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ALLEN COUNTY RECORDER
FORT WAYNE, IN

DECLARATION OF AMENDMENT AND RESTATEMENT
OF THE [DEDICATION,] PROTECTIVE RESTRICTIONS, COVENANTS, AND LIMITATIONS,
[AND EASEMENTS,] [AND APPROVALS] FOR MAPLEWOOD PARK SECTIONS I, II, III, IV AND
MAPLEWOOD GARDENS SECTION I
FOR MAPLEWOOD COMMUNITY ASSOCIATION, INC.,
ALLEN COUNTY, INDIANA
MARCH 12, 2012 72-08-27 - 44-000.000-072

This Declaration of Amendment and Restatement of the [Dedication,] Protective Restrictions, Covenants, and Limitations, [and Easements,] [and Approvals] for Maplewood Park Sections I, II, III, IV, and Maplewood Gardens Section I (this "Declaration") is adopted as of this 12th day of March, 2012 by the Maplewood Community Association, Inc. (the "Association"), an Indiana not-for-profit corporation, pursuant to the approval of the Owners (defined below).

RECITALS

- A. On, October 3, 1955, Amos and Elizabeth Zehr, husband and wife, and Henry and Emma Yoder, husband and wife, recorded Protective Restrictions, Covenants and Limitations for Maplewood Park (the "Park I Covenants"), in Book 22, Page 64 in the Office of the Recorder of Allen County, Indiana. The Protective Restrictions, Covenants and Limitations and the legal description of the land with which they run is contained in the attached Exhibit A and made a part of this Declaration.
- B. On, May 11, 1959, Maplewood Park, Inc., an Indiana corporation, recorded the Protective Restrictions, Covenants, Limitations and Easements for Maplewood Park, Section II (the "Park II Covenants"), in Book 25, Page 13 in the Office of the Recorder of Allen County, Indiana. The Protective Restrictions, Covenants, Limitations and Easements and the legal description of the land with which they run is contained in the attached Exhibit B and made a part of this Declaration.
- C. On, March 24, 1960, North Eastern Development Corp., an Indiana corporation, recorded the Protective Restrictions, Covenants, Limitations and Easements for Maplewood Park, Section III (the "Park III Covenants"), in Book 25, Page 132 in the Office of Recorder of Allen County, Indiana. The Protective Restrictions, Covenants, Limitations and Easements and the legal description of the land with which they run is contained in the attached Exhibit C and made a part of this Declaration.
- D. On, April 5, 1961, North Eastern Development Corp., an Indiana corporation, recorded the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals for Maplewood Park, Section IV (the "Park IV Covenants"), in Book 26, Pages 73-75 in the Office of Recorder of Allen County, Indiana. The Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals and the legal description of the land with which they run is contained in the attached Exhibit D and made a part of this Declaration.
- E. On, May 22, 1963, North Eastern Development Corp., an Indiana corporation, recorded the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals for Maplewood Gardens, Section I (the "Garden Covenants"), in Book 27, Pages 129-130 in the Office of Recorder of Allen County, Indiana. The Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals and the legal description of the land with which they run is contained in the attached Exhibit E and made a part of this Declaration.

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- F. Control of the Association lies in the name of the person, firm, or corporation in whose name the fee simple title appears of record in the office of the Recorder of Allen County, Indiana, for each Lot described and designated in Exhibits A, B, C, D, and E (the "**Property**").
- G. Section 13 of the Park I Covenants provides that they shall only be amended by the consent and approval of not less than two –thirds (2/3) of the Owners of the real estate described in Exhibit A.
- H. Section B-2 of the Park II Covenants and Section C-1 of the Park III Covenants provide that they may be amended by an instrument signed by a majority of the Owners of the real estate described in Exhibits B and C respectively and recording the signed instrument.
- I. Section C-1 of the Park IV Covenants provides that they may be amended by sixty-five percent (65%) of the Owners of the real estate described in Exhibit D.
- J. Section C-1 of the Garden Covenants provides that they may be amended by sixty-five percent (65%) of the Owners of the real estate described in Exhibit E.
- K. The Association, as authorized by the necessary percentage of Owners as described in paragraphs G, H, I and J immediately above, desires to amend and restate the Park I, II, III, IV and Garden Covenants as follows:

Article I ESTABLISHMENT

- Section 1.1 **Establishment of Covenants, Conditions and Restrictions.** The Owners hereby impose upon the Property the covenants, conditions, restrictions, liens and easements set forth in this Declaration (the "Covenants") for the purposes of amending and restating the general scheme for development of the Property, enhancing the value of the Lots and Residences (defined below), and establishing restrictions for residential use for the benefit of the Association and the Owners. The Association does not guarantee that all of these purposes will be accomplished through the restating and amending of the Covenants. The Covenants touch and concern title to the Property, run with the land and shall be binding upon all persons hereafter acquiring any portion of the Property.
- Section 1.2 **Definitions**. The terms set forth below shall have indicated meanings when used in this Declaration; other terms are defined elsewhere herein and shall have the meaning given to them in this Declaration.
 - "ACC" means the architectural control committee established pursuant to this Declaration.
 - "Assessments" means the Maintenance Assessments and Special Assessments provided for in Article 6.
 - "Board" means the Board of Directors of the Association.
- "Common Area" means those portions of the Property as described in or on the Plat that do not constitute building lots, streets, roads, or rights-of-way. Accordingly, the Common Area means those portions of the Property designated as such, including any parks, open space, shared amenities, entry features, or similar areas. The Common Area also includes: (i) any areas within the Property owned by the Association or any governmental entity, but which are required to be maintained by the Association; (ii) any common landscape, wall, sign, pedestrian access or similar feature reflected on the Plat, designated by the Association, or required by the County or recorded by separate instrument; and (iii) those areas, if any, which are owned by an Owner, but on which are located monuments, signs, fences, landscaping, berms, sidewalks, irrigation systems or other improvements that may be maintained by the County or the Association. The Common Area shall also include all improvements on or to any portion of any of the areas described in the preceding sentence. The Association shall at all times have and retain the right, but without obligation whatsoever, to effect redesigns or reconfigurations of the Common Area and to execute any open space declarations applicable to the Common Area which may be permitted in order to reduce property taxes, and to take whatever steps as may be appropriate to lawfully avoid or minimize the imposition of federal and state ad valorem and/or income taxes.
 - "County" means Allen County, Indiana.
- "Design Guidelines" shall mean and refer to those particular standards, restrictions, guidelines, recommendations and specifications applicable to all aspects of construction, placement, location, alteration, maintenance and design of any improvements within the Property, and all amendments, modifications, supplements and interpretations thereof.
 - "HUD" means the U.S. Department of Housing and Urban Development.

"Lot" means any of the individual platted building lots reflected, or to be reflected, on the Plat that are to be used for residential purposes as herein described.

"Managing Agent" means any person who has been engaged and designated by the Board to manage the daily affairs and operations of the Association.

"Owner" or "Lot Owner" means any person owning fee title to any Lot, but excluding any mortgagee or beneficiary under a deed of trust until such time as it acquires legal title to a Lot.

"Person" means any individual, corporation, limited liability company, partnership or other entity of any kind or types whatsoever.

"Phase" means a particular phase developed upon the Property.

"Plat" means the final recorded Plat submitted to and approved by the County, or any other applicable governmental entity as recorded in the Records of Allen County, Indiana as described in Exhibits A, B, C, D, and E; and, (iii) any replat of, or amendment to, the foregoing made by the Association in accordance with this Declaration. The term "Plat" shall also include the final recorded plat of any additional property annexed into the Property pursuant to Section 8.1.

"Residence" means a single family detached residence constructed upon a Lot in conformance with this Declaration.

"Street or Road" means any paved road or right-of-way so established, improved and maintained by the Association or County, including all public streets or roads within and adjoining the Property, that are typically within a fifty (50') foot or sixty (60') foot right-of-way and serves the front of a Lot upon which a Residence is constructed.

"Structure" means any structure (other than a Residence), fence, driveway, landscaping, wall, tennis court, swimming pool, outbuilding, or other improvement of any kind or type.

"VA" means the U.S. Department of Veterans Affairs.

"Vehicle" means any vehicle of any kind or type whatsoever, including any automobile, truck, motorcycle, boat, mobile home, motor home, boat trailer, or other kind of trailer.

Article 2 USE PROVISIONS

Section 2.1 Permitted Uses.

- (a) Lots Limited to Residential Use. Except as otherwise provided in this Declaration, Lots shall be used only for single family residential purposes and activities reasonably related thereto. Additional uses for purposes such as home-based businesses may be permitted on individual lots within the Property, provided such uses have received prior written approval from the Association and appropriate governmental authorities.
- (b) Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Residence not to exceed two stories in height and one shed. Each Residence shall include a garage, which shall be built as part of said structure and attached thereto. The shed shall be limited to such size to facilitate the reasonable storage of personal outdoor lawn equipment, seasonal decorations and the like, and shall be placed and installed according to and not in violation of local building ordinances.
- (c) Architectural Control. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the ACC as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. Approval shall be as provided in Article 3.
- (d) Antennas and Direct TV-Type Satellite dishes. It is the preference of the Association that antennas and small satellite dishes for the reception of a media signal be attached to the Residence or located in the rear of the property if secured to the ground. Antennas and satellites are considered personal property and are to be removed upon the sale and purchase of a Lot unless the purchasing property expressly accepts the antenna or satellite as part of the sale.

Section 2.2 **Prohibited Uses and Activities.**

- (a) No Further Subdivision. No Lot may be further subdivided without the written consent of the Association or the ACC. Lots may be combined for the purpose of constructing a single residence on more than one Lot only upon written approval of the Association or the ACC. Without regard to any such permitted subdivision or combination, the Lots involved shall continue to be treated as single individual Lots hereunder for all other purposes, including voting in the Association and assessing and collecting Assessments.
- (b) Parking and Vehicle Restrictions. Each Lot shall be limited to the number of vehicles, whether operative or non-operative, that can be properly parked in the driveway and garage. A recreational vehicle, trailer, ATV and the like shall be considered a vehicle for purposes of this Section. No vehicles of any kind, including boats, trailers, cars, trucks, motorcycles, campers, and the like shall be permitted in any yard/lawn on any Lot for any period of time. On-Street parking shall be limited to temporary parking of no more than twelve (12) hours in any 24 hour period. Trucks with tonnage in excess of one ton shall not be permitted to park overnight on the Streets, driveways, or other areas within the Property. Owners with Vehicles with signage or advertising displays may only be parked in a Residence's garage or driveway. No Vehicle that transports inflammatory or explosive cargo may be parked or stored within the Property. No inoperative or unlicensed vehicles may be parked or stored in a location other than in an enclosed garage. The Association prefers that all work and routine maintenance on vehicles be performed in an enclosed garage. The foregoing provisions shall not restrict the parking of trucks and other Vehicles as necessary in connection with construction, maintenance and repair of Residences or other Structures on Lots.
- (c) Specific Use Restrictions. The Property is restricted solely to residential and related uses; accordingly, no industrial, business, commercial, professional, manufacturing, mineral or other similar use shall be permitted on any part of the Property. This Section shall not be construed so as to prohibit the conduct of a reasonable amount of in-home work, such as computer work or similar activities, provided that such work or activity does not involve the parking of vehicles of employees, consultants, or other parties other than the occupants of the Residences in question, and does not involve the delivery or pick-up of any materials or services.
- (d) Pet and Animal Restrictions. Only a manageable quantity of regular household pets, such as cats and dogs, which can be properly cared for and cleaned up after, shall be permitted on the Property and then only for personal use and not for any business use such as breeding, kennel operations and the like. No other animals shall be permitted to be maintained upon the Property, including, without limitation, cows, horses, bees, hogs, sheep, goats, poultry, or skunks. All pets shall be kept within an Owner's Lot, unless properly leashed, and shall not be permitted to run free through the Property.
- (e) Outdoor Burning Restrictions. Outdoor burning of trash, leaves, and other items is prohibited, except during the construction of a structure upon an individual Lot when clearing of trees and other vegetation is required to facilitate said construction and only with approval from the appropriate governmental authority. This restriction shall not be construed as prohibiting outdoor cooking on barbecue grills in connection with use of a Residence.
- (f) Trash/Garbage Disposal. Trash, garbage or other waste shall not be dumped on the ground of any Lot or in any Common Area. Trash, garbage and other waste shall at all times be kept in clean, well maintained, sanitary containers for regular scheduled pickup for removal of such items. All trash, debris, and trash containers shall be neatly stored and preferably kept inside the garage or outbuilding out of visibility of the street between collection days. At a minimum, storage of trash containers shall be in accordance with local ordinances presently permitting placement to the side and rear of the Residence. In no event shall storage of trash containers be in front of the Residence.
- (g) Occupancy. Each Lot shall be improved with a maximum of one single family detached Residence. No Person shall occupy or reside in any garage or other outbuilding at any time.
- (h) Projections from Structures. Window A/C units are allowed on all Lots. Any projection through the roof of any structure on the Property shall require the prior written approval of the Association or the ACC.
- (i) Water/Sewer/Storm Systems. Each Residence shall be connected to the public water system, and sanitary sewer system. No private water well or other water system is permitted. Private storm sewer/drainage systems may exist on individual Lots for the purpose of collecting, carrying, and discharging surface and subsurface drainage as long as such system does not become a nuisance to any other Lot within the Property. Such systems are to be kept freely running and unobstructed at all times. If the system becomes obstructed, the Owner of such Residence/Lot shall be required to promptly repair or replace the system.
- (j) Changes in Grade. Except for such changes as are reasonably necessary to facilitate construction of a Residence on a Lot, no Owner shall change the grade of any Lot except in compliance with all applicable laws. After the Association has developed the Lots, the general grading, slope and drainage plan of a Lot may not be altered, and no dams, berms, channels or

swales may be constructed or excavated without the prior written approval of the Association (or the ACC), the County (if applicable) and other appropriate agencies having authority to grant such approval.

