG PROJECT

Allen County Recorder Document #: 830001188

83-001188 Book 6 Page 24
1983 JAN 21 AM 10:43
ALLEN COUNTY RECORDER
Virginia L. Young

NOTE: AS AN ADD ALTERNATE INSTALL A CENTRAL VACUUM SYSTEM WITH VACUUM TANK IN GARAGE OR MECHANICAL ROOM

MATCH LINES

CONC. RET. WALL W/BRK VERIFY LENGTH & LOC.

RECREATION AREA
L01
30'-6"
32'-7"
4'-0"
4'-0"
4'-0"
1'-2"
9'-0"
5'-0"
12'-10"
6"
13'-2"
CONCRETE CENTER
L02

B.R. #3
L04
15'-0"
SLIDING DOOR
2'-1"
L06
BATH #3
4'-4"
L07
HALL #3
L08
STORAGE #1
L09
14"
8"
STORAGE
L10
BLOCK WALL
FURNACE
MECHANICAL
L11
CHIMNEY
FURNACE
SHELVES + ROD
W.H.
CLOSET
UP 8
CLOSED RISER
MATCH LINE
L09
L03
DOWN 8R
102
LOWER HALL
21'-0" x 9'-0"
9'-6"
UP 8 R
2460 CC2
7'-6"
3½"
8'-0" O.H.
GUEST BEDROOM #2
15'-0" x 14'-0"
105
141.0'
SHOWER DOOR
15" MIN.
H.W.H.
HEATER
3'-9" 3½"
2"
13½"
15'-0"
3"
6'-3"
8'-6"
3½"
104
4'-7½"
4'-7"
2'-1"
108
BATH #2
9'-0" x 7'-0"
9'-0"
5'-0"
3'-0"
14'-8"
UTILITY SINK
10"
3½"
49'-2"
FLOOR DRAIN
O.H. DOOR OPENER
101
GARAGE
22'-4"
9 - 4'x8' PEG BOARD SHEETS
22'-4"
18'x7'-2" H. DOOR
4" CONC. WALK
4" CONC. APRON
CONC. RET. W/BRK. VERIFY LENGTH & LOC.
MATCH LINES

LOWER LEVEL PLAN @772.15

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1983 JAN 21 AM 10:43
ALLEN COUNTY RECORDER
Virginia L. Young

15'-0"
17'-0"
214
SCREEN PORCH
15'-0" x 17'-0"
CONCRETE FLOOR
CATHEDRAL CEILING
13'-9½"
MULLIONLESS CORNER WINDOW
1" F.I.G.
3½"
4'-3"
6'-9"
3½"
3½"
3652 SKYLIGHT
2460 CC2
11'-0"
6'-0" S.G.D.
209
DINETTE
11'-0" x 15'-0"
9'-1" CEILING HEIGHT
9'-0" SLIDING DOOR
13'-6"
3½"
3½"
DESK
BOOKS
208
DINING ROOM
13'-6" x 17'-0"
9'-1" CEILING HEIGHT
10'-0"
17'-0"
3'-6"
7'-0"
CONC. SLAB FOR AC UNITS
2460 CC1
SEWING
7'-2½"
3½"
3'-0" C.O.
IRON-A-WAY
LAUNDRY
7'-2½" x 10'-0"
213
22"-22"-12"
3'-0"
10'-0"
KITCHEN
11'-0"
210
3'-2"
GOOD SKYLIGHT IN FRAMED WELL
MIXED ACRYL
2'-6"
5½"
2'-6"
2'-10"
4'-3"
DOWN 8R
UP 8 R
211A
GOOD SKYLIGHT
211D
DOWN 8R
7'-2½"
CONV. CNTR
207
LAV.
206
4'-0" C.H.
204
STUDIO CEIL.
9'-1"
3½"
2'-1"
3½"
2'-3"
3½"
10'-6"
SEE DETAIL FOR HOOPE WALL AREA
59
203
CAST TRIM & CONSOLE
MRS. CLOSET
305
9'-8" x 6'-0"
SHELVES
CABINET
CHEST
6'-7"
3½"
BATH #1
23'-0" x 8'-10"
STUDIO CEILING
307
6'-5"
4'-0"
3½"
FOYER
202
GOGO SKYLIGHT
10'-0"
STUDIO CEILING
59
PORTICO
201
5'-6"
11'-0"
LIVING ROOM
206
CATHEDRAL CEILING
21'-0" x 25'-0"
LIFT CEILING
21'-0"
3½"
3½"
3'-7"
6"
2460 CC1
3½"
5½"
6'-8½"
12'-6"
2'-6"
3"
6'-0"
3"
5"
2'-6"
4'-3"
HOSE BIBB
DECK
13'-0" x 6'
302
6'-0"
2'-6"
15½"
B
EXTEND FL. JOIST
SECOND
25'-0"
55'-2"
11'-0"

FIRST FLOOR

MAIN FLOOR PLAN @781.65

CERTIFIED BY Richard
LOWERING GENERAL CO

GROSS FLOOR AREA

LOWER LEVEL	=	1296 SF
MECHANICAL/STORAGE	=	207 SF
GARAGE	=	497 SF
GUEST BEDROOM LEVEL	=	674 SF
SCREEN PORCH	=	255 SF
FIRST FLOOR	=	1689 SF
SECOND FLOOR	=	1097 SF

RICHARD H. STANTON
No. 1511
STATE OF INDIANA

LOWER LEVEL PLAN
MAIN FLOOR PLAN
2306 MAITLAND COVE LANE
MR. & MRS. SCOTT

ARCHITECTURAL CONCEPTS, INC.
6215 W. JEFFERSON BLVD. FT. WAYNE
(219) 432-8602
COMMERCIAL RESIDENTIAL INDUSTRIAL
PLANNERS

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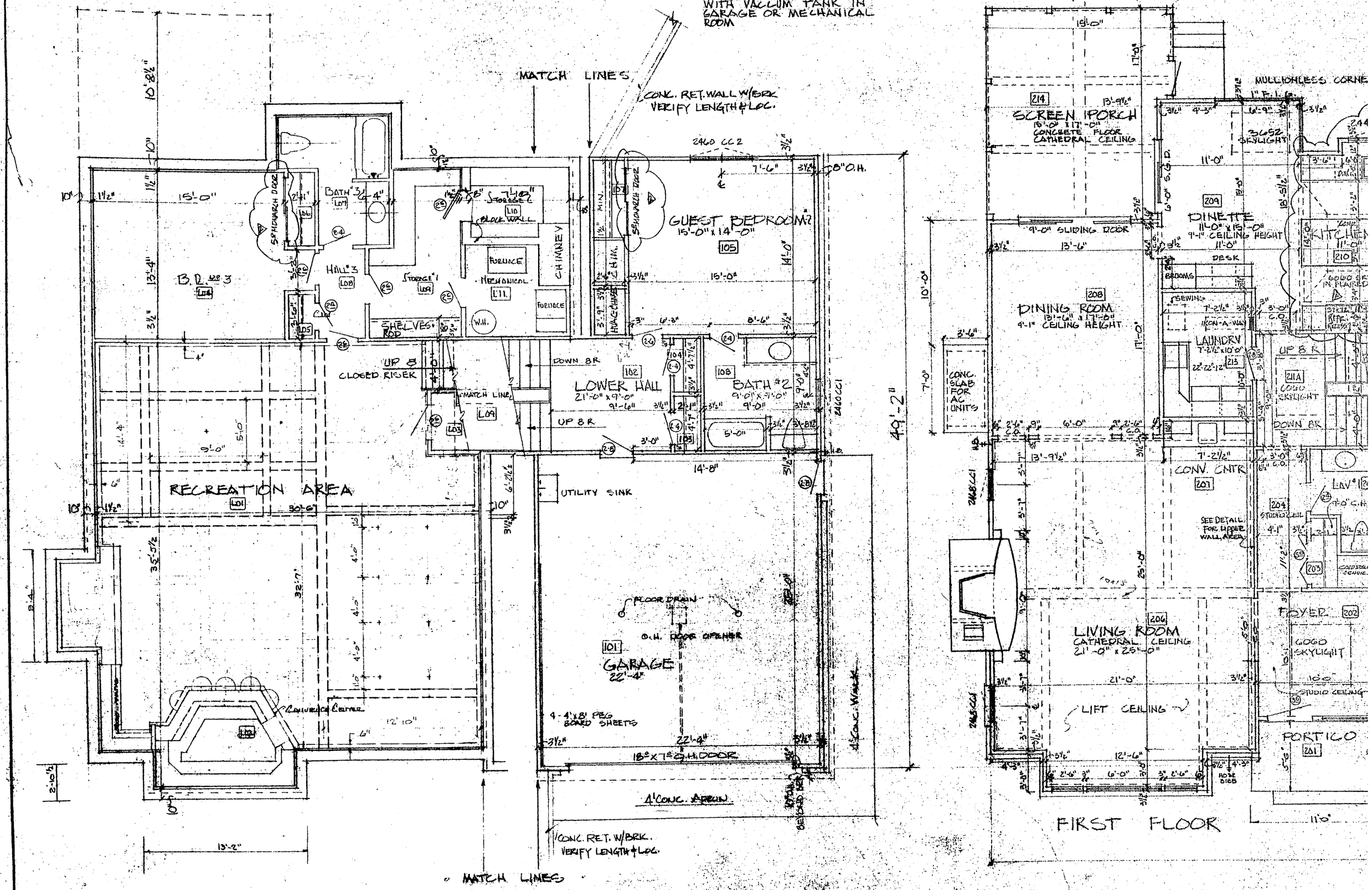
1983 JAN 21 AM 10:44
ALLEN COUNTY RECORDER
Virginia L. Young

NOTE: AS AN ADD ALTERNATE INSTALL A CENTRAL VACCUM SYSTEM WITH VACCUM TANK IN GARAGE OR MECHANICAL ROOM



LOWER LEVEL PLAN @ 772.15

MAIN FLOOR PLAN

GROSS FLOOR AREA

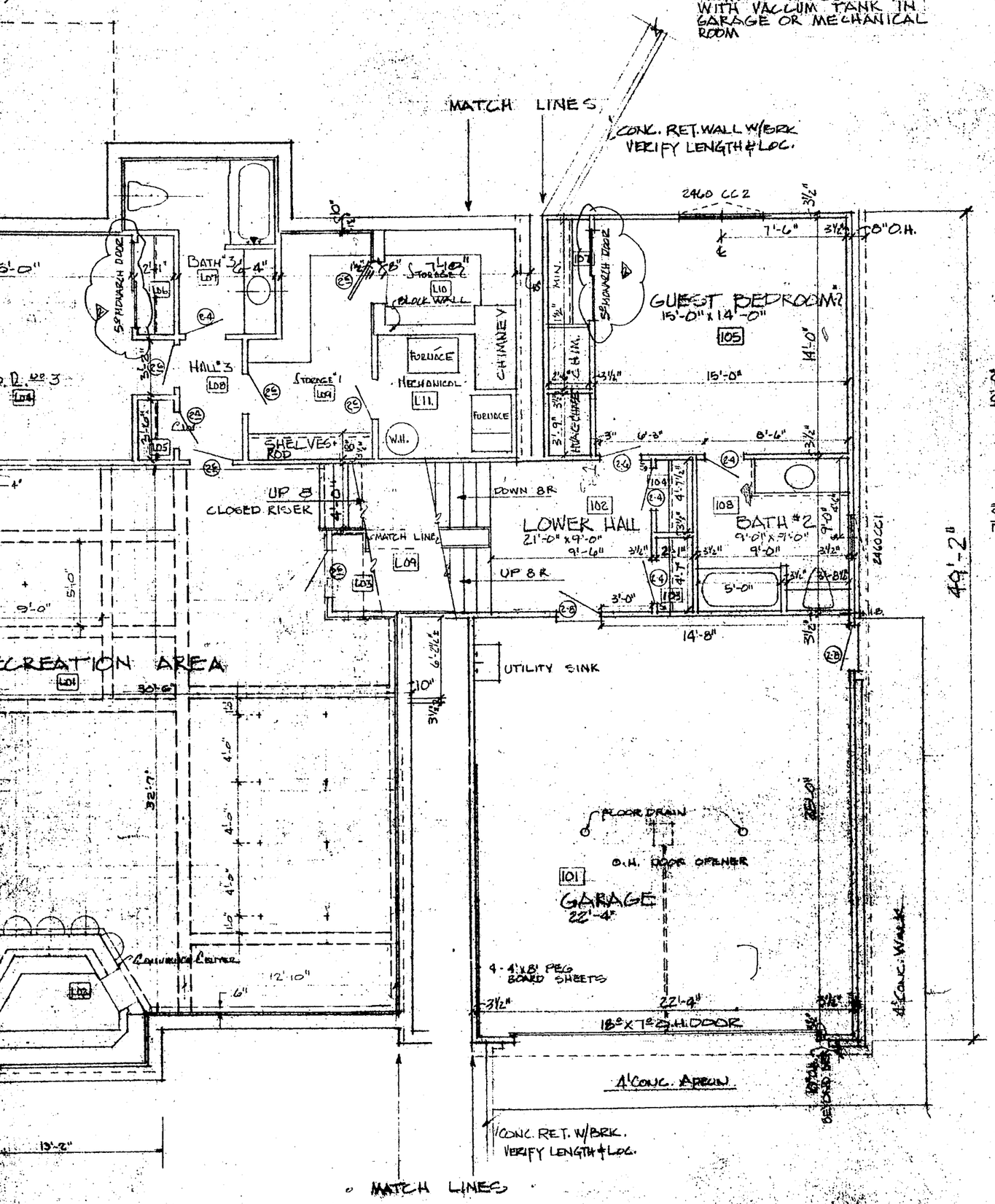
LOWER LEVEL	= 1296 SF
MECHANICAL/STORAGE	= 207 SF
GARAGE	= 587 SF
GUEST BEDROOM LEVEL	= 674 SF
SCREEN PORCH	= 255 SF
FIRST FLOOR	= 1680 SF
SECOND FLOOR	= 1097 SF

