

SOUTHERN LIMITS OF THE FLOODWAY AS DETERMINED BY N.T.P. MAP 2002G099 F DATED NOV 2 2003
NONE OF THE PLATTED LOTS ARE WITHIN THE FLOODWAY AS DETERMINED BY THIS MAP

P.K.F. (COMMON USAGE) AND ACCEPTED AS EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 31 NORTH, RANGE 13 EAST, ALLEN COUNTY, INDIANA

Per Cost # 106630
APPROVED THIS 10th DAY OF September 2024
NEW HAVEN PLAN COMMISSION

Larry Doherrman
LARRY DOHERRMAN - PRESIDENT

Frank Swartzwelder
FRANK SWARTZWELDER - VICE PRESIDENT

Don Ramon
DON RAMON - SECRETARY

ATTEST:
APPROVED THIS 15th DAY OF September 2024
NEW HAVEN BOARD OF PUBLIC WORKS AND SAFETY

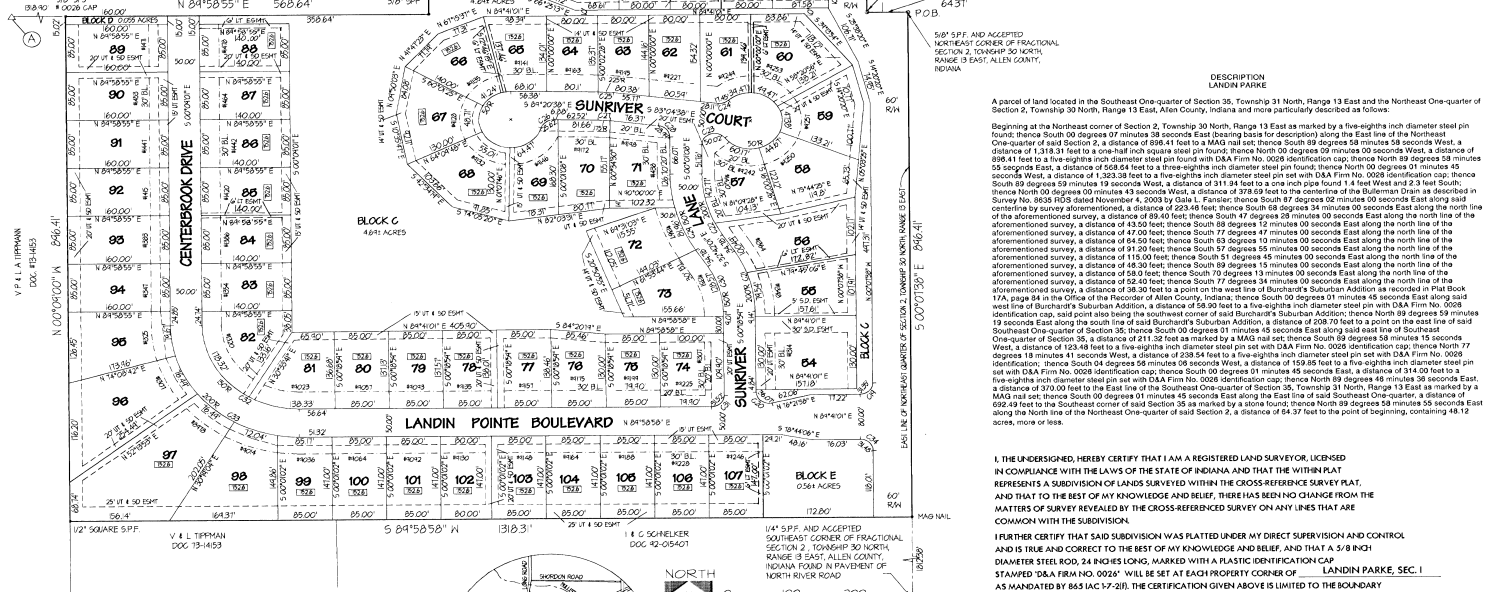
Terry McDonald
TERRY McDONALD - CHAIRMAN

Timothy Dole
TIMOTHY DOLE - CITIZEN MEMBER

Wayne Doenges
WAYNE DOENGES - COUNCIL MEMBER

Table with 4 columns: LOT, AREA, LOT, AREA. Lists lot numbers and their corresponding areas in square feet.

CURVE DATA TABLE. Table with 4 columns: CURVE NO., DELTA, CHORD, AREA. Lists curve data for various lots and blocks.



