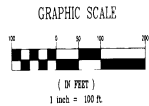


SHOREWOOD SECTION III

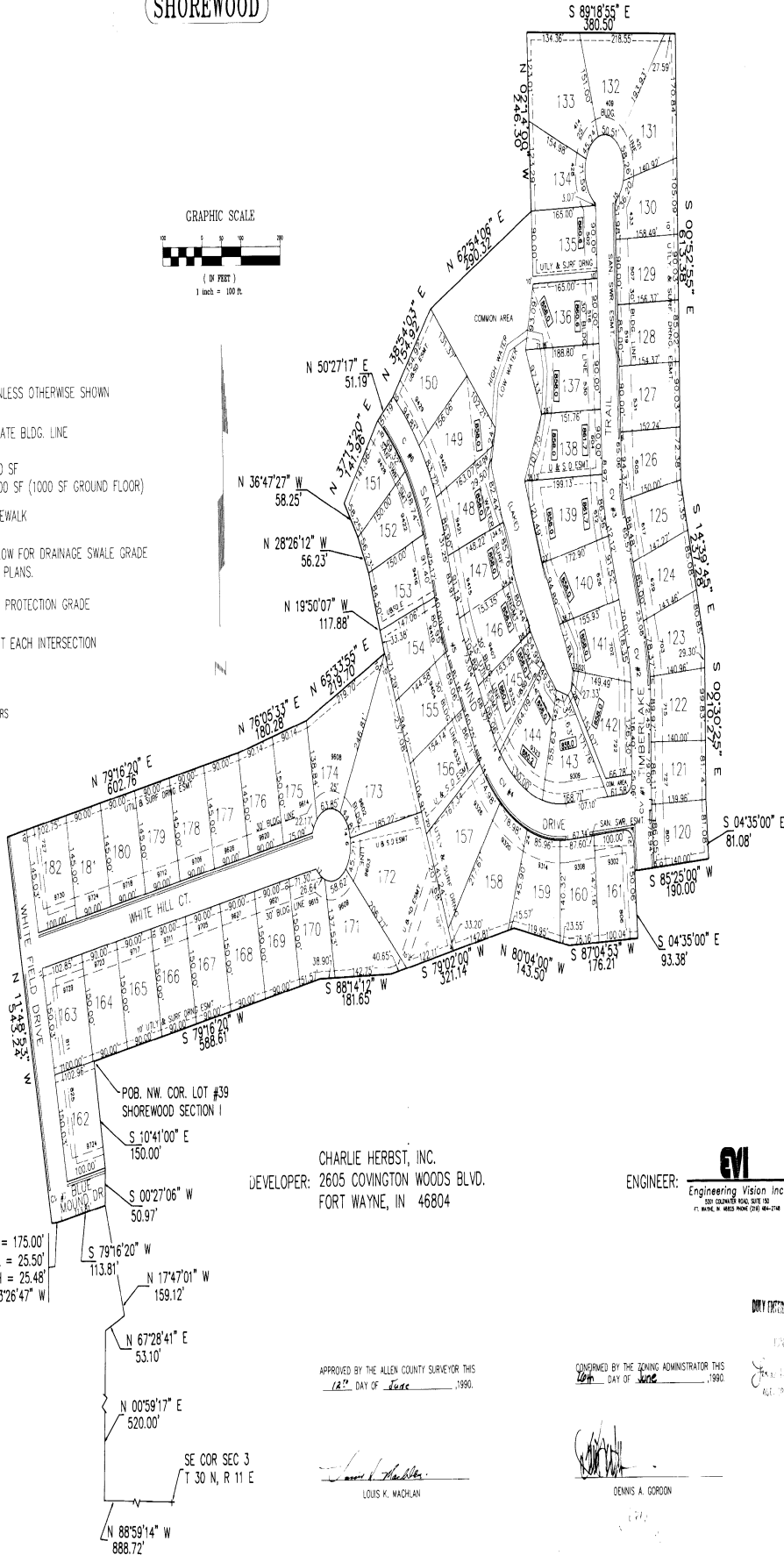
PLAT C&B "B" PAGE "27"

