



Secondary Plat of:

ASLAN PASSAGE, SECTION II

A subdivision of part of the Southwest and Southeast Quarters of Section 21,
Township 32 North, Range 12 East, Allen County, Indiana.

Developer:
NWM Corp.
10808 La Cabreah Lane
Fort Wayne, IN 46845
Tel: 260/489-7095

Surveyor-Planner:
Sauer Land Surveying, Inc.
14033 Illinois Road, Suite C
Fort Wayne, IN 46814
Tel: 260/469-3300

Part of the Southwest and Southeast Quarters of Section 21, Township 32 North, Range 12 East, Allen County, Indiana, being more particularly described as follows, to-wit:

Commencing at the South Quarter corner of said Section 21, being marked by a cast iron monument; thence North 01 degrees 51 minutes 13 seconds West, on and along the West line of said Southeast Quarter, a distance of 689.70 feet to a 55 rebar at an Eastern corner of Aslan Passage, Section I, as recorded in Plat Cabinet G, page 177, in the Office of the Recorder of Allen County, Indiana; thence North 88 degrees 29 minutes 35 seconds East, on and along a South line of said Aslan Passage, Section I, a distance of 75.00 feet to a 45 rebar; thence North 01 degrees 49 minutes 36 seconds West, on and along the East line of said Aslan Passage, Section I, a distance of 355.55 feet to a 45 rebar at the Northeast corner thereof, this being the true point of beginning; thence North 01 degrees 49 minutes 36 seconds West, a distance of 907.38 feet to a 45 rebar; thence North 01 degrees 49 minutes 36 seconds West, a distance of 454.95 feet to a 45 rebar; thence North 01 degrees 39 minutes 01 seconds West, a distance of 255.70 feet to a 45 rebar on the North line of said Southwest Quarter; thence South 88 degrees 29 minutes 35 seconds East, on and along said North line, a distance of 1079.84 feet to a 45 rebar at a Northwest corner of a 118.060 acre base tract of real estate described in a deed to NWM Corp. in Document Number 2016038819 in the Office of said Recorder; thence South 01 degrees 49 minutes 36 seconds East, on and along a West line of said 118.060 acre base tract, a distance of 1327.78 feet to a 45 rebar at the Northwest corner of said Aslan Passage, Section I; thence North 88 degrees 29 minutes 35 seconds East, on and along a North line of said Aslan Passage, Section I, a distance of 129.05 feet to a 45 rebar; thence South 11 degrees 24 minutes 59 seconds East, continuing on and along said East line, a distance of 104.18 feet to a 45 rebar; thence South 27 degrees 24 minutes 59 seconds East, on and along a Northeastly line of said Aslan Passage, Section I, a distance of 104.18 feet to a 45 rebar; thence South 63 degrees 35 minutes 39 seconds East, on and along a North line of said Aslan Passage, Section I, a distance of 104.18 feet to a 45 rebar; thence South 87 degrees 12 minutes 39 seconds East, continuing on and along said North line, a distance of 84.03 feet to a 45 rebar; thence North 71 degrees 44 minutes 26 seconds East, continuing on and along said North line, a distance of 655.00 feet to a 45 rebar; thence North 01 degrees 49 minutes 36 seconds East, on and along said North line, a distance of 655.00 feet to a 45 rebar; thence North 01 degrees 49 minutes 36 seconds East, on and along said North line, a distance of 28.40 feet to a 45 rebar; thence North 88 degrees 29 minutes 35 seconds East, on and along a North line of said Aslan Passage, Section I, a distance of 290.00 feet to the true point of beginning, containing 44.896 acres of land, and subject to all easements of record.

NWM Corp., owner by virtue of that certain deed shown in Document Number 2016038819 in the Office of the Recorder of Allen County, Indiana, of the real estate shown and described herein, does hereby lay off, plat, dedicate and subdivide said real estate into lots, streets and easements in accordance with the information shown on the plat. Further, NWM Corp. hereby subjects and impresses all of said land in said subdivision with the limitations and easements attached hereto and made a part thereof by reference. This subdivision shall be known and designated as ASLAN PASSAGE, SECTION II.

IN WITNESS WHEREOF, Joseph L. Zehr, known to me to be the person and President of NWM Corp., organized and existing under the laws of the State of Indiana, has hereunto, on behalf of said NWM Corp., set his hand and seal, this 17th day of October, 2017.

NWM CORP.

By: *[Signature]* John C. Sauer, President

Consent for permanent structures issued by the Allen County Drainage Board on June 22, 2017, in accordance with Indiana Code 36-9-27-72, on file at the Allen County Surveyor's Office as Drainage Board Rec. Doc. #17-155 reference - Aslan Passage, Section II, Regulated Drain, and Doc #17-146 reference - Wilcox Creek, Branch No. 7.

CERTIFICATE OF SURVEYOR

I, John C. Sauer, hereby certify that I am a Land Surveyor registered in compliance with the laws of the State of Indiana; that based on my knowledge, experience and belief this plat and accompanying legal description accurately depicts a subdivision of real estate described in Document Number 2016038819 in the Office of the Recorder of Allen County, Indiana; that following the completion of construction and grading, all corners will be marked with 24 inch long 5/8 rebar bearing plastic caps; that I am a duly licensed Surveyor; and that there has been no change from the matters of survey revealed by the survey referenced herein or any prior subdivision plus contained therein, on any times that are common with this new subdivision.

I, John C. Sauer, certify the above statements to be correct to the best of my information, knowledge and belief. I affirm, under the penalties for perjury, that I have taken reasonable care to reduce each Social Security number in this document, unless required by law.

[Signature]
John C. Sauer, Indiana Land Surveyor
Date: 10/17/2017

This plat lies entirely within a Rule 12 - LAC 865 boundary survey certified by John C. Sauer, Indiana Land Surveyor, and duly recorded under Document Number 2016012596 in the Office of the Recorder of Allen County, Indiana.

APPROVALS

ALLEN COUNTY PLAN COMMISSION
DATE: 10/10/17

[Signature]
SARAH A. MOORE, PRESIDENT

DAVID BAILEY, VICE PRESIDENT

ALLEN COUNTY SURVEYOR
DATE: 10-17-2017

[Signature]
JOHN C. SAUER, ALLEN COUNTY SURVEYOR

ZONING ADMINISTRATOR
DATE: 10/13/17

[Signature]
KIMBERLY BOWMAN, ACP, CLUSTING DIRECTOR

BOARD OF COMMISSIONERS
DATE: 10/10/17

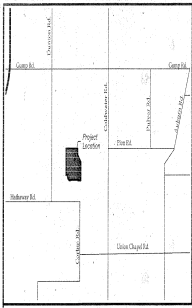
[Signature]
DEREK W. BRIDEN, PRESIDENT

[Signature]
JASON PETER, VICE PRESIDENT

LANA K. BLOOM, SECRETARY

[Signature]
NICHOLAS J. BLOOM, ALLEN COUNTY CLERK

This instrument prepared by John C. Sauer, Indiana Professional Surveyor



BENCHMARKS:
Beginning Benchmark:
NGS7 CORS Base Station RC740039, located at HGO7
Fort Wayne, 5333 Hatfield Road, Fort Wayne, IN
ELEVATION = 853.79 [NAVD 83]

Part Benchmarks:
Plat Benchmark #1:
Top of Bronze Upright installed in the Northwest end of a
concrete Grade Beam, situated near the Northwest corner
Block 'B' of Aslan Passage, Section II, with the elevation
848.96 feet stamped in the disk.

