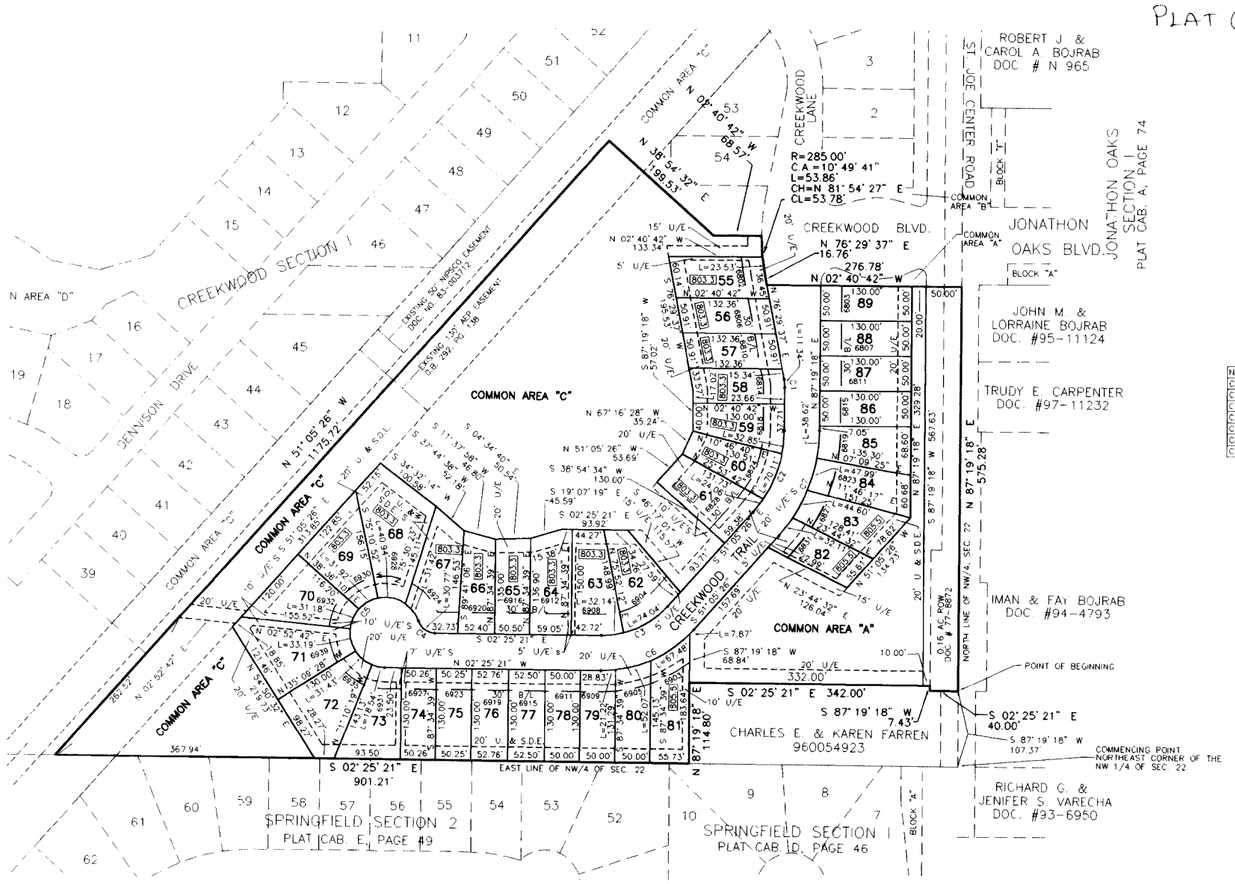
RECORDED
01/04/2002 14:32:03
RECORDS
PATRICIA J CROAK
ALLEN COUNTY, IN

