

SARATOGA PARK

SECTION I

1896 NOV -3, AM 10-09
ALLEN COUNTY RECORDER
Virginia K. Young

86-045020

Book 44 Page 112-115

A SUBDIVISION IN THE
SOUTHEAST QUARTER
OF SEC 22, T30N, R11E
ALLEN COUNTY, INDIANA

ONLY ENTERED FOR TAXATION
NOV 03 1985

Gloria J. Hoeglein
AUDITOR OF ALLEN COUNTY

Bishop Enterprises, Inc.
9401 South One
Fort Wayne, Indiana 46804
(219) 432-5282

STREET	STREETS		CURVE DATA		CHORD	TANGENT
	CURVE	RADIUS	DATA	ANGLE		
MIDDLE GROVE ROAD	No. 1	777.19'	7°00'00"	34.59'	94.89'	47.54'
	No. 2	922.06'	18°00'00"	289.67'	288.48'	146.04'
SCHUYLER COURT	No. 3	1119.49'	7°00'00"	116.77'	156.69'	68.47'
	No. 4	247.35'	11°55'22"	51.47'	51.38'	25.83'

LOT	AREA	PERCENT	AREA	PERCENT
1	50.00'	68°06'59"	57.69'	54.55'
2	50.00'	56°16'59"	49.11'	47.16'
3	50.00'	57°20'58"	50.04'	47.98'
4	50.00'	52°33'33"	46.01'	44.41'
5	50.00'	67°32'37"	58.34'	55.59'
6	777.19'	6°14'20"	84.63'	84.56'
7	1169.49'	4°01'55"	82.30'	82.28'
8	1169.49'	2°58'10"	60.58'	60.58'
9	50.00'	60°00'00"	52.36'	50.00'
10	50.00'	63°33'36"	54.30'	51.67'
11	50.00'	57°46'24"	76.60'	69.52'
12	50.00'	73°10'44"	63.86'	59.61'
13	50.00'	53°19'15"	51.77'	49.49'
14	50.00'	82°02'42"	71.60'	65.64'
15	50.00'	85°27'19"	74.57'	67.85'
16	1119.49'	3°34'52"	69.97'	69.96'
17	1119.49'	3°25'08"	66.80'	66.79'
18	972.06'	7°59'45"	130.00'	129.90'
19	972.06'	6°33'23"	111.23'	111.17'
20	972.06'	3°46'59"	64.15'	64.14'
21	50.00'	19°20'53"	16.80'	16.80'
22	50.00'	79°05'41"	69.02'	63.67'
23	50.00'	49°06'21"	42.85'	41.55'
24	50.00'	52°10'31"	45.53'	41.97'
25	50.00'	56°19'06"	83.97'	74.44'
26	50.00'	4°03'28"	3.54'	3.54'
27	922.06'	0°20'13"	5.42'	5.42'
28	922.06'	6°16'40"	101.09'	100.99'
29	922.06'	6°17'14"	101.18'	101.13'
30	922.06'	5°05'53"	82.04'	82.02'
31	247.35'	11°55'22"	51.47'	51.38'
CA	1023.88'	12°29'43"	223.29'	222.95'

CA = Common Area

Elevations shown in boxes denote Minimum Flood Protection Grades. All dwellings shall be constructed so the noted grades shall be the minimum elevation of the first floor or the minimum sill elevation below the first floor.

BENCH MARK:

South side of fire hydrant base flange in front of
10013 Lanewood Court (lot 4).
Elevation 809.73

Prepared by: I, Randolph A. Sexton, hereby certify that I am a Land Surveyor licensed in compliance with the laws of the State of Indiana, that this plat correctly represents a survey completed by me on November 19, 1985, that all the markers shown thereon actually exist, and that their locations, size, type and material are accurately shown.