ELEVATION = 848.96 [NAVD 83]

Plat Benchmark #2:
Top of Bronze Upright installed in the middle of a
concrete Grade Beam, situated in the North end of
Block 'B' of Aslan Passage, Section II, with the elevation
853.02 feet stamped in the disk.

ELEVATION = 853.02 [NAVD 83]

PLAT LEGEND

- Plat Boundary Line
- Interior Street and Road Right-of-Way Line
- Interior Lot Line
- Building Set-back Line
- Easement Line
- Mapping Plat Interior Lot Line
- Street Address Number
- Lot Number and Block Designation
- Street Centerline Curve Data
- Minimum Flood Protection Grade

- NOTES:**
1. All buried utilities shall show for the proposed grade of all shown on the approved engineering plans.
 2. U, S, L, E, indicates utility and surface drainage easement.
 3. "S, L, E" indicates side building line on corner lots.
 4. All right-of-way intersection radii are 20 feet.
 5. Elevation indicates minimum flood protection grade.
 6. All common areas to be blanketed utility and surface drainage easements.



AREA TABLE

LOT	Area (sq. ft.)	Area (ac.)
29	22474	0.515
30	21600	0.496
31	21600	0.496
32	21600	0.496
33	21600	0.496
34	21600	0.496
35	21600	0.496
36	21600	0.496
37	21600	0.496
38	21600	0.496
39	21600	0.496
40	21600	0.496
41	21600	0.496
42	21600	0.496
43	21600	0.496
44	21600	0.496
45	21600	0.496
46	21600	0.496
47	21600	0.496
48	21600	0.496
49	21600	0.496
50	21600	0.496
51	21600	0.496
52	21600	0.496
53	21600	0.496
54	21600	0.496
55	21600	0.496
56	21600	0.496
57	21600	0.496
58	21600	0.496
59	21600	0.496
60	21600	0.496
61	21600	0.496
62	21600	0.496
63	21600	0.496
64	21600	0.496
65	21600	0.496
66	21600	0.496
67	21600	0.496
68	21600	0.496
69	21600	0.496
70	21600	0.496
71	21600	0.496
72	21600	0.496
73	21600	0.496
74	21600	0.496
75	21600	0.496
76	21600	0.496
77	21600	0.496
78	21600	0.496
79	21600	0.496
80	21600	0.496
81	21600	0.496
82	21600	0.496
83	21600	0.496
84	21600	0.496
85	21600	0.496
86	21600	0.496
87	21600	0.496
88	21600	0.496
89	21600	0.496
90	21600	0.496
91	21600	0.496
92	21600	0.496
93	21600	0.496
94	21600	0.496
95	21600	0.496
96	21600	0.496
97	21600	0.496
98	21600	0.496
99	21600	0.496
100	21600	0.496

City Area (sq. ft.)

Block A 365414

Block B 17210

Block C 17210

Block D 17210

Block E 17210

REGULATED DRAINAGE EASEMENT NOTE:

A petition addressed to the Allen County Drainage Board has been filed in duplicate with the County Surveyor, requesting that the subdivisions storm drainage system and its easements be accepted into the County's regulated drainage system. The storm drainage system and its easements that are accepted into the County's regulated drainage system are delineated on the plat as Regulated Drainage Easements (RDEs). Regulated Drainage Easements are stormwater easements and drainage rights-of-way that are hereby dedicated to the public and to the Allen County, Indiana, Drainage Board for the sole and exclusive purpose of controlling surface water runoff for the installation, operation, and maintenance of storm sewers and the drains as defined in Allen County Stormwater Management Ordinance. These drainage easements are established under authority of the Indiana Drainage Code and the said flood may exercise powers and duties as provided in said code (e.g., normal drainage assessment per lot). All other storm drainage easements have not been accepted into the County's system. All drainage improvements performed relative to the conveyance of stormwater runoff and the perpetual maintenance thereof, with the latter easements, shall be the responsibility of the owner or homeowners association. The Allen County Drainage Board assumes no responsibility relative to said improvements or the maintenance thereof.

DRAINAGE SYSTEM TABLE

Storm Sewer Drainage 2507.0 feet

Plat Cab. G Page 189

**DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO
THE PLAT OF THE ASLAN PASSAGE, SECTION II SUBDIVISION
IN PERRY TOWNSHIP, ALLEN COUNTY, INDIANA**

NWM Corp., an Indiana Corporation (the "Developer"), by Joseph L. Zehr, President, declares that it is the Owner of the real estate shown and legally described in this plat ("Real Estate"), and lays off, plats and subdivides the Real Estate in accordance with the information shown on the certified plat attached to and incorporated by reference in this document. The platted subdivision shall be known as Aslan Passage Section II, a Subdivision in Perry Township, Allen County, Indiana (the "Subdivision").

The Lots shall be subject to and impressed with the covenants, limitations, easements and restrictions hereinafter set forth. The provisions herein contained shall run with the land and shall inure to the benefit of the Owners of the Lots and the land included therein, and their respective legal representatives, successors, grantees, heirs and assigns.

The Lots are numbered 29 through 65 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 expressly dedicated to public use for their usual and intended purposes.

PREFACE

In addition to the recordation of the Plat and this document, there have been recorded articles of incorporation of Aslan Passage Community Association, Inc. (the "Association"), Each Owner of a Lot in the Subdivision shall be a member of the Association and shall be bound by these articles of incorporation and bylaws, including any lawfully adopted amendments thereto. Each Owner of a Lot shall be a member of the Association. The Developer reserves the right to subdivide and plat nearby and/or adjacent real estate as additional Sections of the Subdivision, and the Lots in such additional Sections subsequently platted and subdivided may also be permitted or required to be members of the Association.

SECTION 1. DEFINITIONS. The following words and phrases shall have the meanings stated, unless the context clearly indicates that a different meaning is intended:

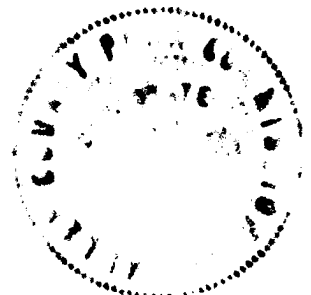
1.1 "Articles." The Articles of Incorporation adopted by the Association and approved by the Indiana Secretary of State, and all amendments to those Articles.

1.2 "Association." Aslan Passage Community Association Inc., an Indiana nonprofit corporation, and its successors and assigns.

RECORDED FOR FILE
FILED FOR RECORDATION
TO FIRST ACCEPTANCE FOR TRANSFER

OCT 24 2017

J. Zehr
ALLEN COUNTY, INDIANA



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1.3 "Association Board of Directors." The duly elected board of directors of the Association.

1.4 "Association By-Laws." The By-Laws adopted by the Association, and all amendments to those By-Laws.

1.5 "Builder." An individual or entity who is licensed to build single-family residential dwellings in the county in which the Subdivision is located and is the Owner of a Lot in the Subdivision.

1.6 "Committee." The Architectural Control Committee established under Section 11 of the Covenants.

1.7 "Common Area." All real property owned by the Association for the common use and enjoyment of members of the Association.

1.8 "Covenants." This document and the restrictions, limitations and covenants contained herein or imposed pursuant thereto.

1.9 "Developer." NWM Corp., an Indiana corporation, its assigns and successors in interest in the Real Estate, including any entity Developer may designate in a recorded document as a Successor Developer. A Successor Developer, if so designated, succeeds to all of the rights under this Plat of the original Developer named herein.

