

**DEDICATION, PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS AND EASEMENTS
OF CANYON CLIFFS, A SUBDIVISION IN
PERRY TOWNSHIP, ALLEN COUNTY, INDIANA**

Coldwater Estates, LLC, an Indiana limited liability company, hereby declares that it is the owner and developer of the real estate shown and described in Exhibit "A" attached hereto (the "Real Estate"), and does intend to hereby lay off and subdivide said Real Estate in accordance with the pertinent portions of Title 4 of the Subdivision Control Ordinance of Allen County, as may be amended from time to time. The Real Estate shall be developed with public streets and easements as shown on Exhibit "B" attached hereto. The Subdivision shall be known and designated as Canyon Cliffs, a Subdivision in Perry Township, Allen County, Indiana.

It is the intention of the Developer to develop the Real Estate in the manner substantially consistent with the development plan proposed in Exhibit "B" attached hereto. However, the Developer reserves the right to, at any time and without the consent or approval of any Owner, as defined herein, to assign a number to a subdivided portion of the Real Estate, thereby establishing Lots, as defined herein. Should the establishment of the Lots hereunder by the Developer vary in any way from the plan proposed in Exhibit "B" attached hereto, the Developer reserves the right, at any time throughout the development process, to amend these Restrictions, and any portion thereof, including, without limitation, the development plan proposed in Exhibit "B." The development plan proposed and information contained in Exhibit "B" attached hereto shall in no way limit the Developer's right to subdivide the Real Estate and establish the Lots in any manner the Developer deems appropriate to enhance development and facilitate the transfer of Lots.

It is the express intention of the Developer that the recording of this Dedication, Protective Restrictions, Covenants, Limitations and Easements of Canyon Cliffs, a Subdivision in Perry Township, Allen County, Indiana (the "Restrictions"), shall not effect, nor be considered to effect, a merger of these Restrictions, nor any rights and interests created in favor of the Developer in and to the fee simple title to the Real Estate held by the Developer, and that these Restrictions shall, upon recording, be and remain in full force and effect as a valid and subsistent encumbrance upon the Real Estate without any impairment whatsoever hereby and with the proper priority undiminished. The Developer hereby reserves all of its rights and remedies under these Restrictions and exhibits attached hereto.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the Canyon Cliffs Association, Inc., or a name similar thereto, its successors and assigns.

Section 2. "Bylaws" shall mean the Bylaws initially adopted by the Association and all amendments and additions thereto.

Section 3. "Canyon Cliffs" shall mean and refer to the name by which the real estate which is the subject of this Declaration shall be known.

Section 4. "Committee" shall mean the Architectural Control Committee, composed of three (3) members appointed by the Developer and who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time shall be filled by appointment of the Developer. Prior to the appointment of the members of the Committee by the Developer, the Developer shall possess the authority of the Committee as set forth herein.

Section 5. "Developer" shall mean and refer to Coldwater Estates, LLC, its successors and assigns.

Section 6. "Dwelling Unit" shall mean and refer to the structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.

Section 7. "Lot" shall mean any tract or tracts of land established by the Developer as part of its development plan, as may be amended from time to time, and conveyed originally by the Developer to an Owner for the purpose of constructing a Dwelling Unit.

Section 8. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Pond Area" shall mean that area containing the pond located on and over two or more Lots, or any portion thereof, and shall be limited to an approximate water level at a normal pool.

Section 10. "Pond Area Lots" shall mean two or more Lots that share Pond Area.

Section 11. "Properties" shall mean and refer to the Real Estate, any additions made thereto, or any sections developed and added to Canyon Cliffs by the Developer in the future.

Section 12. "Restrictions" shall mean and refer to this Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals, as amended from time to time.

Section 13. "Subdivision" shall mean Canyon Cliffs, a subdivision located in Perry Township, Allen County, Indiana.

ARTICLE II ITEMS OF COMMON BENEFIT

Section 1. Maintenance of Items of Common Benefit. The Developer may maintain any and all items within the Subdivision accessed or used by, or providing a common benefit to, all Owners, as may be determined by the Developer, or the Association if appropriate, from time to time, including, without limitation, mailboxes and street lights ("Items of Common Benefit") until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall transfer any and all rights the Developer shall have in the Items of Common Benefit and the maintenance thereof to the Association not sooner than January 1, 2010. Upon receipt of the Developer's interest in the Items of Common Benefit and the rights and duties to maintain the same, the Association shall become and remain responsible for the regular and ongoing care, preservation, supervision and maintenance of the Items of Common Benefit, unless and until the Association shall dedicate or transfer, in its sole discretion, all or any part of the Items of Common Benefit to any public agency, authority or utility. The Developer reserves the right, so long as Class B Members of the Association exist, to transfer to the Association such additional Items of Common Benefit or other personal property as the Developer, in its sole discretion, deems appropriate, and the Association shall accept said transfer and the maintenance rights and duties relating thereto and hold such property as Association property.

Section 2. Rights to Access and Use. The Items of Common Benefit are intended for common use by all Owners. The Developer, until such time as the transfer of its interests and rights in and to the Items of Common Benefit has occurred pursuant to Section 1 above, and the Association thereafter, to access the Items of Common Benefit to fulfill its obligations to provide for the ongoing care, preservation, supervision and maintenance of the Items of Common Benefit, including, without limitation, repair and/or replacement thereof.

ARTICLE III ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot, or any portion of the Real Estate, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners of Lots in Canyon Cliffs (except Coldwater Estates, LLC) and such members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The

vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. Class B member(s) shall be Coldwater Estates, LLC, and such member(s) shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when title to all Lots in Canyon Cliffs has been conveyed, or
- (b) on December 31, 2019.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Coldwater Estates, LLC, 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, (2) Special Assessments for capital improvements, and (3) Tax Recoupment Assessments (collectively, the "Assessments"); such assessments to be established and collected as hereinafter provided. Any assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any Assessment when due, the Board of Directors of the Association, or the Developer, where appropriate, may, in its discretion, declare the entire balance of unpaid Assessments to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, and be enforced in the same manner as, a mortgage lien under Indiana law, and shall include attorney fees, title expenses, interest and any costs of collection.

Section 2. Purpose of Annual Assessments. The Annual Assessments levied by the Association hereunder shall be exclusively:

- (a) for the regular and ongoing care, preservation, supervision, improvement, and maintenance of any Items of Common Benefit, as defined herein;
- (b) for the payment of taxes on and insurance incurred in connection with the Items of Common Benefit, and the maintenance, repair, replacement and making of additions thereto;
- (c) for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management, supervision,

maintenance and repair of, the Items of Common Benefit and the streets, including, without limitation, the cost of snow plowing and garbage removal;

- (d) for the carrying out of duties of the Board of Directors of the Association as set forth in Article VI hereof; and
- (e) for carrying out the purposes of the Association as stated in its Articles of Incorporation.

Section 3. Basis and Amount of Annual Assessments.

(a) Until the year beginning January 1, 2010, there shall be no Annual Assessment under this Article IV.

(b) Commencing with the year beginning January 1, 2010, and each year thereafter, the Board of Directors, at its annual meeting immediately following the aforementioned January 1, 2010, or the Developer prior to the formation of the Association, and each January 1 thereafter, shall set the amount of the Annual Assessment for the following year for each Lot, taking into consideration the current maintenance costs and future needs of the Association. The Annual Assessment may be increased each year not more than 15% above the Annual Assessment for the previous year without a vote of the membership. Any increase of the Annual Assessment above 15% from the previous assessment year shall be subject to the affirmative vote or written assent of a minimum of 51% of all members. For the calendar year 2010, the Annual Assessment amount shall not be less than \$200.00 for each Lot.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, repair, maintenance or replacement of any Item of Common Benefit, including fixtures and personal property related thereto, provided that any such Assessment shall have the vote or written assent of a minimum of 51% of all members.

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

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

Section 7. Date of Commencement of Annual Assessments; Due Dates. The Assessments provided for herein shall commence as to all Lots on the first day of the month following the transfer of the Developer's rights and interest in and to the Items of Common Benefit pursuant to Article II. 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, or any other Assessment, against each Lot at least 30 days in advance of each Assessment period. Written notice of an Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid.

Section 8. Tax Recoupment Assessments. In addition to all other Assessments provided for in this Article IV, the Association may levy in any assessment year an assessment ("Tax Recoupment Assessment") applicable to that year only for the purpose of defraying, in whole or in part, any cost or expense incurred by the Association in the form of a tax and/or penalty and/or interest on a tax imposed upon, assumed by, or assessed against the Association or its Properties, and arising out of or in any way related to the acceptance of title to, the ownership of, and/or operation or maintenance of any plant or equipment (including utility lines, lifting stations and other property) for the transmission, delivery or furnishing of water, or for the collection, transmission and disposal of liquid and solid waste and sewage, and/or the ownership of any real estate or easements or other rights with respect to real estate owned and/or possessed in connection with such plant or equipment.

Section 9. Improvement and Maintenance of Items of Common Benefit Prior to Conveyance to the Association. Until such time as the Developer has transferred all interest in and rights to the Items of Common Benefit pursuant to Article II hereof and dedicated all public improvements to the appropriate public agency, authority or utility, the Developer shall have, at its election, the sole responsibility and duty of improving and maintaining the Items of Common Benefit, including, without limitation, the payment of taxes on and insurance in connection therewith (or such portion thereof that has not been conveyed to the Association) and the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Items of Common Benefit. In this regard, and during such period, all Assessments, both Annual and Special, collected by the Association shall be forthwith paid by the Association to the Developer, to the extent that such Assessments are required by the Developer to improve and maintain the Items of Common Benefit as set forth in this paragraph. The Association shall rely upon a certificate executed and delivered by the Developer with respect to the amount required by the Developer to improve and maintain the Items of Common Benefit hereunder. Any sums required by the Developer to improve and maintain the Items of Common Benefit, in excess of the Assessments collected by the Association, shall be borne and paid exclusively by the Developer.

Section 10. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within 30 days after the due date shall bear interest from the due date as provided in Section 1 of this Article IV. The Association may bring an action at law against the

Owner personally obligated to pay the same; may foreclose the lien against the property in accordance with the provisions of Section 1 of this Article IV; or may do both. No Owner may waive or otherwise escape personal liability for the Assessments provided for herein by non-use of the Items of Common Benefit or abandonment of his Lot.

Section 11. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to a judgment and court order on a foreclosure of any first mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempted from the Assessments, charges and liens created herein:

- (a) all properties dedicated and accepted by the local public authority and devoted to public use;
- (b) all Items of Common Benefit;
- (c) all areas reserved by the Developer, if any, as designated on Exhibit "B";
- (d) all Lots or other parcels of real estate owned by the Developer; and
- (e) all Lots owned by a residential contractor licensed in Allen County, Indiana as such and who holds title to a Lot for the purpose of constructing a Dwelling Unit on said Lot but not residing thereon.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. Generally. No building, outbuilding, fence, wall, swimming pool or spa, or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until two sets of plans and specifications showing 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 Developer. The Developer's approval or disapproval as required in these covenants shall be in writing. No structure of any kind which does not comply fully with such approved plans shall be erected, constructed, placed or maintained upon any Lot, and no changes or deviations in or from such plans as approved shall be made without the Developer's prior written consent. In the event the Developer, or its designated representatives, fails to approve or disapprove such improvements or other matters within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection, addition, alteration, or change has been commenced prior to the

completion thereof, written approval will not be required, and this Section 1 will be deemed to have been duly complied with by the Lot Owner. Neither the Developer, or its designated representatives, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Developer agrees, by submission of such plans, that he or it will not bring any action or suit against the Developer to recover any damages or to require the Developer to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete sets of plans to the Developer's office for review thereby, nor the approval thereof by the Developer, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent Lot Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

Section 2. Appointment of Committee. The Developer (or the Board following the formation by the Developer of the Association) may designate representatives to serve on the Architectural Control Committee (the "Committee"). The Committee shall consist of at least three (3) and no more than five (5) members appointed by the Developer or the Board, if applicable. Once the Committee is established by the Developer or the Board, the Committee shall assume the rights and obligations of the Developer under this Article V, subject to Sections 3 and 4 below.

Section 3. New Construction. Notwithstanding the provisions set forth in Section 2 above, until such time as the Developer has conveyed title to all Lots and is no longer a Class B member of the Association, the following shall apply:

(a) No Owner shall construct, or cause the construction of, a Dwelling Unit or building on any Lot prior to obtaining the Developer's written approval of the licensed residential contractor the Owner intends to engage to construct said Dwelling Unit or building; and

(b) All plans and specifications for the construction of a new Dwelling Unit and/or outbuilding shall be submitted to and approved or disapproved by the Developer pursuant to Section 1 above.

Section 4. Other Construction. Once the Developer has appointed the Committee pursuant to Section 2 hereof, any plans and specifications for construction not considered new construction of a Dwelling Unit and/or outbuilding, including, without limitation, subsequent construction, modifications and additions to or of structures or improvements, shall be submitted to and approved or disapproved by the Committee pursuant to Section 1 above.

ARTICLE VI
GENERAL POWERS AND DUTIES OF BOARD
OF DIRECTORS OF THE ASSOCIATION

Section 1. Powers and Duties. The Board of Directors, for the benefit of the Properties and the Owner, shall provide, and shall pay for out of the Annual Assessment fund provided for in Article IV, Sections 1 and 2 above, the following:

(a) taxes and Assessments and other liens and encumbrances which shall properly be assessed or charged against the Items of Common Benefit, if any, rather than against the individual Owners;

(b) care and preservation of the Items of Common Benefit and full maintenance of a utility service therefor, including the furnishing and upkeep of any Items of Common Benefit;

(c) care and preservation of any bike lanes and the striping associated therewith upon and after the dedication of the streets located in and servicing the Subdivision by the Developer to the appropriate public agency, authority or utility;

(d) the services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board of Directors, and the services of such other personnel as the Board of Directors shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board of Directors or by the manager;

(e) legal and accounting services;

(f) a policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants), incident to the operation of the Association, in an amount not less than \$100,000.00 to indemnify against the claim of one person, \$300,000.00 against the claim of two or more persons in any one occurrence, and property damage insurance in an amount not less than \$100,000.00 per occurrence; which policy or policies shall contain an endorsement providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insureds;

(g) workers' compensation insurance to the extent necessary to comply with any applicable laws;

(h) such fidelity bonds as the Board of Directors may determine to be advisable;

(i) any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or Assessments (including taxes or Assessments assessed against an individual Owner) which the Board of Directors is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

The Board of Directors shall have the following additional rights, powers and duties:

(j) to execute all declarations of ownership for tax assessment purposes with regard to the Items of Common Benefit on behalf of all Owners;

(k) to borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board of Directors sees fit;

(l) to enter into contracts, maintain one or more bank accounts (granting authority as the Board of Directors shall desire to one or more persons to sign checks) and, generally, to have all the powers necessary or incidental to the operation and management of the Association;

(m) to protect or defend the Items of Common Benefit from loss or damage by suit or otherwise, and to provide adequate reserves for replacements;

(n) to make reasonable rules and regulations for the operation of the Items of Common Benefit and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the members (without limiting the generality of the foregoing language, the rules and regulations may provide for limitations on use of the swimming pools or other common recreational areas during certain periods by youthful persons, visitors or otherwise);

(o) to make available to each Owner within 60 days after the end of each year an annual report and, upon the written request of 1/10 of the members, to have such report audited by an independent, certified public accountant, which audited report shall be made available to each member within 30 days after completion;

(p) to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the members in proportionate amounts to cover the deficiency;

(q) to enforce the provisions of these Restrictions and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

Section 2. Board Powers, Exclusive. The Board of Directors shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made by the Association, and the exclusive right and obligation to perform the functions of the Board of Directors, except as otherwise provided herein.

Section 3. Owner's Obligations to Repair. Each Owner shall, at his sole cost and expense, maintain and repair his Lot and the improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his Lot and the improvements thereon as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Lot and to

repair, maintain and restore the Lot and exterior of the buildings and any other improvements erected thereon; and each Owner (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any Assessment hereunder when due.

ARTICLE VII
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration (hereinabove defined as the "Existing Property" or, in the alternative, the "Real Estate"), located in Allen County, State of Indiana, is described on Exhibit "A" attached hereto, and is designated Canyon Cliffs.

Section 2. Additions to Existing Property. If the Developer is the owner of any property which it desires to add to the concept of Canyon Cliffs, including, without limitation, future properties to be added as additional sections of Canyon Cliffs, it may do so by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions, which shall extend the concept of the covenants, conditions and restrictions of this Declaration to such property, PROVIDED, HOWEVER, that (i) such additional property shall be contiguous (as hereafter defined) to the Properties subject to this Declaration at the time, and (ii) such Supplemental Declaration may contain such complimentary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of this Declaration. In no event, however, shall such Supplemental Declaration modify or add to the covenants established by this Declaration for the Existing Property. Any additions made and sections added by the Developer pursuant to this Section 2, when made, shall automatically become part of the membership of the Association, thereby extending the jurisdiction, functions, duties and membership of the Association to the sections and properties added. For the purposes hereof, the term "contiguous" shall mean adjoining; provided, that any tracts or parcels of land which are separated by a street, road, sidewalk, right-of-way, easement or other thoroughfare shall be deemed to be contiguous.

