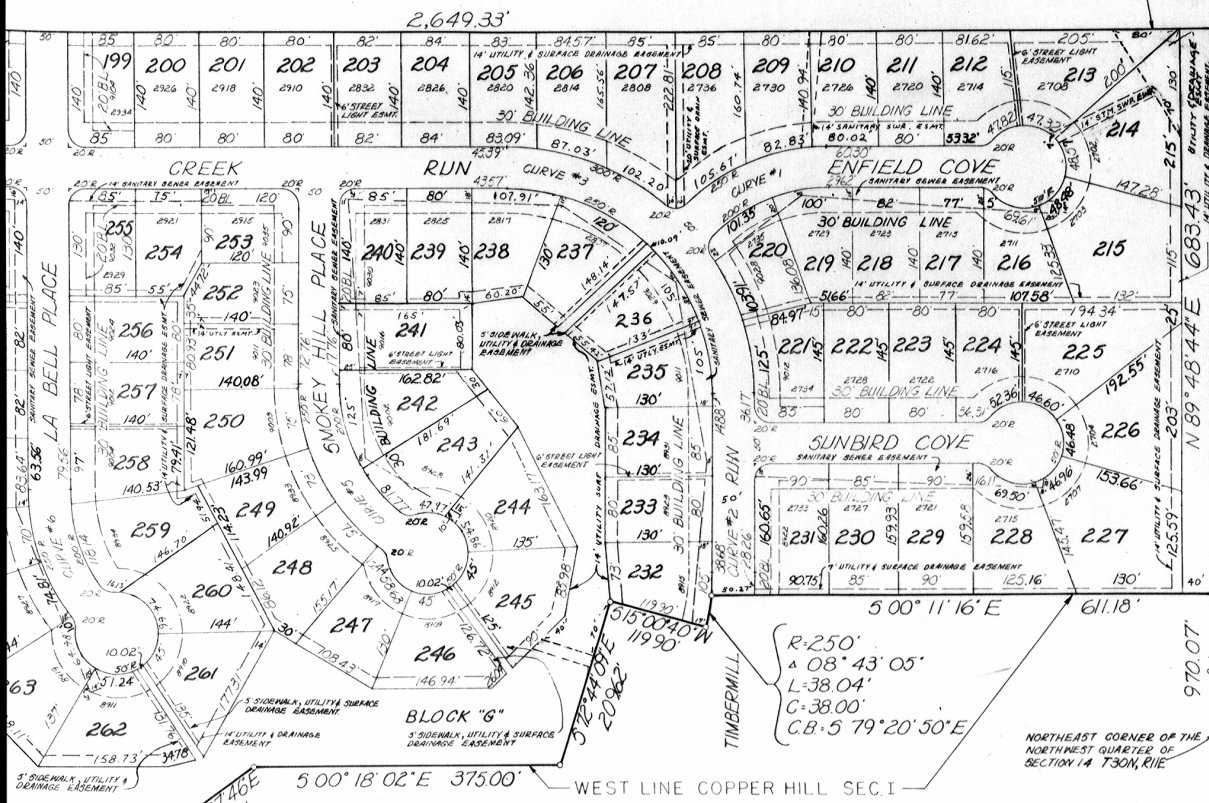


80'x130' COMBINED EASEMENT FOR UTILITIES AND SCOTT KLAHM DRAIN



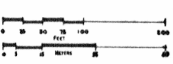
**HILL SECTION III**

IN THE NW 1/4 OF SECTION 14  
30 NORTH, RANGE II EAST  
COUNTY, INDIANA

DULY ENTERED FOR TAXATION  
APR 30 1986

*Thomas J. Englein*  
AUDITOR OF ALLEN COUNTY

INSTRUMENT U 2159



NOTE  
CORNERS ESTABLISHED WITH 1/2\"/>

LOT CURVE DATA									
LOT NO.	R	L	C	1/2	LOT NO.	R	L	C	1/2
135W	200.00'	114.74'	113.17'	16°28'07"	212	50.00'	47.82'	46.02'	27°24'08"
135S	300.00'	130.00'	128.98'	12°24'51"	213	50.00'	47.32'	45.57'	27°06'41"
136	300.00'	75.62'	75.43'	07°01'18"	214	50.00'	48.57'	46.68'	27°04'35"
137	300.00'	38.28'	38.25'	03°39'20"	215	50.00'	48.48'	46.60'	27°04'39"
142	191.66'	91.09'	90.24'	13°36'56"	216	50.00'	69.61'	64.12'	39°05'52"
143	241.66'	77.00'	76.67'	09°07'41"	219	200.00'	70.38'	70.02'	10°04'53"
144	241.66'	54.25'	54.14'	06°25'52"	220W	200.00'	101.35'	100.27'	14°31'03"
149	250.00'	104.07'	103.32'	11°05'32"	220S	300.00'	103.91'	103.39'	09°05'22"
150	250.00'	105.00'	104.23'	12°01'56"	221	300.00'	88.83'	88.51'	08°28'58"
151	250.00'	128.00'	126.61'	14°40'04"	221	50.00'	52.36'	50.00'	30°00'00"
152	250.00'	92.00'	91.48'	10°32'33"	225	50.00'	46.50'	44.84'	26°38'35"
155	525.00'	92.73'	92.61'	05°03'86"	226	50.00'	46.48'	44.82'	27°06'04"
157	50.00'	72.63'	66.41'	41°06'44"	227	50.00'	46.96'	45.25'	26°05'16"
158	50.00'	44.00'	42.59'	25°12'36"	228	50.00'	69.50'	64.04'	39°04'18"
Block F	50.00'	10.02'	10.00'	05°04'28"	231	300.00'	28.26'	28.25'	02°41'51"
159	50.00'	44.00'	42.59'	25°12'36"	232	250.00'	66.32'	66.13'	07°03'59"
160	50.00'	55.15'	52.40'	31°36'02"	235	250.00'	90.12'	89.63'	10°19'37"
161	50.00'	36.00'	35.23'	20°37'35"	236	250.00'	105.00'	104.23'	12°01'56"
162	575.00'	40.07'	40.06'	01°09'47"	237	250.00'	120.00'	118.85'	13°04'03"
163	575.00'	74.00'	73.95'	03°01'13"	237	250.00'	10.09'	10.09'	01°09'22"
166	500.00'	40.09'	40.09'	01°05'52"	Block G	250.00'	66.51'	66.32'	07°07'19"
