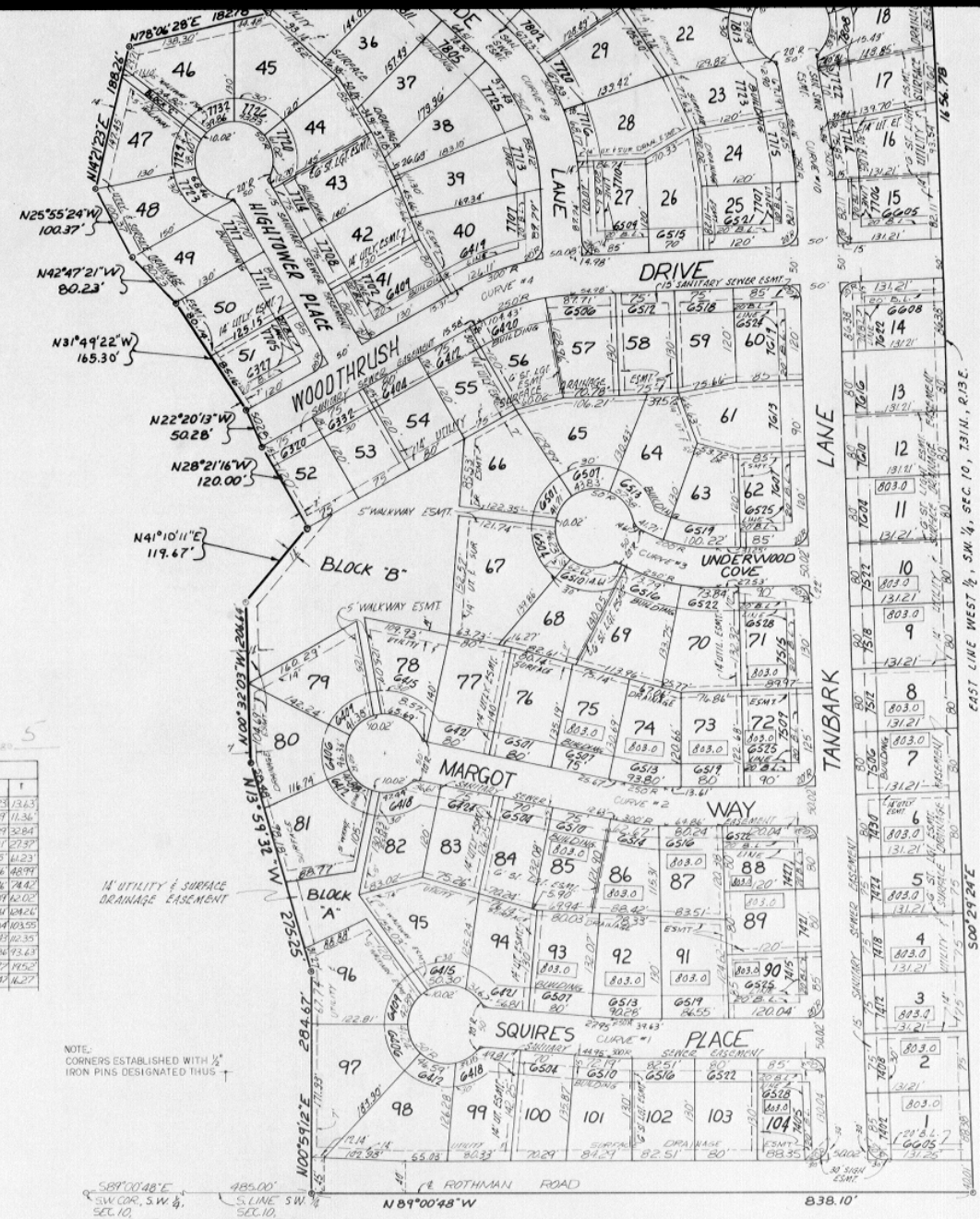


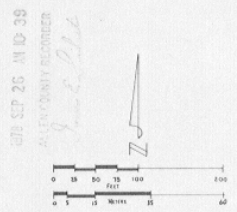
23	50	12.90	12.86	07°23'20"
24	250	32.44	32.47	03°43'25"
27	300	32.33	33.31	23°55'13"
28	300	18.79	18.02	14°30'34"
29	300	62.83	67.78	10°28'59"
30	300	67.15	67.69	26°25'12"
33	280	64.97	64.50	09°13'11"
34	300	63.40	63.15	26°03'15"
35	300	16.05	16.10	04°23'49"
38	250	97.65	96.89	11°03'53"
39	250	05.42	04.71	07°45'15"
40	300	10.80	10.19	10°34'50"
44	50	11.02	12.30	34°57'35"
45	50	43.83	42.44	25°06'46"
46	50	39.84	38.81	22°50'11"
BLOCK 7	50	10.02	10.00	05°44'21"
47	50	34.10	37.45	22°07'02"
48	50	18.84	18.24	21°53'39"
54	250	88.85	88.39	10°11'54"
57	200	32.73	32.79	35°15'04"
43	200	18.87	18.63	09°52'46"
44-E	200	27.10	27.08	03°52'55"
64-W	50	57.98	54.28	32°52'28"
65	50	43.83	42.44	25°06'46"
66	50	11.71	10.51	23°53'51"
BLOCK 8	50	10.02	10.00	05°44'21"
67	50	14.23	14.60	26°29'15"
68	50	12.42	12.41	35°52'51"
69	250	78.79	73.52	08°27'19"
70	250	16.31	16.24	05°18'23"
74	250	54.52	54.41	08°14'50"
78	50	15.67	15.07	37°38'25"
BLOCK 9	50	10.02	10.00	05°44'21"
79	50	41.38	40.27	23°42'35"
80	50	44.34	44.72	24°33'45"
81	50	40.88	39.75	23°28'19"
BLOCK A	50	10.02	10.00	05°44'21"
82	50	47.44	45.48	27°10'51"
86	300	50.04	49.99	04°46'42"
87	300	15.38	15.38	01°28'08"