RICHARD H. SHANNON
REGISTERED
No. 1911
STATE OF
ARCHITECT

Allen County Recorder Document #: 830001188

1983 JAN 21 AM 10:44
ALLEN COUNTY RECORDER
Virginia L. Young

NOTE: AS AN ADD ALTERNATE INSTALL A CENTRAL VACCUM SYSTEM WITH VACCUM TANK IN GARAGE OR MECHANICAL ROOM



LOWER LEVEL PLAN @772.15

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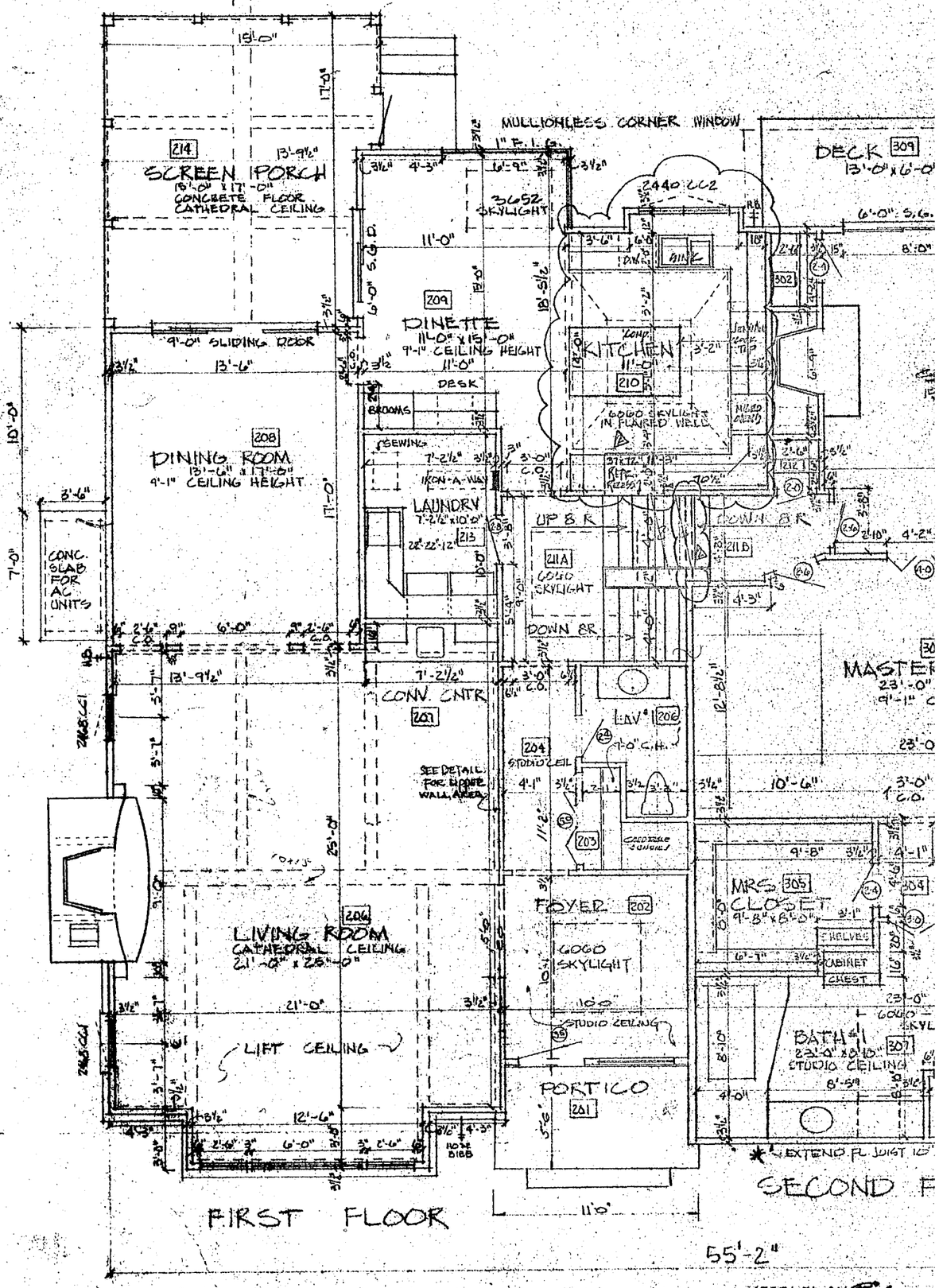
ALLEN COUNTY RECORDER
Virginia L. Young



CERTIFIED BY Richard
COVERING GENERAL CONST

MAIN FLOOR PLAN @781.65

GROSS FLOOR AREA

LOWER LEVEL	=	1296 SF
MECHANICAL/STORAGE	=	207 SF
GARAGE	=	537 SF
GUEST BEDROOM LEVEL	=	674 SF
SCREEN PORCH	=	255 SF
FIRST FLOOR	=	1680 SF
SECOND FLOOR	=	1097 SF

RICHARD H. SHANNON
No. 1911

LOWER LEVEL PLAN
MAIN FLOOR PLAN
2806 MALLARD COVE LANE
MR & MRS SCOT

ARCHITECTURAL CONCEPTS, INC.
6215 W. JEFFERSON BLVD. FT. WAYNE
(219) 432-8602
COMMERCIAL RESIDENTIAL INTE
PLANNERS

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1983 JAN 21 AM 10:44
ALLEN COUNTY RECORDER
Virginia L. Young

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NOTE: AS AN ADD ALTERNATE INSTALL A CENTRAL VACUUM SYSTEM WITH VACUUM TANK IN GARAGE OR MECHANICAL ROOM

MATCH LINES

CONC. RET. WALL W/BRK VERIFY LENGTH & LOC.

RECREATION AREA
L01
30'-0"
15'-0"
10'-8½"
13'-4"
9'-0"
14'-4"
5'-0"
32'-7"
35'-5½"
8'-4"
2'-10½"
13'-2"
4'-0"
4'-0"
4'-0"
4'-0"
12' 10"
6"
Concrete Center
L02

B.R. #3
L04
15'-0"
13'-4"
3½"
10"
1½"
10"
SHOWER DOOR
BATH #3
L07
4'-4"
HALL #3
L08
STORAGE #1
L09
SHELVES + ROD
L05
W.H.
FURNACE
MECHANICAL
L11
FURNACE
CHIMNEY
STORAGE
L10
8" CB
BLOCK WALL
UP 8
CLOSED RISER
4'-0"
MATCH LINE
L03
L09
LOWER HALL
21'-0" x 9'-0"
9'-6"
DOWN 8R
102
UP 8 R
UTILITY SINK
6'-2½"
10"
3½"
14'-8"
GUEST BEDROOM #2
15'-0" x 14'-0"
105
2460 CC2
7'-6"
3½"
8" O.H.
SHOWER DOOR
12" MIN.
3'-0" H.M. CLOSET
15'-0"
14'-0"
6'-3"
6'-8"
8'-6"
3½"
BATH #2
9'-0" x 9'-0"
9'-0"
108
104
5'-0"
3'-0"
2460 CC1
49'-2"
FLOOR DRAIN
O.H. DOOR OPENER
101
GARAGE
22'-4"
4 - 4'x8' PEG BOARD SHEETS
22'-4"
3½"
18"x18" SKYLIGHT DOOR
4' CONC. WALK
4' CONC. APRON
CONC. RET. W/BRK. VERIFY LENGTH & LOC.
ROLL UP DOOR
16'-0"
SCREEN PORCH
15'-0" x 17'-0"
CONCRETE FLOOR
CATHEDRAL CEILING
214
13'-9½"
17'-0"
MULLIONLESS
1" F.G.
3652 SKYLIGHT
11'-0"
9'-0" S.G.D.
9'-0" SLIDING DOOR
13'-6"
DINETTE
11'-0" x 15'-0"
9'-1" CEILING HEIGHT
209
DESK
BROOMS
SEWING
7'-2½"
IRON-A-WAY
LAUNDRY
7'-2½" x 10'-0"
213
22"-22"-12"
211A
CLOSED SKYLIGHT
DOWN 8R
7'-2½"
CONV. CNTR
207
204
SEE DETAIL FOR UPPER WALL ANGLE
203
DINING ROOM
13'-6" x 17'-0"
9'-1" CEILING HEIGHT
208
10'-0"
7'-0"
17'-0"
3'-6"
CONC. SLAB FOR AC UNITS
LIVING ROOM
CATHEDRAL CEILING
21'-0" x 25'-0"
206
21'-0"
LIFT CEILING
12'-6"
4'-3"
2'-6"
3"
6'-0"
2'-6"
2'-6"
10" DIA
FOYER
205
PORT
261
FIRST FLOOR

MATCH LINES

LOWER LEVEL PLAN @ 772.15

MAIN FLOOR PL

GROSS FLOOR AREA

LOWER LEVEL	=	1296 SF
MECHANICAL/STORAGE	=	207 SF
GARAGE	=	537 SF
GUEST BEDROOM LEVEL	=	674 SF
SCREEN PORCH	=	255 SF
FIRST FLOOR	=	1680 SF
SECOND FLOOR	=	1097 SF