1.10 "Lot," and in plural form, "Lots." Any of the platted lots in the Plat, or any tract(s) of Real Estate which may consist of one or more Lots or part(s) of Lots upon which a residence may be or is erected in accordance with the Covenants and any applicable zoning ordinance; provided, however, that no tract of land consisting of part of a Lot, or parts of more than one Lot, shall be considered a "Lot" under these Covenants unless the tract has a frontage of at least sixty (60) feet in width at the established front building line as shown on the Plat and further meets the requirements of Section 13.3.

1.11 "Owner," and in the plural form, "Owners." The record owner(s) (whether one or more persons or entities) of fee simple title to a Lot or Lots, including land contract buyers, but excluding those having an interest in a Lot merely as security for the performance of an obligation.

1.12 "Zoning Authority." The applicable governmental Plan Commission and/or Zoning Authority, or its successor agency, then having zoning authority and jurisdiction over the Real Estate to issue improvement location permits, and to issue certificates of occupancy for residences constructed on Lots.

1.13 "Plat." This recorded secondary plat of Aslan Passage, Section II.



1.14 "Section." Section means all previously platted and future platted Sections of this Subdivision.

1.15 "Subdivision." Aslan Passage, including any existing and future Sections, if any.

SECTION 2. PROPERTY RIGHTS.

2.1 Owners' Easements of Enjoyment. Each Owner shall have the right to the use and enjoyment of the Common Area which right is appurtenant to and passes with the title to every Lot, subject to the following rights which are granted to the Association and the Developer.

2.1.1 To charge reasonable admission and other fees for the use of any recreational facility located in the Common Area.

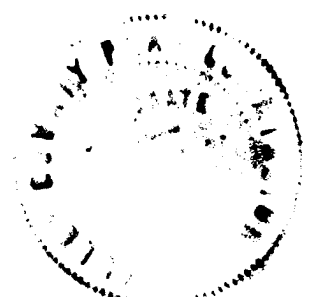
2.1.2 To impose reasonable restrictions, limitations, conditions, rules, and regulations regarding the Owner's use and enjoyment of the Common Area.

2.1.3 To suspend the voting rights and right to the use of the recreational facilities in the Common Area for any period during which any assessment against an Owner's Lot remains unpaid, or an Owner is in violation of the Covenants, the Association Articles, the Association Bylaws, or any rule or regulation of the Association.

2.1.4 To dedicate or transfer all or any part of the Common Area or any interest or easement therein to any public agency, authority or utility upon the vote and approval of at least two-thirds (2/3) of each class of Association members; provided, however, that the Developer, without such vote and approval, may, prior to the time when fee simple title to all Lots have been conveyed to third parties by the Developer, transfer, dedicate or convey such portions of the Common Area to adjoining Lot Owners as may be necessary to allow such joiners to comply with the requirements of the Zoning Authority, permit requirements, or with provisions of Section 13. The Developer may also grant and convey utility and drainage easements in, on and over any Common Area, but no such easement shall be granted over areas on which structures or buildings then exist. No such dedication or transfer, except those made by the Developer as provided above, shall be effective without the vote and approval of two-thirds of each class of the Association members agreeing to such dedication or transfer.

2.2 Delegation of Use. An Owner may delegate, in accordance with the Bylaws, the Owner's right to use and enjoy the Common Area and any recreational facilities located thereon, to members of the Owner's family residing on the Owner's Lot, and tenants or land contract purchasers who reside on the Owner's Lot.

SECTION 3. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.



3.1 Membership of Owner. All Owners shall be members of the Association, and shall be subject to and bound by the Articles and By Laws of the Association from the commencement of ownership to a Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

3.2 Association Classes of Membership. The Association shall have the following two classes of voting memberships:

3.2.1 Class A. Class A membership consists of all Owners, except Developer. Class A members shall be entitled to one vote for each Lot owned after and only after the Authority Transfer Date set forth in Section 4.1. Prior to the Authority Transfer Date (as defined in Section 4), Class A Lot Owners shall have no voting rights in the Association. When more than one person holds an interest in a Lot, all such persons shall be members. The vote, when applicable and effective, for such Lot shall be exercised as its Owners among themselves determine; but in no event shall more than one vote be cast with respect to each Lot.

3.2.2 Class B. Class B membership consists of Developer. The Class B member shall be entitled to 600 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, whichever occurs first:

3.3.2.1 When fee simple title to all Lots have been conveyed by Developer; or

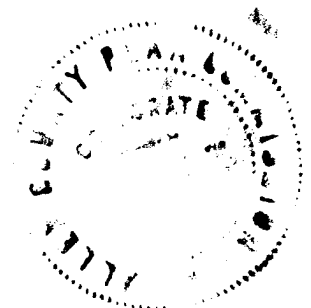
3.3.2.2 on December 31, 2025; or

3.3.2.3 when Developer executes and records an irrevocable disclaimer of its Class B membership.

3.2.3 Additional Sections. The Developer reserves the right to subdivide and plat, and to consent to and allow third parties to subdivide and plat nearby and/or adjacent real estate as additional Sections of the Subdivision, and each Owner of a Lot in such additional Sections shall, pursuant to the terms of that recorded plat and covenants, also be members of the Association as provided therein, and provided further that Developer shall have Class B voting rights for its lots in such additional Sections in a ratio of not more than three to one (3:1).

SECTION 4 INITIAL MANAGEMENT AND CONTROL BY DEVELOPER

4.1 Definition of "Authority Transfer Date". The Authority Transfer Date is that date upon which Class A members of the Association shall have and hold voting rights for each Lot as set forth in Section 3.2 hereof. Such date shall be the earlier of:



(a) When title to ninety percent (90%) of all of the Lots in the Subdivision have been conveyed by Developer to a third party, other than a third party designated as the Successor Developer. For purposes of Section 4.1(a), the term "Subdivision" includes any additional or future sections of the Subdivision which are shown on the final primary plat of the Subdivision as future sections or which additional sections are platted as additional sections of the Subdivision within ten (10) years from the first conveyance of a lot in the Subdivision by the Developer to a third party, or

(b) When Developer, in its sole and absolute discretion, so determines and provides sixty (60) days prior Notice to the Owners.

4.2 Prior to the Authority Transfer Date. Prior to the Authority Transfer Date as defined above, the Developer shall appoint all members of the Board of Directors of the Association, and the Class A members shall have no voting rights in the Association. Directors appointed by the Developer shall serve at the will of the Developer and shall be deemed to be Owners only for the purpose of serving on the Board. Meetings of the Board of Directors, prior to the Authority Transfer Date, shall not be required to be held open to Lot Owners, and notice of such meetings to Owners shall not be required. In addition, prior to the Authority Transfer Date, the Board shall not be required to seek Owner approval of the budget or the Annual Assessment.

4.3 Assessment limitations. Prior to the Authority Transfer Date, the Board may increase the annual assessment, but not by more than eight percent (8%) above the annual assessment for the previous year.

SECTION 5. COVENANT FOR THE ASSOCIATION MAINTENANCE ASSESSMENTS.