WE, LANCO, LLC, THE UNDERSIGNED OWNERS BY VIRTUE OF THAT CERTAIN DEED SHOWN IN DOCUMENT # 2024048327, IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA, OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAY OFF, PLAT AND SUBDIVIDE, SAID REAL ESTATE IN ACCORDANCE WITH THE INFORMATION SHOWN ON THE ACCORDARY PLAT. THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS LANDIN PARKE, SEC. 1 AN ADDITION TO ALLEN COUNTY, INDIANA.

IN WITNESS WHEREOF, LANCO, LLC, an Indiana limited liability company organized and existing under the laws of the State of Indiana, Owner of the real estate shown in said Plat, has hereunto set its hand, by its duly authorized officer, this 22nd day of September, 2024.

LANCO, LLC
an Indiana limited liability company
By: [Signature]
Craig D. Todd, Vice President

KEY TO LOT DATA
ADDRESS
STREET
Z ELEV
LOT BEARING
LOT DISTANCE
LOT NUMBER
FLOOD PROTECTION GRADE
LOT LINE

AUDITORS OFFICE
Due anytime for taxation. Subject to final acceptance for transfer.
OCT 25 2024
[Signature]
AUDITOR OF ALLEN COUNTY

STONE FOUND AND ACCEPTED
SECTION 35, TOWNSHIP 31 NORTH, RANGE 13 EAST, ALLEN COUNTY, INDIANA. THE STONE WAS CALLED FOR IN REGISTERED DEED N DOC 866-000641

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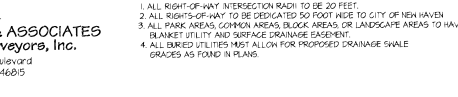
SECONDARY PLAT OF LANDIN PARKE, SECTION 1

A SUBDIVISION LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 30 NORTH, RANGE 13 EAST, AND THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 31 NORTH, RANGE 13 EAST, ALLEN COUNTY, INDIANA

DEVELOPERS: COLONIAL DEVELOPMENT INC.
6008 Brandy Chase Cove
Fort Wayne, Indiana 46815
260-486-1500
www.colonialgroup.com

ENGINEERS-SURVEYORS-PLANNERS: DICKMEYER & ASSOCIATES
Engineers-Surveyors, Inc.
6010 East Stone Boulevard
Fort Wayne, Indiana 46815
260-744-0725

- 1. ALL RIGHT-OF-WAY INTERSECTION WIDTH TO BE 30 FEET.
- 2. ALL RIGHTS-OF-WAY TO BE DESIGNATED 20 FEET WIDE TO CITY OF NEW HAVEN
- 3. ALL PARK AREAS, COMMON AREAS, BLOCK AREAS OR LANDSCAPE AREAS TO HAVE A BLANKET UTILITY AND SURFACE DRAINAGE EASEMENT
- 4. ALL BURIED UTILITIES MUST ALLOW FOR PROPOSED DRAINAGE SWALE GRACES AS FOUND IN PLANS



LEGEND
ROB - POINT OF BEGINNING
BL - BUILDING LINE
UT - UTILITY EASEMENT
SE - SURFACE DRAINAGE EASEMENT
SAN - SANITARY SEWER EASEMENT
EWT - EASEMENT
FPG - FLOOD PROTECTION GRADE
R, RAD - RADIIUS
L - 1" STREET LIGHT

NOTE: STONE FOUND AND ACCEPTED SECTION 35, TOWNSHIP 31 NORTH, RANGE 13 EAST, ALLEN COUNTY, INDIANA. THE STONE WAS CALLED FOR IN REGISTERED DEED N DOC 866-000641

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA AND THAT THE WITHIN PLAT REPRESENTS A SUBDIVISION OF LANDS SURVEYED BY THE CROSS-REFERENCE SURVEY REPORT AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THERE HAS BEEN NO CHANGE FROM THE MATTERS OF SURVEY REVEALED BY THE CROSS-REFERENCED SURVEY ON ANY LINES THAT ARE COMMON WITH THE SUBDIVISION.