ARTICLE VIII
STORM WATER DETENTION SYSTEM
MAINTENANCE ASSESSMENT

Section 1. Bioswales and Bio-Retention Systems. The storm water detention system designed for the Subdivision and provided by the Developer shall include, without limitation, certain bioswales and bio-retention systems. Said bioswales and bio-retention systems shall be contained within certain areas over and in which the Developer shall reserve and grant certain rights, as more particularly described in Exhibit "C" attached hereto (the "Storm Drainage and Utility Easements"). Combined with the bio-retention systems and other storm water drainage and detention systems provided by the Developer under this Article VIII, said bioswales shall act to reduce or eliminate the volume of storm water runoff by providing proper soil conditions to

allow water to infiltrate into the soil, providing for treatment of the storm water by plant roots as well as infiltration into undisturbed subsoil. The bioswales, bio-retention systems, and other storm water drainage and detention systems provided by the Developer under this Article VIII shall be collectively referred to hereinafter as the "Storm Water Drainage and Detention Systems."

Section 2. Maintenance Obligation. Subject to the rights and duties reserved and granted within the Storm Drainage and Utility Easements, the Association shall be obligated to maintain, repair and/or replace, as necessary, the Storm Water Drainage and Detention Systems, together with outlets and water control structures, the cost of which shall be borne by all of the Owners in Canyon Cliffs, and subsequent Owners of Lots in any and all additional Properties.

Section 3. Right to Enforce. Subject to the rights and duties reserved and granted within the Drainage Easements, the Owner of any Lot in this section, or any future sections, of Canyon Cliffs, and/or the Allen County Drainage Board (or any successor public agency assuming jurisdiction over the Storm Water Drainage and Detention System), shall have the right to order the Association to carry out its obligation to maintain, repair and/or replace the Storm Water Drainage and Detention Systems' improvements, as above provided, and to assess the Owners of all Lots in this section and future sections of Canyon Cliffs with the cost thereof.

Section 4. Annual Assessment. Until the year beginning January 1, 2010, the Annual Assessment for Storm Water Drainage and Detention Systems' maintenance shall be \$25.00 per Lot. Commencing with the year beginning January 1, 2011, and each year thereafter, the Developer, if appropriate, or the Board of Directors of the Association, at its annual meeting next preceding, and each January 1 thereafter, shall set the amount of the Annual Assessment for the maintenance of the Storm Water Drainage and Detention Systems in addition to the regular annual maintenance fee for the Items of Common Benefit as set forth in Article IV, provided that the Annual Assessment for the Storm Water Drainage and Detention Systems under this Article VIII shall never be less than \$25.00.

Section 5. Amendment. Notwithstanding any provision to the contrary contained in this Article VIII, any alteration or amendment of this Article VIII must be made with the prior approval of the Allen County Plan Commission, and further that the Restrictions and Covenants contained in this Article VIII, and only as they relate to the Storm Water Drainage and Detention Systems and the maintenance and repair thereof, shall be in continuous effect for an indefinite period, except as amended with the prior approval of the Allen County Drainage Board (or any successor public agency assuming jurisdiction over the Storm Water Drainage and Detention System).

ARTICLE IX WETLANDS

Each Owner of any Lot, by acceptance of a deed therefor, Coldwater Estates, LLC, while it remains the titleholder to any Lot, and the Association upon taking title to any portions of real estate, are deemed to acknowledge, covenant and agree that the portions of the Subdivision or of any Lot considered, by law or regulation, to be wetlands shall remain subject to all federal, state

and local regulations and restrictions governing the access to, use, maintenance and preservation of wetlands.

ARTICLE X GENERAL PROVISIONS

Section 1. Residential Purposes. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Dwelling Unit not to exceed two and one-half stories in height, including a garage attached thereto pursuant to Section 5 below.

Section 2. Home Occupations. No Lot shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows, may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family residing in said Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that indicates from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a Dwelling Unit; (b) no commodity is sold upon the Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit; and (d) no mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, licensed child care center or other licensed or regulated babysitting service, animal hospital, or any form of animal care or treatment such as dog trimming, or any form of equine training, riding, breeding, and/or boarding service be construed as a home occupation.

Section 3. Building Sizes. No Dwelling Unit shall be built on any Lot having the living area of the main structure, exclusive of one-story open porches, breezeways or garages of less than 2,200 square feet for a one-story Dwelling Unit, not less than 2,600 square feet for a Dwelling Unit of more than one story.

(a) Section 4. Side Line and Front Line Setback Restrictions. No Dwelling Unit 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 established by the Developer for the Subdivision. In any event, no Dwelling Unit shall be located nearer than a distance of seven (7) feet to an interior Lot line. No projection of any Dwelling Unit shall be permitted to extend into or encroach upon the space between said building line and the street adjacent thereto, except that the steps and platforms of the main door may extend over said line not to exceed five (5) feet. On all other Lots, no Dwelling Unit shall be located on any of such Lots nearer than 25 feet to the rear Lot line, subject to Allen County Subdivision Control Ordinance 4-2-3-4(p)(4).

Section 5. Garages. All Dwelling Units must have a full-size, attached, three (3) car garage of at least 600 square feet, with all but a maximum of 200 square feet thereof, or the square footage equivalent of a one (1) bay garage, whichever is smaller. However, the Architectural Control Committee shall have the authority to approve any proposed garage not in

compliance with the restrictions set forth in this Section 5, subject to and in accordance with Article V hereof.

Section 6. Additional Rights within Easements. In addition to rights granted and reserved by the Developer relative to the Storm Water Drainage Systems discussed above, easement rights and duties for the installation and maintenance of utilities shall be reserved and granted as part of Exhibit "C" attached hereto. 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 enter and leave at those places where distribution facilities enter and leave the subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any Dwelling Unit or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Lots and shall carry not less than three 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 Storm Drainage and Utility 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 7. Surface Drainage. The Storm Drainage and Utility Easements used for drainage purposes are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage pursuant to the terms and conditions of the Drainage Easements 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.

Section 8. Nuisances. 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 9. Temporary Structures and Storage.

(a) No structure or item of a temporary character, including, without limitation, any trailer, boat or similar type watercraft, boat trailer, truck, commercial vehicle, recreational vehicle (RV) camper shell, all terrain vehicle (ATV), camper or camping trailer, basement, tent, shack, garage, barn or other temporary structure or item shall be either used, parked, stored, or located on any Lot, or adjacent to any Lot, public street or right-of-way within the Subdivision at any time, or used as a residence, either temporarily or permanently, with the exception of being permitted to be parked ungaraged on a Lot for periods not to exceed 48 hours, or for a period of which is, in the aggregate, not in excess of eight (8) days per calendar year.

(b) If upon the Association's provision of notice required by law, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle or improperly placed structure, the Association shall have the option and right to have the vehicle towed and/or structure hauled away at the vehicle owner's expense. By this provision, each Owner and vehicle owner consents to such tow or haul. In the event the vehicle owner fails to pay the towing costs upon demand, or the structure owner fails to pay the hauling costs upon demand, the Association shall have the right to levy a charge for the costs against the Lot and Owner in question, that is, against the Owner for himself/herself as the owner of the vehicle and for his/her family, lessees, guests, employees, visitors, etc. as owner(s) of the vehicle or structure (as such, the Owner is liable for the vehicle or structure violations of his/her family, lessees, guests, visitors, etc.), and the charge shall be collected by the Association pursuant to the remedies made available to it pursuant to Article IV hereof.

Section 10. Clotheslines. No clothes, linens, or the like shall be hung in any manner outside a Dwelling Unit. No clotheslines or poles shall be permitted on any Lot.

Section 11. Outbuildings and Other Structures. Any outbuilding or other similar structure constructed and/or located on any Lot shall have an exterior that is consistent with the material and design of the Dwelling Unit and shall be further subject to the prior approval of the Developer as set forth in Article V, Section 1 hereof.

Section 12. Signs. No sign of any kind shall be displayed to the public view on any Lot except (a) one sign used by a realtor of not more than five square feet advertising the property for sale; (b) one sign used by a builder to advertise the property during the construction and sales period which shall be not more than five square feet; and (c) any sign displayed by the Developer.

Section 13. Radio and Television Antennas. No radio or television antenna with more than 30 square feet of grid area or which attains a height of six feet above the highest point of the roof shall be attached to any Dwelling Unit. No freestanding radio or television antenna or receiving disk or dish shall be permitted on any Lot. No solar panels, whether attached to or detached from a Dwelling Unit, shall be permitted.

Section 14. Drilling, Refining, Quarrying and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 15. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Any such pet kept by an Owner hereunder shall be kept primarily indoors and within the confines of the Dwelling Unit a majority of the time. Further, should any pet kept hereunder cross the boundary lines of its Owner's Lot for any reason, said Owner shall keep the pet on a leash, or like harness, maintain

control over said pet at all times, and immediately tend to the cleanup of any bodily or other waste left by said pet outside the boundary of said Owner's Lot.

Section 16. Waste. 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 which are not visible from the front of any residence. No outside incinerators shall be kept or allowed on any Lot.

Section 17. Building Materials. All Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any Dwelling Unit or other permitted structure on any Lots of said Subdivision and no roll roofing of any description or character shall be used on the roof of any Dwelling Unit or other permitted structure on any of said Lots. All exterior building surfaces, materials and colors shall be approved by the Committee, or the Developer if appropriate.

Section 18. Driveways. All driveways shall be constructed to adjoin the Dwelling Unit and its garage to the common street provided by the Developer for purposes of ingress and egress to the Subdivision and its Lots and, from said street to each garage, shall be poured concrete or asphalt. No driveways shall be constructed on any Lot in a location that will span, cross over, encroach on, or otherwise impact or effect a bioswale and/or bio-retention system referenced in Article VIII hereof.

Section 19. Individual Water and Sewage Systems Servicing Dwelling Unit. Individual sewage disposal systems shall be installed, maintained and used to service the Dwelling Unit on each Lot in this Subdivision. However, except for any Lot or Lots owned by the Developer and as provided in Section 20, no individual water supply system shall be installed, maintained or used on any Lots in this Subdivision.

Section 20. Individual Water Supply Systems for Irrigation. Any Lot Owner may install, maintain or use an individual water supply system for the sole and exclusive purpose of supplying irrigation to and for said Owner's Lot or Lots. Two (2) sets of the plans and specifications showing the nature, materials and location of the individual water supply system and the source of the water supply shall be submitted to and approved in writing by the Architectural Control Committee prior to construction. No deviations or changes in or from said plans and specifications as approved shall be made without prior written consent from the Architectural Control Committee.

Section 21. Use of Public Easements. Pursuant to the terms and conditions of the Storm Drainage and Utility Easements attached hereto as Exhibit "C," easements in the streets are hereby reserved and granted to the Developer, the Association, and any public or quasi-public utility company engaged in supplying one or more of the services contemplated in Sections 6 and 7 or this Section 21 of Article X, 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. All such easements shall be kept free of 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 their utility or sewage facilities, and that 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 obstruction to its original form, subject to Allen County Subdivision Control Ordinance 4-2-3-4(p)(4), as amended from time to time.

Section 22. Sanitary Sewer Restrictions. No rain and storm water runoff or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from Storm Water Drainage and Detention System. No sanitary sewage shall at any time be discharged or permitted to flow into the Storm Water Drainage and Detention System.

Section 23. Improvements. Before any Dwelling Unit on any Lot in this Subdivision shall be used and occupied as a dwelling or otherwise, the Developer or any subsequent Owner of such Lot shall install improvements serving such Lot provided in said plans and specifications for such improvements filed with the appropriate governmental authorities, together with any amendments or additions thereto which said governmental authorities may authorize or require. This covenant shall run with the land and be enforceable by any governmental authority having jurisdiction over the Subdivision, or by any aggrieved Lot Owner in this Subdivision.

Section 24. Permits and Certificates. Before any Dwelling Unit on any Lot may be used or occupied, such user or occupier shall first obtain from the Allen County Zoning Administrator an Improvement Location Permit and a Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Section 25. Fencing. No fence of any kind shall be located on any Lot or any portion thereof, except for a privacy fence located adjacent to and containing any Dwelling Unit's back patio and/or deck area. The construction of said privacy fence shall be subject to the provisions contained in Article V hereof regarding architectural control, and no fence permitted hereunder shall exceed four (4) feet in height.

Section 26. Mailboxes. The initial type of mailboxes shall be the Canyon Cliffs Design and the location and installation of mailboxes shall be the responsibility of the Developer.

Section 27. Time for Building Completion and Restoration. Every Dwelling Unit on any Lot in the Subdivision shall be completed within 18 months after the beginning of such construction. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three months from the time of such destruction or damage.

Section 28. Single Owner Continuous or Multiple Lots. Whenever two (2) or more Lots in the Subdivision shall be owned by the same person, contiguously situated or otherwise, such Owner shall be subject to and agree to pay to the Association for each Lot owned by said Owner all assessments and other charges collectible by the Association pursuant to Article IV of these Restrictions. The Owner of any Lot or Lots in addition to that Lot upon which said Owner's Dwelling Unit shall be constructed shall be responsible for providing yard-quality grass seeding and appropriate maintenance thereof for each additional Lot. Any proposed use of said additional Lot or Lots shall be consistent with and not violate the provisions of Article X, Section 1 and Section 9 hereof. Any proposed temporary or other use of any additional Lot or Lots inconsistent with or in violation of Article X, Section 1 and/or Section 9 hereof, shall be approved by the Committee pursuant to Article V.

Section 29. Subdivision of Lots. Subject to the Developer's right to subdivide any parcel of Real Estate or Lot at any time prior to the conveyance thereof to an Owner, no Lot or combination of Lots may be further subdivided by any Owner, except for any Lot or Lots which may be conveyed to the Developer by any Owner pursuant to a written agreement between the Developer and said Owner. The provisions contained herein shall in no way prohibit the Developer from subdividing all or a portion of the Real Estate to establish the Lots for transfer to an Owner, so long as said subdivision of all or a portion of the Real Estate is done in a manner consistent with and not in violation of the pertinent provisions of Title 4 of the Subdivision Control Ordinance of Allen County, as amended from time to time.

Section 30. Landscaping. All Owners shall landscape, or cause to be landscaped, their Lot, at a minimum, in a manner so as to remain consistent with the aesthetic integrity of the landscaping contained on the Properties, as defined by the Developer. Said landscaping shall be completed, or caused to be completed, by each Owner within one (1) year after the date of said Owner's certificate of occupancy, as issued by the Allen County Building Department, authorizing the Owner's occupancy of the house. The foregoing landscaping requirements shall not apply to the Developer or any Lot owned by the Developer.

Section 31. Fires. No outdoor fires for the purpose of burning leaves, grass or other forms of trash shall be permitted to burn upon any street roadway or Lot in this Subdivision, other than that as related to the construction of a Dwelling Unit.

Section 32. Chimneys. All fireplace chimneys shall be of natural material construction, if located on the front of the house. If on sides or rear, the chimney may be vinyl wood grain siding.

Section 33. Pools and Hot Tubs. No above-ground pool which requires a filtration system or other above-ground pool which is more than six (6) feet in diameter and 18 inches deep shall be placed or maintained on any Lot. No in-ground swimming pool, hot tub or spa, or any fence proposed to contain said pool, hot tub or spa, may be placed or maintained on any Lot without the prior written approval of the Committee, or the Developer, at any time prior to the appointment of the members of the Committee by the Developer, in accordance with Article V

and shall be subject to the pertinent portions of the Allen County Zoning Ordinance. Any Owner of a Lot containing a swimming pool, hot tub or spa must cover said swimming pool, hot tub or spa with a cover that, at a minimum, will supersede any fencing required under the pertinent portions of the Allen County Zoning Ordinance. Buildings or other structures may be constructed for the sole purpose of containing all mechanical equipment and other apparatus necessary to operate an in-ground swimming pool, hot tub or spa allowed hereunder. However, the construction of any building or other structure hereunder shall not be commenced without the prior written approval of the Committee, or the Developer, if appropriate, in accordance with Article V and pursuant to Section 11 of this Article X, and shall be subject to the pertinent portions of the Allen County Zoning Ordinance.

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

Section 35. Partial Invalidation. Invalidation of any one of these Restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 36. Covenants, Restrictions and Extensions. The Covenants and Restrictions herein contained shall run with the land and be effective for a term of 20 years from the date these Restrictions are recorded, after which time they shall automatically be extended for successive periods of 10 years.

Section 37. Termination or Amendment by Developer. Until such time as the last Lot is sold by the Developer, or two (2) years from the date of these Restrictions, whichever is later:

- (a) the Developer, at its discretion, may abolish or amend these Restrictions or change them in whole or in part, subject, however, to approval of the Allen County Plan Commission; or
- (b) these Restrictions may be amended by an instrument signed by not less than 75% of the Owners, subject to the approval of the Developer and of the Allen County Plan Commission.

Section 38. Rights of Ingress and Egress. The rights of ingress and egress to the Subdivision shall only be in such locations as shown on the plans and specifications of the Subdivision.

