

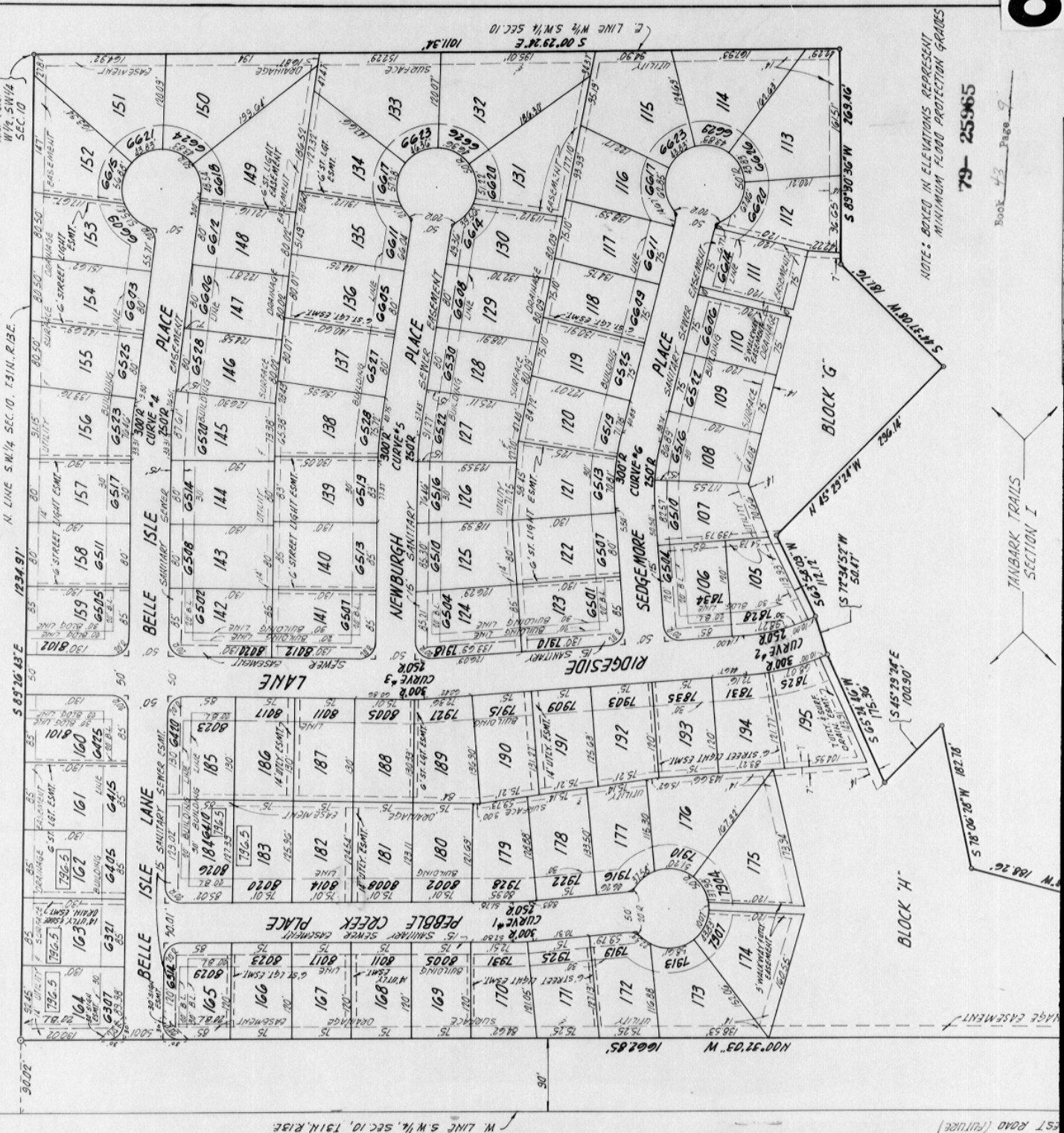
79-25965
N.E. COR. W/4 S.W/4 SEC. 10

79-25965
N.E. COR. W/4 S.W/4 SEC. 10

79-25965
N.E. COR. W/4 S.W/4 SEC. 10

79-25965
N.E. COR. W/4 S.W/4 SEC. 10

79-25965
N.E. COR. W/4 S.W/4 SEC. 10



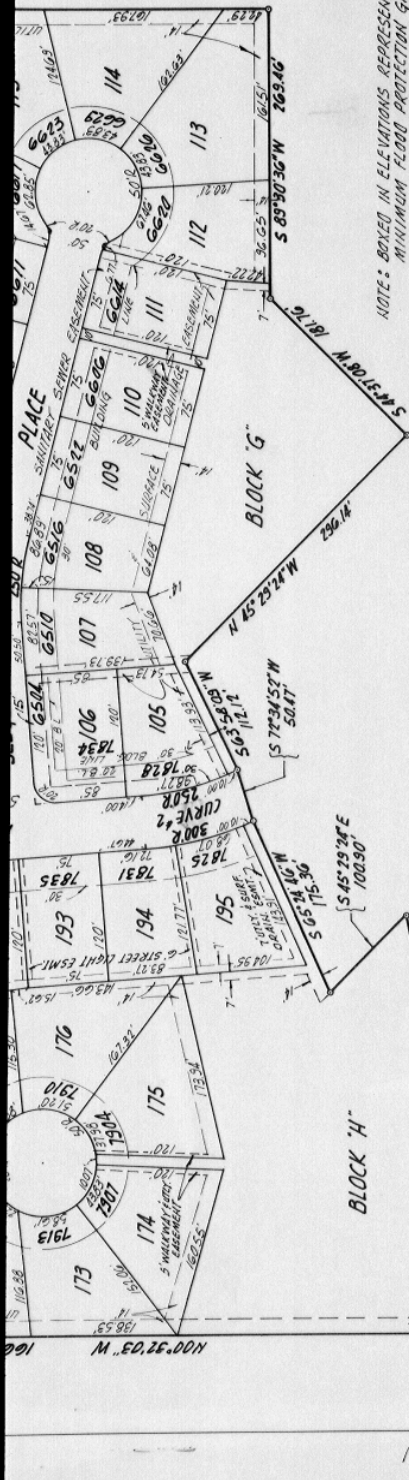
NOTE: BOXED IN ELEVATIONS REPRESENT MINIMUM FLOOD PROTECTION GRADES

79-25965
Book 43 Page 9

TANBARK TRAILS
SECTION I

19 AUG 23 PM 3:55
M. J. SECURITY RECORDER

LOT NO.	R	L	C	%
101	100.00	100.00	0.00	0.00
102	100.00	100.00	0.00	0.00
103	100.00	100.00	0.00	0.00
104	100.00	100.00	0.00	0.00
105	100.00	100.00	0.00	0.00
106	100.00	100.00	0.00	0.00
107	100.00	100.00	0.00	0.00
108	100.00	100.00	0.00	0.00
109	100.00	100.00	0.00	0.00
110	100.00	100.00	0.00	0.00
111	100.00	100.00	0.00	0.00
112	100.00	100.00	0.00	0.00
113	100.00	100.00	0.00	0.00
114	100.00	100.00	0.00	0.00
115	100.00	100.00	0.00	0.00
116	100.00	100.00	0.00	0.00
117	100.00	100.00	0.00	0.00
118	100.00	100.00	0.00	0.00
119	100.00	100.00	0.00	0.00
120	100.00	100.00	0.00	0.00
121	100.00	100.00	0.00	0.00
122	100.00	100.00	0.00	0.00
123	100.00	100.00	0.00	0.00
124	100.00	100.00	0.00	0.00
125	100.00	100.00	0.00	0.00
126	100.00	100.00	0.00	0.00
127	100.00	100.00	0.00	0.00
128	100.00	100.00	0.00	0.00
129	100.00	100.00	0.00	0.00
130	100.00	100.00	0.00	0.00
131	100.00	100.00	0.00	0.00
132	100.00	100.00	0.00	0.00