(SEAL) *Randolph A. Sexton*
RANDOLPH A. SEXTON, R.L.S.
Ind. Reg. Prof. Land
Surveyor Cert. No. 30520



APPROVED FOR DRAINAGE ONLY

Allen County Surveyor: *William W. Speed*

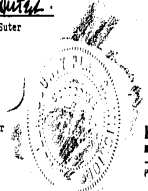
Allen County Plan Commission: Lester C. Gerig, Edward L. Heuser, Arthur G. Spiru

Fort Wayne/Allen County Board of Public Health: Dr. Jang M. Irsoscher

Allen County Commissioners: Richard M. Regan, Richard M. Ellenwood, Jack Workman

Attested to by: *Gloria J. Hoeglein*
Gloria J. Hoeglein, Allen County Auditor

Allen County Zoning Administrator: *Jack C. Suter*
Jack C. Suter



RANDOLPH A. SEXTON
REGISTERED LAND SURVEYOR
P.O. BOX 495 KENDALLVILLE, INDIANA 47155
Phone (219) 341-4443

NOTE:

- (1) All lot corners established with 5/8" diameter x 24" long reinforcing rod.
- (2) All lot corner radii are 20 feet at street intersections.

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86-045020

Book 48 Page 113

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

DULY ENTERED FOR TAXATION

NOV 03 1986

FIRST LAND TITLE COMPANY
INC.

Gloria J. Goggin
AUDITOR OF ALLEN COUNTY

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

1986 NOV -3 AM 10:03
ALLEN COUNTY RECORDER

PREFACE

SARATOGA PARK is a tract of real estate which will ultimately be subdivided into approximately 54 residential lots. Prior to the closing of the first lot sale, Developer shall cause an Indiana not-for-profit corporation to be formed with the name SARATOGA PARK COMMUNITY ASSOCIATION, INC., it being the platator's intention that each owner of a lot in any section of SARATOGA PARK shall become a member of said Community Association and shall be bound by its Articles of Incorporation and By-Laws. It shall be the obligation of the Association to make provisions for maintenance of all common areas located in SARATOGA PARK.

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

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to SARATOGA PARK COMMUNITY ASSOCIATION, INC., a not-for-profit corporation organized under the laws of the State of Indiana, its successors and assigns. Developer shall, prior to the closing of any sale of lots in SARATOGA PARK cause said Association to be incorporated.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners, including parks, play lots, play modules, and ponds.

INSTRUMENT U 11,016



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FIRST LAND TITLE COMPANY
OF FORT WAYNE, INC.

Section 5. "Lot" shall mean either any of said lots as platted or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more lots or parts of one or more lots as platted upon which a residence may be erected in accordance with the restrictions hereinabove set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no tract of land consisting of part of any one lot or parts of more than one lot shall be considered a "Lot" unless said tract of land has a frontage of 70 feet in width at the established building line as shown on this plat.

Section 6. "Developer" shall mean Bishop Enterprises, Inc., its successor or successors in interest as such developer, as designated by it or its successors.

ARTICLE II
PROPERTY RIGHTS

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

- a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- b. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association; and
- c. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

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

Section 3. Conveyance. The Common Areas will be deeded to the Association as soon as all improvements thereon have been completed. The Association shall accept such conveyance, and thereafter be responsible for the maintenance of said Common Areas.

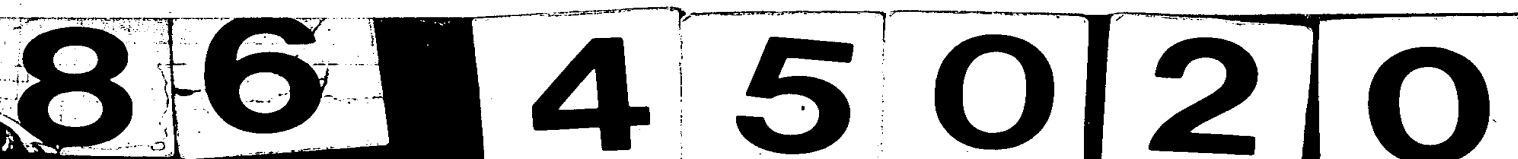
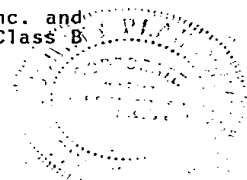
ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