Doc. No. 202001420
Receipt No. 433
DCFD 3.00
PLAT 28.00
SURV 5.00
Total 40.00

PLAT CAB "D" PAGE 157


ROBERT J. & CAROL A. BOJRAB DOC. # N 965
JONATHON OAKS SECTION I PLAT CAB. A, PAGE 74
CREEKWOOD SECTION I
CREEKWOOD LANE
ST. JOE CENTER ROAD
JONATHON OAKS BLVD.
CREEKWOOD BLVD.
JOHN M. & LORRAINE BOJRAB DOC. #95-11124
TRUDY E. CARPENTER DOC. #97-11232
IMAN & FAY BOJRAB DOC. #94-4793
CHARLES E. & KAREN FARREN 960054923
RICHARD G. & JENIFER S. VARECHA DOC. #93-6950
SPRINGFIELD SECTION 2 PLAT CAB. E, PAGE 49
SPRINGFIELD SECTION 1 PLAT CAB. D, PAGE 46
JENNISON DRIVE
COMMON AREA "A"
COMMON AREA "B"
COMMON AREA "C"
COMMON AREA "D"
CREEKWOOD TRAIL
EXISTING 150' NIPSCO EASEMENT DOC. NO. 83-30537.2
EXISTING 150' NIPSCO EASEMENT DOC. NO. 83-30537.1
R=285.00'
C.A.=10° 49' 41"
L=53.86'
CH=N 81° 54' 27" E
CL=53.78'
N 76° 29' 37" E 16.76'
276.78'
N 02° 40' 42" W
S 87° 19' 18" W 114.80'
S 02° 25' 21" E 342.00'
S 87° 19' 18" W 7.43'
S 02° 25' 21" E 40.00'
S 87° 19' 18" W 107.37'
POINT OF BEGINNING
COMMENCING POINT, NORTHEAST CORNER OF THE NW 1/4 OF SEC. 22
N 87° 19' 18" E 575.28'
NORTH LINE OF NW/4, SEC. 22
EAST LINE OF NW/4 OF SEC. 22
S 02° 25' 21" E 901.21'
N 51° 05' 26" W 1175.72'
N 38° 54' 34" E 199.57'
S 38° 54' 34" W 130.00'
N 67° 16' 28" W 35.24'
S 19° 07' 19" E 45.59'
S 02° 25' 21" E 93.92'
N 51° 05' 26" W 53.69'
S 02° 25' 21" E 367.94'
S 87° 19' 18" W 567.63'
S 87° 19' 18" W 329.28'
S 87° 19' 18" W 134.27'
S 87° 19' 18" W 126.04'
S 87° 19' 18" W 68.84'
S 87° 19' 18" W 575.28'
S 87° 19' 18" W 114.80'
S 87° 19' 18" W 107.37'
S 02° 25' 21" E 40.00'
S 02° 25' 21" E 332.00'
N 02° 25' 21" W 367.94'
N 02° 52' 47" E 260.52'
N 02° 40' 42" W 133.34'
N 02° 40' 42" W 130.00'
N 02° 40' 42" W 68.57'
N 02° 40' 42" W 276.78'
N 02° 25' 21" W 93.50'
N 02° 52' 47" E 33.19'
N 02° 25' 21" W 332.00'
N 87° 19' 18" E 575.28'
N 87° 19' 18" E 114.80'
N 87° 19' 18" E 567.63'
N 87° 19' 18" E 329.28'
N 87° 19' 18" E 134.27'
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N 87° 19' 18" E 575.28'
N 87° 19' 18" E 114.80'
N 87° 19' 18" E 107.37

PLAT CAB "D" PAGE 157

RECORDED
01/04/2002 14:32:03
RECORDER
PATRICIA J CRICK
ALLEN COUNTY, IN

Doc. No. 202001420
Receipt No. 433
DCFD 3.00
PLAT 28.00
PLAT 9.00
Total 40.00

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED TO AS PART OF THE DEDICATION AND PLAT OF VILLAS OF CREEKWOOD A SUBDIVISION IN ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA

Sterling C.V. Development LLC, an Indiana limited liability corporation, hereby declares that it is the Owner and Developer of the real estate shown and described in this plat and does hereby lay off, plat, and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. The Subdivision shall be known and designated as Villas Of Creekwood, a Subdivision in St. Joseph Township, Allen County, Indiana.

The Lots shall be subject to and impressed with the covenants, agreements, restrictions, easements, and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees, and assigns.

The Common Areas shall be subject to easements which are hereby reserved for any public agency or authority and any utility for the installation and maintenance of surface drainage facilities and underground utilities serving or benefiting any of the Properties. All conveyances of Common Area to the Association shall be subject to such easements without being written therein.

The Lots are numbered from 55 to 89 inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes.

