

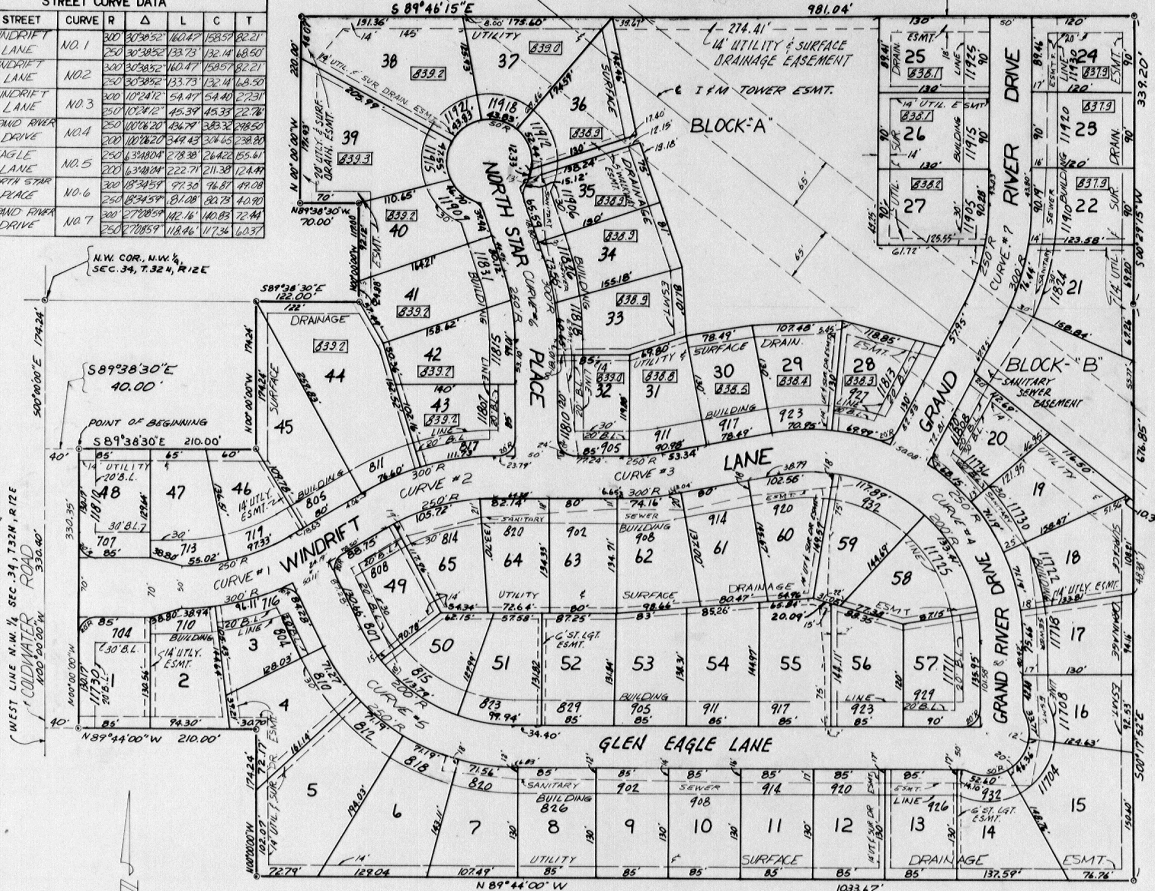
NOTE:
CORNERS ESTABLISHED WITH 1/2"
IRON PINS DESIGNATED THUS -

ENCL 22 IN 52
ALL RIGHTS RESERVED
J. G. Suter

BOOK 42 PAGE 46-48 78- 37910

STREET CURVE DATA				
STREET	CURVE	R	Δ	L C T
WINDRIFT LANE	NO. 1	300	30°30'00"	104.7 133.5 162.1
WINDRIFT LANE	NO. 2	250	30°30'00"	133.7 162.1 190.5
WINDRIFT LANE	NO. 3	250	30°30'00"	162.1 190.5 218.9
WINDRIFT LANE	NO. 4	250	30°30'00"	190.5 218.9 268.9
WINDRIFT LANE	NO. 5	250	30°30'00"	218.9 268.9 338.9
WINDRIFT LANE	NO. 6	250	30°30'00"	268.9 338.9 408.9
WINDRIFT LANE	NO. 7	250	30°30'00"	338.9 408.9 478.9

