DEDICATION, PROTECTIVE, RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO AS PART OF THE DEDICATION AND PLAT OF CONCORD HILLS, SECTION I AND SECTION II AN ADDITION TO THE CITY OF FORT WAYNE, COUNTY OF ALLEN, STATE OF INDIANA. (Note 1)

North Eastern Enterprises, Inc., an Indiana corporation, by Joseph L. Zehr, its President and Arlene K. Duncan, its Secretary, hereby declares that it is the Owner of the real estate shown and described in this plat and does hereby lay off, plat and subdivide said estate in accordance with the information shown on the final plat being the certified plat appended hereto and incorporated herein. The subdivision shall be known and designated as Concord Hills, Section I and Section II, an Addition to the City of Fort Wayne, County of Allen and State of Indiana. (Note 1)

The Lots are numbered from 1 to 73, both inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purpose. (Note 2)

The Lots are numbered from 74 to 189, both inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purpose. (Note 3)

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

Section 2. No building shall be built on any Lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeway or garage, of less than 800 square feet for a one-story dwelling, nor less than 650 square feet for a dwelling of more than one story.

Section 3. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than a distance of ten percent (10%) of the Lot width to an interior Lot line and the combined width of both side yards shall be not less than a distance equal to twenty-five percent (25%) of the Lot width. No dwelling shall be located on any interior Lot nearer than twenty-five (25) feet to the rear Lot line.

Section 4. No dwelling shall be erected or placed on any Lot having a width of less than 65 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any Lot having an area of less than 7,500 square feet; provided, however, that Lot Numbered 10 in Concord Hills, Section I, shall have a width of 59 feet at the minimum building setback line. (Note 2 & 4)

Section 4. No dwelling shall be erected or placed on any Lot having a width of less than 65 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any Lot having an area of less than 7,500 square feet. (Note 3)

Section 5. Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat and over the rear seven feet (7') of each Lot, or as shown on the plat for the construction of poles, wires, and conduits and the necessary or proper attachments in connection therewith for the transmission of utilities, telephone service, construction and maintenance of drains, sewers, pipe lines, gas, water and heat and for any other public or quasi public utility or function. Any municipal, public or quasi public corporation engaged in supplying any one or more of the above utilities will have the right to enter upon said easements for any purpose for which said easements are reserved. All of said easements shall be kept free of permanent structures (except those installed by any such municipal, public or quasi public corporation) and removal of any obstructions by any such utility company shall in no way obligate the utility company to pay damages or to restore any such removed obstruction to its original form. All such obstructions whether temporary or permanent shall be subject to the paramount rights of any such utility company to construct, install, repair, maintain or replace its utilities and/or sewer installations.

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

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

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

Section 9. No oil drilling, oil development operation, 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 10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

Section 11. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 12. No fence, wall, hedge, or shrub plantings which obstructs sight line at elevations between 2 and 6 feet above roadways, shall be placed or permitted to remain on any comer lot within triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner,

from the intersection of the street property lines extended. The same sight-line limitations shall apply to any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections, unless the foliage line in maintained at sufficient height to prevent obstruction of such sight lines.

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

Section 14. All driveways from the street to the garage shall be poured concrete and not less than nine (9) feet in width. Any driveway constructed within the boundary lines of any lot prior to the installation of sidewalks shall be so constructed that the elevation thereof at a point one (1) foot outside of the boundary lines shall be four (4) inches above the grade elevation of the established curb adjacent to said Lot. It shall at this point have installed 1/2" bituminous expansion joint, and then proceed at a gradient of 1/4" per foot to a point six (6) feet outside the Lot boundary line at which point another 1/2" bituminous expansion joint shall be installed. The remaining 5-1/2 feet to the curb shall have a gradient of 1/2" per foot.

Section 15. All fuel or oil storage tanks shall be installed under ground or concealed within the main structure of the dwelling house, its basement or attached garage.

Section 16. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lots in this subdivision.

Section 17. In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby reserved and granted to all Public Utility Companies, the proprietors of the land herein platted, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 18. No rain and storm water run off or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitation Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Run off Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Run Off Sewer System.

Section 19. Every person or entity who is a record owner of any Lot or Tract, with the exception of Northeastern Enterprises, Inc. shall be a Class A member of Concord Hill Community Association, Inc., an Indian not-for-profit corporation. Such membership in said corporation shall be deemed an adjunct to the title to any such Lot or Tract, and shall be construed as a covenant

running with the land. Each such Class A member and the Lots or Tracts owned by them shall be subject to the rules, regulations and by-laws of the Concord H i ll Community Association, Inc. (Note 5)

Section 20. All Lot owners shall be bound by the rules, regulations, order or mandates of the Allen County Drainage Board or its legal successor with respect to the maintenance of the Common or Recreational Areas and the Retention Pond located in, adjacent to used in conjunction with this addition. Notwithstanding any provisions herein, this limitation may not be amended without the consent of said Board or its legal successor.