- (k) Visible Activities Outdoors. Lawn mowers, tractors, trailers, machines, tools, carts, and other yard equipment shall be stored from view from adjoining Lots and Streets when not in use.
- (l) Nuisances. In general, no noxious or offensive activity shall be carried on upon any Lot, nor shall and condition be allowed to exist on a Lot which, by sight or smell (as determined exclusively by the ACC), shall constitute a public or private nuisance or unreasonably disturb any other Owner in the use and enjoyment of its Lot.
 - (m) Natural Gas Tanks. The placement of above-ground natural gas tanks on any Lot is prohibited.
- (n) Rain and Storm Water Runoff. No rain and storm water runoff, or such things as roof water, street, pavement, and surface water, caused by natural precipitation shall at any time be discharged or permitted to flow into the sanitary sewage system, which shall be a separate sewer system from the storm water and surface water runoff sewer system. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned storm water and surface runoff sewer system.
- (o) Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.
- (p) Signs. No sign of any kind shall be displayed for 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 construction and sales period. Temporary signs such as awareness, garage sale, political, religious, and the like must be removed upon the completion of such event or at the request of three (3) Owners.
- (q) Sight Distance at Intersections. No fence, wall, hedge, or shrub planting, which obstructs sight lines at elevations between 2 and 6 feet above roadways, shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- (r) Construction Materials. All buildings shall be constructed in a substantial and workmanlike manner and or new materials. No roll siding, asbestos shingle siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any Residence on any Lots in the Property, and no roll roofing or any description or character shall be used on the roof of any Residence or attached garage on any of said Lots. All chimneys shall be of masonry construction.
- (s) Soliciting. Soliciting of any kind whatsoever is prohibited within the Property with the exception of solicitation by the minor children of Owners for programs such as scouts, local school fundraisers, and seasonal sport boosters.

Article 3 CONSTRUCTION PROVISIONS

Section 3.1 **Plan Approval Required.** No Residence or Structure shall be constructed within the Property until the plans have been approved in writing by the Association or ACC as provided in this Article 3. Neither the Association nor the ACC is responsible for plan building code, permit, or local regulation and ordinance compliance.

Section 3.2 Establishment of ACC.

- (a) Composition. The Architectural Control Committee shall be composed of three (3) persons. 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 member(s) shall have full authority to designate a successor.
- (b) Term and Subsequent Appointments. The members of the ACC shall serve until they resign or are removed by a majority of the Owners of the Lots through a signed written resolution. The Owners may change the membership of the Committee, withdraw from the Committee or restore to it any of its powers and duties stated in this Declaration through such a resolution. Appointments to the ACC shall be made by the Association until such time as the Association either relinquishes such power by written notice to the Board, or the Association no longer owns any Lot; thereafter appointments to and removals from the

ACC shall be made by the Board. The ACC or the Association may engage the services of a third party to review plans and specifications pursuant to this Article.

(c) Compensation; Fee for Review. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this Declaration. The ACC may impose a reasonable charge for reviewing plans if a third party is required to be engaged to perform such service.

Section 3.3 Approval Process.

- (a) Submission of Plans. Any party wishing to construct any Structure on the Property shall submit a copy of complete plans and specifications to the ACC for its approval prior to commencing construction. Such plans and specifications shall include surveying and engineering information, landscaping description, site plans, and construction drawings showing the location and front, side, and rear elevations of the Structure and the exterior materials to be used in constructing the same, all in sufficient detail to enable the ACC to evaluate the proposed Structure. The cover sheet of the plans and drawings being submitted shall contain a calculation of the total square footage of each building façade, less areas covered by windows and doors, and the total area of such facades containing brick or masonry materials. The ACC may request additional information, including samples of proposed materials to aid it in its decision process. After receipt of a complete set of plans and specifications, the ACC shall promptly review the same and notify the Person submitting whether it approves the plans or whether it requires changes thereto. Alternately, the ACC may disapprove a set of plans by so noting thereon and returning it to the Person submitting, accompanied by a statement of the reasons for disapproval. No construction shall be commenced on any portion of the Property unless and until the plans for the Structure in question have been submitted in writing to the ACC or the Association.
- (b) Time for Review/Approval. The ACC shall approve or disapprove all plans submitted for construction within 30 calendar days after the date it receives a complete set of plans and specifications for the Structure; if the ACC fails to specifically approve or disapprove of any plans within such 30 calendar day period, then the ACC shall be deemed to have approved the plans submitted.
- (c) Review Standards. The ACC, in reviewing and approving plans for construction of Structures or Residences, shall use commercially reasonable efforts to promote and ensure a high level of taste, design quality, aesthetic harmony, and conformity throughout the Property, consistent with the standards established by this Declaration and the Design Guidelines.
- (d) Design Guidelines/Building Standards. The Association or the ACC may but is not required to, from time to time, establish specific guidelines and building standards to assist Persons in determining the type of Structures and Residences, which may be constructed on the Property. Pursuant to Section 8.1, the Association may annex additional Property to become a portion of the Property, and may develop the overall Property in various Phases. The Association may establish differing restrictions, guidelines and building standards for each such Phase of the Property, which may impose more or less restrictive building standards with respect to a particular Phase. The ACC or the Association may amend or modify such guidelines or standards from time to time in its sole discretion. Such guidelines or standards shall supplement this Declaration and are general guides to permitted construction within the Property, but shall not diminish the authority of the ACC and the Association to approve plans as otherwise herein provided.
- (e) Failure to Obtain Approval. The construction, repair, replacement, installation, or placement of any Structure or improvement of any type on a Lot without the prior written approval from the ACC shall constitute grounds for the imposition by the ACC or the Association of an automatic fine against the Owner of the Lot not to exceed Five Hundred and No/100 Dollars (\$500.00). A fine levied under this Section shall be charged to the Owner's assessment account, payable upon demand and secured by the lien created in Article 6. The ACC may impose further demands by requiring removal, modification, or demolition of all or a portion of the structure in question.
- (f) Limitation of Liability. Neither the Association, its officers, directors, partners, agents, employees, representatives, parent or subsidiaries, nor the Association, the Board, or the ACC, including any of its respective members, shall be liable to any Person for any official act of the ACC in connection with submitted plans and specifications. Notwithstanding any approval by the Association or the ACC, neither the Association nor the ACC shall be responsible or liable to any Person with respect to any loss, liability, claim or expense which may arise by reason of such approval or the construction of a Structure related thereto. Neither the Association, the Board nor the ACC shall be responsible in any way for any defects in any plans or specifications submitted, reviewed or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans or specifications. No approval of any plans by either the ACC or the Association shall be construed to mean that the plans comply with any applicable law, building code, or governmental regulation, it being the responsibility of the Person submitting any plans to assure compliance with all applicable laws. Conversely, the issuance of a building permit or any approval from any governmental authority shall not, under any circumstance, constitute any evidence that construction of a Structure complies with the terms and conditions contained in this Declaration or the Design Guidelines. The Association and members of the

ACC shall have no liability for decisions made by them regarding the approval or disapproval of plans, so long as the decisions are made in good faith and are not discriminatory, arbitrary, or capricious.

Section 3.4 Specific Construction Provisions.

- (a) Dwelling size and Quality. No Residence shall be built on any Lot having a ground floor area of the minimum structure, exclusive of one-story open porches, breezeway or garage, of less than 1,120 square feet for a one-story building. not less than 800 square feet for a dwelling of more than one-story, except of lots numbered 204 through 232, both inclusive, the ground floor area of the minimum structure shall not be less than 1,400 square feet for a one-story Residence nor less than 900 square feet for a Residence of more than one-story.
- (b) Building Location. 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 on any Lot nearer than 30 feet to the front Lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 7-1/2 feet to an interior Lot line. No Residence shall be located on any interior Lot nearer than 25 feet to the rear Lot line.
- (c) Lot Area and Width. No Residence shall be erected or placed on any Lot having a width of less than 70 feet at the minimum building setback line, nor shall any Residence be erected or placed on any Lot having an area of less than 9,000 square feet.
- (d) Garage Requirements. Each Residence shall have at least a one-car attached garage. The plans for any additional garage or substitute variations must be are subject to the approval by the Association or the ACC.
- (e) Fences and Walls. All fences and walls (excluding retaining walls described in (i) below) shall be at least 3.5 feet (42 inches) in height and shall have a maximum height of 6.0 feet (72 inches). No fence shall be erected or maintained in the area contained between street lines and the front building lines of any Lot in the Property unless approved. Approval shall be as provided in this Article 3. No fence or wall may be constructed, repaired, rebuilt, or relocated if it impedes or obstructs drainage. Prior written approval from the ACC is required for any construction, placement or repair of fences or walls on any Lot.
- (f) Drives. All driveways from the street to garage shall be of poured concrete and not less than 10 feet in width.
- (g) Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and over the rear seven feet of each Lot, or as shown on the Plat. In addition, easements in the streets, as shows on the 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.
- (h) Trees, Hedges, and other Vegetation. Trees, hedges, and other vegetation shall be maintained in such a manner so as not to obstruct any easement or street right-of-way or obstruct the visibility of intersections of any streets. The owner of each Lot is obligated and responsible for maintaining its Lot in such a manner that trees, hedges, bushes, grass, flowers, and other plant material are kept in a clean and orderly appearance on a regular basis.
- (i) Retaining Walls. Retaining walls other than those constructed by the Association require prior written approval by the ACC with respect to location, construction, and materials. Except for those built by the Association or its affiliates, any retaining walls which generally face a street right-of-way or are either between Residences or along or adjacent to the side or rear property lines of Lots shall be constructed of C.C.A treated lumber or masonry materials unless the ACC has otherwise provided prior written approval.
- (j) Mailboxes. The mailbox for each Lot shall be of a consistent design with all other lots within the Property and shall conform to the United States Postal Service regulations, and the Design Guidelines.
- (k) Tennis Court/Swimming Pool/Recreational Facilities. A tennis court, in ground swimming pool, basketball court, or other recreational facilities may be constructed upon any Lot with prior approval of the Association or ACC as to the location, drainage, and proper screening of such facility.

Article 4 MAINTENANCE PROVISIONS

- Section 4.1 **Owner's Obligation to Maintain.** Each Owner shall maintain its Lot and the Residence and other Structures thereon in a clean and orderly condition. Each Owner shall regularly mow grass and maintain the landscaping on its Lot in good condition at all times. Each Owner shall maintain the exterior of all Residences and Structures in good condition and shall make such repairs and replacements as necessary to maintain good order and the aesthetic harmony of the Property.
- Section 4.2 **Damaged Improvements**. If any Residence or Structure is damaged in any way, the Owner shall immediately repair such damage or, in the case of substantial damage when the Owner does not wish to rebuild, raze the damaged Structure or Residence and remove the same and leave the surface of the Lot in good order.
- Section 4.3 The Association's Right to Perform. If any Owner fails to maintain the condition of its Lot, the landscaping thereon, including the prompt removal of deceased trees and shrubs, or the Residence or other Structures thereon as contemplated by this Article 4 and fails to take action to correct such defect within thirty (30) days after the Association has furnished written notice thereof to such Owner, then the Owner of such Lot hereby grants permission to the Association (or its duly authorized agents) to enter upon such Lot and perform those duties which the Owner failed to perform without liability whatsoever to such Owner or any Person for trespass, conversion, or any claim for damages. The cost of performing such duties shall be added to the Owner's assessment account and shall bear interest at the rate of ten percent (10%) per annum (but not in excess of the lawful maximum rate), be payable upon demand, and shall be secured by the lien provided

(10%) per annum (but not in excess of the lawful maximum rate), be payable upon demand, and shall be secured by the lien provided for in Article 6.

Section 4.4 Easement Maintenance. Each Owner grants to the Association and the Board the right to access, repair, and maintain all facilities and improvements within any easement as recorded on any Plat for the Property. By acquisition of a Lot, each Owner hereby grants, creates and conveys unto the Association, the other adjacent Owners and the Association a perpetual drainage easement over, through, under and across the Owner's Lot for the purpose of permitting runoff and/or storm water to drain from other adjacent Lots over, through, under and across the Owner's Lot(s) ("Drainage Easement"). Without limiting the foregoing, in order to facilitate drainage from the Property subject to this Declaration over, through, under and across the Owner's Lot, each Owner hereby agrees that the Association or its authorized representative, as the case may be, shall have the right to enter onto the Owner's Lot at any reasonable time to (i) prevent possible interference with the Drainage Easement and to remove possible hazards from the Drainage Easement area, (ii) prevent the construction or placement of any building, structure or other obstruction within the Drainage Easement area which may endanger or interfere with the efficient and convenient use of the Drainage Easement, (iii) grade, improve, construct, reconstruct, repair and perpetually maintain swales within the Drainage Easement area, and/or (iv) regrade portions of the Drainage Easement area necessary or appropriate to permit drainage as generally described herein or as approved or required by appropriate governmental authorities. Notwithstanding any of the foregoing rights of the Association, each Owner hereby agrees to maintain the Drainage Easement area at such Owner's sole cost and expense. If any structures or other obstructions are constructed, created or placed by any Owner within the Drainage Easement area without the prior written consent of the Association or its duly authorized representative, the Association shall have the right to remove such structure or obstruction at the sole cost of such Owner.

Article 5 MAPLEWOOD COMMUNITY ASSOCIATION, INC.

Section 5.1 **Establishment.** The Association has been or will hereafter be restored or created as an Indiana not-for-profit corporation. Each Lot Owner shall be a member in the Association and such membership is appurtenant to and shall not be separated from ownership of a Lot. Upon the transfer of a Lot, the new Owner shall automatically become a member of the Association. The term of existence of the Association and other matters pertaining to its operation are set forth in its articles of incorporation and the by-laws. The Association is established to enforce this Declaration and the Covenants, to promote the interests of the Owners as residents of the Property, and to enhance the value of the Lots as a part of a harmonious, high quality, residential subdivision.