167	500.00'	5.47'	5.44'	06°15'40"	242	200.00'	107.24'	105.96'	15°21'40"
170	150.00'	7.85'	7.85'	01°30'00"	243S	200.00'	81.77'	81.20'	11°42'46"
173	50.00'	37.33'	36.47'	21°23'22"	243S	200.00'	81.77'	81.20'	11°42'46"
174	50.00'	45.56'	44.00'	26°06'14"	243E	50.00'	47.97'	46.15'	27°29'02"
175	50.00'	41.15'	40.00'	23°34'41"	244	50.00'	54.86'	52.16'	31°26'17"
Block H	50.00'	10.02'	10.00'	05°44'28"	245	50.00'	45.00'	43.50'	25°04'59"
176	50.00'	46.26'	44.62'	26°30'08"	Block G	50.00'	10.02'	10.00'	05°04'28"
177	50.00'	59.48'	56.04'	34°04'56"	246	50.00'	45.00'	43.50'	25°04'59"
178	50.00'	22.00'	21.82'	12°36'18"	247E	50.00'	58.68'	55.37'	33°17'16"
180	200.00'	10.47'	10.47'	01°30'00"	247W	250.00'	13.44'	13.44'	01°32'24"
184	1495.8'	73.53'	73.52'	01°24'30"	248	250.00'	75.00'	74.72'	08°35'40"
185	1545.8'	75.98'	75.98'	01°02'30"	249	250.00'	73.00'	72.74'	08°21'55"
188	550.00'	25.97'	25.97'	01°21'10"	250	250.00'	75.00'	74.72'	08°35'40"
189	550.00'	15.79'	15.79'	06°49'21"	251	250.00'	5.24'	5.24'	00°36'02"
191	300.00'	20.34'	20.33'	01°56'31"	258	200.00'	17.44'	17.43'	02°29'53"
192	300.00'	81.49'	81.24'	07°46'54"	259S	200.00'	118.14'	116.43'	16°05'53"
193	300.00'	89.62'	89.28'	08°33'28"	259E	50.00'	16.13'	16.06'	09°14'23"
194S	300.00'	29.52'	29.51'	02°49'09"	260	50.00'	74.66'	74.91'	42°46'37"
194N	250.00'	70.06'	69.83'	08°01'42"	Block G	50.00'	10.02'	10.00'	05°04'28"
195	250.00'	84.52'	84.12'	09°41'08"	261	50.00'	45.00'	43.50'	25°04'59"
196	250.00'	36.32'	36.28'	04°09'41"	262	50.00'	51.24'	49.03'	29°21'28"
205	300.00'	37.70'	37.68'	03°36'02"	263E	50.00'	64.48'	64.10'	36°33'53"
206	300.00'	87.03'	86.73'	08°18'40"	263W	250.00'	10.00'	10.00'	01°00'45"
207	300.00'	102.20'	101.70'	09°45'32"	264	250.00'	74.81'	74.54'	09°34'23"
208	250.00'	105.67'	104.88'	12°06'32"	265	250.00'	70.00'	69.77'	08°01'17"
209	250.00'	82.83'	82.45'	09°29'31"	266	250.00'	20.08'	20.07'	02°18'04"
210	250.00'	19.72'	19.71'	02°15'34"	271	200.00'	37.19'	37.14'	05°19'38"
141	191.66'	13.00'	13.00'	01°56'35"					
154	525.00'	11.42'	11.42'	00°37'23"					