FURTHER CERTIFY THAT SAID SUBDIVISION WAS PLATTED UNDER MY DIRECT SUPERVISION AND CONTROL AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT A 5/8 INCH DIAMETER STEEL ROD, 24 INCHES LONG, MARKED WITH A PLASTIC IDENTIFICATION CAP STAMPED "D&A FIRM NO. 0026" WILL BE SET AT EACH PROPERTY CORNER OF LANDIN PARKE, SEC. 1 AS MANDATED BY 845 IAC 17-2-20. THE CERTIFICATION GIVEN ABOVE IS LIMITED TO THE BOUNDARY SURVEY OF THE PERIMETER OF LANDIN PARKE, SEC. 1 AND THE PLATTED LOTS THEREIN.

FIELD WORK COMPLETED DATE: 7-10-24
PLAT PREPARED AND CERTIFIED CORRECT THIS 31st DAY OF AUGUST, 2024
[Signature]
HERBY DICKMEYER, L.S. # 20243

THIS PLAT LIES WITHIN A BOUNDARY SURVEY AND REPORT RECORDED IN DOC. # 20400900, # 20400902 AND # 20400904

CONSENT FOR PERMANENT STRUCTURES ISSUED BY THE ALLEN COUNTY DRAINAGE BOARD IN COMPLIANCE WITH THE ALLEN COUNTY DRAINAGE BOARD WITH INDIANA CODE 36-29-27-2, OFFICE AT THE ALLEN COUNTY SURVEYOR'S OFFICE.

FILE NAME: LANDINPARKEPLAT2.DWG

#204077703

RECORDED
10/26/2004 08:18:12
RECORDER
PATRICIA J CRICK
ALLEN COUNTY, IN

Doc. No. 204077703
Receipt No. 35388

DCFD	3.00
PLAT	36.00
PLAT	9.00
VED	1.00
Total	49.00

PLAT CAB F PAGE 30

**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED
TO AS PART OF THE DEDICATION AND PLAT OF
LANDIN PARKE, SECTION I**

A SUBDIVISION OF ST. JOSEPH AND ADAMS TOWNSHIPS, ALLEN COUNTY, INDIANA

LANCO, LLC, an Indiana limited liability company, by Colonial Development, Inc., a Member, by Craig D. Yoder, its Vice President, hereby declares that it is the Owner of the real estate known as Landin Parke, Section I, and which is shown and described in this Plat and does hereby layoff, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat to be appended hereto and incorporated herein. The Subdivision shall be known and designated as Landin Parke, Section I, a Subdivision in St. Joe and Adams Townships, Allen County, Indiana.

The Lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in Landin Parke, Section I, without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The Lots are numbered from 1 to 107, 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 purposes.

PREFACE

Landin Parke is a tract of real estate which ultimately will be subdivided into approximately three hundred fifty (350) residential Lots, all to be included in and known as Landin Parke, by its various numerical sections. There will be organized in connection with the development of Landin Parke an incorporated non-profit entity known as Landin Parke Community Association, Inc., it being the platters's intention that each Owner of a Lot in Landin Parke shall become a member of said Community Association and shall be bound by its Articles of Incorporation and By-Laws.

It shall be the obligation of the Landin Parke Community Association, Inc., to make provision for the maintenance of the common areas designated on the face of the Plat, and the common areas in all sections of Landin Parke.

04-6998

ALLEN COUNTY AUDITOR'S NUMBER

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

OCT 25 2004

Elizabeth A. Blosser
AUDITOR OF ALLEN COUNTY

4/8+12/10

This Preface and its statements shall be deemed a covenant of equal force and effect as all others herein set forth.

ARTICLE I Definitions

The terms hereinafter set forth shall have the following meanings:

Section 1. "Architectural Control Committee" shall mean the body designated herein to review plans and to grant or withhold certain approvals in connection with improvements and developments. The Committee shall be composed of three (3) members initially appointed by the Developer. Any vacancies from time to time shall be filled pursuant to the terms of these Restrictions or the By-Laws of the Association.

Section 2. "Association" shall mean and refer to Landin Parke Community Association, Inc., its successors and assigns.

Section 3. "By-Laws" shall mean the By-Laws initially adopted by Landin Parke Community Association, Inc., and all amendments and additions thereto.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners of Lots in Landin Parke, and other subdivisions of Landin Parke, as shown on the respective plats of said subdivisions, and as may be added in accordance with Article II, Section 3 of these Restrictions.

Section 5. "Developer" shall mean LANCO, LLC, an Indiana limited liability company, its grantees, successors or successors in interest, and any person, firm or corporation designated by it or its said successor or successor in interest.