50-026117

SHOREWOOD



- NOTES: ALL INTERSECTION RADII = 20'
- ALL BUILDING LINES ARE 30' UNLESS OTHERWISE SHOWN
 - COR. LOTS HAVE A 20' ALTERNATE BLDG. LINE
 - MIN. HOUSE SIZE : 1-STY. 1300 SF
2-STY. 1800 SF (1000 SF GROUND FLOOR)
 - DENOTES 4' SIDEWALK
 - ALL BURIED UTILITIES MUST ALLOW FOR DRAINAGE SWALE GRADE ELEVATIONS AS FOUND ON THE PLANS.
 - DENOTES MINIMUM FLOOD PROTECTION GRADE
 - STREET LIGHT TO BE PLACED AT EACH INTERSECTION
 - 1/2" IRON PIN SET AT ALL LOT CORNERS



LOT CURVE DATA				
LOT	RADIUS	LENGTH	CHORD	DELTA
120	200.00'	7.11'	7.11'	02°02'17"
121	200.00'	7.11'	7.11'	02°02'17"
122	250.00'	17.52'	17.52'	04°00'55"
123	250.00'	55.29'	55.17'	17°40'14"
124	200.00'	22.91'	22.89'	06°13'44"
125	200.00'	29.31'	29.29'	08°13'50"
126	50.00'	36.20'	35.41'	41°28'42"
127	50.00'	58.26'	55.02'	66°45'55"
128	50.00'	50.51'	48.39'	57°52'43"
129	50.00'	45.24'	43.71'	51°50'14"
130	50.00'	17.59'	16.63'	82°02'26"
131	250.00'	65.27'	65.09'	14°57'34"
132	200.00'	48.34'	48.22'	13°50'54"
133	200.00'	9.80'	9.80'	02°50'15"
134	200.00'	61.61'	61.37'	17°39'04"
142	200.00'	130.00'	127.72'	37°14'32"
143	200.00'	37.69'	37.63'	10°47'51"
144	200.00'	31.85'	31.82'	09°07'28"
145	200.00'	7.23'	7.22'	02°04'12"
146	400.00'	54.85'	54.61'	07°49'41"
147	400.00'	83.72'	83.57'	11°59'10"
148	400.00'	94.81'	94.59'	13°34'52"
149	350.00'	99.37'	98.99'	16°15'35"
150	350.00'	98.74'	98.41'	16°09'48"
151	350.00'	16.23'	16.23'	02°39'25"
152	250.00'	40.95'	40.90'	09°23'06"
153	250.00'	7.90'	7.89'	01°48'34"
154	250.00'	26.46'	26.45'	06°03'54"
155	250.00'	74.98'	74.70'	17°11'00"
156	250.00'	78.98'	78.65'	18°06'00"
157	250.00'	85.86'	85.53'	19°42'00"
158	250.00'	20.25'	20.25'	04°38'34"
159	50.00'	28.64'	28.33'	30°31'54"
160	50.00'	59.62'	55.32'	67°04'40"
161	50.00'	45.71'	44.13'	52°22'30"
162	50.00'	63.85'	59.60'	32°07'07"
163	50.00'	22.17'	21.99'	29°24'03"

STREET CURVE DATA					
CURVE #	STREET NAME	RADIUS	LENGTH	CHORD	DELTA
CV #1	Timberlake Trail	200.00'	14.23'	14.23'	04°04'15"
CV #2		250.00'	58.24'	58.04'	16°41'09"
CV #3		200.00'	52.22'	52.07'	14°57'54"
CV #4	Sol Wind Drive	250.00'	286.63'	271.19'	65°41'27"
CV #5		200.00'	229.30'	216.95'	65°41'27"
CV #6		250.00'	48.84'	48.71'	11°11'40"
CV #7	Blue Mound Drive	175.00'	25.50'	25.48'	08°20'53"

B.M. TOP OF OPERATING NUT ON THE FIRE HYDRANT AT THE INTERSECTION OF TIMBERLAKE AND WHITE SHELL DRIVE. ELEV.=861.80

DEVELOPER: CHARLIE HERBST, INC.
2605 COVINGTON WOODS BLVD.
FORT WAYNE, IN 46804

ENGINEER: **EVI**
Engineering Vision Inc.
300 COUNTRY ROAD SUITE 100
FT. WAYNE, IN 46804

APPROVED BY THE ALLEN COUNTY SURVEYOR THIS 12th DAY OF June 1990.