For Affidavit See De 86-53074 12-17-86  
 For Affidavit See Doc 86-53075 12-17-86  
 For Affidavit See Doc 86-53076 12-17-86  
 For Affidavit See Doc 86-53077 12-17-86  
 For Affidavit See Doc 86-53078 12-17-86  
 " " " " 86-53079 12-17-86  
 " " " " 86-53080 12-17-86  
 " " " " 86-53081 12-17-86  
 " " " " 86-53081 12-17-86

For Amendment to Restrictions See Doc 86-38230 9-29-86

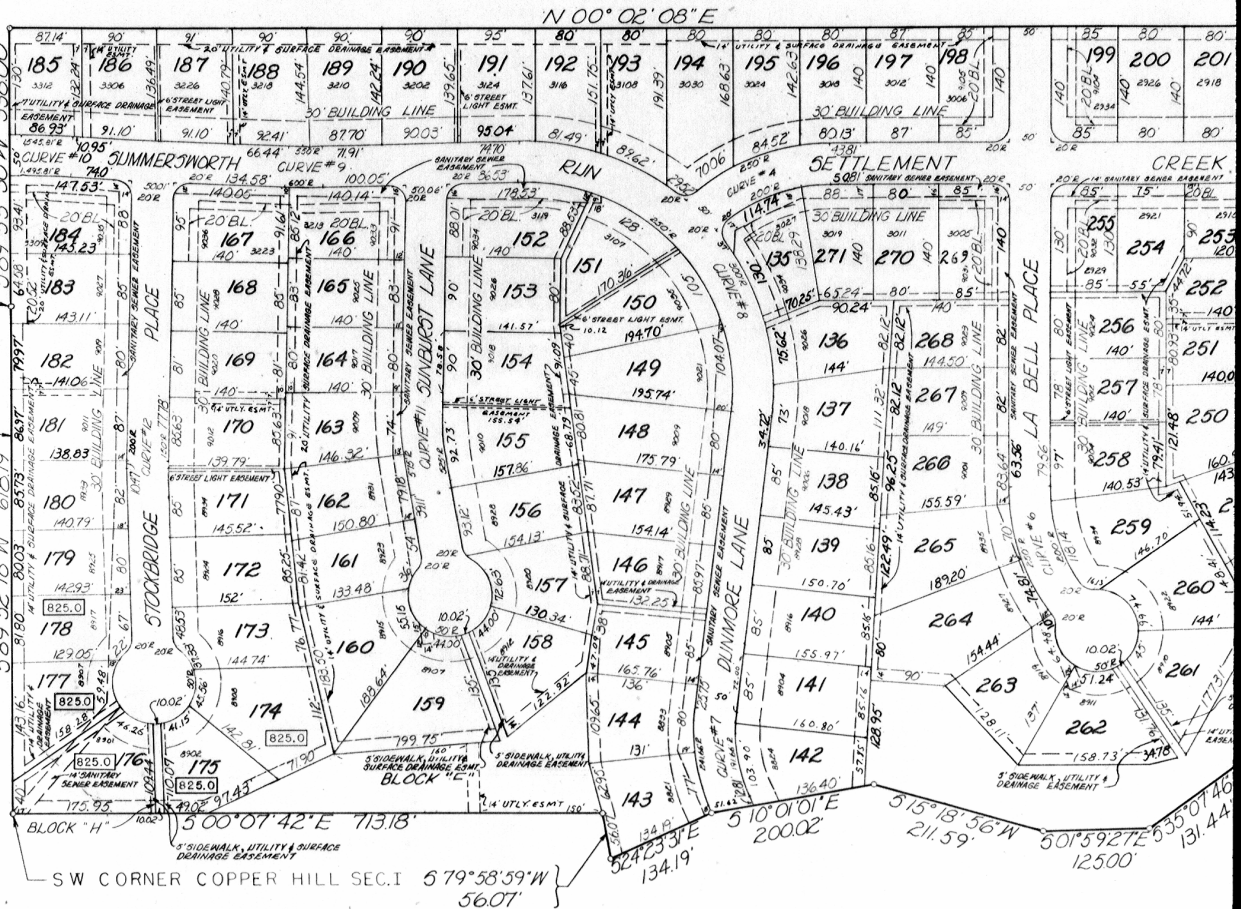
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by

