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RECORDED: 08/26/2020 11:22:01 AM

ANITA MATHER

ALLEN COUNTY RECORDER

FORT WAYNE, IN

Plat Cab H Pg 86

**DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
TO THE PLAT OF THE GROVES AT COBBLE CREEK, A SUBDIVISION
IN WASHINGTON TOWNSHIP, ALLEN COUNTY, INDIANA**

North Eastern Development Corp., an Indiana corporation (the "Developer"), by Joseph L. Zehr, President, declares that it is the owner of the real estate shown and legally described in this plat ("Real Estate"), and lays off, plats and subdivides the Real Estate in accordance with the information shown on the certified plat attached to and incorporated by reference in this document. The platted Subdivision shall be known and designated as The Groves at Cobble Creek, a Subdivision in Washington Township, Allen County, Indiana (the "Subdivision"). The Plat has been recorded in the Allen County Recorder's Office at Plat Cabinet H, Page 86 and at Document No. 2020051055. The Lots in the Subdivision shall be subject to and impressed with the covenants, limitations, easements and restrictions hereinafter set forth (the "Declaration"). The provisions herein contained shall run with the land and shall inure to the benefit of the Owners of the Lots and the land included therein, and their respective legal representatives, successors, grantees, heirs and assigns. The Lots shown on the Plat are numbered A, B, C, D and E inclusive, and all dimensions are shown in feet and decimals of a foot on the Plat. The Real Estate is also legally described on Exhibit A attached to this Declaration. The Plat shows areas designated as Utility and Surface Drainage Easement and all such easements specifically shown or described are expressly dedicated to public use for their usual and intended purposes.

PREFACE

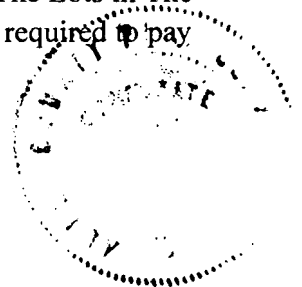
The Lots in the Subdivision are adjacent to a subdivision developed by the Developer known as Cobble Creek recorded at Document No. 2019067271 (as amended). In addition to the recordation of the Plat and this Declaration, there has been previously formed and recorded articles of incorporation for an Indiana not-for-profit corporation known as The Cobble Creek Community Association, Inc. (the "Association"), which is the homeowner association for the adjacent and nearby subdivision (and sections thereof) known as Cobble Creek. The Lots in The Groves at Cobble Creek shall not be members of the Association and shall not be required to pay

AUDITOR'S OFFICE

Duly entered for taxation. Subject
to final acceptance for transfer.

AUG 26 2020


AUDITOR OF ALLEN COUNTY



25

dues to the Association. However, the Association and/or its Board of Directors shall have certain rights, as set forth in this Declaration, and is an intended third-party beneficiary of this Declaration.

SECTION 1. DEFINITIONS. The following words and phrases shall have the meanings stated, unless the context clearly indicates that a different meaning is intended:

1.1 "Builder". An individual or entity who is licensed to build single-family residential dwellings in the county in which the subdivision is located and is the Owner of a Lot in the Subdivision.

1.2 "Board of Directors". The duly elected or appointed board of directors of the Association.

1.3 "Committee". The Architectural Control Committee established under Section 2 of these Covenants.

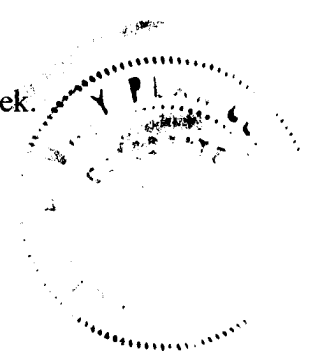
1.4 "Covenants and/or Declaration". This document and the restrictions, limitations and covenants imposed under it and the Plat.

1.5 "Developer". North Eastern Development Corp., an Indiana corporation, and any Successor Developer designated by the Developer.