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 of said Lots in Landin Parke, as platted or any tract of land as conveyed originally or by subsequent Owners, which may consist of one or more Lots or parts of one or more Lots, upon which a dwelling may be erected in accordance with the restrictions hereinafter set forth. 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 at minimum fifty-five (55) feet in width at the established building line as shown on the Plat.

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 Plat, including contract purchasers, excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Restrictions" shall mean and refer to the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to as part of the Dedication and Plat of Landin Parke.

Section 10. "Subdivision" shall mean Landin Parke and all of its various sections, a Subdivision located in St. Joe and Adams Townships, Allen County, Indiana.

Section 11. "Landin Parke" shall mean and refer collectively to each section of the Landin Parke development, as it may be changed from time to time.

**ARTICLE II
Property Rights**

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against said Owner's Lot remains unpaid; and for a period not to exceed thirty (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 Area 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 of 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, said Owner's right of enjoyment to the Common Area and facilities to the members of his/her family, his/her tenants, or contract purchasers who reside on the property.

Section 3. Additions to Common Area. The Developer reserves the right so long as Class B members of the Association exist, to convey and transfer to the Association such additional real and/or personal property as the Developer within its sole discretion deems appropriate, and the Association shall accept such transfer and shall hold such property as a part of the Common Area of the Subdivision.

**ARTICLE III
Architectural Control**

No building, improvement, construction, excavation, fence, wall, swimming pool or spa, exterior lighting, swing set, play equipment, statues, lawn ornaments or other non-living landscaping ornamentation device, or other structure shall be commenced, erected, altered or maintained upon any Lot, nor shall any exterior addition to or change or alteration of any Dwelling Unit be made until two (2) 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 by the Architectural Control Committee as to (1) harmony of external design and location in relation to surrounding structures and topography, and (2) the standards and guidelines established by the Architectural Control Committee from time to time. All approvals shall be requested by submission to the Architectural Control Committee of plans and specifications in duplicate, showing the following:

- (a) The Dwelling Unit, and other improvements, access drives, and other improved areas, and the locations thereof on the site;
- (b) All mail boxes and exterior ornamentation;
- (c) Plans for all floors and elevations, including projections and wing walls;
- (d) Exterior lighting plans;
- (e) Walls, fencing, and screening; and
- (f) Patios, decks, pools, and porches.

Neither the Developer, the Architectural Control Committee, the Association, nor any member, officer or director 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 Architectural Control Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Committee, the Association, or the Developer to recover any damages or to require the Committee or 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 by the Architectural Control Committee, nor the approval thereof by that Committee, 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.

The original Architectural Control Committee shall consist of three (3) members: Herbert D. Delagrange, Barclay Allen and Craig Yoder. 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, approval will not be required and this Article will be deemed satisfied.

ARTICLE IV

Landin Parke Community Association, Inc.

Section 1. Organization. There has been organized in connection with the development of Landin Parke, and its various sections, an incorporated not-for-profit association known as Landin Parke Community Association, Inc. (the "Association").

Section 2. Membership and Voting Rights. Every Owner of a Lot 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 3. Classes of Membership. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, together with all other lot owners in the Subdivision, exclusive of the Developer. Owners shall be entitled to one (1) vote for each Lot owned.

Class B. The Class B member(s) shall be the Developer, and shall be entitled to three (3) votes for each Lot owned, in the Subdivision. 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 all sections of the Subdivision has been conveyed, or
- (b) on December 31, 2012.

Section 4. Membership Transfer. Membership in the Association will transfer from the Developer or its successor in interest to the Owner upon delivery of the Deed to Owner's Lot.

Section 5. Continuing Memberships. The Owner of any Lot shall continue to be a member of the Association so long as such Owner continues to be the Owner of a Lot for the purpose herein mentioned. Membership shall pass with the transfer of title to the Lot.

Section 6. Transfer of Membership Rights and Privileges in the Association. Each Owner, and in lieu thereof, (and with the written consent of such Owner to the Association) each lessee of a Lot shall be a member of the Association and have the right to the Owner's vote and privileges. Membership, where assigned to a lessee, will pass with the lease, except if the Owner withdraws his consent in writing to the Association. The Owner may withdraw his membership assignment to any lessee in his discretion by issuing a sixty (60) day notice in writing to the Association. No assignment of membership shall relieve an owner of the Lot from the obligation to pay any assessment authorized by these Restrictions.