LOT CURVE DATA				
LOT NO	R	L	C	Δ
2	300	30°30'00"	104.7	3°40'18"
3	300	30°30'00"	133.7	9°40'40"
4	250	30°30'00"	162.1	8°40'02"
5	250	30°30'00"	190.5	8°09'28"
6	250	30°30'00"	218.9	7°25'04"
7	250	30°30'00"	268.9	6°04'28"
14	50	30°30'00"	308.9	1°02'12"
15	50	30°30'00"	338.9	2°33'45"
16	50	30°30'00"	368.9	4°05'18"
17	50	30°30'00"	398.9	5°36'51"
18	50	30°30'00"	428.9	7°08'24"
19	50	30°30'00"	458.9	8°39'57"
20	50	30°30'00"	488.9	10°11'30"
21	50	30°30'00"	518.9	11°43'03"
22	50	30°30'00"	548.9	13°14'36"
23	50	30°30'00"	578.9	14°46'09"
24	50	30°30'00"	608.9	16°17'42"
25	50	30°30'00"	638.9	17°49'15"
26	50	30°30'00"	668.9	19°20'48"
27	50	30°30'00"	698.9	20°52'21"
28	50	30°30'00"	728.9	22°23'54"
29	50	30°30'00"	758.9	23°55'27"
30	50	30°30'00"	788.9	25°27'00"
31	50	30°30'00"	818.9	26°58'33"
32	50	30°30'00"	848.9	28°30'06"
33	50	30°30'00"	878.9	29°51'39"
34	50	30°30'00"	908.9	31°23'12"
35	50	30°30'00"	938.9	32°54'45"
36	50	30°30'00"	968.9	34°26'18"
37	50	30°30'00"	998.9	35°57'51"
38	50	30°30'00"	1028.9	37°29'24"
39	50	30°30'00"	1058.9	39°00'57"
40	50	30°30'00"	1088.9	40°32'30"
41	50	30°30'00"	1118.9	42°04'03"
42	50	30°30'00"	1148.9	43°35'36"
43	50	30°30'00"	1178.9	45°07'09"
44	50	30°30'00"	1208.9	46°38'42"
45	50	30°30'00"	1238.9	48°10'15"
46	50	30°30'00"	1268.9	49°41'48"
47	50	30°30'00"	1298.9	51°13'21"
48	50	30°30'00"	1328.9	52°44'54"
49	50	30°30'00"	1358.9	54°16'27"
50	50	30°30'00"	1388.9	55°48'00"
51	50	30°30'00"	1418.9	57°19'33"
52	50	30°30'00"	1448.9	58°51'06"
53	50	30°30'00"	1478.9	60°22'39"
54	50	30°30'00"	1508.9	61°54'12"
55	50	30°30'00"	1538.9	63°25'45"
56	50	30°30'00"	1568.9	64°57'18"
57	50	30°30'00"	1598.9	66°28'51"
58	50	30°30'00"	1628.9	68°00'24"
59	50	30°30'00"	1658.9	69°31'57"
60	50	30°30'00"	1688.9	71°03'30"
61	50	30°30'00"	1718.9	72°35'03"
62	50	30°30'00"	1748.9	74°06'36"
63	50	30°30'00"	1778.9	75°38'09"
64	50	30°30'00"	1808.9	77°09'42"
65	50	30°30'00"	1838.9	78°41'15"



WINDRIFT SECTION I

A SUBDIVISION IN THE NW 1/4 SEC. 34, AND THE SW 1/4 SEC. 27,
T.32N, R.12E, ALLEN COUNTY, INDIANA

CONFIRMED BY THE ZONING
ADMINISTRATOR OF ALLEN COUNTY
ON THIS 19 DAY OF 1978

DEVELOPED BY:

NORTH EASTERN INVESTMENTS INC.
6700 EAST STATE BLVD.
FORT WAYNE, INDIANA

JACK G. SUTER
REGISTERED LAND SURVEYOR

DULY ENTERED FOR TAXATION
NOV 22 1978
BORED IN ELEVATION
REPRESENTS MIN. FLOOD
PROTECTION GRADES

INSTRUMENT 11,649
AUDITOR OF ALLEN COUNTY

TURNBELL -
GREEN AND
ASSOCIATES, INC. ENGINEERS AND SURVEYORS
610 TENNESSEE AVENUE
FORT WAYNE, INDIANA 46805

THIS PLAT PREPARED BY
AND, CERTIFIED ON THIS
14 DAY OF JUNE 1978



Keith E. Smith
REGISTERED LAND SURVEYOR

For Amends to Restrictions See Doc 86-7839 3-17-86

LEGAL DESCRIPTION OF WINDRIFT, SECTION 1
A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 34,
AND THE SOUTHWEST QUARTER OF SECTION 27,
IN TOWNSHIP 32 NORTH, RANGE 12 EAST, ALLEN COUNTY, INDIANA