CONFERMED BY THE ZONING ADMINISTRATOR THIS 12th DAY OF June 1990.

LOUIS K. WACHLAN

DENNIS A. GORDON

DATE: JANUARY 8, 1990
REVISED: FEBRUARY 9, 1990
MAY 25, 1990

THE UNDERSIGNED HAS DETERMINED THAT LOTS 120-162 FOR SHOREWOOD SECTION III ARE OUTSIDE THE FLOOD PLAIN AS SHOWN IN THE COPY OF FLOODING AND URBAN DEVELOPMENT FLOOD INSURANCE BOUNDARY MAP #18 FOR ALLEN COUNTY, INDIANA DATED FEBRUARY 27, 1978

I, MARK L. STRONG, HEREBY CERTIFY THAT I AM A LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA. THAT THIS PLAN CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON JANUARY 8, 1990. THAT ALL MARKERS SHOWN THEREON ACTUALLY EXIST AND THAT THEIR LOCATIONS, SIZE, TYPE AND MATERIAL ARE ACCURATELY SHOWN.

MARK L. STRONG, LS #50295

LEGAL DESCRIPTION AND DEDICATION
for
SHOREWOOD, SECTION III

90-026117

PLAT CAB "B" Page 27

The undersigned, CHARLIE HERBST, INC., being the fee simple owner of the real estate in Allen County, Indiana, described on Exhibit A attached hereto, by virtue of those certain deeds recorded as Document Nos. 88-32117, 89-017851, and 89-011141 in the Office of the Recorder of Allen County, Indiana, does hereby lay off, plat, subdivide and dedicate said real estate in accordance with the information shown on the plat, being the certified plat appended hereto and incorporated herein. The subdivision shall be known and designated as SHOREWOOD, SECTION III.

The lots are numbered 120 through 182, both inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. The ground designated "Common Area" shall be Common Area and the ground designated "Lake" shall be Lake. All streets and easements specifically shown or described are hereby dedicated to the public for their usual and intended purposes.

Said subdivision is subject to the Protective Restrictions, Covenants, Limitations and Easements for Shorewood, Section III, which are attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 28 day of June, 1990.

DULY ENTERED FOR TAXATION CHARLIE HERBST, INC.

JUN 29 1990

Judith K. Bloom
AUDITOR OF ALLEN COUNTY

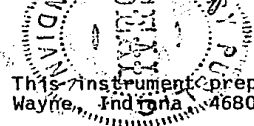
By: *Charles A. Herbst*
Charles A. Herbst, President

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

INSTRUMENT V 4097

Before me, the undersigned, a Notary Public in and for said County and State, this 28th day of June, 1990, personally appeared Charles A. Herbst, the President of Charlie Herbst, Inc., to me known to be such officer of said corporation, and acknowledged the execution of the foregoing instrument for and on behalf of said corporation and by its authority. Witness my hand and notarial seal.

My Commission Expires: 5 February 1993



Sharon A. Bryan
Notary Public SHARON A. BRYAN
County of Residence: Allen

This instrument prepared by William D. Swift, Attorney, 590 Lincoln Tower, Fort Wayne, Indiana 46802.