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

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

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

Class B. The Class B member shall be Bishop Enterprises, Inc. and shall be entitled to three (3) votes for each Lot owned. Class B



Membership shall cease and be converted to Class A Membership upon the happening of either of the following events, whichever occurs earlier:

- a. When fee simple title to 75% of the Lots in all Sections of SARATOGA PARK have been conveyed by Bishop Enterprises, Inc., or;
- b. On December 31, 1994.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

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

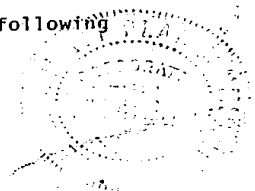
Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to (1) promote the recreation, health, and welfare of the residents in the Properties and (2) for the improvement and maintenance of the Common Areas and the facilities thereon. The Assessment so levied by the Association shall also be available for use for the care, preservation, supervision, improvement and maintenance and the operation by the Association of the storm water drainage system, and of the Storm Water Retention Basin together with its outlet and water level control structures, and of the park area and improvements situated thereon, including but not limited to: (a) the payment of taxes and insurance in connection therewith; (b) the repair, replacement and making of additions thereto; (c) the payment of the costs of labor and equipment and materials required, and management, supervision, maintenance and repair, and may also be used for such other community purposes as the Association may properly determine.

The Association shall be obligated to maintain, repair and/or replace, if necessary, the storm water drainage system and the Storm Water Detention system consisting of the Storm Water Detention Basin together with its outlet and water level control structures, as filed with the Allen County Plan Commission in conjunction with this subdivision, approval of which has been granted for the use and benefit of this section of this subdivision, and of further sections of Saratoga Park, the cost of which shall be borne by all of the owners and subsequence owners of lots in any and all of the sections of Saratoga Park.

The owner of any lot in this section, or any future section, of Saratoga Park, and/or the Allen County Drainage Board, or its successor agency, shall have the right to order the Association of Owners to carry out its obligation to maintain, repair and/or replace the storm water drainage system and Storm Water Detention System improvements, as above provided, and to assess the owners of all lots in this section and future sections of Saratoga Park with the cost thereof.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Fifty Dollars (\$50.00) per Lot, except that the maximum annual assessment for additional lots owned by the same Owner shall be only Ten Dollars (\$10.00) per Lot.

- a. From and after January 1 of the year immediately following



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FIRST LAND TITLE COMPANY,
OF FORT WAYNE, INC.

the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by the vote or written assent of 51% of each class of members.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any new construction or repair or replacement thereof of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 2/3 of each class of members, and provided, further, that no such special assessments for any such purpose shall be made if the taking of such assessment shall in any way jeopardize or affect the Association's ability to improve and maintain its Common Areas.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Any action authorized under Section 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite percentage of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly or yearly basis.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the Common Areas. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the day of its issuance.

Section 8. Effect of Non-Payment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

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

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ARTICLE V
ARCHITECTURAL CONTROL

No building, fence, wall or other structure of any kind whatsoever, nor any exterior addition to or change or alteration therein (all such buildings, fences, walls, structures, additions, changes, and alterations being herein called "improvements") shall be commenced, erected or maintained upon any Lot, until two (2) sets of plans and specifications showing the nature, kind, shape, height, materials, and the location of same shall have been submitted to and approved in writing as to harmony of external design and the location in relation to surrounding structures and topography by the Architectural Control Committee, such Committee to be appointed by the Board of Directors of the Association and composed of three (3) members, the first Committee members to be: Joseph D. Bishop, Frances P. Bishop and Daniel L. Bishop. In the event of death or resignation of any member of the Committee, the Board of Directors of the association shall have full authority to designate a successor. The Board of Directors shall also have full authority to remove any member from the Committee by means of a majority vote of the Board and to appoint a successor. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. All improvements shall be constructed in accordance with the plans and specifications submitted to and approved in writing by the Architectural Control Committee, and any improvements not so constructed shall be subject to immediate removal and the Lot shall be restored to its condition prior thereto, all at Owner's expense. In the event the Association shall prevail in any litigation brought for the purpose of enforcing compliance with the provisions of this Article or Article VI hereof, it shall be entitled to recover from the defendant(s) reasonable attorney fees and costs incurred by the Association in such enforcement.

