

CABINET "A" PAGE 45

JUL 25 1988

Jana K. Bloom
AUDITOR OF ALLEN COUNTYDECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO
AND MADE A PART OF THE DEDICATION AND PLAT OFTHE HAMLETS OF WOODLAND RIDGE, SECTIONS VI AND VII,
SUBDIVISIONS IN ABBIE TOWNSHIP, ALLEN COUNTY, INDIANAALLEN COUNTY RECORDS
Jana K. Bloom

Robert W. King and Elizabeth R. King, husband and wife, hereby declare that they are the Owners of the real estate shown and described in this plat and do 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 Subdivisions shall be known and designated as THE HAMLETS OF WOODLAND RIDGE, SECTIONS VI AND VII, Subdivisions in Abbie Township, Allen County, Indiana.

In order to conserve the natural beauty of the Property, to insure its best use and most appropriate development, and to prevent the erection of poorly designed or constructed improvements, the said Robert W. King and Elizabeth R. King, hereinafter called "Developer," do hereby for themselves and their successors and assigns restrict the use as hereinafter provided of said real estate, which real estate, together with such additional land as Developer may from time to time submit to the provisions of this Declaration, is herein described as the "Property," and do hereby place upon said Property certain covenants and restrictions as follows:

1. The lots in Section VI are numbered from 97 through 117, inclusive, the lots in Section VII are numbered from 172 through 190, 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 private use for the usual and intended purposes. Utility easements are likewise reserved for their usual and intended purposes. Blocks "Z", "Y" and "W" are common areas, and are also reserved for surface drainage and storm drainage.

2. 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 attached or detached single-family dwelling not to exceed two stories in height and a private attached garage for not more than two cars. The plat shows minimum front building set back lines of 25 feet for all lots, minimum side street building setback lines of 10 feet on all corner lots (98, 104, 107, 113, 174, 180, 183 and 189), and minimum rear building set back lines of 10 feet on lots 99-103, 108-112, 115-117, 172, 175-179, and 184-188. Regarding rear yards on all other lots and regarding all other side yards, except in the case of separate dwellings attached at a party wall located on the common lot line between them, the minimum separation between dwelling units shall be fifteen feet. Exclusive of garage, porch, patio or stoop, no dwelling unit shall be constructed which contains less than 1500 square feet of living area; provided, however that in the case of separate dwellings attached at a party wall located on the common lot line between them, each such dwelling shall contain at least 1200 square feet of living area. Developer shall designate an exclusive builder or builders for all dwelling units. All dwelling units and areas shall be professionally designed and landscaped. Developer and the exclusive builder or builders shall choose and establish all initial landscaping. The lowest points of entry at the fronts of the dwellings constructed on the following lots must be equal to or above the USGS Mean Sea Level elevations specified:

Lot 97 = 771.0 feet	Lot 177 = 774.8 feet
Lot 99 = 771.0 feet	Lot 178 = 774.8 feet
Lot 172 = 779.6 feet	Lot 185 = 774.9 feet
	Lot 186 = 774.9 feet

3. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

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4. No animals, birds, or other creatures shall be kept and maintained on any part of the Property, except normal domestic house pets which may be kept in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purpose. All animals must be kept on a leash when outside the owners premises and must not become a nuisance to other residents.

5. 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 realtors and builders to advertise the property during the construction and sales period.

6. No part of the Property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

7. In the event of damage or destruction of any party wall or any extension thereof, including the foundation, the owner of each dwelling unit, his heirs and assigns, shall have a perpetual easement of right-of-way of ingress and egress on, over, under and across the property of any adjoining owner for the purpose of repairing or rebuilding any portion of said party wall, and the expense of such repair or rebuilding shall be borne equally between the adjoining owners, and whenever said party wall or any portion thereof shall be rebuilt, it shall be erected on the same spot on the same lot, and be of the same size and the same or similar material and of like quality with the wall so damaged or destroyed.