90 JUN 29 AM 10:46
ALLEN COUNTY RECORDER
Sharon A. Bryan

59-00
CP

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LEGAL DESCRIPTION FOR SHOREWOOD SECTION III

Part of Section 3, Township 30 North, Range 11 East, Allen County, Indiana, more particularly described as follows: Commencing at the Northwest corner of lot # 39 in Shorewood Section I, a subdivision in the aforesaid Section, Township, and Range; thence South 10 degrees 41 minutes 00 seconds East, 150.00 feet; thence South 0 degrees 27 minutes 06 seconds West, 50.97 feet; thence South 79 degrees 16 minutes 20 seconds West, 113.81 feet; thence 25.50 feet along a curve deflecting to the right and having a radius of 175 feet, being subtended by a chord having a length of 25.48 feet and a bearing of South 83 degrees 26 minutes 47 seconds West; thence North 11 degrees 48 minutes 53 seconds West, 543.24 feet; thence North 79 degrees 16 minutes 20 seconds East, 602.76 feet; thence North 76 degrees 05 minutes 33 seconds East, 180.28 feet; thence North 65 degrees 33 minutes 55 seconds East, 219.70 feet; thence North 19 degrees 50 minutes 07 seconds West, 117.88 feet; thence North 28 degrees 26 minutes 12 seconds West, 56.23 feet; thence North 36 degrees 47 minutes 27 seconds West, 58.25 feet; thence North 37 degrees 13 minutes 20 seconds East, 141.96 feet; thence North 50 degrees 27 minutes 17 seconds East, 51.19 feet; thence North 38 degrees 54 minutes 03 seconds East, 154.92 feet; thence North 62 degrees 54 minutes 06 seconds East, 290.32 feet; thence North 02 degrees 14 minutes 00 seconds West, 246.30 feet; thence South 89 degrees 18 minutes 55 seconds East, 380.50 feet; thence South 00 degrees 52 minutes 55 seconds East, 613.38 feet; thence South 14 degrees 39 minutes 45 seconds East, 237.28 feet; thence South 00 degrees 30 minutes 25 seconds East, 210.27 feet; thence South 04 degrees 35 minutes 00 seconds East, 81.08 feet; thence South 85 degrees 25 minutes 00 seconds West, 190.00 feet; thence South 04 degrees 35 minutes 00 seconds East, 93.38 feet; thence South 87 degrees 04 minutes 53 seconds West, 176.21 feet; thence North 80 degrees 04 minutes 00 seconds West, 143.50 feet; thence South 79 degrees 02 minutes 00 seconds West, 321.14 feet; thence South 88 degrees 14 minutes 12 seconds West, 181.65 feet; thence South 79 degrees 16 minutes 20 seconds East, 588.61 feet to the point of beginning containing 27.81 acres of land more or less and being subject to all easements of record.

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PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS AND EASEMENTS APPENDED TO
AND MADE A PART OF THE DEDICATION
AND PLAT OF SHOREWOOD, SECTION III
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

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

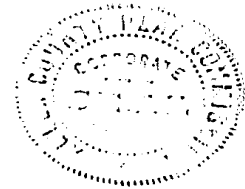
PREFACE

SHOREWOOD is a tract of real estate in Aboite Township which will ultimately be subdivided into residential Lots, Lakes and Common Areas. Developer has caused an Indiana not-for-profit corporation to be formed with the name SHOREWOOD COMMUNITY ASSOCIATION, INC., it being Developer's intention that each Owner of a Lot in each Section of SHOREWOOD shall be a member of said Community Association and shall be bound by its Articles of Incorporation and By-Laws. It shall be the obligation of the Association to make provisions for maintenance of all Common Areas and Lakes located in all sections of SHOREWOOD.

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

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the SHOREWOOD COMMUNITY ASSOCIATION, INC., a not-for-profit corporation formed under the laws of the State of Indiana, its successors and assigns.



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Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties; provided, however, that with respect to any Lot subject to a contract for conditional sale of real estate, the contract purchaser, rather than the holder of the fee simple title, shall be deemed the Owner.

Section 3. "Properties" shall mean and refer to that certain real estate herein described, and all prior and future platted sections of SHOREWOOD together with any other additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners, said areas being designated on the plats of the various sections of SHOREWOOD as "Common Areas". The "Common Areas" in this Section III lie between Lots 142 and 143, between Lots 135 and 136 and at the north end of the Lake adjoining Lots 135, 136, 149 and 150.

Section 5. "Lakes" shall mean the storm water detention basins owned by the Association that are a part of the Storm Water Drainage System set up to handle the runoff of surface waters from all Sections of SHOREWOOD, said areas being designated on the plats of the various Sections of SHOREWOOD as "Lakes". The Lake area in this Section III is designated as "Lake" on the plat.

Section 6. "Lot" shall mean either any of said Lots as platted or any tract or tracts of land as conveyed originally or by subsequent Owners, which may consist of one or more Lots or parts of one or more Lots as platted upon which a residence may be erected in accordance with the restrictions hereinabove set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no tract of land consisting of part of any one Lot or parts of more than one Lot shall be considered a "Lot" unless said tract of land has a frontage of 70 feet in width at the established building line as shown on this plat.

Section 7. "Developer" shall mean Charlie Herbst, Inc., its successor or successors in interest as such Developer, as designated by it or its successors.

Section 8. "Subdivision" shall mean SHOREWOOD and all of its platted sections.

