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JOHN MCGAULEY
ALLEN COUNTY RECORDER
FORT WAYNE, IN

REC FEE: 59.00
TRANS # 117833

**COVENANTS OF THE VILLAS AT DAWSON'S CREEK
COMMUNITY ASSOCIATION, INC.**

**DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
OF THE VILLAS AT DAWSON'S CREEK, A SUBDIVISION
IN WASHINGTON TOWNSHIP, ALLEN COUNTY, INDIANA**
Plat Record 990058015

The platted subdivision shall be known and designated The Villas At Dawson's Creek, a Subdivision in Washington Township, Allen County, Indiana.

The lots are numbered 1 through 49 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 expressly dedicated to public use for their usual and intended purposes.

PREFACE

The Villas At Dawson's Creek is a part of a tract of Real Estate which is subdivided into 49 residential lots. In addition to the recordation of the Plat and of this document, there will be recorded Articles of Incorporation of The Villas At Dawson's Creek Community Association, Inc., it being the Developer's intention that said Association be bound by its Articles of Incorporation and By-Laws.

Section 1. DEFINITIONS. The following words and phrases shall have the meanings stated, unless the context clearly indicates that a different meaning is intended:

1.1. "Articles." The Articles of Incorporation adopted by the Association and approved by the Indiana Secretary of State, and all amendments to those Articles.

*Samuel R Thompson
239 Fiddlers Cove
46825*

Amendment to Document No. 990058015
2010

AUDITOR'S OFFICE
Date entered in location Subject
to find a balance in favor of

95438

JAN 18 2011

Jana K. Klutz
AUDITOR OF ALLEN COUNTY

58+mlc

1.2. "Association." The Villas At Dawson's Creek Community Association, Inc., an Indiana nonprofit corporation, and its successors and assigns.

1.3. "Board of Directors." The duly elected Board of Directors of the Association.

1.4. "By-Laws." The By-Laws adopted by the Villas At Dawson's Creek Community Association, Inc., and all amendments to those By-Laws.

1.5. "Committee." The Architectural Control Committee established under Section 10 of the Covenants.

1.6. "Common Area." All real property owned by the Association for the common use and enjoyment of Owners.

1.7. "Covenants." This document and the restrictions, limitations and covenants imposed under it.

1.8. "Dawson's Creek." An integrated commercial and residential development located in Allen County, Indiana, which includes, among other communities, the Subdivision.

1.9. "Developer." Paragon Land Development, LLC., and its assigns and successors in interest in the Real Estate.

1.10 "Lot" and in plural form, "Lots." Any of the platted lots in the Plat, or any tract(s) of Real Estate which may consist of one or more Lots or part(s) of them upon which a residence is erected in accordance with the Covenants, or such further restrictions as may be imposed by an applicable zoning ordinance; provided, however, that no tract of land consisting of part of a Lot, or parts of more than one Lot, shall be considered a "Lot" under these Covenants unless the tract has a frontage of at least 60 feet in width at the established front building line as shown on the Plat. If a home is built on two Lots and the structure sits on both Lots, these two Lots shall be considered one Lot for assessment purposes. A special assessment will be charged to a Unit sitting on two Lots based on the landscape maintenance bid.

1.11. "Unit." A single family residential unit.

1.12. "Owner" and in the plural form, "Owners." The record owner(s) (whether one or more persons or entities) of fee simple title to the Lots, including contract sellers, but excluding those having an interest in a Lot merely as security for the performance of an obligation.

1.13. "Parent Association." Dawson's Creek Owners Association, Inc., an Indiana nonprofit corporation, its successors and assigns, whose members include (i) owners of property within Dawson's Creek; (ii) property owners associations formed by owners of property within Dawson's Creek; and (iii) owners of property adjacent to Dawson's Creek who have access to, and the right to use certain of the amenities and common areas located within Dawson's Creek.

1.14. "Plan Commission." The Allen County Plan Commission, or its successor agency.

1.15. "Plat." The recorded secondary plat of The Villas At Dawson's Creek.

1.16. "Subdivision." The platted subdivision of The Villas At Dawson's Creek.

Section 2. PROPERTY RIGHTS.

2.1 Owner's Easements of Enjoyment. The Owner of each Lot shall have the right and an easement of enjoyment at the Common Area which shall be appurtenant to and pass with the title to every Lot, subject to the following rights which are granted to the Association.

2.1.1. The Association shall have the right to suspend an Owner's voting rights and right to the use of the recreational facilities in the Common Area for any period during which any assessment against such Owner's Lot(s) remains unpaid, or such Owner is in violation of the Covenants, the Articles, the By-Laws, or any published rule of the Association.

2.1.2. The Association shall have the right 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 Association's members. No such dedication or transfer shall be effective unless an instrument signed by at least two-thirds of the Association members agreeing to such dedication or transfer, is recorded.

2.2 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, the Owner's right to use and enjoy the Common Area and recreational facilities thereon, to members of the Owner's family, and tenants or contract purchasers who reside on the Owner's Lot.

Section 3. MEMBERSHIP AND VOTING RIGHTS.

3.1. Membership in Association. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

3.2. Class of Membership. The Association shall have the following voting membership:

3.2.1. Class A Membership. Class A membership includes all Owners. Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as its Owner among themselves determine but in no event shall more than one vote be cast with respect to a Lot.

Section 4. COVENANT FOR MAINTENANCE ASSESSMENTS.

4.1. Creation of the Lien; Personal Obligation of Assessments. Each Owner, except Developer and its successor, by acceptance of a deed for a Lot, 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 ("Annual Assessments"), and (2) special assessments for capital improvements ("Special Assessments"); such Annual Assessments and Special Assessments to be established and collected as provided in Sections 4.2 and 4.3, respectively, of these Covenants and the By-Laws. The Annual Assessments and the Special Assessments, together with interest, costs and reasonable attorney fees, shall be a charge against, and a continuing lien upon the Lot against which each such assessment is made. The lien is effective as of the first day of each fiscal year of the Association, even though the final determination of the amount of such Annual Assessments or Special Assessments may not have been made by that date. Such lien shall encumber the Owner's entire interest in its Lot, run in favor of the Association and be enforceable in the same manner as a mortgage, provided that any such lien shall be subordinate to the lien of any bona fide first mortgage to an unrelated third party then existing on the Lot. The sale, conveyance or other transfer of any Lot, or interest therein, shall not in any manner alter or impair any assessment lien on the Lot or the right hereunder of the Association to enforce or impose an assessment lien upon the Lot. Without limiting the generality of the foregoing, in the event a delinquency arises with respect to which the Association is entitled hereunder to enforce a lien upon a Lot, such right shall continue notwithstanding that the Lot or any interest therein is sold, conveyed or otherwise transferred after such delinquency arises but before the assessment lien therefore is imposed as provided herein.

