

Secondary Plat of:

*A subdivision of part of the Northwest Quarter of the Southwest Quarter of Section 2,  
Township 31 North, Range 12 East, Allen County, Indiana.*

Surveyor - Planner:  
Sauer Land Surveying, Inc.  
14033 Illinois Road, Suite C  
Fort Wayne, IN 46814  
Tel: 260/469-3300

2016003097  
RECORDED: 01/14/2016 1:52:53 PM  
ANITA HATHER  
ALLEN COUNTY RECORDER  
FORT WAYNE, IN

Part of the Northwest Quarter of the Southwest Quarter of Section 2, Township 31 North, Range 12 East, Allen County, Indiana, being more particularly described as follows, to-wit:

[illegible]

QSW Development Corp., owner by virtue of that certain deeds shown in Document Number 2015047811 in the Office of the Recorder of Allen County, Indiana, of the real estate shown and described herein, does hereby by, off, plat, dedicate and subdivide, said real estate into lots, streets and easements in accordance with the information shown on the plat. Further, QSW Development Corp. hereby subjects and impresses all of said land in said addition with the limitations and easements attached hereto and made a part thereof by reference. This subdivision shall be known and designated as STONE GATE VILLAS.

IN WITNESS THEREOF, Joseph L. Zehr, known to me to be the person and President of QSW Development Corp., organized and existing under the laws of the State of Indiana, has hereto, on behalf of said QSW Development Corp., set his hand and seal, this 21 day of December, 2015.

By:  Joseph L. Zehr, President

Lot#	Area (sq. ft.)
1	7540
2	6890
3	6890
4	6890
5	6890
6	6187
7	6187
8	7478
9	7478
10	7491
11	7152
12	6890
13	7540
14	7061
15	7217
16	5785
17	10745
18	3879
19	13599
20	11385
21	9794
22	6890
23	6890
24	6890
25	7139
26	7837
27	9011
28	8238
29	10154
30	11748
31	13735
32	10625
33	9505
34	8492
35	3492
36	6890
37	5890
38	6890
39	7540
40	8870
41	6890

Entity	Area (sq. ft.)
Block A	172828
Block B	19648
Street	93643

DATE	TIME	FROM	TO	REMARKS	INITIALS
01	8:05	0750	0744	17	
02	8:08	0750	0747	17	
03	8:10	0750	0747	17	
04	8:12	0750	0747	17	
05	8:15	0750	0747	17	
06	8:18	0750	0747	17	
07	8:20	0750	0747	17	
08	8:22	0750	0747	17	
09	8:25	0750	0747	17	
10	8:28	0750	0747	17	
11	8:30	0750	0747	17	
12	8:32	0750	0747	17	
13	8:35	0750	0747	17	
14	8:38	0750	0747	17	
15	8:40	0750	0747	17	
16	8:42	0750	0747	17	
17	8:45	0750	0747	17	
18	8:48	0750	0747	17	
19	8:50	0750	0747	17	
20	8:52	0750	0747	17	
21	8:55	0750	0747	17	
22	8:58	0750	0747	17	
23	9:00	0750	0747	17	
24	9:02	0750	0747	17	
25	9:05	0750	0747	17	
26	9:08	0750	0747	17	
27	9:10	0750	0747	17	
28	9:12	0750	0747	17	
29	9:15	0750	0747	17	
30	9:18	0750	0747	17	
31	9:20	0750	0747	17	
32	9:22	0750	0747	17	
33	9:25	0750	0747	17	
34	9:28	0750	0747	17	
35	9:30	0750	0747	17	
36	9:32	0750	0747	17	
37	9:35	0750	0747	17	
38	9:38	0750	0747	17	
39	9:40	0750	0747	17	
40	9:42	0750	0747	17	
41	9:45	0750	0747	17	
42	9:48	0750	0747	17	
43	9:50	0750	0747	17	
44	9:52	0750	0747	17	
45	9:55	0750	0747	17	
46	9:58	0750	0747	17	
47	10:00	0750	0747	17	
48	10:02	0750	0747	17	
49	10:05	0750	0747	17	
50	10:08	0750	0747	17	
51	10:10	0750	0747	17	
52	10:12	0750	0747	17	
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56	10:22	0750	0747	17	
57	10:25	0750	0747	17	
58	10:28	0750	0747	17	
59	10:30	0750	0747	17	
60	10:32	0750	0747	17	
61	10:35	0750	0747	17	
62	10:38	0750	0747	17	
63	10:40	0750	0747	17	
64	10:42	0750	0747	17	
65	10:45	0750	0747	17	
66	10:48	0750	0747	17	
67	10:50	0750	0747	17	
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69	10:55	0750	0747	17	
70	10:58	0750	0747	17	
71	11:00	0750	0747	17	
72	11:02	0750	0747	17	
73	11:05	0750	0747	17	
74	11:08	0750	0747	17	
75	11:10	0750	0747	17	
76	11:12	0750	0747	17	
77	11:15	0750	0747	17	
78	11:18	0750	0747	17	
79	11:20	07			

I, John C. Sauer, hereby certify that I am a Land Surveyor registered in compliance with the laws of the State of Indiana; that based on my knowledge, experience and belief this plot and accompanying legal description accurately depicts a subdivision of real estate described in Document Number 201504781 in the Office of the Recorder of Allen County, Indiana; that following the completion of construction and grading, all corners will be marked with 24 inch long #5 rebar bearing plastic caps imprinted "Sauer S0364"; and that there has been no change from the matters of survey revealed by the survey referenced herein or any prior subdivision plans contained therein, on any lines that are common with this new subdivision.