8. The owner or owners of any lot, or other fee interest in the Property shall, upon the acquisition of such interest, become a member of the Hamlets West Homeowners Association, Inc., to be established by Developer as an Indiana not for profit corporation, and said member and his ownership interest shall be subject to the terms and conditions of the Articles of Incorporation and By-Laws of said Homeowners Association as well as to these Covenants and Restrictions and other documents of record. Developer shall establish said Association before the first lot in either Subdivision is sold and developed. Unless Developer earlier relinquishes such rights, Developer shall have all the voting powers of and shall alone act as the Board of Directors of said Association until all the platted residential lots in both Subdivisions are sold and developed, or until July 1, 1990, whichever shall first occur. Said Association shall serve these Subdivisions and future development planned by Developer as Sections VIII, IX and X of The Hamlets of Woodland Ridge. Providing both entities agree, said Association may merge with Woodland Ridge Homeowners Association, Inc., a similar Indiana not for profit corporation established in 1985 to serve Sections II, III, IV and V of The Hamlets of Woodland Ridge.

Except for such lots upon which improvements are not yet constructed, each lot of the Property shall be subject to a monthly or annual charge per such lot, in an amount or amounts to be fixed, from time to time, by the Board of Directors of the Association, which charge shall become a lien upon each lot from the time it is so fixed and until paid. Each purchaser of any portion of the Property by becoming such, agrees to be personally responsible for the payment of all charges that may become liens against his property pursuant to this Declaration and which become due while he is the owner thereof. The charges collected by the Association in each month shall be sufficient to maintain and operate, in neat and good order, and to pay all expenses payable with respect to the maintenance and operation of such facilities as may be owned or leased by the Association or designated or conveyed by the Developer in Plats or otherwise to be operated and maintained by the Association as aforesaid, including but not limited to all streets, walkways and common areas. Any portion of the charges remaining after the disbursements required hereby shall be used for the improvement of the Property for the benefit of the Property and the owners and inhabitants thereof, and for the promotion of the peace, health, comfort, safety, or general welfare of the owners and inhabitants thereof.

Each year the Board of Directors of the Association may appoint an Architectural Committee to be composed of 3 members and serve for the ensuing

year. Within the Subdivisions no structure of any kind may be placed nor altered in any manner, nor may any landscaping nor fencing be done or changed except the plans therefor contain the written approval of the Committee. If the Committee fails to act upon any plans within 30 days from the time such plans are submitted to it, such plans shall be considered approved. In the absence of an Architectural Committee, the written approval herein required must be obtained from the Developer. Developer, not the Committee or the Association, shall approve or disapprove the plans and specifications for new construction of dwellings and private garages within the Subdivisions. Developer shall also have veto power over all other Architectural Committee matters arising within a particular Subdivision until 80% of the platted residential lots in that particular Subdivision are sold and developed, or until July 1, 1998, whichever shall first occur, unless Developer earlier relinquishes such power.

9. The surface drainage easements shown on the plat shall be used solely for the surface drainage of surface water falling onto the land platted as the Subdivisions. The easements shall be kept open, except for culverts and bridges necessary for roads, drives and walkways. The land within the easements shall be kept in as natural a condition as is consistent with the use of the easements for such drainage, and live trees and other live vegetation may be removed from an easement only when such vegetation substantially impairs the use of the easement except that vegetation other than trees may be replaced by lawn or other vegetation. No structure may be placed in an easement except (a) roads, drives and walkways where they cross an easement, (b) culverts and bridges permitted by this paragraph, (c) structures which are necessary to control erosion within the easement, (d) utility facilities where a utility easement and a surface drainage easement coincide, (e) dams for ponds which will be confined at all times to the lot on which the dam is located, and (f) on Block "Z" only, an access road to U.S. Highway 24, and maintenance, storage and construction and Association office structures and their appurtenant driveways and parking areas. The Association shall have the right to make assessments therefor, but only against those lots which drain into such easement. Any public authority having jurisdiction over storm drainage within Allen County, Indiana, shall have such right as is provided by law from time to time to repair and maintain or to require the Association (or the Developer before either control is transferred to the Association or one (1) year after the recording of this Declaration, whichever shall last occur) to repair and maintain land and structures within such easements and within Blocks "Z", "Y" and "W" and the other common areas of the Subdivisions where storm drainage facilities are located, but the Association (or the Developer, as the case may be) shall be afforded a reasonable time to make such repairs and maintenance before the public authority may act.