RICHARD H. S... No. 1511

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Virginia L. Young

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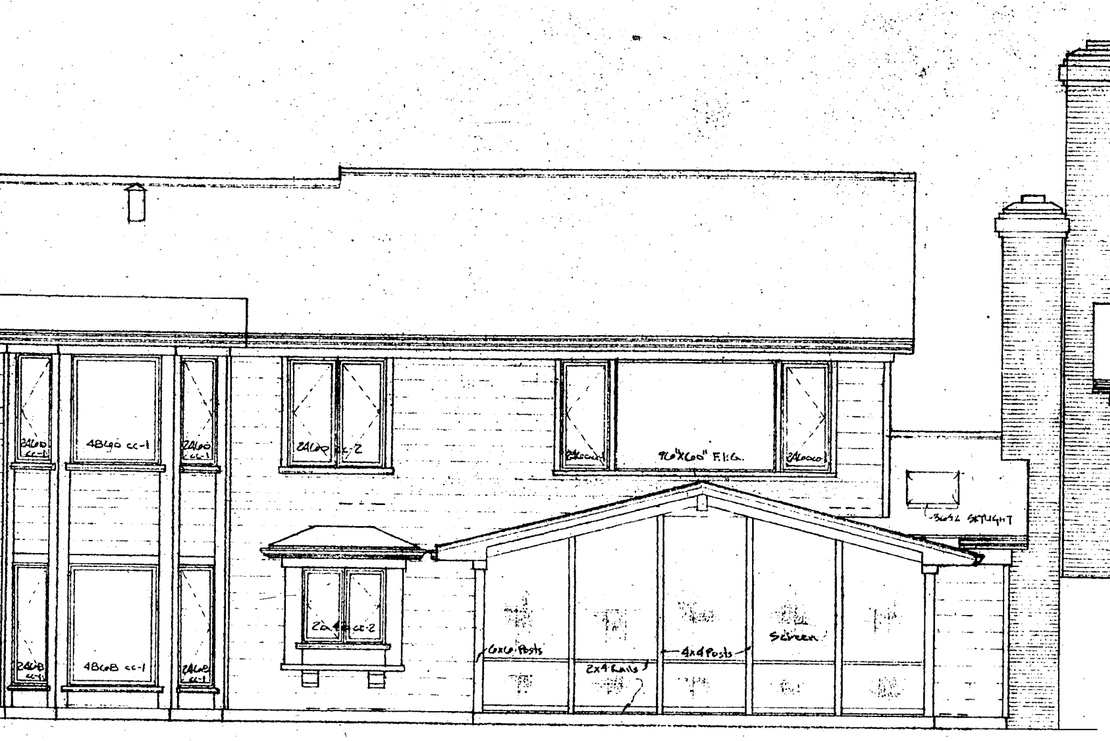
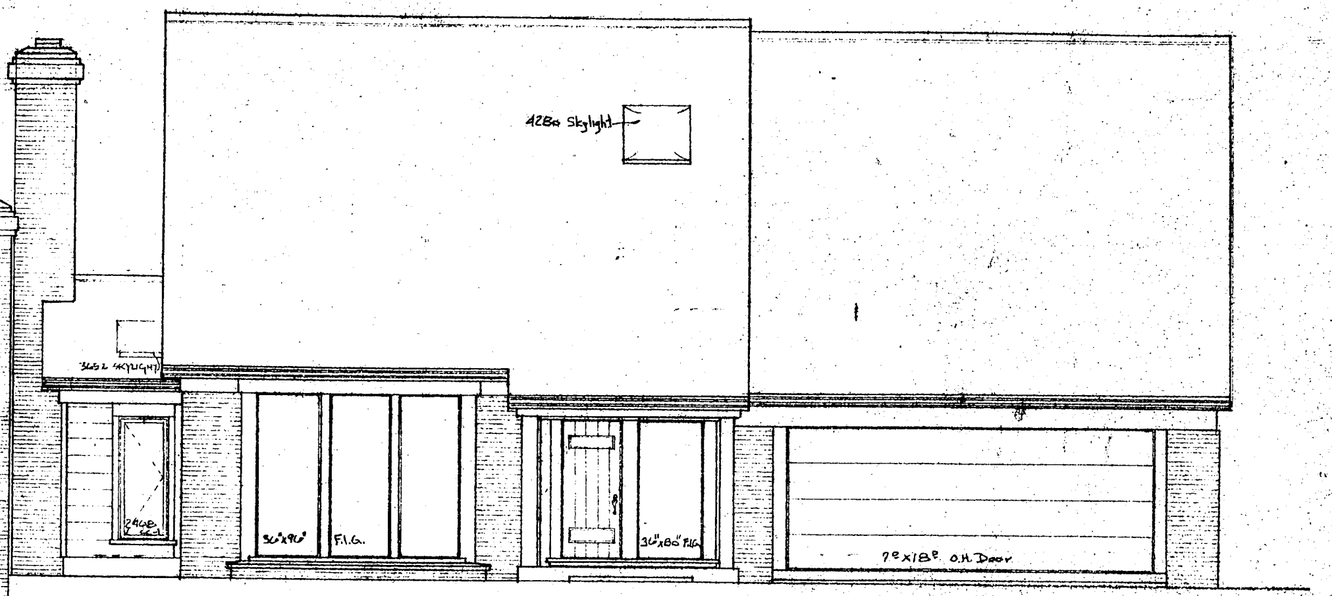
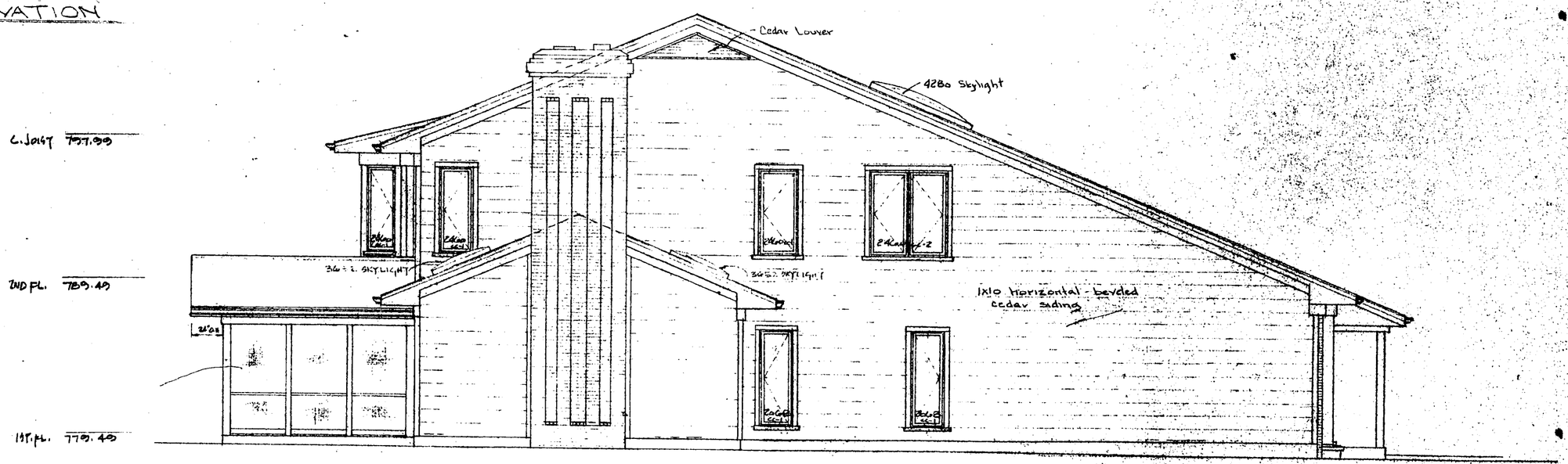


REAR ELEVATION



FRONT ELEVATION



LEFT ELEVATION

CERTIFIED BY Richard H. Shannon No 1511
COVERING GENERAL CONSTRUCTION WORK JAN 17 1983

UNIT 18

RICHARD H. SHANNON REGISTERED No. 1511 STATE OF INDIANA ARCHITECT

ELEVATION STUDIES
of a new condominium for:
MR. & MRS. JAMES O'CONNOR

ARCHITECTURAL CONCEPTS, INC.
6215 W. JEFFERSON BLVD. FT. WAYNE, IN 46804
(219) 432-8602
COMMERCIAL RESIDENTIAL INTERIOR PLANNERS

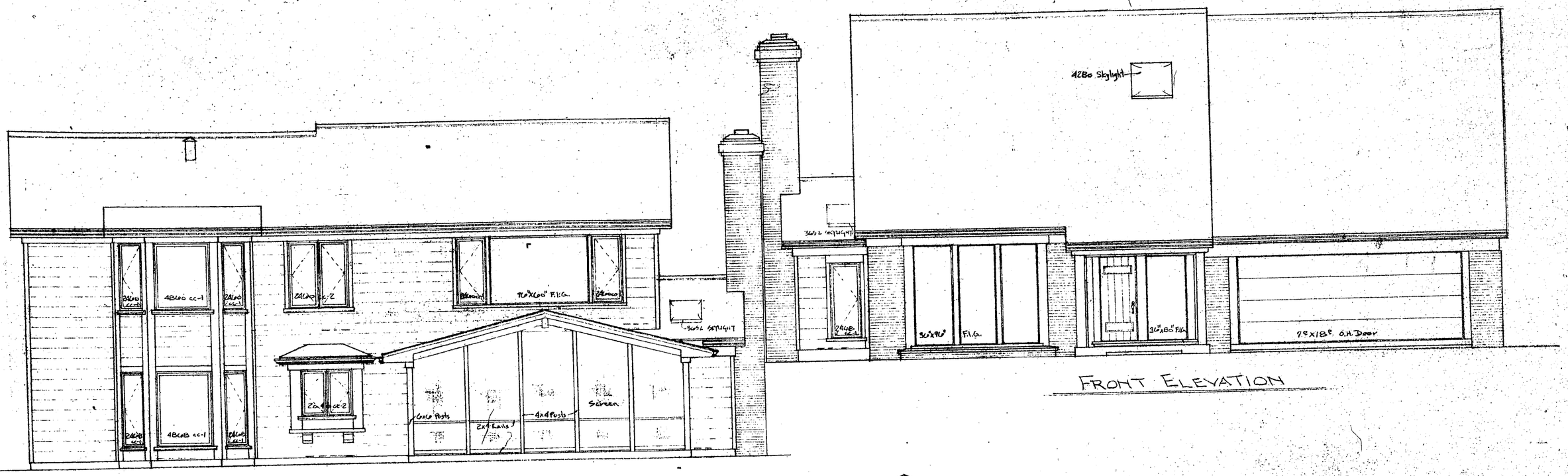
REVISIONS			
NO	DATE	BY	DESCRIPTION
			As Found Above

DATE 7/1/82 SCALE 1/4"=1'-0" SHEET 3
BY DKW PROJECT

1983 JAN 21 AM 10:43
ALLEN COUNTY RECORDER
Virginia L. Young

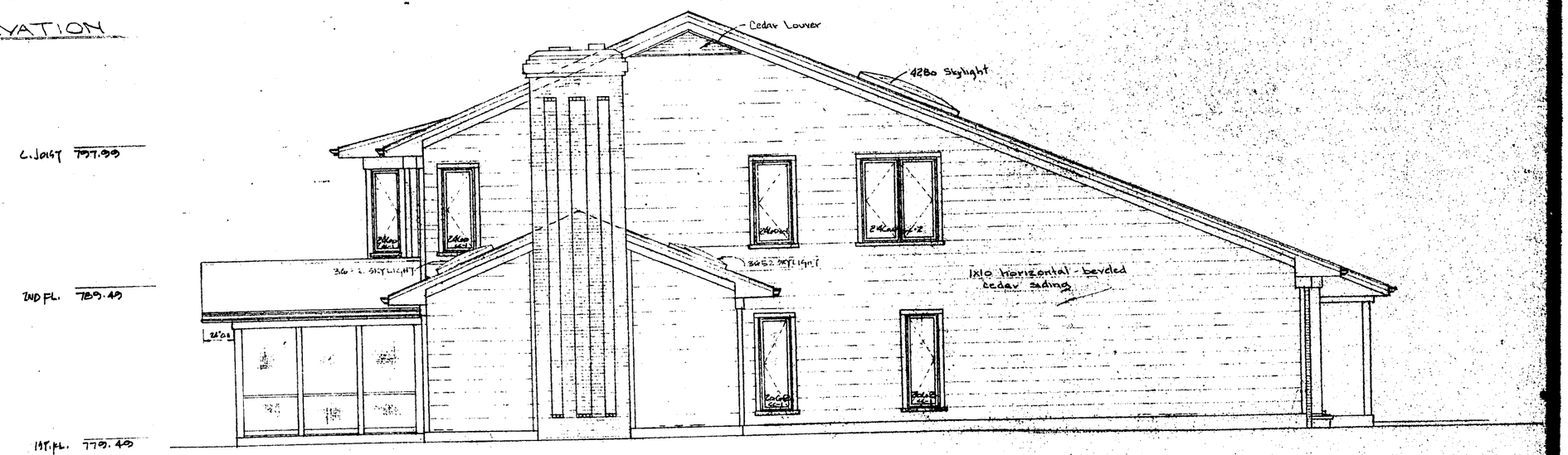
1983 JAN 21 AM 10:43
ALLEN COUNTY RECORDER
Virginia L. Young