I, John C. Sauer, certify the above statements to be correct to the best of my information, knowledge, and belief. 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.

  
John C. Sauer, Indiana Land Surveyor

Date: 12/21/2015

This plat lies entirely within a Rule 12 - IAC 865 boundary survey certified by John C. Sauer, Indiana Land Surveyor, and duly recorded under Document Number 2015048550 in the Office of the Recorder of Allen County, Indiana.

CITY OF FORT WAYNE SUBDIVISION  
CONTROL COMMITTEE  
DATE: 1/14/16

CITY OF FORT WAYNE  
BOARD OF PUBLIC WORKS  
DATE: 1/6/16

PATRICK J. REIL, CHAIRMAN

*Michael Reil*

SHIRLEY DUNNORADIN, MEMBER

*Shirley Dunnoradin*

ALICE BERNARD, MEMBER

*Alice Bernard*

ROBERT P. KENNEDY, CHAIRMAN

KUMAR MENON, MEMBER

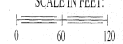
MATTHEW NORTZ, MEMBER

MIKE AVILA, MEMBER

*This instrument prepared by John C. Sauer, Indiana Land Surveyor*



SCALE IN FEET.



Plat Cab. G Page 132  
**DEDICATION, PROTECTIVE  
RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND  
APPROVALS APPENDED TO THE PLAT OF THE STONE GATE VILLAS, SECTION I, A  
SUBDIVISION IN WASHINGTON TOWNSHIP, ALLEN COUNTY, INDIANA**

QSW Development, Corp., an Indiana corporation (the "Developer") by Joseph L. Zehr, President, declares that it is the owner of the real estate shown and legally described in this plat ("Real Estate"), and lays off, plats and subdivides the Real Estate in accordance with the information shown on the certified plat attached to and incorporated by reference in this document. The platted Subdivision shall be known and designated as Stone Gate Villas, Section I, a Subdivision in Washington Township, Allen County, Indiana (the "Subdivision").

The Lots shall be subject to and impressed with the covenants, limitations, easements and restrictions hereinafter set forth. The provisions herein contained shall run with the land and shall inure to the benefit of the Owners of the Lots and the land included therein, and their respective legal representatives, successors, grantees, heirs and assigns.

The Lots shown on the Plat are numbered from 1 through 41 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**

In addition to the recordation of the Plat and this document, there will also be recorded articles of incorporation for an Indiana not-for-profit corporation to be known as Stone Gate Villas Community Association, Inc., (the Association), and each Owner of a Lot in the Subdivision of Stone Gate Villas shall become a member of the Association, and be bound by its articles of incorporation and bylaws, upon acquisition of title to a Lot. Developer or Successor Developer reserves the right to subdivide and plat, and to consent to allow third parties to subdivide and plat nearby and/or adjacent real estate as additional Sections of the Subdivision, and the lots in such additional Sections subsequently platted and subdivided may also be permitted or required to be members of the Association upon acquisition of title to a lot to such additional sections as may be more particularly provided in the recorded plats of such additional sections, if any.

**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 of the Association approved by the Indiana Secretary of State, including any and all amendments to those articles.

1.2 Association. Stone Gate Villas Community Association, Inc., an Indiana nonprofit corporation, its successors and assigns.

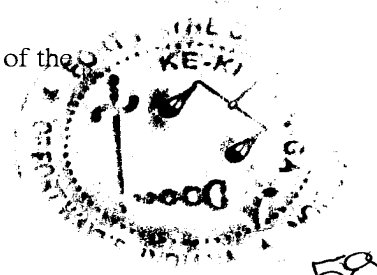
1.3 Builder. An individual or entity who is licensed to build single-family residential dwellings in the county in which the subdivision is located and is the Owner of a Lot in the Subdivision.

1.4 Board of Directors. The duly elected or appointed board of directors of the Association.

RECORDS OFFICE  
Not a record for taxation. Subject to a lien for taxes.

JAN 14 2016

Jana K. Kluth  
COUNTY CLERK



1.5 Bylaws. The Bylaws adopted by the Association, including any and all amendments to those Bylaws.

1.6 Committee. The Architectural Control Committee established under Section 6 of these Covenants.

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

1.8 Covenants. This document and the restrictions, limitations and covenants imposed under it and the Plat.

1.9 Developer. QSW Development Corp. an Indiana corporation, and any Successor Developer designated by the Developer or Successor Developer.

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 may be or is erected in accordance with the Covenants, and any applicable zoning ordinance; provided, however, no Lot shall have a width of less than 50 feet from at the front building line, nor shall any attached single family residence be erected or placed on any Lot having an area of less than 1200 square feet in accordance with the requirements of Section 12.4.

1.11 Unit. Any Single Family Residential Dwelling on an individual Lot or any Single Family Residential Dwelling attached to another Single Family Dwelling on a common Lot Line.

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 a Lot or Lots, including land contract buyers, but excluding those having an interest in a Lot merely as security for the performance of an obligation.

1.13 Zoning Authority. The applicable governmental Plan Commission and/or Zoning Authority, or its successor agency, then having zoning authority and jurisdiction over the Real Estate to issue improvement location permits, and to issue certificates of occupancy for residences constructed on Lots.

1.14 Plat. This recorded secondary plat of the Stone Gate Villas, Section I.

1.15 Subdivision. The Subdivision of the Stone Gate Villas, including all existing and future sections of such subdivisions.