Each such Annual Assessment and Special Assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the Owner of such Lot at the time when such Annual Assessment and/or Special Assessment became due. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by them.

4.2. Maximum Annual Assessments. Until January 1 of the year immediately following the first conveyance by Developer of a Lot, the maximum Annual Assessment shall be \$1,620.00 per Lot, comprised of \$1,320.00 for Grounds Keeping Maintenance Services as defined in Section 8.2, and \$300.00 for all other maintenance, replacement and repair to be performed by the Association ("Common Area Maintenance"). This cost breakdown is provided solely for the purpose of determining the initial annual assessment to Lot Owners under Section 4.6, and is subject to change from time to time both as to the amount and as to its relation to the total Annual Assessment. Notwithstanding anything herein to the contrary, in the event the Association charges each Lot for assessments made against such Lot by the Parent Association, then the maximum Annual Assessment shall increase by an amount equal to such assessment made by the Parent Association.

4.2.1. The Board of Directors may increase the Annual Assessment up to 8% over the year before without seeking the approval of the Lot Owners.

4.2.2. The Board of Directors may increase the Annual Assessment by 8% or more over the year before only with the vote or written assent of a majority of the Lot Owners.

4.3 Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized in Section 4.2, 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 of an existing capital improvement in the Common Area, including fixtures and related personal property; provided that any such Special Assessment shall require the vote or written assent of 75% of the members of the Association; and provided, further, that no such Special Assessment for any such purpose shall be made if the Special Assessment in any way jeopardizes or affects the Association's ability to improve and maintain the Common Area, or pay the cost of maintaining the common impoundment basins ("Lakes").

4.4 Notice and Quorum for Any Action Authorized Under Subsection 4.2.2 and 4.3. Any action authorized under Sections 4.2.2 and 4.3 shall be taken at a meeting of the Association 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 less than the requisite percentage of Lot Owners, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by an officer of the Association within 30 days of the date of such meeting.

4.5 Uniform Rate of Assessment. Both Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots, except as provided in Section 8.2 and may be collected on a monthly, quarterly or yearly basis. The Annual Assessment as set forth in Section 4.2 shall include an assessment for common area maintenance and for Grounds Keeping Services, the costs of which shall be assessed as set forth herein. The portion of the annual budget allocated for landscaping may be assessed in accordance with the actual cost as determined by the annual contract with the landscape contractor, which contract when bid out by the Board shall be awarded in two parts as follows: (1) grounds keeping services for the Units and; (2) landscape maintenance, repair and replacement for the Common Areas. The charge for each shall be shared equally by all Units except as provided in Section 8.2. The Annual Assessment may also include the annual assessments on each Lot made by the Parent Association in accordance with Section 5.4 below.

4.6 Date of Commencement of Annual Assessments. The Annual Assessment is comprised of four parts: Parent Association Dues, Subdivision Dues, Common Area Maintenance Fees and Lot Grooming fees. These combined charges shall be in force and effect on the first day of the month following the first conveyance of the Deed to a Lot of a new owner. The first Annual Assessment shall be based upon a partial year unless such conveyance is made in the first month of such year. Otherwise, the Annual Assessment shall be pro-rated according to the number of months remaining in the calendar year at the time of Deed conveyance. An exception is made in the case of the purchase of an undeveloped Lot. In such case Parent Association Dues, Subdivision Dues, and Common Area Maintenance Fees shall be due and payable as described above; however, Lot Grooming Fees shall become due and payable on the first day of the month following the issuance of an Occupancy Permit in the case of new villa construction or the passage of six months time since conveyance of the Deed. The Board of Directors shall fix the amount of the Annual Assessment against each lot at least 30 days in advance of the date when the Annual Assessment is due. Written notice of the Annual Assessment shall be given to every Owner. The Association shall, upon demand and for a reasonable charge, furnish a certificate by an officer of the Association stating whether an assessment on a Lot has been paid.

Section 5. MEMBERSHIP IN PARENT ASSOCIATION; ASSESSMENTS.

5.1. Association to be a Member of Parent Association. The Association shall, upon being duly incorporated, automatically become a member of the Parent Association, and shall be governed by, and be subject to the Declaration of Development Standards, Covenants and Protective Restrictions for Dawson's Creek created by Paragon Land Development, LLC and recorded in the Office of the Recorder of Allen County as Document No. 990058014 (herein the "Parent Association Restrictions"). To the extent that the provisions of the Parent Association Restrictions are inconsistent with the provisions of these Covenants and Restrictions, the Parent Association Restrictions shall control.

5.2. Annual Assessments. Under the terms of the Parent Association Restrictions, the Board of Directors of the Parent Association shall adopt an estimated budget of annual assessment costs for the calendar year which will include the common area maintenance costs plus the operating costs of the Parent Association (collectively the "Parent Association Annual Assessment"), and each Owner of a Lot in the Subdivision (including the Declarant) covenants and agrees, by acceptance of a deed for the Owner's Lot (regardless of whether expressly stated in such deed), to timely pay the Parent Association, or its assignee, such Owner's Proportionate Share of the Parent Association Annual Assessment which becomes due and payable during the period when such Owner owns its Lot. For purposes of this Section 5.2, the term "Proportionate Share" shall mean the proportionate share of the Parent Association Annual Assessment attributed to each Lot calculated by dividing the total number of Lots in the Subdivision into a fraction, the numerator of which is the total acreage of the Subdivision and the denominator of which is the total acreage of all land in Dawson's Creek.