5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner, except the Developer and a Builder that has been temporarily exempted by Developer as provided hereinafter, by acceptance of a deed for a Lot, 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 and (2) special assessments for capital improvements and professional accounting, and legal fees of the Association. Such assessments shall be established and collected as provided in these Covenants and the Association Bylaws. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on a Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment became due. Notwithstanding any other provision herein to the contrary, the Developer shall have the absolute and unrestricted right from time to time to temporarily exempt a Builder as a Lot Owner from the obligation to pay any Assessments or any lien for any such Assessments. A temporary exemption, if so granted by the Developer to a Builder shall terminate at the earlier of: (i) thirty (30) days after the Developer provides the Builder with written notice of the revocation of any temporary exemption; or (ii) the date on which the Builder first conveys title to the Lot to a third party successor -in-interest, but nothing contained herein shall prevent the Developer from granting the successor-in-interest a

temporary exemption if the successor-in-interest is a Builder or is holding the Lot in inventory for sale; or (iii) the date on which a residence located on a Lot is occupied by residents living therein. A Lot Owner first acquiring title from a Builder that was granted a temporary exemption shall be obligated to pay the prorated remaining portion (based upon a per diem basis) of any Assessment at the time of and concurrently with the successor in interest's acquisition of title to the Lot from the Builder. The prorated remaining portion of the Assessment due from the Owner first acquiring title from a Builder shall be a lien against a Lot, and shall not be subordinate to the lien of any first mortgage.

5.2 Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health and welfare of the residents in all Sections of the Subdivision, for the improvement of Common Areas in all Sections of the Subdivision, the proportionate cost of the maintenance of any Common Impoundment Basins located in any Common Areas into which any Sections of the Subdivision's storm waters drain and attendant water level control structures, for professional accounting and legal fees of the Association, and for solid waste disposal as provided in Section 10.

5.3 Maximum Annual Assessments. Until January 1 of the year immediately following the first conveyance by the Developer of a Lot, the maximum annual assessment by the Association shall be \$750.00 per Lot, plus an annual assessment for garbage and solid waste disposal pursuant to Section 10. The annual assessment imposed by the Association shall include the pro rata share of the cost of maintaining the Common Impoundment Basin, ("Common Impoundment Basin Maintenance") as set forth in Section 5.4. Subsequent annual assessments may be made by the Association, provided however, annual assessments shall not increase more than eight percent (8%) above the assessment for the previous year, without the written consent or a vote and approval of a majority of each class of the members at a duly called meeting of the members of the Association. Assessments for garbage and solid waste disposal pursuant to Section are not subject to these limitations on annual assessment increases.

5.4 Administrative Fees. The Association may assess Administrative Fees for Dues Statement Letters and Notice of Covenant Violation Letters as provided in Sections 5.4.1, 5.4.2 and 5.4.3.

5.4.1 The Association may assess against a Lot a reasonable charge for providing a letter (a "Dues Statement Letter") setting forth the status of any annual or special assessments due from any Lot Owner. From time to time, the Association is requested by sellers, buyers, mortgage lenders and real estate closing service providers on behalf of Lot Owners to set forth the current status of payment of annual and special assessments with respect to any Lot. The Association incurs time, cost and expense in providing such letters. The Dues Statement Letter administrative fee is initially fixed at \$65.00 per letter. The Board of Directors of the Association shall have the right to adjust/increase this administrative fee from time to time.

5.4.2 The Association may assess against a Lot a reasonable charge for providing letters notifying Lot Owners of any violations or breaches of the Declaration (a "Notice of Covenant Violation Letter"). The Association from time to time notifies Lot Owners of violations and breaches of the Declaration. The Association may incur administrative time and expense in receiving and reviewing complaints of any Declaration violations, reviewing the pertinent provisions of the Declaration, onsite inspections, consultation with third parties, mailing and other time, cost and expenses. After the Association has sent a Lot Owner a First Notice of Covenant Violation Letter, the Association may assess a reasonable administrative fee for sending a second and any subsequent Notice of Covenant Violation Letters sent to the Lot Owner for the same or substantially the same violation. The administrative fee for any second and subsequent Notice of Covenant Violation Letters is initially fixed at \$65.00 per letter. The Board of Directors of the Association shall have the right to adjust/increase this administrative fee from time to time. The second and any subsequent Notice of Covenant Violation Letters may not be sent more often than every twenty (20) days. The assessment of this administrative fee shall be in addition to and not in lieu of any other remedies of the Association, including legal fees, costs and expenses.

5.4.3 The administrative fees for the Dues Statement Letter and the Notice of Covenant Violation Letter shall become delinquent and shall, together with interest, become a continuing lien on the applicable Lot and shall run with the Lot if not paid within thirty (30) days after the date of the issuance of the applicable letter. If the administrative fee for the Dues Statement Letter or the Notice of Covenant Violation Letter is not paid when due, notice of the lien may be recorded in the Recorder's Office and the Association shall have the right to recover the administrative fee against the Lot Owner personally and/or by foreclosing its lien, and pursuing any other remedy that is available to the Association for non-payment of any annual or special assessment, with the same force and effect as if the administrative fee for a Dues Statement Letter or a Notice of Covenant Violation Letter was a delinquent assessment as provided in the Declaration.

5.5 Special Assessments for Capital Improvements. In addition to the annual assessments authorized in Section 5.3, 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 of an existing capital improvement in the Common Area, including fixtures and related personal property; provided that any such assessment shall require the vote and approval or the written consent of seventy-five percent (75%) of each class of members of the Association; and provided, further, that no such special assessment for any such purpose shall be made if the assessment in any way jeopardizes or affects the Association's ability to improve and maintain the Common Area, or pay the cost of maintaining Storm Water Detention Basins located on Common Area.

5.6 Notice and Quorum for Any Action Authorized Under Section 5.3 or 5.5. Any action authorized under Sections 5.3.2 may be taken either by written consent of a majority of the members or at a meeting of the members of the Association called for that purpose, written

notice of which shall be sent to all members not less than thirty (30) days, no more than sixty (60) days, in advance of the meeting. If the affirmative vote at the meeting on the proposed action is less than the requisite percentage 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 Association within thirty (30) days after the date of such meeting.

5.7 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, including any additional Sections and may be collected on a monthly, quarterly, or yearly basis, provided, however, Lots owned by the Developer upon which there is no residence constructed and Builders granted a temporary exemption pursuant to Section 5.1 shall not be subject to annual or special assessments.

5.8 Date of Commencement of Annual Assessments Due Dates. Annual assessments made under Section 4.3 shall commence as of the first day following the first conveyance of a Lot by the Developer, excepting Lots owned by the Developer and Builders whose Lots are temporarily exempted. The first annual assessment shall be prorated to the date of closing. The Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the date the annual assessment is due. Written notice of the annual assessment shall be given to every Owner. The due dates shall be established by the Association. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether an assessment on a Lot has been paid.

5.9 Effect of Nonpayment of Assessments/Remedies of the Association.

5.9.1 Any assessment not paid within thirty (30) days after its due date shall bear interest from the due date at the rate of twelve percent (12%) per annum or at the maximum legal rate permitted by law, whichever is lesser.

5.9.2 The Association may bring an action against each Owner personally obligated to pay the same, and foreclose the lien of an assessment against a Lot. No Owner may waive or otherwise escape liability for the assessments made under the Covenants by non-use of the Common Area or abandonment of a Lot. The lien for delinquent assessments may be foreclosed in the same manner as mortgages are foreclosed in Indiana. The Association shall also be entitled to recover the attorney fees, costs and expenses incurred because of the failure of an Owner to timely pay assessments made under this Section 5.

5.10 Subordination of Assessment Lien to First Mortgage Liens. Except as otherwise provided in Section 5.1 hereof, the lien of the assessments made under the Covenants shall at all times be subordinate to the lien of any first mortgage. Any sale or transfer of any Lot shall not affect the assessment lien against it. No sale or transfer shall relieve an Owner or Lot from liability for any assessment subsequently becoming due, or from the lien of an assessment. 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 assessments which become due prior to such sale or transfer.