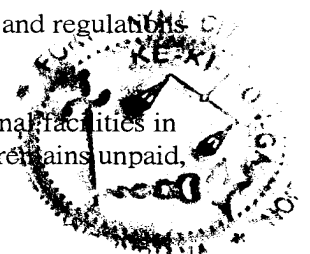
## **Section 2. PROPERTY RIGHTS.**

2.1 Owners' Easements of Enjoyment. Each Owner shall have the right and an easement of enjoyment in the Common Area that is appurtenant to and passes with the title to every Lot, subject to the following rights which are granted to the Association and the Developer.

2.1.1 To charge reasonable admission and other fees for the use of any recreational facility located in the Common Area.

2.1.2 To impose reasonable restrictions, limitations, conditions, rules, and regulations regarding Owner's use and enjoyment of the Common Area.

2.1.3 To suspend the voting rights and right to the use of the recreational facilities in the Common Area for any period during which any assessment against an Owner's Lot remains unpaid.



or an Owner is in violation of the Covenants, the Articles, the Bylaws, or any rule or regulation of the Association.

2.1.4 To dedicate or transfer all or any part of the Common Area or any interest or easement therein to any public agency, authority or utility upon the vote and approval of at least two-thirds (2/3) of each class of Association members; provided, however, that Developer, without such vote and approval, may, prior to the time when fee simple title to all Lots have been conveyed by Developer, transfer, dedicate or convey such portions of the Common Area to adjoining Lot Owners as may necessary to allow such adjoiners to comply with the requirements of the Zoning Authority, permit requirements, or with provisions of Section 12, and the Developer may also grant and convey utility or drainage easements in, on and over any Common Area, before the Authority Transfer Date, but no such easement shall be granted over areas on which structures or buildings then exist. No such dedication or transfer, except those made by Developer as provided above, shall be effective unless an instrument signed by at least two-thirds of each class of Association members agreeing to such dedication or transfer, is recorded.

2.2 Delegation of Use. An Owner may delegate, in accordance with the Bylaws, the Owner's right to use and enjoy the Common Area and any recreational facilities located thereon, to members of the Owner's family residing on the Owner's Lot, and tenants or land contract purchasers who reside on the Owner's Lot.

### **Section 3. MEMBERSHIP AND VOTING RIGHTS.**

3.1 Membership of Owner. All Owners shall be members of the Association, and shall be subject to and bound by the Articles and By Laws of the Association from the commencement of ownership to a Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

3.2 Association Classes of Membership. The Association shall have the following two classes of voting memberships:

3.2.1 **Class A.** Class A membership consists of all Owners, except Successor Developer. Class A members shall be entitled to one vote for each Lot owned after and only after the Authority Transfer Date set forth in Section 4.1. Prior to the Authority Transfer Date, Class A Lot Owners shall have no voting rights in the Association. When more than one person holds an interest in a Lot, all such persons shall be members. The vote, when applicable and effective, for such Lot shall be exercised as its Owners among themselves determine; but in no event shall more than one vote be cast with respect to each Lot.

3.2.2 **Class B.** Class B membership consists of Successor Developer. The Class B member shall be entitled to 600 votes less that number of votes which Class A members are entitled to exercise. Class B membership shall cease upon the happening of either of the following events, whichever occurs first:

3.3.2.1 When fee simple title to all Lots have been conveyed by Developer; or

3.3.2.2 on December 31, 2025; or

3.3.2.3 when Developer executes and records an irrevocable disclaimer of its Class B membership.

3.2.3 **Additional Sections.** The Successor Developer reserves the right to subdivide and plat, and to consent to and allow third parties to subdivide and plat nearby and/or adjacent real



estate as additional Sections of the Subdivision, and each Owner of a Lot in such additional Sections shall, pursuant to the terms of that recorded plat and covenants, also be members of the Association as provided therein, and provided further that Successor Developer shall have Class B voting rights for its lots in such additional Sections in a ratio of not more than three to one (3:1).

#### **Section 4. INITIAL MANAGEMENT AND CONTROL BY DEVELOPER.**

4.1 Definition of Authority Transfer Date. The Authority Transfer Date is that date upon which Class A members of the Association shall have and hold voting rights for each Lot as set forth in section 3.2 hereof and in the Articles and By-Laws of the Association. Such Date shall be the earlier of:

(a) When title to 50% of all of the Lots in the Subdivisions have been conveyed by Developer or Successor Developer to a third party. For purposes of Section 4.1(a), the term CSubdivisionsC includes any additional or future sections of the Subdivision which are shown on the final primary plat of the Subdivision as future sections or which additional sections are platted as additional sections of the Subdivision within Eight (8) years from the first conveyance of a lot in the Subdivision by the Developer to a third party, or

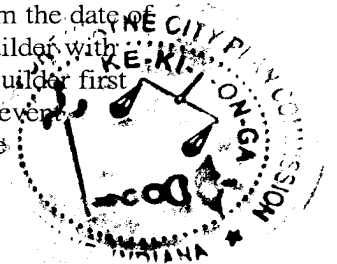
(b) When Developer, in its sole and absolute discretion, so determines and provides sixty days' prior Notice to the Owners.

4.2 Prior to the Authority Transfer Date. Prior to the Authority Transfer Date as defined above, the Developer or Successor Developer shall appoint all members of the Board of Directors of the Association, and the Class A members shall have no voting rights in the Association. Directors appointed by the Developer shall serve at the will of the Developer and shall be deemed to be Owners only for the purpose of serving on the Board. Meetings of the Board of Directors, prior to the Authority transfer Date, shall not be required to be held open to Lot Owners, and notice of such meetings to Owners shall not be required. In addition, prior to the Authority Transfer Date, the Board shall not be required to seek Owner approval of the budget or the Annual Assessment.