A part of the Northwest quarter of Section 34, and the Southwest quarter of Section 27, Township 32 North, Range 12 East, Allen County, Indiana, more particularly described as follows: Commencing at the Northwest corner of the Northwest quarter of Section 34, Township 32 North, Range 12 East, said point being situated on the centerline of Coldwater Road (State Road #327); thence South 00 degrees 00 minutes 00 seconds East along the West line of the Northwest quarter of said Section 34 (centerline of Coldwater Road) a distance of 174.24 feet; thence South 89 degrees 38 minutes 30 seconds East a distance of 40.00 feet to the point of beginning; thence South 89 degrees 38 minutes 30 seconds East parallel with the North line of the Northwest quarter of said Section 34 a distance of 210.00 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 174.24 feet to a point on the North line of the Northwest quarter of said Section 34; thence South 89 degrees 38 minutes 30 seconds East along the said North line a distance of 122.00 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 117.00 feet; thence North 89 degrees 38 minutes 30 seconds West a distance of 70.00 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 220.00 feet; thence South 89 degrees 46 minutes 15 seconds East a distance of 981.04 feet to a point on the West line of Pine Valley Country Club Third Addition; thence Southerly and Westerly along the West and North line of Pine Valley Country Club Third Addition by the following described courses: South 00 degrees 29 minutes 15 seconds West a distance of 339.20 feet; thence South 00 degrees 17 minutes 52 seconds East a distance of 676.85 feet; thence North 89 degrees 44 minutes 00 seconds West a distance of 1033.67 feet to a point situated South 89 degrees 44 minutes 00 seconds East a distance of 250.00 feet from the West line of the Northwest quarter of Section 34 aforementioned; thence leaving the Pine Valley Country Club Boundary North 00 degrees 00 minutes 00 seconds West a distance of 174.24 feet; thence North 89 degrees 44 minutes 00 seconds West a distance of 210.00 feet to a point situated 40.00 feet East of the West line of the Northwest quarter of Section 34 aforementioned; thence North 00 degrees 00 minutes 00 seconds West parallel with the said West line a distance of 330.35 feet to the point of beginning containing 25.06 acres more or less.

I, Keith E. Smith, hereby certify that I am a Land Surveyor licensed in compliance with the laws of the State of Indiana, and that this plat correctly represents a survey completed by me June 14, 1978; that all markers shown thereon actually exist and that their location, size, type, and material are accurately shown. Said lots are numbered 1 thru 65, both inclusive.

Keith E. Smith
Keith E. Smith
Registered Land Surveyor
DULY ENTERED FOR TAXATION

NOV 22 1978

James D. Hebelbauer
AUDITOR OF ALLEN COUNTY

INSTRUMENT L

11,649



1978 NOV 22 AM 10:53
CORNER
ALLEN COUNTY RECORDER
J. D. Hebelbauer

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DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
TO AS PART OF THE DEDICATION AND PLAT OF
WINDRIFT, SECTION 1,
A SUBDIVISION IN PERRY TOWNSHIP, ALLEN COUNTY, INDIANA

North Eastern Investments, Inc., an Indiana corporation, by Joseph L. Zehr, its President, and David L. Zehr, its Secretary, hereby declares that it is the Owner of the real estate shown and described in this plat and does hereby lay off, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. The Subdivision shall be known and designated as Windrift, Section 1, a Subdivision in Perry Township, Allen County, Indiana.

The lots are numbered from 1 to 65, inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the Windrift Community Association, Inc. its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 5. "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 75 feet in width at the established building line as shown on this plat.

Section 6. "By-Laws" shall mean the By-Laws initially adopted by the WINDRIFT COMMUNITY ASSOCIATION, INC. and all amendments and additions thereto.

ARTICLE II
PROPERTY RIGHTS

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

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(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 exceeding 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;



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(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

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

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be entitled to one 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 among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. The Class B member(s) shall be North Eastern Investments, Inc. and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when title to all lots in all sections has been conveyed, or

(b) on December 31, 1983.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot, excepting North Eastern Investments, Inc. 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, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's 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 attorney's 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 promote the recreation, health, and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessments. Until January 1, 1984, the maximum annual assessment shall be Thirty Dollars (\$30.00) per lot. The maximum annual assessment shall be Thirty Dollars (\$30.00) per lot.



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(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(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 above 3% by the vote or written assent of 51% of each class of members.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments For Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 51% of each class of members.

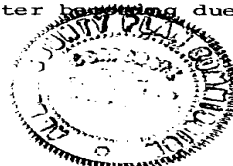
Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Any action authorized under Sections 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of each class of members, members who were 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. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or yearly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first date of the month following the conveyance of the Common Area. 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.