92	250	22.70	22.49	02°36'05"
94	50	31.17	31.14	18°08'37"
95	50	30.30	28.21	28°49'22"
BLOCK A	50	10.02	10.00	05°44'21"
96	50	42.81	41.57	24°34'34"
97	50	11.24	10.08	23°37'44"
98	50	46.07	44.82	24°41'33"
99	50	39.10	38.11	22°24'07"
101	300	22.24	22.23	02°36'05"
BLOCK D	50	10.01	10.05	05°46'05"
37	250	13.75	13.73	01°34'49"



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STREET CURVE DATA

STREET	CURVE	R	Δ	L	C	T
SQUIRES PLACE	NO.1	300	65°32'10"	2724	2723	13.63
MARGOT WAY	NO.2	300	65°21'00"	2270	2269	11.36
UNDERWOOD COVE	NO.3	300	67°31'32"	1628	1626	48.99
UNDERWOOD DRIVE	NO.4	300	67°31'32"	1628	1626	48.99
FIDGESIDE LANE	NO.8	300	45°20'00"	191.35	191.34	103.55
FIDGESIDE LANE	NO.9	300	45°20'00"	215.00	214.99	122.35
TANBARK LANE	NO.10	300	45°20'00"	179.17	179.16	93.63
TANBARK LANE	NO.10	300	45°20'00"	38.99	38.99	195.52
TANBARK LANE	NO.10	300	45°20'00"	32.49	32.47	142.7



NOTE:
CORNERS ESTABLISHED WITH 1/2" IRON PINS DESIGNATED THUS +

THE UNDERSIGNED SURVEYOR HAS DETERMINED THAT THE TRACT OF LAND HEREIN SUBDIVIDED INTO LOTS 1 THRU 104 OF TANBARK, SEC. 10, T.31N., R.13E., ALLEN COUNTY, INDIANA, LIES OUTSIDE THE FLOOD PLAIN OF THE REGULATORY FLOOD AS DEFINED IN THE ZONING ORDINANCE OF ALLEN COUNTY, INDIANA AS AMENDED JUNE 27, 1974.