The Developer intends that owners of all lots in the Villas of Creekwood shall be members of two associations and shall be entitled to the use and enjoyment of all property owned by the said Associations. The owners shall be members of Villas of Creekwood Community Association, as well as the Creekwood Community Association, the association for the general Creekwood subdivision, developed by Creekwood Development, LLC.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the Villas Of Creekwood Community Association, Inc., its successors and assigns.

Section 2. "Bylaws" shall mean the Bylaws initially adopted by Villas Of Creekwood Community Association, Inc., and all amendments and additions thereto.

Section 3. "Committee" shall mean the Architectural Control Committee, composed of one to three members appointed by the Developer and who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time shall be filled by appointment of the Developer.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Developer" shall mean and refer to Sterling C.V. Development, LLC. its successors and assigns.

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

Section 6. "Dwelling Unit" shall mean and refer to the structure used as a residential

JAN 04 2002

01 15882
AUDITORS NUMBER

AUDITOR OF ALLEN COUNTY

RUCKE & ASSOC. 503 AIRPORT NORTH OFFICE PARK FW, IN 46825

living unit located upon a Lot, including the garage and any appurtenances.

Section 7. "Lot" shall mean either any of said Lots as platted or any tract or tracts of land as conveyed originally or by subsequent Owners, which may consist of one or more Lots or parts of one or more Lots as platted upon which a residence may be erected in accordance with the restrictions hereinabove set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no tract of land consisting of part of any one Lot or parts of more than one Lot shall be considered a "LOT" unless said tract of land has a frontage of 50 feet in width at the established building line as shown on this plat.

Section 8. "Villas Of Creekwood" shall mean and refer to the name by which the real estate which is the subject of this Declaration or any subsequent declaration of any additional section of Villas Of Creekwood shall be known.

Section 9. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by the Developer as additional sections of Villas Of Creekwood.

Section 11. "Restrictions" shall mean and refer to the Dedication, Protective Restrictions, Covenants, Limitations, Easements, and Approvals appended to as part of the Dedication and Plat of Villas Of Creekwood.

Section 12. "Subdivision" shall mean Villas Of Creekwood, a subdivision located in St. Joseph Township, Allen County, Indiana.

Section 13. " Exclusive Builder" shall mean and refer to Sterling Homes, Inc. an Indiana company, it's successors and assigns.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities by an Owner for any period during which any assessments against his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

(c) easements reserved herein for any public agency or authority and any utility for the installation and maintenance of surface drainage facilities and underground utilities serving or benefiting any of the properties.

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws,

his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all Owners of Lots in Villas Of Creekwood other than Developer and such members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. Class B member(s) shall be the (i) Developer, and (ii) the Exclusive Builder. Such member(s) shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: when title to all Lots in the Villas Of Creekwood have been conveyed, or on December 31, 2009.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Class B members by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements; and (3) lot maintenance assessments or charges; such assessments to be established and collected as hereinafter provided. Assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse, or neglect to make any payment of any Assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid Assessments to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, and be enforced in the same manner as, a mortgage lien under Indiana law, and shall include attorney's fees, title expenses, interest, and any costs of collection.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of residents of Villas Of Creekwood and in particular for the maintenance of any Lot prior to commencement of construction of a Dwelling Unit thereon, and for the improvement, operation and maintenance of any storm water detention basin along with any water level control structures and all other Common Areas, including but not limited to, repair, maintenance, lighting, lawn care, snow removal, insurance, taxes, accounting and all other things necessary or desirable in the opinion of the Board of Directors of the Association in connection therewith.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance by the Developer of the first Lot to an Owner, the maximum assessments shall be Sixty Dollars ($ 60.00) monthly per Lot for membership to the Association plus additional maximum annual assessment of Two hundred Dollars ($200.00) per lot for membership of the general community association of Creekwood.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessments may be increased each year not more than 15% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 15% by the affirmative vote or written assent of 51% of each class of members.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the affirmative vote or written assent of 51% of each class of members.

Section 5 Notice and Quorum For Any Action Authorized Under Section 3 and 4. Any action authorized under Sections 3 or 4 and requiring an affirmative vote or written assent of a certain percentage of the Association membership shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or yearly basis.

Section 7. Date of Commencement of Assessments: Due Dates. The monthly assessment for the Villas Of Creekwood shall commence on the day the title of the lot is conveyed by the developer to the lot owner.

The annual assessments for the general Creekwood Community Association provided for herein shall commence as to all Lots on the first day of the month following the first conveyance of Common Areas of Creekwood by the Creekwood Development LLC. to the Creekwood Community Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Lot Maintenance Assessment.