Article 6 ASSESSMENTS

Section 6.1 **Power to Establish Assessments.** The Association is empowered to establish and collect Assessments as provided under its bylaws for the purpose of obtaining funds to maintain the Common Area, perform its other duties, and otherwise preserve and further the operation of the Property as a first quality residential subdivision. The purposes for which Assessments may be used include, without limitation, maintaining, operating, managing, repairing, replacing or improving the Common Area or any improvements thereon; mowing grass and maintaining grades and signs; paying legal fees and expenses incurred in enforcing this Declaration; paying expenses incurred in collecting and administering assessments; paying insurance premiums for liability and

fidelity coverage for the ACC, the Board and the Association; and satisfying any indemnity obligation under the articles or bylaws. The Board may reject partial payments and demand payment in full of all amounts due and owing the Association. The Board is specifically authorized to establish a policy governing how payments are to be applied.

Section 6.2 Commencement of Assessments.

- (a) Upon acquisition of record title to a Lot by an Owner, and unless otherwise provided by separate agreement by and between the Association and the Owner, the assessments shall commence as to each Lot upon its conveyance to the Owner of each Lot.
- (b) The Association. The Association shall not be liable for assessments for any Lot that it owns. The Association may, but shall have no obligation to, subsidize the Association from time to time. In the event the Association decides to subsidize the Association and any shortfall in the operating budget of the Association is due in part to the failure of the Association to collect delinquent assessments, then the Association shall immediately and vigorously pursue collection of such delinquent Assessments through foreclosure, if necessary, and shall reimburse the Association the amounts, if any, so collected.

Section 6.3 Regular Annual Maintenance Assessments.

- (a) Annual Budget. For each calendar year or a part thereof during the term of this Declaration, the Board shall establish an estimated budget of the expenses to be incurred by the Association for the forthcoming year in performing its duties. Based upon such budget, the Association shall then assess each Lot an annual fee (the "Maintenance Assessment") which shall be paid by each Owner each October annually, unless the Board determines a different schedule. The Association shall notify each Owner of the Maintenance Assessment for the ensuing year by September 15th, but failure to give such notice shall not relieve any Owner from its obligation to pay Maintenance Assessments. Any Maintenance Assessment not paid within thirty (30) days of the date due shall be delinquent and shall thereafter bear interest as provided in Section 6.5(f). As to any partial year, Maintenance Assessments on any Lot shall be appropriately prorated.
- (b) Limits on Maintenance Assessments. The Board shall establish the Maintenance Assessment annually, pursuant to the bylaws, to meet the anticipated needs of the appropriate budget, but the Maintenance Assessment may not be increased in any year by an amount in excess of five percent (5%) above the previous year's Maintenance Assessment, unless such increase is approved by a majority vote of those members of the Association present at a meeting, in person or by proxy, where a quorum, as defined in the Association's bylaws, exists. The budget will include sufficient funds to cover the cost described in Section 6.1.
- (c) Uniform Assessments. Maintenance Assessments for all Lots shall be uniform, except for Lots on-Maplecrest and Trier where snow removal expenses are reduced.
- Section 6.4 Special Assessments. The Association may impose special assessments ("Special Assessments") to make capital improvements to the Common Area, to satisfy its indemnity obligations under the articles or bylaws, or for other similar purposes. Any Special Assessment proposed by the Association must be approved by a majority vote of those members of the Association present at a meeting, in person or by proxy, at which a quorum, as defined in the Association's bylaws exists. At least fifteen (15) days prior to any meeting of the Association called to consider any Special Assessment, the Board shall notify each Owner thereof by written notice specifying the total amount of the Special Assessment required, the amount thereof imposed on each Lot (which shall be uniform), the purpose for such Special Assessment, and the time and method of payment thereof. The time for paying any Special Assessment (which may be in installments) shall be as specified in the approved proposal for the Special Assessment.

Section 6.5 Liability for and Enforcement of Assessments.

- (a) Personal Liability. Each Owner shall be personally liable for all Assessments imposed during the time it is the record Owner of a Lot.
- (b) Reservation, Subordination, and Enforcement of Assessment Lien. The Association hereby reserves for the benefit of itself and the Association, a lien (the "Assessment Lien") against each Lot to secure payment of (1) the Assessments imposed hereunder and (2) payment of any amounts expended by the Association or the Association in performing a defaulting Owner's obligations as provided for in Section 4.3. Each Owner, by accepting conveyance of a Lot, shall be deemed to have agreed to pay the Assessments provided for and to the reservation of the Assessment Lien. The Assessment Lien shall be subordinate to the liens of any valid first lien mortgage or deed of trust encumbering a particular Lot. No sale or transfer shall relieve such Lot from Liability and the Assessment Lien for any Assessments thereafter becoming due.
- (c) Notices of Delinquency or Payment. The Association, the Association's attorney or the Association may file notice of any delinquency in payment of any Assessment in the Records of Allen County, Indiana. Upon the timely curing of any

default for which a notice was recorded by the Association, the Association through its attorney is hereby authorized to file of record a release of such notice upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed the actual cost of preparing and filing a release. Upon request of any Owner, any title company on behalf of such Owner or any Owner's mortgagee, the Board through its agents may also issue certificates evidencing the status of payments of Assessments as to any particular Lot (i.e., whether they are current or delinquent and if delinquent, the amount owed). The Association or its Managing Agent may impose a reasonable fee for furnishing such certificates or statements.

- (d) Suit to Recover. The Association may file suit to recover any unpaid Assessment and, in addition to collecting such Assessment and interest thereon, may also recover all expenses reasonably expended in enforcing such obligation, including reasonable attorneys' fees and court costs.
- calendar days from and after the due date established by the Board, a late charge shall be assessed against the non-paying Owner for each month or any part thereof, that any portion of any Assessment remains unpaid. Should any Assessment be payable in installments, the Association is authorized to accelerate the entire Assessment and demand immediate payment thereof. The late charge shall be in the amount of Ten Dollars (\$10.00) per month. The Association's Managing Agent shall be entitled to charge an Owner a monthly collection fee to compensate Managing Agent for its administrative costs and efforts to collect and process the late payment of Assessments. A service charge in the amount of Twenty Dollars (\$20.00) shall be charged for each check that is returned because of insufficient funds or any other reason. The amount of late charges and service charges may be adjusted, from time to time, by the Board consistent with any changes in the administrative costs to collect unpaid Assessments or the Association's bank charges. All late charges, collection fees, service charges and attorneys' fees assessed or incurred due to late payment of Assessments shall be charged to an Owner's Assessment account which shall be part of the delinquent Assessment and shall be payable and secured in the same manner as herein provided with regard to Assessments.
- (f) Interest on Past Due Amounts. All Assessments past due more than thirty (30) days, unpaid fines and other amounts owed to the Association by any Owner which are not paid when due shall bear interest from the date due until paid at the rate of ten percent (10%) per annum, but not in excess of the maximum rate allowed by applicable law.
- (g) Suspension of Right to Use Common Area. In addition to the other powers herein granted, the Board may suspend the right of Owner to use any of the Common Area during the time that such Owner is delinquent in paying any Assessment.
- (h) Suspension of Voting Rights. No Owner who is delinquent in paying its Assessments shall have the right to vote as a member of the Association while such delinquency continues; an Owner may cure a delinquency at a meeting to regain the right to vote by paying all outstanding amounts (including interest, fines, and penalties) by cashier's or certified check or other good funds acceptable to the Board.

Article 7 COMMON AREA

- Section 7.1 **Right to Use Common Areas**. Each Owner, the members of that Owner's immediate family, and the Owner's guests (provided guests are accompanied by an Owner) shall have the right to use the Common Area for its intended purposes as herein provided. The Association and the Association shall have the right to enter on and use the Common Areas at all times to exercise their rights or (in the case of the Association) perform its duties hereunder.
- Section 7.2 **Specific Facilities.** Specific facilities, if any, to be located in the Common Area shall be determined by the Association. The Association and the Board may promulgate reasonable rules and regulations for use of these facilities.
- Section 7.3 **Maintenance of Common Areas.** The Association shall be solely responsible for all maintenance, repair, replacement, and improvement of the Common Areas, utilizing the Assessments for such purposes as herein provided.
- Section 7.4 Risk of Loss Use of Common Areas. EACH OWNER SHALL BE INDIVIDUALLY RESPONSIBLE AND ASSUME ALL RISK OF LOSS ASSOCIATED WITH ITS USE OF THE COMMON AREA AND USE BY ITS FAMILY MEMBERS AND GUESTS. NEITHER THE ASSOCIATION NOR THE ACC SHALL HAVE ANY LIABILITY TO ANY OWNER OR THEIR FAMILY MEMBERS OR GUESTS, OR TO ANY OTHER PERSON, ARISING OUT OF OR IN CONNECTION WITH THE USE, IN ANY MANNER WHATSOEVER, OF THE COMMON AREA OR ANY IMPROVEMENTS COMPRISING A PART THEREOF FROM TIME TO TIME.

Article 8 SPECIFIC RIGHTS OF THE ASSOCIATION

- Section 8.1 **Rights to Annex.** The Association may annex additional property to become a portion of the Property and thereafter be subject to the terms, provisions and conditions of these Covenants. Any such annexation by the Association may require the prior approval of HUD or VA. The Association may exercise such right by recording a supplement to this Declaration in the Records of Allen County, Indiana subjecting such additional property to the terms and conditions hereof. No further action or approval shall be required or necessary for the Association to annex additional properties into the Property for the purpose of subjecting it to the Covenants. Any document subjecting additional property to this Declaration may also impose additional restrictions not found in this Declaration upon such additional property. Upon the annexation and platting of any additional property as herein provided, each Lot described therein shall become a "Lot" for all purposes hereunder.
- Section 8.2 **No Duty to Annex.** Nothing herein contained shall establish any duty or obligation on the part of the Association or any member to annex any property to this Declaration and no owner of the property excluded from this Declaration shall have any right to have such property annexed thereto.
- Section 8.3 Specific Association Rights to Amend Declaration. The Association, without joinder of the Board or the other Owners may amend this Declaration to correct any errors or to cause this Declaration to be in compliance with any City or other governmental requirement (including any requirements imposed by the Federal Housing Administration, the Veterans Administration, the Department of Housing and Urban Affairs, the Federal Home Loan Mortgage Corporation, or the Government National Mortgage Association).
- Section 8.4 Assignment of the Association Rights. The Association may assign its rights to a successor Association hereunder by execution of a written document, recorded in the Records of Allen County, Indiana specifically stating that the Association has assigned its rights as such to a designated assignee and declaring such assignee to be the new "Association" under this Declaration.
- Section 8.5 **Limitation of the Association's Liability.** The Association shall not be responsible or liable for any deficit in the Association's funds. The Association may, but is under no obligation to, subsidize any liabilities incurred by the Association, and the Association may, but is not obligated to, lend funds to the Association to enable it to defray its expenses, provided the terms of such loans are on reasonable market conditions at the time.
- Section 8.6 **Termination of the Association's Responsibilities**. In consideration of the Association's deficit funding of the Association, if any, upon the occurrence of an assignment of the Association's rights hereunder pursuant to Section 8.4, then and in such event the Association shall be fully released, relieved and forever discharged from any further duty or obligation to the Association or any of its members as the Association by reason of the terms and conditions, including any amendments or supplements, to this Declaration.

Article 9 MISCELLANEOUS PROVISIONS

- Section 9.1 **Term and Renewal.** These Covenants shall commence on the date hereof and shall continue in effect for a period of twenty-five (25) years. Thereafter these Covenants shall automatically renew for subsequent periods of ten (10) years unless sixty percent (60%) of a quorum of the Owners of the Lots elect to terminate, restate, or otherwise amend these Covenants by written instrument recorded in the Records of Allen County, Indiana. For purposes of amending these Covenants a quorum shall be 1/3 or 33% of the Lot Owners present at a special meeting called pursuant to the bylaws.
- Section 9.2 **Enforcement**. The terms, provisions and conditions of this Declaration and the Design Guidelines shall be enforceable by the Association, the ACC, and each Owner. The Board shall have the power and authority to impose reasonable fines (which shall not exceed \$500.00 for each separate violation) for violation of this Declaration, the Design Guidelines or any rule or regulation of the Association, which shall constitute a lien upon the Lot of the violating Owner as provided in this Declaration, and to suspend the Owner's right to vote or any Person's right to use of the Common Area. Each day the violation continues to exist shall constitute a separate violation. If any occupant, guest, or invitee of a Lot violates this Declaration, the Design Guidelines or a rule or regulation of the Association and a fine is imposed, the fine shall first be assessed against such occupant, guest, or invitee; provided, however, if such occupant, guest, or invitee does not pay the fine within thirty (30) days after written demand for payment from the Association, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of this Declaration, the Design Guidelines or any rule or regulation of the Association shall not operate as a waiver of the right of the Board to do so thereafter.

Section 9.3 General Easement for Encroachments, Access, Maintenance and

Utilities. Each Owner grants to the Association, or its duly authorized representative and the other Owners a general easement for the maintenance of any minor encroachments of Common

Area facilities over adjoining Lots and for access to and from each Owner's Lot through driveways, rights of way and easements as reflected on the Plat for the purpose of giving effect to the provisions of these Covenants.

