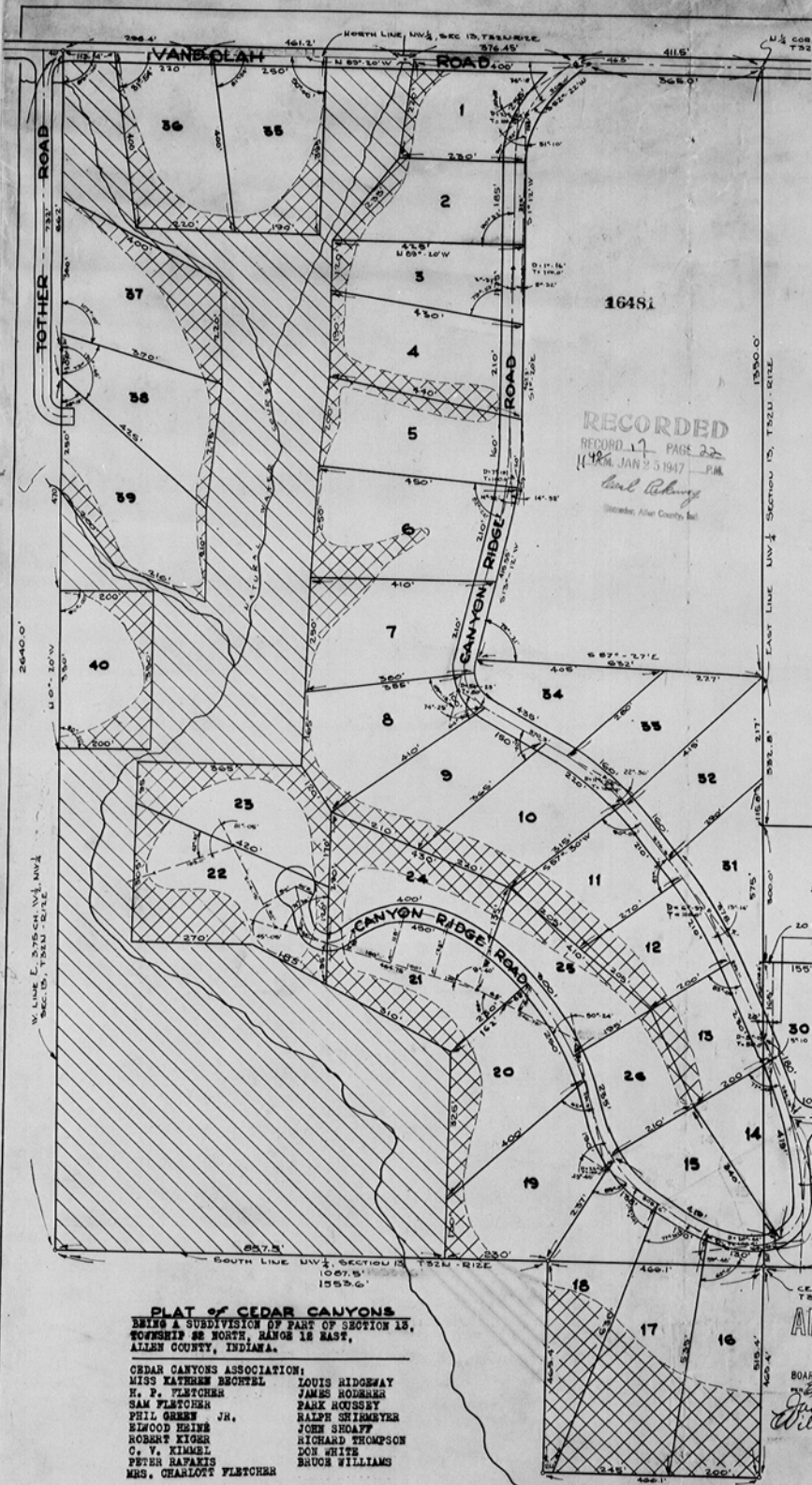


FOR AMENDMENT SEE DOC 97-4546 1/28/97
For Amendment See# 18517 Misc. 294 page 92-94



The undersigned Sam W. Fletcher and Charlott D. Fletcher, husband and wife, being the owners of all that part of Section 13, Township 32 North, Range 12 East in Allen County, State of Indiana, described as follows, to wit:

