

RECORDED
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RECORDER
PATRICIA J CRICK
ALLEN COUNTY, IN

Doc. No. 201042408
Receipt No. 17890

DCFD 3.00
PLAT 42.00
PLAT 9.00
Total 54.00

Plat Cab D Pg. 108

**DEDICATION, PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND
APPROVALS APPENDED TO AS PART OF
THE DEDICATION AND PLAT OF WATERSIDE WOODS,
A SUBDIVISION IN
ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA**

Covington Hollow Development, LLC, an Indiana limited liability company, hereby declares that it is the Owner and Developer of the real estate shown and described in this plat and does hereby lay off, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. The Subdivision shall be known and designated as Waterside Woods, a Subdivision in Aboite Township, Allen County, Indiana.

The Lots are numbered from 1 to 31, inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to the Waterside Woods Community Association, Inc., or a name similar thereto, its successors and assigns.

Section 2. "Bylaws" shall mean the Bylaws initially adopted by Waterside Woods Community Association, Inc. and all amendments and additions thereto.

Section 3. "Committee" shall mean the Architectural Control Committee, composed of three members appointed by the Developer and who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time shall be filled by appointment of the Developer. Prior to the appointment of the members of the Committee by the Developer, the Developer shall possess the authority of the Committee as set forth herein.

*Covington Hollow Dev LLC
10000 Dupont
46825*

01 5596
AUDITORS NUMBER

AUDITOR'S OFFICE
Duly entered for taxation. Subject
to final acceptance for transfer.

JUN 21 2001

[Signature]
AUDITOR OF ALLEN COUNTY

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

Section 5. "Waterside Woods" shall mean and refer to the name by which the real estate which is the subject of this Declaration shall be known.

Section 6. "Developer" shall mean and refer to Covington Hollow Development, LLC, its successors and assigns.

Section 7. "Dwelling Unit" shall mean and refer to the structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.

Section 8. "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.

Section 9. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Properties" shall mean and refer to that certain real property hereinbefore described, any additions made thereto, or any sections developed and added to Waterside Woods by the Developer in the future.

Section 11. "Restrictions" shall mean and refer to the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to and made a part of the Dedication and Plat of Waterside Woods.

Section 12. "Subdivision" shall mean Waterside Woods, a subdivision located in Aboite Township, Allen County, Indiana.

ARTICLE II PROPERTY RIGHTS

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

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities by an Owner for any period during which any assessments 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;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Class B members. At such time as the Class B membership ceases in accordance with Section 2 of Article III hereof, no further dedication or transfer by the Association of any part of the Common Area to any public agency, authority or utility shall be effective unless an instrument signed by two-thirds (2/3) of the Class A members agreeing to such dedication or transfer has been recorded.

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

Section 3. Additions to Common Area. The Developer reserves the right, so long as Class B members of the Association exist, to convey and transfer to the Association such additional real and/or personal property as the Developer within its sole discretion deems appropriate, and the Association shall accept such transfer and shall hold such property as a part of the Common Area of the Subdivision.

ARTICLE III
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. Class A members shall be all Owners of Lots in Waterside Woods (except Covington Hollow Development, LLC) and such members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. Class B member(s) shall be Covington Hollow Development, LLC, and such member(s) shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when title to all Lots in all sections of Waterside Woods have been conveyed, or
- (b) on December 31, 2011.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Covington Hollow Development, LLC, 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, (2) Special Assessments for capital improvements and (3) Tax Recoupment Assessments; such assessments to be established and

collected as hereinafter provided. Annual and special assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any Assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid Assessments to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, and be enforced in the same manner as, a mortgage lien under Indiana law, and shall include attorney fees, title expenses, interest and any costs of collection.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents of Waterside Woods, and in particular for the improvement and maintenance of the lake, and all other Common Areas, including, but not limited to, the repair of street damage within the Subdivision caused by clay core dam failure and other repair and maintenance, and the cost of labor, equipment and materials, supervision, security, lighting, lawn care, and removal, insurance, taxes, and all other things necessary or desirable in the opinion of the Board of Directors of the Association in connection therewith.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance by the Developer of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance by the Developer of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 15% 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 by the Developer of the first Lot to an Owner, the maximum annual assessment may be increased above 15% by the vote or written assent of 51% of all members.