All utility easements as dedicated on the recorded plat shall be kept free of all permanent structures and the removal of any obstructions by a utility company shall in no way obligate the utility company in damages or to restore the obstruction to its original form. Any structure, shrubbery, trees or other installation thereon, whether temporary or permanent shall be subject to the paramount right of the utility to use said easement as provided herein. All utility lines shall be underground.

10. No lot or combination of lots may be further subdivided until approval therefor has been obtained from the Allen County Plan Commission or its successor except that a lot may be divided into two parts where each part is under common ownership and use with an entire, contiguous lot, in which case the part and the entire lot with which it is contiguous shall be treated as one lot for the purposes of these covenants and restrictions.

11. Before any lot may be used or occupied, such user or occupier shall first obtain an Improvement Location Permit and a Certificate of Occupancy as required by the Allen County Zoning Ordinance.

12. Before any residence on any lot in said Subdivisions shall be used and occupied as a dwelling or as otherwise provided by the Subdivision restrictions above, the Developer or any subsequent owner of said lot shall install improvements serving said lot as provided in the plans and specifications for said Subdivisions filed with the Board of County Commissioners. This covenant shall be enforceable by the County of Allen, State of Indiana, or by any aggrieved lot owner in said Subdivisions.

13. Additional land may be subjected to the covenants contained in this Declaration by reference hereto, and in such event the owners of Property subsequently subjected to these covenants may enforce the same against owners of the Property as though all of the land subject to the covenants was referred to in one Declaration of Covenants and Restrictions. It is provided, however, that the Developer shall be under no obligation to subject additional land to the terms of this Declaration.

14. All the lots in said Subdivisions shall be subject to and impressed with the protective covenants, agreements, easements, restrictions, limitations and charges herein set forth; and they shall be considered a part of the conveyance of any lot in said Subdivisions without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present or future, of any and all lots in said Subdivisions, and they shall run with the land and inure to the benefit of and be enforceable by the owner, or owners, of any land or lots included in said Subdivisions, their respective legal representatives, heirs, successors, grantees and assigns. Within each particular Subdivision, the owner or owners, present or future, of any land or lot included in such Subdivision shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and also damages for any injuries resulting from any violation thereof; but there shall be no right of reversion or forfeiture of title resulting from such violation or attempted violation.

15. These protective covenants, agreements, easements, restrictions, limitations and charges shall continue in existence for a period of 30 years from the date of the recording hereof and thereafter shall be automatically extended for successive periods of 10 years each; provided, however, that, other than the public utility easements and the temporary powers of the Developer over Association and Architectural affairs, any of them may be changed, abolished or altered in part or entirely, at any time, by written instrument signed by the owners of not less than 75% of the lots in the particular Subdivision. All such amendments, changes or alterations, however, shall have the prior approval of the Allen County Plan Commission or its successor.

16. The determination of any Court or any judgment that any provision of this Declaration is unenforceable, invalid or void shall not affect the enforceability or validity of any other provisions hereof, all of which shall remain in full force and effect.

17. Sidewalks. Plans and specifications for said Subdivisions, 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 the residential lots, which sidewalks 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.

18. Yard Light. Each dwelling will cause a yard light or other illuminating device to be installed in the front yard fifteen (15) feet (plus or minus one foot) from the street curb. Such yard light or illuminating device will be of such design and construction as shall be approved by the Architectural Control Committee; said Committee shall also have the authority to approve a change in the location of said yard light or illuminating device. The Owners of said dwelling upon which said yard light or other illuminating device shall have been installed shall cause said yard light or other illuminating device to be illuminated at all times other than daylight hours. Developer shall approve the initial location, design and construction of each such yard light or other illuminating device.