5.3. Extraordinary Assessments. In the event any extraordinary item of Parent Association Annual Assessment is incurred by the Parent Association during a calendar year, but is not included in the Parent Association's annual budget for such year, each Owner shall pay its Proportionate Share of each such item within thirty (30) days after receiving a statement therefore from the Parent Association.

5.4. Association may Collect and Remit Payments; Personal Obligation; Assessment Lien. In lieu of direct payments of Parent Association Annual Assessment by Owners to the Parent Association, such payments may be collected by the Association and remitted to the Parent Association; however, no such arrangement shall relieve any Owner from the obligation to make such payment if the Association fails to make same. The amount of each payment of Parent Association Annual Assessment for each calendar year attributable to ownership of a given Lot shall constitute the personal obligation of the person or entity which is the record Owner of the Lot on the date the payment of Parent Association Annual Assessment becomes due and payable. No Owner shall be personally obligated to pay any payment of Parent Association Annual Assessment which becomes due and payable either before or after the period during which it is the record Owner of its Lot. Each Owner's Proportionate Share of the Parent Association Annual Assessment for the current fiscal year of the Parent Association shall become a lien on each separate Lot as of the first day of each fiscal year of the Parent Association, even though the final determination of the amount of such Owner's Proportionate Share of the Parent Association Annual Assessment may not have been made by that date.

5.5. Enforcement. The Parent Association may pursue the rights and remedies available to it against any Owner in accordance with Article VIII of the Parent Association Restrictions.

Section 6. ESTABLISHMENT OF ASSESSMENTS.

6.1. Board of Directors to Establish Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures:

6.1.1. The Annual Assessments against all of the Lots shall be established after the adoption of an operating budget, and written notice of the amount and date of commencement thereof shall be given to each Owner not less than 30 days in advance of the date thereof. Annual Assessments shall be payable at such time or times as the Board of Directors shall direct which shall be monthly until otherwise directed. Annual Assessments shall include an amount for "Reserves for Replacement" so as to enable the Association to establish and maintain an adequate reserve fund for periodic maintenance, repair and replacements of improvements to the Common Areas.

6.1.2. Special Assessments against all of the Lots and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

6.1.3. The Board of Directors may, from time to time, establish a resolution, rule or regulation, or may delegate to an office or agent, the power and authority to establish specific fees, dues or charges to be paid by Owners of Lots for any special or personal use of facilities, or to reimburse the Association for the expenses incurred in connection with the enforcement of any of the terms of the Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation of the officer or agent.

6.1.4. The Association shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the Office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand, furnish an Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

Section 7. EFFECT OF NON-PAYMENT OF ASSESSMENTS.

7.1. Late Fee. If any assessment is not paid within 30 days after the due date, a late fee of \$25.00, beginning from the due date, shall be levied by the Board of Directors, for each month

the assessment is unpaid.

For example: Owner A is delinquent in payment of his monthly assessment for two (2) months. The computation of late fees is as follows:

1 st month's late fees:	\$25.00 for Assessment #1
2 nd month's late fees:	\$25.00 for Assessment #2, <u>and</u> another \$25.00 for Assessment #1.

Total amount of late charges due after two months: \$75.00. (\$25.00 for month #1 and \$50.00 for month #2).

The Association, on approval by the Board of Directors, may, at any time after a delinquency has continued for two (2) months, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Owner's Lot(s). Any officer of the Association is authorized to execute any documents required to effect such action. Any such action shall include subsequent unpaid assessments and/or late charges. There shall be added to the assessment all costs and expenses, including attorney's fees required to collect same. 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 Unit.

Section 8. MAINTENANCE OBLIGATION OF ASSOCIATION.

8.1. Common Area. The Association shall at all times maintain, repair, remove or replace at its expense all Common Areas, including all improvements placed thereon, in good condition and repair.

8.2. Grounds Keeping Maintenance Services. Grounds Keeping Maintenance Services as defined hereinafter, shall be provided by the Association for all Lots whose Owners are current in their payment of all Annual Assessments. Where Lot Owners are not current in the payment of their Annual Assessments, the Board of Directors may elect to diminish, alter, or suspend Grounds Keeping Maintenance Services to said Lots.

8.2.1. the maintenance of all landscape beds in the front of the Villas and any decorative beds around post lights shall be the responsibility of the Association. If any of the foregoing landscaping requires replacement, it shall be the responsibility of, and at the expense of, the Owner of the applicable Lot to make such replacement. Trimming of grass around all decorative beds, wherever located on a Lot, shall be an Association Maintenance Service. Further details regarding Lot grooming services offered and restrictions on plantings or placement of ornamental objects or statuary are detailed in the Rules and Regulations;

8.2.2. the repainting as necessary of the exterior of the dwelling, including post lights, located on each Lot, excluding, however, screened porches and arbors, which shall be the responsibility of the Lot Owner;

8.2.3. the maintenance, repair and replacement as necessary of the in-ground sprinkler system located upon each Lot;

8.2.4. snow removal from streets, driveways, front-door sidewalks, and entranceways.

If a Unit actually sits on two Lots, the Owner shall be charged one annual assessment and an additional assessment for additional landscaping maintenance required to maintain both Lots. In the event that there is a fenced-in area upon a Lot, adequate access to this area shall be provided to enable the Association to perform this maintenance, but if none is so provided or if the access is locked or otherwise made inaccessible, then the Association shall not be responsible for providing any maintenance within this area, and the Owner thereof shall have such responsibility and shall not be entitled to claim any abatement of any portion of the Annual Assessment by the Association due to such situation. If the installation of fencing or additional landscaping by an Owner increases the cost to the Association of performing this landscaping maintenance, then the Board of Directors may cause such Owner to pay such increases as a Special Assessment.

8.3. Others. As deemed appropriate by the Board of Directors, the Association shall maintain the vegetation, landscaping and sprinkler system upon areas which are not within the Subdivision but abut same or are owned by a utility or governmental authority, so as to enhance the appearance of the Subdivision.

Section 9. MAINTENANCE OBLIGATION OF LOT OWNERS.