Section 8. Effect of Nonpayment 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 8% 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 non-use of the Common Area or 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 mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien 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.



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ARTICLE V
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by the Architectural Control Committee, such committee to be composed of three members, the first committee members to be: J. L. Zehr, David L. Zehr and Orrin R. Sessions. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. In the event said Board, or the Architectural Control Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, 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.

ARTICLE VI
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 1400 square feet for a one-story dwelling, nor less than 950 square feet for a dwelling of more than one-story.

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. In any event, no building shall be located nearer than a distance of seven (7) feet to an interior Lot line. No dwelling shall be located on interior lots numbered 25 through 36 inclusive nearer than fifteen (15) feet to the rear Lot line. No building shall be located on interior lots numbered 1 through 24 and 37 through 65 inclusive 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 75 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any Lot having an area of less than 8,000 square feet.

Section 5. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven (7) feet of each Lot, or as shown on the 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 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 walkways, driveways, lawn or landscaping which may result from installation,

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repair or maintenance of such service.

Section 5 (a). Surface Drainage Easements and Common Areas used for drainage purposes as shown on the plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such 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 obstruction exists and to repair and maintain, or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

Section 6. 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 7. No structure of a temporary character, trailer, boat, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be either used or located on any lot at any time or used as a residence either temporarily or permanently.

Section 8. 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 five 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 9. No radio or television antenna 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 radio or television antenna shall be permitted on any Lot.

Section 10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 11. 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.

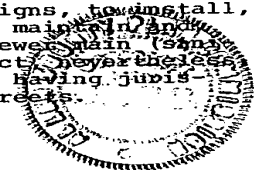
Section 12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators or outside incinerators shall be kept or allowed on any lot.

Section 13. All building 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.

Section 14. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width.

Section 15. No individual water supply system, or individual sewage disposal system shall be installed, maintained or used on any lots in this Subdivision.

Section 16. 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 to the laws to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.



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Section 17. 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 Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Run Off Sewer 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 18. Before any house or building on any lot or tract in this Subdivision shall be used and 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 Addition filed with the City of Fort Wayne. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana, or by any aggrieved lot owner in this Subdivision.

Section 19. Lots numbered 22 through 44 inclusive, shall have minimum slab elevations of not less than the following respective feet above Mean Sea Level: Lots numbered 22 thru 24 - 837.9; Lots numbered 25 and 26 - 838.1; Lot numbered 27 - 838.2; Lot numbered 28 - 838.3; Lot numbered 29 - 838.4; Lot numbered 30 - 838.5; Lot numbered 31 - 838.8; Lot numbered 32 - 839.0; Lots numbered 33 thru 36 - 838.9; Lot numbered 37 - 839.0; Lot numbered 38 - 839.2; Lot numbered 39 - 839.3; Lots numbered 40 thru 44 - 839.2.

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, North Eastern Investments, Inc., or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions. Failure by the Association 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. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 23. 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, North Eastern Enterprises, Inc., its successors or assigns shall have the exclusive right of two (2) years from the date of recording of the plat to amend any of the Covenants and Restrictions except Section 2 above with the approval of the Allen County Plan Commission.

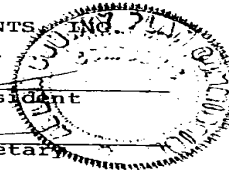
Section 24. No lot or combination of lots may be further subdivided until approval therefore has been obtained from the Allen County Plan Commission.

Section 25. No driveway access shall be permitted from Lots numbered 1 and 48 onto the Coldwater Road right-of-way.

IN WITNESS WHEREOF, North Eastern Investments, Inc., an Indiana corporation, by Joseph L. Zehr, its President and David L. Zehr, its Secretary, Owner of the real estate described in said Plat, has hereto set its hand and seal by its duly authorized officers, this 14th day of June, 1978.

NORTH EASTERN INVESTMENTS

By  Joseph L. Zehr, President
By  David L. Zehr, Secretary



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STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State, personally appeared Joseph L. Zehr and David L. Zehr, known by me to be the duly authorized and acting President and Secretary respectively of NORTH EASTERN INVESTMENTS, INC., and acknowledged the voluntary execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth, this 14th day of June, 1978.

Carolyn S. Wyant
Carolyn S. Wyant, Notary Public
Notary is a resident of Allen County

My Commission Expires:
April 12, 1981

APPROVALS

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Lester Gerig, Vice President
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James E. Walley, Secretary

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APPROVED FOR DRAINAGE ONLY

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William L. Sweet

HEALTH COMMISSIONER
FORT WAYNE-ALLEN COUNTY
BOARD OF PUBLIC HEALTH

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