86-013670

Book 47 Page 105

805, APR. 30, PM 3-21  
ALLEN COUNTY CLERK  
Department of Planning

N. LINE  
HEATHER RIDGE SEC. II  
S.W. CORNER E. 1/2 N.W. 1/4  
SEC. 14, T. 30N, R. 11E.



STREET CURVE DATA						
STREET	CURVE	R	Δ	L	C	T
ENFIELD PLACE	1	200'	49°11'51\"	171.73'	166.50'	91.56'
		250'	47°43'17\"	208.22'	202.26'	110.58'
TIMBERMILL RUN	2	250'	150°11'58\"	66.32'	66.13'	33.36'
		300'	05°23'50\"	28.26'	28.25'	14.14'
SETTLEMENT CREEK	3	250'	89°46'36\"	391.72'	352.86'	249.03'
		300'	89°46'36\"	470.07'	423.44'	298.83'
SMOKEY HILL PLACE	4	200'	43°31'29\"	151.93'	148.30'	79.84'
		250'	43°45'04\"	190.90'	186.30'	100.38'
LA BELL PLACE	5	200'	54°08'51\"	189.01'	182.05'	102.23'
		250'	55°23'30\"	241.68'	232.38'	131.22'
DUNMORE LANE	6	200'	38°50'27\"	135.58'	133.00'	70.51'
		250'	40°04'55\"	174.89'	171.35'	91.19'
SUMMERSWORTH RUN	7	191.66'	31°07'06\"	104.09'	102.82'	53.37'
		241.66'	31°07'06\"	131.25'	129.64'	67.29'
SUNBURST PLACE	8	250'	98°20'09\"	429.07'	378.31'	289.30'
		300'	98°20'09\"	514.88'	453.98'	347.16'
STOCKBRIDGE PLACE	9	550'	04°21'03\"	41.77'	41.75'	20.89'
		600'	04°21'03\"	45.56'	45.55'	22.79'
SETTLEMENT CREEK	10	1495.8'	02°48'59\"	73.53'	73.52'	36.77'
		1545.8'	04°48'59\"	75.98'	75.98'	38.00'
ENFIELD PLACE	11	525'	11°22'00\"	104.15'	103.98'	52.25'
		575'	11°22'60\"	114.07'	113.88'	57.22'
TIMBERMILL RUN	12	150'	03°00'00\"	7.85'	7.85'	3.93'
		200'	03°00'00\"	10.47'	10.47'	5.24'

DEVELOPED BY:  
THE ABOITE CORPORATION  
6700 E. STATE BLVD.  
FT. WAYNE, INDIANA

ENGINEER  
TURNBELL ENGINEERING CO.  
519 TENNESSEE AVENUE  
FORT WAYNE, INDIANA 46805

THE UNDERSIGNED SURVEYOR HAS DETERMINED THAT THE TRACT OF LAND HEREIN SUBDIVIDED INTO LOTS 137 THRU 271 OF COPPER HILL SECTION III LIES OUTSIDE THE FLOOD PLAIN OF THE REGULATORY FLOOD AS DEFINED IN THE ZONING ORDINANCE OF ALLEN COUNTY, INDIANA AS AMENDED DEC. 10, 1985