Section 9. "Storm Water Drainage System" shall mean the storm water detention basins together with their outlet and water level control structures set up to handle the runoff of surface waters from all Sections of SHOREWOOD.

ARTICLE II
COMMON AREAS, LAKES AND STORM WATER DRAINAGE SYSTEM

Section 1. Maintenance of the Lakes. It shall be the obligation of the Association to make provision for the aesthetic maintenance of the Lakes located within each section of SHOREWOOD, including by way of illustration but not by way of limitation, weed control and insect control.



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Section 2. Maintenance of the Storm Water Detention System. It shall be the obligation of the Association to make provision for the operation, maintenance, repair and replacement, if necessary, of the Storm Water Drainage System, including the storm water detention basins and their outlet and water control structures, as filed with the Allen County Plan Commission in conjunction with the approval of each Section of SHOREWOOD, including but not limited to (1) the payment of taxes and insurance in connection therewith, (2) the repair, replacement and improvements thereto, and (3) the payment of costs of labor and equipment and materials required in the management, supervision, maintenance and repair thereof.

The Owner of any Lot in any Section of SHOREWOOD and/or the Allen County Drainage Board, or its successor agency, shall have the right to order the Association to carry out its obligation to maintain, repair and/or replace the Storm Water Drainage System, as above provided, and to assess the Owners of all Lots in all Sections of SHOREWOOD with the cost thereof.

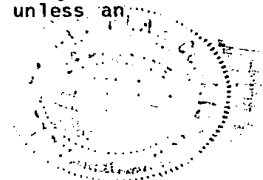
Section 3. Maintenance of the Common Areas. It shall be the obligation of the Association to make provision for the operation, maintenance, repair and replacement, if necessary, of the Common Areas located within each Section of SHOREWOOD.

Section 4. Conveyance. The Lakes and Common Areas in each Section of SHOREWOOD will be deeded to the Association as soon as all improvements thereto have been completed by Developer. The Association shall accept such conveyance, and thereafter be responsible for the maintenance and subsequent improvement of said Common Areas and Lakes.

ARTICLE III COMMON AREA PROPERTY RIGHTS

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

- a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- b. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association; and
- c. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an



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instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

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

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot in the Properties shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot.

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

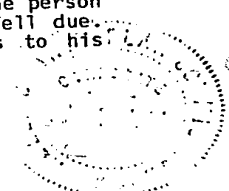
Class A. Class A members shall be all Owners exclusive of Charlie Herbst, Inc. and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be Charlie Herbst, Inc. and shall be entitled to three (3) votes for each Lot owned. Class B Membership shall cease and be converted to Class A Membership upon the happening of either of the following events, whichever occurs earlier:

- a. When fee simple title to 75% of the Lots in the Subdivision have been conveyed by Charlie Herbst, Inc., or;
- b. On December 31, 2010.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner, exclusive of Charlie Herbst, Inc., hereby covenants, and each Owner of any Lot by acceptance of a deed therefor whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. All of the aforesaid assessments are to be established and collected as hereinafter provided. All assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.



Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to (1) promote the recreation, health, and welfare of the residents in the Subdivision, (2) for the improvement and maintenance of the Common Areas and the facilities thereon, (3) for the care, preservation, supervision, improvement and maintenance and the operation by the Association of the Storm Water Drainage System, including the storm water detention basin or basins together with their outlet and water level control structures, (4) for the aesthetic maintenance of the lakes, and (5) for such other community purposes as the Association may properly determine.

Section 3. Maximum Annual Assessment.

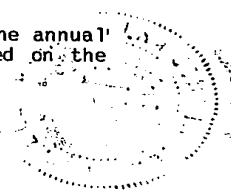
- a. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Fifty-Five Dollars (\$55.00) per Lot.
- b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.
- c. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by the vote or written assent of 51% of each class of members.
- d. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Storm Water Drainage System. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any new construction or repair or replacement thereof of the Storm Water Detention System.

Section 5. Notice and Quorum For Any Action Authorized Under Section 3. Any action authorized under Section 3 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite percentage of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 6. Uniform Rate of Assessment. All assessments must be fixed at a uniform rate for all Lots assessed, and may be collected on a monthly or yearly basis.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all Lots affected on the



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first day of the month following conveyance of the first Lot in SHOREWOOD, Section III to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the day of its issuance.