5.11 Storm Water System Maintenance. Association shall be obligated to maintain, repair and/or replace, if necessary, the storm water drainage system, all water quality amenities, and any current or future Storm Water Detention Basin together with its outlet and water level control structures, as filed with the Allen County Plan Commission in conjunction with this Subdivision Section approval of which has been granted for the use and benefit of this Section of this Subdivision, and future Sections of Aslan Passage, the cost of which shall be assessed in accordance with Section 5.1 and 5.4 hereof.

The Association and/or The Allen County Drainage Board, or its successor agency, shall have the right to order the Association to carry out its obligations to maintain, repair or replace the Storm Water Drainage System, all water quality amenities, and any current or future storm water detention system improvements as provided hereinabove. Assessments which have been collected by the Allen County Drainage Board from the Subdivision will be utilized by the Drainage Board and or by the Allen County Surveyor for reconstruction or repair and maintenance of the regulated storm pipe system prior to the initiation of Association reconstruction or repair obligations.

SECTION 6. ARCHITECTURAL CONTROL.

6.1 Construction Approval. No structure or improvement, including but not limited to, building, residence, garage, fence, wall, in-ground swimming pool and spa, exterior lighting, swing set, play equipment, permanent basketball goals or other structures for sports and recreation, statues, lawn ornaments, or other non-living landscaping ornamentation device or any other structure shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition (collectively, "structures"), change or alteration be made to a structure on a Lot unless and until the plans and specifications showing the structure's nature, kind, shape, height, materials and location are submitted to and approved by the Architectural Control Committee in writing as to the structure's harmony of external design and location in relation to the surrounding structures and topography in the Subdivision. The Developer shall serve as the Architectural Control Committee until residences are constructed on all Lots in the Subdivision at which time the Association shall serve as the Architectural Control Committee for all Lots other than Lots and the Association shall serve as the Architectural Control Committee for all Lots. Until the Association and the Association succeeds to the Architectural Control Committee's responsibilities pursuant to Section 6.3, the Developer may from time to time, in writing, appoint another entity, individual, or group of individuals to act as its representative in some or all matters regarding its rights, duties, and responsibilities under Section 6.

6.2 Association Board of Directors Authority. After residences are constructed on all Lots in the Subdivision, the Association Board of Directors (or such other entity designated under the Association Articles or Association Bylaws) shall then automatically succeed to the Architectural Control Committee's responsibilities of the Developer under this Section 6 to review construction, modifications and additions of any and all structures in the Subdivision on any Lot. After residences are constructed on all Lots in the Subdivision, the Association Board of

Directors (or such other entity designated under the Association Articles or Association Bylaws) shall then automatically succeed to the Architectural Control Committee's responsibilities of the Developer under this Section 6 to review construction, modifications and additions of any and all structures in the Subdivision on any Lot.

6.3 Time Constraint. In the event the Architectural Control Committee (or the Association Board of Directors or other representative acting under Sections 6.1 or 6.2) fails to act to approve, modify, or disapprove the design and location of a proposed structure within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and approval under this Section 6 will be deemed to have been given.

6.4 Non-liability of Architectural Control Committee. Plans and specifications are not reviewed for engineering or structural design or quality of materials, or to assure that any improvements constructed pursuant thereto are located within recorded setbacks established by either the Plat, the Covenants, applicable zoning ordinances, flood grade protection levels, or designed or constructed pursuant to building codes. Neither the Architectural Control Committee, the Developer, its representative, nor the Association assumes any liability or responsibility nor shall any of them have any liability for the failure of any Lot Owner or Builder to construct a home in compliance with the Plat, these covenants, or any applicable code, rule or law. Neither the Architectural Control Committee, the Developer, its representative, the Association, the Association Board of Directors, nor any of the officers, directors, members, employees, agents, or any appointed representative of any of them shall be liable in damages to anyone by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval, modification, or disapproval of any such plans and specifications. Every Lot Owner, for himself and for all parties claimed by or through such Lot Owner, agrees not to bring any action or suit against Architectural Control Committee, the Developer, its representative, the Association, the Association Board of Directors, or the officers, directors, members, employees, agents, or appointed representatives of any of them to recover any such damages and hereby releases and quitclaims all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provide that a general release does not extend to claims, demands, and causes of actions not known at the time this release is given.

6.5 Landscaping/Construction Activity. Once construction of any structure is commenced on any Lot, there shall be no lapse of construction activity greater than sixty (60) consecutive days (excluding any days where construction is delayed or not possible due to adverse weather conditions). All Owners, except Developer, shall Landscape or cause to be landscaped, their Lot in a manner as to maintain consistency with the integrity of the landscaping contained on other Lots in the Subdivision on which residences have been constructed. The burden of proof shall be upon the party submitting the plans and specifications to conclusively establish that the plans and specifications were actually submitted for approval and that the landscaping was installed in compliance with these landscape covenants. Upon completion of a residence, all landscaping as approved in the plans and specifications shall be installed promptly, and in no event, later than one hundred eighty (180) days following the issuance of the certificate

of occupancy for the residence constructed thereon or fifteen (15) months from the initial commencement of construction, whichever is earlier. In the event landscaping plans were not submitted to the Architectural Control Committee for approval, or in the event landscaping plans were submitted and approved by the Architectural Control Committee but the Landscaping installed was not in accordance with the approved landscaping plans and specifications, then and in either of such events, the Developer shall the right, upon thirty (30) days prior written notice to a Lot Owner, to require the Lot Owner to either install within sixty (60) days the landscaping previously approved, or to submit new or initial (if no landscaping plans and specifications were ever submitted) landscaping plans and specifications for approval by the Architectural Control Committee. In the event the Architectural Control Committee denies approval of such landscaping plans and specifications, the Architectural Control Committee shall have the right to determine and require that landscaping be installed consistent with the integrity of the landscaping contained on other Lots in the Subdivision on which residences have been constructed. The Developer shall have the right to file an action to enforce compliance and recover all its costs, expenses, and attorney fees as well as to require the Lot Owner to install pursuant to plans and specifications imposed by the Developer upon the Lot Owner, with such Developer-imposed landscaping plans and specifications and the installation thereof to be installed and completed by the Lot Owner within one hundred twenty (120) days from the date of the Developer's written demand. In the event a Lot Owner fails to comply therewith, the Developer and any contractor or agent of the Developer shall be and is hereby granted a license to enter upon the Lot, to install the landscaping, to recover the costs thereof, together with interest and attorney fees from the Lot Owner, in the same manner and pursuant to the same procedures that Assessments may be recovered and liens foreclosed against a Lot Owner pursuant to these Covenants.

6.6 Fence and Landscaping Restrictions. No fence, tree, bush, shrubbery, earthen mound or other planting or sight obstruction shall be erected, planted or maintained in the rear yard of Lots 29 through 44 and Lots 44 through 51 that unreasonably obstructs the sight or view of lakes and ponds in the Subdivision unless approved by the Architectural Control Committee in its sole and absolute discretion. In exercising its discretion, the Architectural Control Committee may, in its discretion, approve reasonable sight or view obstructions of lakes and ponds in such rear yards in the Subdivision, such as by way of illustration and not limitation, certain types of trees, or black wrought iron fences, and may deny approval of unreasonable sight or view obstruction, such as stockade or chain link fences, spruce trees or arborvitae plantings. The Architectural Control Committee and the Association reserve the right to come on or about Lots 29 through 41 and Lots 44 through 51 to remove sight obstructions, including removing fences or trimming or removing trees, bushes, shrubbery and other plantings or erected sight obstructions located in such rear yards that obstruct the sight or view thereon, at the Lot Owner's expense, if the Lot Owner fails to promptly eliminate or reduce the sight or view obstruction after written request from the Architectural Control Committee. For purposes of this Section, the rear yard is defined as any portion of these Lots that is located between the rear of the exterior of the residence located on the Lot and the rear Lot line.