THIS PLAT PREPARED BY AND CERTIFIED ON THIS 10TH DAY OF DEC. 1985

*Keith C. Smith*  
REGISTERED LAND SURVEYOR



## COPPER HILL SECTION

A SUBDIVISION IN THE NW 1/4 OF SECTION  
TOWNSHIP 30 NORTH, RANGE II EAST  
ALLEN COUNTY, INDIANA

CONFIRMED BY THE ZONING ADMINISTRATOR OF ALLEN COUNTY ON THIS 21 DAY OF APRIL, 1986

*Jack G. Suter*  
JACK G. SUTER

☐ - BOXED IN ELEVATIONS REPRESENT MINIMUM FLOOD PROTECTION GRADES



COPPER HILL SECTION III  
LEGAL DISCRIPTION

A parcel of land located in the Northwest Quarter of Section 14, Township 30 North, Range 11 East in Allen County, Indiana more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section 14, said corner also being the Northeast corner of Copper Hill Section I a platted subdivision found in Book 41 pages 118-121 at the Allen County Recorder's Office; thence South 89° 48' 44" West along the North line of Section 14 a distance of 970.07 feet to the Point of Beginning said point being the Northwest corner of Copper Hill Section I; thence Southerly along the West Boundary of Copper Hill Section I the following twelve courses:

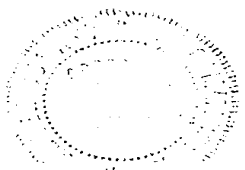
- South 00° 11' 16" East a distance of 611.18 feet;
- thence Southeasterly along a curve to the right not tangent to the last described course having a radius of 250.00 feet, a length of 38.04 feet and subtended by a chord having a bearing of South 79° 20' 50" East and a length of 38.00 feet;
- thence South 15° 00' 40" West not tangent to the last described curve course a distance of 119.90 feet;
- thence South 72° 44' 09" East a distance of 209.62 feet;
- thence South 00° 18' 02" East a distance of 375.00 feet;
- thence South 35° 07' 46" East a distance of 131.44 feet;
- thence South 01° 59' 27" East a distance of 125.00 feet;
- thence South 15° 18' 56" West a distance of 211.59 feet;
- thence South 10° 01' 01" East a distance of 200.02 feet;
- thence South 24° 23' 31" East a distance of 134.19 feet;
- thence South 79° 48' 58" West a distance of 56.07 feet;
- thence South 00° 07' 42" East a distance of 713.18 feet;

to the Southwest Corner of said Copper Hill Section I plat; thence Westerly along the North Line of Heather Ridge Section II a platted subdivision in the Southwest Quarter of said Section 14 recorded in Plat Book 41 Pages 13-17 in the Allen County Recorder's Office the following two courses:

- South 39° 55' 30" West a distance of 618.19 feet to the Southwest Corner of the East half of the Northwest Quarter of said Section 14; thence South 89° 55' 30" West a distance of 338.00 feet to the Northwest corner of said Heather Ridge Section II;
- thence North 00° 02' 08" East a distance of 2649.33 feet to the North Line of the Northwest Quarter of said Section 14; thence North 89° 48' 44" East along said North line a distance of 683.43 feet to the Point of Beginning containing 52.80 acres and subject to all easements of record.

1986 APR 30 PM 3:21  
ALLEN COUNTY RECORDER  
Allen County, Indiana

I, Keith E. Smith, hereby certify that I am a Land Surveyor licensed in compliance with the laws of the State of Indiana and that his plat correctly represents a survey completed by me December 10, 1985, that all markers shown thereon actually exist and that their location, size, type, and material are accurately shown. Said lots are numbered 135 thru 271, both inclusive.



*Keith E. Smith*  
Keith E. Smith  
Registered Land Surveyor



8 6 1 3 6 7 0

DULY ENTERED FOR TAXATION

APR 30 1986

DEDICATIONS, PROTECTIVE RESTRICTIONS, COVENANTS  
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO  
AND MADE A PART OF THE DEDICATION AND PLAT OF *Gloria J. Glogelin*  
COPPER HILL, SECTION III AUDITOR OF ALLEN COUNTY  
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

The Aboite Corporation, an Indiana corporation, by Paul W. Seitz, its President, and Joseph L. Zehr, its Secretary, hereby declares that it is the owner of the real estate shown and described in this plat and does hereby lay off, plat and subdivide said real estate in accordance with the information shown on said plat, being the certified plat appended hereto and incorporated herein. The subdivision shall be known and designated as COPPER HILL, SECTION III, a subdivision in Aboite Township, Allen County, Indiana.

The lots are numbered from 135 through 271 inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. All street rights-of-way and walkway easements specifically shown or described are hereby expressly dedicated to public use for the usual and intended purposes. Utility easements are likewise reserved for their usual and intended purposes.