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

Section 9. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. 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 payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, wall or other structure of any kind whatsoever, nor any exterior addition to or change or alteration therein (all such buildings, fences, walls, structures, additions, changes, and alterations being herein called "improvements") shall be commenced, erected or maintained upon any Lot until two (2) sets of plans and specifications showing the nature, kind, shape, height, materials, and the location of the same shall have been submitted to and approved in writing as to harmony of external design and the location in relation to surrounding structures and topography by the Architectural Control Committee, such Committee to be initially appointed by the Developer and composed of three (3) members, the first Committee members to be: Charles A. Herbst, Marjorie J. Herbst and Scott A. Herbst. In the event of death or resignation of any member of the Committee, the Developer shall have full authority to designate a successor until such time as all homes in the Subdivision have been constructed. Thereafter in the event of the death or resignation of any member of the Committee, the Board of Directors of the Association shall have full authority to designate a successor. Except for the initial three members or any successor member appointed by Developer, each member of this committee must be an Owner of a Lot in the Subdivision. The Board of Directors shall also have full authority to remove any member, except the initial three members or any successor member appointed by Developer, from

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the Committee by means of a majority vote of the Board and to appoint a successor. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. All improvements shall be constructed in accordance with the plans and specifications submitted to and approved in writing by the Architectural Control Committee, and any improvements not so constructed shall be subject to immediate removal and the Lot shall be restored to its condition prior thereto, all at Owner's expense. In the event the Association shall prevail in any litigation brought for the purpose of enforcing compliance with the provisions of this Article or Article VI hereof, it shall be entitled to recover from the defendant(s) reasonable attorney fees and costs incurred by the Association in such enforcement.

ARTICLE VII
GENERAL PROVISIONS

Section 1. No Lot shall be used except for residential purposes. No building shall be erected, altered placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height. Each house shall include not less than a two-car garage, which shall be built as part of said structure and attached thereto.

Section 2. No building shall be built on any Lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeway, or garage, of less than that shown on the table on the face of the plat.

Section 3. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than seven (7) feet to an interior Lot line. No dwelling shall be located on any interior Lot nearer than twenty-five (25) feet to the rear Lot line.

Section 4. No dwelling shall be erected or placed on any Lot having a width of less than seventy (70) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any Lot having an area of less than 6,250 square feet.

Section 5. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No Owner of any Lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any house or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Lots and shall carry not

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less than three (3) wires and have a capacity of not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn or landscaping which may result from installation, repair or maintenance of such service.

Section 6. Surface Drainage Easements as shown on the plat are intended for either periodic or occasional use as conductors for the flow of surface water run-off to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstructions exist and to repair and maintain, or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

Section 7. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

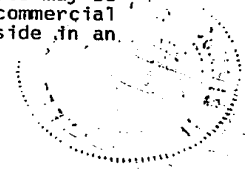
Section 8. No structure of a temporary character, trailer, camper or camping trailer, mobile home, motor home, travel trailer, semi-tractor, boat, boat trailer, above-ground pool, clothes lines, basement, tent, shack, garage, barn, detached storage shed, dog house, or other outbuilding shall be either used or located on any Lot at any time or used as a residence either temporarily or permanently, with the exception of cabanas approved by the Architectural Control Committee used in connection with in-ground swimming pools.

Section 9. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot, one sign of not more than six square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 10. No radio or television antenna or satellite receiver ("dish") with more than thirty (30) square feet of grid area or which attains a height in excess of six (6) feet above the highest point of the roof shall be attached to any dwelling house. No free standing or detached radio or television antenna, satellite receiver ("dish"), or similar structure shall be permitted on any Lot.

Section 11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 12. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs, cats or other household pets (1) may not be left outside in an



Owner's absence, (2) must be leashed at all times when outside, and (3) must be restrained from barking, howling and yelping. Owners are responsible for clean-up of pet excreta in streets as well as in Owner's and neighbors' yards.

Section 13. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators or outside incinerators shall be kept or allowed on any Lot. All containers for the storage of such material shall be kept in a clean and sanitary condition and be concealed by either being buried or kept in the garage or an enclosure attached to the main structure.