83-001188 Book 6 Page



FRONT ELEVATION

REAR ELEVATION



LEFT ELEVATION

CERTIFIED BY Richard H Shannon NR 1511
COVERING GENERAL CONSTRUCTION WORK JAN

UNIT 1

RICHARD H. SHANNON
REGISTERED
No. 1511
STATE OF INDIANA
ARCHITECT

ELEVATION STUDIES
of a new condominium for:
MR. & MRS. JAMES O'CONNOR

ARCHITECTURAL CONCEPTS, INC.
6215 W. JEFFERSON BLVD. FT. WAYNE, IN 46804
(219) 432-8602
COMMERCIAL RESIDENTIAL INTERIOR
PLANNERS

REVISIONS

NO	DATE	BY	DESC

DATE 9/1/82 SCALE
BY PROJECT

Allen County Recorder Document #: 830001188

83-001188

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1983 JAN 21 AM 10:43

ALLEN COUNTY RECORDER

Virginia L. Young

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Book 6 Page 18

1983 JAN 21 AM 10:43

ALLEN COUNTY RECORDER

Virginia L. Young

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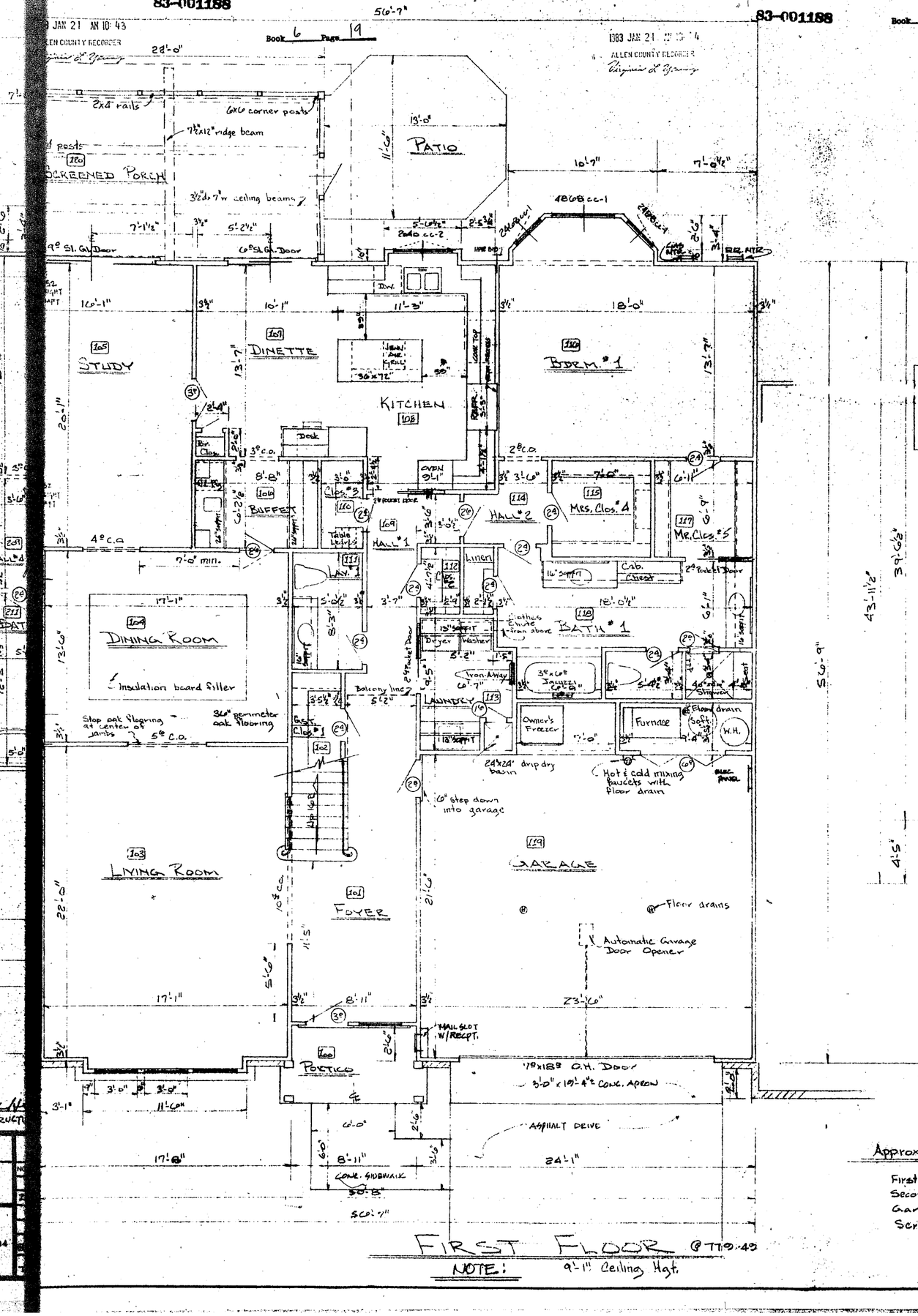

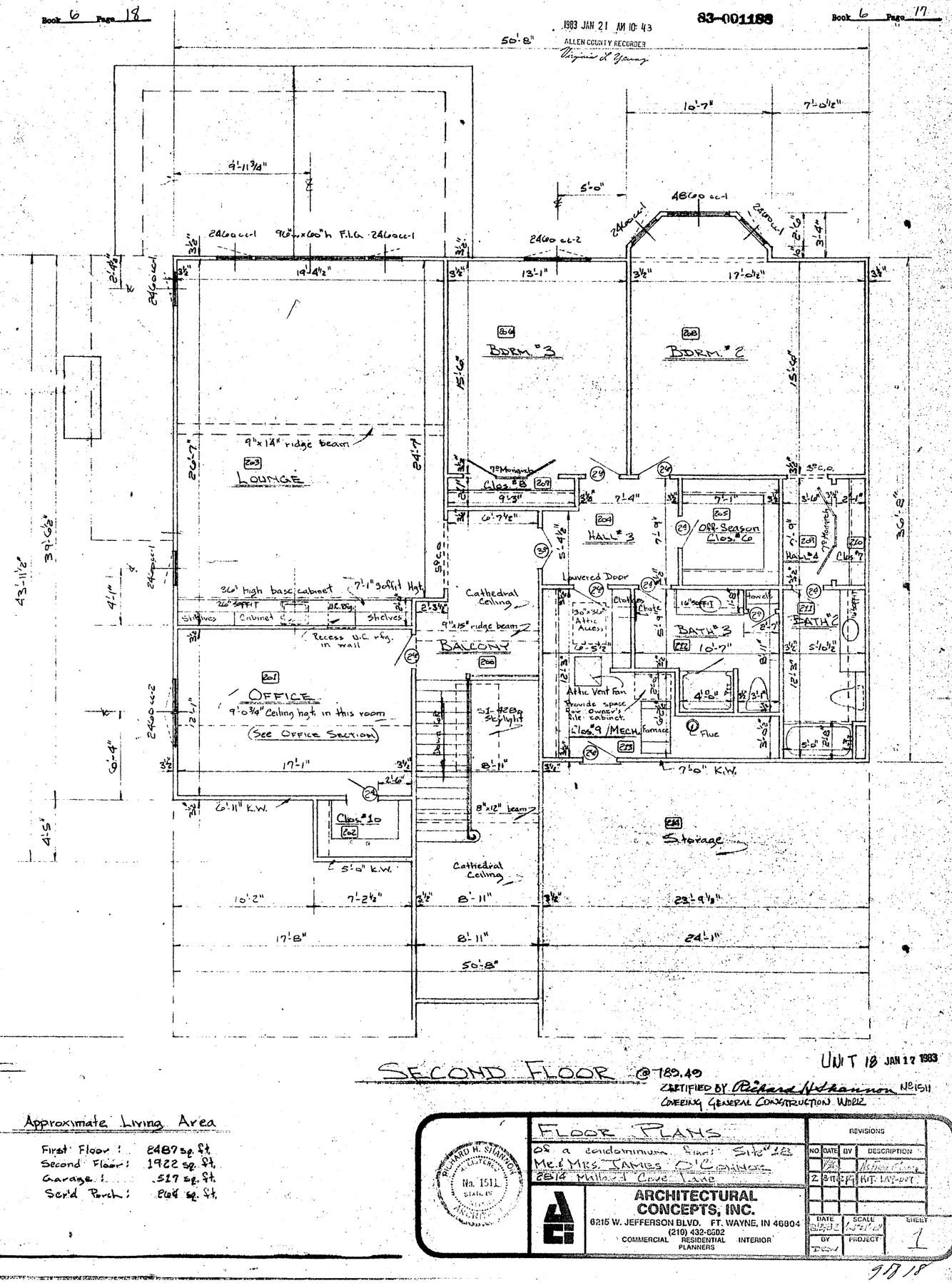

UNIT 18 JAN 17 1983

CERTIFIED BY Richard H. Shannon No. 1511
COVERING GENERAL CONSTRUCTION WORK

Approximate Living Area

First Floor:	2487 sq. ft.
Second Floor:	1922 sq. ft.
Garage:	517 sq. ft.
Scr'd Porch:	616 sq. ft.

RICHARD H. SHANNON REGISTERED No. 1511 STATE OF INDIANA

FLOOR PLANS

of a condominium for: Site 12

Mr. & Mrs. James O'Connor

2814 Mallard Cove Lane

REVISIONS

NO	DATE	BY	DESCRIPTION
2	3/15/83		Bkt. Lay-out

ARCHITECTURAL CONCEPTS, INC.
6215 W. JEFFERSON BLVD. FT. WAYNE, IN 46804
(210) 432-6002
COMMERCIAL RESIDENTIAL INTERIOR PLANNERS

DATE 8/25/82 | SCALE 1/4"=1'-0" | SHEET 1

BY DCV | PROJECT

9818

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ALLEN COUNTY RECORDER
Virginia A. Young

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1983 JAN 21 AM 10:43
ALLEN COUNTY RECORDER
Virginia A. Young

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1983 JAN 21 AM 10:43
ALLEN COUNTY RECORDER
Virginia A. Young

3'-9" 28'-0"
2x4 rails
6x6 corner posts
7½"x12" ridge beam
4x4 posts
160 SCREENED PORCH
12'-0"
3½"dx7"w ceiling beams
7'-1½"
3½"
5'-2¼"
9⁰ Sl. Gl. Door
6⁰ Sl. Gl. Door
13'-0"
PATIO
11'-0"
10'-7"
7'-0½"
48"x48" cc-1
24"x48" cc-1
5'-0½"
2'-5¾"
2'-2½"
2'-8"
3652 Skylight & Shaft
10'-1"
3½"
11'-3"
18'-0"
Dw.
Range
Hood
Counter Top
Range Hood
Tapered
105 STUDY
107 DINETTE
106 KITCHEN
108
110 BDRM.#1
13'-7"
20'-1"
3'6" opng.
7'-1"
Shelves
Cabs.
Desk
Bar Cloz.
2'-6"
3⁰ c.o.
2⁸ c.o.
8'-8"
109 BUFFET
Cloz.#3
111 HALL#1
114 HALL#2
115 Mrs. Cloz.#4
117 Mr. Cloz.#5
2⁸ Pocket Door
4⁸ c.o.
7'-0" min.
24"x48" cc-1 with slimshade
104 DINING ROOM
17'-1"
5'-11"
Insulation board Siller
Step oak flooring at center of jamb
5⁸ c.o.
36" perimeter oak flooring
Cloz.#1
102
Balcony line
5'-2"
112 LAUND.
Linen
Cloz.
Lav. 1
3'-5¾"
3'-7"
5'-0½"
8'-3"
15" soffit
Clothes Rods & Shelving above
Dryer
Washer
118 BATH#1
5'-2"
1'-5"
Iron-Away
Laundry
113
Owner's Freezer
7'-0"
Furnace
Soft Water Sys.
W.H.
Floor drain
12" soffit
24"x24" drip dry basin
Hot & cold mixing faucets with Floor drain
60" step down into garage
119 GARAGE
Floor drains
Automatic Garage Door Opener
103 LIVING ROOM
101 FOYER
22'-0"
3'-0"
10⁸ c.o.
11'-5"
5'-0"
17'-1"
8'-11"
23'-10"
MAIL SLOT W/RECPT.
100 PORTICO
3'-1"
3'-5"
6"
3'-0"
11'-0"
6'-0"
2'-6"
6'-0"
8'-11"
CONC. SIDEWALK
17'-8"
5'-11"
50'-8"
50'-7"
ASPHALT DRIVE
24'-1"
178"x188" O.H. Door
3'-0" x 10'-4" Conc. Apron
FIRST FLOOR @ 779.49
NOTE: 9'-1" Ceiling Hgt.