PREFACE

COPPER HILL, SECTION III, is a portion of a tract of real estate which will ultimately be subdivided into approximately 271 residential lots, all to be included and known as COPPER HILL by various numerical sections. Simultaneously with the recordation of the Plat of COPPER HILL, SECTION III, and the Protective Restrictions and Covenants, there has been recorded Articles of Incorporation of COPPER HILL COMMUNITY ASSOCIATION, INC., it being platator's intention that each owner of a lot in any section of COPPER HILL shall become a member of said Community Association and shall be bound by its Articles of Incorporation and By-Laws.

The various sections of COPPER HILL are in turn a portion of a larger tract of real estate in Aboite Township, Allen County, Indiana, which has been given the name of COVENTRY. Various tracts comprising COVENTRY shall, in addition to COPPER HILL, be platted from time to time into Subdivisions similar in size to COPPER HILL and at the time of recordation of the original plats thereof, Articles of Incorporation for separate Community Associations for said Subdivisions shall likewise be recorded and the owners of lots contained therein bound by the By-Laws and provisions thereof. When all of COVENTRY shall have been subdivided for various uses, each particular Subdivision shall be governed by the rules and regulations of its own Community Association under the ultimate aegis of COVENTRY COMMUNITY ASSOCIATION, INC. of which each Subdivision's Community Association shall be deemed a division and in which each said Subdivision's Community Association shall be represented. COVENTRY COMMUNITY ASSOCIATION, INC. shall have final authority to act with respect to specified matters associated with the efficient supervision of maintenance activities in all of COVENTRY, together with that authority conferred upon it by its By-Laws and the acts of its Board of Directors.

In addition to maintaining the Common Areas within the confines of each specifically named Subdivision, such as COPPER HILL and all of its various sections, it shall be the obligation of the owners of lots within each such named Subdivision to make provision for the maintenance of common impoundment basins specifically located in COVENTRY. All Subdivisions, such as COPPER HILL in its various sections, whose surface drainage waters lie within the same watershed resulting in ultimate surface drainage into the same common impoundment basin, are and shall be required to pay that portion of the cost of maintaining said common impoundment basin as is represented by that Subdivision's percentage of all of the run-off of surface waters from all Subdivisions located within COVENTRY into said common impoundment basin.

INSTRUMENT U 2159



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Until such time as that portion of COVENTRY in which is included the watershed in which COPPER HILL and its various sections is located has been subdivided and the various subdivided parcels sold, The Aboite Corporation, as plattor, shall bear its pro rata portion of the expense of maintenance of said common impoundment basins allocated to portions of COVENTRY unsubdivided or otherwise unsold. The obligation of The Aboite Corporation to bear such pro rata or allocated portion of said expense shall terminate upon the platting of any Subdivision of any remaining portions of COVENTRY, disposition of any such portion to a third party or December 31, 1990, which ever shall first occur.

It is the plattor's intent that all of the regulations with respect to the use and occupancy of the various portions of COVENTRY be designated to accommodate the desires of the occupants of the various portions of COVENTRY from time to time, to preserve property values, and to be flexible enough to meet specific needs, including the need to raise funds. Accordingly, the Preface and its statements shall be deemed a covenant of equal force and effect as all others herein set forth.

#### ARTICLE I DEFINITIONS

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

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of COPPER HILL and its various Sections, including Section II, and including contract sellers, excluding those having such interest merely as security for the performance of an obligation.

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

Section 4. "Lot" shall mean either any of said lots as platted or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more lots or parts of one or more lots as platted upon which a residence may be erected in accordance with the restrictions hereinabove set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no tract of land consisting of part of any one lot or parts of more than one lot shall be considered a "Lot" unless said tract of land has a frontage of 70 feet in width at the established building line as shown on this plat.

Section 5. "Common Impoundment Basin" shall be that basin into which the surface drainage waters of COPPER HILL, SECTION III drain in common with other Sections of COPPER HILL and other areas included within COVENTRY, of which COPPER HILL is a part.

Section 6. "By-Laws" shall mean the By-Laws initially adopted by COPPER HILL COMMUNITY ASSOCIATION, INC., and all amendments thereto.

Section 7. "COVENTRY" shall mean a tract of land approximately 750 acres in area in Aboite Township, Allen County, Indiana, of which COPPER HILL and its various Sections are a portion.

#### ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

8 6 1 3 6 7 0

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- (b) The right of the Association to suspend the voting right and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class or members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants or his contract purchasers who reside on the property.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

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

Class A. Class A members shall be all owners exclusive of The Aboite Corporation. owners shall be entitled to one (1) vote for each lot owned.