Section 7. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Developer, 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; (2) special assessments; and (3) Tax Recoupment Assessment. Such assessments shall be established and collected as hereinafter provided. The annual, special and Tax Recoupment assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot 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 Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 8. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, and welfare of the Owners in all subdivisions of Landin Parke, including, but not limited to, the improvement and maintenance of the Common Area, maintenance of street lighting, maintenance of the sprinkling system situated on the Common Area, storm water detention basins, outlet pipes and water level control structures, and removal of snow and ice from the streets.

Section 9. 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 One Hundred Fifty Dollars (\$150.00) 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 not be increased each year more than five percent (5%) above the maximum annual assessment for the prior year, without the vote or written assent of fifty-one percent (51%) of each class of members of the Association in attendance at a meeting called for that purpose.

(b) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum without the vote or written assent of fifty-one percent (51%) of each class of members of the Association in attendance at a meeting called for that purpose.

Section 10. Special Assessments. In addition to the annual assessment 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, (1) the cost of any construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; (2) any budget shortfalls; or (3) emergency need of the Association, provided that any such assessment shall have the vote or written assent of fifty-one percent (51%) of each class of members of the Association.

Section 11. Notice and Quorum for Any Action Authorized Under Section 9 and 10. Any action authorized under Sections 9 and 10 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (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 fifty-one percent (51%) of each class of members, members who were not present in person or by proxy may give their assent in writing, providing the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting.

Section 12. Uniform Rate of Assessment. 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, as the Board of Directors may determine from time to time.

Section 13. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to all Lots (excepting Lots owned by the Developer) on the date of the original recording of these Restrictions with the Recorder of Allen County. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors of the Association. 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 14. Tax Recoupment Assessments. In addition to all other assessments provided for in this Article, 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, lift 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 15. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment (Annual, Special, or Tax Recoupment) not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) 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 Lot. In any successful action, the Association shall be entitled to recover all of its costs and expenses, including attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

Section 16. Subordination of the Lien to Mortgages. The lien of the assessments 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 mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien for such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V General Provisions

Section 1. Residential Purposes. No Lot shall be used except for residential purposes. No Dwelling Unit shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) detached single-family Dwelling Unit not to exceed two and one-half (2 1/2) stories in height. Each Dwelling Unit shall include an attached two-car garage and basements may be constructed as a part of the Dwelling Unit.

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, 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 be construed as a home occupation.

Section 3. Building Sizes. With respect to Lots numbered 1 through 53, no Dwelling Unit shall be built on any Lot having a ground floor area upon the foundation, exclusive of one-story porches, breezeway or garage of less than 1,250 square feet for a one-story Dwelling Unit, nor less than 750 square feet on the first floor for a Dwelling Unit of more than one (1) story, so long as the combined total living area square footage for the first and second story is greater than 1,550 square feet.

With respect to Lots numbered 54 through 107, no Dwelling Unit shall be built on any Lot having a ground floor area upon the foundation, exclusive of one-story porches, breezeway or garage of less than 1,500 square feet for a one-story Dwelling Unit, nor less than 950 square feet on the first floor of a Dwelling Unit having two (2) stories, so long as the combined total living area square footage for the first and second story is greater than 2,000 square feet, nor less than 1,400 square feet on the first floor for a one and one-half story Dwelling Unit, so long as the combined total living square footage for the Dwelling Unit is 2,000 square feet or greater.

Section 4. Garages. All Dwelling Units must have a two-car attached garage. All garage interiors must be completed with painted drywall and/or paneling with finished trim.

Section 5. Building Setback. No Dwelling Unit or any improvements or structures shall be located on any Lot nearer to the front Lot line or nearer to the side street line or the rear property line than the minimum building setback lines shown on the recorded plat. In any event, no Dwelling Unit shall be located nearer than a distance of seven (7) feet to a side Lot line, and no nearer than a distance of twenty-five (25) feet to a rear property line if there is no rear setback line shown on the recorded plat.

The front minimum building setback lines for the following corner Lots shall be measured as follows:

Lot Number 1	30 foot front setback off of Sunpointe Cove
Lot Number 13	30 foot front setback off of Sunpointe Cove
Lot Number 41	30 foot front setback off of Pinelock Court
Lot Number 42	30 foot front setback off of Pinelock Court

Section 6. Minimum Lot Size. No Dwelling Unit shall be erected or placed on any Lot having a width of less than fifty-five (55) feet at the minimum building setback line, nor shall any Dwelling Unit be erected or placed on any Lot having an area of less than 7,500 square feet.