(a) From and after the date of purchase of a Lot until construction of a single-family residence commences, the Association shall have the exclusive right to perform all maintenance on the Lot, including but not limited to, cutting the grass, keeping the Lot free from weeds, and the removal of trash and debris.

(b) In addition to the liens assessed under this Article IV, each Lot Owner, with the exception of Class B members, may be assessed an annual fee at the rate of $15.00 per month for two (2) years following the Owner acquiring title to the Lot (the "Lot Maintenance Assessment"). Thereafter, the Association may assess the Lot Owner an annual amount which the Association, in its sole discretion, determines necessary to maintain the Lot as provided in Subparagraph (a) above.

(c) The first annual Lot Maintenance Assessment shall be prorated according to the number of remaining months in the calendar year of purchase, and payment shall be due on January 1 for each succeeding year. After construction commences, the Lot Maintenance Assessment paid in the year of commencement shall be prorated for the remaining month(s) of the year following commencement and be reimbursed to the Lot Owner. The Association may offset such reimbursement against the annual assessment levied under this Article IV in the succeeding year.

(d) From and after the date construction of a single-family residence commences upon a Lot, it shall be the duty of the Lot Owner to perform all maintenance on the Lot, including but not limited to, cutting the grass, keeping the Lot free from weeds, and the removal of all trash and debris. The Association, in its sole discretion, may undertake such Lot maintenance under this Subparagraph (d) should the Lot Owner fail to do so. In that event, the Lot Owner shall immediately, upon written demand, reimburse the Association, its agents and/or independent contractors for all expenses incurred in performing such maintenance upon the Lot.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment or other charge not paid within thirty (30) days after the due date shall bear interest from the due date as provided in Section 1 of this Article IV. The Association as well as the Creekwood Community Association may bring an action at law against the Owner personally obligated to pay the same; may foreclose the lien against the owner's lot in accordance with the provisions of Section 1 of this Article IV; or may do both. No Owner may waive or otherwise escape personal liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a judgment and court order on a foreclosure of any first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Association services. The Association shall maintain the lawn of each lot on a scheduled basis as determined by the association. Owners may plant, install or maintain flowers, trees, shrubbery or plant material on a lot with the approval of the Architectural control committee. The owners shall maintain what they plant. The Association may operate and maintain the irrigation system on each lot, and may determine the interval of irrigation. All water utilized in the irrigation system for each lot shall be provided by the owner of that lot regardless of whether water for such irrigation system partially irrigates an adjacent lot. Each owner shall be responsible at their own expense for watering their yard, shrubbery, trees and all other plant material for appropriate maintenance and growth. The Association is not responsible for removal of weeds from plant beds as they appear. The association shall provide for the removal of snow from the sidewalks and driveways of the lots according to guidelines for snow removal adopted by the Association.

Section 12. Maintenance by Owners. Each owner shall, at his own expense, be responsible for, and shall promptly perform as the need therefor arises, all maintenance, repairs, and decoration of his entire Dwelling Unit and shall replace and/or repair any portion thereof which is damaged or in need of repair or replacement, including, without limitation, siding, roofing, plumbing, fixtures, heating and air conditioning systems, driveways, sidewalks, exterior lighting fixtures, and other mechanical electrical systems. Each owner shall be responsible to assure adequate water drainage from the downspouts directed away from their house or the neighboring lot. If drainage tile is required to assure proper water drainage, the owner shall install such tile at his own expense. Not withstanding the foregoing, no owner may paint, decorate or make any changes in the appearance of any portion of the exterior of his Dwelling Unit, including sidewalks, driveways and yard, without approval of the Association. The Association may at its

option notify any lot owner of a repair or replacement of any item of maintenance which is needed on the exterior of the Dwelling or on the Lot, and in the event the Owner does not comply with the request within 30 days after such notice is given, the Association may maintain, repair or replace that item at its expense and add the cost thereof to that Lot's assessment.
Each lot owner grants to the Association and to each of its authorized agents, employees and contractors an easement and license upon and over the Owner's Lot for the purpose of performing the services or exercising the rights reserved to the Association in this section or section 11 above.