Section 21. No building shall be erected, placed or altered on any Lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line.

Section 22. The Architectural Control Committee is composed of two members, the first Committee Members to be: Joseph L. Zehr and Arlene K. Duncan. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

Section 23. The Committee's approval or disapproval, as required by these covenants, shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 24. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date these covenants and restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these covenants and restrictions may be amended by an instrument signed by not less than 75% of the Lot Owners and provided further, North Eastern Enterprises, Inc., its successors or assigns shall have the exclusive right of two (2) years from the date of recording the plat to amend any of the Covenants and Restriction except Section 2 above with the approval of the Allen County Plan
Commission.

Section 25. Enforcement shall be by proceedings at law or in equity against any person, or persons, violating, or attempting to violated, any covenants, either to restrain violation or to recover damages.

Section 26. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Section 27. Before any house or building on any Lot or Tract in this subdivision shall be used and occupied as a dwelling or as otherwise provided by the subdivision restrictions above, the developer or any subsequent owner of said Lot or Tract shall install all improvements serving said Lot or Tract as provided in said plans and specifications for this Addition filed with the County of Allen. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana, or by any aggrieved Lot owner in this subdivision.

Section 28. For the purpose of this Plat and the Covenants appended thereto the word "LOT' may mean either any of said Lots as platted or any Tract or Tracts of land as conveyed originally or by subsequent owners, which may consist of one or more Lots or parts of one or more Lots as platted upon which a residence may be erected in accordance with the restrictions hereinabove set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no Tract of land consisting of part of any one Lot or parts of more than one Lot shall be considered a "LOT' unless said tract of land has a frontage of 65 feet in width at the established building line as shown on this plat.

Section 29. No Lot or combination of Lots may be further subdivided until approval therefore has been obtained from the Allen County Plan Commission.

Section 30. Before any Lot or Tract may be used or occupied, such used or occupier shall first obtain from the Allen County Zoning Administrator the Improvement Location Permit and Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Section 31. No driveway access shall be permitted from Lots numbered 1 and 73 onto Rothman Road. (Note 2)

Section 31. No driveway access shall be permitted from Lots numbered 107 and 108 onto Maplecrest Road right-of-way. (Note 3)

IN WITNESS WHEREOF, North Eastern Enterprises, Inc., and Indiana corporation by Joseph L. Zehr, its President, and Arlene K. Duncan, its Secretary, Owner of the real estate described in said Plat, has hereunto set its hand and seal by its duly authorized officers, this 13th day of April, 1977. (Note2)

NORTH EASTERN ENTERPRISES, INC.

By-Joseph L. Zehr, President
By-Arlene K. Duncan, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State, personally appeared North Eastern Enterprises, Inc., an Indiana corporation, by Joseph L. Zehr, its President, and Arlene K. Duncan, its Secretary , and acknowledged the voluntary execution of the plat herewith for the purposes and uses therein set forth on this 13th of April, 1977. (Note 2)

Sandra L. Priest - Notary Public

My Commission Expires:
August 24, 1980

IN WITNESS WHEREOF, North Eastern Enterprises, Inc., an Indiana corporation by Joseph L. Zehr, its President, and Arlene K. Duncan, its Secretary, Owner of the real estate described in said Plat, has hereunto set its hand and seal by its duly authorized officers, this l2th day of July, 1978. (Note 3)

NORTH EASTERN ENTERPRISES, INC.

By-Joseph L. Zehr, President
By-Arlene K. Duncan, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State, personally appeared North Eastern Enterprises, Inc., an Indiana corporation, by Joseph L. Zehr, its President, and Arlene K. Duncan, its Secretary, and acknowledged the voluntary execution of the plat herewith for the purposes and uses therein set forth on this l2th day of July, 1978.(Note 3)

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

My Commission Expires:
April 12, 1981

Notes:

1. In the two official documents(Section I, 770031253 & Section II, 780037757) , the wording was identical, and referred to either Section I or Section II. In this unofficial document the wording was changed to "Section I and Section II)
2. Complete paragraph is from the official Section I document, 770031253.
3. Complete paragraph is from the official Section II document, 780037757.
4. Complete paragraph was amended on November 27, 1979 by greater than 75% of the property owners. See 790036789.
5. Complete paragraph was amended on August 9, 1988 by greater than 75% of the property owners. See 880033239.

The documents used in transcribing this Unofficial Document were downloaded from the Allen County Recorders website; http://www.allencountyrecorder.us, under the The Neighborhood Resource Center, Search Restrictive Covenants Online, Search for Concord Hill.

Recorded Date	Document Number	Comment
08/15/88	880033239	Amended Section 19
12/03/79	790036789	Amended Section 4
06/26/79	790018091	Plot Section II Correction to dimensions
11/21/78	780037757	Section II Covenants and Plat
10/28/77	770031253	Section I Covenants and Plat