- Section 9.4 **County Provisions.** All construction within the Property shall also comply with all applicable County ordinances and regulations. If any ordinance or regulation imposed by the County imposes more demanding, extensive or restrictive requirements than those set forth in this Declaration, such requirements shall govern. No ordinance or regulations adopted by the County shall lessen the requirements set forth in these Covenants.
- Section 9.5 **Notices**. Any notice required to be given to any Owner under the terms of this Declaration shall be deemed to have been properly delivered when deposited with the United States Postal Service, postage prepaid, properly addressed to the addressee. Each Lot Owner's address for purpose of notice hereunder shall be deemed to be the Residence located on its Lot.
- Section 9.6 Indemnification. Neither the Association, including any of its officers, directors, employees or agents, nor any officer, director or agent of the Association, nor any member of the ACC shall be liable to any person, Owner or any person claiming by or through any Owner or otherwise for any act or omission in the performance of the duties of such Association or officer, director or agent of the Association, or member of the ACC except only if such act or omission should be judicially declared to constitute fraud or intentional willful misconduct. The Association shall and does hereby agree to indemnify the Association, including any of its officers, directors, agents or employees, the officers, directors and agents of the Association, and the members of the ACC against all claims, demands, actions and proceedings and all expenses in connection therewith arising from the good faith exercise of their duties pursuant to this Declaration.
- Section 9.7 Severability. If any of the terms hereof shall be invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of these Covenants, which shall be in full force and effect.
- Section 9.8 Acceptance by Owners of Rights and Obligations. By the recording of a deed or other conveyance transferring all or part of an interest in a Lot subject to this Declaration, the person or entity to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all the provisions of this Declaration, the Design Guidelines, the articles and bylaws of the Association, including any rules or regulations adopted or promulgated by the Association, whether or not mention is made in said deed.

Section 9.9 Arbitration of Disputes Involving the Association.

- ANY AND ALL DISPUTES ARISING HEREUNDER BETWEEN AN OWNER AND DECLARANT SHALL BE SUBMITTED TO BINDING ARBITRATION AND NOT TO A COURT FOR DETERMINATION. ARBITRATION SHALL COMMENCE AFTER WRITTEN NOTICE IS GIVEN FROM EITHER PARTY TO THE OTHER, SUCH ARBITRATION SHALL BE ACCOMPLISHED EXPEDITIOUSLY IN ALLEN COUNTY AND SHALL BE CONDUCTED IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE ARBITRATION SHALL BE CONDUCTED BY THREE (3) ARBITRATORS, ONE OF WHOM SHALL BE APPOINTED BY THE OWNER AND ONE OF WHOM SHALL BE APPOINTED BY THE ASSOCIATION. THE THIRD ARBITRATOR SHALL BE APPOINTED BY THE FIRST TWO ARBITRATORS. THE ARBITRATORS SHALL BE SELECTED FROM A LIST OF ARBITRATORS SUBMITTED BY THE AAA. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ARBITRATION SHALL NOT COMMENCE UNTIL THE PARTY REQUESTING IT HAS DEPOSITED ONE THOUSAND FIVE HUNDRED AND NO/100 U. S. DOLLARS (\$1,500.00) WITH THE ARBITRATORS AS A RETAINER FOR THE ARBITRATORS' FEES AND COSTS. THE PARTY REQUESTING ARBITRATION SHALL ADVANCE SUCH SUMS AS ARE REQUIRED FROM TIME TO TIME BY THE ARBITRATORS TO PAY THE ARBITRATORS' FEES AND COSTS, UNTIL THE PREVAILING PARTY IS DETERMINED OR THE PARTIES HAVE AGREED IN WRITING TO AN ALTERNATIVE ALLOCATION OF FEES AND COSTS. EACH PARTY SHALL PAY HIS/HER OWN LEGAL FEES AND COSTS AND ANY OTHER FEES INCURRED IN CONNECTION WITH AN ARBITRATION PROCEEDING WHICH ARISES OUT OF OR RELATES IN ANY WAY TO THIS DECLARATION PROVIDED, HOWEVER, THAT THE ARBITRATION PANEL SHALL AWARD THE ARBITRATORS' FEES AND COSTS TO THE PREVAILING PARTY IN ITSARBITRATION JUDGMENT.
- (b) Other Dispute Resolutions. Notwithstanding the Association's and Owner's intent to submit any controversy or claim arising out of or relating to this Declaration to arbitration, in the event that a court of competent jurisdiction shall determine or a relevant law shall provide that a particular dispute is not subject to the arbitration provisions in this Section, then the parties agree to the following provisions:

(1) Waiver of Trial by Jury. EACH OWNER ACKNOWLEDGES THAT THIS DECLARATION IS A SOPHISTICATED LEGAL DOCUMENT. ACCORDINGLY, JUSTICE WILL BE BEST SERVED IF ISSUES REGARDING THIS DECLARATION ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. EACH OWNER AGREES THAT ANY CLAIM, DEMAND, ACTION, OR CAUSE OR ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSSCLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS DECLARATION, ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY.

Adopted by the Association as of the date set forth above.

MAPLEWOOD COMMUNITY ASSOCIATION, INC.

An Indiana not-for-profit Corporation

Its: President

STATE OF INDIANA) SS: COUNTY OF ALLEN

On this // day of April, 2012, before me, a Notary Public in and for said County, personally appeared PAUL E. CORDRAY, known to be the same person described in and who executed this Declaration and who acknowledged the same to be his/her free act and deed,

Witness my hand and Notarial Seal this day of April, 2012.

My Commission expires:

12-31-2014

Notary Public

Prepared byand

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

(name printed, stamped or signed w/print)



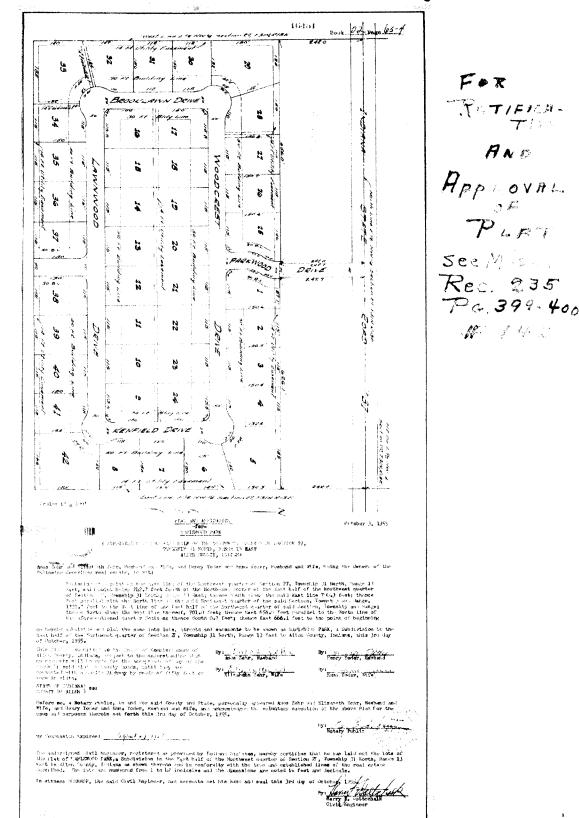
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W. 144 C



Allen County Recorder Document #: 2012021578

P/230

PROTECTIVE RESTRICTIONS, COVENANTS AND LIMITATIONS BOOK 22 Page 64

MAPLEMOOD PARK

A SUBDIVISION IN THE EAST HALF OF THE MORTHWEST QUARTER OF SECTION 27, TOWNSHLP 31 MORTH, RANGE 13 EAST ALLEN COUNTY, INDIA MA

All lots in said addition shall be subject to and impressed with the covenants, agreements, restrictions, limitations and charges hereinafter set forth; and they shall be considered a part of the conveyance of any lot in said kidition without being written therein. The provisions herein contained are for the suctual benefit and protection of the comers, present or future, of any and all lots in said Addition; and they shall run with the land and shall inure to the benefit of and be saiforceable by the owner, or comers, of any land or lots included in said Addition, their respective legal representatives, hairs, successors, grantees and satigns to comers, or comers, 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. Not more than one (1) single family dwelling house shall be erected on any one lot.
- 2. Only suitable and necessary outbuildings to be used in connection with a private residence may be built on any lot.
- 3. No temporary building of any kind, including house care, shall be erected or placed on said lot.
- 4. Said lots shall not be used for shy trade, manufacturing or business of any kind.
- 5. No residence shall be erected on said property having an area on the foundation, exclusive of garage, of less than 900 square feet, if a two-story building, or 1300 square feet if a one-story building. No house shall be erected on any of the said lots without the plans first being submitted for approval to the original sellers, some and Elzabeth Zehr and/or Henry and Exam Koder. May objections to any plans shall be reasonable and the sellers shall not request any unreasonable construction to secure the approval of any said plans, it being the purpose of this provision to secure erection of desirable houses in said Subdivision to the extent that other houses erected thereon shall not become unsalable or their value decreased by the erection of untesirable houses or outbuildings.
- 6. Before any dwelling on said lots shall be occupied, it shall have a private well and shall have a private disposal system with a septic tank, and shall in all things meet the requirements of the State Board of Health.
- 7. All buildings placed on said lots shall be erected thereon in a substantial workmanlike manner.
- 8. No roll siding of any kind or description shall be used in the exterior construction of any dwelling on said lets and no roll roofing of any description or character shall be used on the roof of any building erected on any building lot.
- In midition to all building line restrictions, as set out in said Plat, no house or outbuilding shall be erected nearer my lot line than ten (10) feet.
- 10. No fonce shall be erected or maintained in the area contained between street lines and the frombuilding lines of any lots in said Subdivision.
- 11. All oil or fuel storage tanks shall be either underground or concealed within the main structure of the house, garage or sultable building, or screen, in the case of seriform fuel storage.
- 12. The restrictions and conditions contained herein shall be covenants running with the land and shall operate for the benefit of and may be enforced by the grantor or the owner of any lot in said tract and shall be binding upon the heirs, administrators, executors and assignees of the abovesigned.
- 13. Said restrictions shall remain in full force and effect until amended and shall be smended only by the consent and approval of the owners of not less than two-thirds (2/3) of the real estate first above described.

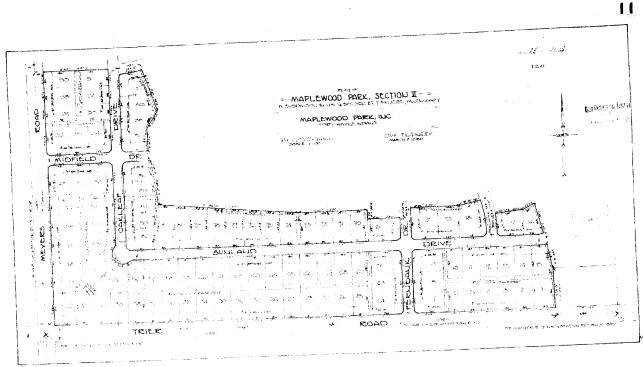
APPROVED: BOARD OF COMMISSIONERS Jan Ol

Henebry wan) Think ramuel

Attests auditor, Allen County, Indiana

Sook

EXHIBIT B The Protective Restrictions, Covenants, Limitations and Easements for Maplewood Park, Section II and the legal description of the land with which they run



Fox: Costitionals of Emphanial, See Misc. I seekd 208.7 .251, 18192 Fore Midition Can of Approximations, See Misc. Record Sin 7937-1, 1835 S.

May 11, 1959

25 ... 12

PLAT OF

A SUBDIVISION IN THE MORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 MORTH, RANGE 13 EAST ALLEN COUNTY, INDIANA

The undersigned, Maplewood Park, Inc., an Indiana Corporation, by D. J. Brandenbarger, ite President, and Henry T. Yoder, its Vice President, being the Owners of the following described real estate, to wit:

President, being the Owners of the following described real estate, to wit:

Part of the Northwest quarter of Section 27, Township 31 North, Range 13 East in Allen County, Indiana, described as follows, to wit: Seginning at the Southwest cornar of the Northwest quarter of Section 27, Township 31 North, Range 13 East, said corner also being the point of intersection of the centerline of the Manage 13 East, said corner also being the point of intersection of the centerline of Range; thence North 0 degrees 35 minutes News along the West line of the aforementationed Section, Township and case of Section 27, Township 31 North, Range 13 East 1250.0 feet; thence East 30.0 feet; thence East 105.0 feet; thence East 155.0 feet

do hereby subdivide and plat the same into lots, streets and easements to be known as MAPLEWGOD PARK, SECTION II, a Subdivision in the Northwest Quarter of Section 27, Township 31 North, Range 13 East, Allen County, Indiana, in accordance with the Flat day of May, 1959. MAPLEWOOD PARK, INC. By: D. J. Brandenberger, its President By: Henry T. Toder, 16s Vice President Before se, a Notary Subject in and for said County and State, personally appeared Maplewood Park, Inc., an Indiana Corporation, by Dally Brandsharger, its Fresident, and Henry T. Yoder, its Vice President, and acknowledged the voluntary execution of the Plat hereshell for the purposes and uses therein set forth, this _____ day of May, 1959. 2. Just 5 Notary Public My Commission Expires:

The undersigned Civil Engineer, registered as provided by Indiana Statutes, hereby certifies that he has laid out the lots of the Flat of MAPLEWOOD PARK, SECTION II, a Subdivision in the Northmest Quarter of Section 27, Township Il North, Range 13 East, Allen County, Indiana, as shown on the Plat berewith, and in conformity with the true and established lines of real setate described. The lots are numbered from 1 to 99, both inclusive. The dimensions are noted in feet and decimals on the Plat.

IN WITNESS THEREOF, the said Civil Engineer has hereunto set his hand and seal this and you of May, 1959.

By: Jany Octaonale, Reg. Prot. Cavil Sugra *****

Allen County Recorder Document #: 2012021578

MAPERSON PROGRAMMENT CONTROL OF TRANSPORT PLANNING, ROSEN 13 SAFT

- Fact on EXCENSIVE MESS CONFIDENCE.