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

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

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Any action authorized under Sections 3 or 4 and requiring a vote or written assent of a certain percentage of the Association membership shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of all 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, quarterly 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 the conveyance of the Common Area by the Developer to the Association. 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 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Tax Recoupment Assessments. In addition to all other assessments provided for in this Article IV, the Association may levy in any assessment year an assessment ("Tax Recoupment Assessment") applicable to that year only for the purpose of defraying, in whole or in part, any cost or expense incurred by the Association in the form of a tax and/or penalty and/or interest on a tax imposed upon, assumed by, or assessed against the Association or its Properties, and arising out of or in any way related to the acceptance of title to, the ownership of, and/or operation or maintenance of any plant or equipment (including utility lines, lifting stations and other property) for the transmission, delivery or furnishing of water, or for the collection, transmission and disposal of liquid and solid waste and sewage, and/or the ownership of any real estate or easements or other rights with respect to real estate owned and/or possessed in connection with such plant or equipment.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date as provided in Section 1 of this Article IV. The Association may bring an action at law against the Owner personally obligated to pay the same; may foreclose the lien against the property in accordance with the provisions of Section 1 of this Article IV; or may do both. No Owner may waive or otherwise escape personal liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a judgment and court order on a foreclosure of any first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use.
- (b) All Common Areas as defined in Article I hereof.

- (c) All areas reserved by the Developer on the recorded plat of the properties.
- (d) All Lots owned by the Developer.

ARTICLE V ARCHITECTURAL CONTROL

No building, shed, fence, wall, swimming pool or spa, or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until two sets of plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. The Committee's approval or disapproval as required in these covenants shall be in writing. No structure of any kind which does not comply fully with such approved plans shall be erected, constructed, placed or maintained upon any Lot, and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent. Neither the Developer, the Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Committee or the Developer to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete sets of plans to the Developer's office for review by the Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent Lot owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

Notwithstanding any provision to the contrary, at any time prior to the appointment by the Developer of the members of the Committee, the Developer shall have the exclusive right to

waive any architectural restrictions set forth in these Restrictions, including, without limitation, the provisions included in Article VI of these Restrictions.

ARTICLE VI GENERAL PROVISIONS

Section 1. Residential Purposes. 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 Dwelling Unit not to exceed two and one-half stories in height. Each Dwelling Unit shall include not less than an end-loading three-car garage, which shall be built as part of said structure and attached thereto.

Section 2. Home Occupations. No Lot shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows, may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family residing in said Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that indicates from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a Dwelling Unit; (b) no commodity is sold upon the Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit; and (d) no mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, licensed child care center or other licensed or regulated babysitting service, animal hospital, or any form of animal care or treatment such as dog trimming be construed as a home occupation.

Section 3. Building Sizes. No Dwelling Unit shall be built on any Lot having the living area of the main structure, exclusive of one-story open porches, breezeways or garages of less than 2,200 square feet for a one-story Dwelling Unit, not less than 2,600 square feet for a Dwelling Unit of more than one story.

Section 4. Building Setback. No Dwelling Unit 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 Dwelling Unit shall be located nearer than a distance of seven feet to an interior Lot line. With respect to Lots numbered 1 through 31, inclusive, no

Dwelling Unit shall be located on any of such Lots nearer than 25 feet to the rear Lot line, subject to Allen County Subdivision Control Ordinance 4-2-3-4(p)(4).

Section 5. Garages. All Dwelling Units must have a full-size, attached, end-loading, three (3) car garage of at least 600 square feet. However, the Architectural Control Committee shall have the authority to approve any garage not in compliance with the restrictions set forth in this Section 5, subject to and in accordance with Article V hereof.

Section 6. Utility and Drainage Easements. 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 enter and leave 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 Dwelling Unit 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 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 7. Surface Drainage. Surface Drainage Easements and Common Areas used for drainage purposes as shown on the plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

Section 8. Nuisances. 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 9. Temporary Structures, Storage and Sheds. No structure of a temporary character, trailer, boat trailer, truck, commercial vehicle, recreational vehicle (RV) camper shell, all terrain vehicle (ATV), camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be either used or located on any Lot, or adjacent to any Lot, public street or right-of-way within the Subdivision at any time, or used as a residence, either temporarily or permanently. Notwithstanding any provision to the contrary contained in this Section, storage sheds will be allowed if architectural style matches the house. All sheds must be constructed of wood and must have the shingles and colors that match the house. No aluminum or vinyl siding shall be allowed on sheds. Minimum shed size is to be 10' x 10' and maximum size is to be 12' x 14'. All sheds must be approved by the Committee, or the Developer if appropriate, prior to the construction thereof.