Beginning at a point on the North line of the Northwest quarter of Section 13, Township 32 North, Range 12 East, in Allen County, State of Indiana, said point being situated 565.0 feet North 89 degrees 20 minutes West of the Northeast corner of the said Northwest quarter of Section 13, Township 32 North, Range 12 East; thence South 55 degrees 22 minutes West a distance of 205.6 feet; thence South 1 degree 12 minutes West a distance of 335.0 feet; thence South 1 degree 20 minutes East a distance of 457.8 feet; thence South 13 degrees 12 minutes East a distance of 415.55 feet; thence South 87 degrees 27 minutes East a distance of 682.0 feet to the North and South centerline of the said Section 13, Township 32 North, Range 12 East; thence South along the said North and South centerline of Section 13, Township 32 North, Range 12 East, a distance of 485.8 feet; thence South 89 degrees 14 minutes East, a distance of 465.0 feet; thence South a distance of 332.25 feet; thence North 89 degrees 14 minutes West a distance of 200.0 feet; thence South a distance of 332.25 feet to the South line of the Northwest quarter of Section 13, Township 32 North, Range 12 East, a distance of 265.0 feet to the center of said Section 13; thence South a distance of 465.4 feet; thence West a distance of 465.4 feet; thence North a distance of 465.4 feet to the South line of the Northwest quarter of said Section 13, Township 32 North, Range 12 East; thence West along the said South line of the Northwest quarter of Section 13, a distance of 1087.5 feet to the West line of the East 3.75 chains of the West half of the Northwest quarter of said Section 13, Township 32 North, Range 12 East; thence North 20 minutes East along the said West line of the East 3.75 chains of the West half of the Northwest quarter of said Section 13 a distance of 2640.0 feet to the North line of the said Northwest quarter of Section 13, Township 32 North, Range 12 East; thence South 89 degrees 20 minutes East along the said North line of the Northwest quarter of Section 13, Township 32 North, Range 12 East a distance of 1182.55 feet to the place of beginning.

do hereby subdivide and plat the same into Lots, Drives and Community Park, Playground and other Sports Areas, to be known as CEDAR CANYONS this 14th day of Dec, 1946.

Sam W. Fletcher
Charlott D. Fletcher
Husband and Wife.

STATE OF INDIANA)
COUNTY OF ALLEN) Before me, a Notary Public in and for said County and State, personally appeared the above signed Sam W. Fletcher and Charlott D. Fletcher, husband and wife, and acknowledged the voluntary execution of the above plat and the purposes therein set forth, this 14th day of December, 1946.

My Commission expires Nov. 14, 1947. Notary Public.

The undersigned Civil Engineer, registered as provided by a Act of the 72nd General Assembly of the State of Indiana, hereby certifies that he has surveyed the Lots shown on the accompanying plat of CEDAR CANYONS in accordance therewith and in conformity with the true and established lines of the property described. The Lots are numbered from 1 to 40, inclusive and the dimensions of the lots are marked in feet and decimal parts of a foot on the plat, all of which is certified correct this 27th day of August, 1946.

Wm. H. Heston
C.E., Reg. Civil Engineer.



- LEGEND
- [Hatched pattern] COMMUNITY PARK, PLAYGROUND AND WINTER SPORTS AREAS
 - [Dotted pattern] EASEMENTS ON LOTS FOR COMMUNITY PARK, PLAYGROUND AND WINTER SPORTS AREAS
 - [Solid line] PROPERTY LINES
 - [Dashed line] CENTER LINES

PLAT OF CEDAR CANYONS
BEING A SUBDIVISION OF PART OF SECTION 13,
TOWNSHIP 32 NORTH, RANGE 12 EAST,
ALLEN COUNTY, INDIANA.