Section 7. Utility and Drainage Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded 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. All easements for public and municipal utilities and sewers as dedicated on the face of the plat shall be kept free of all permanent structures and any structure, shrubbery, trees, or other installation thereon, whether temporary or permanent, shall be subject to the paramount right of the entities for which such easements are intended to benefit, to install, repair, maintain or replace their utility or sewage facilities. The removal of any such obstructions by utilities or sewage treatment works shall in no way obligate them in damages or to restore the obstruction to its original form. 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.

Section 8. Surface Drainage. 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 easement shall be maintained in an unobstructed condition and the County Surveyor or City of New Haven 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 9. Maintenance of Lots and Dwelling Units. No Lot and no Dwelling Unit shall be permitted to become overgrown, unsightly or to fall into disrepair. All Dwelling Units shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Architectural Control Committee. Each Owner, for himself/herself and his/her successors and assigns, hereby grants to the Association, jointly and severally, the right to make any necessary alterations, repairs or maintenance approved by the Architectural Control Committee to carry out the intent of this provision and they further agree to reimburse the Association for any expenses actually incurred in carrying out the foregoing. The Association may assess and collect such reimbursement in the same manner as it assesses and collects yearly assessments pursuant to Article IV, above, and such amounts shall become a lien upon the Lot and be subject to the same collection rights and remedies granted to the Association in Article IV.

Section 10. Landscaping. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Landscaping shall be installed no later than one hundred eighty (180) days following occupancy of or completion of the Dwelling Unit, whichever occurs first.

Section 11. Nuisances. No noxious or offensive activity may be carried upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of a Lot other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of a Lot by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on a Lot which are audible, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

Section 12. Temporary Structures and Storage; No Parking. No structure of a temporary character, unlicensed and/or inoperable automobile, trailer, boat trailer, truck, commercial vehicle, recreational vehicle (RV), camper shell, all terrain vehicle (ATV), camper or camping trailer, detached basement, tent, shack, detached garage, barn or other outbuilding shall be either used or located on any Lot, or adjacent to any Lot, public street or right-of-way with the Subdivision at anytime, or used as a residence either temporarily or permanently. Notwithstanding the foregoing, Owners of Lots 29 through 33, inclusive, shall be entitled to construct an outbuilding upon such Lots, provided, however, the plans for such outbuildings shall be submitted to and approval in writing by the Architectural Control Committee in accordance with Article III and shall be constructed of the same materials used in the construction of the Dwelling Unit located upon the Lot.

There shall be no overnight parking of vehicles on or along any public street or right-of-way.

Section 13. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet, advertising such Lot for sale, or signs used by a builder to advertise such Lot during the construction and sales period.

Section 14. Radio and Television Antennas. No radio or television antenna shall be attached to any Dwelling Unit. No free standing radio or television antenna shall be permitted on any Lot. No television

receiving disk or dish that exceeds the dimensions of 24 inches by 34 inches shall be permitted on any Lot or on any Dwelling Unit. No solar panels attached or detached shall be permitted.

Section 15. 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 16. 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 purposes.

Section 17. Building Materials and Exterior Building Surfaces. 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 harmonious and compatible with colors of the natural surrounding and other Dwelling Units, which materials will consist of concrete-type board siding, masonry, vinyl or cedar. In the event vinyl siding is installed on a front elevation of a Dwelling Unit, it must be accompanied by masonry or other special architectural trim features. The Architectural Control Committee shall have the right to approve or disapprove materials and colors so controlled.

All Dwelling Units shall have a minimum roof pitch on the front elevation of 6:12.

Section 18. Driveways. All driveways from the street to the garage shall be poured concrete or masonry and not less than sixteen (16) feet in width.

Section 19. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lots in this Subdivision.

Section 20. Geothermal Systems.

20.1. An Owner whose Lot is immediately adjacent to Common Area containing a retention or detention pond shall have the right to install and maintain the following described types of geothermal heating and cooling systems ("Systems") to service the Dwelling Unit located on the Lot, and the right to use the Association property described below.

20.1.1. A System with a closed loop heat exchanger designed to use retention or detention ponds located in Common Areas adjacent to such Lot.

20.1.2. A System which uses and discharges well water from the System into retention or detention ponds located in Common Areas adjacent to such Lot.

20.2. Any Systems so installed must:

20.2.1. Satisfy regulations of the Indiana Department of Natural Resources, and all applicable federal, state, and local laws, ordinances, and regulations.