ARTICLE V
ARCHITECTURAL CONTROL

No building, fence, wall, deck, swimming pool or spa, or other structure shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until two sets of plans and specifications showing: (1) the location of improvements on the lot (site plan); (2) the location of the driveway on the site plan; (3) front, rear, and side elevations shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. The Committee's approval or disapproval, as required in these covenants, shall be in writing. The Committee will approve or disapprove such plans within 60 days after receipt. No structure of any kind which does not comply fully with such approved plans shall be erected, constructed, placed, or maintained upon any Lot, and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent. Neither the Developer, the Association, the Architectural Control Committee, the Exclusive Builder, nor any member thereof, nor any of their respective heirs, personal representatives, successors, or assigns shall be liable to anyone by reason of any mistake in judgement, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Architectural Control Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Committee, the Association, the Developer or the Exclusive Builder, to recover any damages or to require the Committee, the Association, the Developer or the Exclusive Builder to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete set(s) of plans for review by the Architectural Control Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building of structure therein described, and no adjacent Lot Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein. In the event the Committee, the Association, the Developer or the Exclusive Builder shall prevail in any litigation brought for the purpose of enforcing compliance with the provisions of this Article V, it shall be entitled to recover from the defendants reasonable attorney fees and costs incurred in such enforcement.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Residential Purposes. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height. Each Dwelling Unit shall include not less than a two car garage, which shall be built as part of said structure and attached thereto.

Section 2. Home Occupations. No Lot shall be used for any purpose other than as a single-family residence, except by approval of the Developer a builder may use his/her home as a model and/or sales center for other homes he/she is building in Creekwood, and except that a home occupation, defined as follows may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family residing in said

Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that indicates from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a Dwelling Unit; (b) no commodity is sold upon the Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit; and (d) no mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, licensed child care center or other licensed or regulated baby-sitting service, any type of auto repair services, animal hospital, or any form of animal care or treatment such as dog trimming, breeding or kennel be construed as a home occupation.

Section 3. Single Owner Contiguous Lots. Whenever two (2) or more contiguous Lots in the Subdivision shall be owned by the same person, and such Owner shall desire to use two or more of said Lots as a site for a single Dwelling Unit, he shall apply in writing to the Architectural Control Committee or Board of Directors of the Association for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single Dwelling Unit shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with one single Dwelling Unit. However, an exception to this will be, that all lot Assessments levied by the Association including but not limited to the annual or monthly maintenance fee must be paid individually for each lot constituting the site for such single Dwelling Unit.

Section 4. Subdivision of Lots. No lot or combination of Lots may be further subdivided unless 75% of the Lot Owners have approved by signing an instrument of approval and until said approval has been obtained from the Allen County Plan Commission.

Section 5. Improvements. Before any Dwelling Unit on any Lot in this Subdivision shall be used and occupied as a dwelling or otherwise, the Developer or any subsequent Owner of such Lot shall install improvements serving such Lot as provided in the plans and specifications for such improvements filed with the appropriate governmental authorities, together with any amendments or additions thereto which said governmental authorities may authorize or require. This covenant shall run with the land and be enforceable by any governmental authority having jurisdiction over the Subdivision, by the Association, or by any aggrieved Lot Owner in this Subdivision.

Section 6. Permits and Certificates. Before any Dwelling Unit located on any Lot may be used or occupied, such user or occupier shall first obtain from the City of Fort Wayne Zoning Administrator an Improvement Location Permit and a Certificate of Occupancy as required by the Allen county Zoning Ordinance.

Section 7. Time for Building Completion. Every Dwelling Unit on any Lot in the Subdivision shall be completed within twelve (12) months after the beginning of such construction.

Section 8. Building Sizes. No Dwelling Unit shall be built any Lots having a living area of the main structure, exclusive of one-story open porches, breezeways, or garages of less than 1150 square feet for a one-story Dwelling Unit, nor less than 1300 square feet for a two story dwelling unit.

Section 9. Garages. All Dwelling Units must have at least a full-size, attached, two-car garage.

Section 10. Building Setback. No Dwelling Unit or any improvements or structures shall be located on any Lot nearer to the front Lot line or nearer to the side street line or the rear lot line than the minimum building setback lines shown on the recorded plat. In any event, the rear and the side setbacks will be in accordance to the requirements of the City of Fort Wayne zoning Ordinance.

Section 11. Minimum Lot Size. The minimum Lot size for the placement of a dwelling

unit is 6,250 square feet. The minimum width at the building setback line of a Lot is 50 feet.