Witness & Secretary
ALLEN COUNTY RECORDER

1986 NOV - 3 AM 10:09

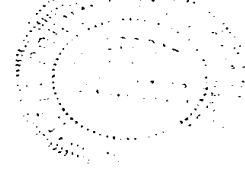
ARTICLE VI
GENERAL PROVISIONS

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

Section 2. No building shall be built on any Lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeway, or garage, of less than 2,000 square feet in the case of a one-story structure or less than 1,200 square feet in the case of a structure other than one-store, and provided further that no structure of more than one-story shall be built on any Lot having a total square footage of less than 2,000 square feet, with 1,200 square feet on the ground floor.

Section 3. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than a distance of ten percent (10%) of the Lot width to an interior Lot line and the combined width of both side yards shall be not less than a distance equal to twenty-five percent (25%) of the Lot width. No dwelling shall be located on any interior Lot nearer than twenty-five (25) feet to the rear Lot line. The corner Lots of said subdivision shall be subject to the front building line as shown on the plat on the street side which the front of the dwelling shall face and the side building line on the street side which the side of the dwelling shall face.

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



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than 8,000 square feet. FIRST LAND TITLE COMPANY
OF FORT WAYNE, INC.

Section 5. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No owner of any Lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any house or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the owners of all Lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn or landscaping which may result from installation, repair or maintenance of such service.

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

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

Section 8. No structure of a temporary character, trailer, boat, boat trailer, camper or camping trailer, motor home, above-ground pool, basement, tent, shack, garage, barn, detached storage shed or other outbuilding shall be either used or located on any Lot at any time or used as a residence either temporarily or permanently, with the exception of cabanas approved by the Architectural Control Committee used in connection with in-ground swimming pools. No unlicensed or unregistered automobile or motorized vehicle may be parked or maintained on any Lot. No motor vehicle may be disassembled or be allowed to remain in a state of disassembly on any Lot but, instead, shall be equipped at all times for on-road driving.

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

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

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

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

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OF FORT WAYNE, INC.

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

Section 14. All buildings shall be constructed in a substantial and good workmanlike manner and of new materials. No siding other than wood or masonry shall be used in the exterior construction of any building on any Lots of said Subdivision, except for soffits and overhangs. No free standing solar panels, chasers, or similar structures shall be permitted upon any Lot. Solar panels, chasers, or similar structures may be attached to the roof of a dwelling; however, they may not extend higher than 4 inches from the surface of the roof.

Section 15. All driveways from the street to the garage shall be poured concrete and not less than twelve (12) feet in width.

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

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

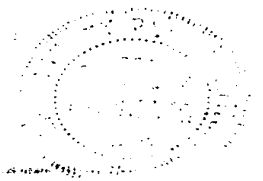
Section 18. No rain and storm water run off or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewer System, which shall be a separate sewer system from the Storm Water and Surface Water Run Off System. No sanitary sewage shall at any time be discharged or permitted to flow into the above-mentioned Storm Water and Surface Water Run Off Sewer System. Any building with a sanitary sewer connection at or below the basement floor elevation shall install a device in the sewer line to prevent sewage back up.

Section 19. Before any house or building on any Lot or tract in this Subdivision shall be used or occupied as a dwelling or as otherwise provided by the Subdivision restrictions above, the developer or any subsequent owner of said Lot or tract shall install improvements serving said Lot or tract as provided in said plans and specifications for this Addition filed with the Board of County Commissioners. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana, or by an aggrieved Lot owner in this Subdivision.