TANBARK TRAILS SECTION I

A SUBDIVISION IN THE W 1/2 OF THE SW 1/4 OF SECTION 10, T.31N., R.13E., ALLEN COUNTY, INDIANA

CONFIRMED BY THE ZONING ADMINISTRATOR OF ALLEN COUNTY ON THIS 19 DAY OF JULY, 1978

DEVELOPED BY:
NORTH EASTERN ENTERPRISES INC.
6700 EAST STATE BLVD.
FORT WAYNE, INDIANA

THIS PLAT PREPARED BY AND CERTIFIED ON THIS 14 DAY OF JULY, 1978

TURNBELL - GREEN AND ASSOCIATES, INC. ENGINEERS AND SURVEYORS
510 TENNESSEE AVENUE
FORT WAYNE, INDIANA 46806

PAID FOR TAXATION
JULY 28 1978
J. M. H. HUBBARD
CLERK OF ALLEN COUNTY



Keith E. Smith
REGISTERED LAND SURVEYOR

JACK G. SUTER

LEGAL DESCRIPTION FOR TANBARK TRAILS, SECTION I
A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER
OF SECTION 10, TOWNSHIP 31 NORTH, RANGE 13 EAST
ALLEN COUNTY, INDIANA

A part of the West half of the Southwest quarter of Section 10, Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows: Commencing at the Southwest corner of the Southwest quarter of Section 10, Township 31 North, Range 13 East; thence South 89 degrees 00 minutes 48 seconds East along the South line of the Southwest quarter of said Section 10, said line being also the centerline of Rothman Road, a distance of 485.00 feet to the point of beginning; thence North 00 degrees 59 minutes 12 seconds East a distance of 284.67 feet; thence North 13 degrees 59 minutes 32 seconds West a distance of 275.25 feet; thence North 00 degrees 32 minutes 03 seconds West a distance of 206.64 feet; thence North 41 degrees 10 minutes 11 seconds East a distance of 119.67 feet; thence North 28 degrees 21 minutes 16 seconds West a distance of 120.00 feet; thence North 22 degrees 20 minutes 13 seconds West a distance of 50.28 feet; thence North 31 degrees 49 minutes 22 seconds West a distance of 165.30 feet; thence North 42 degrees 47 minutes 21 seconds West a distance of 80.23 feet; thence North 25 degrees 55 minutes 24 seconds West a distance of 100.37 feet; thence North 14 degrees 21 minutes 23 seconds East a distance of 188.26 feet; thence North 78 degrees 06 minutes 28 seconds East a distance of 182.78 feet; thence North 45 degrees 29 minutes 24 seconds West a distance of 100.90 feet; thence North 65 degrees 24 minutes 46 seconds East a distance of 175.36 feet; thence North 72 degrees 34 minutes 52 seconds East a distance of 50.47 feet; thence North 63 degrees 58 minutes 09 seconds East a distance of 112.12 feet; thence South 45 degrees 29 minutes 24 seconds East a distance of 296.14 feet; thence North 44 degrees 37 minutes 08 seconds East a distance of 181.76 feet; thence North 89 degrees 30 minutes 36 seconds East a distance of 269.46 feet to a point on the East line of the West half of the Southwest quarter of Section 10 aforementioned; thence South 00 degrees 29 minutes 24 seconds East along the said East line a distance of 1656.78 feet to a point on the South line of the Southwest quarter of Section 10; thence North 89 degrees 00 minutes 48 seconds West along the said South line a distance of 838.10 feet to the point of beginning containing 34.06 acres more or less.