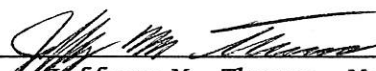
Section 39. Sidewalks. No sidewalk intended for public use or access shall be located on any Lot or any portion thereof. Notwithstanding the foregoing, private sidewalks or walkways may be constructed leading from the driveway to the front, side or back entrances of the

Dwelling Unit for purposes of access to said entrances. In the event any such private sidewalk or walkway is constructed, said sidewalk or walkway shall be all concrete or brick, or a combination thereof.

Section 40. Enforcement. In addition to the provisions contained in Article IV, Section 1, should any Owner violate any provision of these Restrictions, said Owner shall pay all costs and expenses incurred by the Association and/or the Developer, or its successors and assigns, in connection with the enforcement of these Restrictions, including, without limitation, all attorney fees and expenses, interest, and any cost of collection.

IN WITNESS WHEREOF, Coldwater Estates, LLC, owner of the real estate described herein, has set its hand this 7th day of May, 2009.

COLDWATER ESTATES, LLC
A Limited Liability Company

By: 
Jeffrey M. Thomas, Member

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared Michael W. Thomas, known to me to be the person, and Member, whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Coldwater Estates, LLC, a limited liability company, and that he executed the same as the act of such Coldwater Estates, LLC for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of May, 2009.

Marshall M. Murray
Marshall M. Murray, Notary Public
A resident of Allen County

My Commission Expires:
March 6, 2014

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. Arlene L. Colone

This instrument prepared by:
J. Rickard Donovan
ROTHBERG LOGAN & WARSCO LLP
110 West Berry Street, Suite 2100
Fort Wayne, IN 46802
Telephone: (260) 422-9454

MAIL TO: Coldwater Estates, LLC
1020 East Dupont Road
Fort Wayne, IN 46825

**AGREEMENT TO CONSTRUCT AND MAINTAIN
A STORM WATER DETENTION SYSTEM/STORM WATER QUALITY TREATMENT
SYSTEM**

Project Name: CANYON Cliffs

The undersigned, hereinafter the Grantor, are the owners of the following described real estate, hereinafter referred to as "Real Estate," located in Allen County, Indiana to wit:

*Legal description of the tract of land being impressed with maintenance burden
as described on attached Exhibit A.*

The undersigned plans to construct a storm water detention and/or storm water quality treatment system on a portion of the above described real estate as specified in development plans, a copy of which have been filed with the Allen County Department of Planning Services (DPS) and/or Allen County Surveyor's Office (ACSO).

The ACSO, the Grantee, as the governmental entity having power and authority to regulate storm water drainage facilities and systems on real property in Allen County, Indiana, desires that the Grantor, and all of its successors in interest to the Real Estate, maintain and keep in good repair the storm water detention and/or storm water quality treatment system located on the Real Estate.

In order to induce the ACSO to approve the above referenced development plans, the Grantor does hereby covenant and agree that they will construct (or cause to be constructed) the storm water detention and/or storm water quality treatment system in accordance with the above referenced plans; and, that they, or its successors in interest to the Real Estate, will be responsible for its perpetual maintenance, repair, or replacement if necessary. Maintenance shall include structural as well as cosmetic activities including, but not limited to, mowing, weed, algae, and mosquito control. All maintenance will be done so as to assure that storm runoff will be detained and that the rate of runoff will not be increased after the improvements have been constructed as contemplated. Maintenance of the storm water quality treatment system will also be done in accordance with the Storm Water Pollution Prevention Plan (SWPPP) and Post Construction Operations & Maintenance Manual and/or Post Construction Plan as approved by the ACSO, and will be done so as to assure that storm runoff exiting the storm water quality treatment system will continue to meet the water quality and total suspended solids requirements of the approved plans.

The ACSO, or its successor agency, shall have the right of entry over, across, and through the Real Estate for the purpose of inspecting, evaluating, maintaining, or repairing the storm water detention basin and/or storm water quality treatment system. The ACSO, or its successor agency, shall have the right to order Grantor, or its successors in interest to the Real Estate, to perform its obligations of normal and emergency maintenance, repairs, and/or replacement of the storm water drainage, detention, and/or storm water quality treatment facilities. In the event the Grantor, or its successors in interest to the Real Estate, fails to make appropriate corrections within thirty (30) days of receiving notification from the ACSO in writing of the needed repairs or maintenance, then the ACSO shall have the right, but not the duty, to enter upon the Real Estate and perform such obligations of the Grantor and to collect from same the reasonable costs thereof.


The Grantor, or its successors in interest to the Real Estate, shall indemnify and save harmless the ACSO, its appointed and elected officers, employees, and contractors from and against all loss or expense for the design, construction, maintenance, and operation of the storm drainage

and/or storm water quality treatment facilities, including but not limited to judgments, settlements, attorney's fees and costs by reason of claims and demands upon the ACSO or its contractors for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any persons on account damage to property due to negligence of the owners employees, contractors, or agents. It is further provided that no liability shall attach the ACSO by reason of entering into this contract, except as provided herein.

The covenants contained herein shall constitute covenants to run with all the land comprising the Real Estate and shall be binding upon the Grantor and all other persons and parties claiming through the Grantor, and shall be a limitation on all future owners of said Real Estate. Grantor, upon conveyance of the Real Estate, shall be released from its obligations under this Agreement, with such obligations being assumed by Grantor's successor in interest.

Dated this 7th day of May, 2009.

Company/Affiliation Coldwater Estates LLC

BY Coldwater Estates, LLC 


Printed Name and Title Jeffrey M. Thomas, member

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF INDIANA)

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared Jeffrey M. Thomas as member (Title) for Coldwater Estates LLC (Project) and acknowledged the execution of the foregoing Document as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notary seal this 7th day of May, 2009.


Notary Public
Martha M. Murray
Printed Name of Notary

Resident of County: Allen

My Commission Expires: March 6, 2014

Prepared by: Jeffrey M. Thomas

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.



[Signed, printed or stamped name of individual. Note: if signed, please print name also]

EXHIBIT "A"

ORIGINAL CONSOLIDATED REMINDER DESCRIPTION:

(all of two tracts described in Documents Numbered 2008052171 and 2008052173, together with parts of five tracts described in three Documents Numbered 2008052169, 2008052170, and 2008052172)

Part of the Southwest Quarter, together with part of the Northwest Quarter, all in Section 3, Township 32 North, Range 12 East, Allen County, Indiana, being more particularly described as follows, to wit:

Commencing at the Southwest corner of said Section 3, being marked by a 1 inch diameter rod; thence North 01 degrees 56 minutes 36 seconds West (deed bearing and basis of all bearings in this description), on and along the West line of said Southwest Quarter, being within the right-of-way of Coldwater Road, a distance of 425.00 feet to a survey nail at a southwest corner of a 20.26 acre tract of real estate described in a deed to Coldwater Estates, LLC, in Document Number 2008052169 in the Office of the Recorder of Allen County, Indiana, this being the true point of beginning; thence North 01 degrees 56 minutes 36 seconds West, continuing on and along said West line and within said right-of-way, a distance of 385.00 feet to a survey nail at the southwest corner of an 11.743 acre tract of real estate described in a deed to Charles J. Bodenhafer in Document Number 2008052175; thence easterly, on and along the southerly, easterly, and northerly lines of said 11.743 acre tract on the following courses and distances:

North 88 degrees 03 minutes 24 seconds East, a distance of 123.55 feet to the point of curvature of a tangent circular curve to the left having a radius of 120.00 feet; thence Easterly, on and along the arc of said curve, an arc distance of 41.89 feet, being subtended by a long chord having a length of 41.68 feet and a bearing of North 78 degrees 03 minutes 24 seconds East to the point of tangency; thence North 68 degrees 03 minutes 24 seconds East and tangent to said curve, a distance of 51.81 feet to the point of curvature of a tangent circular curve to the right having a radius of 180.00 feet; thence Easterly, on and along the arc of said curve, an arc distance of 142.17 feet, being subtended by a long chord having a length of 138.50 feet and a bearing of South 89 degrees 18 minutes 58 seconds East to the point of tangency; thence South 66 degrees 41 minutes 21 seconds East and tangent to said curve, a distance of 58.31 feet to the point of curvature of a tangent circular curve to the left having a radius of 186.33 feet; thence Easterly, on and along the arc of said curve, an arc distance of 220.05 feet, being subtended by a long chord having a length of 207.49 feet and a bearing of North 79 degrees 28 minutes 41 seconds East to the point of tangency; thence North 45 degrees 38 minutes 39 seconds East and tangent to said curve, a distance of 250.00 feet to the point of curvature of a tangent circular curve to the right having a radius of 749.82 feet; thence Northeasterly, on and along the arc of said curve, an arc distance of 567.38 feet, being subtended by a long chord having a length of 553.94 feet and a bearing of North 67 degrees 19 minutes 18 seconds East to a #5 rebar; thence North 02 degrees 32 minutes 56 seconds West, a distance of 292.16 feet to a #5 rebar; thence North 71 degrees 46 minutes 15 seconds West, a distance of 227.37 feet to a #5 rebar; thence South 49 degrees 52 minutes 26 seconds West, a distance of 133.89 feet to a #5 rebar; thence South 89 degrees 25 minutes 58 seconds West, a distance of 250.39 feet to a point on the centerline of Cedar Creek; thence South 06 degrees 15 minutes 12 seconds West, on and along said centerline, a distance of 85.00 feet to a point; thence South 41 degrees 09 minutes 04 seconds West, continuing on and along said centerline, a distance of 110.00 feet to a point; thence South 81 degrees 32 minutes 43 seconds West, continuing on and along said centerline, a distance of 117.00 feet to a north corner of said 11.743 acre tract;

thence North 62 degrees 56 minutes 19 seconds West, continuing on and along said centerline and a southerly line of the aforesaid 27.33 acre tract, a distance of 330.94 feet to a point; thence North 56 degrees 23 minutes 25 seconds West, continuing on and along said centerline and a southerly line of said 27.33 acre tract, a distance of 273.88 feet to a point on said centerline, being a westerly corner of said 27.33 acre tract; thence South 78 degrees 11 minutes 07 seconds East, on and along a north line of said 27.33 acre tract, a distance of 495.84 feet to a #5 rebar at a north corner thereof; thence South 18 degrees 46 minutes 26 seconds East, continuing on and along a north line of said 27.33 acre tract, a distance of 95.11 feet to a #5 rebar at a north corner thereof; thence North 49 degrees 21 minutes 46 seconds East, continuing on and along a north line of said 27.33 acre tract, a distance of 223.63 feet to a point on the westerly bank of said Cedar Creek; thence North 23 degrees 14 minutes 25 seconds West, on and along said westerly bank and a westerly line of said 27.33 acre tract, a distance of 221.67 feet to a northwest corner of said 27.33 acre tract, also being the southwest corner of 20.49 acre tract of real estate described in a deed to Coldwater Estates, LLC, in Document Number 2008052173 in the Office of said Recorder; thence North 60 degrees 35 minutes 19 seconds West, continuing on and along said westerly bank and a westerly line of said 20.49 acre tract, a distance of 128.15 feet to a point; thence North 11 degrees 56 minutes 52 seconds West, continuing on and along said westerly bank and a westerly line of said 20.49 acre tract, a distance of 245.45 feet to a point; thence North 36 degrees 53 minutes 09 seconds West, continuing on and along said westerly bank and a westerly line of said 20.49 acre tract, a distance of 294.24 feet to a point; thence North 19 degrees 46 minutes 47

seconds East, continuing on and along said westerly bank and a westerly line of said 20.49 acre tract, a distance of 309.99 feet to the northwest corner of said 20.49 acre tract, being a point on the North line of said Southwest Quarter; thence North 88 degrees 29 minutes 27 seconds East, on and along said North line, a distance of 887.73 feet to the northeast corner of said 20.49 acre tract, also being the most westerly corner of a 21.98 acre tract of real estate described in a deed to Coldwater Estates, LLC, in Document Number 2008052171 in the Office of said Recorder; thence North 01 degrees 43 minutes 16 seconds West, on and along the west line of said 21.98 acre tract, a distance of 12.00 feet to a point on the easterly bank of said Cedar Creek; thence North 83 degrees 33 minutes 10 seconds East, on and along said easterly bank and a northerly line of said 21.98 acre tract, a distance of 245.80 feet to a point; thence North 60 degrees 18 minutes 59 seconds East, continuing on and along said easterly bank and a northerly line of said 21.98 acre tract, a distance of 279.22 feet to the most northerly corner of said 21.98 acre tract, also being the most westerly corner of a 20.01 acre tract of real estate described in a deed to Coldwater Estates, LLC, in Document Number 2008052170 in the Office of said Recorder; thence North 35 degrees 11 minutes 22 seconds East, continuing on and along the easterly bank of said Cedar Creek and a northwesterly line of said 20.01 acre tract, a distance of 192.10 feet to the southwest corner of a 7.595 acre tract of real estate described in a deed to Charles J. Bodenhafer in Document Number 2008052175; thence northerly and easterly, on and along the southeastern boundary of said 7.595 acre tract on the following courses and distances:

South 75 degrees 17 minutes 49 seconds East, a distance of 130.28 feet to a #5 rebar; thence North 68 degrees 45 minutes 52 seconds East, a distance of 55.65 feet to a #5 rebar; thence North 42 degrees 53 minutes 53 seconds East, a distance of 85.16 feet to a #5 rebar; thence North 16 degrees 30 minutes 59 seconds East, a distance of 129.68 feet to a #5 rebar; thence North 04 degrees 51 minutes 12 seconds West, a distance of 85.40 feet to a #5 rebar; thence North 15 degrees 49 minutes 42 seconds West, a distance of 164.04 feet to a #5 rebar; thence North 86 degrees 05 minutes 44 seconds East, a distance of 101.00 feet to a #5 rebar; thence South 71 degrees 35 minutes 32 seconds East, a distance of 151.96 feet to a #5 rebar; thence South 88 degrees 54 minutes 45 seconds East, a distance of 90.61 feet to a #5 rebar; thence South 78 degrees 20 minutes 58 seconds East, a distance of 140.81 feet to a #5 rebar on the East line of said Northwest Quarter;

thence South 01 degrees 32 minutes 27 East, on and along the East line of said Northwest Quarter, a distance of 1057.53 feet to a #5 rebar at the Center of said Section 3; thence South 01 degrees 30 minutes 04 seconds East, on and along the East line of said Southwest Quarter, a distance of 812.34 feet to a #4 rebar and 2.5 inch steel post at a southeast corner of said 21.98 acre tract; thence South 88 degrees 30 minutes 09 seconds West, on and along a south line of said 21.98 acre tract, a distance of 251.81 feet to a 2.5 inch steel post at a south corner thereof; thence South 74 degrees 32 minutes 31 seconds West, continuing on and along said south line, a distance of 432.72 feet to a 1.5 inch diameter pipe at a south corner thereof; thence South 02 degrees 10 minutes 54 seconds East, on and along an east line of said 21.98 acre tract, a distance of 359.62 feet to a #6 rebar at an east corner thereof; thence North 88 degrees 54 minutes 50 seconds East, on and along a north line of said 21.98 acre tract, a distance of 667.50 feet to a survey nail at an east corner thereof, being a point on the East line of said Southwest Quarter; thence South 01 degrees 30 minutes 04 seconds East, on and along said East line, being within the right-of-way of Richey Lane, a distance of 1361.80 feet to a #4 rebar at the South Quarter corner of said Section 3; thence South 89 degrees 08 minutes 40 seconds West, on and along the South line of said Southwest Quarter, being partially within the right-of-way of Chapman Road, a distance of 2272.78 feet to a south corner of the aforesaid 20.26 acre tract; thence North 01 degrees 56 minutes 36 seconds West, on and along a west line of said 20.26 acre tract and parallel with the West line of said Southwest Quarter, a distance of 425.00 feet to a #4 rebar at a south corner of said 20.26 acre tract; thence South 89 degrees 08 minutes 40 seconds West, on and along a south line of said 20.26 acre tract and parallel with the South line of said Southwest Quarter, a distance of 326.00 feet to the true point of beginning, containing 130.754 acres of land, subject to legal right-of-way for Coldwater Road, Chapman Road, and Richey Lane, and subject to all easements of record. This description is based on an original survey by Sauer Land Surveying, Inc., dated November 19, 2008, and numbered ODC-001.