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

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

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



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

Section 24. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date these covenants and restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these covenants and restrictions may be amended by an instrument signed by not less than 75% of the Lot Owners, and provided further, Bishop Enterprises, Inc. its successors or assigns, shall have the exclusive right for five (5) years from the date of recording of the plat to amend any of the Covenants and Restrictions, with the approval of the Allen County Plan Commission, except Section 2 above.

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

Section 26. Notwithstanding anything in these restrictions to the contrary otherwise providing, Bishop Enterprises, Inc. and his assigns shall have the right from time to time to maintain a temporary field office and sales office on any one Lot or parcel within this subdivision and shall have the further right, subject only to the approval of the Architectural Control Committee, to place and maintain signs promoting the development of the Subdivision.

Section 27. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Authority or the Veterans Administration: (1) annexation of additional properties above and beyond the originally contemplated area set forth in the Preface, (2) dedication of Common Area, and (3) amendment of these covenants and restrictions.

Section 28. No fences will be permitted on any lot in front of the front building line nor on any corner lot in front of the front building line or the side street building line. Maximum fence height shall be 66 inches. A fence at least 48 inches high must enclose all in-ground swimming pools.

Section 29. Except for natural wooded lots, no trees or plantings over thirty (30) inches high shall be planted nearer to the street than twenty (20) feet from the back of the curb. Naturally wooded Lots are excluded from this provision. Two trees of at least 10 feet in height, and at least 10 shrubs must be maintained on each side of a building having frontage on a street.

Section 30. No boats, motorized vehicles, including but not limited to snowmobiles, motorcycles, go-carts, and all-terrain vehicles, shall be permitted on any of the easements or common areas, except such as are necessary in connection with utility uses.

Section 31. Driveway access shall be permitted only on to interior streets. In no event will driveway access be permitted onto LIBERTY MILLS ROAD.

Section 32. Nothing contained in or omitted from this Article VI shall be construed to permit any improvement (as that term is defined in Article V) to be constructed or maintained without first obtaining the approval of the Architectural Control Committee as required by Article V.

Section 33. Plans and specifications for this subdivision, on file with the Allen County Plan Commission require the installation of concrete sidewalks within the street rights-of-way in front of the following lots as follows: On the West side of lots 1 and 2, 17, 28, 29, 30 and 31; on the North side of lots 3 and 4, 20, 21 and 31; on the South side of lots 17 and 18. Installation of said sidewalks shall be the obligation of the owner of any such lot, exclusive of the developer, shall be completed in accordance with said plans and specifications and prior to the issuance of a Certificate of

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FIRST LAND TITLE COMPANY
OF FORT WAYNE, INC.

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Occupancy for any such lot and the cost of said installation shall be a lien against any such lot enforceable by the Allen County Plan Commission or its successor agency. Should such Certificates of Occupancy be issued to the developer, said individual or corporation shall be considered an owner for the purposes of the enforcement of this covenant.

Section 34. Flood Protection Grades. In order to minimize potential damages from surface water, flood protection grades are established as set forth below. All dwellings shall be constructed at or above the minimum flood protection grades; such grades shall be the minimum elevation of a first floor or the minimum sill elevation of any opening below the first floor. The flood protection grades for the following lots shall be as follows:

<u>Lot Number</u>	<u>Feet Above Mean Sea Level</u>
1, 3, 4 and 5	804.0
2, 28 and 29	813.0

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

1996 NOV -3 AM 10:09
ALLEN COUNTY RECORDER
William D. Swift



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FIRST LAND TITLE COMPANY
OF FORT WAYNE, INC.