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- to any extreme uses the control of the state of the state
- solidate in article, to well-ther shall be located on my let report to the found for like or nearer to the acts stream and then the wholdment rither extent lines shown on the recorded plat, in any event, no building shall be located on my let meaner than 10 feet to the fines shown on meaner than 10 feet to the shall be shall be located and my let meaner than 10 feet to the shall be located on any side errors than 10 feet to the shall be located and any interface line are the shall be located and any interface the enter than 20 feet to the contract of the lines are shall be located and any interface the enter than 20 feet to the contract of the shall be located and any interface the enter than 20 feet to the contract of the shall be located and any interface the enter than 20 feet to the contract of the shall be located and any interface the enter than 20 feet to the contract of the shall be located and any interface the enter than 20 feet to the shall be located and the shall not be construct to point another late.
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- W. Thousas the delical. To structure of a terroray churcher, trailer, bisecont, that, sucks, garage, burn, or other activities static or use or any lot strong time and registering of their temperating or personality.
- 2-7. Sides, he size of my kind shall be displayed to the public riew on my lot except one professional sign of not non-them five square feet afterwining the property for sale or rent, or signs used by a billion to abortion the property decine the construction and only a particle.
- and oil on numer organization. To oil ording all development operations, all refining, quarrying or similar operations of any dark shall be partitled upon for how both one shall oil wells, through three in market movements of shall be provided upon or fined or other characters destined from the both of or other characters destined upon the shall be reached, which is a contract a contract of the characters destined upon the latest of the characters destined upon the latest of the characters of
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- the filter little model to constructed to a substitute L and mercunilize names against new cateriolise.
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- (c) to the first and any or agency of the results have a large or agency to potentiately between the particles of a medical results and between the control of the absolute form.
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- (2) the Nost healthay by some or dominators, should be to order or epitods blocks that it is maken what shows as consider in smittary moments.
- will implement body, no., the anome or necessary, that initial all exter connection to min lines and and occasion to a set due, touch of their like of street, this year one extens free capt have to come shall be a. Mi not be a set of the connection of the connection of the set of the connection of t
- 322. An Clase shift in an iterior surfacemed in the laws that has between states lines and the front building lifety of my law to the molecular visions.
- 123. the observations of all let the above in fact and because of a foot on the plat.

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- cate our communication respectively and the product of the CDD persons, the first Grantine Weebers to be used. Parable control of the Cont
- Bal. 78071/20. Be despitable symbol or disministral is recained in these corrects on it be in writing, in b. event see Confilte, or its indicates representable, fills to appress or disappress status 10 days after plans and specifications have now indicates in to one indicates to it, or in may event, if no whit to onjudical constructions have now indicates to the confidence of the conf

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- 2.1. Table. There community are to run with the last and chall be studied on all parties are all persons all sing unfor them for a partie, of treative-five years they the date lasers convening are recogned, after which the sale convening small be a treative-fit persons for necessary persons of the last har seem promoted, agreeing to change sale convening an above or a part.
- 27, consecutive, inforcement chail so by proceedings at low or in equity against any person, or persone, violating, or act against to wighter, any convenue alther to rectain violation or to recover damaged.
- CHI. C 1986 ILITY. Invitidation of any one of tuose revenants by judgment or mount order shall in no wise affect any or the other specialons, which shall regard to Pali force and offset.

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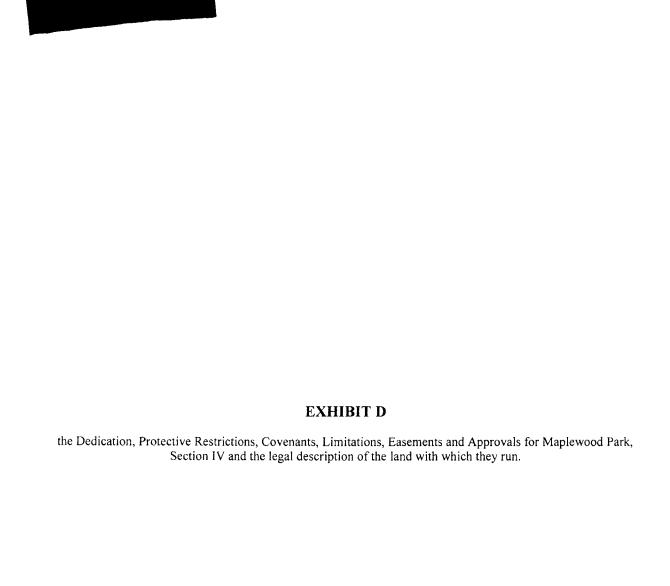
EXHIBIT C The Protective Restrictions, Covenants, Limitations and Easements for Maplewood Park, Section III, and the legal description of the land with which they run.

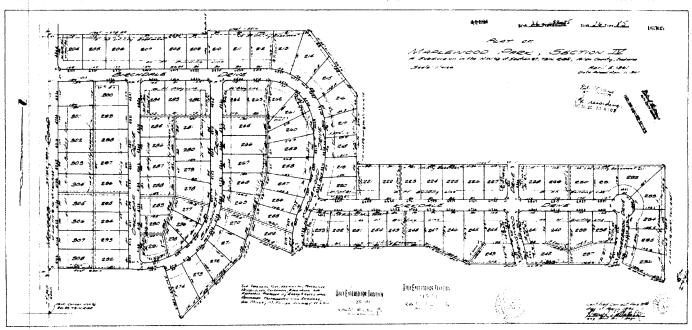
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(4) Line (3) All Orders (10) - 3. Line and he was enough for endounted persons. An including and, to exceed, address, proceed or continues to make an experience of the continues of the contin FAS. 280.82 1119 SPEAR TORK ON LINEARY, IN SHELLING WITH WHITE HE MAY BE TO BE A PROPERLY AND A PR modifies the characteristic and the least of a weight page to the first to the entire the processor of the p FOR AMERICAENT 445. Silver silverit, he were in ability excepted on placed as any few horters a view on laderium of drest as the Silver as tribidate common kilos, one shall any monthing be arrested on silver on any left haster as even at two tops four investments. Soo Miss. Rec. the Juda to Servente for installations in Coleman of Olivina in history installed one presented as own to the restrict glab but now the contract test and but at an order on the late. PGS. 2706 The restrict gap but have the concentrative of the day at a primary for the part of the pa 27069 Size a storing of the plan issued to inspire the public ofer oning for every or instruction size of estimate the city equals fort, and come is not some than five dament code, should then the property for eath or made or made or regar-ated to individual to storing to the property or the control of the control of the property. (a) All States, which has a factor of the definition of the section of the lates, control of a state generation of the factor of the section of the secti 3-11. 47:370.2. S. CCANA. D. and Dr. Hammton are alloy of any atol about to robots, here as east as any long to reason to robots based to pate any a sept provided that they are not legal, upon dr. an extract for any consisted persons. This is with and sometiment reads, the let on, it is sometime in a charging growth for the rate, garings or other means in the source lays sometiment, all includes an investment or other exceeding most of signated in our independ and the source in the investment of general days in the source exceeding an From the descriptions of the first transition of the second production of the second second production of the second seco • As all softing, alone to drough attites, or emine testing of wait as terms, are of the principal enterpresents, and the former enterpresent of the extension of the entries of the en A-10. All size on first otherwise burst first to that aller ground on commendative that it we call a similar of the despiting name. of collection to the collection of the collectio belong the ACMS represents the several three to remain three all point for non-solutions, by making a part of the presentation of all news transferred and the late will be learned to the foreign part of the control of the present three controls are all the families to the foreign part of the present three controls are all setting the control of the present three families are the families and present the control of property the controls are the control of the present three controls are the controls are the control of the controls are the controls and the control of the controls are the controls and the control of the controls are the controls and the control of the controls are the controls and the control of the controls are the controls and the control of the controls are the controls and the control of the control of the controls are the control are the controls are the contr \$200 all that decidings by nomic of honomes, that that on the process of both it is not the comments start material process. - orth doubter forthwest Copys to wear a processor politicals of trafer consection to refulling and ending injuried the orth blace and either effect of each of the consection of the end of the orthogonal and of the Jis they type 17 maps, while out of the state of the consection of the end of the consection of the 4-63. To leave that is sentent of markstate; if the arms contained referent street filmes and the feder bytoical librariat may be to the federal depotential the The first of the following control of the first of the fi Secretarian of the control of the co 246.31 - 325-24-24214-256 The continues of the later to be a later to the common way was to the second second second second to the control of the common of The second state of the se the feeting to the second





LEGAL DESCRIPTION OF MAPLEMOOD PARK, SECTION IV

Said above tract of land containing 37.72 seres of lawl, more or less, and subject to grants, easements and rights of way over and across the west 40.7 feet thereof for the Newpers Road,

CERTIFICATE OF PROFESSIONAL CIVIL ENGINEER

I, Harry K. Gottschalk, hereby scrifty that I am a Professional Givil Engineer, licensed in compliance with the laws of the State of the Association of the State of the State

BRY ENTERE FOR TAXATION Street Street Street Street £ ≈ 1 6 1961

Robert C. Winship . P.

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DEDICATION, PROTECTIVE RESTRICTIONS, CLYMBAFTS, LIMITATIONS, SASEMENTS AND APPRIVALS APPRIVALS APPRIVED TO AS A PART OF THE DEDICATION AND PLAT OF MAJISMOOD PART, SECTION IV, A SUSDIVITION IN THE MOSTRESS CHARTER OF SEC

NORTHEASTERN DEVILOPMENT GORF, an indians Corporation, by Chris Stauffer, its President, and Trennts Yoder, its Successry, hereby declares that it is a contract to the real state shown and described in this Pite and dose hereby lay off, plat and subdivide said resi estate in succedance with the information shown on the final plat, being the cortified plat supended bereto and incorporated herein. This subdivision shall be known and designated as MAPLENGO PAKK, SECTION IV, a subdivision in the Northesse quarter of Sachion 27, Township 31 North, Range 13 East, Allan County, Indiana.

The lots are numbered from 20, to 308, both inclusive, and all dimensions are shown in fest and decimals of a foot on the Fist. All streets and esseasants specifically shown or described are breeby expressly dedicated to public use for their usual and intended purpose.

PART "A" - RESIDENTIAL AREA COVENANTS

- A-1. LAND USE AND EULDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or paretited to remain on any lot other than one detached single-featily dealing not to exceed two stories in height. Each house shall include a garage, which shall be built as part of said structure end attached thereto.
- ANGHITETURAL CONTROL. So building shall be erested, placed, or altered on any lot until the construction plans and specifications, and a plan showing the location of the twincture, have been approved by the Architestural Control Committee as to quality of womenaning and asterials, heremay of external design with existing structures, and as to location of the steeped design with existing structures, and as to location of the structure of the str
- A 4-3. DWELLEY SIZE AND GRALITY. No dwelling shall be built on any lot having a ground floor area of the minimum ethodure, evoluate of one-ethny open porches, breaseway on prevage. The shall 120 square feet for a constant control of the shall control of the sha
 - BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the after street line that the entires building estable lines shown on the street line that the entires building estable lines about on the street line for the the front lot line, or nearer than 20 feet to any side street line. No building shall be located mearer than 7.1/2 feet to an interior local line, do deciling shall be located on any interior lot nearer than 25 feet to the rear lot line.
- A-5. LOT AGAS AND WIDTH, No dwelling shall be aracted or placed on any lot having width of less than 70 feet at the minisum building satback line, nor whall any dwelling to sweeted or placed on any lot having an area of less than 9,000 aquare feet.
- A=5. EASPMENTS. Exsements for installation and maintenance of utilities and drainage facilities are reserved as shown on the resorted plat and over the rear seven feet of each tot, or as alound on the plats.
- A-7. NITUANCE. No mod one or offensive activity shall be carried on upon any los, now hell enything be done blackon which say be or may become an annagence or muleance to the neighborhood.

 DUYEMERDIGS TAKINGS.

ROLL SLEEN P

- 4-5. NUMPORARY SIGNOTHESS. No abrusture of a temporary character, twaller, because, tent, shock, garage, barm, or other cuthvilding shall be used on any lot at any time as a residence, either temporarily or personantly.
- A-9. SIGNS. We sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one equate first, one sign of not more than five square fact, always in the project or sale or seal, or signs used by a Cultile to aftertiam the projectly during the construction and makes period.
- A-10,011 AND MINISH OPERATIONS. No old drilling, old development operations, oil refining, quarrying or shoing operations of any kind shall be presisted upon or in any lot. No describe or other structure is sagged for the use in boring for oil or natural gas shall be eracted, maintained or practiced upon only lot.
- A-11, LINSTORK AND POLICITY. No animals, livestock or poultry of any kind shall be resteed, bred or kept on any lot, except that dogs, cate or other household pets any be kept provided that they are not kept, tred or sainteined for any convential purpose.

 A-12, GARRAGO AND REPUSE OLIVEGAL. No lot shall be used or mainteined an a dumping ground for rubbish. Tresh, garbage or oliver waste shall not be kept succept in sentery conditions. All incinerators or other equipment for bis storage or disposal of such material shall be kept in a clear and sentery conditions.
- in a clean and senitary condition.