EXHIBIT "B"

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DESCRIPTION: (parts of six tracts described in Documents Numbered
2008052169, 2008052171, 2009014366, and 2009014367)

Part of the Southwest Quarter of Section 3, Township 32 North, Range 12 East, Allen County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Southwest corner of said Section 3, being marked by a 1 inch diameter rod; thence North 01 degrees 56 minutes 36 seconds West (deed bearing and basis of all bearings in this description), on and along the West line of said Southwest Quarter, being within the right-of-way of Coldwater Road, a distance of 425.00 feet to a survey nail at a southwest corner of a 20.26 acre tract of real estate described in a deed to Coldwater Estates, LLC, in Document Number 2008052169 in the Office of the Recorder of Allen County, Indiana; thence North 89 degrees 08 minutes 40 seconds East, on and along the south line of said 20.26 acre tract, a distance of 60.01 feet to a #5 rebar at the Southerly terminus of the East right-of-way line of Coldwater Road as established in Document Number 2009015058, this being the true point of beginning; thence North 89 degrees 08 minutes 40 seconds East, on and along the south line of said 20.26 acre tract, a distance of 20.00 feet to a point; thence North 01 degrees 56 minutes 36 seconds West and parallel with said West line, a distance of 282.02 feet to a point; thence South 88 degrees 03 minutes 24 seconds East, a distance of 55.00 feet to a point; thence North 36 degrees 22 minutes 39 seconds East, a distance of 34.72 feet to a point; thence Easterly, on and along a non tangent circular curve to the left having a radius of 200.00 feet, an arc distance of 36.69 feet, being subtended by a long chord having a length of 36.63 feet and a bearing of North 73 degrees 18 minutes 42 seconds East to the point of tangency; thence North 68 degrees 03 minutes 24 seconds East and tangent to said curve, a distance of 51.81 feet to the point of curvature of a tangent circular curve to the right having a radius of 100.00 feet; thence Easterly, on and along the arc of said curve, an arc distance of 78.98 feet, being subtended by a long chord having a length of 76.95 feet and a bearing of South 89 degrees 18 minutes 58 seconds East to the point of tangency; thence South 66 degrees 41 minutes 21 seconds East and tangent to said curve, a distance of 58.31 feet to the point of curvature of a tangent circular curve to the left having a radius of 266.33 feet; thence Easterly, on and along the arc of said curve, an arc distance of 225.51 feet, being subtended by a long chord having a length of 218.83 feet and a bearing of North 89 degrees 03 minutes 14 seconds East to a point; thence South 36 degrees 56 minutes 41 seconds East, a distance of 15.57 feet to a point; thence North 76 degrees 26 minutes 59 seconds East, a distance of 90.57 feet to a point; thence North 45 degrees 15 minutes 39 seconds East, a distance of 94.47 feet to a point; thence North 34 degrees 52 minutes 31 seconds East, a distance of 48.89 feet to a point; thence North 10 degrees 30 minutes 22 seconds West, a distance of 44.93 feet to a point; thence North 45 degrees 38 minutes 39 seconds East, a distance of 94.06 feet to the point of curvature of a tangent circular curve to the right having a radius of 669.82 feet; thence Northeasterly, on and along the arc of said curve, an arc distance of 529.00 feet, being subtended by a long chord having a length of 515.36 feet and a bearing of North 68 degrees 16 minutes 09 seconds East to the point of tangency; thence South 89 degrees 06 minutes 21 seconds East and tangent to said curve, a distance of 84.50 feet to the point of curvature of a tangent circular curve to the right having a radius of 30.00 feet; thence Southeasterly, on and along the arc of said curve, an arc distance of 22.69 feet, being subtended by a long chord having a length of 22.16 feet and a bearing of South 67 degrees 26 minutes 05 seconds East to the point of reverse curvature of a tangent circular curve to the left having a radius of 80.00 feet; thence Easterly and Northerly, on and along the arc of said curve, an arc distance of 246.70 feet, being subtended by a long chord having a length of 159.93 feet and a bearing of North 45 degrees 53 minutes 39 seconds East to the point of reverse curvature of a tangent circular curve to the right having a radius of 30.00 feet; thence Northwesterly on and along the arc of said curve, an arc distance of 22.69 feet, being subtended by a long chord having a length of 22.16 feet and a bearing of North 20 degrees 46 minutes 35 seconds West to the point of tangency; thence North 00 degrees 53 minutes 39 seconds East and tangent to said curve, a distance of 262.49 feet to the point of curvature of a tangent circular curve to the right having a radius of 100.00 feet; thence Northeasterly, on and along the arc of said curve, an arc distance of 105.13 feet, being subtended by a long chord having a length of 100.35 feet and a bearing of North 31 degrees 00 minutes 41 seconds East to the point of tangency; thence North 61 degrees 07 minutes 43 seconds East and tangent to said curve, a distance of 123.24 feet to a point; thence South 28 degrees 52 minutes 17 seconds East, a distance of 47.00 feet to a point; thence South 72 degrees 52 minutes 16 seconds East, a distance of 31.99 feet to a point; thence North 61 degrees 09 minutes 10 seconds East, a distance of 36.00 feet to a point; thence North 14 degrees 45 minutes 45 seconds East, a distance of 34.53 feet to a point; thence North 28 degrees 52 minutes 17 seconds West, a distance of 60.00 feet to a point; thence Northeasterly, on and along the arc of a non tangent circular curve to the left having a radius of 200.00 feet, an arc distance of 65.44 feet, being subtended by a long chord having a length of 65.15 feet and a bearing of North 29 degrees 26 minutes 57 seconds East to the point of tangency; thence North

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20 degrees 04 minutes 30 seconds East and tangent to said curve, a distance of 222.23 feet to a point; thence South 79 degrees 31 minutes 10 seconds East, a distance of 53.68 feet to a point; thence North 58 degrees 07 minutes 59 seconds East, a distance of 25.20 feet to a point; thence North 20 degrees 04 minutes 30 seconds East, a distance of 15.71 feet to a point; thence North 10 degrees 35 minutes 17 seconds West, a distance of 33.56 feet to a point; thence North 59 degrees 04 minutes 41 seconds West, a distance of 48.04 feet to a point; thence Northerly, on and along the arc of a non tangent circular curve to the right having a radius of 471.99 feet, an arc distance of 76.70 feet, being subtended by a long chord having a length of 76.62 feet and a bearing of North 32 degrees 21 minutes 01 seconds East to the point of tangency; thence North 37 degrees 00 minutes 21 seconds East and tangent to said curve, a distance of 25.00 feet to the point of curvature of a tangent circular curve to the left having a radius of 200.00 feet; thence Northerly, on and along the arc of said curve, an arc distance of 73.82 feet, being subtended by a long chord having a length of 73.41 feet and a bearing of North 26 degrees 25 minutes 53 seconds East to the point of tangency; thence North 15 degrees 51 minutes 25 seconds East and tangent to said curve, a distance of 16.99 feet to the point of curvature of a tangent circular curve to the right having a radius of 40.00 feet; thence Northeasterly, on and along the arc of said curve, an arc distance of 28.91 feet, being subtended by a long chord having a length of 28.28 feet and a bearing of North 36 degrees 33 minutes 42 seconds East to the point of reverse curvature of a tangent circular curve to the left having a radius of 80.00 feet; thence Northerly and Westerly, on and along the arc of said curve, an arc distance of 366.96 feet, being subtended by a long chord having a length of 120.00 feet and a bearing of North 74 degrees 08 minutes 35 seconds West to the point of reverse curvature of a tangent circular curve to the right having a radius of 40.00 feet; thence Southerly, on and along the arc of said curve, an arc distance of 28.91 feet, being subtended by a long chord having a length of 28.28 feet and a bearing of South 04 degrees 50 minutes 53 seconds East to the point of tangency; thence South 15 degrees 51 minutes 25 seconds West and tangent to said curve, a distance of 16.99 feet to the point of curvature of a tangent circular curve to the right having a radius of 100.00 feet; thence Southwesterly, on and along the arc of said curve, an arc distance of 36.91 feet, being subtended by a long chord having a length of 36.70 feet and a bearing of South 26 degrees 25 minutes 53 seconds West to the point of tangency; thence South 37 degrees 00 minutes 21 seconds West and tangent to said curve, a distance of 25.00 feet to the point of curvature of a tangent circular curve to the left having a radius of 571.99 feet; thence Southerly, on and along the arc of said curve, an arc distance of 98.69 feet, being subtended by a long chord having a length of 98.57 feet and a bearing of South 32 degrees 03 minutes 46 seconds West to a point; thence South 90 degrees 00 minutes 00 seconds West, a distance of 24.41 feet to a point; thence South 85 degrees 28 minutes 54 seconds West, a distance of 92.51 feet to a point; thence South 37 degrees 08 minutes 51 seconds West, a distance of 105.31 feet to a point; thence South 12 degrees 37 minutes 51 seconds West, a distance of 87.16 feet to a point; thence South 18 degrees 20 minutes 06 seconds East, a distance of 170.23 feet to a point; thence Southwesterly, on and along the arc of a non tangent circular curve to the right having a radius of 100.00 feet, an arc distance of 13.23 feet, being subtended by a long chord having a length of 13.22 feet and a bearing of South 57 degrees 20 minutes 22 seconds West to the point of tangency; thence South 61 degrees 07 minutes 43 seconds West and tangent to said curve, a distance of 129.38 feet to the point of curvature of a tangent circular curve to the left having a radius of 200.00 feet; thence Southwesterly, on and along the arc of said curve, an arc distance of 210.26 feet, being subtended by a long chord having a length of 200.71 feet and a bearing of South 31 degrees 00 minutes 41 seconds West to the point of tangency; thence South 00 degrees 53 minutes 39 seconds West and tangent to said curve, a distance of 287.99 feet to a point; thence North 89 degrees 06 minutes 21 seconds West, a distance of 110.00 feet to the point of curvature of a tangent circular curve to the left having a radius of 769.82 feet; thence Westerly, on and along the arc of said curve, an arc distance of 26.00 feet, being subtended by a long chord having a length of 26.00 feet and a bearing of South 89 degrees 55 minutes 36 seconds West to a point on the east line of an 11.743 acre tract of real estate described in a deed to Charles J. Bodenhafer in Document Number 2008052175 in the Office of said Recorder; thence South 02 degrees 32 minutes 56 seconds East, on and along said east line, a distance of 20.01 feet to a #5 rebar at the southeast corner of said 11.743 acre tract, being a point on the North right-of-way line of Canyon Cliffs Road as established in Document Number 2009015060 in the Office of said Recorder; thence Easterly, on and along said North right-of-way line as defined by the arc of a non tangent circular curve to the right having a radius of 749.82 feet, an arc distance of 24.80 feet, being subtended by a long chord having a length of 24.80 feet and a bearing of North 89 degrees 56 minutes 48 seconds East to the point of tangency; thence South 89 degrees 06 minutes 21 seconds East, continuing on and along said North right-of-way line, a distance of 80.00 feet to the Southerly terminus of the Westerly right-of-way line of Heron's Nest Cove as established in Document Number 2009015061 in the Office of said Recorder, and being the point of curvature of a tangent circular curve to the left having a radius of 50.00 feet; thence Northerly, Easterly, and Southerly, on and along the entirety of the right-of-way of said Heron's Nest Cove on the following courses and distances:

(continued on Page 3)

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Northeasterly, on and along the arc of said 50.00 foot radius curve, an arc distance of 78.54 feet, being subtended by a long chord having a length of 70.71 feet and a bearing of North 45 degrees 53 minutes 39 seconds East to the point of tangency; thence North 00 degrees 53 minutes 39 seconds East and tangent to said curve, a distance of 257.99 feet to the point of curvature of a tangent circular curve to the right having a radius of 180.00 feet; thence Northeasterly, on and along the arc of said curve, an arc distance of 189.23 feet, being subtended by a long chord having a length of 180.64 feet and a bearing of North 31 degrees 00 minutes 41 seconds East to the point of tangency; thence North 61 degrees 07 minutes 43 seconds East and tangent to said curve, a distance of 129.38 feet to the point of curvature of a tangent circular curve to the left having a radius of 120.00 feet; thence Northeasterly, on and along the arc of said curve, an arc distance of 85.98 feet, being subtended by a long chord having a length of 84.15 feet and a bearing of North 40 degrees 36 minutes 06 seconds East to the point of tangency; thence North 20 degrees 04 minutes 30 seconds East and tangent to said curve, a distance of 242.06 feet to the point of curvature of a tangent circular curve to the right having a radius of 551.99 feet; thence Northerly, on and along the arc of said curve, an arc distance of 163.11 feet, being subtended by a long chord having a length of 162.52 feet and a bearing of North 28 degrees 32 minutes 25 seconds East to the point of tangency; thence North 37 degrees 00 minutes 21 seconds East and tangent to said curve, a distance of 25.00 feet to the point of curvature of a tangent circular curve to the left having a radius of 120.00 feet; thence Northerly, on and along the arc of said curve, an arc distance of 44.29 feet, being subtended by a long chord having a length of 44.04 feet and a bearing of North 26 degrees 25 minutes 53 seconds East to the point of tangency; thence North 15 degrees 51 minutes 25 seconds East and tangent to said curve, a distance of 16.99 feet to the point of curvature of a tangent circular curve to the left having a radius of 60.00 feet; thence Northerly, on and along the arc of said curve, an arc distance of 43.36 feet, being subtended by a long chord having a length of 42.43 feet and a bearing of North 04 degrees 50 minutes 53 seconds West to the point of reverse curvature of a tangent circular curve to the right having a radius of 60.00 feet; thence Northerly, Easterly, and Southerly, on and along the arc of said curve, an arc distance of 275.22 feet, being subtended by a long chord having a length of 90.00 feet and a bearing of South 74 degrees 08 minutes 35 seconds East to the point of reverse curvature of a tangent circular curve to the left having a radius of 60.00 feet; thence Southerly, on and along the arc of said curve, an arc distance of 43.36 feet, being subtended by a long chord having a length of 42.43 feet and a bearing of South 36 degrees 33 minutes 42 seconds West to the point of tangency; thence South 15 degrees 51 minutes 25 seconds West and tangent to said curve, a distance of 16.99 feet to the point of curvature of a tangent circular curve to the left having a radius of 180.00 feet; thence Southwesterly, on and along the arc of said curve, an arc distance of 66.44 feet, being subtended by a long chord having a length of 66.06 feet and a bearing of South 26 degrees 25 minutes 53 seconds West to the point of tangency; thence South 37 degrees 00 minutes 21 seconds West and tangent to said curve, a distance of 25.00 feet to the point of curvature of a tangent circular curve to the left having a radius of 491.99 feet; thence Southerly, on and along the arc of said curve, an arc distance of 145.38 feet, being subtended by a long chord having a length of 144.85 feet and a bearing of South 28 degrees 32 minutes 25 seconds West to the point of tangency; thence South 20 degrees 04 minutes 30 seconds West and tangent to said curve, a distance of 242.06 feet to the point of curvature of a tangent circular curve to the right having a radius of 180.00 feet; thence Southwesterly, on and along the arc of said curve, an arc distance of 128.97 feet, being subtended by a long chord having a length of 126.23 feet and a bearing of South 40 degrees 36 minutes 56 seconds West to the point of tangency; thence South 61 degrees 07 minutes 43 seconds West and tangent to said curve, a distance of 129.38 feet to the point of curvature of a tangent circular curve to the left having a radius of 120.00 feet; thence Southwesterly, on and along the arc of said curve, an arc distance of 126.15 feet, being subtended by a long chord having a length of 120.42 feet and a bearing of South 31 degrees 00 minutes 41 seconds West to the point of tangency; thence South 00 degrees 53 minutes 39 seconds West and tangent to said curve, a distance of 262.49 feet to the point of curvature of a tangent circular curve to the left having a radius of 50.00 feet; thence Southeasterly, on and along the arc of said curve, an arc distance of 37.82 feet, being subtended by a long chord having a length of 36.93 feet and a bearing of South 20 degrees 46 minutes 35 seconds East to the Southerly Terminus of the Easterly right-of-way line of Heron's Nest Cove, being a point on the cul-de-sac right-of-way line of said Canyon Cliffs Road, being the point of reverse curvature of a tangent circular curve to the right having a radius of 60.00 feet; thence on and along the right-of-way line of said Canyon Cliffs Road on the following courses and distances:

Southerly, and Westerly on and along the arc of said curve, an arc distance of 185.02 feet, being subtended by a long chord having a length of 119.95 feet and a bearing of South 45 degrees 53 minutes 39 seconds West to the point of

(continued on Page 4)

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EXHIBIT "B"

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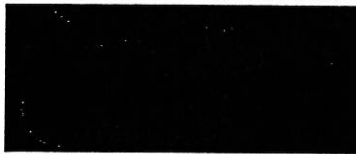
reverse curvature of a tangent circular curve to the left having a radius of 50.00 feet; thence Northwesterly on and along the arc of said curve, an arc distance of 37.82 feet, being subtended by a long chord having a length of 36.93 feet and a bearing of North 67 degrees 26 minutes 06 seconds West to the point of tangency; thence North 89 degrees 06 minutes 21 seconds West and tangent to said curve, a distance of 84.50 feet to the point of curvature of a tangent circular curve to the left having a radius of 689.82 feet; thence Southwesterly, on and along the arc of said curve, an arc distance of 544.79 feet, being subtended by a long chord having a length of 530.74 feet and a bearing of South 68 degrees 16 minutes 09 seconds West to the point of tangency; thence South 45 degrees 38 minutes 39 seconds West and tangent to said curve, a distance of 250.00 feet to the point of curvature of a tangent circular curve to the right having a radius of 246.33 feet; thence Westerly, on and along the arc of said curve, an arc distance of 290.92 feet, being subtended by a long chord having a length of 274.30 feet and a bearing of South 79 degrees 28 minutes 39 seconds West to the point of tangency; thence North 66 degrees 41 minutes 21 seconds West and tangent to said curve, a distance of 58.31 feet to the point of curvature of a tangent circular curve to the left having a radius of 120.00 feet; thence Westerly, on and along the arc of said curve, an arc distance of 94.78 feet, being subtended by a long chord having a length of 92.34 feet and a bearing of North 89 degrees 18 minutes 58 seconds West to the point of tangency; thence South 68 degrees 03 minutes 24 seconds West and tangent to said curve, a distance of 51.81 feet to the point of curvature of a tangent circular curve to the right having a radius of 180.00 feet; thence Westerly, on and along the arc of said curve, an arc distance of 62.83 feet, being subtended by a long chord having a length of 62.51 feet and a bearing of South 78 degrees 03 minutes 24 seconds West to the point of tangency; thence South 88 degrees 03 minutes 24 seconds West and tangent to said curve, a distance of 43.55 feet to the point of curvature of a tangent circular curve to the left having a radius of 20.00 feet; thence Southwesterly, on and along the arc of said curve, an arc distance of 31.42 feet, being subtended by a long chord having a length of 28.28 feet and a bearing of South 43 degrees 03 minutes 24 seconds West to the point of tangency, being the Westerly terminus of the South right-of-way line of said Canyon Cliffs Road and being a point on the East right-of-way line of Coldwater Road as established in Document Number 2009015058 on the Office of said Recorder;

thence South 01 degrees 56 minutes 36 seconds East, on and along said East right-of-way line, a distance of 306.14 feet to the true point of beginning, containing 3.530 acres of land, subject to all easements of record.



SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this description, together with the Right-of-way Easement plat in EXHIBIT "B" and the Rule 12 Survey recorded in Document Number 2008058798 in the Office of the Recorder of Allen County, Indiana (incorporated and made a part hereof by reference), comprise an Original Survey of the area benefited by the subject easement and is executed in accordance with Administrative Code 865 Article 1-12 (Rule 12).



Date: April 10, 2009

Indiana Professional Land Surveyor

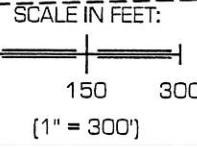
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EXHIBIT "B"

West Quarter Corner, Sec. 3, T 32 N, R 12 E (Nail Fnd. flush)

LINE	BEARING	DISTANCE
L0	N 89°08'40" E	20.00'
L1	N 01°56'36" W	282.02'
L2	S 88°03'24" E	55.00'
L3	N 36°22'39" E	34.72'
L4	N 68°03'24" E	51.81'
L5	S 66°41'21" E	58.31'
L6	S 36°56'41" E	15.57'
L7	N 76°26'59" E	90.57'
L8	N 45°15'39" E	94.47'
L9	N 34°52'31" E	48.89'
L10	N 10°30'22" W	44.93'
L11	N 45°38'39" E	94.06'
L12	S 89°06'21" E	84.50'
L13	N 00°53'39" E	262.49'
L14	N 61°07'43" E	123.24'
L15	S 28°52'17" E	47.00'
L16	S 72°52'16" E	31.99'
L17	N 61°09'10" E	36.00'
L18	N 14°45'45" E	34.53'
L19	N 28°52'17" W	60.00'
L20	N 20°04'30" E	222.23'
L21	S 79°31'10" E	53.68'
L22	N 58°07'59" E	25.20'
L23	N 20°04'30" E	15.71'
L24	N 10°35'17" W	33.56'
L25	N 59°04'41" W	48.04'
L26	N 37°00'21" E	25.00'
L27	N 15°51'25" E	16.99'
L28	S 15°51'25" W	16.99'
L29	S 37°00'21" W	25.00'
L30	S 90°00'00" W	24.41'
L31	S 85°28'54" W	92.51'
L32	S 37°08'51" W	105.31'
L33	S 12°37'51" W	87.18'
L34	S 18°20'06" E	170.23'
L35	S 61°07'43" W	129.38'
L36	S 00°53'39" W	287.99'
L37	N 89°06'21" W	110.00'
L38	S 02°32'56" E	20.01'
L39	S 89°06'21" E	80.00'
L40	N 00°53'39" E	257.99'
L41	N 61°07'43" E	129.38'
L42	N 20°04'30" E	242.06'
L43	N 37°00'21" E	25.00'
L44	N 15°51'25" E	16.99'
L45	S 15°51'25" W	16.99'
L46	S 37°00'21" W	25.00'
L47	S 20°04'30" W	242.06'
L48	S 61°07'43" W	129.38'
L49	S 00°53'39" W	262.49'
L50	N 89°06'21" W	84.50'
L51	S 45°38'39" W	250.00'
L52	N 66°41'21" W	58.31'
L53	S 68°03'24" W	51.81'
L54	S 88°03'24" W	43.55'
L55	S 01°56'36" E	306.14'



COLDWATER ROAD

N 01°56'36" W
2188.36'

W. Line, SW 1/4, Sec. 3-32-12

(Basis of Bearings)
N 01°56'36" W
425.00'

N 89°08'40" E
60.01'

3.18 ACRES
Shure
(Doc. 206010572)

SW Cor., Sec. 3,
T 32 N, R 12 E
(1" Rod Fnd. flush)

11.743 ACRES Bodenhofer, Charles J. (Doc. 2008052175)

27.33 ACRES (Gross) Coldwater Estates, LLC (Doc. 2008052169)

20.28 ACRES Coldwater Estates, LLC (Doc. 2008052169)

21.98 ACRES Coldwater Estates, LLC (Doc. 2008052171)

21.082 ACRES Coldwater Estates, LLC (Doc. 2009014366)

27.33 ACRES (Gross) Coldwater Estates, LLC (Doc. 2008052169)

21.98 ACRES Coldwater Estates, LLC (Doc. 2008052171)

20.02 ACRES Coldwater Estates, LLC (Doc. 2008052169)

37.33 ACRES (Gross) Coldwater Estates, LLC (Doc. 2008052169)

21.98 ACRES Coldwater Estates, LLC (Doc. 2008052171)

12.888 ACRES Coldwater Estates, LLC (Doc. 2009014367)

AREA=3.530 acres

Canyon Cliffs Road (Doc. 2009015060)

Heron's Nest Cove (Doc. 2009015061)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C0	200.00'	36.69'	36.63'	N 73°18'42" E	10°30'35"
C1	100.00'	78.98'	76.95'	S 89°18'58" E	45°15'15"
C2	266.33'	225.51'	218.83'	N 89°03'14" E	48°30'51"
C3	669.82'	529.00'	515.36'	N 68°16'09" E	45°15'00"
C4	30.00'	22.69'	22.16'	S 67°26'05" E	43°20'30"
C5	80.00'	246.70'	159.93'	N 45°53'39" E	176°41'01"
C6	30.00'	22.69'	22.16'	N 20°46'35" W	43°20'30"
C7	100.00'	105.13'	100.35'	N 31°00'41" E	60°14'03"
C8	200.00'	65.44'	65.15'	N 29°26'57" E	18°44'53"
C9	471.99'	76.70'	76.62'	N 32°21'01" E	09°18'40"
C10	200.00'	73.82'	73.41'	N 26°25'53" E	21°08'56"
C11	40.00'	28.91'	28.28'	N 36°33'42" E	41°24'35"
C12	80.00'	366.96'	120.00'	N 74°08'35" W	262°49'09"
C13	40.00'	28.91'	28.28'	S 04°50'53" E	41°24'35"
C14	100.00'	36.91'	36.70'	S 26°25'53" W	21°08'56"
C15	571.99'	98.69'	98.57'	S 32°03'46" W	09°53'10"
C16	100.00'	13.23'	13.22'	S 57°20'22" W	07°34'42"
C17	200.00'	210.26'	200.71'	S 31°00'41" W	60°14'03"
C18	769.82'	26.00'	26.00'	S 89°55'36" W	01°56'07"
C19	749.82'	24.80'	24.80'	N 89°56'48" E	01°53'43"
C20	50.00'	78.54'	70.71'	N 45°53'39" E	90°00'00"
C21	180.00'	189.23'	180.64'	N 31°00'41" E	60°14'03"
C22	120.00'	85.98'	84.15'	N 40°36'06" E	41°03'13"
C23	551.99'	163.11'	162.52'	N 28°32'25" E	16°55'51"
C24	120.00'	44.29'	44.04'	N 26°25'53" E	21°08'56"
C25	60.00'	43.36'	42.43'	N 04°50'53" W	41°24'35"
C26	60.00'	275.22'	90.00'	S 74°08'35" E	262°49'09"
C27	60.00'	43.36'	42.43'	S 36°33'42" W	41°24'35"
C28	180.00'	66.44'	66.06'	S 26°25'53" W	21°08'56"
C29	491.99'	145.38'	144.85'	S 28°32'25" W	16°55'51"
C30	180.00'	128.97'	126.23'	S 40°36'06" W	41°03'13"
C31	120.00'	126.15'	120.42'	S 31°00'41" W	60°14'03"
C32	50.00'	37.82'	36.93'	S 20°46'35" E	43°20'30"
C33	60.00'	185.02'	119.95'	S 45°53'39" W	176°40'59"
C34	50.00'	37.82'	36.93'	N 67°26'06" W	43°20'30"
C35	689.82'	544.79'	530.74'	S 68°16'09" W	45°15'00"
C36	246.33'	290.92'	274.30'	S 79°28'39" W	67°40'00"
C37	120.00'	94.78'	92.34'	N 89°18'58" W	45°15'15"
C38	180.00'	62.83'	62.51'	S 78°03'24" W	20°00'00"
C39	20.00'	31.42'	28.28'	S 43°03'24" W	90°00'00"

Sauer Land Surveying, Inc.

14033 Illinois Road, Suite C Fort Wayne, IN 46814
Tel: 260/469-3300 Fax: 469-3301

EXHIBIT "B-1"

Page 1 of 2

DESCRIPTION: (part of a tract described in Document Number 2008052169)

Part of the Southwest Quarter of Section 3, Township 32 North, Range 12 East, Allen County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Southwest corner of said Section 3, being marked by a 1 inch diameter rod; thence North 01 degrees 56 minutes 36 seconds West (deed bearing and basis of all bearings in this description), on and along the West line of said Southwest Quarter, being within the right-of-way of Coldwater Road, a distance of 425.00 feet to a survey nail at a southwest corner of a 20.26 acre tract of real estate described in a deed to Coldwater Estates, LLC, in Document Number 2008052169 in the Office of the Recorder of Allen County, Indiana; thence North 89 degrees 08 minutes 40 seconds East, on and along the south line of said 20.26 acre tract, a distance of 60.01 feet to a #5 rebar at the Southerly terminus of the East right-of-way line of Coldwater Road as established in Document Number 2009015058; thence North 89 degrees 08 minutes 40 seconds East, on and along the south line of said 20.26 acre tract, a distance of 20.00 feet to a point; thence North 01 degrees 56 minutes 36 seconds West and parallel with said West line, a distance of 282.02 feet to a point; thence South 88 degrees 03 minutes 24 seconds East, a distance of 55.00 feet to a point; thence North 36 degrees 22 minutes 39 seconds East, a distance of 34.72 feet to a point; thence Easterly, on and along a non tangent circular curve to the left having a radius of 200.00 feet, an arc distance of 36.69 feet, being subtended by a long chord having a length of 36.63 feet and a bearing of North 73 degrees 18 minutes 42 seconds East to the point of tangency; thence North 68 degrees 03 minutes 24 seconds East and tangent to said curve, a distance of 51.81 feet to the point of curvature of a tangent circular curve to the right having a radius of 100.00 feet; thence Easterly, on and along the arc of said curve, an arc distance of 78.98 feet, being subtended by a long chord having a length of 76.95 feet and a bearing of South 89 degrees 18 minutes 58 seconds East to the point of tangency; thence South 66 degrees 41 minutes 21 seconds East and tangent to said curve, a distance of 58.31 feet to the point of curvature of a tangent circular curve to the left having a radius of 266.33 feet; thence Easterly, on and along the arc of said curve, an arc distance of 129.46 feet, being subtended by a long chord having a length of 128.19 feet and a bearing of South 80 degrees 36 minutes 52 seconds East to the true point of beginning; thence Easterly, continuing on and along the arc of said curve, an arc distance of 40.15 feet, being subtended by a long chord having a length of 40.11 feet and a bearing of North 81 degrees 08 minutes 28 seconds East to a point; thence South 13 degrees 10 minutes 41 seconds East, a distance of 443.45 feet to a point; thence South 60 degrees 00 minutes 00 seconds West, a distance of 41.79 feet to a point; thence North 13 degrees 10 minutes 41 seconds West, a distance of 458.57 feet to the true point of beginning, containing 0.414 acres of land, subject to all easements of record.

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this description, together with the Right-of-way Easement plat in EXHIBIT "B" and the Rule 12 Survey recorded in Document Number 2008058798 in the Office of the Recorder of Allen County, Indiana (incorporated and made a part hereof by reference), comprise an Original Survey of the area benefited by the subject easement and is executed in accordance with Administrative Code 865 Article 1-12 (Rule 12).



Date: April 20, 2009

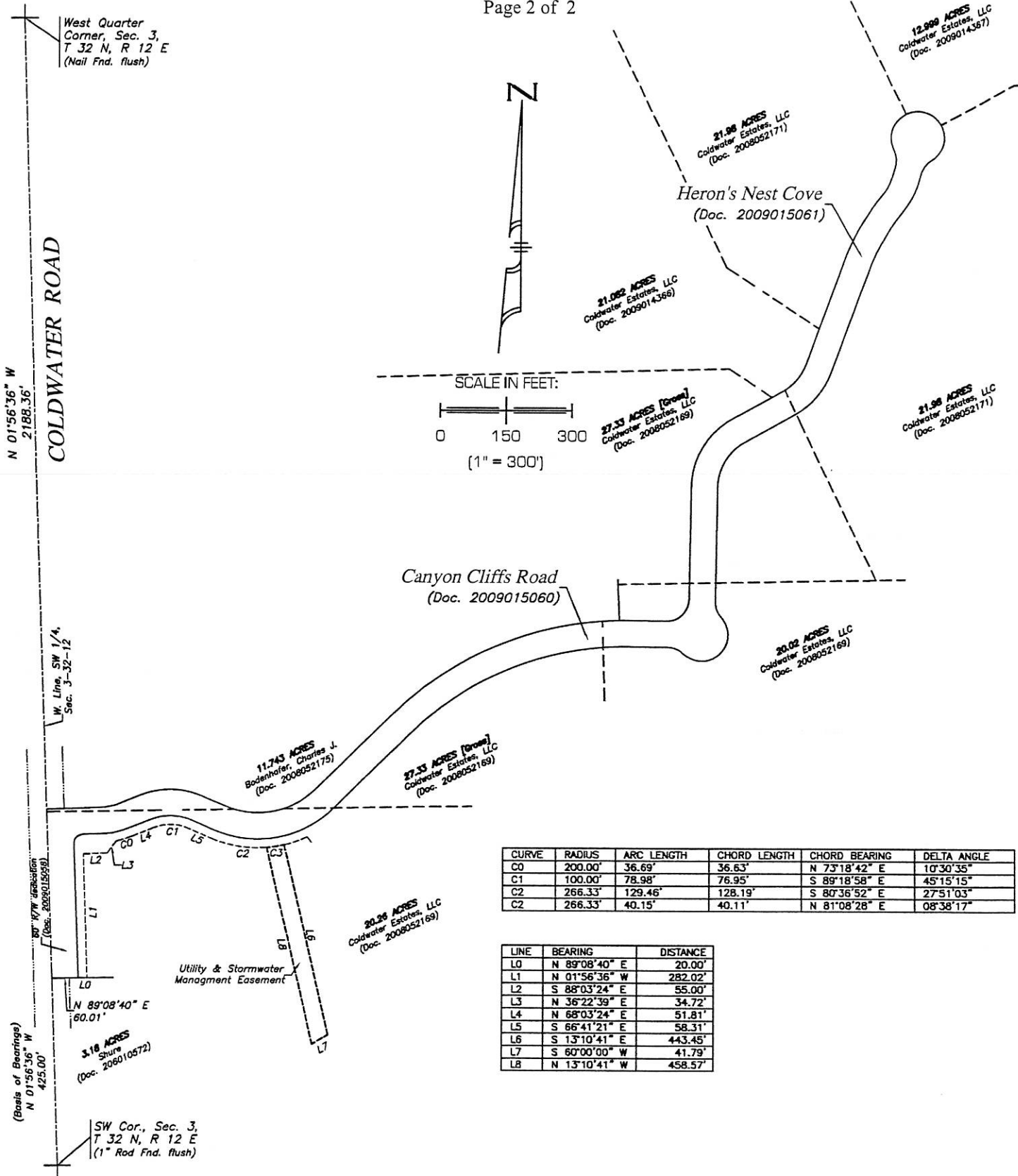
Indiana Professional Land Surveyor

Sauer Land Surveying, Inc.