LEGAL DESCRIPTION AND DEDICATION
for
SARATOGA PARK, SECTION I

The undersigned, LAWRENCE D. BISHOP and FRANCES P. BISHOP, husband and wife, being the fee simple owners of the following described real estate in Allen County, Indiana, to-wit:

A tract of land located in the Southeast Quarter of Section 22, Township 30 North, Range 11 East, in Allen County, The State of Indiana, more fully described as follows:

Commencing at the Southwest Corner of the Southeast Quarter of said Section 22; thence N89°48'22"E along the South line of said Southeast Quarter for 275.00 feet to the point of beginning, also being the Southeast Corner of Kekionga Shores, as it is recorded in Plat Book 29, Pages 14 through 17 in the Office of Recorder, Allen County, Indiana; thence N0°17'37"W along a portion of the East line of said Kekionga Shores for 1319.32 feet, thence N89°58'57"E along the South line of Liberty Hills West, Section 2 as it is recorded in Plat Book 33, Pages 128 through 130 in the Office of Recorder, Allen County, Indiana, for 463.00 feet; thence S0°01'03"E for 107.39 feet; thence S10°34'25"W for 98.49 feet; thence S79°25'35"E for 86.32 feet to the beginning of a curve concave to the north having a radius of 197.35 feet and having a long chord measuring 40.99 feet and bearing S85°23'16"E; thence easterly 41.07 feet along said curve through a central angle of 11°55'22" to a radial line of said curve which bears S1°20'57"E; thence on a prolongation of said radial for 50.00 feet; thence S0°25'35"E for 124.11 feet; thence N89°34'25"E for 14.00 feet; thence S22°01'03"E for 105.09 feet thence N89°34'25"E for 82.29 feet; thence N67°58'57"E for 67.32 feet; thence S22°01'03"E for 6.91 feet to the beginning of a curve concave to the west having a radius of 1023.88 feet and having a long chord measuring 222.85 feet and bearing S15°46'11"E; thence southerly 223.29 feet along said curve through a central angle of 12°29'43" to a radial line of said curve which bears S80°28'40"W; thence on the prolongation of said radial for 90.00 feet; thence S30°29'11"W for 55.00 feet; thence S0°25'35"E for 285.00 feet; thence S89°48'22"W for 35.00 feet; thence S0°25'35"E for 280.00 feet to the South line of said Southeast Quarter; thence S89°48'22"W along said South line for 679.81 feet to the point of beginning; said tract containing 19.75 Acres, more or less, and being subject to all public road right-of-ways and all easements of record.

by virtue of those certain deeds recorded in Deed Record 652, page 328, and as Document Nos. 71-12306, 79-17697 and 84-16062 in the Office of the Recorder of Allen County, Indiana, and Joseph D. Bishop, as Trustee, under that certain Land Trust Agreement dated November 23, 1977, as contract purchaser thereof, do hereby lay off, plat, subdivide and dedicate said real estate in accordance with the information shown on the plat, being the certified plat appended hereto and incorporated herein. The subdivision shall be known and designated as SARATOGA PARK, SECTION I.

The lots are numbered 1 through 31, both inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. The ground designated "Common Area" shall be Common Area. All streets and easements specifically shown or described are hereby dedicated to the public for their usual and intended purposes.

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



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FIRST LAND TITLE COMPANY
OF FORT WAYNE, INC.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this
6th day of December, 1985.

Lawrence D. Bishop
Lawrence D. Bishop

Frances P. Bishop
Frances P. Bishop

Joseph D. Bishop
Joseph D. Bishop, Trustee

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN

Before me, the undersigned, a Notary Public in and for said County and State, this 6th day of December, 1985, personally appeared Lawrence D. Bishop and Frances P. Bishop, husband and wife, and Joseph D. Bishop, Trustee, under that certain Land Trust Agreement dated November 23, 1977, as contract purchaser thereof, and acknowledged the execution of the foregoing instrument. Witness my hand and notarial seal.

My Commission Expires:
January 8, 1989



Carol L. Gilbert
Carol L. Gilbert
Notary Public
County of Residence: Allen

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



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