Section 10. Storage Sheds. No storage sheds of any type shall be allowed on any Lot.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign used by a realtor of not more than five square feet advertising the property for sale, and one sign used by a builder to advertise the property during the construction and sales period which shall be not more than five square feet.

Section 12. Radio and Television Antennas. No radio or television antenna with more than 30 square feet of grid area or which attains a height of six feet above the highest point of the roof shall be attached to any Dwelling Unit. No freestanding radio or television antenna shall be permitted on any Lot. No television receiving disk or dish shall be permitted on any Lot or on any Dwelling Unit. No solar panels attached or detached shall be permitted.

Section 13. Drilling, Refining, Quarrying and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 14. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 15. Trash and Garbage. 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 outside incinerators shall be kept or allowed on any Lot.

Section 16. Building Materials. All Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any Dwelling Unit or other permitted structure on any Lots of said Subdivision and no roll roofing of any description or character shall be used on the roof of any Dwelling Unit or other permitted structure on any of said Lots. All house fronts shall be of natural material, except soffits, and all other sides shall be of natural material, vinyl, or wood grain siding.

Section 17. Driveways. All driveways from the street to the garage shall be poured concrete and not less than 16 feet in width but not exceed 16 feet in width at the curb.

Section 18. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lots in this Subdivision.

Section 19. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby reserved and granted to the Developer, the Association, and any public or quasi-public utility company engaged in supplying one or more of the utility services contemplated in Sections 6 and 7 or this Section 19 of Article VI, 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. All such easements dedicated on the face of the plat shall be kept free of shrubbery, trees, or other installation thereon, whether temporary or permanent, shall be subject to the paramount right of the entities for which such easements are intended to benefit, to install,

repair, maintain or place their utility or sewage facilities, and that the removal of any such obstructions by utilities or sewage treatment works shall in no way obligate them either in damages or to restore the obstruction to its original form, subject to Allen County Subdivision Control Ordinance 4-2-3-4(p)(4).

Section 20. Sanitary Sewer Restrictions. 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 into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from 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 Water Runoff Sewer System.

Section 21. Improvements. Before any Dwelling Unit on any Lot in this Subdivision shall be used and occupied as a dwelling or otherwise, the Developer or any subsequent Owner of such Lot shall install improvements serving such Lot provided in said plans and specifications for such improvements filed with the appropriate governmental authorities, together with any amendments or additions thereto which said governmental authorities may authorize or require. This covenant shall run with the land and be enforceable by any governmental authority having jurisdiction over the Subdivision, or by any aggrieved Lot Owner in this Subdivision.

Section 22. Permits and Certificates. Before any Dwelling Unit on any Lot may be used or occupied, such user or occupier shall first obtain from the Allen County Zoning Administrator an Improvement Location Permit and a Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Section 23. Fencing. All fences shall be of wood construction. No vinyl, aluminum or steel shall be allowed. The only fencing permitted shall be a split rail (two rails high, not to exceed four feet high) or a privacy fence around an immediate patio of not more than six feet which must be approved by the Committee, or by the Developer at any time prior to the appointment of the members of the Committee by the Developer, in writing, and shall also meet the requirements of the Allen County Zoning Ordinance, unless a variance from this fence requirement shall have been approved in writing by the Committee, or the Developer if appropriate.

Section 24. Mailboxes. The initial type of mailboxes shall be the Oakmont Design and the location and installation of mailboxes shall be the responsibility of the Developer.

Section 25. Time for Building Completion and Restoration. Every Dwelling Unit on any Lot in the Subdivision shall be completed within 12 months after the beginning of such construction. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three months from the time of such destruction or damage.

Section 26. Single Owner Continuous Lots. Whenever two or more contiguous Lots in the Subdivision shall be owned by the same person, and such Owner shall desire to use two or more of said Lots as a site for a single Dwelling Unit, he shall apply in writing to the Committee or Board of Directors of the Association, or the Developer if appropriate, for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single Dwelling Unit shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with one single Dwelling Unit. Should any improvements be made or structures of any type added beyond the one single Dwelling Unit to either of the contiguous Lots, such improvements and/or structures shall be subject to prior approval by the Architectural Control Committee in accordance with Article V hereof.