Section 14. All buildings shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any building on any Lots of said Subdivision, and no roll roofing of any description or character shall be used on the roof of any dwelling house or attached garage on any of said Lots. No free standing solar panels, chasers, or similar structures shall be permitted upon any Lot. Solar panels, chasers, or similar structures may be attached to the roof of a dwelling; however, they may not extend higher than four (4) inches from the surface of the roof. Further, no log cabins shall be permitted upon any Lot.

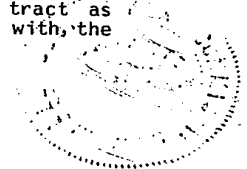
Section 15. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width.

Section 16. No individual water supply system, or individual sewage disposal system shall be installed, maintained or used on any Lots in this subdivision.

Section 17. In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby reserved and granted to all Public Utility Companies, the proprietors of the land herein platted, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 18. No rain and storm water run off or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewer System, which shall be a separate sewer system from the Storm Water and Surface Water Run Off System. No sanitary sewage shall at any time be discharged or permitted to flow into the above-mentioned Storm Water and Surface Water Run Off Sewer System.

Section 19. Before any house or building on any Lot or tract in this Subdivision shall be used or occupied as a dwelling or as otherwise provided by the Subdivision restrictions above, the Developer or any subsequent Owner of said Lot or tract shall install improvements serving said Lot or tract as provided in said plans and specifications for this Subdivision filed with, the



Board of County Commissioners. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana, or by an aggrieved Lot Owner in this Subdivision.

Section 20. Before any Lot or tract may be used or occupied, such user or occupier shall first obtain from the Allen County Zoning Administrator the Improvement Location Permit and Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Section 21. The Association, Charlie Herbst, Inc., or any Owner shall have the right to enforce, by any proceedings, at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions. Failure by, the Association, Charlie Herbst, Inc., or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

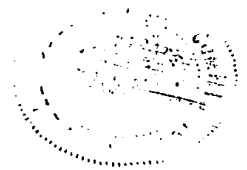
Section 22. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 23. No Lot or combination of Lots may be further subdivided until approval therefor has been obtained from the Allen County Plan Commission.

Section 24. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date these covenants and restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these covenants and restrictions may be amended by an instrument signed by not less than 75% of the Lot Owners, and provided further, Charlie Herbst, Inc. its successors or assigns, shall have the exclusive right for two (2) years from the date of recording of the plat to amend any of the Covenants and Restrictions, with the approval of the Allen County Plan Commission, except Section 2 above.

Section 25. All easements as dedicated on the face of the plat shall be kept free of all permanent structures, and the removal of any obstructions by the utility company shall in no way obligate the utility company in damages or to restore to its original form. All obstructions, structures, shrubbery, trees or other installation thereon whether temporary or permanent shall be subject to the paramount right of the utility to install, repair, maintain or replace its utility installation.

Section 26. Notwithstanding anything in these restrictions to the contrary otherwise providing, Charlie Herbst, Inc. and his assigns shall have the right from time to time to maintain a field office and sales office and model homes on any Lot or parcel within this subdivision and shall have the further right to place, light, and maintain signs promoting the development of the Subdivision and the sales of Lots and new homes within the Subdivision. Such signs, and any lighting thereof, shall be of a size and design as determined solely by Developer.



Section 27. No bare wire, metal or chain link fences will be permitted on any Lot. No fences will be permitted on any Lot without the prior written approval of the Architectural Control Committee as required under Article VI hereof. Maximum fence height on Lots 137 through 148 both inclusive, shall be 36 inches and maximum fence height on all other Lots shall be 72 inches, except the owners of Lots 142 and 143 shall be permitted to construct fences on the sides of those Lots adjoining the Common Area not in excess of 72 inches in height.

Section 28. Each dwelling will cause a yard light or other illuminating device to be installed in the front yard approximately fourteen (14) feet nor more than sixteen (16) feet from the edge of the curb along the public right-of-way. Such yard light or illuminating device will be of such design and construction as shall be approved by the Architectural Control Committee. Any change in the location of said yard light or other illuminating device must first be approved by the Allen County Plan Commission or its successor agency. The Owners of said dwelling upon which said yard light or other illuminating device shall have been installed shall cause said yard light or other illuminating device to be illuminated at all times other than daylight hours.