9.1. Owner's Responsibility.

9.1.1. Each Lot Owner is responsible for the repair, maintenance and/or replacement at his or her expense of all portions of the dwelling, landscaping and other improvements constructed on such Owner's Lot, excluding, however, Grounds Keeping Maintenance Services as set forth in Section 8.2 hereof. Accordingly, each Owner shall maintain at his or her expense the exterior and interior of the dwelling, including but not limited to, roofing, siding, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, drains, plumbing fixtures and connections and all air conditioning equipment. Further, each Owner shall maintain at his expense all structural, electrical, mechanical and plumbing elements thereof. Owners are strictly prohibited from performing any maintenance duties of the Association without prior consent of the Board of Directors and the Architectural Control Committee.

9.1.2. Each post light has been electrically connected to each Unit. While the Association shall periodically paint these post lights, the changing of bulbs, glass pane cleaning and replacement of light sensors on the post light itself shall be the responsibility of the Lot Owner. The Architectural Control Committee shall approve in advance all replacement posts and offer Owners assistance in finding sources for light sensors and replacement posts. Said post lights shall be operated in accordance with the directions of the Board of Directors.

9.2. Owner Liability. Should any Owner do any of the following:

9.2.1. Fail to perform the responsibility as set forth in Section 9.1 above; or

9.2.2. Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or

9.2.3. Undertake unauthorized improvements or modifications to his dwelling or to any other portion of his Unit or to the Common Area, as set forth herein;

then the Association, after approval of two thirds (2/3rds) vote of the Board of Directors and ten days prior written notice, shall have the right, through its agents and employees, to enter upon said Unit and cause the required repairs or maintenance to be performed, or as the case may be remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs to the Association, shall be added to and become a part of the assessment to which the Unit is subject.

Section 10. ARCHITECTURAL CONTROL.

10.1. Approval Necessary. No building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on any Lot, nor shall any dwelling or other improvements on any Lot, as originally constructed and approved by the Committee, be altered, changed, repaired or modified unless prior to the commencement of any such work, two complete sets of the plans and specifications therefor, including but not limited to exterior colors, materials, and decorations, and also including, as applicable, front, side, and rear elevations, and floor plans, and two plot plans indicating and fixing the exact location of such improvements, structures or such altered structure on the Lot with reference to the street and side lines thereof, shall have been first submitted in writing for approval and approved in writing by the Committee. The foregoing prior approval is intended to specifically apply to the painting of a dwelling or any other maintenance or repair which changes the exterior appearance of a dwelling or other improvements on a lot.

10.2. Members. The initial Committee shall consist of the following three members: Gregory B. Conkling, Andrew T. Conkling and Glenn G. Conkling. After residences are constructed on all Lots, a Committee of five (5) individuals appointed by the Board of Directors shall succeed to the initial Committee's responsibilities under this Section 10 to review subsequent construction, modifications, additions of structures or significant changes in Lot landscaping. These successor Committee members shall serve at the pleasure of the Board of Directors.

10.3. Endorsement of Plans. Approval of plans, specifications and location of improvements by the Committee shall be endorsed on both sets of said plans and specifications, and one set shall forthwith be returned by the Committee to the person submitting the same. The approval of the Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver of the right of the Committee to disapprove of any features or elements embodied in such plans or specifications, if and when the same features and elements are embodied in any subsequent plans and specification submitted for approval for use on other Lots.

10.4. Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the Committee, no building, outbuilding, garage, fence, wall, retaining wall, or other improvements or structures of any kind shall be erected, constructed, placed, altered or maintained upon any Lot unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Committee.

10.5. Right of Entry. Any agent or member of the Committee may at any reasonable time enter and inspect any building or other improvement either existing or under construction on any Lot on or in which the agent or member has reason to believe that a violation of the covenants, easements and restrictions set forth herein is occurring or has occurred.

10.6. Fences. Notwithstanding any other provisions to the contrary in this Section 10, the Committee may refuse to approve construction or modifications of any fence or any planting on any Lot which, in the Committee's sole opinion, would create a sight obstruction of any lake in the Subdivision. No fence, or other improvement, shall be erected upon a Lot which is deemed by the Committee to interfere with the common sprinkler system serving the Lots in the Subdivision, or which interferes with the landscape maintenance performed by the Association, thereby increasing the amount of trimming or edging required to be done, or increase in any other manner the cost of maintenance of the landscaping by the Association, unless otherwise specifically agreed to in writing by the Association.

Section 11. INSURANCE.

11.1. Units. The Association has no responsibility to purchase or maintain any fire or hazard insurance with respect to the dwellings or other improvements upon the Lots; the Owners thereof being solely responsible therefor.

11.2. Casualty Insurance. The Association shall annually consider obtaining and paying the premiums for a policy of casualty insurance on Common Areas and any buildings or other improvements located thereon ("Insurable Property"), in an amount not less than one hundred (100%) percent of the current "replacement cost" of all such "Insurable Property". If any portion of the Common Area is damaged or destroyed as a result of a fire or other casualty and the insurance proceeds received by the Association are not adequate to cover the cost of repair and reconstruction, the costs thereof in excess of insurance proceeds received shall be paid by the Owners of all Lots within the Subdivision. Any such amounts payable by the Owners of all Lots within the Subdivision shall be assessed by the Board of Directors without need of approval by the Lot Owners and shall constitute a lien from the time of assessment as provided herein. In lieu of obtaining casualty insurance the Board of Directors may also consider self-insuring the above "Insurable Property" with the Capital Reserve Fund. In the latter instance the Board of Directors may designate a level of funding below which the Capital Reserve Fund shall not be allowed to drop without levying a general assessment pursuant to Section 4.3 on all residents sufficient in the judgment of the Board of Directors to restore financial stability to the Capital Reserve Fund.

11.3. Flood Insurance. If any portion of the Common Area is located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Association shall obtain and pay the premiums upon a policy of flood insurance on Common Areas and any buildings or other common property covered by the required form of policy (herein "Insurance Property"), in an amount deemed appropriate, but not less than the lesser of (i) the maximum coverage available under NFIP for all buildings and other Insurance Property within any portion of the Common Areas located within a designated flood hazard area; or (ii) one hundred (100%) percent of current "replacement cost" of all such Insurable Property.