SECTION 7. GENERAL PROVISIONS.

7.1 Use. Except as otherwise provided in this Section 7.1, Lots may not be used for any uses and purposes other than for single-family residential uses and purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family residence not to exceed two and one-half stories in height.

Any residence on any other Lot, other than a Lot, excluding the garage, shall have a square footage floor area of not less than 2,200 square feet for a one-story residence and not less than 2,600 square feet for a one and one-half story residence. Any residence on any Lot other than a Lot shall include an attached garage as part of the residence, which garage shall have a floor area of not less than 660 square feet and accommodate not less than three (3) full-size passenger motor vehicles. The garage on each Lot shall have overhead garage doors which have an aggregate width of not less than twenty-four (24) feet and shall be located on the exterior wall of the garage directly adjacent to the driveway referenced in Section 7.17.

No Lot shall be used for any purpose other than as a single-family residence, provided, however, the Developer shall have the sole authority to approve a Builder using the home on any Lot as a model for the purpose of selling homes in the Subdivision. The Developer shall further have the sole authority to approve outdoor signage and/or flagpoles in connection with a Builder's Model Home. Further, a home occupation may be permitted so long as:

(i) The Owner has obtained any and all required governmental approvals necessary or required in order to conduct the home occupation on the Lot;

(ii) The Architectural Control Committee has been provided with written notice of the proposed home occupation at the earlier of forty-five (45) days prior to the commencement of the home occupation in the residence or forty-five (45) days prior to the date of filing of any required application with any applicable governmental agency, if required;

(iii) any such home occupation use shall be conducted entirely within the residence and such home occupation shall be clearly incidental and secondary to the use of the residence for single-family dwelling purposes and shall not change the residential character thereof;

(iv) there shall be no sign attached to the exterior of the residence or free-standing sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a single-family residence; and

(v) no person shall be employed in such home occupation other than a member of the immediate family who actually resides in the residence;

(vi) the operation of the Association shall in no event not be considered a business activity under this Section 7.1.

7.2 Building Lines. No residence shall be located on a Lot nearer to the front building setback Lot line, or nearer to any street building setback line than the minimum front and street building setback lines shown on the Plat. In addition, no residence shall be located nearer than a distance of five (5) feet to a side yard Lot line. No dwelling shall be located nearer than fifteen (15) feet to the rear Lot line.

7.3 Minimum Lot Size. No residence shall be erected or placed on a Lot having a width of less than sixty (60) feet at the front Lot minimum building setback line, nor shall any residence be erected or placed on any Lot having an area of less than 6,250 square feet.

7.4 Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. No Owner shall erect on a Lot, or grant to any person, firm or corporation the right, license, or privilege to erect or use, or permit the use of, overhead wires, cable, poles or overhead facilities of any kind for any utility service or 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 contained in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any residence or other structure on a Lot connecting it to the electrical distribution system of any electric public utility shall be provided by the Owner of the Lot that constructs the residence or structure, and shall carry not less than three (3) wires and have a capacity of not less than two hundred (200) amperes. Any public utility charged with the maintenance of underground installations shall have access to all easements in which said installations are located for operation, maintenance and replacement of service connections.

7.4.1 All easements dedicated on the Plat or these Covenants shall be kept free of all permanent structures, and any structure, shrubbery, trees, or other installation thereon, whether temporary or permanent, shall be subject to the paramount right of the entities for which such easements are intended to benefit, to install, repair, maintain or place any utilities, including but not limited to electrical, phone, water and sewage utilities, and the removal of any such obstructions by utilities or sewage treatment works shall in no way obligate them either in damages or to restore the easement or any obstruction thereon to its original form.

7.5 Surface Drainage and Surface Drainage Easements.

7.5.1 "Easements Reserved by Developer." Easements for the installation, maintenance, repair and removal of public and/or quasi-public utilities and sewer and drainage facilities, and floodway easements are reserved by Developer over, under and across the designated easements in the Subdivision, as shown on the recorded Plat thereof. Full ingress and egress shall be had by Developer at all times over the Subdivision for the installation, operations, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easements, or with the use, maintenance, operation or installation of such utility. The grade of

the land in any such easement shall not be changed or altered by any Owner of any Lot, after the said grade has been established, without the approval of the Developer. All utility easements as dedicated on the Plat shall be left free from all permanent structures and the removal of any obstructions, whether temporary or permanent, shall be subject to the paramount right of the utility and/or sewer installation. Developer shall have the right to assign and transfer the easements and rights herein reserved to or for the benefit of any public or quasi-public utility. The Allen County Surveyor or any other proper public authority having jurisdiction over storm drainage, shall have the right to determine if any obstruction or interference exists with respect to any drainage easement, and shall have the right, but not the obligation, to repair and maintain, or to require the Lot Owner to perform such repair and maintenance, as shall be necessary for the drainage easements and drainage facilities to perform their intended functions.

7.5.2 Surface drainage easements as shown in the Plat are intended for periodic or occasional use as conductors for the flow of surface water and shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the Developer, the Association, or a proper public authority having jurisdiction over storm drainage shall have the right to repair and maintain such easements, or to require such repair and maintenance to be properly performed by the Lot Owner at the Lot Owner's expense as shall be reasonably necessary to keep the conductors unobstructed and at the proper grade.

7.5.3 Each Lot is served by a sanitary sewer that is connected to and discharges into the sanitary sewer system of the City of Fort Wayne (the "City"). The City, by ordinance, regulation or resolution (collectively the "Enforcement Laws"), prohibits the discharge of storm water of any kind or nature whatsoever into the sanitary sewer system, and prohibits the connection of any sump pump into the sanitary sewer serving the Lot. Any sump pump, down spout, drain or any other conductor that discharges storm water must be connected to a drainage outfall pipe (hereinafter the "Outfall") so that it does not discharge storm water into the sanitary sewer. Each Lot Owner covenants and agrees to permit the City, the Developer, or any other entity that has the legal authority by law, contract or otherwise to enforce the Enforcement Laws, including any of their agents or representatives (collectively the "Enforcement Entities") to inspect all aspects of the installation of the Outfall, and to verify and confirm that the Outfall in no way discharges storm water into the sanitary sewer which serves the Real Estate. The Enforcement Entities are granted a license to enter upon and inspect the Lot and any improvements located thereon for the purpose of inspecting and verifying compliance with the foregoing. The Lot Owner agrees that there is no adequate remedy at law or in equity as relates to the proper installation and maintenance of the Outfall, and, therefore, the Enforcement Entities shall each have the right of specific performance against the Lot Owner, and its successors and assigns in interest, to require the proper installation and maintenance of the Outfall and inspections thereof. In the event a Lot Owner should fail to install an Outfall, or improperly installs an Outfall, then the Enforcement Entities shall each have the right, but not the obligation, to enter upon the Lot, install the Outfall, or perform the repair and maintenance, and to recover all of their costs, expenses and attorney fees. The Enforcement Entities shall each have the right to claim a lien upon the Lot, and to recover personally from the Lot Owner, for all of their costs,

expenses and attorney fees incurred as a result of any default or breach of this covenant, but any such lien shall always be subject and subordinate to any duly recorded first mortgage on the Lot, and the lien shall not become effective against bona fide purchasers for value without notice thereof, unless and until duly recorded in the Allen County Recorder's Office.