50'-8"
9'-11 3/16"
5'-0"
48"x48" cc-1
24"x48" cc-1
24"x48" cc-2
9'6"wx6'0"h F.I.G.
19'-4½"
3½"
13'-1"
17'-0½"
10'-7"
7'-1"
BDRM. #3
BDRM. #2
9"x14" ridge beam
203 LOUNGE
26'-7"
24'-7"
7" Monarch Cloz.#8
207
9'-3"
6'-7½"
204 HALL#3
5'-4½"
7'-1"
7'-1"
Dbl. Season Cloz.#6
205
Louvered Door
Clothes
Shelf
16" soffit
Howell
211
BATH#3
10'-7"
4'0"
Attic Vent Fan provide space for owner's file cabinet.
Cloz.#9 /MECH.
Furnace
Flue
7'-0" K.W.
36" high base cabinet
7'-1" soffit Hgt.
Cathedral Ceiling
Shelves
Cabinet
Recess u.c. rfg. in wall
Shelves
9"x15" ridge beam
BALCONY
200
201 OFFICE
9'-0¾" Ceiling hgt. in this room
(See Office Section)
17'-1"
6'-11" K.W.
Cloz.#10
202
5'-0" K.W.
Cathedral Ceiling
8'-11"
8"x12" beam
204 Storage
10'-2"
7'-2½"
17'-8"
8'-11"
50'-8"
23'-9⅛"
24'-1"
SECOND FLOOR @ 789.49
CERTIFIED BY Richard H. Stanton
Covering General Construction

Approximate Living Area

First Floor:	2487 sq. ft.
Second Floor:	1922 sq. ft.
Garage:	517 sq. ft.
Scr'd Porch:	264 sq. ft.

RICHARD H. STANTON
No. 1511
STATE OF INDIANA
REGISTERED ARCHITECT

FLOOR PLANS
of a condominium for Site "B"
Mr. & Mrs. James O'Connor
2814 Millard Cove East

ARCHITECTURAL CONCEPTS, INC.
6315 W. JEFFERSON BLVD. FT. WAYNE, IN 46804
(219) 432-6602
COMMERCIAL RESIDENTIAL INTERIOR PLANNERS

Allen County Recorder Document #: 830001188

1983 JAN 21 AM 10:43
ALLEN COUNTY RECORDER
Virginia L Young

83-001188

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Virginia L Young

83-001188

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FRONT ELEVATION

CERTIFIED BY Richard K. Shannon NO 1511
COVERING GENERAL CONSTRUCTION WORK

JAN 17 1983

UNIT 5

RICHARD K. SHANNON
REGISTERED
NO. 1511
STATE OF INDIANA

REVISED FRONT ELEVATION

FOR SITE NO 5 COVINGTON CREEK
MR. & MRS. CARL BENNETT

REVISIONS				
NO.	DATE	BY	DESCRIPTION	
				BENNETT

ARCHITECTURAL CONCEPTS, INC.
6215 W. JEFFERSON BLVD. FT. WAYNE, IN 46804
(219) 432-6602
COMMERCIAL RESIDENTIAL INTERIOR PLANNERS

DATE	SCALE	SHEET
10-30-81	1/4"=1'-0"	
BY PAC	PROJECT	

8718

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ALLEN COUNTY RECORDER
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Book 6 Page 14

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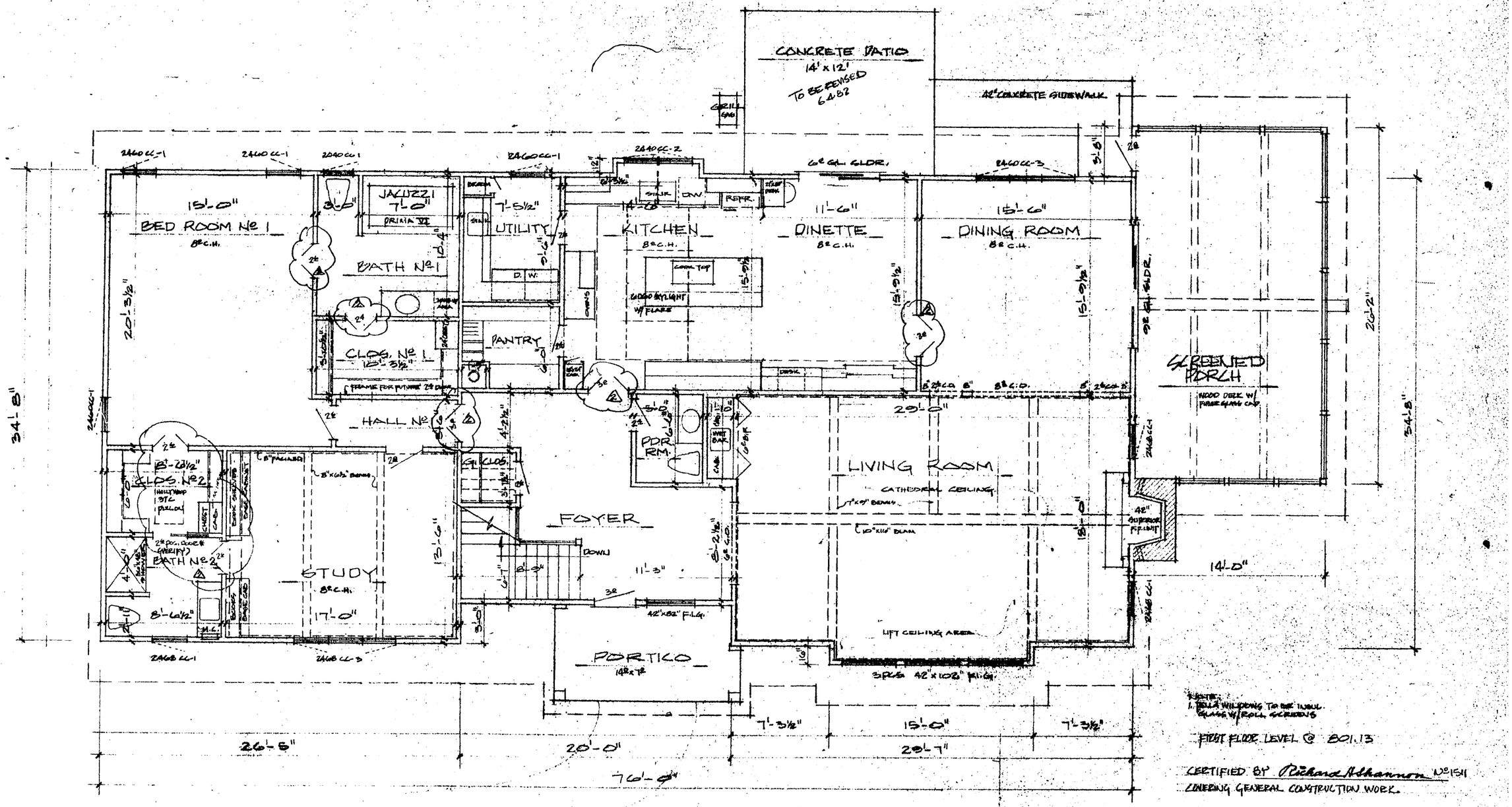
ALLEN COUNTY RECORDER
Virginia L. Young

83-001188

Book 6 Page 13



NOTE:
1. DELLA WINDOWS TO BE INSUL. GLASS W/ROLL SCREENS

FIRST FLOOR LEVEL @ 801.13

CERTIFIED BY Richard H. Shannon No 1511
COVERING GENERAL CONSTRUCTION WORK

JAN 17 1983

UNIT 5

FIRST FLOOR

LIVING AREA - 2610 ⌗
GLASS PORCH - 336 ⌗

RICHARD H. SHANNON No. 1511

FIRST FLOOR PLAN
FOR SITE #5 - COVINGTON CREEK CONDOMINIUM
MR. & MRS. CARL BENNETT

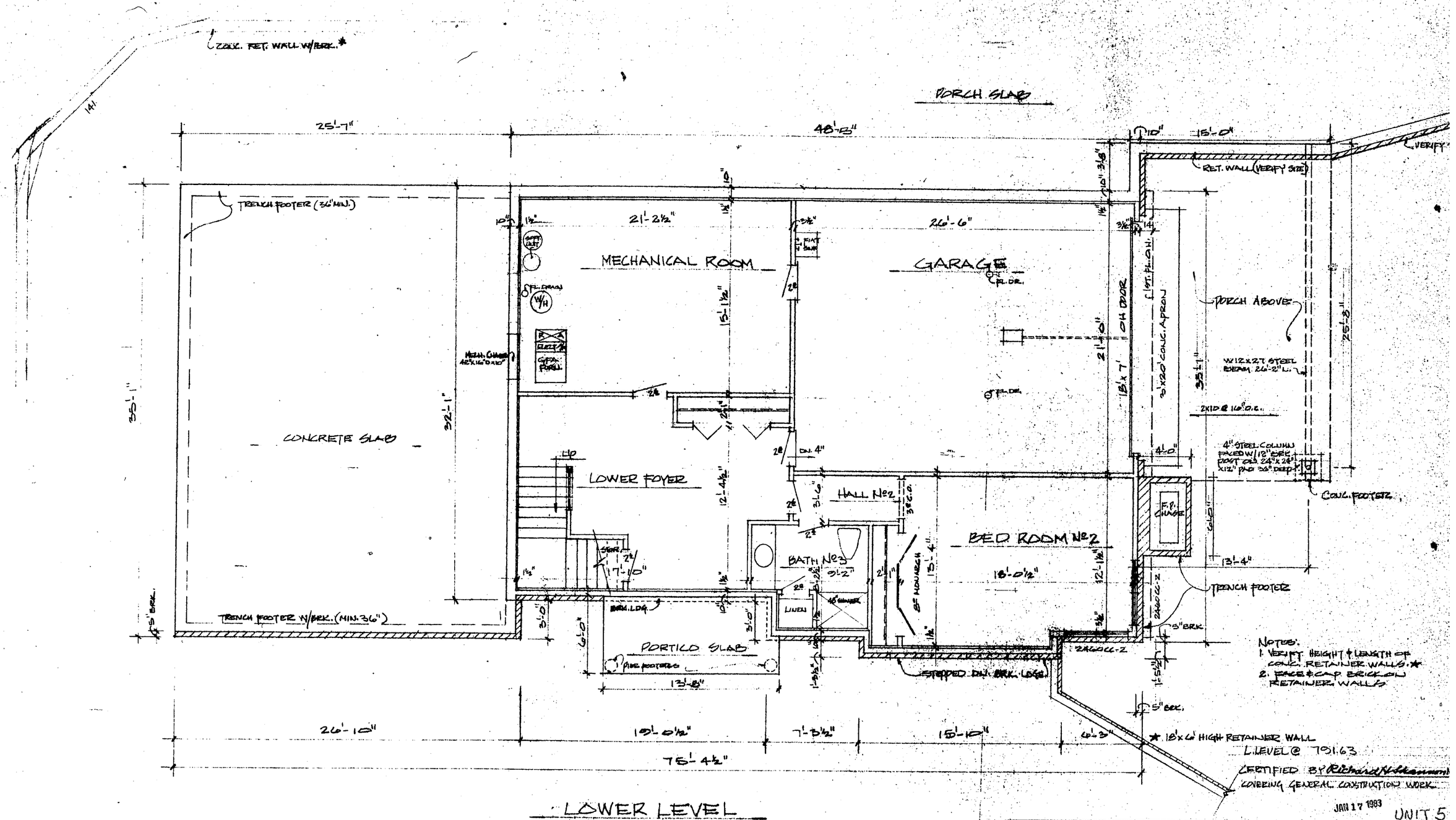
ARCHITECTURAL CONCEPTS, INC.
6215 W. JEFFERSON BLVD. FT. WAYNE, IN 46804
(219) 432-8602
COMMERCIAL RESIDENTIAL INTERIOR PLANNERS

REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	12-17	PG	GENERAL
2	1-5-83	PG	DOORS

DATE	SCALE	SHEET
10-2-81	1/4"=1'-0"	2
BY PAG	PROJECT	

7718

Allen County Recorder Document #: 830001188



JAN 17 1983

UNIT 5

LOWER LEVEL

LIVING AREA -	654 □'
MECH. ROOM -	328 □'
GARAGE -	572 □'

LOWER LEVEL PLAN

FOR SITE #5 - COVINGTON CREEK CONDOMINIUM
MR. & MRS CARL BENNETT

ARCHITECTURAL CONCEPTS, INC.
6215 W. JEFFERSON BLVD. FT. WAYNE, IN 46804
(219) 432-8602
COMMERCIAL RESIDENTIAL INTERIOR PLANNERS

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	11-19	PAG	Porch Log
2	11-23	PAG	Found. Rev.
3	11-24	PAG	Found. Rev.