11.4. Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage covering all the Common Areas. The amount of coverage shall be a minimum of \$1,000,000.00 for bodily injury, including death of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injury and death of persons in connection with the operation, maintenance or use of the Common Areas. Such policies must provide that they may not be canceled or substantially modified by any party, without at least 10 days prior written notice to the Association.

11.5. Officer and Directors Insurance. The Association shall annually obtain and pay the premium on at least one million (\$1,000,000.00) dollars worth of Officer and Directors Insurance, which shall cover all members of its Board of Directors for the purpose of insuring their protection from litigation on issues arising from their execution of Association business.

11.6. Fidelity Bonds. The Association shall maintain a blanket fidelity bond for all officers of the Association, employees of the Association, and all other persons handling or responsible for funds, or funds administered by the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a management agent, such bonds shall be required for its officers, employees or agents handling or responsible for funds of, or administered on behalf of, the Association. The amount of the fidelity bond shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three months aggregate assessments on all Lots, plus reserve funds. The fidelity bonds required herein must meet the following requirements:

11.6.1. Fidelity bonds shall name the Association as an obligee.

11.6.2. Each bond shall contain a waiver by the issuer thereof of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee", or similar terms or expressions.

11.6.3. The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent, or its officers, employees and agents), shall be paid by the Association as a common expense.

11.6.4. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 10 days prior written notice to the Association.

11.7. Purchase of Insurance. All insurance purchase pursuant to this Section 11 shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgages, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to Owners and any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners and the Association, their respective servants, agents and guests. Each Owner and the Association hereby agree to waive any claim against each other and against other Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

11.8. Cost and Payment of Premiums. The Association shall pay the cost of obtaining all insurance hereunder (excluding only such insurance as may be purchased by individual Owners) and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

11.9. Owners' Responsibility. Each Owner may obtain insurance, in such Owner's sole discretion and at such Owner's own expense, affording coverage upon his or her own real and/or personal property and for his or her own liability and living expenses as he or she deems advisable.

11.10. Association as Agent. The Association is irrevocably appointed agent for each Owner, for each holder of a mortgage upon a Lot and for each Owner of any other interest in a Lot or a Unit upon a Lot, or the Common Areas to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

11.11. Estimates. In all instances hereunder, immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds and the Board may desire or those required by Institutional Mortgagees involved.

Section 12. PROHIBITED USES.

12.1. Garbage and Trash. All garbage cans, firewood, trash containers, bicycle and other personal property shall be kept, stored and placed in an area not visible from outside the dwelling. Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate entities. Garbage cans and trash containers shall be placed at the curbside no sooner than the evening before and removed no later than the evening of the scheduled pick-up.

12.2. Structures. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected or maintained without the prior approval of the Committee. Structures shall include, but not be limited to, play sets and/or jungle gyms, in-ground and above-ground pools, spas, hot tubs, and associated structures.

12.3. Pets. Pets shall be permitted, only as provided for in this Section 12.3.

12.3.1. Pets shall be restricted to cats, dogs, fish, domestic birds, hamsters, lizards, gerbils, turtles, guinea pigs and rabbits, provided that they are not kept, bred or maintained for any commercial purpose. No other animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot.

12.3.2. All dogs and cats must be inoculated against rabies by a duly qualified and licensed veterinarian and shall also be inoculated in like manner in such cases of emergency whenever ordered by the Board of Health of the State of Indiana.

12.3.3. When outside the Unit, all dogs and cats must be accompanied by an attendant who shall have such dog/cat firmly held by collar and leash, which leash shall not exceed 8 feet in length. No cats or dogs shall be permitted to run at large outside the Unit; this shall not prohibit a cat or dog from being maintained without a leash or other restraint within any enclosed privacy area of the Unit in which the dog or cat resides and/or is maintained.

12.3.4. The owner/custodian of each pet and/or the individual walking same, shall be required to clean up after the pet.

12.3.5. The owner/custodian of a pet shall remove his or her pet from the Subdivision when such pet emits excessive noise such that the same may be heard outside of the Unit in which the pet resides and/or is maintained.

12.3.6. The Unit owner of the Unit in which a pet resides and/or is maintained shall be strictly liable for damages caused to any Common Area by the pet.

12.3.7. Any pet owner's right to have a pet reside in or visit the Subdivision shall have such right revoked if the pet shall create a nuisance or shall become a nuisance as may be determined by the Board of Directors of the Association.

12.4. Stables. No stable, livery stable, barn, or kennel shall be erected, constructed, permitted or maintained on any Lot.

12.5. Vehicles and Parking. The following restrictions apply irrespective of whether the parking areas in question within the Subdivision lie within areas owned by or dedicated to a governmental entity:

12.5.1. Prohibited Vehicles or Items. The following list contains vehicles or items which are prohibited and shall not be entitled to park anywhere within the Subdivision: trucks, excluding pickup trucks, vans, recreation vehicles, mobile homes, motor homes, campers,

buses, motorcycles, all terrain vehicles, off-road vehicles, go carts, three-wheel motorized vehicles, commercial vehicles, limousines, mopeds, dirt bikes, and other such motor vehicles, and boats and trailers, unless such vehicles are parked/stored in the garage of a Unit with the garage door closed, with the exception of being permitted to be parked ungaraged on a Lot for periods not to exceed 48 hours, or for a period in which the aggregate is not in excess of 8 days per calendar year. Notwithstanding the foregoing or anything in this Section 12.5.1 to the contrary, the foregoing shall not apply to and shall expressly exclude utility vehicles. As used herein the term "utility vehicle" is intended to include certain vehicles which are used as and have the same characteristics as a passenger vehicle, such as but not limited to, Chevrolet Blazers, Ford Broncos and Explorers, and Chrysler Jeep Cherokees, and whether or not such vehicle is classified as a "utility vehicle" by the most current edition of the Guide, as hereinafter defined, or its manufacturer. The Board of Directors shall have the sole authority to determine whether any vehicle falls within the definition of "utility vehicle" as used herein. Should the Guide adopt a definition or classification of a "utility vehicle" consistent with the intended meaning of same as used herein, then the Board shall defer to such definition or classification established by the Guide.