7.6 Tiled Storm Drainage Easements. The Developer has filed and there may be pending a petition (the "Petition") before the Allen County Drainage Board ("ACDB") to make certain portions of the Underground Storm Drainage System contained in the Storm Sewer Drainage Easements, shown on the plat, Regulated drains in the widths and dimensions shown thereon. To the extent lawfully allowable, the ACDB may in its sole and absolute discretion without further notice or hearing, or in any other manner permitted by law, designate and declare any or all of those certain portions of the Underground Storm Sewer System, as described in the Petition Regulated Drains with a Right of Entry Right of Way no greater than the width shown on the plat and subject to the control and under the jurisdiction of the ACDB and the Allen County Surveyor. The terms and conditions of this restrictive covenant are expressly intended for and made to and for the benefit of the ACDB and the Surveyor and may be revoked, amended or modified only with the prior written consent and approval of either the ACDB or the Surveyor. The Petition may, at the discretion of the ACDB, remain pending until state law is amended or modified to permit the statutory right of entry and right-of-way pursuant to I.C. § 36-9-27-33 to be reduced to not less than fourteen (14) feet in width seven (7) feet from the centerline of the underground storm sewer as measured at right angles or the ACDB elects to dismiss that portion of the Petition which remains pending.

78.6.1 All Lots in the Subdivision are required to pay the established stormwater maintenance assessments as established by the Allen County Drainage Board. These assessments are collected and held in the Regulated Drain maintenance fund and may be used by the Allen County Surveyor as the representative for the Allen County Drainage Board for purposes as defined in I.C. § 36-9-27. These monies may also be used for maintenance and/or reconstruction on the storm drainage system described in the Petition to create a Regulated Drain as approved by the Allen County Drainage Board.

7.7 Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done there which may be or become an annoyance or nuisance to residents in the Subdivision.

7.8 Structures Other Than Single-Family Residence. Except as specifically permitted hereinafter, no structure, whether temporary, permanent, or otherwise, shall be erected, maintained, or used on any Lot other than one single-family residence. Prohibited structures include, by way of illustration and not limitation, detached garage, shack, storage shed and an above ground pool. Notwithstanding the foregoing, the Architectural Control Committee may, subject to compliance with Section 6, permit to be erected and maintained in its sole and absolute discretion residential playground equipment such as swing sets, in-ground swimming pools, cabanas, and fences. In exercising such discretion, the Architectural Control Committee may establish, maintain, and revise from time to time guidelines for consideration and evaluation of

such structures, and shall endeavor to act reasonably consistent in the application of its guidelines then in effect in its consideration and evaluation of any such requested approvals.

7.9 Outside Storage. No boat, boat trailer, jet ski, snowmobile, recreational vehicle, motor home, truck, bus, camper, any motor vehicle not currently titled, registered, or having a current license plate, any non-operable motor vehicle, or any other wheeled vehicle that is not used primarily for passenger vehicle purposes shall be permitted to be parked ungaraged on a Lot or on any public or private street in the Subdivision for periods in excess of forty-eight (48) hours, or for a period which is the aggregate is in excess of sixteen (16) days per calendar year. The term "truck" as used in this Section 8.9 is defined to mean any motor vehicle designed, used, or maintained primarily for the transportation of property, which is rated one-ton or more. In determining the 48-hour or sixteen-calendar day requirements of this Section, there shall be included any temporary removal or moving of such prohibited parking or storage where the primary purpose of such removal or moving is to avoid or evade the requirements of this Section.

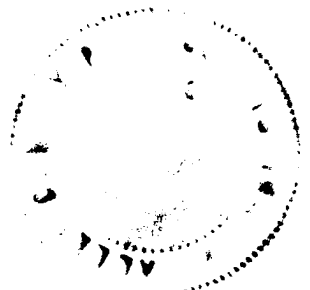
7.10 Free-Standing Poles. Except as provided in Section 8.1, no clotheslines or clothes poles, or any other free standing, semi-permanent or permanent poles, rigs, or devices, regardless of purpose, with the exception of a flagpole displaying the United States federal or state flag and with the exception of a permanent basketball pole, shall be constructed, erected, or located or used on a Lot, provided however, that the installation and location thereof must be approved by the Committee under Section 6.

7.11 Signs. Except as provided in 7.1, no sign of any kind shall be displayed to the public view on a Lot except one professional sign of not more than five square feet, advertising a Lot for sale or rent, or signs used by a Builder to advertise a Lot during the construction and sales periods.

7.12 Antennas. No radio or television antenna with more than twenty-four (24) square feet of grid area, or that attains a height in excess of six (6) feet above the highest point of the roof of a residence, shall be attached to a residence on a Lot. No free-standing radio or television antenna shall be permitted on a Lot. No solar panels (attached, detached or free-standing) are permitted on a Lot. Satellite receiving disk or dish shall be permitted on a Lot, provided however, that the installation and location of a satellite dish must be approved by the Architectural Control Committee under Section 6.

7.13 Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on or in a Lot. No derrick or other structure designed for boring for oil or natural gas shall be erected, maintained or permitted on a Lot.

7.14 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on a 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. In case of a dispute or disagreement, the Architectural Control Committee is herewith granted the authority to conclusively determine whether an animal is or is not a permitted household pet.



7.15 Garbage/Dumping. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. No incinerators shall be kept or allowed on a Lot. Garbage cans shall not be placed at the street for collection and pick-up earlier than 4:00 p.m. on the day prior to the scheduled pickup.

7.16 Workmanship. All structures on a Lot shall be constructed in a substantial, good and workmanlike manner and of new materials. No roof siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any structure on a Lot, and no roll roofing of any description or character shall be used on the roof of any residence or attached garage on a Lot.

7.17 Driveways. All driveways on Lots from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width, provided however, in the event the driveway serves a side loading garage, then in that event, the driveway shall be poured concrete and not less than fourteen (14) feet in width at the street.

7.18 Individual Utilities. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on a Lot in the Subdivision.

7.19 Street Utility Easements. In addition to the utility easements designated in this document, easements in the streets, as shown on the Plat, are reserved and granted to all public utility companies, the Owners of the real estate and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove every type of gas main, water main and sewer main (sanitary and storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction over the maintenance and repair of said streets.

7.20 Storm Water Runoff. No rain and storm water runoff, sump pump, or such things as roof water, street pavement and surface water caused by natural precipitation, shall at any time be discharged or permitted to flow into the sanitary sewage system serving the Subdivision, which shall be a separate sewer system from any storm water and surface water runoff sewer system. No sanitary sewage shall at any time be discharged or permitted to flow into the Subdivision's storm and surface water runoff sewer system.

7.21 Completion of Infrastructure. Before any residence on a Lot shall be used and occupied as such, the Developer shall install all infrastructure improvements serving the Lot as shown on the approved plans and specifications for the Subdivision filed with the Zoning Authority and other governmental agencies having jurisdiction over the Subdivision. This covenant shall run with the land and be enforceable by the Zoning Authority or by any aggrieved Owner.

7.22 Certificate of Compliance. Before a Lot may be used or occupied, such user or occupier shall first obtain from the Zoning Authority the improvement location permit, and

certificate of occupancy or compliance then required by the Zoning Authority.

7.23 Enforcement. The Association, the Developer, Zoning Authority, or an Owner (individually or collectively) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or subsequently imposed by the provisions of these Covenants or the Plat. Failure by the Association, or the Developer, Zoning Authority, or an Owner to enforce any provisions in the Covenants shall in no event be deemed a waiver of the right to do so later.

7.24 Invalidation. Invalidation of any one of these Covenants by judgment or court order shall not affect the remaining provisions, and such provisions shall remain in full force and effect.