4.3 Assessment limitations. Prior to the Authority Transfer Date, the Board may increase the annual assessment, but not by more than 8% above the annual assessment for the previous year.

#### **Section 5. COVENANT FOR MAINTENANCE ASSESSMENTS.**

5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner, except Developer, Successor Developer and a Builder that has been temporarily exempted as provided hereinafter, 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; (2) special assessments for capital improvements and professional accounting, and legal fees of the Association. Such assessments shall be established and collected as provided in these Covenants and the Bylaws. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on a Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such 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 the assessment became due. Notwithstanding any other provision herein to the contrary, Successor Developer shall have the absolute and unrestricted right from time to time to temporarily exempt a Builder as a Lot Owner from the obligation to pay any Assessments or any lien for any such Assessments. A temporary exemption, if so granted by Developer to a Builder shall terminate at the earlier of: (i) six (6) years from the date of acceptance of a deed from Developer; (ii) thirty days after the Developer provides the Builder with written notice of the revocation of the temporary exemption; (iii) the date on which the Builder first conveys title to the Lot, to a successor-in-interest, but nothing contained herein shall prevent Successor Developer from granting the successor-in-interest a temporary exemption if the



successor-in-interest is a Builder; or is holding the Lot in inventory for sale; or (iv) the date on which a residence located on a Lot is occupied by residents living therein. A Lot Owner first acquiring title from a Builder that was granted a temporary exemption shall be obligated to pay the prorated remaining portion (based upon a per diem basis) of any Assessment at the time of and concurrently with the successor in interest's acquisition of title to the Lot from the Builder. The prorated remaining portion of the Assessment due from the Owner first acquiring title from a Builder shall be a lien against a Lot, and shall not be subordinate to the lien of any first mortgage.

5.2 Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health and welfare of the residents in the Subdivisions, for the improvement of Common Areas in the Subdivisions, the proportionate cost of the maintenance of any Common Impoundment Basins located in any Common Areas into which the Subdivision's storm waters drain and attendant water level control structures, for professional accounting and legal fees of the Association, and for solid waste disposal as provided in Section 12.22.

5.3 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 \$1,920.00 per Lot, for all maintenance, replacement and repair to be performed by the Association as defined in Section 7. Payments shall be due within 30 days after receipt of invoice from Stone Gate Villas Community Association.

5.3.1 From and after January 1 of the year immediately following such first conveyance of a Lot, the maximum annual assessment may be increased each year by the Board of Directors, by a percentage of not more than 8% above the annual assessment for the previous year, without a vote of the membership.

5.3.2 From and after January 1 of the year immediately following such first conveyance of a Lot, the maximum annual assessment may be increased by a percentage in excess of 8%, only by the vote or written assent of a majority of each class of members of the Association.

5.4 Special Assessments For Capital Improvements. In addition to the annual assessments authorized in Section 5.3, 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, related personal property and professional accounting and legal fees; provided that any such assessment shall require the written consent of at least 75% of each class of members of the Association in the Subdivisions and the written consent of 75% of each class of members of the Association in any then platted additional Sections, if any, of the Subdivision

5.5 Notice and Quorum for Any Action Authorized Under Subsections 5.3 and 5.4. Any action authorized under Sections 5.3 and 5.4 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 favored by a majority of the votes cast at such meeting, but such vote is less than the requisite percentage of each class of members, members who were not present in person or by proxy may give their consent in writing, provided the same is obtained by an officer or agent of the Association within 60 days of the date of such meeting.

5.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, including any additional Sections and may be collected on a monthly, quarterly, or yearly basis, provided, however, Lots owned by Developer upon which there is no residence constructed and Builders granted a temporary exemption pursuant to Section 5.1 shall not be subject to annual or special assessments.



5.7 Date of Commencement of Annual Assessments Due Dates. Annual assessments made under Section 5.3 shall commence as of the first day following the first conveyance of a Lot by Developer, excepting Lots owned by the Developer and Builders whose Lots are temporarily exempted. The first annual assessment shall be pro-rated to the date of closing. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of the date the annual assessment is due. Written notice of the annual assessment shall be given to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether an assessment on a Lot has been paid.

5.8 Effect of Nonpayment of Assessments/Remedies of the Association.

5.8.1 Any assessment not paid within 30 days after its due date shall bear interest from the due date at the rate of 12% per annum or at the maximum legal rate permitted by the State of Indiana which ever is greater.

5.8.2 The Association may bring an action against each Owner personally obligated to pay the same, and foreclose the lien of an assessment against a Lot. No Owner may waive or otherwise escape liability for the assessments made under the Covenants by non-use of the Common Area or abandonment of a Lot. The lien for delinquent assessments may be foreclosed in the same manner as mortgages are foreclosed in Indiana. The Association shall also be entitled to recover the attorney fees, costs and expenses incurred because of the failure of an Owner to timely pay assessments made under this Section 5.

5.9 Subordination of Assessment Lien to First Mortgage Liens. Except as otherwise provided in Article 5.1 hereof, the lien of the assessments made under the Covenants shall at all times be subordinate to the lien of any first mortgage. Any sale or transfer of any Lot shall not affect the assessment lien against it. No sale or transfer shall relieve an Owner or Lot from liability for any assessment subsequently becoming due, or from the lien of an assessment. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to assessments which become due prior to such sale or transfer.