Section 12. Building Materials. All Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any Dwelling Unit or other permitted structure on any Lot, and no roll roofing of any description or character shall be used on the roof of any Dwelling Unit or other permitted structure on any of said Lots.

Section 13. Exterior Building Surfaces and Colors. All exterior building surfaces, materials, and colors shall be approved by the Architectural Control Committee.

Section 14. Driveways. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width.

Section 16. Sidewalks. Concrete sidewalks within the street rights-of-way in front of the lots will be constructed in accordance to Plans and specifications for this Subdivision on file with the City of Fort Wayne. Installation of said sidewalks shall be the obligation of the Owner of any such Lot, exclusive of the Developer.

Section 17. Fencing. The only fencing permitted shall be a split rail (two rails high) or a picket fence, either not to exceed four feet high or a privacy fence around an immediate patio of not more than six feet which must be approved by the Architectural Control Committee in writing, unless a variance from this fence requirement shall have been approved in writing by the Architectural Control Committee.

Section 18. Pools and Hot Tubs. No above ground pool which requires a filtration system or other above ground pool which is more than six (6) feet in diameter and 18 inches deep shall be placed or maintained on any Lot without the prior written approval of the Architectural Control Committee in accordance with Article V. At the time of installation of any type of pool or hot tub safety fencing must also be installed in accordance to Article VI, Section 17.

Section 19. Mailboxes. The initial type and location of mailbox stations shall be the responsibility of the Developer.

Section 20. Radio and Television Antennas. No radio or television antenna with more than thirty (30) square feet of grid area or which attains a height of six (6) feet above the highest point of the roof shall be attached to any Dwelling Unit. No free standing radio or television antenna shall be permitted on any Lot. No television receiving disk or dish shall be permitted on any Lot or on any Dwelling Unit. No solar panels attached or detached shall be permitted.

Section 21. Insurance and Repair and Rebuild.

The Owner of each Lot upon which a dwelling is located shall be required to obtain insurance for the property against loss or damage by fire, vandalism, malicious mischief, and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the improvements, and against such other hazards and for such amounts as the Board Of Directors of the Association shall deem advisable. Insurance replacement cost shall be deemed the cost of restoring the improvements or any part thereof to substantially the same condition in which they existed prior to damage and destruction. If the improvements are damaged by fire or other casualty which is insured against, the insurance proceeds shall be paid to the Owner of said Lot and his mortgagee, if any, and such Owner and mortgagee shall use the same to rebuild the improvements. If all or any portion of a Dwelling Unit is destroyed by fire or other casualty, then the Owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such Dwelling Unit in a manner which will substantially restore it to its condition as existed immediately prior to the casualty. No improvement upon a Lot which has been partially or totally destroyed by fire or other casualty shall remain in such

condition for more than three (3) months from the time such destruction or damage occurred.

As an ongoing maintenance, each Lot Owner shall, at his sole cost and expense, repair his Dwelling Unit, keeping the same in a condition comparable to the condition of such Dwelling Unit at the time its initial construction was completed, excepting only usual wear and tear.

Section 22. Utility and Underground Drainage Easements. Easements for the installation and maintenance of utilities and underground drainage facilities are reserved as shown on the recorded plat. No Owner of any Lot shall erect or grant to any person, firm, or corporation, the right, license, or privilege to erect or use or permit the use of overhead wires, poles, or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any Dwelling Unit or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Lots. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance, and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn, or landscaping which may result from installation, repair, or maintenance of such service.

Section 23. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets shown on this plat are hereby reserved and granted to the Developer, the Association, the Exclusive Builder and any public or quasi-public utility company engaged in supplying one or more of the utility services contemplated in Sections 22 and 23 or this Section 24 of Article VI, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain, and remove all and every type of gas main, water main, and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 24. Flood Protection Grade. In order to minimize potential damages from surface water, flood protection grades are established as follows: all Dwelling Units to be constructed on the Lots designated herein shall be constructed at or above the minimum flood protection grades. Such grades shall be the minimum elevation of a first floor or the minimum sill elevation of any opening below the first floor. The flood protection grade for the Lots are as specified in the recorded plat.

Section 25. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained, or used on any Lots.

Section 26. Sanitary Sewer Restrictions. No rain and storm water runoff or such things as sump pump water discharge, roof water, street pavement, and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Runoff Sewer System.