 A-13, SIGHT DISTANCE AT INTERSENTINGS. No fence, well, hedge on shrub planning, which obstructs sight lines at elevations between 2 and 6 rant above readerys, shall be placed or permitted to resent on any corner lot within the triangular area formed to receive the state of the sta
- A-Di, All buildings shall be constructed in a substantial and wormsenlike senser and or new sateriels. No roll adding, sebestors slimple siding, or siding containing asphall or ter as one of its principal ingredient shall be used in the exterior construction of any building on any lots of said subdivision, and so roll wording to subject this or Character shall be used on the roof of any describing to the sateries on any of said lots, all otherwise shall be used on the roof any shall be used on the roof any shall be disasony construction.
- A-15. DRIVES. All driveways from the street to garage shall be of poured concrete and not less than 10 feet in width.
- A-16. All oil or fuel storage tanks shall be installed under ground or concealed within the main structure of the dwelling house, its basement or attached garage.
- A-17. Ho individual water supply system, or individual sewage system shall be installed, maintained or used on any loke in this subdivision.
- A-18, in edition to the utility easements hereindesignated, essements in the streets, as shown on this plat, are hereby reserved and granted to all Public Utility Compenies, the Proprietors of the land herein platted, and their respective successors and easigns, to install, lay, erest, construct, reaw, operate, repair, replace, maintain and recover all and every type of ges main, weier cain and seeer main (Sanitary and/or Storm) with all necessary spilances, subject, severialecs, to all researchize requirements of any governmental tool networks.

- A-19. The utility operating the sever lines and sewage disposal plant for said Subdivision, or easigns, shall have jurisdiction over the installation of all sever connections and the same shall be installed to the front property line of sech lot by the developer. All mesorials because the continuing sever lines from front property line to the house which continuing sever lines from front property line to the continuing sever lines from front property line to the disposition of the several several lines of in the initial installation. See the seal thereof, The serior first tile using wedgelook Seals, or the equal thereof, The set of brief of the same wedgelook imagestion by the developer or agent.
- Inspiration by the arrange of another things as not vater, street pareant and surface mater caused by naturel precipitation shall at any time be discharged into or premitted to fice into the Santiary material and surface and shall be a separate seem system from the Storm water and Surface surf
- A-21. North Eastern Development Corp., its assigns or successors, shall install all seter connections to main lines and shall extend the mass to surb boxes on either side of the street. All Water connections from surb boxes to house shall be of 3/s, inch type "R" copper.
- A-22. No fence shall be erected or maintained in the area contained between street lines and the front building lines of any lot in the said subdivision,

PART "B" - ARCHITECTURAL CONTROL COMMITTEE

- MAT. R. AMCHIEFUTURAL CONTROL COMPLYING

 E-h. MANURARIEF. The Architectural Control Committee is compused of three [3] persons, the first Committee Numbers to ber (this plant's Trennis Yoder and Henry Miller. A majority of the Committee any dearth of resignation of any members of the Committee, the remaining memors annull have full nor its designation and a successor. Melther the members of the Committee, the nor its designation of the committee of the Commit
- FROCEDIES. The Committee's approval, or disapproval, as sequined in these covenants, shall be in swriting. In the sevent the Committee, or Ity designated representatives, failtee approve or disapprove with 70 deys after plans and specifications have been submitted to to, commenced prior to the continuing happened and the related covenants shall be deemed to like been fully compiled with.

PART "C" - ORMERAL PROVISIONS

O-1. TERM. The restrictions and observate herein contained shell fur eith the land and be affective for a partial of fifty (50) years, unless, grier to the expiration of fifty (50) years, unless, grier to the expiration of fifty (50) years, and covenants are altered or mended by his years, and the action and covenants are altered or mended by the restriction and interest to the alternation of the lots in the alternation of the lots in parameters and covenants are made. The bern "Covered" shell be the parame, firm, or opposetion in shoose mean the fee single title appears of record in the Office of the Secondar of Allen Jounty, Initians.

- C-2. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person, or persons, violating, or sitempting to violate, any devenant either by resterin violating for monory damages.
- SEVERABILITY, invalidation of any one of these overants by judgment or odust order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
- FRONTERTION. Before any house or building on any lob or tract in this subdivision shall be used and compiled as a dwelling or as otherwise provided in the multivision restrictions shows, the developer or any subsequent bener of said lot or tract shall instell all improvements serving said lot or tract se provided in said plans and specifications for this addition filed with the board of County Commissioners. This coverant chall now the track and and be enforceable by the County of Allen, Indiens, or by any aggriswed lot owner in the subdivision.
- SENITIONS. For the purpose of this plat and the operaments appended SARVEROR. The word Those any mean either any of said lots as plathed on any tract or tracts of land as conveyed originally no 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 superior in accordance with the restrictions hereinshore eat out or such further restrictions as may be imposed by any applicable soming ortisence, PROVIDER, REMERCE, no tract of land consisting of parts of my one lot or parts of more than owner small be considered a lot of unless said tweet of land consisting of parts of my one lot or parts of more than owner small be considered a lot of unless said tweet of land consisting of parts of the small shown on the plat.

IN WITNESS WHERE X, North Eastern Development Corp., an Indianal Amportanton, by Diris Stauffer, its President, and Trents Todar, its Scoretary, Conject the real stable learnabled in said flat, has hereunto set the hand and seed by its duly authorized officers, this ith day of April, 1961.

MOTER CASTERN DEVELOPMENT DORE.

By: Heart Stauffer tts Prostdent

By: Transis Solate its Jacretary

STATE OF INDIANA) SS:

Before on, a Mohany Public, in and for said County and State, personally appeared North Earthern Development Corps, as Indiana Composition, by Thirs Statisfies, the Freedency, and Termine Toder, its Searchary, as assume that the Sacratary and eatherstaided for Follutary execution of the Plat herewith for the purposes and sate Direction as forth this 5th age of April, 2004.

an Leve m. Philip My Commission Despites Jane 3 1965



Blims

Z.X.



ACPROVED:

BOARD OF SCHNISSISHERS Allen County, Indiana

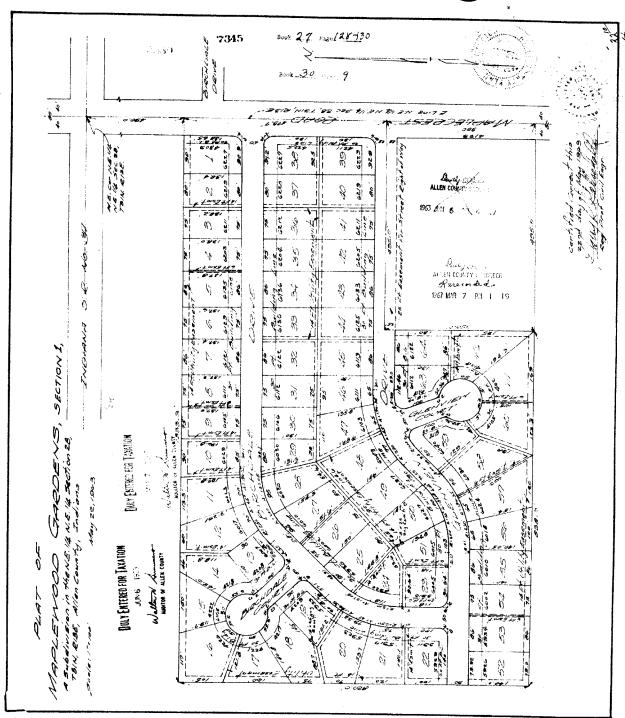
Matter Wife. Men H Jako

luce Walley pen gomith

agoing plat, dedication, protective restrictions, coverants, casessents revels prepared by Herry K. Gottechalk, Registered Professional Civil r, and Mickey H. Miller, Attorney at Lew.

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EXHIBIT E The Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals for Maplewood Gardens, Section I, and the legal description of the land with which they run.



BOOK 27 Pres 129

LEGAL DESCRIPTION OF MAPLEMOOD GROUPING
A CURSONVISION IN THE M.S. 1/4 OF THE M.S. 100 MAPLEMOOD 26, TOMBERLY 31 MORTH, RANDE 1) RACT
ALLES COUNTY, INDIANA

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Morth, Bangs 35 East in Liben County, England, described as follows, to with Beginning (et a point extusted 1900 fees Rocchin County), England, and the Section of the Egytheast Section

CERTIFICATE OF PROPESSIONAL CIVIL ENGINEER

2; hery E. Gottodhalk, hereby carality that I am a Profuseional civil Engineer, Linnard in compliance with the laws or the State of Indiana, and that the Helland correctly represents a survey combited by as iny 27; 150; to the services shown become actually exists and that their location; the type and material are socurately shown. Said that are numbered from 1 to 6th, both inclinaives



BULY ENTERED FOR TAXATOM

ANG 1953

The MONTOR. No billing shall be idented on any ion salror to the front lot line or nearer to the time of the control of any lot searer than 30 tends of the control of any lot searer than 30 tends at the control of th

- Let Area and winter. Ro deelling shall be erected or plined on any lot having a winth of less than 70 feet at the mini-graph of the sector line, nor shall any dwelling be erected or placed on any lot baving an area of less than 9,000 course feet.
- A.c./ESTS. Massmonts for the installation and maintenance of utilities and drainage facilities are reserved ever the rear seven (7) feet of each lot unc/or as shown on the plat.
- A-7. Solianol. No solious or offensive activity shall be corpied on upon any both nor shall anything be some thereon which may become an annoyance or nutsance to the nationarious.
- 1-6. TEMPORAN STRUCTURES, an atmospher of a temporary character, trainer, penement, tent, stack, Marage, barn, or other orbitalism, shall be used on any lot at any line as a residence, sicher temporarily or personantly.
- Cluss. As sign of any kind shull be displayed to the public view on any lot except mer professional sign of non more that one statement of not more than its square cost, address to be sign of not more than Itse square and, address to be property for sale or rent, or signs used by builder to avertice the property during the construction and sales period.
- A-10. OIL AND MENING OPERATIONS. No self drilling, oil development operations, oil reflexing quarrying or maring operations ment operations, oil reflexing quarrying or maring operations of any Kina shall be permitted upon use to boring for tollor networking that a shall be eracted, maintained or permitted upon any lot.
- A-11 LVETOCE AND POINTS. So unisals, livestock or poultry, of any kind shall be raised, bred or kept ou any lot, except that logs, eats or other household mets any be kept provised that they are not kept, bred or maintained for any questional purpose.
- A-12. TARREST ALLS EXPERS PLETTERAL. Ed let stall be used or swin-tended as a sumping ground for swinter. Thank, parbage or other waste shall not be separate in anothery containers. All inclinations of other security for the attrage or dispose? On the security shall be kept in a clean auditable of the security of th
- AND FIGHT DISTANCE AT INTERCAPTIONS. No fence, well bedge or shrub planting, which obstructs signt line at elevations between 2 and 5 feet above condays, shall be placed of permitted to remain on any corner lot within the triangular permitted to remain on any corner lot within the triangular

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SUSTIGATION, PROTECTIVE AMENTACTIONS, COVENANTS, LIMITATIONS, LABRACINE AND APPROVALS APPEADED TO AS A FART OF THIS DELICITIES. AND PLAT OF RESPECTACION AND PLAT OF RESPECTACION AND PLAT OF RESPECTACION AND THE ROCKINGS STREET, CLEME COUNTY, INDIANA SHIP J. HIGHTI, ANDRES 3, ZACT, ALEN COUNTY, INDIANA SHIP J. HIGHTI, ANDRES 3, ZACT, ALEN COUNTY, INDIANA SHIP J. COUNTY, ANDRES SHIP J. COUNTY, INDIANA SHIP J. COU

Sours sayran Development Dorff, an Indiana corporation, by Ohris Stauffer, Its Fresident, and Joseph L. Zehr, and the Fresident, bereby declares that It is the Owner or buying off, plat and useful and describes in this last and describes in the last and describes and read, sebeng the certifies plat appointed hereto and only the second berein. This subdivision shall be known and designated as MAPLENTOU GARDEN, SECTION 1, a suchivision in the effectives of Marter of the Northeast Lueres of describe. 28, Township 31 North, Range 13 Spac, Allen County, Indiana.

The lots are unabserd from 1 to 64, but inclusive, and all discussions are shown in feet and casimals of inclusive, and all discussions are shown in feet and casimals of a loot or the Plat. The property of the property of the property decipated to public use for their usual and intended purpose.

PART "A" - RESIDENTIAL AREA COVERANTS

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 Land Cas AND RELETED TIPE. He let shall be eracted,
 for residential purposes. No building shall be eracted,
 sliegred, placed for powerfitted to remain for any let other
 then one detached single-family decling not to exceed
 then one detached single-family decling not to exceed
 the other shall be built as part of said structure and attached
 which shall be built as part of said structure and attached
- thereto.

 A.2. ADMINISTRAL CONTROL. do building shall be erected, placed, or altered on any lot until the conscience of the ind spootfication, and a plan should be considered on the structure, tark been approved the place of the constitute of the
- building octback line.

 Act, Deall'my Side. We building shall be built be forth numbered. I. Shard 19 baving a ground floor area upon the foundation, exclusive of one-story open perchas, breatness or garage, of less than 120 aquare feet for a case of such states. It is a support amper than one-story open perchase the state of the story, and the state of a super story open perchase breatness of garage, of less than 500 aquare steel for a super season is obtained on a carriaghter of one-story open perchase breatness or garage, of less than 500 aquare seef for a superatory builting one-story. Foundation, and the state of the

area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the
atrest lines, or in the case of rounded property corner,
from the intersection of a street property times extended.
The same from the intersection of a street property line extended.
The same from the intersection of a street property line within
the edge of a drivenes or alley present, in three shall be
purgitted to remain within such distances of such intersections,
indees the foliage line is maintained at sufficient height
to prevent contriction of such sight lines.

- All buildings shall be unnetrucied in a substantial and good sortunantike names and of new materials. No real stding, sabestes stirale stding, or sidne containing suphalt or tar so the of the tribulation of any building on any locs of said and the used in the substantial of the tribulation, and no real recoffice or any description or character shall be used in the contractor shall be used in the following on any description or attached garage on any of said lots.
- DRIVEL. All criveways from the street to the garage shall be poured concrete and not less than 10 feet in width.
- A-16. All oil or fuel storage tanks shall be installed under ground or concealed within the main structure of the dwelling house, its basement or uttached garage.
- So incretical eater supply system, or individual sewage disposal system shall be installed, unintained or used on any lots in this subdivision.
- namer and repair of and atreets.