Section 29. No horses and no motorized vehicles, including but not limited to snowmobiles and motorcycles, go-carts, and all terrain vehicles, shall be permitted on any of the easements, except such as are necessary in connection with utility uses.

Section 30. No swimming pool, hot tub, or fixture containing more than 150 gallons of water shall be permitted above ground level on any Lot. Any swimming pool, hot tub, or fixture containing water that is below ground level must be completely enclosed by a "privacy fence" that is not less than six (6) feet in height.

Section 31. No unlicensed or unregistered automobiles or motorized vehicles may be parked or maintained on any Lot. No motor vehicle may be disassembled or be allowed to remain in a state of disassembly on any Lot but, instead, shall be equipped at all times for on-road driving.

Section 32. No pole lighting erected by a Lot Owner shall exceed six (6) feet in height nor shall lighting attached to a dwelling be above the roof line.

Section 33. Nothing contained in or omitted from this Article VI shall be construed to permit any improvement (as that term is defined in Article V) to be constructed or maintained without first obtaining the approval of the Architectural Control Committee as required by Article V.

Section 34. Plans and specifications for this subdivision, on file with the Allen County Plan Commission require the installation of concrete sidewalks within the street rights-of-way as follows:



The westerly edge of White Field Drive.

The northerly edge of Blue Mound Drive, adjoining Lot 162.

The northerly edge of White Hill Court from the Southwest corner of Lot 182 to the cul-de-sac at Lot 175.

The westerly and southerly edge of Sail Wind Drive from the Northeast corner of Lot 151 to the Northeast corner of Lot 161.

The easterly edge of Timberlake Trail from the Southwest corner of Lot 120 to the beginning of the cul-de-sac at Lot 130.

The westerly edge of Timberlake Trail as it adjoins Lot 161.

Installation of said sidewalks shall be the obligation of the owner of any such lot, exclusive of the developer, and shall be completed in accordance with said plans and specifications and prior to the issuance of a Certificate of Occupancy for any such lot and the cost of said installation shall be a lien against any such lot enforceable by the Allen County Plan Commission or its successor agency. Should such Certificates of Occupancy be issued to the developer, said individual or corporation shall be considered an owner for the purposes of the enforcement of this covenant.

Section 35. Flood Protection Grades. In order to minimize potential damages from surface water, flood protection grades are established as set forth below. All dwellings shall be constructed at or above the minimum flood protection grades; such grades shall be the minimum elevation of a first floor or the minimum sill elevation of any opening below the first floor. The flood protection grades for the following lots shall be as follows:

<u>Lot Number</u>	<u>Feet Above Mean Sea Level</u>
135	860.6
136 (front elevation)	860.6
136 (rear elevation)	858.0
137	858.0
138 & 139 (front elevation)	861.7
138 & 139 (rear elevation)	858.0
140, 141, 142 & 143	858.0
144 & 145 (front elevation)	860.2
144 & 145 (rear elevation)	858.0
146, 147, 148 & 149	858.0

Section 36. The Lake as shown on the plat of this Section III is intended for (1) a detention basin for storm water runoff, (2) for limited recreational use (i.e., skating and fishing only, both at the sole risk of the user) by the Owners of Lots in the various sections of Shorewood and their invitees. The Lake is not intended for other recreational uses, and as such no swimming, boating, or other recreational use of the Lake shall be permitted. Further, no piers, docks, or other structures shall be permitted to be placed within the



Lake other than piers which have been approved by the Architectural Control Committee, the materials, color and size of which shall all be compatible. In addition, inasmuch as no walkway easements have been provided around the shoreline of the Lake, all Owners are expected to remain within the confines of their respective Lots or within the confines of the Common Areas and not have access to the water's edge on any neighboring Lot around the Lake.

This instrument prepared by: William D. Swift, Attorney, 590 Lincoln Tower, Fort Wayne, Indiana, 46802.

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APPROVALS

Approved this 12th day of April, 1990 by the Allen County Plan Commission.

[Signature]

Approved this 25 day of June, 1990 by the Allen County Health Commissioner.

Jane M. Linsche ml

Approved this 19th day of June, 1990 by the Board of Commissioners of the County of Allen, Indiana.

[Signature]
[Signature]

ATTEST:

Linda K. Bloom
Allen County Auditor



9026117