Section 27. Use of Other Structures and Vehicles. No structure of a temporary character, trailer, boat trailer, boat, truck, commercial vehicle, recreational vehicle (RV), camper shell, all terrain vehicle (ATV), camper or camping trailer, tent, shack, garage, barn, dog house, or other outbuilding shall be either used or located on any Lot, or adjacent to any Lot, or right-of-way within the Subdivision at any time, or used as a residence either temporarily or permanently. No vehicle or automobile which is inoperable, unlicensed or unregistered or any vehicles of any description other than normal passenger automobiles, shall be habitually or repeatedly parked or kept on any Lot (except in the garage) in the Villas Of Creekwood. Picnic tables, swing sets

Or clothes lines may not be located on any lot, common area or right-of-way.

Section 28. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

Section 29. Drilling, Refining, Quarrying, and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 30. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising such Lot for sale or rent, or used by a builder to advertise such Lot during the construction and sales period. The Developer or a builder with approval by the Developer, shall have the right to (a) erect larger signs allowed by applicable zoning regulations when advertising the subdivision and (b) place signs on Lots designating the Lot number of said Lots. This restriction shall not prohibit placement of occupant name signs and Lot numbers as allowed by applicable zoning regulations.

Section 31. Trash and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. No outside incinerators shall be kept or allowed on any Lot.

Section 32. Fires. No outdoor fires for the purpose of burning leaves, grass, or other forms of trash shall be permitted to burn upon any street roadway or Lot in this Subdivision, other than that as related to the construction of a dwelling unit.

Section 33. Rights of Ingress and Egress. The rights of ingress and egress to the Subdivision shall only be in such locations as shown on the Plans and Specifications of the Subdivision.

Section 34. Enforceability. The Association, the Developer, the City of Fort Wayne Plan Commission, and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association, the Developer, the City of Fort Wayne Plan Commission, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 35. Partial Invalidation. Invalidation of any one of the provisions of this Dedication by judgment or court order shall in no way affect any other provision(s) which shall remain in full force and effect.

Section 36. Exclusive Builder. Sterling Homes, Inc. an Indiana company, is designated the exclusive builder for the Villas of Creekwood. No house shall be built upon a lot in the Villas Of Creekwood by any builder other than Sterling Homes, Inc. unless a written waiver of this restriction has been obtained from the Developer. This restriction applies also in case of rebuilding on a lot due to damage from fire or other casualty.

Section 37. Limited Use Of the Ponds. The Ponds are intended for detention basins for storm water runoff for Villas of Creekwood and the general Creekwood subdivision. The Ponds are not intended for other recreational uses, and as such, no swimming, skating, boating or other recreational uses of the Ponds shall be permitted. Neither the Association, the Developer, the Exclusive Builder, nor any member thereof, nor any of their respective heirs, personal representatives, successors, or assigns shall be liable to anyone by reason of any mistake in judgement, negligence, or nonfeasance arising out of or relating to the usage of the Ponds, nor shall they, or any of them, be responsible or liable for any structural defects, drainage problems, personal injury or material damage relating to the Ponds.

Section 38. Covenants, Restrictions, and Extensions. The covenants and restrictions

herein contained shall run with the land, and be effective for a term of twenty (20) years from the date this Dedication is recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided this Dedication may be amended by an instrument signed by not less than 75% of the Lot Owners, and provided further, the Developer, its successors, or assigns shall, with the approval of the City of Fort Wayne Plan Commission, have the exclusive right for a period of two (2) years from the date of recording of this Dedication to amend any of the provisions of this Dedication.

IN WITNESS WHEREOF, Sterling C.V. Development, Owner of the real estate described in this Dedication has set its hand this 13 day of Nov., 2001.

By: Nandita Chatterjee
Nandita Chatterjea, Member
Sterling C.V. Development, LLC

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before the undersigned, a Notary Public in and for said County and State, personally appeared Nandita Chatterjea, member of Sterling C.V. Development, LLC., and acknowledged the execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth this 13th day of Nov., 2001.

LINDA L FELGER NOTARY PUBLIC ALLEN CO., INDIANA

Linda L. Felger
Notary Public

LINDA L FELGER
Notary Public State of Indiana
Allen County, IN
My Commission Expires Feb. 19, 2008

Printed Name

My Commission Expires:

Feb. 19, 2008

County of Residence:

Allen

Prepared by: Gerald E. Rocke
Rocke & Associates