14033 Illinois Road, Suite C Tel: 260/469-3300
Fort Wayne, IN 46814 Fax: 469-3301

EXHIBIT "B-1"

Page 2 of 2



West Quarter
Corner, Sec. 3,
T 32 N, R 12 E
(Nail Fnd. flush)

N 01°56'36" W
2188.36'

COLDWATER ROAD



SCALE IN FEET:
0 150 300
(1" = 300')

12.989 ACRES
Coldwater Estates, LLC
(Doc. 2009014367)

21.98 ACRES
Coldwater Estates, LLC
(Doc. 2009052171)

Heron's Nest Cove
(Doc. 2009015061)

21.082 ACRES
Coldwater Estates, LLC
(Doc. 2009014366)

27.33 ACRES (Gross)
Coldwater Estates, LLC
(Doc. 2008052169)

21.98 ACRES
Coldwater Estates, LLC
(Doc. 2009052171)

Canyon Cliffs Road
(Doc. 2009015060)

20.02 ACRES
Coldwater Estates, LLC
(Doc. 2008052169)

11.743 ACRES
Bodenhofer, Charles J.
(Doc. 2008052175)

27.33 ACRES (Gross)
Coldwater Estates, LLC
(Doc. 2008052169)

20.26 ACRES
Coldwater Estates, LLC
(Doc. 2008052169)

Utility & Stormwater
Management Easement

3.18 ACRES
Shure
(Doc. 208010572)

SW Cor., Sec. 3,
T 32 N, R 12 E
(1" Rod Fnd. flush)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C0	200.00'	36.69'	36.63'	N 73°18'42" E	10°30'35"
C1	100.00'	78.98'	76.95'	S 89°18'58" E	45°15'15"
C2	266.33'	129.46'	128.19'	S 80°36'52" E	27°51'03"
C2	266.33'	40.15'	40.11'	N 81°08'28" E	08°38'17"

LINE	BEARING	DISTANCE
L0	N 89°08'40" E	20.00'
L1	N 01°56'36" W	282.02'
L2	S 88°03'24" E	55.00'
L3	N 36°22'39" E	34.72'
L4	N 68°03'24" E	51.81'
L5	S 66°41'21" E	58.31'
L6	S 13°10'41" E	443.45'
L7	S 60°00'00" W	41.79'
L8	N 13°10'41" W	458.57'

Sauer Land Surveying, Inc.

14033 Illinois Road, Suite C Fort Wayne, IN 46814
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EXHIBIT "B-2"

Page 1 of 3

DESCRIPTION: (part of two tracts described in Documents Numbered 2008052169 and 2008052171)

Part of the Southwest Quarter of Section 3, Township 32 North, Range 12 East, Allen County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Southwest corner of said Section 3, being marked by a 1 inch diameter rod; thence North 01 degrees 56 minutes 36 seconds West (deed bearing and basis of all bearings in this description), on and along the West line of said Southwest Quarter, being within the right-of-way of Coldwater Road, a distance of 425.00 feet to a survey nail at a southwest corner of a 20.26 acre tract of real estate described in a deed to Coldwater Estates, LLC, in Document Number 2008052169 in the Office of the Recorder of Allen County, Indiana; thence North 89 degrees 08 minutes 40 seconds East, on and along the south line of said 20.26 acre tract, a distance of 60.01 feet to a #5 rebar at the Southerly terminus of the East right-of-way line of Coldwater Road as established in Document Number 2009015058; thence North 89 degrees 08 minutes 40 seconds East, on and along the south line of said 20.26 acre tract, a distance of 20.00 feet to a point; thence North 01 degrees 56 minutes 36 seconds West and parallel with said West line, a distance of 282.02 feet to a point; thence South 88 degrees 03 minutes 24 seconds East, a distance of 55.00 feet to a point; thence North 36 degrees 22 minutes 39 seconds East, a distance of 34.72 feet to a point; thence Easterly, on and along a non tangent circular curve to the left having a radius of 200.00 feet, an arc distance of 36.69 feet, being subtended by a long chord having a length of 36.63 feet and a bearing of North 73 degrees 18 minutes 42 seconds East to the point of tangency; thence North 68 degrees 03 minutes 24 seconds East and tangent to said curve, a distance of 51.81 feet to the point of curvature of a tangent circular curve to the right having a radius of 100.00 feet; thence Easterly, on and along the arc of said curve, an arc distance of 78.98 feet, being subtended by a long chord having a length of 76.95 feet and a bearing of South 89 degrees 18 minutes 58 seconds East to the point of tangency; thence South 66 degrees 41 minutes 21 seconds East and tangent to said curve, a distance of 58.31 feet to the point of curvature of a tangent circular curve to the left having a radius of 266.33 feet; thence Easterly, on and along the arc of said curve, an arc distance of 225.51 feet, being subtended by a long chord having a length of 218.83 feet and a bearing of North 89 degrees 03 minutes 14 seconds East to a point; thence South 36 degrees 56 minutes 41 seconds East, a distance of 15.57 feet to a point; thence North 76 degrees 26 minutes 59 seconds East, a distance of 90.57 feet to a point; thence North 45 degrees 15 minutes 39 seconds East, a distance of 94.47 feet to a point; thence North 34 degrees 52 minutes 31 seconds East, a distance of 48.89 feet to a point; thence North 10 degrees 30 minutes 22 seconds West, a distance of 44.93 feet to a point; thence North 45 degrees 38 minutes 39 seconds East, a distance of 94.06 feet to the point of curvature of a tangent circular curve to the right having a radius of 669.82 feet; thence Northeasterly, on and along the arc of said curve, an arc distance of 529.00 feet, being subtended by a long chord having a length of 515.36 feet and a bearing of North 68 degrees 16 minutes 09 seconds East to the point of tangency; thence South 89 degrees 06 minutes 21 seconds East and tangent to said curve, a distance of 84.50 feet to the point of curvature of a tangent circular curve to the right having a radius of 30.00 feet; thence Southeasterly, on and along the arc of said curve, an arc distance of 22.69 feet, being subtended by a long chord having a length of 22.16 feet and a bearing of South 67 degrees 26 minutes 05 seconds East to the point of reverse curvature of a tangent circular curve to the left having a radius of 80.00 feet; thence Easterly and Northerly, on and along the arc of said curve, an arc distance of 246.70 feet, being subtended by a long chord having a length of 159.93 feet and a bearing of North 45 degrees 53 minutes 39 seconds East to the point of reverse curvature of a tangent circular curve to the right having a radius of 30.00 feet; thence Northwesterly on and along the arc of said curve, an arc distance of 22.69 feet, being subtended by a long chord having a length of 22.16 feet and a bearing of North 20 degrees 46 minutes 35 seconds West to the point of tangency; thence North 00 degrees 53 minutes 39 seconds East and

(Continued on Page 2)

Sauer Land Surveying, Inc.

14033 Illinois Road, Suite C Tel: 260/469-3300
Fort Wayne, IN 46814 Fax: 469-3301

EXHIBIT "B-2"

Page 2 of 3

(continued from Page 1)

tangent to said curve, a distance of 232.71 feet to the true point of beginning; thence continuing North 00 degrees 53 minutes 39 seconds, a distance of 29.79 feet to the point of curvature of a tangent circular curve to the right having a radius of 100.00 feet; thence Northeasterly, on and along the arc of said curve, an arc distance of 10.87 feet, being subtended by a long chord having a length of 10.87 feet and a bearing of North 04 degrees 00 minutes 33 seconds East to a point; thence South 27 degrees 45 minutes 05 seconds East, a distance of 95.55 feet to a point; thence South 71 degrees 12 minutes 42 seconds East, a distance of 157.23 feet to a point; thence North 68 degrees 44 minutes 21 seconds East, a distance of 83.29 feet to a point; thence North 12 degrees 59 minutes 46 seconds West, a distance of 108.42 feet to a point; thence North 00 degrees 44 minutes 09 seconds East, a distance of 31.22 feet to a point; thence North 26 degrees 24 minutes 37 seconds West, a distance of 62.63 feet to a point; thence North 61 degrees 09 minutes 10 seconds East, a distance of 20.02 feet to a point; thence South 26 degrees 24 minutes 37 seconds East, a distance of 68.31 feet to a point; thence South 00 degrees 44 minutes 09 seconds West, a distance of 33.65 feet to a point; thence South 12 degrees 59 minutes 46 seconds East, a distance of 123.31 feet to a point; thence South 68 degrees 44 minutes 21 seconds West, a distance of 107.88 feet to a point; thence North 71 degrees 12 minutes 42 seconds West, a distance of 172.49 feet to a point; thence North 27 degrees 45 minutes 05 seconds West, a distance of 68.14 feet to the true point of beginning, containing 0.256 acres of land, subject to all easements of record.



SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this description, together with the Right-of-way Easement plat in EXHIBIT "B" and the Rule 12 Survey recorded in Document Number 2008058798 in the Office of the Recorder of Allen County, Indiana (incorporated and made a part hereof by reference), comprise an Original Survey of the area benefited by the subject easement and is executed in accordance with Administrative Code 865 Article 1-12 (Rule 12).

A handwritten signature in black ink, appearing to read "John C. Sauer".

Date: April 20, 2009

Indiana Professional Land Surveyor

Sauer Land Surveying, Inc.

14033 Illinois Road, Suite C Tel: 260/469-3300
Fort Wayne, IN 46814 Fax: 469-3301

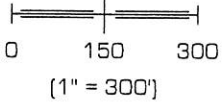
EXHIBIT "B-2"

West Quarter
Corner, Sec. 3,
T 32 N, R 12 E
(Nail Fnd. flush)

LINE	BEARING	DISTANCE
L0	N 89°08'40" E	20.00'
L1	N 01°56'36" W	282.02'
L2	S 88°03'24" E	55.00'
L3	N 36°22'39" E	34.72'
L4	N 68°03'24" E	51.81'
L5	S 66°41'21" E	58.31'
L6	S 36°56'41" E	15.57'
L7	N 76°26'59" E	90.57'
L8	N 45°15'39" E	94.47'
L9	N 34°52'31" E	48.89'
L10	N 10°30'22" W	44.93'
L11	N 45°38'39" E	94.06'
L12	S 89°06'21" E	84.50'
L13	N 00°53'39" E	232.71'
L14	N 00°53'39" E	29.79'
L15	S 27°45'05" E	95.55'
L16	S 71°12'42" E	157.23'
L17	N 68°44'21" E	83.29'
L18	N 12°59'46" W	108.42'
L19	N 00°44'09" E	31.22'
L20	N 26°24'37" W	62.63'
L21	N 61°09'10" E	20.02'
L22	S 26°24'37" E	68.31'
L23	S 00°44'09" W	33.65'
L24	S 12°59'46" E	123.31'
L25	S 68°44'21" W	107.88'
L26	N 71°12'42" W	172.49'
L27	N 27°45'05" W	68.14'



SCALE IN FEET:



N 01°56'36" W
2188.36'

COLDWATER ROAD

W. Line, SW 1/4,
Sec. 3-32-12

(Basis of Bearings)
N 01°56'36" W
425.00'

N 89°08'40" E
60.01'

3.18 ACRES
Shure
(Doc. 206010572)

SW Cor., Sec. 3,
T 32 N, R 12 E
(1" Rod Fnd. flush)

11.743 ACRES
Bodenhafen, Charles J.
(Doc. 2008052175)

20.26 ACRES
Coldwater Estates, LLC
(Doc. 2008052169)

Canyon Cliffs Road
(Doc. 2009015060)

Heron's Nest Cove
(Doc. 2009015061)

21.98 ACRES
Coldwater Estates, LLC
(Doc. 2008052171)

21.082 ACRES
Coldwater Estates, LLC
(Doc. 2009014366)

27.33 ACRES (Gross)
Coldwater Estates, LLC
(Doc. 2008052169)

12.999 ACRES
Coldwater Estates, LLC
(Doc. 2009014367)

21.98 ACRES
Coldwater Estates, LLC
(Doc. 2008052171)

20.02 ACRES
Coldwater Estates, LLC
(Doc. 2008052169)

Stormwater
Management Easement

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C0	200.00'	36.69'	36.63'	N 73°18'42" E	10°30'35"
C1	100.00'	78.98'	76.95'	S 89°18'58" E	45°15'15"
C2	266.33'	225.51'	218.83'	N 89°03'14" E	48°30'51"
C3	669.82'	529.00'	515.36'	N 68°16'09" E	45°15'00"
C4	30.00'	22.69'	22.16'	S 67°26'05" E	43°20'30"
C5	80.00'	246.70'	159.93'	N 45°53'39" E	176°41'01"
C6	30.00'	22.69'	22.16'	N 20°46'35" W	43°20'30"
C7	100.00'	10.87'	10.87'	N 04°00'33" E	06°13'47"

Sauer Land Surveying, Inc.

14033 Illinois Road, Suite C Fort Wayne, IN 46814
Tel: 260/469-3300 Fax: 469-3301

EXHIBIT "B-3"

Page 1 of 4

DESCRIPTION: (parts of two tracts described in Documents Numbered 2008052169 and 2009014366)

Part of the Southwest Quarter of Section 3, Township 32 North, Range 12 East, Allen County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Southwest corner of said Section 3, being marked by a 1 inch diameter rod; thence North 01 degrees 56 minutes 36 seconds West (deed bearing and basis of all bearings in this description), on and along the West line of said Southwest Quarter, being within the right-of-way of Coldwater Road, a distance of 425.00 feet to a survey nail at a southwest corner of a 20.26 acre tract of real estate described in a deed to Coldwater Estates, LLC, in Document Number 2008052169 in the Office of the Recorder of Allen County, Indiana; thence North 89 degrees 08 minutes 40 seconds East, on and along the south line of said 20.26 acre tract, a distance of 60.01 feet to a #5 rebar at the Southerly terminus of the East right-of-way line of Coldwater Road as established in Document Number 2009015058; thence North 89 degrees 08 minutes 40 seconds East, on and along the south line of said 20.26 acre tract, a distance of 20.00 feet to a point; thence North 01 degrees 56 minutes 36 seconds West and parallel with said West line, a distance of 282.02 feet to a point; thence South 88 degrees 03 minutes 24 seconds East, a distance of 55.00 feet to a point; thence North 36 degrees 22 minutes 39 seconds East, a distance of 34.72 feet to a point; thence Easterly, on and along a non tangent circular curve to the left having a radius of 200.00 feet, an arc distance of 36.69 feet, being subtended by a long chord having a length of 36.63 feet and a bearing of North 73 degrees 18 minutes 42 seconds East to the point of tangency; thence North 68 degrees 03 minutes 24 seconds East and tangent to said curve, a distance of 51.81 feet to the point of curvature of a tangent circular curve to the right having a radius of 100.00 feet; thence Easterly, on and along the arc of said curve, an arc distance of 78.98 feet, being subtended by a long chord having a length of 76.95 feet and a bearing of South 89 degrees 18 minutes 58 seconds East to the point of tangency; thence South 66 degrees 41 minutes 21 seconds East and tangent to said curve, a distance of 58.31 feet to the point of curvature of a tangent circular curve to the left having a radius of 266.33 feet; thence Easterly, on and along the arc of said curve, an arc distance of 225.51 feet, being subtended by a long chord having a length of 218.83 feet and a bearing of North 89 degrees 03 minutes 14 seconds East to a point; thence South 36 degrees 56 minutes 41 seconds East, a distance of 15.57 feet to a point; thence North 76 degrees 26 minutes 59 seconds East, a distance of 90.57 feet to a point; thence North 45 degrees 15 minutes 39 seconds East, a distance of 94.47 feet to a point; thence North 34 degrees 52 minutes 31 seconds East, a distance of 48.89 feet to a point; thence North 10 degrees 30 minutes 22 seconds West, a distance of 44.93 feet to a point; thence North 45 degrees 38 minutes 39 seconds East, a distance of 94.06 feet to the point of curvature of a tangent circular curve to the right having a radius of 669.82 feet; thence Northeasterly, on and along the arc of said curve, an arc distance of 529.00 feet, being subtended by a long chord having a length of 515.36 feet and a bearing of North 68 degrees 16 minutes 09 seconds East to the point of tangency; thence South 89 degrees 06 minutes 21 seconds East and tangent to said curve, a distance of 84.50 feet to the point of curvature of a tangent circular curve to the right having a radius of 30.00 feet; thence Southeasterly, on and along the arc of said curve, an arc distance of 22.69 feet, being subtended by a long chord having a length of 22.16 feet and a bearing of South 67 degrees 26 minutes 05 seconds East to the point of reverse curvature of a tangent circular curve to the left having a radius of 80.00 feet; thence Easterly and Northerly, on and along the arc of said curve, an arc distance of 246.70 feet, being subtended by a long chord having a length of 159.93 feet and a bearing of North 45 degrees 53 minutes 39 seconds East to the point of reverse curvature of a tangent circular curve to the right having a radius of 30.00 feet; thence Northwesterly on and along the arc of said curve, an arc distance of 22.69 feet, being subtended by a long chord having a length of 22.16 feet and a bearing of North 20 degrees 46 minutes 35 seconds West to the point of tangency; thence North 00 degrees 53 minutes 39 seconds East and tangent to said curve, a distance of 262.49 feet to the point of curvature of a tangent circular curve to the right having a radius of 100.00 feet; thence Northeasterly, on and along the arc of said curve, an arc distance of 105.13 feet, being subtended by a long chord having a length of 100.35 feet and a bearing of North 31 degrees 00 minutes 41 seconds East to the point of tangency; thence North 61 degrees 07 minutes 43 seconds East and tangent to said curve, a distance of 123.24 feet to a point; thence South 28 degrees 52 minutes 17 seconds East, a distance of 47.00 feet to a point; thence South 72 degrees 52 minutes 16 seconds East, a distance of 31.99 feet to a point; thence North 61 degrees 09 minutes 10 seconds East, a distance of 36.00

(continued on Page 2)

Sauer Land Surveying, Inc.