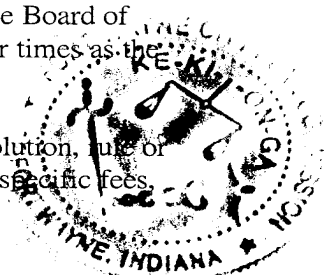
**Section 6. ESTABLISHMENT OF ASSESSMENTS.**

6.1 The Board of Directors of the Association. 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 the Owners of 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 the Owners 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 officer 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 this 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. MAINTENANCE OBLIGATION OF ASSOCIATION.**

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

7.2 Grounds Keeping Services. Grounds Keeping Services as hereinafter defined shall be provided by the Association for all Lots. For purposes hereof, Grounds Keeping Services shall consist of:

7.2.1 The maintenance of all landscaping, vegetation, grass, plants, trees and the like located upon each Lot, provided, however, that 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;

7.2.2 Snow removal from streets, driveways and sidewalks.

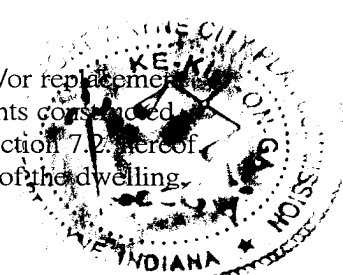
If a Unit actually sits on two Lots, the Owner shall be charged one annual assessment and an additional assessment for additional landscaping maintenance required to maintain both Lots. In the event that there is a fenced-in area upon a Lot, adequate access to this area shall be provided to enable the 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.

7.3 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 8. MAINTENANCE OBLIGATION OF LOT OWNERS.**

8.1. Owner's Responsibility.

8.1.1. 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 Services as set forth in Section 7.2 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 or her expense all structural, electrical, mechanical and plumbing elements thereof. Owners are strictly prohibited from performing any maintenance duties of the Association without the prior consent of the Board of Directors and the Architectural Control Committee.

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

8.2.1 Fail to perform the responsibilities as forth in Section 8.1 above; or

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

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

8.2.4 The Association, after approval by two thirds (2/3rds) vote of the Board of Directors and upon ten days prior written notice to the owner, 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 9. ARCHITECTURAL CONTROL.**

9.1 Construction Approval. No structure or improvement, including but not limited to, building, residence, garage, fence, wall, in-ground swimming pool and spa, exterior lighting, swing set, play equipment, permanent basketball goals or other structures for sports and recreation, statues, lawn ornaments, or other non-living landscaping ornamentation device or any other structure shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition (collectively, structures), change or alteration be made to a structure on a Lot unless and until the plans and specification showing the structure's nature, kind, shape, height, materials and location are submitted to and approved by the Architectural Control Committee in writing as to the structure's harmony of external design and location in relation to the surrounding structures and topography in the Subdivision. The Developer shall serve as the Architectural Control Committee until residences are constructed on all Lots in the Subdivision at which time the Board of Directors of the Association shall serve as the Architectural Control Committee. Until the Association succeeds to the Architectural Control Committee's responsibilities pursuant to Section 9.4, the Developer may from time to time, in writing, appoint another entity, individual, or group of individuals to act as its representative for the Developer in some or all matters regarding its rights, duties, and responsibilities under this Section 9. The burden of proof shall be upon the party submitting the plans and specifications (including any landscaping plans) to conclusively establish that the plans and specifications were actually submitted for approval and that the structure's harmony of external design and location in relation to the surrounding structures and topography in the Subdivision. The Developer shall have the right to temporarily exempt any Builder or Lot Owner from submitting landscaping plans. Such exemption may be revoked at any time by the Developer and the Lot Owner shall thereafter be required to submit for approval a landscaping plan and to install the approved landscaping pursuant to these covenants, including Article 9.5 hereof

9.2 Dwelling Façade. Front Exteriors. The front façade, of every residence constructed on the Lot shall have either brick, stone masonry, or such other materials as may be approved by the Architectural Control Committee from time to time.



9.3 Endorsement of Plans. The approval of the Architectural 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 specifications submitted for approval for use on other Lots.

9.4 Committee Authority. The Architectural Control Committee shall have the exclusive authority and responsibility to review plans for construction of all structures proposed to be constructed in the Subdivision. The Developer from time to time may delegate to its representative or to the Board of Directors (or such other entity designated in the Articles or Bylaws) of the Association the authority and responsibility to review plans for construction of fences; residential yard playground equipment and basketball poles in the Subdivisions. Such delegation shall be made in writing, signed by the Developer, and delivered or mailed to the Association's registered office.

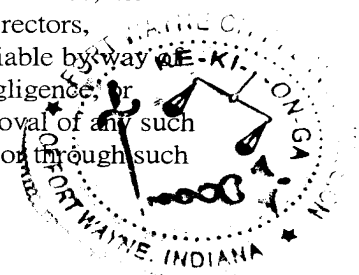
9.5 Board of Directors Authority. After residences are constructed on all Lots in the Subdivision, the Board of Directors (or such other entity designated under its Articles or Bylaws) of the Association shall then succeed to the Architectural Control Committee's responsibilities of Developer under this Section 6 to review construction, modifications and additions of any and all improvements and structures in the Subdivision, including by way of illustration and not limitation, the improvements and structures described in Section 9.1 hereof.