20.2.2. Satisfy reasonable requirements of the Allen County Surveyor and City of New Haven or other applicable governmental agency regarding surface water drainage and erosion control; and obtain written approval from the Association.

20.2.3. Be installed according to approved guidelines of, and by technicians certified by, the International Ground Source Heat Pump Association.

20.3. Any Owner using Common Area owned by the Association for the purpose described in Section 20.1.1 agrees to be responsible for and shall indemnify and hold the Association harmless from and against all claims, losses, damages, and judgments (including reasonable attorney fees and litigation expenses) caused by, or resulting from, the Owner's use of Association property in connection with the Systems.

Section 21. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets, as shown on this Plat, 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 utility services contemplated in Sections 7 and 8 or this Section 22 of Article V, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of electrical line, telephone cable, cable television, 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 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 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 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 as provided in the 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, by the Association, or by any aggrieved Lot Owner in this Subdivision.

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

Section 25. Pools and Hot Tubs. No above ground pool, spa or hot tub, regardless of size, shall be placed or maintained on any Lot. No in ground swimming pool or hot tub or spa may be placed or maintained on any Lot without the prior written approval of the Architectural Control Committee in

accordance with Article III, herein, and such in ground swimming pool, hot tub or spa must be in compliance with the Allen County Zoning Ordinance.

Section 26. Swing Sets and Play Equipment. No swing sets or play equipment will be permitted on any Lot without prior written approval from the Architectural Control Committee in accordance with Article III.

Section 27. Fencing. All proposed fencing must be submitted to and approved by the Architectural Control Committee in writing in accordance with Article III, herein, and such proposed fencing must be in compliance with the Allen County Zoning Ordinance.

Section 28. Storage Areas. No Lot shall be used or maintained as a dumping ground for rubbish. Garbage, trash and refuse shall be placed in sanitary containers, which shall be concealed and contained within the Dwelling Unit. Firewood must be placed adjacent to the Dwelling Unit behind a visual barrier screening this area so that it is not visible from neighboring streets. The visual barrier screening and the area to be used must be approved by the Architectural Control Committee. No incinerators or outside incinerators shall be kept or allowed on any Lot.

Section 29. Mailboxes. The type, location, and installation of mailboxes will be approved by the Developer.

Section 30. Time for Building Completion and Restoration. Every Dwelling Unit on any Lot shall be completed within twelve (12) 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 (3) months from the time of such destruction or damage.

Section 31. Single Owner Contiguous Lots. Whenever two (2) or more contiguous Lots shall be owned by the same person, and such Owner shall desire to use two (2) or more of said Lots as a site for a single Dwelling Unit, said Owner shall apply in writing to the Architectural Control Committee or Board of Directors of the Association for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single Dwelling Unit shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with one single Dwelling Unit. Notwithstanding the foregoing, each of the Lots constituting the site for such single Dwelling Unit shall remain as individual Lots for purposes of all assessments permitted by the terms of these Restrictions. As such, the Owner will be assessed for each Lot used as a site for a single Dwelling Unit.

Section 32. Enforceability. The Association, any Owner, and the Developer shall each 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 or the Developer to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, and shall not operate to deprive an Owner from enforcing said covenant or restriction.

Section 33. Right of Entry. The Developer, the Architectural Control Committee, and the Association, acting through their respective representatives, shall have the right, during reasonable hours, to enter upon and inspect the Lot and Dwelling Unit, whether prior to, during, or after the completion of, any construction, for purpose of determining whether or not the provisions of these restrictions are being complied with and exercising all rights and powers conferred upon the Developer, the Architectural Control Committee, and the Association with respect to the enforcement or correction or remedy of any failure of

the Owner to observe these restrictions, and the Developer, the Architectural Control Committee, and the Association and such representatives shall not be deemed to have committed a trespass as a result thereof. Notwithstanding the foregoing, an occupied Dwelling Unit may not be entered hereunder unless written notice of such proposed entry shall have been given to the Owner at least five (5) days prior to such entry.

Section 34. Partial Invalidation. Invalidation of any one of these Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 35. Covenants, Restrictions and Extensions. 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 Restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these Restrictions may be amended by an instrument signed by not less than sixty-six percent (66%) of the Lot Owners, and provided further, the Developer, its successors or assigns shall, with the approval of the City of New Haven, have the exclusive right for a period of two (2) years from the date of recording of these Restrictions to amend any of the Covenants and Restrictions.