- | | |
|----------------------------|------------------|
| CEDAR CANYONS ASSOCIATION: | LOUIS RIDGEMAN |
| MISS KATHLEEN BECHTEL | JAMES ROUSSEY |
| E. P. FLETCHER | PARK ROUSSEY |
| SAM FLETCHER | RALPH SHIMMYER |
| PHIL GRANT JR. | JOHN SHAW |
| EDWARD KEENE | RICHARD THOMPSON |
| ROBERT KIGER | DON WHITE |
| C. V. KIMMEL | BROCK WILLIAMS |
| PETER RAYKIS | |
| MRS. CHARLOTT FLETCHER | |

APPROVED

DEC 30 1946

BOARD OF COMMISSIONERS

James C. Loyett
William S. Roussey

DULY ENTERED FOR TAXATION

January 25th 1947

Frederick C. Bosman
AUDITOR, ALLEN COUNTY, INDIANA

16482

RECORDED

RECORD 17 PAGE 23
11 PM JAN 25 1947 PM

RESTRICTIONS, LIMITATIONS AND EASEMENTS

FOR

CEDAR CANYONS

ALLEN COUNTY, INDIANA.

Carl Robinson
Recorder, Allen County, Ind.

All of the lots in the attached plat of Cedar Canyons 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 every conveyance of a lot in said addition 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 addition and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owner or owners of any land or lot included in said addition, their respective legal representatives, heirs, successors, grantees and assigns. The owner or owners, present or future, of any land or lot included in said addition 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:

1. Said lots or any part thereof shall never be used, or permitted to be used, for other than residence purposes, provided that parks, parkways and roads may be laid out and maintained as designated on said plat.
2. No building shall ever be constructed or maintained upon any lot in said addition for other than the purpose of a single private dwelling house and outbuildings pertaining thereto and used in connection therewith, nor shall there ever be constructed or maintained more than one such dwelling house on any one lot.
3. No lot shall be subdivided except that one or more lots may be combined with any other lot or part of a lot as a single building site, in which case the building lines herein prescribed shall apply to such combination of tracts as if platted herein as a single tract.
4. No building or part thereof, not including porches, shall ever be erected or maintained on any lot in said Addition nearer to the center of the road or roads adjoining such lot than sixty feet, excepting that in the case of Lots 24 and 25 the building line shall be determined by the Association and its approval in writing shall be binding with respect to said lots. No building or part thereof shall ever be erected or maintained nearer than fifteen feet to the side line of any lot in said Addition.
5. No building or other structure shall be moved onto any lot in said addition, and no residence shall be erected upon any lot in said addition, unless the actual cost thereof shall be in excess of \$10,000.00, except that with the written approval of the Association, temporary dwellings may be erected upon any lot subject to such regulations and limitations as may be imposed by the Association.

6. Until such time as a sanitary sewer system shall have been installed in the said addition, a sanitary septic tank shall be installed for each dwelling erected in said addition, such septic tank to be of a type and construction and so located on the individual lot as to be approved in writing by the Indiana State Board of Health. No other sanitary provision or device for sewage disposal shall be installed or permitted to remain in the tract. The approval of the Indiana State Board of Health shall be based upon the complete development of the tract.

7. No live stock or their shelter, except domestic pets, shall be kept on any lot in said addition unless the approval of the adjoining lot owners and of the Association is first obtained in writing.

8. Areas marked upon the plat with the legend



are reserved as a private park for the equal use and benefit of the owners of all lots in said addition and the right is reserved to dedicate such areas to public use and the right to convey title thereto to any community association formed in accordance with the provisions of Paragraph 11 hereof, to be held by such Association subject only to the rights of the owners of any lots in said addition to the reasonable use and enjoyment of such tracts.

9. Areas marked upon the plat with the legend



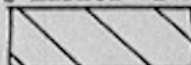
represent sloping areas adjoining or connecting with the areas reserved for park purposes herein, and there is expressly reserved over and upon that portion of all lots marked with the legend



an easement for the benefit of all lot owners in said addition to pass over and upon such areas and to use the same for park, playground and winter sport purposes. The right is further reserved to establish a lake or lakes in the park area by the erection of a dam or dams therein and to back the water from such dam over and upon the areas marked with said legend.