9.6 Time Constraint. In the event the Architectural Control Committee (or Board of Directors of the Association or other representative acting under Sections 9.1, 9.3, 9.4 or 9.5) fails to act to approve, modify, or disapprove the design and location of a proposed improvement or structure within 30 days after said plans and specifications have been submitted to it, approval will not be required, and approval under this Section 9 will be deemed to have been given.

9.7 Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the Architectural 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 the Properties unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Committee.

9.8 Right of Entry. Any agent or member of the Architectural Committee may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the Architectural Committee under construction or on or in which the agent or members have reason to believe that a violation of the covenants, restrictions, reservations, servitude or easements is occurring or has occurred.

9.9 Non-liability of Architectural Control Committee. Plans and specifications are not reviewed for engineering or structural design or quality of materials, or to assure that any improvements constructed pursuant thereto are located within recorded set backs established by either the Plat, the Covenants, or applicable zoning ordinances, or designed or constructed pursuant to Covenants or building codes, and by approving such plans and specifications, neither the Architectural Control Committee, the Developer, its representative, nor the Association assumes liability or responsibility therefor for any defect in any structure constructed from such plans and specifications, nor for any actions of any Builder in connection therewith. Neither the Architectural Control Committee, the Developer, its representative, the Association, the Board of Directors, nor the officer, directors, members, employees, agents, or any appointed representative of any of them shall be liable by way of legal or equitable relief or in damages to anyone by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval, modification, or disapproval of any such plans and specifications. Every Lot owner, for himself and for all parties claimed by or through such



Lot owner, agrees not to bring any action or suit against Architectural Control Committee, the Developer, its representative, the Association, the Board of Directors, or the officers, directors, members, employees, agents, or appointed representatives of any of them to recover seeking legal or equitable relief or damages and hereby releases all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provide that a general release does not extend to claims, demands, and causes of actions not known at the time this release is given.

9.10 Fences. Notwithstanding any other provisions to the contrary in this Section 9, the Architectural Committee may not approve construction or modification of any fence or any planting on any Lot which, in the Architectural 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 Architectural Committee to interfere 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 10. INSURANCE.**

10.1 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 shall be solely responsible therefore.

10.2 Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage covering all the Common Areas. The coverage shall be at least \$1,000,000.00 for bodily injury, including deaths 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 injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be canceled (including cancellation for non payment of premium) or substantially modified by any party, without at least 10 days' prior written notice to the Association.

10.3 Fidelity Bonds. The Association shall maintain a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, 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:

10.3.1 Fidelity bonds shall name the Association as an obligee.

10.3.2 The bonds shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of employee or similar terms of expressions.



10.3.3 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.

10.3.4 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.

10.5 Purchase of Insurance. All insurance purchased pursuant to this Section 10 shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgagees, 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.

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

10.7 Owners' Responsibility. Each Owner may obtain insurance, at such Owner's own expense, affording coverage upon his or her own personal property and for his or her own liability and living expenses as he or she deems advisable. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right of contribution.

10.8 Association as Agent. The Association is irrevocably appointed agent for each Owner, for each Owner of a mortgage upon a Unit and for each Owner of any other interest in a Unit 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.

10.9 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 as the Board may desire or those required by Institutional Mortgagees involved.

## **Section 11. PROHIBITED USES.**

11.1 Garbage and Trash. All garbage cans, firewood, trash containers, bicycles 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 or her 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.

11.2 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 Architectural Committee. Structures shall include, but not be limited to, play sets and/or jungle gym in-ground and above-ground pools, spas, hot tubs, and associated structures.



11.3 Pets and Animals. Pets and animals shall be permitted only as provided for in this Section.

11.3.1 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 of 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.

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

11.3.3 The animal/pet owner and the Unit owner of the Unit involved shall be strictly liable for damages caused to the Common Area by the animal/pet.

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

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

11.5.1 Prohibited Vehicles or Items. No boats, boat trailers, recreational vehicles, motor homes, truck, SUV, automobile, van, camper, or any other wheeled vehicle shall be permitted to be parked ungaraged on a Public Street for periods in excess of 48 hours, or for a period in which the aggregate is in excess of 8 days per calendar year. However, one automobile or SUV may park on Driveway.

11.5.2 Exception to 11.5.1 Above. The following vehicles shall not be subject to the parking restrictions contained in Section 11.5.1 above, and shall be entitled to park within the designated areas for parking in the Community, subject to the restrictions and provisions contained in Sections 11.5.2(a) through 11.5.2(e) below.

(a) 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.

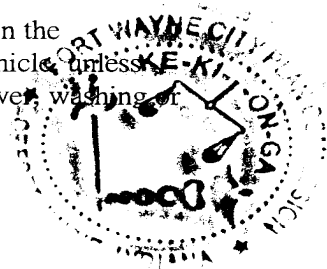
(b) Service and Delivery Vehicles, regardless of classification, during regular business hours and only for that period of time required to render the service or delivery in question.

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

11.5.3 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.

11.5.4 The following restrictions also apply

(a) No repair (including changing of oil) of a vehicle shall be made within the community 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) No vehicles of any nature shall be parked on any portion of the Properties or a Unit except on the surfaced parking area thereof. No parking will be permitted on sidewalks at any time.

11.5.5 Remedies of Towing. If upon the Association's provision of that notice 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 Community, 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 and vehicle 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 Unit and Owner in question, that is, against the Owner for himself/herself as the owner of the vehicle or for his or her family, lessees, guests, employees, visitors, etc. as owner(s) of the vehicle (as such, the Unit Owner is liable for the vehicle violations of his or her family, lessees, guests, visitors, etc.), and the charge shall be collected as provided in this Section.