Class B. Class B member(s) shall be The Aboite Corporation which shall be entitled to 600 votes less that number of votes which Class A Members are entitled to exercise. Class B Membership shall cease upon the happening of either of the following events:

- (a) when fee simple title to all lots in all Sections of COPPER HILL have been conveyed by The Aboite Corporation, or
- (b) on December 31, 1993.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner, exclusive of The Aboite Corporation hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

8 6 1 3 6 7 0

The annual and special assessments, together with interest, costs, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be Seventy-Five Dollars (\$75.00) per lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 8% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 8% by the vote or written assent of 51% of each class of members.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

1986 APR 30 PM 3:21  
ALLEN COUNTY RECORDER  
*W. J. ...*

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any new construction or repair or replacement thereof of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 75% of each class of members, and provided, further, that no such special assessments for any such purpose shall be made if the taking of such assessment shall in any way jeopardize or affect the Association's ability to improve and maintain its Common areas or to pay its pro rata share of the cost of maintaining the Common Impoundment Basin.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Any action authorized under Sections 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of each class of members, members who were 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 Assessments. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly or yearly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as



to all lots on the first day of the month following the conveyance of the Common Areas. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified lot has been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate for 12% per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V  
COVENTRY COMMUNITY ASSOCIATION

Section 1. Representation. At such time as COVENTRY COMMUNITY ASSOCIATION, INC., has been issued its Certificate of Incorporation and upon notification thereof, the Board of Directors of COPPER HILL COMMUNITY ASSOCIATION, INC., shall, by majority vote at a duly called or special meeting thereof at which a quorum is present, appoint three (3) of its members to serve on the Board of Directors of COVENTRY COMMUNITY ASSOCIATION, INC.

Section 2. Final Authority. The Board of Directors of COPPER HILL COMMUNITY ASSOCIATION, INC., shall, by appropriately enacted By-Laws, acknowledge that COVENTRY COMMUNITY ASSOCIATION INC., shall have final authority with respect to all matters involving the maintenance and repair of the Common Impoundment Basin into which surface waters from COPPER HILL and its various Sections drain together with the right to levy special assessments therefor.

ARTICLE VI  
ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by the Architectural Control Committee to be composed of three members, the first Committee members to be: Joseph L. Zehr, Orrin R. Sessions, and Paul W. Seitz. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. In the event said Board, or the Architectural Control Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, this article will be deemed to have been fully complied with.

ARTICLE VII  
GENERAL PROVISIONS

Section 1. No lot shall be used except for residential building purposes. No building shall be erected, altered, placed or

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permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height. Each house shall include not less than a two-car garage, which shall be built as part of said structure and attached thereto.

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

Section 3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than a distance of seven (7) feet to an interior lot line. No dwelling shall be located on lots numbered 141 thru 144, 158, 159, 175, 176, 232 thru 238, 241 thru 247, 261 thru 263 nearer than fifteen (15) feet to the rear lot line. No dwelling shall be located on lots numbered 135 thru 140, 145 thru 157, 160 thru 174, 177 thru 231, 239, 240, 248 thru 260, 264 thru 271, inclusive nearer than twenty-five (25) feet to the rear lot line.

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

Section 5. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven (7) feet of each lot, or as shown on the plat. No owner of any lot shall erect or grant to any person, firm or corporation the right, license, or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical, telephone, or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any house or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the owners of all lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes. Any public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections.

Section 5 (a). Surface drainage easements and Common Areas used for drainage purposes as shown on the plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain, or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

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 (a). No structure of a temporary character, trailer, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot as a residence either temporarily or permanently, provided, however, that basements may be constructed in connection with the construction and use of any residential building.

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Section 7 (b). No boat, boat trailer, recreational vehicle, motor home, truck, camper or any other wheeled vehicle shall be permitted to be parked ungaraged on any lot for periods in excess of 48 hours, or for a period of which in the aggregate is in excess of 8 days per calendar year. A "truck" is defined for this purpose as one which is rated one-ton or more.

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, or one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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

Section 10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

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

Section 12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators or outside incinerators shall be kept or allowed on any lot.

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

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

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

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

Section 17. No rain and storm water runoff or such things as roof water, street pavement, and surface water, caused by natural precipitation, shall at any time be discharged or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above-mentioned Storm Water and Surface Water Runoff Sewer System.