 The .:lity operating the sewer lines and sewage disposal plant for anid Subdivision, or assizes, shall have pladistion over the installation of all sewer connections and the latest whell be installed to the front proper of and the latest while the results of and in by the developer. All satestains to the house small be of lines from same in the initial installation. Upocifications with the latest several properties of the latestain states of the latestain states of the same in the initial installation. Upocifications with the same in the fact its using daugelock Seals or poster; I he said installation that is the same several properties of the same several states and the same several several

senter). The said insustance of the said things as root water, by the developer of agent.

1.200 We rain and store water run off or such things as root water, the rain and store water caused by natural precipies the said as a said as a

2012 27 Page /30

A-21. North Eastern Development Corp., its assigns or successors, shall install all water connections to main lines and shall extend the same to outh boxes on either side of the street, fill water connections from outh boxes to house small he of 3/1 inch type "% copper, installed by demer, having the inch by 7-1/2 inch galvanised bise oldpresses for the subject of the street, suitably located and installed. No water will be furnished until such installation.

PART "B" - ARCHITECTURAL CONTROL COMMITTEE

MSMERISHP. The Architectural Control Committee is com-posed of three members, the first Committee Fembers to be; bris Staufer, Trennia Yoder and Joseph in Achr. A majority of the Committee may designate a representative to act for it, in the stent of dath for resignation of any member of the Committee, the restaining members whall have full authority to designate a enclosure. Stations the members that the nor its designated representative, has been continued to this covenant.

H-2. PROCOMMER. The Committee's approval, or disapproval, as required by these governants, and I be in watting. In the swent the Committee, or its disapprated representatives, fails to approve or disapprove within 10 days after plans and specifications have been quintited to it, or in any swent, if on a new term of the complete the construction fast test, the complete the construction fast test, the complete the compl

PART #C# - GENERAL PROVISIONS

Cal. Tight. The restrictions and coverants werein contained shall run with the land and he effective for a period of fafty [50] years, unless prior to the expiration of fafty (yours, said restrictions and coverants are altered or ascended by the owners of 50°, of the lot; in said addition at the time the alterations or ascended to the owners of 50°, of the lot; in said addition and coverants are said; PROVIDED, provided to the time the alterations of the time that the description of the time to the coverants of the time that the description of the time to the coverants of the time that the description of the time to the coverants of the time that the time of the plat to asset any of the Coverants or Festivitions except A-3 above.

The term "beners" shall be the purson, lirm, on corporation in whose name the fee simple title appears of record in the Office of the Recorder of Allen County, Indiana.

E.r. gescholeter. Inforcement shall be by proceedings at less or in equity spaints any person, or persons, violating, or attempting to violate any coremant either to restrain yielstion or to recover damages.

| 10.12 | Paramethility invalidation of any one of these covenants by subments or court order shall in no wise affect any of the enter provisions, which shall remain in full force and offset.

PROSIBILITY. Prove any base or building on any lot or treet in the submixision shall be used and occupied as a dealing one otherstance provided in the submixision restrictions above, the developer or any subsequent owner.

. . .

of said let or truck shall install all improvements sarving said let or used as provided in said plane and specificate of the Addition for this Addition filed with the Board of Commissioners. This Covenint shall run with the land ond be enforceable by the Commission of Allen, Indiana, or by any aggrissed let owner in the Subdivision.

Direct Succivision.

Direct Direct Succivision of this Plat and the Covenints appended thereio, the word "NUT" may man either my of each lots as platted or any tract or tracte of land an conveyed originally or by subsequent converts, which may consist of one of the contract of many fluctuations of the contract of the

IN WITHING MERSHIP, North Saster, Development Corp., an Indiana corporation, by Chris Stauffer, the Freeddent, and Joseph L. Schr, the Vice Freeddent, Omer of the real estate described in sell Flat, has hereinto set its hand and seal by its duly authorized officere this Sime day of Mag., 1961.

NORTH SASTERN USYKLOPHENT CORP.

Tropic de lad, to via Course Chris Stantier His Pressage Come

STATE OF LEDIANA . COUNTY OF ALLIES :

FOARD OF PUBLIC WORKS Fort Wayne, Indiana

Berbay Ward Wember

Verore me, a Rotary Public, in and for each County and State, personally uppeared North Statern Development Corp., an Indiana personal to be a fine of the State of the President, and Joseph J. Zebr, itself too President, and acknowledged the voluntary execution of the Pilas howeith for the purposes and uses therein set forth, for and on behalf of said corporation, this 22nd day of May, 1963.

Sita Wath Zahr, Notary Public

150 les Commission Expires: Coucter 20, 196

APPROVALS:

BOARD OF CONSCISSIONSES Allen County, Indiane

John M. Martinen, Vice President

0

. The foregoing Plat, Bedication, Protective Restrictions, Covenants, Lasements and Approvals propaged by Harry K. Moltachilk, Englisters, Professional Civit Engiaser, and Klokey X. Miller, Althorpsy at Lase

AFFIDAVIT OF RECORDING COMPLIANCE

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Affiant, Richard G. Uhrick (the "Affiant"), being duly sworn according to law, affirms that on the date of filing he is a director at large of Maplewood Community Association, Inc. (the "Association"), an Indiana corporation, with its principal office located at 6417 Birchdale Drive, Fort Wayne, Allen County, Indiana 46815, and that he makes this Affidavit of Recording Compliance for and on behalf of the Association, and that he has personal knowledge of the facts contained herein.

This document may be received by the Allen County Recorder pursuant to the exception provided for in Indiana Code § 36-2-11-16 (d)

The following procedures were used to obtain and verify the required signatures for the adoption of the Declaration of Amendment and Restatement of the [Dedication,] Protective Restrictions, Covenants, and Limitations, [and Easements,] [and Approvals] for Maplewood Park Sections I, II, III, IV, and Maplewood Gardens Section I (the "**Declaration**"), to which this Affidavit is attached, by the Board of Directors of the Association:

- 1. A copy of the Declaration and a ballot, with a self addressed envelope, postage pre-paid, was delivered to each property within the Association's limits;
- 2. After the Declaration and ballot had been sent to the members, two town hall meetings were held to provide a forum for questions, comments, and recommendations to be given by the members. Several Ballots were collected at the meetings from members in attendance. Affiant witnessed each signature of those in attendance at the meetings.
- 3. The ballot provided for the option to adopt or reject the Declaration by signing on the appropriate line indicating that the member was voting "YES" to adopt the declaration, or "NO" to reject the declaration.
- 4. The signed ballots returned to the attorney's office, via postage pre-paid envelope, adopting the Declaration were logged into the spreadsheet (the "Spreadsheet") attached as Exhibit A, indicating the Owner's address and the owner whose signature appeared on the ballot. The ballots submitted at the meetings were merged into the Spreadsheet;
- 5. The Association's directors did do minimal door-to-door canvassing to collect the number of ballots with a "YES" vote required to adopt the Declaration.
- 6. All signatures of the property owners who voted to adopt the Declaration were verified against the Allen County Indiana Public Access Tax Information confirming the signatures on the returned ballots matched the names of the registered property owners;

1

- 7. Any discrepancies were followed up by a visit to verify ownership or counted as a NO vote if the signature could not be verified;
- 8. The Spreadsheet contains only the names and addresses of verified property owners who voted "YES" to adopt the Declaration.

The Affiant, a Notary Public in and for said County and State, states that each signed ballot, to the best of his knowledge, is the signature of the corresponding property owner, and that each property owner is over the age of 18, and by their signature acknowledged the adoption of the aforementioned Declaration of Amendment and Restatement of the [Dedication,] Protective Restrictions, Covenants, and Limitations, [and Easements,] [and Approvals] for Maplewood Park Sections I, II, III, IV, and Maplewood Gardens Section I, and who, having been duly sworn, under the penalties of perjury, states that the facts and matters therein set forth are true and correct, this _____ day of April, 2012.

Signature of Affiant / Richard G. Uhrick, Notary Public

Resident of Allen County

My Commission Expires:

12-31-2014

This instrument prepared by: Daniel J. Holden, Attorney at Law, Bobilya Law Group, 127 W. Berry Street, Suite 300, Fort Wayne, Indiana 46802, Telephone: (260) 969-0516, Attorney ID # 28983-02.

EXHIBIT A

VERIFIED SIGNATURES OF PROPERTY OWNERS ADOPTING THE DECLARATION OF AMENDMENT AND RESTATEMENT OF THE [DEDICATION,] PROTECTIVE RESTRICTIONS, COVENANTS, AND LIMITATIONS, [AND EASEMENTS,] [AND APPROVALS] FOR MAPLEWOOD PARK SECTIONS I, II, III, IV AND MAPLEWOOD GARDENS SECTION I FOR THE MAPLEWOOD COMMUNITY ASSOCIATION, INC., ALLEN COUNTY, INDIANA

Maplewood Park "Section I": Verified Signatures to adopt Amended Covenants

1.	4221	Brooklawn Dr.	Buxton, Claudia
2.	4233	Brooklawn Dr.	Shreve, James W & Alicia M
3.	4243	Brooklawn Dr.	Marshall, Thomas & Diana
4.	4220	Kensield Dr.	Cordray, Paul
5.	4222	Kenfield Dr.	Jennings, Rodrick & Pamela
6.	4224	Kenfield Dr.	Langston, Earl & Carmen
7.	6711	Lawnwood Dr.	Wells, Thelma
8.	6718	Lawnwood Dr.	Shellhaas, J.
9.	6719	Lawnwood Dr.	Gillie, Tammy
10.	6730	Lawnwood Dr.	Langston, Earl
11.	6740	Lawnwood Dr.	Horn, Wayne & Judith
12.	6743	Lawnwood Dr.	Fredricks, James & Luanne
13.	6805	Lawnwood Dr.	Reese, Jeffrey A
14.	6810	Lawnwood Dr.	Wilt, Rodney M. & K.
15.	6818	Lawnwood Dr.	Inge, Cleveland E. Sr.
16.	6829	Lawnwood Dr.	Becker, Michelle
17.	684 i	Lawnwood Dr.	Scott, Donald B. & Ardola J.
18.	6844	Lawnwood Dr.	Kaufman, Curtis & Katrina
19.	6850	Lawnwood Dr.	Evans, Michael W. & Katrina
20.	6705	Woodcrest Dr.	Baresic, Deborah
21.	6717	Woodcrest Dr.	Scherer, Stanley W. & Debra K.
22.	6720	Woodcrest Dr.	Mundt, Richard L. & Mary L.
23.	6732	Woodcrest Dr.	Zerkle, Richard D. & Mary E.
24.	6806	Woodcrest Dr.	Rhoades, Ronald L.
25.	6821	Woodcrest Dr.	Braasch, Bryson
26.	6828	Woodcrest Dr.	Vaught, Daisy
27.	6845	Woodcrest Dr.	Byrd, Linda S. (Witham)
28.	6853	Woodcrest Dr.	Langin, Patrick C.

Maplewood Park "Section II": Verified Signatures to adopt Amended Covenants

←1.	3814	Fernbank Dr.	Silkworth, Kenneth
2.	3820	Fernbank Dr.	Bradley, Forrest D.
3.	3831	Fernbank Dr.	Norton, Larry & Nancy
4.	3826	Maplecrest Rd.	Madden, Patrick J & Ann M
5.	3834	Maplecrest Rd.	Quaintance, Jackie R.
6.	3906	Maplecrest Rd.	Heidenreich, Stephanie E.
7.	4024	Maplecrest Rd.	Fisher, Lois J.
8.	6304	Midfield Dr.	Davis, George & Sara L.
9.	6305	Midfield Dr.	Bastian, David
10.	6314	Midfield Dr.	Ruprecht, Michael S. & Jennifer
11.	6324	Midfield Dr.	Firestine, Joseph & Melinda J.
12.	6406	Midfield Dr.	Scheyer, Patricia B.
13.	6407	Midfield Dr.	Bierbaum, John F. & Jeanette L.
14.	3901	Oakleaf Dr.	Stoffer, Cassandra
15.	3916	Oakleaf Dr.	Voltz, Juanita L.
16.	3923	Oakleaf Dr.	Coughlin, Brittney
17.	4010	Oakleaf Dr.	Selzer, Angela L. (Baldwin)
18.	4023	Oakleaf Dr.	Channell, Linda M.
19.	4031	Oakleaf Dr.	Taylor, Paul A. & Helen C.
20.	4034	Oakleaf Dr.	Voirol, Nicholas & Carlie
21.	4037	Oakleaf Dr.	Kinsey, Kevin
22.	3907	Springwood Dr.	Darmawan, B. & Lisa
23.	6406	Sunland Dr.	Devido, David & Denise
24.	6407	Sunland Dr.	Travis, B.F.
25.	6417	Sunland Dr.	Walker, Bruce & Melissa
26.	6418	Sunland Dr.	Haggenjos, Timothy J.
27.	6427	Sunland Dr.	Hess, Harold J. & Cherie L.
28.	6504	Sunland Dr.	Bollman, Michelle K.
29.	6510	Sunland Dr.	Ledbetter, Stephen & Linda
30.	6517	Sunland Dr.	Barnoske, Fred C. & Lisa A.
31.	6518	Sunland Dr.	Snyder, Terry
32.	6525	Sunland Dr.	Emery, Paul & B. Michelle
33.	6526	Sunland Dr.	Houser, George O.
34.	6603	Sunland Dr.	Zwierko, Thomas T.
35.	6604	Sunland Dr.	Follis, VaDonna Joy
36.	6612	Sunland Dr.	Miller, Clara L.
37.	6706	Sunland Dr.	Kallmyer, Diane & Don
38.	6711	Sunland Dr.	Carnahan, Adam
39.	6825	Sunland Dr.	Bradley, D. Helen
40.	6830	Sunland Dr.	Keller, LuAnn
41.	6927	Sunland Dr.	Voors, Maureen P. & Jones, Crystal A.
42.	6327	Trier Rd.	Jenkins, Sean
43.	6335	Trier Rd.	Heath, Wilma