12.5.2. Exception to 12.5.1 Above. The following vehicles shall not be subject to the parking restrictions contained in Section 12.5.1 above, and shall be entitled to park within the designated areas for parking in the Subdivision, subject to the restrictions and provisions contained in subsection (a) through (e) below.

(a) A moving van, but only for the purpose of loading and unloading and at no time shall same park during the hours of 9:00 p.m. to 6:00 a.m.

(b) Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Properties, and only for the time period during which the maintenance, care or protection is being provided.

(c) Service and delivery vehicles, regardless of classification, during regular business hours and only for that period of time to render the service or delivery in question.

(d) Vehicles for the handicapped bearing identification as such by an applicable governmental authority.

(e) Certain vans described as follows: Subject to that provided above, a two-axle van as defined below which does not exceed the manufacturers' standard length, height and width of the particular van in a customized converted condition; used for family or personal transportation and which is not a commercial vehicle as defined below; which contains at least two (2) rows of seating and windows on each side of the vehicle adjacent to at least each of the first two (2) rows of seating; and which is or would be registered in the State of Indiana as a passenger station wagon or equivalent shall be permitted to park in a driveway serving a Lot. The Association is permitted to make a presumption that the foregoing criteria are met without the receipt of specific information or vehicle registration, unless upon visual inspection, it is obvious that any of the criteria are not met. The owner or custodian of the vehicle shall submit to the Association reasonable

information and documentation (including title and/or registration) concerning the vehicle upon request.

12.5.3. Classifications and Definitions.

(a) The most current edition of the N.A.D.A. Official Used Car Guide ("Guide") shall determine the classifications of whether a vehicle is in fact a truck or van, or whether it is a passenger automobile. If the Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the Board of Directors to be used to determine vehicle classifications hereunder. Except as otherwise provided as to certain vans under Section 12.5.2(e) above, a State registration or title classification shall have no bearing on determination of the classifications under this Section 12.5.3(a).

(b) A "van" shall mean any motor vehicle which is classified as a van in accordance with Section 12.5.3(a) above and which is recognized by the manufacturer to be a type of a van, and which has two (2) axles. Notwithstanding the foregoing to the contrary, a pickup truck shall not be considered to be a van by the addition of a camper top or similar top or cover.

12.5.4. All motor vehicles must be maintained so as to not create an eyesore in the Subdivision.

12.5.5. Parking restrictions may be created and enforced by the Board of Directors by Rules and Regulations.

12.5.6. Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas and/or streets. Racing engines and loud exhausts shall be prohibited. No vehicle shall be parked with its motor running.

12.5.7. The following restrictions also apply:

(a) No repair (including changing of oil) of a vehicle shall be made within the Subdivision except for minor repairs necessary to permit removal of a vehicle, unless they are made in the garage of a Unit with the garage door closed. However, washing or waxing of a vehicle is permitted outside the garage.

(b) All personal vehicles which can be appropriately parked within a standard size parking stall may be parked within the Subdivision. No vehicles of any nature shall be parked on any portion of any Lot or other area within the Subdivision except on the surfaced parking area thereof. No parking will be permitted on sidewalks at any time.

12.5.8. Remedies of Towing. If, after the Association's giving such notice as may be required by Indiana Statutes, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Subdivision, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's

expense. By this provision, each Owner consents to such tow. In the event that the vehicle owner fails to pay the towing costs upon demand, the Association shall have the right to levy a charge for the costs against the Lot and Owner in question, that is, against the Owner for himself/herself as the owner of the vehicle or for his/her family, lessees, guests, employees, visitors, etc. as owner(s) of the vehicle (as such, the Lot Owner is liable for the vehicle violations of his/her family, lessees, guests, visitors, etc.), and the charge shall be collected as provided in this Section.

12.5.9. Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have a prohibited or improperly parked vehicle towed, the Association shall have the right to seek compliance with this Section 12.5 by injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the Governing Documents. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 12.5.

12.6. Signs. No sign of any kind shall be displayed to the public view on a Lot or Unit without the prior consent of the Board of Directors, except signs used by a builder to advertise a Lot during the construction and sales periods and signs used by an Owner or a Realtor to advertise a home for sale.

12.7. No Business Activity. No business of any kind whatsoever shall be maintained, operated, carried on, permitted or conducted anywhere within the Subdivision, and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, trading or amusement establishment, quarry, pit, undertaking establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public baths, school, kindergarten, nursery school, day care center, sanitarium asylum or institution shall be erected, maintained, operated, carried on, permitted or conducted within the Subdivision. Notwithstanding the foregoing, the following shall apply:

12.7.1. Home Occupations. No Lot shall be used for any purposes other than as a single-family residence, except that a Home Occupation may be permitted. For purposes of this Section 12.7.1, the term "Home Occupation" shall mean and include any use conducted entirely within the Unit and Participated in solely by a member of the immediate family residing in said Unit, which use is clearly incidental and secondary to the use of the 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 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 that Lot; (c) no person is employed in such Home Occupation other than a member of the immediate family residing in the Unit; and (d) no mechanical or electrical equipment is used other than is customarily used in an office-at-home or by home hobbyist, and which is generally unsuitable for commercial applications.

12.7.2. Leasing of Units. The practice of leasing Units shall not be considered as a business activity under this Section 12.7.

12.7.3. Operation of Association. The business of operating the Association shall not be considered as business activity under this Section 12.7.

12.8. Maintenance. All Units shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All Units shall be maintained in first class condition with well kept lawn and well maintained landscaping.

12.9. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on a Lot which may be or become an annoyance or nuisance to residents in the Subdivision. Without limiting any of the foregoing, no exterior lights, the principal beams 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.