11.5.6 Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle towed, the Association shall have the right to seek compliance with this Section 11.5 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 11.5.

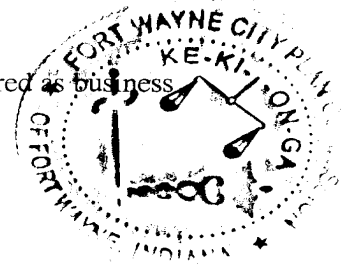
11.6 Signs. No sign of any kind shall be displayed to the public view on a Lot or Unit without the prior consent of the Board of Directors, except signs used by a builder to advertise a Lot during the construction and sales periods and signs used by Realtors to advertise the home for sale.

11.7 No Business Activity. No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, 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, sanitarium asylum or institution shall be erected, maintained, operated, carried on, permitted or conducted on the Properties. Also prohibited are garage sales, yard sales and the like. Notwithstanding the foregoing, the following shall apply:

11.7.1 Home Occupations. No Lot shall be used for any purposes 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 that 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 other than is customarily used in an office-at-home or by home hobbyist, and which is generally unsuitable for commercial applications.

11.7.2 The practice of leasing Units shall not be considered as a business activity under this Section 11.7.

11.7.3 The business of operating the Association shall not be considered as business activity under this Section 11.7.



11.8 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.

11.9 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 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.

11.10 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.

11.11 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 residence, shall be attached to a residence 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. No satellite receiving disk, or dish in excess of one meter in diameter (or as shall be 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 8.

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

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

11.14 Sidewalks. Motorized vehicles with the exception of golf carts are not permitted on the sidewalks or pass thru easements on the Properties. This excludes wheelchairs or other devices employed by the handicapped. Golf cart use is allowed as long as care is taken to ensure the safety and comfort of other residents, the Board has the right to restrict golf cart usage by those deemed to be a hazard to themselves, others, private property, or community property.

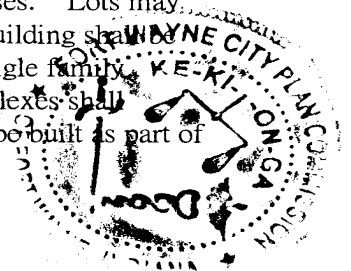
11.15 Watercraft and Water Sports. No watercraft of any description is permitted on any pond. No swimming, fishing or skating is permitted in or on any pond.

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

11.17 Use. No person shall use the Units or any parts thereof, in any manner contrary to this Declaration.

## **Section 12. GENERAL PROVISIONS.**

12.1 Use. Lots may not be used except for single family residential purposes. Lots may not be used in violation of the Age Restrictions set forth in Section 14 hereof. 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 except Duplexes 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.

12.2 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 950 square feet for a one-story residence, or less than 1,000 square feet of total living area (excluding one-story open porches, breezeways and garages), for a residence that has more than one story.

12.3 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 an interior Lot line. No dwelling shall be located on an interior Lot nearer than 25 feet to the rear Lot line.

12.4 Minimum Lot Size. No attached or free standing or detached single family residence shall be erected or placed on a Lot having a width of less than 25 feet at the building line, nor shall any attached single family residence be erected or placed on any Lot having an area of less than 1,200 square feet.

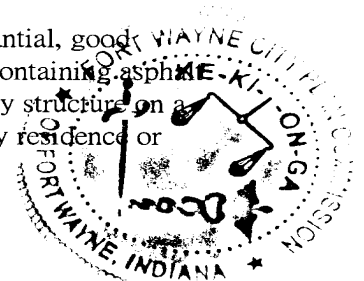
12.5 Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and over the rear 10 feet of each Lot. No Owner shall erect on a Lot, or grant to any entity the right, license, or privilege to erect or use, or permit the use 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 residence 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 residence or 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.

12.6 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 proper public authority shall have 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.

12.7 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.

12.8 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.

12.9 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.





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

12.11 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 the real estate 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.

12.12 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.

12.13 Completion of Infrastructure. Before any residence on a Lot shall be used and occupied as such, 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.

12.14 Certificate of Compliance. Before a Lot may be used or occupied, such user or occupier shall first obtain from the City of Fort Wayne Plan Commission the improvement location permit and certificate of compliance required by the City of Fort Wayne Plan Commission.

12.15 Enforcement. The Association, Developer 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, Developer or an Owner to enforce any provisions in the Covenants shall in no event be deemed a waiver of the right to do so later.

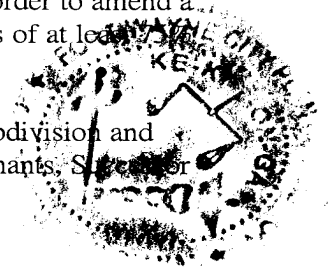
12.16 Invalidation. Invalidation of any one of these Covenants by judgment or court order shall not affect the remaining provisions, and such provisions shall remain in full force and effect.

12.17 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.

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

12.18.1 After primary residences are constructed on all Lots in the Subdivision and certificates of compliance are issued by the Plan Commission for such residences, in order to amend a provision of these Covenants, an amendatory document must be signed by the Owners of at least 50% of the Lots in the Subdivision of Stone Gate Villas.

12.18.2 Until primary residences are constructed on all Lots in the Subdivision and certificates of compliance are issued for those residences, in order to amend the Covenants, the Developer shall



Developer, in addition to those persons whose signatures are required under Section 14.18.1, also must sign the amendatory document.