133	100.00	100.00	0.00	0.00
134	100.00	100.00	0.00	0.00
135	100.00	100.00	0.00	0.00
136	100.00	100.00	0.00	0.00
137	100.00	100.00	0.00	0.00
138	100.00	100.00	0.00	0.00
139	100.00	100.00	0.00	0.00
140	100.00	100.00	0.00	0.00
141	100.00	100.00	0.00	0.00
142	100.00	100.00	0.00	0.00
143	100.00	100.00	0.00	0.00
144	100.00	100.00	0.00	0.00
145	100.00	100.00	0.00	0.00
146	100.00	100.00	0.00	0.00
147	100.00	100.00	0.00	0.00
148	100.00	100.00	0.00	0.00
149	100.00	100.00	0.00	0.00
150	100.00	100.00	0.00	0.00
151	100.00	100.00	0.00	0.00
152	100.00	100.00	0.00	0.00
153	100.00	100.00	0.00	0.00
154	100.00	100.00	0.00	0.00
155	100.00	100.00	0.00	0.00
156	100.00	100.00	0.00	0.00
157	100.00	100.00	0.00	0.00
158	100.00	100.00	0.00	0.00
159	100.00	100.00	0.00	0.00
160	100.00	100.00	0.00	0.00
161	100.00	100.00	0.00	0.00
162	100.00	100.00	0.00	0.00
163	100.00	100.00	0.00	0.00
164	100.00	100.00	0.00	0.00
165	100.00	100.00	0.00	0.00
166	100.00	100.00	0.00	0.00
167	100.00	100.00	0.00	0.00
168	100.00	100.00	0.00	0.00
169	100.00	100.00	0.00	0.00
170	100.00	100.00	0.00	0.00
171	100.00	100.00	0.00	0.00
172	100.00	100.00	0.00	0.00
173	100.00	100.00	0.00	0.00
174	100.00	100.00	0.00	0.00
175	100.00	100.00	0.00	0.00
176	100.00	100.00	0.00	0.00
177	100.00	100.00	0.00	0.00
178	100.00	100.00	0.00	0.00
179	100.00	100.00	0.00	0.00
180	100.00	100.00	0.00	0.00