IN WITNESS WHEREOF, Robert W. King and Elizabeth R. King, husband and wife, Owners of the real estate described in said Plat have hereunto set their hands and seals this 26th day of May, 1985.

Elizabeth R. King (SEAL)
(Elizabeth R. King)

Robert W. King
(Robert W. King)



but not for any commercial use or purpose. All animals must be kept on a leash when outside the owners premises and must not become a nuisance to other residents.

5. 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 realtors and builders to advertise the property during the construction and sales period.

6. No part of the Property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

7. In the event of damage or destruction of any party wall or any extension thereof, including the foundation, the owner of each dwelling unit, his heirs and assigns, shall have a perpetual easement of right-of-way of ingress and egress on, over, under and across the property of any adjoining owner for the purpose of repairing or rebuilding any portion of said party wall, and the expense of such repair or rebuilding shall be borne equally between the adjoining owners, and whenever said party wall or any portion thereof shall be rebuilt, it shall be erected on the same spot on the same lot, and be of the same size and the same or similar material and of like quality with the wall so damaged or destroyed.

8. The owner or owners of any lot, or other fee interest in the Property shall, upon the acquisition of such interest, become a member of the Hamlets West Homeowners Association, Inc., which has been established by Developer as an Indiana not for profit corporation, and said member and his ownership interest shall be subject to the terms and conditions of the Articles of Incorporation and By-Laws of said Homeowners Association as well as to these Covenants and Restrictions and other documents of record. Unless Developer earlier relinquishes such rights, Developer shall have and retain all the Association voting powers of the platted residential lots in this Subdivision until all the same are sold and developed, or until October 1, 2001, whichever shall first occur. Said Association shall serve this Subdivision and previous development platted by Developer as Sections VI and VII of The Hamlets of Woodland Ridge. Providing both entities agree, said Association may merge with Woodland Ridge Homeowners Association, Inc., a similar Indiana not for profit corporation established in 1985 and serving Sections I, II, III, IV and V of The Hamlets of Woodland Ridge.

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14. All the lots in this Subdivision shall be subject to and impressed with the protective covenants, agreements, easements, restrictions, limitations and charges herein set forth; and they shall be considered a part of the conveyance of any lot in this Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present or future, of any and all lots in this Subdivision, and they shall run with the land and inure to the benefit of and be enforceable by the owner, or owners, of any land or lots included in said Subdivisions, their respective legal representatives, heirs, successors, grantees and assigns. Within this Subdivision, the owner or owners, present or future, of any land or lot included in this Subdivision shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and also damages for any injuries resulting from any violation thereof; but there shall be no right of reversion or forfeiture of title resulting from such violation or attempted violation.

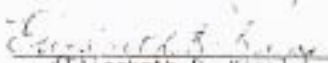
15. These protective covenants, agreements, easements, restrictions, limitations and charges shall continue in existence for a period of 30 years from the date of the recording hereof and thereafter shall be automatically extended for successive periods of 10 years each; provided, however, that, other than the public utility easements and the temporary powers of the Developer over Association and Architectural affairs, any of them may be changed, abolished or altered in part or entirely, at any time, by written instrument signed by the owners of not less than 75% of the lots in this Subdivision. All such amendments, changes or alterations, however, shall have the prior approval of the Allen County Plan Commission or its successor.


16. The determination of any Court or any judgment that any provision of this Declaration is unenforceable, invalid or void shall not effect the enforceability or validity of any other provisions hereof, all of which shall remain in full force and effect.

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IN WITNESS WHEREOF, Robert W. King and Elizabeth R. King, husband and wife, Owners of the real estate described in said Plat have hereunto set their hands and seals this 21st day of August, 1989.

 (SEAL)
(Elizabeth R. King)

 (SEAL)
(Robert W. King)

STATE OF INDIANA)
) SS:
 COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Robert W. King and Elizabeth R. King, husband and wife, and acknowledged the voluntary execution of the plat herewith for the purposes and uses therein set forth this 21st day of August, 1989.

My Commission Expires:

September 4, 1989


 (John R. Kowalczyk) Notary Public

Resident of Allen County, Indiana