12.10. Unlawful Uses. No improper, offensive or unlawful use shall be made of any Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

If a Lot Owner within the Subdivision engages in any activity which has been expressly forbidden by the Covenants, By-Laws, or Rules and Regulations or by a published directive from the Board of Directors, then said Lot Owner shall immediately cease the offending activity upon the request of any member of the Board of Directors. Failure to do so shall cause the Board of Directors to subsequently evaluate the situation and consider the appropriateness and amount of a monetary fine, which could be levied up to \$150.00 against the individual Lot Owner(s) involved. If such a fine is levied, it shall be billed to the involved Lot Owner(s) in the next billing cycle for quarterly assessments. If the levied fine is not paid in a timely manner, then it shall be considered a late fee and handled in the manner outlined in Section 7.1 of these Covenants.

If expressly prohibited activities are engaged in by renters or guests of a Lot Owner, such Lot Owner may be held accountable for the actions of these persons. Any Lot Owner subjected to a levied fine may petition the Board of Directors for a hearing on the matter at a specially called or next regular meeting of the Board of Directors.

12.11. Antennas. No radio or television antenna with more than 24 square feet of grid area, or that attains a height in excess of 6 feet above the highest point of the roof of a Unit, shall be attached to a Unit on a Lot. No free-standing radio or television antenna shall be permitted on a Lot. No solar panels (attached, detached or free-standing) are permitted on a Lot without the written permission of the Architectural Control Committee. No satellite receiving disk, or dish in excess of 24 inches in diameter (or as shall be otherwise established from time to time by the Federal Communications Commission) shall be permitted on a Lot; provided, however, that the installation and location thereof must be approved by the Committee under Section 10.

12.12. Clothes Line. No clothes, linens, or the like, shall be hung in any manner outside of a Unit. No clothes lines, racks or poles shall be permitted.

12.13. Wells. No individual water supply system shall be permitted on any Lot.

12.14. Sidewalks. Operation of motorized vehicles is not permitted on the sidewalks or easements within the Subdivision. This excludes wheelchairs or other devices employed by the handicapped.

12.15. Garage Doors. Garage doors must be kept closed between the hours of 11:00 p.m. and 5:00 a.m., except when otherwise necessary for ingress and egress.

12.16. Watercraft and Water Sports. Pond care management firms employed by the Board of Directors shall be permitted to use watercraft on either pond in the course of rendering the service they were hired to perform. No other persons may launch a boat on either of the two ponds without the permission of a member of the Board of Directors. Persons doing Board of Director's approved pond repairs or maintenance may enter the pond waters to accomplish their tasks. No swimming or trespassing on pond ice is permitted on either pond. Fishing in the ponds is restricted to residents and their guests.

12.17. Occupancy of Units; Subdivision of Lots:

12.17.1. Occupancy of Units. Each Unit shall be occupied by Owners and tenants and their family members, as a single family residence, and for no other purpose.

12.17.2. Subdivision of Lots. No Lot may be subdivided into more than one Lot. Only entire Lots may be sold, leased or otherwise transferred.

12.18. Use. No person shall use any Lot, or Unit constructed thereon, or any parts, thereof, in any manner contrary to this Declaration.

Section 13. GENERAL PROVISIONS.

13.1. Use. Lots may not be used except for single family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family residence not to exceed two and one-half stories in height. Each residence shall include an attached garage to accommodate not less than two cars. Such garage shall be built as part of the residence, shall have a floor area of not less than 440 square feet, and shall have one or more doors with an aggregate width of not less than 16 feet.

13.2. Unit Size. No residence shall be built on a Lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeways or garages, of less than 1,300 square feet for a one-story residence, or less than 1,700 square feet of total living area (excluding one-story open porches, breezeways and garages), for a residence that has more than one story.

13.3. Building Lines. No structure shall be located on a Lot nearer to the front Lot line, or nearer to the side street line than the minimum building setback lines shown on the Plat. In any event, no building shall be located nearer than a distance of 5 feet to the interior Lot line. No dwelling shall be located on an interior Lot nearer than 25 feet to the rear Lot line.

13.4. Minimum Lot Size. No residence shall be erected or placed on a Lot having a width of less than 60 feet at the minimum building setback line, nor shall any residence be erected or placed on any Lot having an area of less than 7,000 square feet.

13.5. Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and over the rear 10 feet of each Lot. No Owner shall erect on a Lot, or grant to any entity 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 in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any Unit or other structure on a Lot connecting it to the electrical distribution system of any electric public utility shall be provided by the Owner of the Lot who constructs the Unit or other structure, and shall carry not less than 3 wires and have a capacity of not less than 200 amperes. Any public utility charged with the maintenance of underground installations shall have access to all easements in which said installations are located for operation, maintenance and replacement of service connections.

13.6. Surface Drainage Easements. Surface drainage easements and Common Area 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 surface of the Real Estate 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 proper public authority having jurisdiction over storm drainage) shall have the right to determine if any obstruction exists, and to repair and maintain, or require such repair and maintenance, as shall be reasonably necessary to keep the conductors unobstructed.

13.7. Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on or in a Lot. No derrick or other structure designed for boring for oil or natural gas shall be erected, maintained or permitted on a Lot.

13.8. Dumping. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. No incinerators or compost bins shall be kept or allowed on a Lot.

13.9. Workmanship. All structures on a Lot shall be constructed in a substantial, good workmanlike manner and of new materials. No roof siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any structure on a Lot, and no roll roofing of any description or character shall be used on the roof of any residence or attached garage on a Lot.

13.10. Driveways. All driveways on Lots from the street to the garage shall be poured concrete and not less than 16 feet in width.

13.11. Street Utility Easements. In addition to the utility easements designated in this document, easements in the streets, as shown on the Plat, are reserved and granted to all public utility companies, the owners of real estate within the Subdivision and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove every type of gas main, water main and sewer main (sanitary and storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction over the Subdivision as to maintenance and repair of said streets.

13.12. Storm Water Runoff. 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 serving the Subdivision, 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 Subdivision's storm and surface water runoff sewage system.

13.13. Completion of Infrastructure. Before any Unit on a Lot shall be used and occupied as a single family residence, the Developer, or any subsequent Owner of the Lot, shall install all infrastructure improvements serving the Lot as shown on the approved plans and specifications for the Subdivision filed with the Plan Commission and other governmental agencies having jurisdiction over the Subdivision. This covenant shall run with the land and be enforceable by the Plan Commission or by any aggrieved Owner.