Section 27. 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 of any dwelling. The flood protection grades shall be Mean Sea Level Datum and shall be specifically set forth in the secondary plat of Waterside Woods as approved by the Allen County Plan Commission.

The flood protection grades for Waterside Woods are as follows:

- Lot 1 = 803.00 feet
- Lot 2 = 804.00 feet
- Lots 18-27 = 802.50 feet

Inclusive are feet Mean Sea Level.

Section 28. Subdivision of Lots. No Lot or combination of Lots may be further subdivided subject to the Allen County Subdivision Control Ordinance 4-2-3-4(p)(1).

Section 29. Exterior Building Surfaces. All exterior building surfaces, materials and colors shall be approved by the Committee, or the Developer if appropriate.

Section 30. Yard Lights. An automatic dusk to dawn light of type and location approved by the Committee shall be installed by the builder or Lot Owner on each Lot in front of the front building line.

Section 31. Fires. No outdoor fires for the purpose of burning leaves, grass or other forms of trash shall be permitted to burn upon any street roadway or Lot in this Subdivision, other than that as related to the construction of a Dwelling Unit.

Section 32. Chimneys. All fireplace chimneys shall be of natural material construction, if located on the front of the house. If on sides or rear, the chimney may be vinyl wood grain siding.

Section 33. Pool and Hot Tubs. No above-ground pool which requires a filtration system or other above-ground pool which is more than six feet in diameter and 18 inches deep shall be placed or maintained on any Lot. No in-ground swimming pool or hot tub or spa, or any fence proposed to contain said pool, hot tub or spa, may be placed or maintained on any Lot without the prior written approval of the Committee, or the Developer if appropriate, in accordance with Article V and shall be subject to the pertinent portions of the Allen County Zoning Ordinance, as amended from time to time.

Section 34. Enforceability. The Association, the Developer, and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association, the Committee, the Developer, 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 35. Partial Invalidation. Invalidation of any one of these Restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 36. Covenants, Restrictions and Extensions. The Covenants and Restrictions herein contained shall run with the land and be effective for a term of 20 years from the date these Restrictions are recorded, after which time they shall automatically be extended for successive periods of 10 years. However, these Restrictions may be amended by an instrument signed by not less than 75% of the Lot Owners, or by the Developer, its successors or assigns, with the approval of the Allen County Plan Commission, for a period of two years from the date of recording of the plat.

Section 37. Termination or Amendment by Developer. Until such time as the last Lot is sold by the Developer, or two (2) years from the date of these Restrictions, whichever is later, the Developer, at its discretion, may abolish or amend these Restrictions or change them in whole or in part, subject, however, to approval of the Allen County Plan Commission.

Section 38. Rights of Ingress and Egress. The rights of ingress and egress to the Subdivision shall only be in such locations as shown on the Plans and Specifications of the Subdivision.

Section 39. Sidewalks. Each Owner, except for the Owner of Lot 1, shall provide a concrete public sidewalk within the right-of-way of their property prior to occupancy, as indicated on the sidewalk plan on file with the Allen County Plan Commission. Concrete sidewalks should be four feet in width.

Section 40. Enforcement. In addition to the provisions contained in Article IV, Section 1, should any Owner violate any provision of these Restrictions, said Owner shall pay all costs and expenses incurred by the Association and/or the Developer, or its successors and assigns, in connection with the enforcement of these Restrictions, including, without limitation, all attorney fees and expenses, interest, and any cost of collection.

IN WITNESS WHEREOF, Covington Hollow Development, LLC, Owner of the real estate described in said plan, has set its hand and seal this 14th day of May, 2001.

COVINGTON HOLLOW DEVELOPMENT, LLC
A Limited Liability Company

By: Michael W. Thomas
Michael W. Thomas, Member

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared Michael W. Thomas, known to me to be the person, and Member, whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Covington Hollow Development, LLC, a limited liability company, and that he executed the same as the act of such Covington Hollow Development, LLC for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of May, 2001.

My Commission Expires:

9-25-06

Susan J. Evans
SUSAN J. EVANS, Notary Public
I reside in ALLEN County, Indiana

This instrument prepared by:

J. Rickard Donovan

ROTHBERG LOGAN & WARSCO LLP

110 West Berry Street, Suite 2100

Fort Wayne, Indiana 46802

Telephone: (219) 422-9454

MAIL TO: Oakmont Development Company, LLC

1020 East Dupont Road

Fort Wayne, Indiana 46825