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Fort Wayne, IN 46814 Fax: 469-3301

EXHIBIT "B-3"

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feet to a point; thence North 14 degrees 45 minutes 45 seconds East, a distance of 34.53 feet to a point; thence North 28 degrees 52 minutes 17 seconds West, a distance of 60.00 feet to a point; thence Northeasterly, on and along the arc of a non tangent circular curve to the left having a radius of 200.00 feet, an arc distance of 65.44 feet, being subtended by a long chord having a length of 65.15 feet and a bearing of North 29 degrees 26 minutes 57 seconds East to the point of tangency; thence North 20 degrees 04 minutes 30 seconds East and tangent to said curve, a distance of 222.23 feet to a point; thence South 79 degrees 31 minutes 10 seconds East, a distance of 53.68 feet to a point; thence North 58 degrees 07 minutes 59 seconds East, a distance of 25.20 feet to a point; thence North 20 degrees 04 minutes 30 seconds East, a distance of 15.71 feet to a point; thence North 10 degrees 35 minutes 17 seconds West, a distance of 33.56 feet to a point; thence North 59 degrees 04 minutes 41 seconds West, a distance of 48.04 feet to a point; thence Northerly, on and along the arc of a non tangent circular curve to the right having a radius of 471.99 feet, an arc distance of 76.70 feet, being subtended by a long chord having a length of 76.62 feet and a bearing of North 32 degrees 21 minutes 01 seconds East to the point of tangency; thence North 37 degrees 00 minutes 21 seconds East and tangent to said curve, a distance of 25.00 feet to the point of curvature of a tangent circular curve to the left having a radius of 200.00 feet; thence Northerly, on and along the arc of said curve, an arc distance of 73.82 feet, being subtended by a long chord having a length of 73.41 feet and a bearing of North 26 degrees 25 minutes 53 seconds East to the point of tangency; thence North 15 degrees 51 minutes 25 seconds East and tangent to said curve, a distance of 16.99 feet to the point of curvature of a tangent circular curve to the right having a radius of 40.00 feet; thence Northeasterly, on and along the arc of said curve, an arc distance of 28.91 feet, being subtended by a long chord having a length of 28.28 feet and a bearing of North 36 degrees 33 minutes 42 seconds East to the point of reverse curvature of a tangent circular curve to the left having a radius of 80.00 feet; thence Northerly and Westerly, on and along the arc of said curve, an arc distance of 366.96 feet, being subtended by a long chord having a length of 120.00 feet and a bearing of North 74 degrees 08 minutes 35 seconds West to the point of reverse curvature of a tangent circular curve to the right having a radius of 40.00 feet; thence Southerly, on and along the arc of said curve, an arc distance of 28.91 feet, being subtended by a long chord having a length of 28.28 feet and a bearing of South 04 degrees 50 minutes 53 seconds East to the point of tangency; thence South 15 degrees 51 minutes 25 seconds West and tangent to said curve, a distance of 16.99 feet to the point of curvature of a tangent circular curve to the right having a radius of 100.00 feet; thence Southwesterly, on and along the arc of said curve, an arc distance of 36.91 feet, being subtended by a long chord having a length of 36.70 feet and a bearing of South 26 degrees 25 minutes 53 seconds West to the point of tangency; thence South 37 degrees 00 minutes 21 seconds West and tangent to said curve, a distance of 25.00 feet to the point of curvature of a tangent circular curve to the left having a radius of 571.99 feet; thence Southerly, on and along the arc of said curve, an arc distance of 98.69 feet, being subtended by a long chord having a length of 98.57 feet and a bearing of South 32 degrees 03 minutes 46 seconds West to a point; thence South 90 degrees 00 minutes 00 seconds West, a distance of 24.41 feet to a point; thence South 85 degrees 28 minutes 54 seconds West, a distance of 92.51 feet to a point; thence South 37 degrees 08 minutes 51 seconds West, a distance of 105.31 feet to a point; thence South 12 degrees 37 minutes 51 seconds West, a distance of 87.16 feet to a point; thence South 18 degrees 20 minutes 06 seconds East, a distance of 170.23 feet to a point; thence Southwesterly, on and along the arc of a non tangent circular curve to the right having a radius of 100.00 feet, an arc distance of 13.23 feet, being subtended by a long chord having a length of 13.22 feet and a bearing of South 57 degrees 20 minutes 22 seconds West to the point of tangency; thence South 61 degrees 07 minutes 43 seconds West and tangent to said curve, a distance of 129.38 feet to the point of curvature of a tangent circular curve to the left having a radius of 200.00 feet; thence Southwesterly, on and along the arc of said curve,

(continued on Page 3)

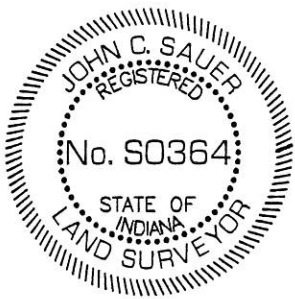
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EXHIBIT "B-3"

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an arc distance of 81.30 feet, being subtended by a long chord having a length of 80.74 feet and a bearing of South 49 degrees 29 minutes 00 seconds West to the true point of beginning; thence Southwesterly, continuing on and along the arc of said curve, an arc distance of 22.09 feet, being subtended by a long chord having a length of 22.08 feet and a bearing of South 34 degrees 40 minutes 26 seconds West to a point; thence North 30 degrees 15 minutes 58 seconds West, a distance of 96.41 feet to a point; thence North 59 degrees 09 minutes 41 seconds West, a distance of 85.82 feet to a point; thence North 67 degrees 48 minutes 25 seconds West, a distance of 70.03 feet to a point; thence South 84 degrees 35 minutes 31 seconds West, a distance of 96.45 feet to a point; thence South 89 degrees 21 minutes 49 seconds West, a distance of 72.22 feet to a point; thence North 06 degrees 41 minutes 20 seconds West, a distance of 20.11 feet to a point; thence North 89 degrees 21 minutes 49 seconds East, a distance of 73.51 feet to a point; thence North 84 degrees 35 minutes 31 seconds East, a distance of 100.53 feet to a point; thence South 67 degrees 48 minutes 25 seconds East, a distance of 76.45 feet to a point; thence South 59 degrees 09 minutes 41 seconds East, a distance of 92.49 feet to a point; thence South 30 degrees 15 minutes 58 seconds East, a distance of 92.21 feet to the true point of beginning, containing 0.196 acres of land, subject to all easements of record.



SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this description, together with the Right-of-way Easement plat in EXHIBIT "B" and the Rule 12 Survey recorded in Document Number 2008058798 in the Office of the Recorder of Allen County, Indiana (incorporated and made a part hereof by reference), comprise an Original Survey of the area benefited by the subject easement and is executed in accordance with Administrative Code 865 Article 1-12 (Rule 12).



Date: April 20, 2009

Indiana Professional Land Surveyor

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EXHIBIT "B-3"

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West Quarter
Corner, Sec. 3,
T 32 N, R 12 E
(Nail Fnd. flush)

LINE	BEARING	DISTANCE
L0	N 89°08'40" E	20.00'
L1	N 01°56'36" W	282.02'
L2	S 88°03'24" E	55.00'
L3	N 36°22'39" E	34.72'
L4	N 88°03'24" E	51.81'
L5	S 66°41'21" E	58.31'
L6	S 36°56'41" E	15.57'
L7	N 76°28'59" E	90.57'
L8	N 45°15'39" E	94.47'
L9	N 34°52'31" E	48.89'
L10	N 10°30'22" W	44.93'
L11	N 45°38'39" E	94.06'
L12	S 89°06'21" E	84.50'
L13	N 00°53'39" E	262.49'
L14	N 61°07'43" E	123.24'
L15	S 28°52'17" E	47.00'
L16	S 72°52'16" E	31.99'
L17	N 61°09'10" E	36.00'
L18	N 14°45'45" E	34.53'
L19	N 28°52'17" W	60.00'
L20	N 20°04'30" E	222.23'
L21	S 79°31'10" E	53.68'
L22	N 58°07'59" E	25.20'
L23	N 20°04'30" E	15.71'
L24	N 10°35'17" W	33.56'
L25	N 59°04'41" W	48.04'
L26	N 37°00'21" E	25.00'
L27	N 15°51'25" E	16.99'
L28	S 15°51'25" W	16.99'
L29	S 37°00'21" W	25.00'
L30	S 90°00'00" W	24.41'
L31	S 85°28'54" W	92.51'
L32	S 37°08'51" W	105.31'
L33	S 12°37'51" W	87.16'
L34	S 18°20'06" E	170.23'
L35	S 61°07'43" W	129.38'
L36	N 30°15'58" W	96.41'
L37	N 59°09'41" W	85.82'
L38	N 67°48'25" W	70.03'
L39	S 84°35'31" W	96.45'
L40	S 89°21'49" W	72.22'
L41	N 06°41'20" W	20.11'
L42	N 89°21'49" E	73.51'
L43	N 84°35'31" E	100.53'
L44	S 67°48'25" E	76.45'
L45	S 59°09'41" E	92.49'
L46	S 30°15'58" E	92.21'

COLDWATER ROAD

N 01°56'36" W
2188.36'

W. Line, SW 1/4,
Sec. 3-32-12

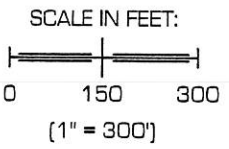
80' W/W (Doc. 2009015659)

(Basis of Bearings)
N 01°56'36" W
425.00'

N 89°08'40" E
60.01'

3.18 ACRES
Shure
(Doc. 208010572)

SW Cor., Sec. 3,
T 32 N, R 12 E
(1" Rod Fnd. flush)



Canyon Cliffs Road
(Doc. 2009015060)

Heron's Nest Cove
(Doc. 2009015061)

Stormwater
Management Easement

21,002 ACRES
Coldwater Estates, LLC
(Doc. 2009014366)

27.33 ACRES (Gross)
Coldwater Estates, LLC
(Doc. 2008052169)

27.33 ACRES (Gross)
Coldwater Estates, LLC
(Doc. 2008052169)

20.02 ACRES
Coldwater Estates, LLC
(Doc. 2008052169)

21.96 ACRES
Coldwater Estates, LLC
(Doc. 2008052171)

12.969 ACRES
Coldwater Estates, LLC
(Doc. 2009014367)

21.96 ACRES
Coldwater Estates, LLC
(Doc. 2008052171)

11.743 ACRES
Bodenhofer, Charles J.
(Doc. 2008052175)

27.33 ACRES (Gross)
Coldwater Estates, LLC
(Doc. 2008052169)

20.26 ACRES
Coldwater Estates, LLC
(Doc. 2008052169)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C0	200.00'	36.69'	36.63'	N 73°18'42" E	10°30'35"
C1	100.00'	78.98'	76.95'	S 89°18'58" E	45°15'15"
C2	266.33'	225.51'	218.83'	N 89°03'14" E	48°30'51"
C3	669.82'	529.00'	515.36'	N 68°16'09" E	45°15'00"
C4	30.00'	22.69'	22.16'	S 67°26'05" E	43°20'30"
C5	80.00'	246.70'	159.93'	N 45°53'39" E	176°41'01"
C6	30.00'	22.69'	22.16'	N 20°46'35" W	43°20'30"
C7	100.00'	105.13'	100.35'	N 31°00'41" E	60°14'03"
C8	200.00'	65.44'	65.15'	N 29°26'57" E	18°44'53"
C9	471.99'	76.70'	76.62'	N 32°21'01" E	09°18'40"
C10	200.00'	73.82'	73.41'	N 26°25'53" E	21°08'56"
C11	40.00'	28.91'	28.28'	N 36°33'42" E	41°24'35"
C12	80.00'	366.96'	120.00'	N 74°08'35" W	262°49'09"
C13	40.00'	28.91'	28.28'	S 04°50'53" E	41°24'35"
C14	100.00'	36.91'	36.70'	S 26°25'53" W	21°08'56"
C15	571.99'	98.69'	98.57'	S 32°03'46" W	09°53'10"
C16	100.00'	13.23'	13.22'	S 57°20'22" W	07°34'42"
C17	200.00'	81.30'	80.74'	S 49°29'00" W	23°17'26"
C18	200.00'	22.09'	22.08'	S 34°40'26" W	06°19'42"

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EXHIBIT "B-4"

Page 1 of 3

DESCRIPTION: (parts of three tracts described in Documents Numbered 2008052171 and 2009014367)

Part of the Southwest Quarter of Section 3, Township 32 North, Range 12 East, Allen County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Southwest corner of said Section 3, being marked by a 1 inch diameter rod; thence North 01 degrees 56 minutes 36 seconds West (deed bearing and basis of all bearings in this description), on and along the West line of said Southwest Quarter, being within the right-of-way of Coldwater Road, a distance of 425.00 feet to a survey nail at a southwest corner of a 20.26 acre tract of real estate described in a deed to Coldwater Estates, LLC, in Document Number 2008052169 in the Office of the Recorder of Allen County, Indiana; thence North 89 degrees 08 minutes 40 seconds East, on and along the south line of said 20.26 acre tract, a distance of 60.01 feet to a #5 rebar at the Southerly terminus of the East right-of-way line of Coldwater Road as established in Document Number 2009015058; thence North 89 degrees 08 minutes 40 seconds East, on and along the south line of said 20.26 acre tract, a distance of 20.00 feet to a point; thence North 01 degrees 56 minutes 36 seconds West and parallel with said West line, a distance of 282.02 feet to a point; thence South 88 degrees 03 minutes 24 seconds East, a distance of 55.00 feet to a point; thence North 36 degrees 22 minutes 39 seconds East, a distance of 34.72 feet to a point; thence Easterly, on and along a non tangent circular curve to the left having a radius of 200.00 feet, an arc distance of 36.69 feet, being subtended by a long chord having a length of 36.63 feet and a bearing of North 73 degrees 18 minutes 42 seconds East to the point of tangency; thence North 68 degrees 03 minutes 24 seconds East and tangent to said curve, a distance of 51.81 feet to the point of curvature of a tangent circular curve to the right having a radius of 100.00 feet; thence Easterly, on and along the arc of said curve, an arc distance of 78.98 feet, being subtended by a long chord having a length of 76.95 feet and a bearing of South 89 degrees 18 minutes 58 seconds East to the point of tangency; thence South 66 degrees 41 minutes 21 seconds East and tangent to said curve, a distance of 58.31 feet to the point of curvature of a tangent circular curve to the left having a radius of 266.33 feet; thence Easterly, on and along the arc of said curve, an arc distance of 225.51 feet, being subtended by a long chord having a length of 218.83 feet and a bearing of North 89 degrees 03 minutes 14 seconds East to a point; thence South 36 degrees 56 minutes 41 seconds East, a distance of 15.57 feet to a point; thence North 76 degrees 26 minutes 59 seconds East, a distance of 90.57 feet to a point; thence North 45 degrees 15 minutes 39 seconds East, a distance of 94.47 feet to a point; thence North 34 degrees 52 minutes 31 seconds East, a distance of 48.89 feet to a point; thence North 10 degrees 30 minutes 22 seconds West, a distance of 44.93 feet to a point; thence North 45 degrees 38 minutes 39 seconds East, a distance of 94.06 feet to the point of curvature of a tangent circular curve to the right having a radius of 669.82 feet; thence Northeasterly, on and along the arc of said curve, an arc distance of 529.00 feet, being subtended by a long chord having a length of 515.36 feet and a bearing of North 68 degrees 16 minutes 09 seconds East to the point of tangency; thence South 89 degrees 06 minutes 21 seconds East and tangent to said curve, a distance of 84.50 feet to the point of curvature of a tangent circular curve to the right having a radius of 30.00 feet; thence Southeasterly, on and along the arc of said curve, an arc distance of 22.69 feet, being subtended by a long chord having a length of 22.16 feet and a bearing of South 67 degrees 26 minutes 05 seconds East to the point of reverse curvature of a tangent circular curve to the left having a radius of 80.00 feet; thence Easterly and Northerly, on and along the arc of said curve, an arc distance of 246.70 feet, being subtended by a long chord having a length of 159.93 feet and a bearing of North 45 degrees 53 minutes 39 seconds East to the point of reverse curvature of a tangent circular curve to the right having a radius of 30.00 feet; thence Northwesterly on and along the arc of said curve, an arc distance of 22.69 feet, being subtended by a long chord having a length of 22.16 feet and a bearing of North 20 degrees 46 minutes 35 seconds West to the point of tangency; thence North 00 degrees 53 minutes 39 seconds East and tangent to said curve, a distance of 262.49 feet to the point of curvature of a tangent circular curve to the right having a radius of 100.00 feet; thence Northeasterly, on and along the arc of said curve, an arc distance of 105.13 feet, being subtended by a long chord having a length of 100.35 feet and a bearing of North 31 degrees 00 minutes 41 seconds East to the point of tangency; thence North 61 degrees 07 minutes 43 seconds East and tangent to said curve, a distance of 123.24 feet to a point; thence South 28 degrees 52 minutes 17 seconds East, a distance of 47.00 feet to a point; thence South 72 degrees 52 minutes 16 seconds East, a distance of 31.99 feet to a point; thence North 61 degrees 09 minutes 10 seconds East, a distance of 36.00 feet to a point; thence North 14 degrees 45 minutes 45 seconds East, a distance of 34.53 feet to a point; thence North 28 degrees 52 minutes 17 seconds West, a distance of 60.00 feet to a point; thence Northeasterly, on and along the arc of a non tangent circular curve to the left having a radius of 200.00 feet, an arc distance of 65.44 feet, being subtended by a long chord