Section 36. Subdivision of Lots. No Lot or combination of Lots may be further subdivided unless sixty-six percent (66%) of the Lot Owners have approved by signing an instrument of approval and until said approval has been obtained from the New Haven Plan Commission.

Section 37. Dwelling Unit Exterior. All windows, porches, balconies and exteriors of all Dwelling Units shall at all times be maintained in a neat and orderly manner. No clotheslines or other outside drying or airing facilities shall be permitted.

Section 38. 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. No outside incinerators shall be kept or allowed on any Lot.

Section 39. Cost and Attorney's Fees. In the event the Association or Developer is successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, assessment or charge now or subsequently imposed by the provisions of these Covenants, they shall be entitled to recover from the party against whom the proceeding was brought, the attorney fees and related costs and expenses incurred in such proceeding.

Section 40. Annexation. Additional properties may be annexed by Developer and made subject to this Declaration. Said additional properties may be developed for condominiums, villas and single family residences. Said annexation may be perfected without the consent of the Owners.

Section 41. Flood Protection Grade. In order to minimize potential damages from surface water, flood protection grades (FPG) are established as set forth on the attached plat as follows:

<u>LOT #</u>	<u>MINIMUM FLOOD PROTECTION GRADES</u>
24-27	754.5
28	754.9
29	755.1
30	755.3
31	755.4

32	755.5
33	755.6
47-53	752.6
60-88	752.6
97-107	752.6

All Dwelling Units to be constructed on the Lots designated herein 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 as shown on the recorded plat of this Subdivision.

Section 42. Sidewalks. Plans and specifications for this subdivision on file with the New Haven Plan Commission require the installation of five (5) foot wide concrete sidewalks adjacent to all public streets located within the Subdivision. All corner Lots shall require sidewalks along both streets adjacent to the Lot.

Installation of said sidewalks shall be the obligation of the Owner of any such Lot, exclusive of the Developer, and 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 New Haven Plan Commission or its successor agency. Should such Certificates of Occupancy be issued to the Developer, said individual or corporation shall be considered an Owner for the purposes of the enforcement of this covenant.


Section 43. Location of Utilities. With the exception of the location of such utilities on Lots 28 through and including 33, electric utilities, telephone utilities and television cable utilities shall be located over the rear portion of all Lots. Electric utilities, telephone utilities and television cable utilities on Lots 28 through and including 33 shall be located over the front portion of such Lots.

Section 44. Ingress-Egress Easement/Block B. There exists a private roadway owned or to be owned by the Association located on what has been designated as Block B and which roadway abuts Lots 29, 30, 31, 32 and 33 of Section I, by which access to such Lots is or may be obtained. If the Owners of such Lots utilize said private roadway as their ingress and egress access, the Owners shall equally share the costs of maintenance, repair and rebuilding, if necessary, of the private roadway. Neither Allen County, Indiana, the Developer nor the Association shall be required to maintain such private roadway.

IN WITNESS WHEREOF, LANCO, LLC, a limited liability company organized and existing under the laws of the State of Indiana, Owner of the real estate described in said Plat, has hereunto set its hand, by its duly authorized officer, this 6th day of October, 2004.

LANCO, LLC

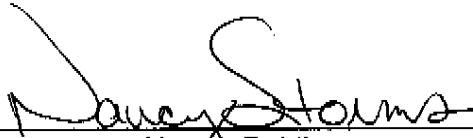
By: Colonial Development, Inc., Member

By: 
 Craig D. Yoder, Vice President

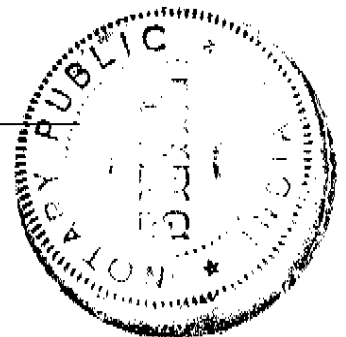
STATE OF INDIANA)
) §§:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Craig D. Yoder, known by me to be the duly authorized and acting Vice President of Colonial Development, Inc., a Member of LANCO, LLC, and acknowledged the voluntary execution of the above and foregoing instrument on behalf of said company for the purposes and uses therein set forth, this 6th day of October, 2004.

My Commission Expires:
March 7, 2009



Notary Public
Printed: Nancy Storms
County of Residence: Allen



Prepared by:

Dennis D. Sutton, Attorney-at-Law
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