10. Easements and rights-of-way are hereby reserved over those portions of the plat marked as roadways for the establishment of private roadways for the equal use of all owners, present and future, their invitees and licensees, of all lots in said addition. The right is further reserved to construct over and along said roadways poles, wires and conduits for the transmission of electricity and telephones, and to construct and maintain drains, sewers, pipe lines for supplying gas, water or heat, and for any other public or quasi-public utility or function. An easement over and along a strip six feet in width constituting that part of Lot 13 adjoining the southeast boundary line of such lot is reserved for purposes of ingress and egress. An easement for driveway purposes is also reserved over that portion of Lot 30 designated for said purpose on the plat. Such easements are for the equal use of all owners of lots in the addition.

11. The undersigned platters of said addition agree to encourage and assist, so far as they are able, in the organization of an improvement association to be known as "CEDAR CANYONS ASSOCIATION", or by some other appropriate title and to provide for the incorporation thereof with membership in such association being limited to the owner or owners of lots in said addition. The Association shall be organized for the purpose of maintaining and caring for the general interests of said addition, and, in particular, caring for and maintaining the parks and roadways therein and in holding title to such tracts in said addition as may be conveyed to it, including title to the park areas marked with the legend:



12. The owner or owners of any lot in said addition shall automatically become members of the Association for the period of such ownership, provided, however, where any lot or portions of lots are owned by two or more persons, such owners shall jointly have but one vote in the proceedings of such Association.

13. Such Association, when formed, shall have the right to make reasonable rules and regulations relating to the use and enjoyment of the parks and public areas and roadways in said Addition, and relating to the use and enjoyment of any air or landing strip which may be leased to or acquired by the Association.

14. All lots in said addition, other than lots which may be owned by the Association, shall, from and after the formation of the Association, be subject to an annual maintenance charge not exceeding Fifty Dollars (\$50.00) per lot for the purpose of creating a fund to be known as the "Maintenance Fund" to be paid by the respective owners of the lots in advance on the first day of January of each year; said fund to be expended in caring for and maintaining said Addition, and paying taxes on property owned by it and in general carrying out the purposes of the Association. The amount of such charge for any year shall be fixed from time to time by a majority vote of the members of the Association and shall constitute a lien upon the lot against which it is charged until paid; provided, however, that any person purchasing or dealing with said lot may rely upon a certificate signed by the President and Secretary of the Association showing the amount of such charges due and unpaid as of the date of such certificate, and the Association shall not be entitled to enforce any lien for such charge accruing prior to the date of any such certificate unless the amount thereof is shown in the said certificate.

15. No building shall be erected, placed or altered on any lot in this Addition until the external design and location thereof has been approved by said Association or by such person as it may designate; provided, however, that if the Association fails to approve or disapprove such design and location within thirty (30) days after such plans have been submitted to it, such approval shall not be required.

16. All restrictions and conditions herein contained shall remain in full force and effect from the date hereof until modified or abolished in any or all particulars by the then

owners of not less than two-thirds (2/3) of the lots in said addition, not including, however, any lots which may be owned by the Association; provided, however, that the provisions of Paragraph 10 hereof may not be altered, amended or abolished in any particular. Any change in the restrictions or conditions herein contained, when made as herein provided, shall be incorporated in a written instrument executed by the required number of lot owners, which shall thereupon be recorded in the proper records in the Recorder's Office of Allen County, Indiana, and from the date of such recording shall be valid and binding upon the owners of all lots in said addition and all other persons.

17. Any present or future owner or owners of any lot, lots, or part thereof, in said addition shall, before selling such property, deliver to the Association a notice in writing at least ten (10) days before the contemplated sale, setting out the names of the purchasers and the substance of the terms upon which the proposed sale is to be made. Within ten (10) days from the receipt of such notice, the Association shall have the right to purchase such property upon the terms and conditions proposed. In the event the Association does not exercise such option, it shall deliver to the owners upon demand a written consent to the completion of such contemplated sale executed for the Association by its president or a vice-president and by its secretary or assistant secretary. The provisions of this paragraph shall remain in effect only so long as the Association described in paragraph 11 hereof shall remain in existence. Notice to the Association of a contemplated sale may be delivered at the office of its resident agent.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals, this 16th day of Dec, 1946.

Sam W. Fletcher
Sam W. Fletcher

Charlotte D. Fletcher
Charlotte D. Fletcher

Subscribed and sworn to before me, a Notary Public, this 16th day of December, 1946.

Alma Gerwig
Notary Public
Alma Gerwig

My commission expires

11/14/49