I, Keith E. Smith, hereby certify that I am a Land Surveyor licensed in compliance with the laws of the State of Indiana, and that this plat correctly represents a survey completed by me June 14, 1978; that all markers shown thereon actually exist and that their location, size, type, and material are accurately shown. Said lots are numbered 1 thru 104, both inclusive.

Keith E. Smith
Keith E. Smith
Registered Land Surveyor

1978 SEP 26 AM 10:39
ALLEN COUNTY RECORDER
James E. Schmitt

DULY ENTERED FOR TAXATION

SEP 24 1978

James D. Uebelacker
AUDITOR OF ALLEN COUNTY

INSTRUMENT L 9325



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66-114-11 8/2/78

**DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO
AND MADE A PART OF THE DEDICATION AND PLAT OF
TANBARK TRAILS, SECTION I
A SUBDIVISION IN ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA**

North Eastern Enterprises, Inc., an Indiana corporation, by Joseph L. Zehr, its President and Arlene K. Duncan, its Secretary hereby declares that it is the Owner 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 said plat, being the certified plat appended hereto and incorporated herein. The subdivision shall be known and designated as TANBARK TRAILS, SECTION I, a Subdivision in St. Joseph Township, Allen County, Indiana.

The Lots are numbered from 1 through 104 inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. All street rights-of-way and walkway easements specifically shown or described are hereby expressly dedicated to public use for the usual and intended purposes. Utility easements are likewise reserved for their usual and intended purposes.

PREFACE

TANBARK TRAILS, SECTION I, is a portion of a tract of real estate which will ultimately be subdivided into approximately 220 residential lots, all to be included and known as Tanbark Trails by various numerical sections. At the time of recordation of the Plat of Tanbark Trails, Section I, and its appended Protective Restrictions and Covenants, there were recorded Articles of Incorporation of TANBARK TRAILS COMMUNITY ASSOCIATION, INC., it being plattor's intention that each owner of a Lot in any section of Tanbark Trails shall become a member of said Community Association and shall be bound by its Articles of Incorporation and By-Laws.

The various sections of Tanbark Trails are a portion of a larger tract of real estate in St. Joseph Township, Allen County, Indiana, which lies within the same drainage shed and whose surface waters drain into the same common impoundment basin. Said common impoundment basin lies contiguous to and North of Eldrado Hills, Section IV, lies within the jurisdiction of the Allen County Surveyor and is physically maintained by the Eldrado Hills Community Association, Inc. Owners of residential lots in the larger tract within said drainage shed shall either be required to become members of Eldrado Hills Community Association, Inc. and thereby contribute to the maintenance of said common impoundment basin, or shall be required to become members of separate Community Association which shall be required to contribute to Eldrado Hills Community Association, Inc. the pro rata share of the cost of maintaining said common impoundment basin based upon percentage of use of the total capacity of said common impoundment basin by the various property owners of Associations of property owners.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to TANBARK TRAILS COMMUNITY ASSOCIATION, INC., its successors and assigns.

Section 2. "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 TANBARK TRAILS and its various Sections, including Section I, and including contract sellers, excluding those having such interest merely as security for the performance of an obligation.



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Section 3. "Common Area: shall mean all real property owned by the Association for the common use and enjoyment of the owners, including parks, play lots, play mocusles and picnic areas shown and designated on the plat.

Section 4. "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 70 feet in width at the established building line as shown on this plat.

Section 5. "Common Impoundment Basin" shall be that basin into which the surface drainage waters of Tanbark Trails, Section I drain in common with other Sections of Tanbark Trails and other areas included within the common drainage shed.

Section 6. "By-Laws" shall mean the By-Laws initially adopted by TANBARK TRAILS COMMUNITY ASSOCIATION, INC., an all amendments thereto.

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 Areas 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 Areas;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment 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) The right of the Association to dedicate or transfer all or any part of the Common Areas 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 By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, his guests or invitees or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment 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 membership:

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Class A. Class A members shall be all Owners exclusive of North Eastern Enterprises, Inc. Owners shall be entitled to one (1) vote for each Lot owned.