44.	6409	Trier Rd.	Nitza, Thomas & Sarah
45.	6423	Trier Rd.	Myers, Karen L.
46.	6505	Trier Rd.	Ihrie, Shaun P. & Kristina
47.	6523	Trier Rd.	Welch, Donald R. & Faye
48.	6605	Trier Rd.	Patten, Lisa (Sample)
49.	6615	Trier Rd.	Nelson, Thomas S. & Audrey M.
50.	6621	Trier Rd.	Hoagland, Elsie

Maplewood Park "Section III": Verified Signatures to adopt Amended Covenants

1.	3901	Beaverbrook Dr.	Seigel, Jack E Sr (POA)
2.	3901		Peoples, Darkeevin & Ashley
3.	3920	Beaverbrook Dr.	Pfeiffer Donald E & Betty L
3. 4.	3930	Beaverbrook Dr.	Sataphong, Chanchai & Lynne
5.	3940	Beaverbrook Dr.	Wilsford, Ember
6.	3941	Beaverbrook Dr.	Bashore, Margarette J.
7.	4006	Beaverbrook Dr.	Jones, Carlos M
8.	4016	Beaverbrook Dr.	Werling, William L & Jill L
9.	4026	Beaverbrook Dr.	Watson, Ann
10.	4034	Beaverbrook Dr.	Daniel, Mary Virginia
11.	4101	Beaverbrook Dr.	Smith, Ryan & Jennifer
12.	6616	Clovercrest Dr.	Lehman, Betty J.
13.	6635	Clovercrest Dr.	Kissinger, David
14.	6636	Clovercrest Dr.	Butler, Keith & Anita
15.	6707	Clovercrest Dr.	Springer, Winston W.
16.	6721	Clovercrest Dr.	Burke, David M & Kelly
17.	3905	Fernbank Dr.	Chen, Jennie & Gavin
18.	4009	Fernbank Dr.	Cornell, Patricia
19.	4014	Fernbank Dr.	Burns, Richard & Kimberly
20.	4019	Fernbank Dr.	Schibley, Jacelyn S.
21.	4022	Fernbank Dr.	Eisberg, Barbara
22.	4029	Fernbank Dr.	Smith, Cynthia M.
23.	4030	Fernbank Dr.	Hickman, Lucille
24.	6421	Midfield Dr.	Hartman, Andrew
25.	6422	Midfield Dr.	Barrett, J. M. & Marie E.
26.	6429	Midfield Dr.	Judy, P. Michael & Deborah A.
27.	6430	Midfield Dr.	Wert, Beverly A.
28.	6436	Midfield Dr.	Cross, Jacob & Jamie
29.	6507	Midfield Dr.	Buckholz, Rachel M.
30.	6519	Midfield Dr.	Lott, Randale & Angel
31.	6526	Midfield Dr.	Henschen, Kenneth B.
32.	6529	Midfield Dr.	Spurling, Kyle
33.	6534	Midfield Dr.	Dollarhite, Lannie L.
34.	6611	Midfield Dr.	Dunno, Linda s.
35.	6612	Midfield Dr.	Werling, Betty
36.	6627	Midfield Dr.	Ream, Sally
37.	6630	Midfield Dr.	Sample, Michael A.
38.	6635	Midfield Dr.	Smith, Randy D.
39.	6638	Midfield Dr.	Ort, Joan R.
40.	3928	Springwood Dr.	Leary, James G. & Lorraine S.
41.	3935	Springwood Dr.	Calkins, Gregory P. & Katie Sue
42.	4004	Springwood Dr.	Ledbetter, George P.
43.	4020	Springwood Dr.	Main, Sharon L.

44.	4030	Springwood Dr.	Thomas, Floyd H. & Elouise Pearl
45.	4107	Springwood Dr.	Rich, Joseph S. & Maryanne J.
46.	4108	Springwood Dr.	Converset, Joseph P. & Linda S.
47.	4115	Springwood Dr.	Mitchell, Dolores M.
48.	4116	Springwood Dr.	App, Steve & Lousie.
49.	4015	Wedgewood Dr.	Weiss, Gary & Geraldine O.
50.	4029	Wedgewood Dr.	Gilleo, Eugena
51.	4032	Wedgewood Dr.	Woodmansee, Harlan
52.	4037	Wedgewood Dr.	Bassett, Gloria
53.	4040	Wedgewood Dr.	Diss, Edward L. & Sandra J.
54.	4103	Wedgewood Dr.	Grigar, Patricia L.
55.	4110	Wedgewood Dr.	Crosley, Lillian

Maplewood Park "Section IV": Verified Signatures to adopt Amended Covenants

1.	4121	Beaverbrook Dr.	Boetjer, M.
2.	4136	Beaverbrook Dr.	Shifflett, Kevin S
3.	4144	Beaverbrook Dr.	Bell, Cheryl & John
4.	6405	Birchdale Dr.	Coventry, Melissa
5.	6406	Birchdale Dr.	Borge-Eliasen, Jane
6.	6416	Birchdale Dr.	Paitan, Manuel & Patricia
7.	6417	Birchdale Dr.	Keeling, Larry E Jr & Mary C
8.	6426	Birchdale Dr.	Frey, William A & Mary Colleen
9.	6427	Birchdale Dr.	Chovan, Carolyn
10.	6509	Birchdale Dr.	Miller, Phyllis, Mae
11.	6517	Birchdale Dr.	Myers, Daniel & Maria
12.	6518	Birchdale Dr.	Hoff, Stephen
13.	6527	Birchdale Dr.	Lay, Colin K.
14.	6530	Birchdale Dr.	Carter, Riley A & A.D.
15.	6535	Birchdale Dr.	Warren, Eric M & Cari E
16.	6618	Kirkdale Dr.	Gochenour, Helen V.
17.	6625	Kirkdale Dr.	Filler, Alrin D. & Marclyn D.
18.	6626	Kirkdale Dr.	Bahr, Joseph C.
19.	6634	Kirkdale Dr.	Leuenberger, Patricia
20.	6635	Kirkdale Dr.	Jones, Gregory B. & Michelle I.
21.	6701	Kirkdale Dr.	Sharpe, Glenna & Jeffrey C.
22.	6704	Kirkdale Dr.	Caldwell, Carolyn S.
23.	6709	Kirkdale Dr.	Anders, Andrea
24.	6719	Kirkdale Dr.	Budd, Jeffrey L. & Carlene K.
25.	6720	Kirkdale Dr.	Bojrab, Frederick & Andrea
26.	6727	Kirkdale Dr.	Joseph, James David
27.	6730	Kirkdale Dr.	Hasselschwert, Anthony
28.	6735	Kirkdale Dr.	Welty, Earl & Deonna
29.	6736	Kirkdale Dr.	Clowser, Robert
30.	6808	Kirkdale Dr.	Snodgrass, James A. & Norma J.
31.	6818	Kirkdale Dr.	Girardot, Kurt & Lindsey M.
32.	6827	Kirkdale Dr.	Derrow, Patricia A. & Clinton
33.	6828	Kirkdale Dr.	Mattern, Christopher B. & Carrie J.
34.	6837	Kirkdale Dr.	Sult, David L.
35.	6843	Kirkdale Dr.	Carney, Christian
36.	4106	Maplecrest Rd.	McDowell, D.
37.	4120	Maplecrest Rd.	Jones, Thomas R. & Annette E.
38.	4130	Maplecrest Rd.	VanAuken, Dorothy M.
39.	4105	Oakleaf Dr.	Harris, Robert D. & Clara D.
40.	4113	Oakleaf Dr.	Griffin, Virgil & Glenda
41.	4118	Oakleaf Dr.	Bell, Jerry
42.	4134	Oakleaf Dr.	Fruth, Roger
43.	4135	Oakleaf Dr.	Dye, Craig

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44.
       4201
               Oakleaf Dr.
                                  Woods, Ronald
45.
       4202
               Oakleaf Dr.
                                  Friend, Kristin & J.G.
       4221
               Oakleaf Dr.
                                  Conley, Marilyn J.
46.
47.
       4110
               Sandhurst Dr.
                                  Castillo, Joel & Sarah
                                  Coppolino, Aretta
48.
       4111
               Sandhurst Dr.
49.
                                  Binkley, David L & Nancy J
       4118
               Sandhurst Dr.
50.
       4119
               Sandhurst Dr.
                                  Norman, Tonya K.
51.
       4126
               Sandhurst Dr.
                                  Soto, Lucio
52.
       4134
               Sandhurst Dr.
                                  Koch, Joseph A. IV
                                  Hoffman, David G.
53.
       4141
               Sandhurst Dr.
54.
       4142
               Sandhurst Dr.
                                  Crist, Alyssa
       4147
                                  Studebaker, Jonathon B & Nicole
55.
               Sandhurst Dr.
       4148
56.
              Sandhurst Dr.
                                  Felts, Tiffany
       4152
                                  Krider, Lillian C.
57.
              Sandhurst Dr.
58.
       4153
              Sandhurst Dr.
                                  Gonzales, Antonio Jr & Paula J.
59.
       4202
              Sandhurst Dr.
                                  Leslie, Margaret
       4203
60.
              Sandhurst Dr.
                                  Dye, Mark
       4208
              Sandhurst Dr.
                                  Brumbaugh, Mark W. & Laura E.
61.
62.
       4213
              Sandhurst Dr.
                                  Bean, Thomas & Melissa
63.
       4125
              Springwood Dr.
                                  Bass, Daniel E. & Stephanie L.
                                  Farthing, Lynn L.
64.
       4119
              Wedgewood Dr.
                                  Thomas, Ralph E.
65.
       4128
              Wedgewood Dr.
66.
       4135
              Wedgewood Dr.
                                  Griffiths, Terry & Kimberly
                                  Hoover, Gerald & Andrea
67.
       4209
              Wedgewood Dr.
68.
       4210
              Wedgewood Dr.
                                  Miller, Phyllis Mae
       4219
69.
              Wedgewood Dr.
                                  Haag, Dorothy
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Maplewood Gardens "Section I": Verified Signatures to adopt Amended Covenants

```
Peters, Dustin J. for Indiana Real Estate Properties LLC
       4218
               Birchdale Ct.
 1.
 2.
        5910
               Birchdale Dr.
                                Parker, Mary Lou & David W.
                                Ortega, Hilario & Nancy
 3.
        5911
               Birchdale Dr.
                                Conrad, Lisa K.
 4.
        5917
               Birchdale Dr.
 5.
        5920
               Birchdale Dr.
                               Northington, Nathaniel Jr.
                                Braden, Susan C. (Bentz)
       5923
               Birchdale Dr.
 6.
                                Snyder, C. Ryan
 7.
        6002
               Birchdale Dr.
                                Connally, Scott A. & Kristina K.
 8.
        6020
               Birchdale Dr.
 9.
        6029
               Birchdale Dr.
                                Brady, Jeffrey T.
                                Romulus, Marie & Pierre
10.
       6030
               Birchdale Dr.
                                Ryan, Debra K.
11.
               Birchdale Dr.
       6105
12.
       6111
               Birchdale Dr.
                               Dickmeyer, Jamie
                                Jump, Audra
13.
       6112
               Birchdale Dr.
               Birchdale Dr.
                                Menorath, Fredy
14.
       6121
                               Nelson, Ronald G. & Patrice
15.
       6122
               Birchdale Dr.
16.
       6129
               Birchdale Dr.
                                Gilliom, Eric
                                Bell, Patrick & Jennifer
17.
       6130
               Birchdale Dr.
18.
       6136
               Birchdale Dr.
                                Botts, Carolyn S.
19.
       6203
               Birchdale Dr.
                                Coles, Terry
                               Holloway, Gary L. & Teresa Trimble
20.
       6204
               Birchdale Dr.
                                Harges, Evelyn E.
21.
       6212
               Birchdale Dr.
22.
       6219
               Birchdale Dr.
                                Reinhard, Alice
23.
       6220
               Birchdale Dr.
                                White, Joan M.
                                McGill, Janie & Floyd
24.
       6227
               Birchdale Dr.
                               Uhrick, Richard G. & Irma Jean
25.
       4102
              Glenview Ct.
26.
       4105
               Glenview Ct.
                                Summers, Erin
27.
       4108
               Glenview Ct.
                                Woodring, Loren
                                Tuttle, Tracy L. & Kathryn E.
28.
       5926
               Glenview Dr.
                                Miller, Zachary & Megan
29.
       6002
               Glenview Dr.
              Glenview Dr.
                                Pitman, Michelle
30.
       6010
31.
       6024
               Glenview Dr.
                                Loshe, Elizabeth E.
32.
                                Meyers, Timothy A.
       6027
               Glenview Dr.
                                Poitras, Roger W. & Rita J.
33.
       6030
              Glenview Dr.
                                Shoda, Deborah K.
34.
       6037
               Glenview Dr.
35.
       6040
              Glenview Dr.
                                Blombach, Marian F.
                                Larimer, Mark & Trixy (Rebecca)
36.
       6043
               Glenview Dr.
                                Federspiel, Terry
       6103
               Glenview Dr.
37.
                                Wonderly, Jym & Sarah
38.
       6119
              Glenview Dr.
39.
       6122
               Glenview Dr.
                                Stipp, Lowene
40.
               Glenview Dr.
                                Byrd, Holly
       6125
                                Armstrong, Dustin
41.
       6219
               Glenview Dr.
       6229
                                Lenzer, Marina
42.
               Glenview Dr.
```