NOTE: BOYED IN ELEVATIONS REPRESENT MINIMUM FLOOD PROTECTION GRADES

79-25965

Book 42 Page 9

STREET	CURVE	R	Δ	L	C	T
FRANKLIN PLACE	NO. 1	650.00	103.40'	20.34	103.32'	10.17
RIDGEVIEW PLACE	NO. 2	650.00	103.45'	17.17	175.35	33.63
BELLE PLACE	NO. 3	650.00	103.45'	21.74	217.8	102.87
NEWBLOCH PLACE	NO. 4	650.00	103.45'	27.29	277.8	131.37
SCOTTSMORE PLACE	NO. 5	650.00	103.45'	33.84	338.87	166.63
	NO. 6	650.00	103.45'	40.40	404.07	202.23

THE UNDERSIGNED SURVEYOR HAS DETERMINED THAT THE TRACT OF LAND HEREIN SUBDIVIDED INTO LOTS 100 THRU 195 OF TANBARK SECTION III LIES OUTSIDE THE FLOOD PLAN OF THE REGULATORY DISTRICT IN THE ZONING ORDINANCE OF ALLEN COUNTY, INDIANA, AS AMENDED JUNE 21, 1974.

TANBARK TRAILS SECTION III

A SUBDIVISION IN THE W 1/2 OF THE SW 1/4 OF SECTION 10, T31N, R13E, ALLEN COUNTY, INDIANA

AUG 28 1979
Auditor of Allen County

THIS PLAT PREPARED BY AND CERTIFIED ON THIS 17th DAY OF July 1978



Keith E. Smith
REGISTERED LAND SURVEYOR

TURNBELL - GREEN AND ASSOCIATES, INC. ENGINEERS AND SURVEYORS
6700 EAST STATE BLVD.
FORT WAYNE, INDIANA

For Amendment of Subdivision Change - (2-1-86), see also 81-6150-2-31-81-87
FOR AMENDMENT REST & COVENANTS CASEMENT See Doc 200031720
FOR AMENDMENT & COVENANTS CASEMENT - Doc. 203070681