13.14. Certificate of Compliance. Before a Lot 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 compliance required by the Allen County Zoning Ordinance.

13.15. Enforcement. The Association and any Owner (individually or collectively) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or subsequently imposed by the provisions of these Covenants. Failure by the Association or an Owner to enforce any provision in the Covenants shall in no event be deemed a waiver of the right to do so at a later date or circumstance.

13.16. Invalidation. Invalidation of any one of these Covenants by judgment or court order shall not effect the remaining provisions, and such provisions shall remain in full force and effect.

13.17. Duration of Covenants. These Covenants shall run with the land and be effective for a period of 20 years from the date the Plat and these Covenants are recorded; after which time the Covenants shall automatically be renewed for successive periods of 10 years.

13.18. Amendments. Any provision of these Covenants may be amended, but such amendment is subject to the following requirements and limitations:

13.18.1. Only after our Subdivision's original Developer has sold all Lots being marketed to the public may these Covenants be amended. Any amendatory document must be approved and signed by at least 75% of the deeded Lot Owners.

13.18.2. Until all Lots within the Subdivision which are owned by the Developer and marketed for resale to others have been sold, then said Developer must also sign an agreement on any document amending these Covenants. Once the Developer has sold all Lots with the Subdivision which were marketed for sale to other persons or entities, then the Developer's signature shall no longer be required on any document amending these Covenants.

13.18.3. Notwithstanding the provision of Section 13.18.1, Developer and its successors and assigns shall have the exclusive right for a period of two years from the date the Plat and these Covenants are recorded, to amend any of the covenant provisions (except Section 13.2) without approval of the Owners.

13.18.4. In order for any amendment of these Covenants to be effective, the approval of the Plan Commission shall be required; provided, however, that the Developer and its successors and assigns shall have the exclusive right to amend any of the Covenants to the extent necessary or desirable to convert the Subdivision from a Villa format to a standard single-family residential format, without the approval of the Plan Commission; but further provided that such amendments must be recorded before any Lot has been titled in any third party, and if not, then the approval of the Plan Commission shall be required for such amendments.

13.18.5. There may be incorporated as a part of these Covenants, and, where applicable, the Articles and By-Laws of the Association, any and all provisions which now or hereafter may be required under the regulations or guidelines of FNMA, FHLMC, GNMA, VA and FHA so as to make any first mortgage encumbering a Unit eligible for purchase by FNMA, FHLMC, or GNMA, and eligible under VA or FHA, and such provisions shall supersede any conflicting matters contained in these Covenants, the Articles or By-Laws, except to the extent compliance with any regulation or guideline is waived by FNMA, FHLMC, GNMA, VA or FHA. Should FNMA, FHLMC, GNMA, VA or FHA require an amendment of these Covenants, the Articles or By-Laws, then such amendment may be made and filed by the Association without regard to any other provisions herein contained regarding amendments, and without any requirement for securing the consent of any Lot Owner.

13.18.6. Notwithstanding anything contained in this Section 13.18 to the contrary, Section 5 of this Declaration may not be amended in any respect without the prior written consent of the Parent Association.

13.19. Subdivision. No Lot or combination of Lots may be further subdivided until approval for such subdivision has been obtained from the Plan Commission; except, however, the Developer and its successors in title shall have the absolute right to increase the size of any Lot by adding to such Lot a part of an Adjoined Lot (thus decreasing the size of such adjoining Lot)

so long as the effect of such addition does not result in the creation of a "Lot" which violates the limitation imposed under Section 13.4.

13.20. Attorney Fees and Related Expenses. In the event the Association, Developer, an Owner, or the Plan Commission is successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, or charge now or subsequently imposed by the provision of these Covenants, the successful party 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. In the event that legal expenses are incurred that could not be budgeted for and are more than can be prudently paid for out of cash reserves, then the Board of Directors can assess the Owners for additional funds to pay these legal liabilities without submitting the issue to the Owners for a vote of approval in the manner described in Section 11.2.

13.21. Sidewalks. Plans and specifications for the Subdivision approved by and on file with the Plan Commission require the installation of concrete sidewalks within the street rights-of-way in front of Lots numbered 1 through 4, 19 through 20 and 37 through 45 as shown on the approved plans. Installation of such sidewalks shall be the obligation of the Developer. The sidewalks to be located on a Lot shall be completed in accordance with such plans and specifications prior to the issuance of a certificate of compliance for such Lot. This Covenant is enforceable by the Plan Commission or its successor agency, by specific performance or other appropriate legal or equitable remedy.

13.22. Flood Protection Grades. In order to minimize potential damage to Units from surface water, minimum flood protection grades are hereby established as set forth below. All Units on Lots 1 through 49 shall be constructed so that the minimum elevation of the lowest floor equals or exceeds the applicable minimum flood protection grade established in this Section 13.22. The flood protection grades shall be Mean Sea Level and shall be as follows:

Lots numbered 6 through 16	Elevation: 816.2
Lots numbered 24 through 35	Elevation: 808.8

13.23. Mandatory Solid Waste Disposal. Each Owner shall be obligated to contract for disposal of garbage and other solid waste at such Owner's sole cost and expense.

The powers granted to the Board of Directors in these Covenants shall include the authority to deal with any issue confronting the Board of Directors, the Community Association, or its members where these Covenants and other applicable law does not otherwise grant authority to another governmental entity.

IN WITNESS WHEREOF, the Villas At Dawson's Creek Board of Directors has signed this amended document on this 18 day of November, 2010.

Samuel R. Thompson
Samuel R. Thompson, President

Ronald A. Bryan
Ronald A. Bryan, Vice-President

Jana S. Corbin
Jana S. Corbin, Secretary

Steven Chen
Steven Chen, Treasurer

William J. Bernard
William J. Bernard, Director of Irrigation and
Lawn Care

Richard W. GeRue
Richard W. GeRue, Director of Ponds and Common
Ground Management

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

Samuel R. Thompson

Samuel R. Thompson

Prepared by:
Samuel R. Thompson, Board President
The Villas At Dawson's Creek Community Association, Inc.
Fort Wayne, Indiana 46825



Jane A. Thompson
November 18, 2010
Allen Co. Res