DATE 10-2-81 SCALE 1/4"=1'-0" BY PAG PROJECT

6 of 18

Allen County Recorder Document #: 830001188

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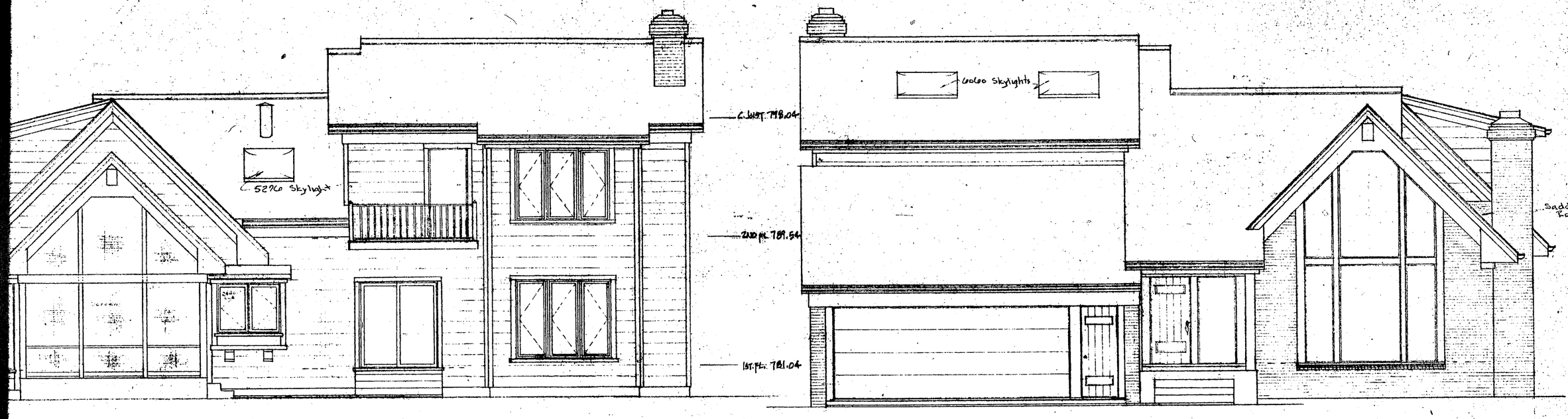
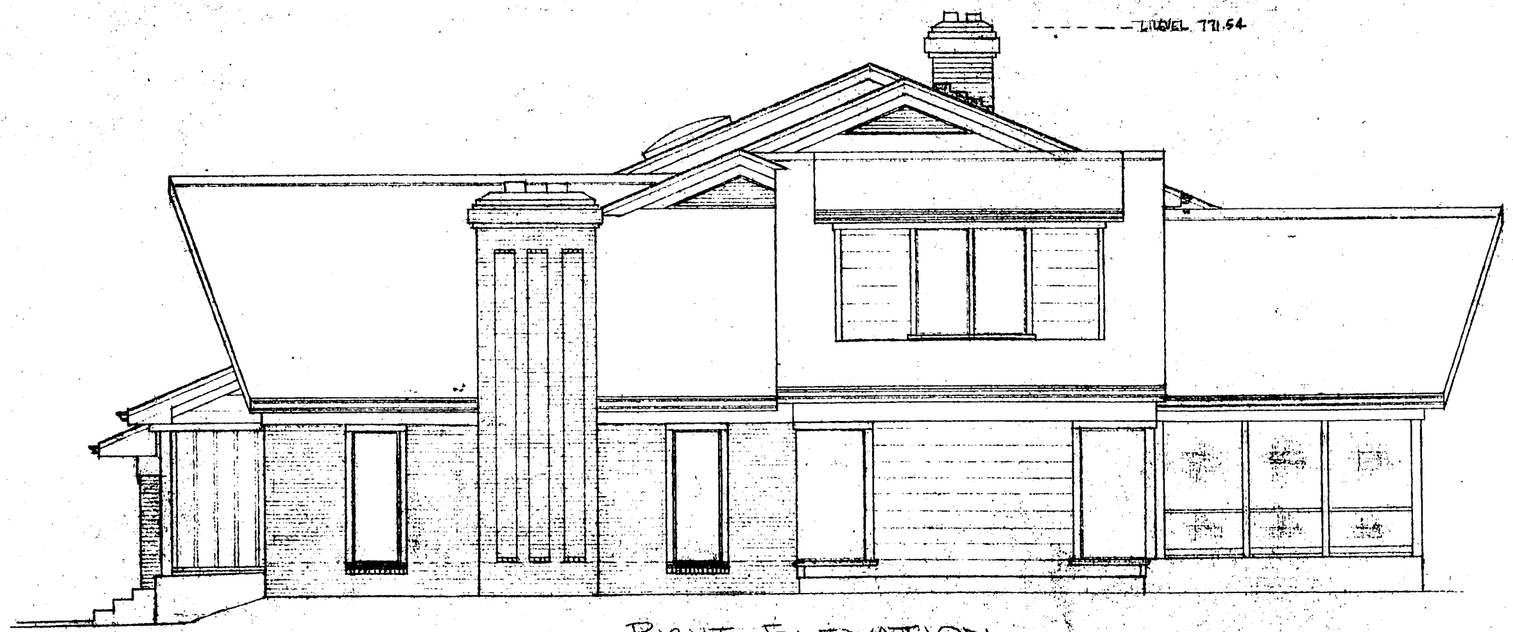
Virginia L Young



REAR ELEVATION



RIGHT ELEVATION

CERTIFIED BY Richard H. Shannon No 1511
COVERING GENERAL CONSTRUCTION WORK

JAN 17 1983

UNIT 17

RICHARD H. SHANNON REGISTERED No. 1511 STATE OF INDIANA ARCHITECT

ELEVATION STUDIES

MR & MRS. JAMES M. VANN

ARCHITECTURAL CONCEPTS, INC.
6215 W. JEFFERSON BLVD. FT. WAYNE, IN 46804
(219) 432-8602
COMMERCIAL RESIDENTIAL INTERIOR PLANNERS

REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	[illegible]	[illegible]	[illegible]
2	6-29	DW	Roof change

DATE	SCALE	SHEET
4/5/82	[illegible]	6
BY	PROJECT	
DLW		

LINCOLN-GRAPHIC CORP. 90836 8-81 800 MC23000

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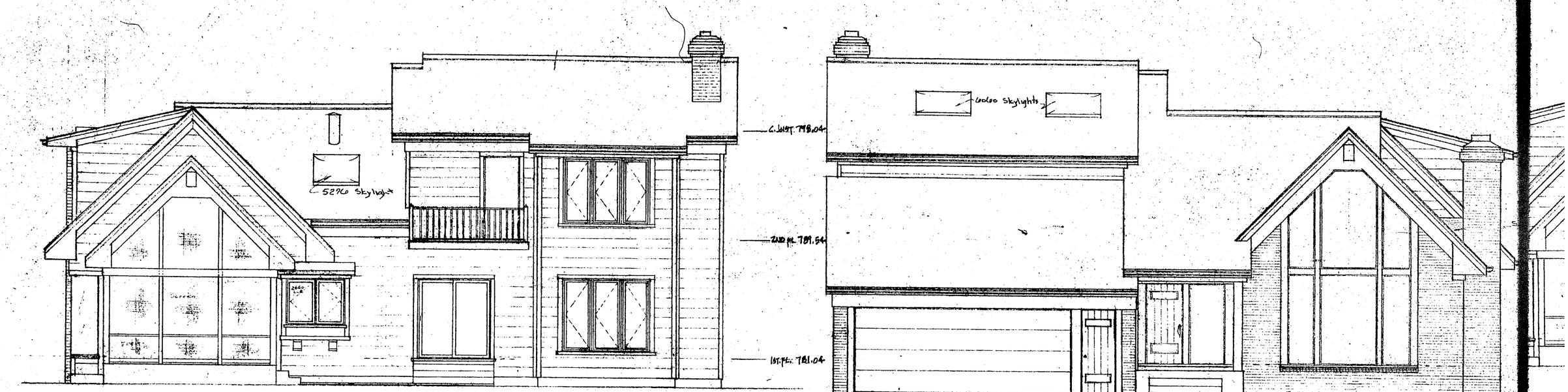
ALLEN COUNTY RECORDER
Virginia L Young
83-001188 Book 6



REAR ELEVATION



RIGHT ELEVATION

CERTIFIED BY Richard H Shannon No 1511
COVERING GENERAL CONSTRUCTION WORK

RICHARD H. SHANNON REGISTERED No. 1511 STATE OF INDIANA ARCHITECT

ELEVATION STUDIES

MR & MRS JAMES M. VANN

ARCHITECTURAL CONCEPTS, INC.
6215 W. JEFFERSON BLVD. FT. WAYNE, IN 46804
(219) 432-8602

NO.	DATE	BY
1		
2		

DATE

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Virginia L Young

83-001188

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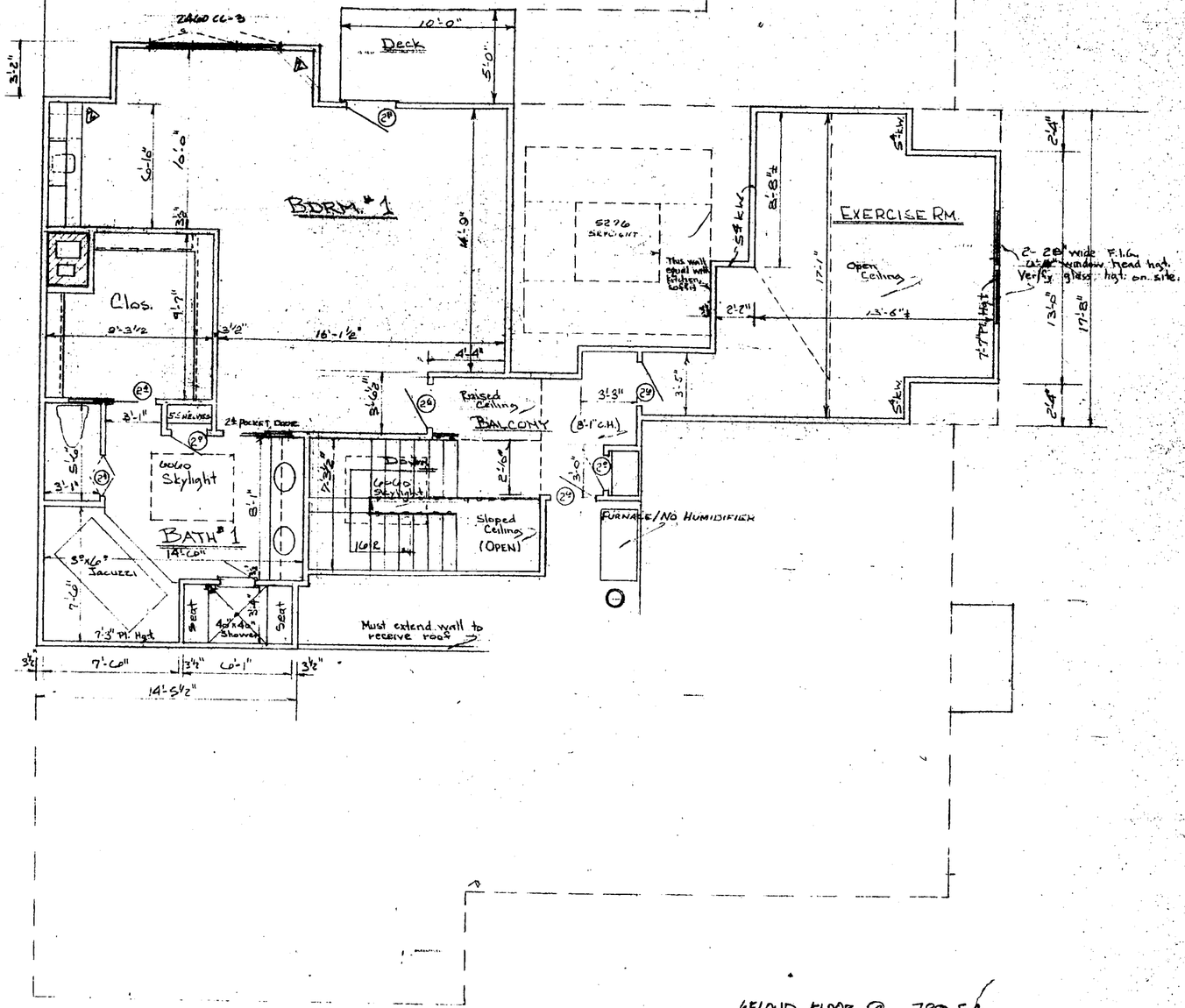
Virginia L Young