Class B. Class B member(s) shall be North Eastern Enterprises, Inc. which shall be entitled to 500 votes less that number of votes which Class A Members are entitled to exercise. Class B Membership shall cease upon the happening of either of the following events:

(a) when fee simple title to all Lots in all Sections of Tanbark Trails have been conveyed by North Eastern Enterprises, Inc., or

(b) On December 31, 1983.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner, exclusive of North Eastern Enterprises, Inc., hereby covenants and each Owner of any Lot by acceptance of a deed therefor, 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, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, and welfare of the residents in Tanbark Trails and for the improvement and maintenance of the Common Areas and of the facilities thereon. In addition, assessments shall be levied to provide for TANBARK'S proportionate burden of the maintenance of the common impoundment basin into which its surface waters drain.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Thirty Dollars (\$30.00) per Lot.

(a) 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 each year not more than 3% 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 3% by the vote or written assent of 51% of each class of members.

(c) The Board of Directors may fix the annual assessments 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 for the purpose of defraying, in whole or in part, the cost of any new construction or repair or replacement thereof, or a



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capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 75% of each class of members, and provided, further, that no such special assessments for any such purpose shall be made if the taking of such assessment shall in any way jeopardize or affect the Association's ability to improve and maintain its Common Areas or to pay its pro rata share of the cost of maintaining the Common Impoundment Basin.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Any action authorized under Sections 3 or 4 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 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 or yearly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Areas. 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 due dates shall be established by the Board of Directors. 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. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8% per annum. The association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. 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 mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by the Architectural Control Committee, such Committee to be composed of three members, the first Committee members to be: Joseph L. Zehr, Orrin R. Sessions and Arlene K. Duncan. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate

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a successor. In the event said Board, or the Architectural Control Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI
GENERAL PROVISIONS

Section 1. 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 house shall include not less than a two car garage, which shall be built as part of said structure and attached hereto.

Section 2. No building shall be built on any Lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeway or garage, of less than 1350 square feet for a one-story dwelling, nor less than 950 square feet for a dwelling of more than one-story.

Section 3. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than a distance of seven (7) feet to an interior Lot line. No dwelling shall be located on lots numbered 21, 30 thru 34 inclusive and 46 thru 49 inclusive and 52 thru 54 inclusive and 66 thru 67 inclusive and 78 thru 79 inclusive nearer than fifteen (15) feet to the rear lot line. No dwelling shall be located on Lots numbered 1 thru 20 inclusive and 22 thru 29 inclusive and 35 thru 45 inclusive and 50 thru 51 inclusive and 55 thru 65 inclusive and 68 thru 77 inclusive and 80 thru 104 inclusive nearer than twenty five (25) feet to the rear lot line.

Section 4. No dwelling shall be erected or placed on any Lot having a width of less than 70 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any Lot having an area of less than 8,000 square feet.

Section 5. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven (7) feet of each Lot, or as shown on the 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 overhead facilities of any kind for electrical, telephone 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 house 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 and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes. 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 5 (a). Surface Drainage Easements and Common Areas used for drainage purposes as shown on the plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the County Survey or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain, or to require

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such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

Section 6. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7. No structure of a temporary character, trailer, boat, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be either used or located on any Lot at any time or used as a residence either temporarily or permanently.

Section 8. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 9. No radio or television antenna with more than thirty (30) square feet of grid area or which attains a height in excess of six (6) feet above the highest point of the roof shall be attached to any dwelling house. No free standing radio or television antenna shall be permitted on any Lot.

Section 10. 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 11. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

Section 12. 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 incinerators or outside incinerators shall be kept or allowed on any Lot.

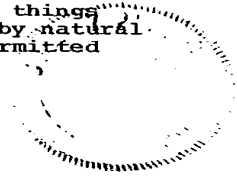
Section 13. All building shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any building on any lots of said Subdivision, and no roll roofing of any description or character shall be used on the roof of any dwelling house or attached garage on any of said Lots.