JACK G. SUTER

CONFIRMED BY THE ZONING ADMINISTRATOR OF ALLEN COUNTY ON THIS 17th DAY OF July 1978

7-14-03

79- 25965

Book 43 Page 10

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

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 a distance of 90.03 feet to the Southwest corner of Tanbark Trails, Section II, a subdivision in the aforesaid Section, Township, and Range; thence North 00 degrees 32 minutes 03 seconds West along the West boundary line of Tanbark Trails, Section II, a distance of 996.01 feet to the point of beginning; thence North 00 degrees 32 minutes 03 seconds West along a line parallel with and 90 feet East by right angle measurement of the West line of the Southwest quarter of said Section 10 a distance of 1662.85 feet to a point on the North line of the Southwest quarter of said Section 10; thence South 89 degrees 26 minutes 43 seconds East along the said North line a distance of 1234.91 feet to the Northeast corner of the West half of the Southwest quarter of said Section 10; thence South 00 degrees 29 minutes 24 seconds East along the East line of the West half of the Southwest quarter of said Section 10 a distance of 1011.34 feet to the Northeast corner of Lot #19 in Tanbark Trails, Section I, a subdivision in the aforesaid Section, Township, and Range; thence along the Northerly and Westerly boundary of Tanbark Trails, Section I, by the following described courses: South 89 degrees 30 minutes 36 seconds West a distance of 269.46 feet; thence South 44 degrees 37 minutes 08 seconds West a distance of 181.76 feet; thence North 45 degrees 29 minutes 24 seconds West a distance of 296.14 feet; thence South 63 degrees 58 minutes 09 seconds West a distance of 112.12 feet; thence South 72 degrees 34 minutes 52 seconds West a distance of 50.47 feet; thence South 65 degrees 24 minutes 46 seconds West a distance of 175.36 feet; thence South 45 degrees 29 minutes 24 seconds East a distance of 100.90 feet; thence South 78 degrees 06 minutes 28 seconds West a distance of 182.78 feet; thence South 14 degrees 21 minutes 23 seconds West a distance of 188.26 feet; thence South 25 degrees 55 minutes 24 seconds East a distance of 100.37 feet; thence South 42 degrees 47 minutes 21 seconds East a distance of 80.23 feet to the Northeast corner of Block "I" in Tanbark Trails, Section II; thence leaving the Tanbark Trails, Section I, boundary and proceeding along the North boundary of Tanbark Trails, Section II, South 61 degrees 38 minutes 44 seconds West a distance of 291.05 feet to the point of beginning containing 32.26 acres more or less.

DUAL ENTERED FOR TAXATION

AUG 23 1979

Alvin J. Gresham
AUDITOR OF ALLEN COUNTY

INSTRUMENT # 6918

I, Keith E. Smith, hereby certify that I am a Land Surveyor licenses in compliance with the laws of the State of Indiana, and that this plat correctly represents a survey completed by me July 12, 1978, that all markers shown thereon actually exist and that their location, size, type, and material are accurately shown. Said lots are numbered 105 thru 195, both inclusive.

Keith E. Smith
Keith E. Smith
Registered Land Surveyor



79 25965

**DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO
AND MADE A PART OF THE DEDICATION AND PLAT OF
TANBARK TRAILS, SECTION III
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 III, a Subdivision in St. Joseph Township, Allen County, Indiana.

The lots are numbered from 105 through 195 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 III, 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 Associations which shall be required to contribute to Eldrado Hills Community Association, Inc. the prorata 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 III, and including contract sellers, excluding those having such interest merely as security for the performance of an obligation.

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 modules and picnic areas shown and designated on the plat.

79 25965

Section 4. "Lot" shall mean either any of said lots as platted 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 III, 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., and 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:

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.

79 25965

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(s) 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 any 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 of a 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 assessment 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 prorata share

79 25965

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 date 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 nonuse 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 and 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 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

79 25965

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 thereto.

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 107 thru 111 inclusive, 174, 175 and 195 nearer than fifteen (15) feet to the rear lot line. No dwelling shall be located on lots numbered 105, 106, 112 thru 173 and 176 thru 194 all 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 run-off 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 Surveyor 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 such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

79 25965

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

79 25965

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 from lots numbered 164 thru 173 onto Maplecrest Road right-of-way.

Section 19. Before any house or building on any lot 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 shall install improvements serving said lot 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 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 162 thru 164 inclusive and 183 thru 184 inclusive shall have minimum slab elevations of not less than the 796.5 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 restriction 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 12th day of July, 1978.

NORTH EASTERN ENTERPRISES, INC.

By: 
Joseph L. Zehr, President

By: 
Arlene K. Duncan, Secretary

79 25965

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

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 12th day of July, 1978.

WITNESS my hand and Notarial Seal.

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

My Commission Expires:

April 12, 1981

APPROVALS

BOARD OF PUBLIC WORKS
FORT WAYNE, INDIANA

Henry P. Wehrenberg
Henry P. Wehrenberg
Ethel H. LaMar
Ethel H. LaMar
Max G. Scott
Max G. Scott 7/6/78

ALLEN COUNTY PLAN COMMISSION

8-11-78
William V. Sowers
William V. Sowers, President
Zester Gerig
Zester 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 DRAINAGE ONLY

William L. Sweet 8-25-78
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



79 25965