83-001188

Book 6 Page 7



SECOND FLOOR @ 789.54

CERTIFIED BY Richard Hohmann No 1611
COVERING GENERAL CONSTRUCTION WORK

JAN 17 1983

UNIT 1

SECOND FLOOR STUDY

MR. & MRS. JAMES M. VANN

ARCHITECTURAL CONCEPTS, INC.
6215 W. JEFFERSON BLVD. FT. WAYNE, IN 46804
(210) 432-5502
COMMERCIAL RESIDENTIAL INTERIOR PLANNERS

REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	1/11	SJ	Add
2	1/13	RM	Add Fireplace

DATE 1-6-83 SCALE 1/4"=1'-0" SHEET 4
BY PROJECT

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Virginia L. Young
83-001188
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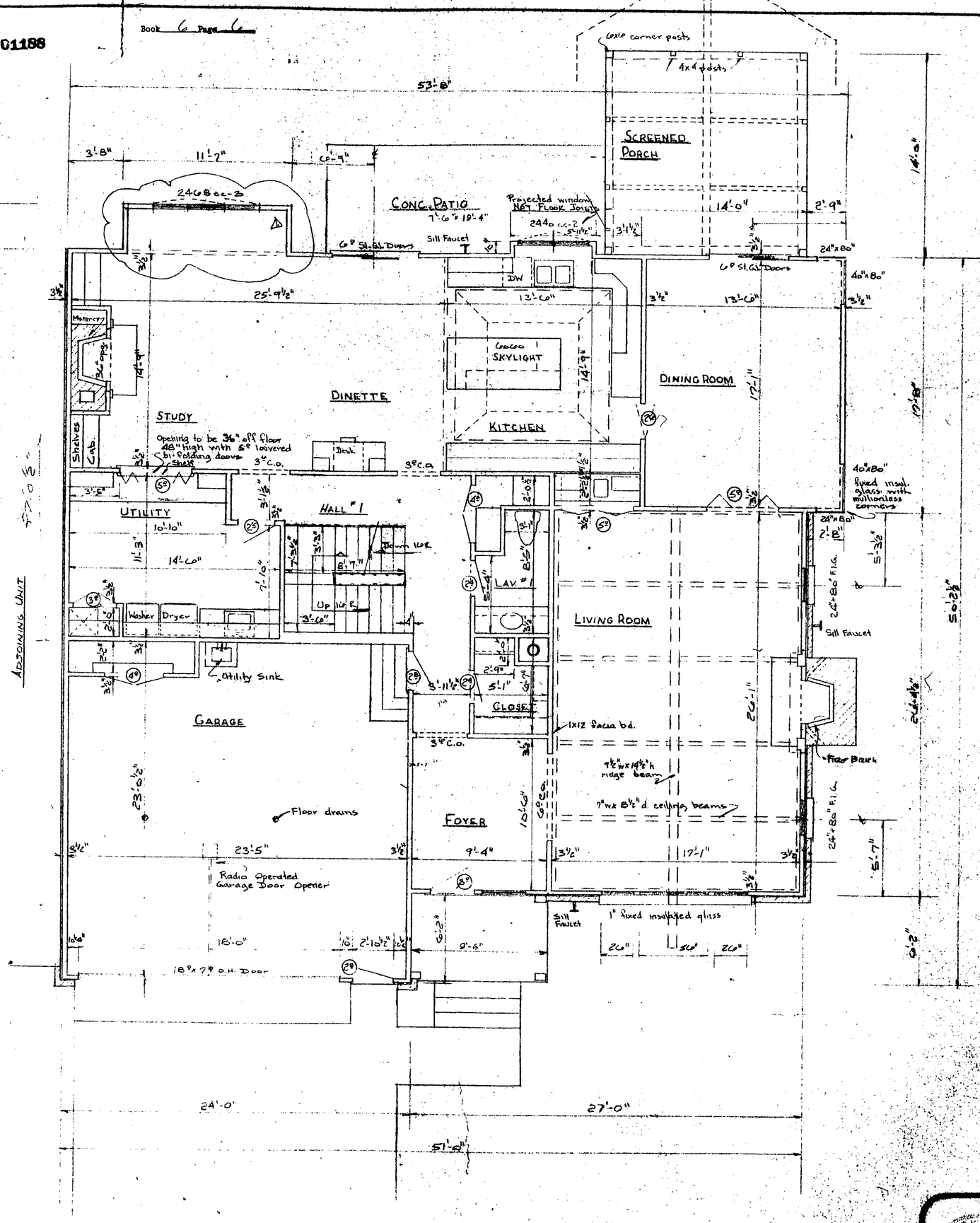
ALLEN COUNTY RECORDER
Virginia L. Young
83-001188
Book 6 Page



FIRST FLOOR @ 781.04

CERTIFIED BY Richard Hathaway NO 15111
COVERING GENERAL CONSTRUCTION WORK

JAN 17 1983

UNIT 17

FIRST-FLOOR-PLAN-

of a new condo - Site #17

MR & MRS JAMES M. VANN

REVISIONS

NO	DATE	BY	DESCRIPTION
1	1-5-83	MW	PARTITIONS

ARCHITECTURAL CONCEPTS, INC.
9215 W. JEFFERSON BLVD. FT. WAYNE, IN 46804
(219) 432-6602
COMMERCIAL RESIDENTIAL INTERIOR PLANNERS

DATE 12-15-82
SCALE
BY
PROJECT

Allen County Recorder Document #: 830001188

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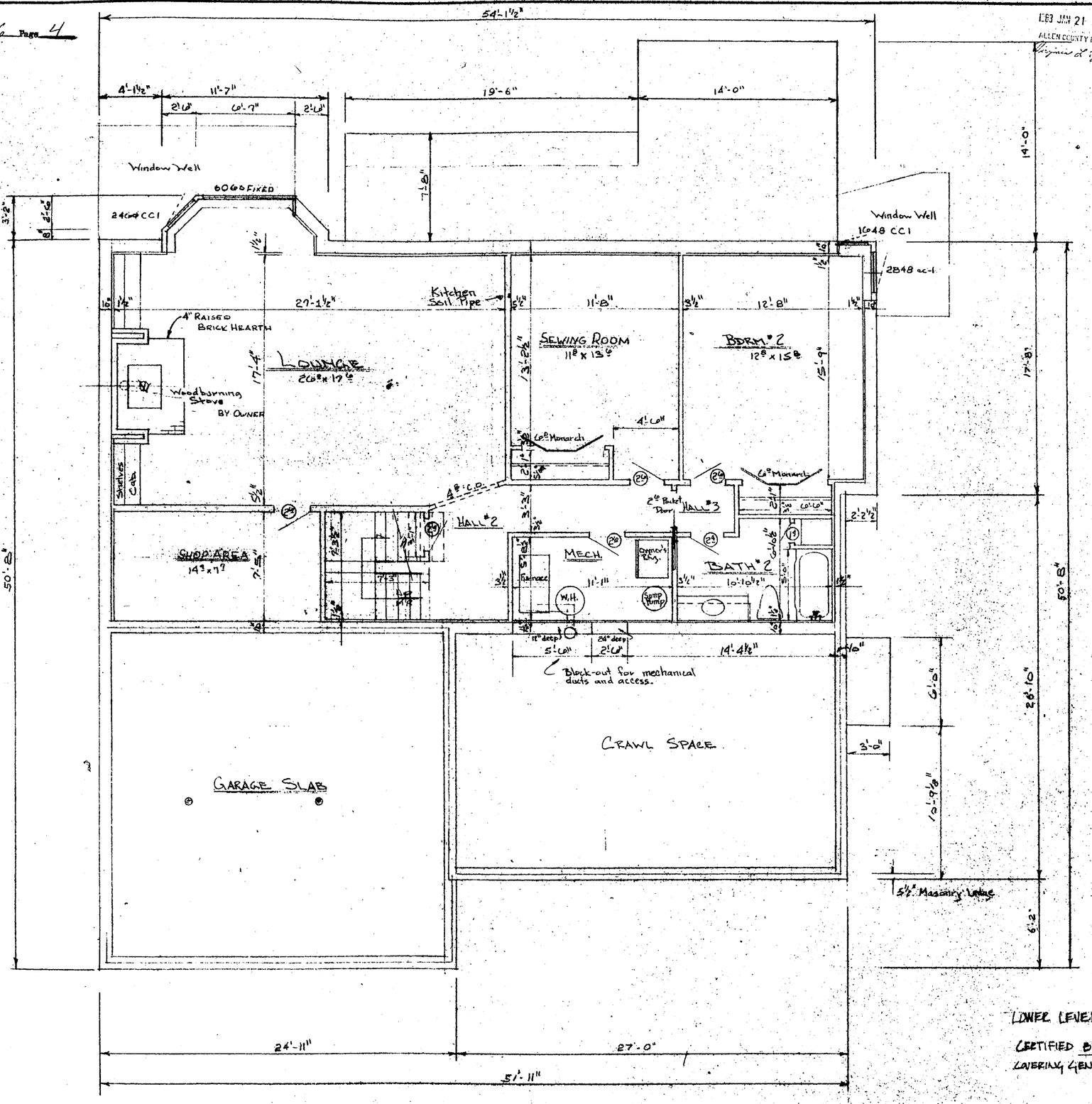
ALLEN COUNTY RECORDER
Virginia A. Young

83 JAN 21 AM 10:43
ALLEN COUNTY RECORDER
Virginia A. Young



LOWER LEVEL @ 771.54

CERTIFIED BY Richard Mohammon NO 1611

COVERING GENERAL CONSTRUCTION WORK

JAN 17 1983

RICHARD H. SHARICK
No. 1511
STATE OF INDIANA

LOWER LEVEL STUDY

MR & MRS. JAMES M. VANN

ARCHITECTURAL CONCEPTS, INC.
6215 W. JEFFERSON BLVD. FT. WAYNE, IN 46804
(219) 432-8802
COMMERCIAL RESIDENTIAL INTERIOR PLANNERS

REVISIONS			
NO	DATE	BY	DESCRIPTION

DATE
SCALE 1/4"=1'-0"
BY
PROJECT

Allen County Recorder Document #: 830001188

EXHIBIT "A"