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

Section 15. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lots in the Subdivision.

Section 16. In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby reserved and granted to all Public Utility Companies, the proprietors of the land herein platted, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main, and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 17. No rain and storm water run off or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted



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to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Run Off Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Run Off Sewer System.

Section 18. No driveway access shall be permitted for Lots numbered 1 and 97 thru 104 inclusive onto the Rothman Road right-of-way.

Section 19. Before any house or building on any Lot or tract in this Subdivision shall be used and occupied as a dwelling or as otherwise provided by the Subdivision restrictions above, the developer or any subsequent owner of said Lot or tract shall install improvements serving said Lot or tract as provided in said plans and specifications for this Addition filed with the Board of County Commissioners. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana, or by any aggrieved Lot owner in this Subdivision.

Section 20. Before any Lot or tract may be used or occupied, such user or occupier shall first obtain from the Allen County Zoning Administrator the Improvement Location Permit and Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Section 21. Lots numbered 1 thru 11 inclusive and 71 thru 75 inclusive and 85 thru 93 inclusive and 104 shall have minimum slab elevations of not less than the 803.0 feet above Mean Sea Level.

Section 22. The Association, North Eastern Enterprises, Inc. or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 23. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

Section 24. No Lot or combination of lots may be further subdivided until approval therefor has been obtained from the Allen County Plan Commission.

Section 25. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date these covenants and restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these covenants and restrictions may be amended by an instrument signed by not less than 75% of the Lot Owners, and provided further, North Eastern Enterprises, Inc., its successors or assigns shall have the exclusive right of two (2) years from the date of recording of the plat to amend any of the Covenants and Restrictions, with the approval of the Allen County Plan Commission, except Section 2 above.

IN WITNESS WHEREOF, North Eastern Enterprises, Inc., an Indiana corporation, by Joseph L. Zehr, its President, and Arlene K. Duncan, its Secretary, Owner of the real estate described in said plat, has hereunto set its hand and seal by its duly authorized officers this 14th day of June, 1978.

NORTH EASTERN ENTERPRISES, INC.

By 
Joseph L. Zehr, President

By 
Arlene K. Duncan, Secretary

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STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a Notary Public, in and for said County and State, personally appeared Joseph L. Zehr and Arlene K. Duncan, known to me to be the duly authorized and acting President and Secretary respectively of NORTH EASTERN ENTERPRISES, INC. and acknowledged the voluntary execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth, this 14th day of June, 1978.

WITNESS my hand and Notarial Seal.

My Commission Expires:
April 12, 1981

Carolyn S. Wyant
Carolyn S. Wyant Notary Public
Notary is a resident of Allen County

BOARD OF PUBLIC WORKS
FORT WAYNE, INDIANA

APPROVALS

ALLEN COUNTY PLAN COMMISSION

Henry P. Wehrenberg
Henry P. Wehrenberg
Ethel H. Lamar
Ethel H. Lamar

William V. Sowers
William V. Sowers, President

Max G. Scott
Max G. Scott
8/2/78

Lesher Gerig
Lesher Gerig, Vice President
James E. Walley
James E. Walley, Secretary

BOARD OF COMMISSIONERS OF
ALLEN COUNTY, INDIANA

Richard M. Ellenwood
Richard M. Ellenwood, President
Vance L. Amstutz
Vance L. Amstutz, Vice President
Jack K. Dunifon
Jack K. Dunifon, Secretary

ALLEN COUNTY SURVEYOR
APPROVED FOR RECORDE ONLY

William L. Sweet
William L. Sweet

HEALTH COMMISSIONER
FORT WAYNE-ALLEN COUNTY
BOARD OF PUBLIC HEALTH

Jane M. Irmsher
Jane M. Irmsher, M.D.

Prepared by: George E. Fruechtenicht, Attorney at Law.