(continued on Page 2)

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EXHIBIT "B-4"

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having a length of 65.15 feet and a bearing of North 29 degrees 26 minutes 57 seconds East to the point of tangency; thence North 20 degrees 04 minutes 30 seconds East and tangent to said curve, a distance of 222.23 feet to a point; thence South 79 degrees 31 minutes 10 seconds East, a distance of 53.68 feet to a point; thence North 58 degrees 07 minutes 59 seconds East, a distance of 25.20 feet to a point; thence North 20 degrees 04 minutes 30 seconds East, a distance of 15.71 feet to a point; thence North 10 degrees 35 minutes 17 seconds West, a distance of 1.73 feet to the true point of beginning; thence continuing North 10 degrees 35 minutes 17 seconds West, a distance of 20.09 feet to a point; thence North 84 degrees 49 minutes 44 seconds East, a distance of 59.99 feet to a point; thence North 71 degrees 00 minutes 07 seconds East, a distance of 96.16 feet to a point; thence North 51 degrees 05 minutes 51 seconds East, a distance of 59.50 feet to a point; thence North 26 degrees 55 minutes 31 seconds East, a distance of 102.61 feet to a point; thence North 02 degrees 34 minutes 42 seconds East, a distance of 10.17 feet to a point; thence North 01 degrees 48 minutes 38 seconds East, a distance of 100.56 feet to a point; thence North 57 degrees 33 minutes 56 seconds West, a distance of 162.82 feet to a point; thence North 48 degrees 26 minutes 26 seconds West, a distance of 45.72 feet to a point; thence North 62 degrees 16 minutes 40 seconds West, a distance of 78.64 feet to a point; thence North 52 degrees 0 minutes 45 seconds West, a distance of 77.46 feet to a point; thence North 37 degrees 03 minutes 43 seconds West, a distance of 234.53 feet to a point; thence North 51 degrees 56 minutes 23 seconds West, a distance of 76.36 feet to a point; thence North 09 degrees 43 minutes 05 seconds East, a distance of 22.72 feet to a point; thence South 51 degrees 56 minutes 23 seconds East, a distance of 89.76 feet to a point; thence South 37 degrees 03 minutes 43 seconds East, a distance of 234.40 feet to a point; thence South 52 degrees 40 minutes 25 seconds East, a distance of 73.04 feet to a point; thence South 62 degrees 16 minutes 40 seconds East, a distance of 79.38 feet to a point; thence South 48 degrees 26 minutes 26 seconds East, a distance of 46.55 feet to a point; thence South 57 degrees 33 minutes 56 seconds East, a distance of 172.63 feet to a point; thence South 01 degrees 48 minutes 38 seconds East, a distance of 112.09 feet to a point; thence South 02 degrees 34 minutes 42 seconds West, a distance of 14.62 feet to a point; thence South 26 degrees 55 minutes 31 seconds West, a distance of 111.21 feet to a point; thence South 51 degrees 05 minutes 51 seconds West, a distance of 67.29 feet to a point; thence South 71 degrees 00 minutes 07 seconds West, a distance of 102.09 feet to a point; thence South 84 degrees 49 minutes 44 seconds West, a distance of 60.52 feet to the true point of beginning, containing 0.521 acres of land, subject to all easements of record.

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this description, together with the Right-of-way Easement plat in EXHIBIT "B" and the Rule 12 Survey recorded in Document Number 2008058798 in the Office of the Recorder of Allen County, Indiana (incorporated and made a part hereof by reference), comprise an Original Survey of the area benefited by the subject easement and is executed in accordance with Administrative Code 865 Article 1-12 (Rule 12).



A black rectangular box containing a handwritten signature in white ink, which appears to be "John C. Sauer".

Date: April 20, 2009

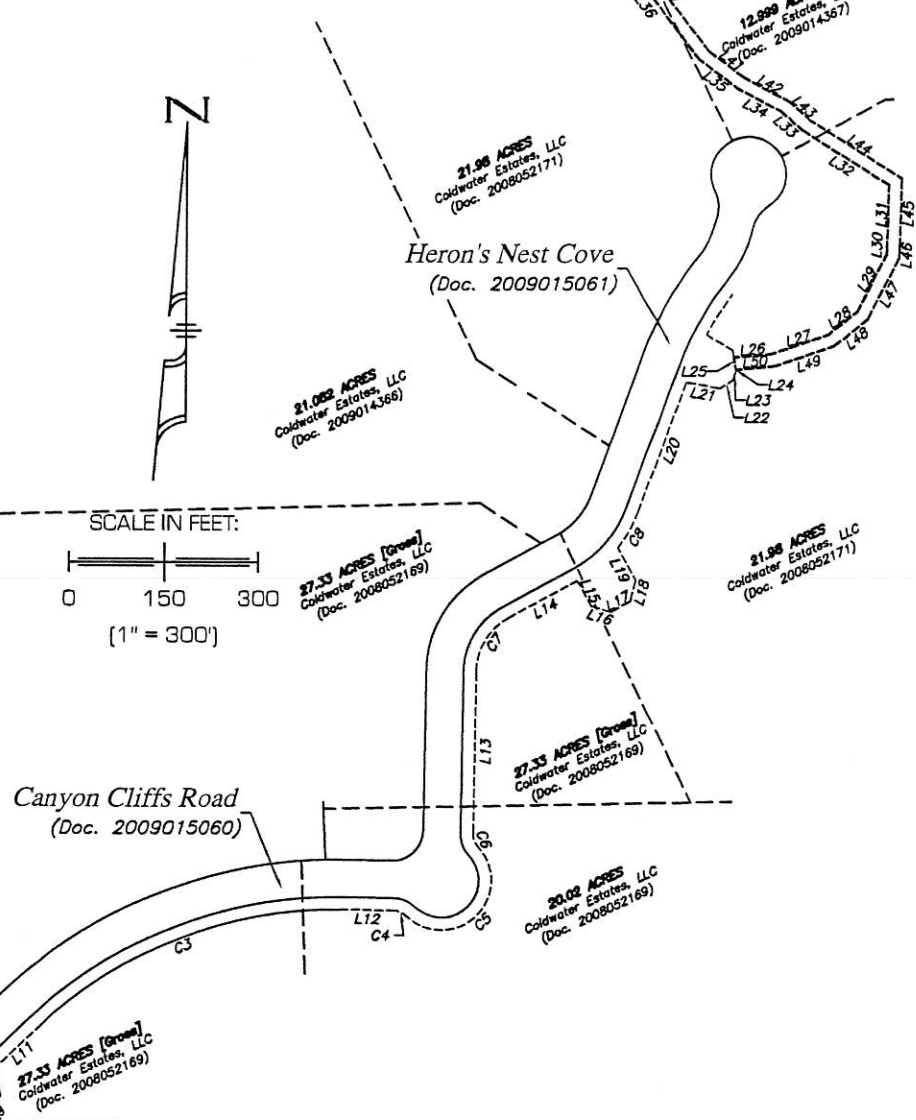
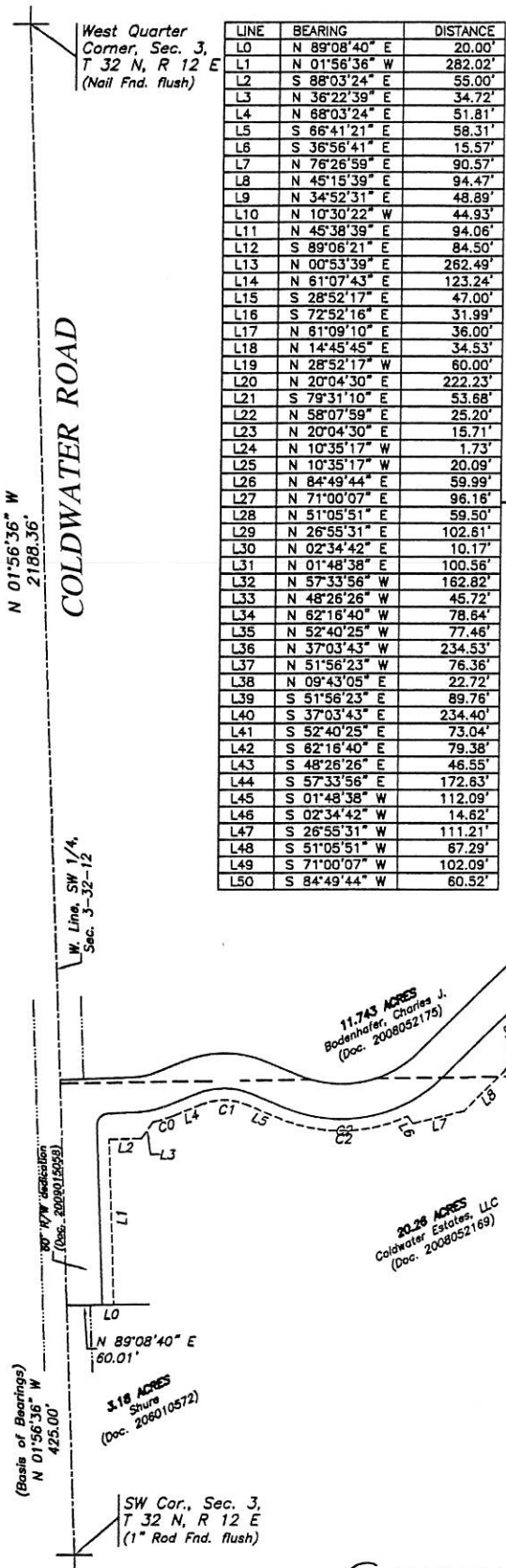
Indiana Professional Land Surveyor

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EXHIBIT "B-4"

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CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C0	200.00'	36.69'	36.63'	N 73°18'42" E	10°30'35"
C1	100.00'	78.98'	76.95'	S 89°18'58" E	45°15'15"
C2	266.33'	225.51'	218.83'	N 89°03'14" E	48°30'51"
C3	669.82'	529.00'	515.36'	N 68°16'09" E	45°15'00"
C4	30.00'	22.69'	22.16'	S 67°26'05" E	43°20'30"
C5	80.00'	246.70'	159.93'	N 45°53'39" E	176°41'01"
C6	30.00'	22.69'	22.16'	N 20°46'35" W	43°20'30"
C7	100.00'	105.13'	100.35'	N 31°00'41" E	60°14'03"
C8	200.00'	65.44'	65.15'	N 29°26'57" E	18°44'53"

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2015013206
RECORDED: 03/18/2015 11:32:52 AM
ANITA MATHER
ALLEN COUNTY RECORDER
FORT WAYNE, IN

THIS SECOND AMENDMENT TO DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS AND EASEMENTS OF CANYON CLIFFS, A SUBDIVISION IN PERRY TOWNSHIP, ALLEN COUNTY, INDIANA ("Second Amendment") is made and executed on this 13 day of January, 2015 by COLDWATER ESTATES, LLC, under the circumstances set forth below.

WITNESSETH:

WHEREAS, COLDWATER ESTATES, LLC executed that certain Dedication, Protective Restrictions, Covenants, Limitations and Easements of Canyon Cliffs, a Subdivision in Perry Township, Allen County, Indiana dated May 7, 2009 and recorded May 12, 2009 at Document Number 2009023289 in the Office of the Recorder of Allen County, Indiana ("Original Declaration");

WHEREAS, the Original Declaration was amended by that First Amendment to Dedication, Protective Restrictions, Covenants, Limitations and Easements of Canyon Cliffs, a Subdivision in Perry Township, Allen County, Indiana dated January 15, 2014 and recorded on January 16, 2014 at Document Number 2014003052 in the Office of the Recorder of Allen County, Indiana ("First Amendment") (the Original Declaration and First Amendment being collectively referred to as the "Declaration");

WHEREAS, pursuant to Section 37(a) of the Declaration, Coldwater Estates, LLC represents that it remains the "Developer" pursuant to the Declaration and, as of this date, retains ownership in one or more Lots, as that term is defined under Article 1 of the Declaration, and is given the unilateral right to amend the Declaration with approval of the Allen County Plan Commission,

NOW, THEREFORE, Coldwater Estates, LLC hereby amends the Declaration as follows:

1. Undefined Terms. Any terms capitalized but not defined herein shall carry the meanings set forth in the Declaration:

RENAISSANCE TITLE

Jeff Thomas

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

Mar 18 2015

TERA K. KLUTZ
AUDITOR OF ALLEN COUNTY

2. Prohibition of Hunting: Article X, Section 15 of the Declaration is amended and restated in its entirety, as follows:

Section 15. Animals and Hunting Prohibition. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Any such pet kept by an Owner hereunder shall be kept primarily indoors and within the confines of the Dwelling Unit a majority of the time. Further, should any pet kept hereunder cross the boundary lines of its Owner's Lot for any reason, said Owner shall keep the pet on a leash, or like harness, maintain control over said pet at all times and immediately tend to the cleanup of any bodily or other waste left by said pet outside the boundary of said Owner's Lot. No hunting, trapping, gaming or similar activity which utilizes any type of firearm, bow and arrow or similar type of weapon, hunting or trapping device, of any kind, shall occur upon any Lot or within the Properties of the Subdivision, except: (a) to the extent necessary in the event of immediate and likely harm to individual health and safety to an Owner, its guests or invitees upon said Owner's Lot or within said Owner's Dwelling Unit or (b) to the extent necessary to provide periodic pest control within a Dwelling Unit or upon a Lot which is deemed to be usual and customary for residential living within northeast Indiana.

3. Modification of Amendment Provision. Article X, Section 37 of the Declaration is amended and restated in its entirety, as follows:

Section 37. Termination or Amendment by Developer. Until such time as the last Lot is sold by the Developer, or two (2) years from the date of these Restrictions, whichever is later:

- (a) the Developer, at its discretion, may abolish or amend these Restrictions or change them in whole or in part; or
- (b) these Restrictions may be amended by an instrument signed by not less than 75% of the Owners.

4. Term and Enforcement of Restrictive Covenants. The Declaration as amended by this Second Amendment shall continue to run with the Properties and shall be binding on each Owner, its successors, and assigns.

5. Severability. If any provision of this Second Amendment is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof, and all such other provisions shall continue unimpaired and in full force and effect.

6. Remaining Terms and Provisions. Except as otherwise set forth above, the terms and provisions of the Declaration remain unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms and provisions of this Second Amendment and

the terms and provisions of the Declaration, the terms and provisions of this Second Amendment shall in all instances govern and prevail.

7. Authority to Execute Amendment. The undersigned person executing this Second Amendment is the Owner, or has the express written permission of the Owner, and represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Second Amendment.

8. Approval from Allen County Plan Commission. Pursuant to Section 37(a) of the Declaration, the Allen County Plan Commission has approved this Second Amendment pursuant to the notice of approval attached as Exhibit "A".

[the remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, this First Amendment is executed this 13 day of January, 2015 and shall be deemed effective upon the recording of same within the Office of the Recorder of Allen County, Indiana.

COLDWATER ESTATES, LLC,
an Indiana limited liability company

By: ~~Jeffrey M. Thomas~~
Jeffrey M. Thomas, Manager

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 Vanessa Oonag

STATE OF INDIANA)
)SS
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this 13 day of January, 2015, personally appeared Jeffrey M. Thomas, the Manager of Coldwater Estates, LLC, an Indiana limited liability company, and acknowledged the foregoing Second Amendment to be their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and notary seal this 13th day of January, 2015.

Stacey C Herbst
Stacey C. Herbst, Notary Public

My Commission Expires: 1/8/2017

I reside in Allen County

THIS INSTRUMENT prepared by Thomas M. Niezer, Attorney No. 11274-02, Barrett & McNagy LLP, 215 East Berry Street, P.O. Box 2263, Fort Wayne, Indiana 46801-2263.

Thomas M. Niezer
I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Thomas M. Niezer.

Thomas M. Niezer
When Recorded, mail to: Thomas M. Niezer, Barrett & McNagy LLP, 215 East Berry Street, P.O. Box 2263, Fort Wayne, Indiana 46801-2263