SCHEDULE 23

Identification of Home	Percentage Undivided Interest
Home A of Building 31; Designated as Home 31-A	1/205
Home B of Building 31; Designated as Home 31-B	1/205
Home C of Building 31; Designated as Home 31-C	1/205
Home D of Building 31; Designated as Home 31-D	1/205
Home E of Building 31; Designated as Home 31-E	1/205
Home F of Building 31; Designated as Home 31-F	1/205
Home G of Building 31; Designated as Home 31-G	1/205
Home H of Building 31; Designated as Home 31-H	1/205
Home J of Building 31; Designated as Home 31-J	1/205
Home K of Building 31; Designated as Home 31-K	1/205
Home 13, Phase XX	1/205
Home 16, Phase XX	1/205
Home 2, Phase XXI	1/205
Home 3, Phase XXI	1/205
Home 14, Phase XXI	1/205
Home 15, Phase XXI	1/205
Home 4, Phase XXII	1/205
Home 7, Phase XXII	1/205
Home 8, Phase XXII	1/205
Home 10, Phase XXII	1/205
Home 11, Phase XXII	1/205
Home 12, Phase XXII	1/205
Home 1, Phase XXIII	1/205
Home 5, Phase XXIII	1/205
Home 6, Phase XXIII	1/205
Home 9, Phase XXIII	1/205
Home 17, Phase XXIII	1/205
Home 18, Phase XXIII	1/205

83 1188

Allen County Recorder Document #: 830001188

83-001188

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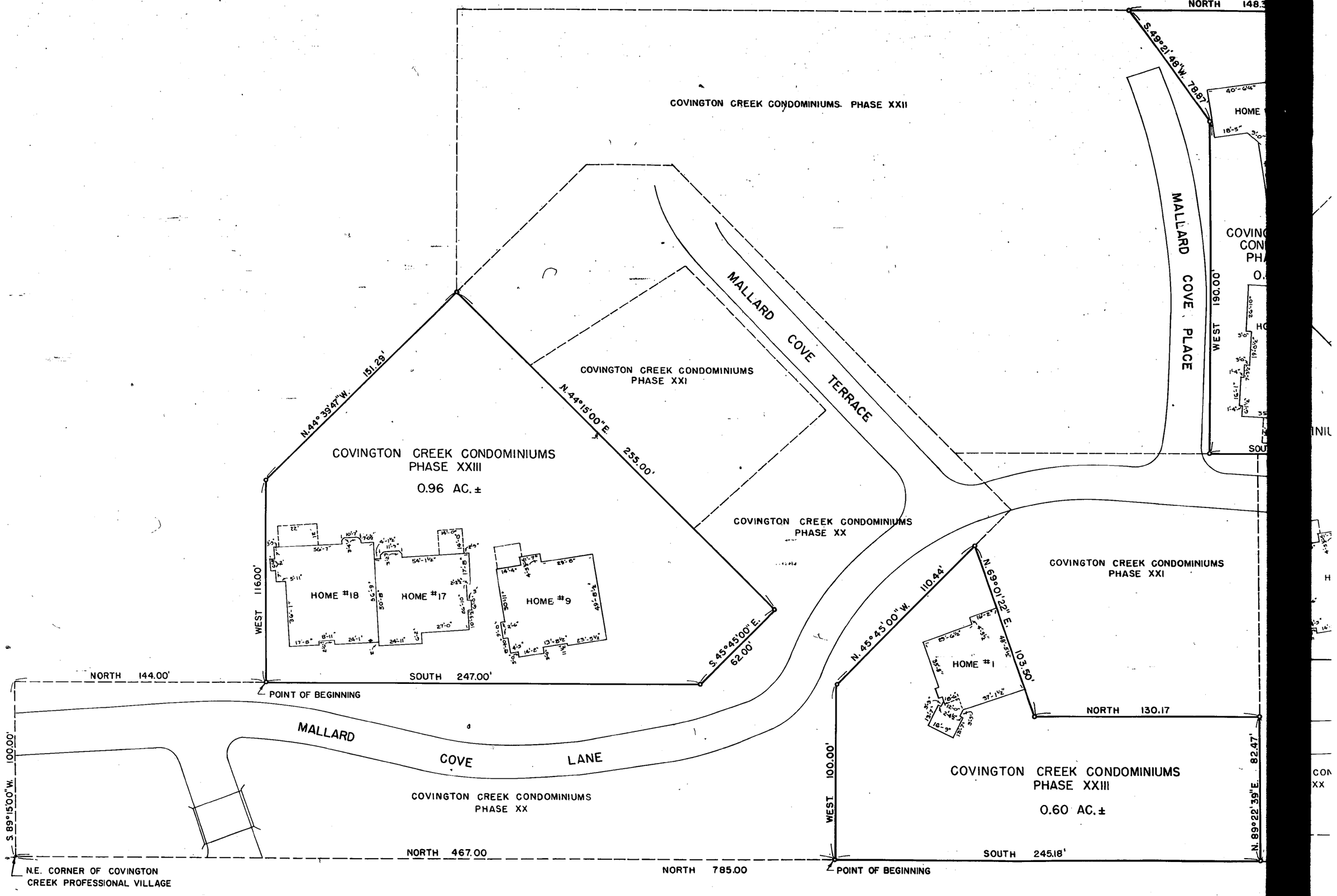


COVINGTON CREEK CONDOMINIUMS PHASE XXIII

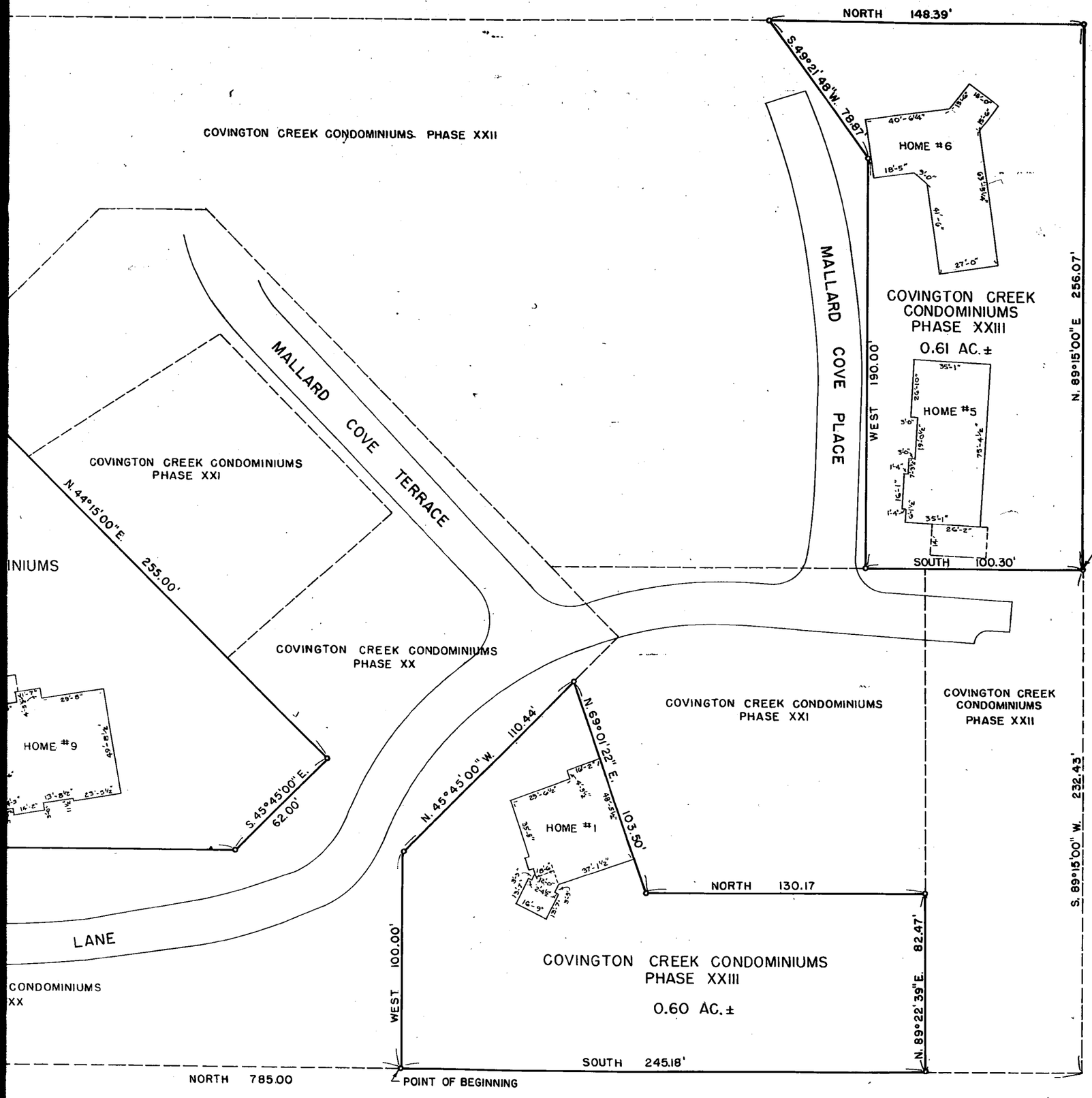
83 1188

83-001188

1983 JAN 21 AM 10:43
ALLEN COUNTY RECORDER
Virginia L Young

Book 6 Page 1-42

EXHIBIT 1



LEGAL DESCRIPTION

Part of the Northeast Quarter of Section 13, Township 30 North, Range 11 East, Allen County, Indiana, more particularly described as follows: Commencing at the Northeast corner of the amended plat of Covington Creek Professional Village as recorded by document number 79-14511 in the Office of Recorder of Allen County, Indiana; thence South 89 degrees 15 minutes 00 seconds West along the North boundary line of said Covington Creek Professional Village a distance of 100.00 feet; thence departing from said North boundary line North a distance of 144.00 feet to the point-of-beginning; thence West a distance of 116.00 feet; thence North 44 degrees 39 minutes 47 seconds West a distance of 151.29 feet; thence North 44 degrees 15 minutes 00 seconds East a distance of 255.00 feet; thence South 45 degrees 45 minutes 00 seconds East a distance of 62.00 feet; thence South a distance of 247.00 feet to the point-of-beginning containing 0.96 acres of land more or less.

Together with the following described parcel: Commencing at the Northeast corner of the aforesaid amended plat of Covington Creek Professional Village; thence North a distance of 467.00 feet to the point-of-beginning; thence West 100.00 feet; thence North 45 degrees 45 minutes 00 seconds West a distance of 110.44 feet; thence North 69 degrees 01 minute 22 seconds East a distance of 103.50 feet; thence North a distance of 130.17 feet; thence North 89 degrees 22 minutes 39 seconds East a distance off 82.47 feet; thence South 245.18 feet to the point-of-beginning containing 0.60 acres of land more or less.

Together with the following described parcel: Commencing at the Northeast corner of the aforesaid amended plat of Covington Creek Professional Village; thence North a distance of 785.00 feet; thence South 89 degrees 15 minutes 00 seconds West a distance of 232.43 feet to the point-of-beginning; thence South 100.30 feet; thence West a distance of 190.00 feet; thence South 49 degrees 21 minutes 48 seconds West a distance of 78.87 feet; thence North a distance of 148.39 feet; thence North 89 degrees 15 minutes 00 seconds East a distance of 256.07 feet to the point-of-beginning containing 0.61 acres of land more or less.

DULY ENTERED FOR TAXATION
JAN 21 1983
Gloria J. Goeglein
AUDITOR OF ALLEN COUNTY

INSTRUMENT O 6769

SCALE: 1 INCH = 30 FT.

DEVELOPED BY: REALAMERICA HOMES, INC.
3102 MALLARD COVE LANE
FORT WAYNE, INDIANA

No. 5[illegible] STATE OF INDIANA LAND SURVEYOR

Mark L Sty

TON CREEK CONDOMINIUMS PHASE XXIII

83 1188

DATE	DESCRIPTION	DRAWN	TURNBELL ENGINEERING CO., INC. CONSULTING ENGINEERS AND SURVEYORS	
	REVISIONS	L.G.W. CHECKED	LANDMARK BUILDING 519 TENNESSEE AVENUE	FORT WAYNE, IND. 46805 PH. (219) 422-4630
		APPROVED	PROJECT: COVINGTON CREEK CONDOMINIUMS PHASE XXIII	SHEET TITLE
			SCALE 1" = 30'	DATE 11/4/82
			JOB NO. E82-1307	SHEET 1 OF 1

420.00 CR W

1 of 18