12.18.3 Notwithstanding the provision of Section 12.18.1, Developer and its successors and assigns shall have the exclusive right for a period of four years from the date the Plat and these Covenants are recorded, to amend any of the Covenant provisions (except Section 12.2) without approval of the Owners.

12.18.4 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.

12.18.5 There may be incorporated as 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.

12.19 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 adjoining 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 12.4.

12.20 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 provisions 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.

12.21 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 1 through 41. Installation of such sidewalks shall be the obligation of the homeowner. 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.

12.22. Flood Protection Grades. In order to minimize potential damage to residences from surface water, minimum flood protection grades are hereby established as set forth below. All residences on such Lots shall be constructed so that the minimum elevation of the first floor, or the minimum sill elevation of any opening below the first floor, equals or exceeds the applicable minimum

flood protection grade established in this Section 10. The flood protection grades shall be Mean Sea Level and shall be as follows:

Lots 1 through 6	828.5 feet Mean Sea Level
Lots 26 through 31	845.0 feet Mean Sea Level
Lot 41	822.0 feet Mean Sea Level

12.23 Mandatory Solid Waste Disposal. City of Fort Wayne contracts for Solid Waste Disposal. Each owner shall be obligated to pay for such Solid Waste Disposal through Monthly Invoicing from Fort Wayne City Utilities.

**Section 13. HOUSING FOR PERSONS WHO ARE 55 YEARS OF AGE OR OLDER.**

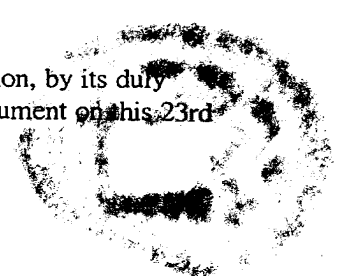
The Real Estate and all Lots are intended and shall be operated as a community providing housing for older persons in compliance with the Fair Housing Act (42 U.S.C. §§ 3601, *et seq.*) and the State of Indiana Fair Housing Act (IND. CODE § 22-9.5-1-1 *et seq.* and the exemptions provided in IND. CODE § 22-9.5-3-4), each as may be amended, from time to time. Each Lot shall be occupied by at least one person 55 years of age or older. Persons under the age of 55 may occupy and reside in a Unit on a Lot as long as at least one of the occupants is 55 years of age or older. Notwithstanding anything to the contrary, at least 80% of the Lots and residences located thereon subject to this Declaration shall be occupied in the manner required herein and Developer shall have the power to allow up to 20% of the Units in the properties to be occupied by persons who do not meet the criteria set forth herein. The Developer and the Association shall have the further authority to make rules and regulations to ensure continued enforceability of these Age Restrictions consistent with the Fair Housing Act, as amended from time to time.

In the event an Owner becomes the Owner of a Lot or Unit by operation of law, such as inheritance or devise, or when a Lot Owner dies and the Lot Owner's surviving spouse is under age 55 and becomes the sole occupant, said persons may continue to occupy the Lot or Unit even though they are under the age of 55 with the intent that at least 80% of the Lots and residences subject to this Declaration at such time shall be occupied in the manner required herein. Each currently existing Lot Owner shall deliver to the Association within 30 days after the date of this Plat documentation verifying the Owner's or the occupants age. All persons seeking to become record title owners to a Lot or seeking to occupy a Lot or Unit after the effective date of this Plat shall deliver to the Association documentation verifying said persons age. The Association shall prepare and make available to all Owners and occupants a form (hereinafter referred to as the "Verification of Age Form") for use in verifying said Owner or occupants age. It shall be the responsibility of the Owner of a Lot or Unit, and not of the Association, to provide a perspective purchaser, lessee or occupant with a Verification of Age Form to be completed and returned to the Association prior to the completion of any sale or lease of a Lot or Unit.

The owners of lots in the subdivision and their successors-in-title shall waive and release any and all rights, which they may have or hereafter have to remonstrate against or otherwise object to, interfere with, or oppose any pending or future farming or equine operations adjacent to this site.

IN WITNESS WHEREOF, QSW Development, Corp., an Indiana corporation, by its duly authorized President, Joseph L. Zehr, Owner of the Real Estate, has signed this document on this 23rd day December, 2015.

Developer

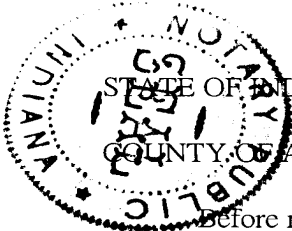


QSW Development Corp.

By: \_\_\_\_\_

Printed Name: Joseph L. Zehr

Its: President



STATE OF INDIANA )

) SS:

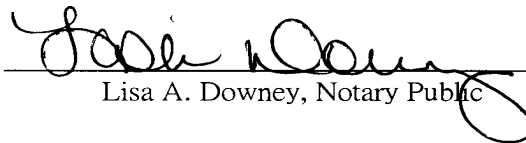
COUNTY OF ALLEN )

Before me, a Notary Public in and for said County and State, this 23rd day of December, 2015 personally appeared Joseph L. Zehr known to me to be the duly authorized President of QSW Development Corp., and acknowledged the execution of the above and foregoing as his voluntary act and deed and on behalf of said corporation for the purposes and uses set forth in this document.

Witness my hand and notarial seal.

My Commission Expires

10/17/2019

  
\_\_\_\_\_  
Lisa A. Downey, Notary Public

Resident of Allen County, Indiana

This instrument prepared by Vincent J. Heiny, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (260) 426-0444.

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. Lisa Downey.