7.25 Duration of Covenants. These Covenants shall run with the land and be effective for a period of twenty (20) years from the date the Plat and these Covenants are recorded; after which time the Covenants shall automatically be renewed for successive periods of ten (10) years.

7.26 Amendments. Any provision of these Covenants may be amended, but such amendment is subject to the following requirements and limitations:

7.26.1 In order to amend any provisions of these Covenants, the amendment shall require the written consent of at least seventy-five percent (75%) of each class of members of the Association in the Subdivision and the written consent of seventy-five percent (75%) of each class of members in any then platted future Sections, if any, of the Subdivision. For purposes of this Section 7.26.1, the term "Owner" and "Lots" shall have the same meaning with respect to "Owners " and "Lots" in such future Sections, as the term "Owner" and "Lots" is defined in Sections 1.17 and 1.19. Further, until single-family residences are constructed on all Lots in the Subdivision and certificates of occupancy are issued for those residences, the Developer, in addition to those persons whose signatures are required under this Section 7.26.1, also must approve and sign the amendment in order for the amendment to be valid and effective.

7.26.2 Notwithstanding the provisions of Section 7.26.1, the Developer and its successors and assigns shall have the exclusive right for a period of eight years from the date the Plat and these Covenants are recorded, to amend the Plats or any of the Covenant provisions, provided however such amendment shall not serve to reduce the minimum size, setback, building line, and other requirements contained in Sections 7.1 and Section 7.3, without the written consent of at least seventy-five percent (75%) of the Owners.

7.26.3 Notwithstanding the provisions of Section 7.27.1, amendments to the Covenants affecting only a Lot in this Plat may be amended by the written consent of seventy-five percent (75%) of each class of members of the Association.



7.26.4 In order for any amendment of these Covenants to be effective, the approval of the Zoning Authority shall be required.

7.27 Subdividing of Lot. No Lot or combination of Lots may be further subdivided until approval for such has been obtained from the Plan Commission; except, however, the Developer and its successors in title shall have the absolute right to increase the size of any Lot by adding to such Lot a part of an adjoining Lot (thus decreasing the size of such adjoining Lot) so long as the effect of such addition does not result in the creation of a "Lot" which violates the limitation imposed under Section 1.16 and further meets the requirements of Section 7.3.

SECTION 8. ATTORNEY FEES AND RELATED EXPENSES. In the event the Association, the Developer, Zoning Authority, or an Owner (individually or collectively) is successful in any proceeding, whether at law or in equity, brought against an Owner to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, or charge now or subsequently imposed by the provisions of these Covenants, such successful party seeking enforcement thereof shall be entitled to recover from the party against whom the proceeding was brought, the reasonable attorney fees and related litigation costs and expenses incurred in such proceeding; provided, however, in no event shall the Association, the Developer, Zoning Authority, or an Owner (individually or collectively) or their respective officers, directors, agents, or employees ever be held liable for any attorney fees or related litigation costs and expenses of any other party in any legal proceeding unless otherwise expressly permitted by law.

SECTION 9. MANDATORY SOLID WASTE DISPOSAL. Unless weekly refuse/garbage pickup services are provided by a governmental entity having jurisdiction thereof, the Association shall be obligated to contract for disposal of garbage and other solid waste and may pay for the cost of such disposal through assessments established under Section 5. An Owner who privately arranges for solid waste disposal to service the Owner's Lot shall not be excused from payment of any part of an assessment attributable to the cost of waste disposal for which the Association contracts under this Section 9.

SECTION 10. SIDEWALKS. Plans and specifications for the Subdivision approved by and on file with the Zoning Authority require the installation of concrete sidewalks within the street right-of-way in front of Lots 29 through 34 and 60 through 65, as the obligation of the Owners of those Lots (exclusive of The Developer). The sidewalk to be located on a Lot shall be completed in accordance with such plans and specifications prior to the issuance of a certificate of occupancy for such Lot. This Covenant is enforceable by the Zoning Authority, the Developer, the Association, or an Owner, by specific performance or other appropriate legal or equitable remedy. Should a certificate of occupancy be issued to the Developer for a Lot on which a sidewalk must be constructed, the Developer shall be considered as an Owner subject to enforcement of this Covenant but only with respect to that Lot.

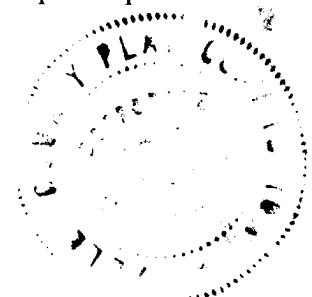
SECTION 11. FLOOD PROTECTION GRADES. In order to minimize potential damage to residences from surface water, minimum flood protection grades are hereby established as set forth below. All residences on such Lots shall be constructed so that the minimum elevation of

the first floor, or the minimum sill elevation of any opening below the first floor, equals or exceeds the applicable minimum flood protection grade established in this Section 11. The flood protection grades shall be Mean Sea Level and shall be as follows:

Lots 29 through 33	858.0 feet Mean Sea Level
Lots 34 through 36	855.0 feet Mean Sea Level
Lot 37	851.0 feet Mean Sea Level
Lots 38 and 39	858.1 Front 851.0 Rear feet Mean Sea Level
Lots 40 and 41	851.0 feet Mean Sea Level
Lots 44 and 45	855.5 Front 851.0 Rear feet Mean Sea Level
Lots 46 and 47	855.3 Front 851.0 Rear feet Mean Sea Level
Lots 48 and 49	855.4 Front 851.0 Rear feet Mean Sea Level
Lot 50	851.0 feet Mean Sea Level
Lot 51	858.9 Front 851.0 Rear feet Mean Sea Level
Lots 54 and 55	855.0 feet Main Sea Level
Lot 65	855.6 feet Mean Sea Level

SECTION 12. ZONING ORDINANCE REQUIREMENTS. Notwithstanding any other provision herein to the contrary, in the event any applicable zoning ordinance (as modified by any variance that may have been granted with respect to any Lot or the Subdivision) in effect at the time of the recordation of these Covenants contains more stringent requirements than these Covenants, the more stringent zoning ordinance requirements (but as modified by any granted variance) in effect on the date of recordation of these Covenants shall apply; provided, however, nothing contained herein shall prohibit any Lot or the Subdivision from applying for or from being granted a variance with respect to any current or future enacted zoning ordinance, but no variance may be granted which would establish less stringent requirements than the terms and provisions of these Covenants.

The Owners of Lots in the subdivision and their successors-in-title shall waive and release any and all rights, which they may have or hereafter have to remonstrate against or otherwise object to, interfere with, or oppose any pending or future farming or equine operations adjacent to this site.



IN WITNESS WHEREOF NWM Corp., an Indiana corporation, by its duly authorized President, Joseph L. Zehr, Owner of the Real Estate, has signed this document on this 17th day of October, 2017.

NWM CORP.

By: _____

Joseph L. Zehr
Joseph L. Zehr, President

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned Notary Public in and for said County and State, personally appeared JOSEPH L. ZEHR, President of NWM Corp., and acknowledged execution of the above and foregoing this 17th day of October, 2017.

Witness my hand and notarial seal.
My Commission Expires:
October 17, 2019
Resident of Allen County, Indiana

Lisa A. Downey

Lisa A. Downey, Notary Public



LISA A DOWNEY, Notary Public
Allen County, State of Indiana
My Commission Expires 10-17-2019

This instrument prepared by Vincent J. Heiny, Attorney at Law, Carson Boxberger, LLP., Suite 200, 301 W Jefferson Blvd, Fort Wayne, Indiana 46802, Telephone: (260) 469-5024.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ Vincent J Heiny