Section 18. Before any house or building on any lot or tract in this Subdivision shall be used and occupied as a dwelling or as

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ALLEN COUNTY RECORDER

~~Otherwise~~ provided by the Subdivision restrictions above, the developer or any subsequent owner of said lot or tract shall install improvements serving said lot or tract as provided in said plans and specifications for this Subdivision filed with the Board of County Commissioners. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana, or by any aggrieved lot owner in this Subdivision.

Section 19. Before any lot or tract may be used or occupied, such user or occupier shall first obtain from the Allen County Zoning Administrator the Improvement Location Permit and Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Section 20. The Association, The Aboite Corporation, or 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 covenants and restrictions. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 21. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 22. No lot or combination of lots may be further subdivided until approval therefor has been obtained from the Allen County Plan Commission.

Section 23. 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, The Aboite Corporation its successors or assigns shall have the exclusive right of two (2) years from the date of recording of the plat to amend any of the Covenants and Restrictions, with the approval of the Allen County Plan Commission, or its successor agency, except Section 2 above.

Section 24. Plans and specifications for this Subdivision, on file with the Allen County Plan Commission and the Board of Commissioners of Allen County, require the installation of concrete sidewalks within the street rights-of-way in front of lots numbered 134 - 142, 152 - 156, 167 - 173, 185 - 212, 220 - 224, 231, 240 - 243, 225 - 259, as shown on approved plans. Installation of said sidewalks shall be the obligation of the owner of any such lot, exclusive of The Aboite Corporation, shall be completed in accordance with said plans and specifications and prior to the issuance of a Certificate of Occupancy for any such lot and the cost of said installation shall be a lien against any such lot enforceable by the Allen County Plan Commission. Should such Certificate of Occupancy be issued to The Aboite Corporation, said corporation shall be considered an owner for purposes of the enforcement of this covenant.

Section 25. Flood Protection Grade. In order to minimize potential damages from surface water, flood protection grades are established as set forth below. All dwellings shall be constructed at or above the minimum flood protection grades; such grades shall be the minimum elevation of a first floor or the minimum sill elevation of any opening below the first floor. The flood protection grades for lots 174 thru 178, inclusive are 825 feet Mean Sea Level.

Section 26. Driveway Access. No driveway access shall be permitted for lots numbered 214, 215, 225, 226 and 227 onto the Covington Road right-of-way.

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IN WITNESS WHEREOF, The Aboite Corporation, an Indiana corporation, by Paul W. Seitz, its President, and Joseph L. Zehr, its Secretary, owner of the real estate described in said plat, has hereunto set its hand and seal by its duly authorized officers, this 10th day of December, 1985.

THE ABOITE CORPORATION

By Paul W. Seitz  
Paul W. Seitz, President

By Joseph L. Zehr  
Joseph L. Zehr, Secretary

STATE OF INDIANA )  
                          )SS:  
COUNTY OF ALLEN )

Before me, a Notary Public in and for said County and State, personally appeared Paul W. Seitz and Joseph L. Zehr, known by me to be the duly authorized and acting President and Secretary, respectively, of THE ABOITE CORPORATION, and acknowledged the voluntary execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth, this 10th day of December, 1985.

WITNESS my hand and Notarial Seal.

Cathy A. Fitzgerald  
Cathy A. Fitzgerald, Notary Public  
Resident of Allen County

My Commission Expires:

May 1, 1987

This instrument prepared by George E. Fruechtenicht, Attorney At Law



Allen County, Indiana Plan Commission

Lester C. Gerig - President

*Edward L. Neuffer*  
Edward L. Neuffer - Vice President

*A. G. Sprou*  
Arthur G. Sprou - Secretary

Allen County Board of Commissioners

*Richard M. Regedanz*  
Richard M. Regedanz

*Richard M. Ellenwood*  
Richard M. Ellenwood

*Jack Worthman*  
Jack Worthman

ATTEST

*Gloria J. Goeglein*  
Allen County Auditor

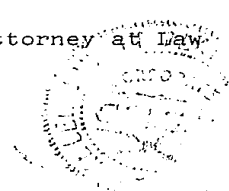
Allen County Surveyor

**APPROVED FOR DRAINAGE ONLY**  
*William L. Sweet*  
William L. Sweet

Allen County Health Commissioner

*J. M. Irmischer*  
Dr. Jane M. Irmischer

This instrument prepared by George E. Fruechtenicht, Attorney at Law



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