1.6 "Lot" and in plural form, "Lots". Any of the platted lots in the Plat, or any tract(s) of Real Estate which may consist of one or more Lots or part(s) of them upon which a residence may be or is erected in accordance with the Covenants, and any applicable zoning ordinance.

1.7 "Owner, and in the plural form, Owners". The record owner(s) (whether one or more persons or entities) of fee simple title to a Lot or Lots, including land contract buyers, but excluding those having an interest in a Lot merely as security for the performance of an obligation.

1.8 "Plat". This recorded secondary plat of The Groves at Cobble Creek.



1.9 "Subdivision". The Subdivision of The Groves at Cobble Creek.

1.10 "Zoning Authority". The applicable governmental Plan Commission and/or Zoning Authority, or its successor agency, then having zoning authority and jurisdiction over the Real Estate to issue improvement location permits, and to issue certificates of occupancy for residences constructed on Lots.

SECTION 2. ARCHITECTURAL CONTROL

2.1 Construction Approval. No structure or improvement, including but not limited to, building, residence, garage, fence, wall, in-ground swimming pool and spa, exterior lighting, swing set, play equipment, permanent basketball goals or other structures for sports and recreation, statues, lawn ornaments, or other non-living landscaping ornamentation device or any other structure shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition (collectively, "structures"), change or alteration be made to a structure on a Lot unless and until the plans and specification showing the structure's nature, kind, shape, height, materials and location are submitted to and approved by the Architectural Control Committee in writing as to the structure's harmony of external design and location in relation to the surrounding structures and topography in the Subdivision. The Developer shall serve as the Architectural Control Committee until residences are constructed on all Lots including all new builds in the Subdivision at which time the Board of Directors of the Association shall serve as the Architectural Control Committee. Until the Association succeeds to the Architectural Control Committee's responsibilities pursuant to Section 2.3, the Developer may from time to time, in writing, appoint another entity, individual, or group of individuals to act as its representative for the Developer in some or all matters regarding its rights, duties, and responsibilities under Section 2. The burden of proof shall be upon the party submitting the plans and specifications (including any landscaping plans) to conclusively establish that the plans and specifications were actually submitted for approval and as to the structure's harmony of external design and location in relation to the surrounding structures and topography in the Subdivision. The Developer shall have the right to temporarily exempt any Builder or Lot Owner from submitting landscaping plans. Such exemption may be revoked at any time by the Developer and the Lot Owner shall

thereafter be required to submit for approval a landscaping plan and to install the approved landscaping pursuant to these covenants, including Section 2.2 hereof.

2.2 Lawn. In the event the Owner of a Lot fails to commence construction on a Lot within twelve (12) months after the purchase of said Lot, the Lot Owner shall either seed and grow or sod the entire Lot with grass and regularly mow and maintain same. Should the Lot Owner fail to comply with the requirements as set forth herein, the Architectural Control Committee shall have the right to enter upon the Lot and seed the entire Lot with grass, and to mow and maintain the Lot and shall have the right to claim a lien upon the Lot and to recover personally from the Lot Owner for all their costs, expense and attorney fees incurred as a result of any default or breach of this covenant, which lien shall be subject to the same collection rights and remedies granted to the Association in this Declaration. The Lien shall not become effective against bona fide purchasers for value without notice thereof, unless and until said lien is duly recorded in the Recorder's Office of Allen County, Indiana.

2.3 Committee Authority. The Architectural Control Committee shall have the exclusive authority and responsibility to review plans for construction of all structures proposed to be constructed in the Subdivision. The Developer from time to time may delegate to its representative or to the Board of Directors or the Officers of the Association the authority and responsibility to review plans for construction of fences, residential yard playground equipment and basketball poles in the Subdivisions. Such delegation shall be made in writing, signed by the Developer, and delivered or mailed to the Association's registered office.

2.4 Board of Directors Authority. After residences are constructed on all Lots in the Subdivision, the Board of Directors of the Association shall then succeed to the Architectural Control Committee's responsibilities of Developer under this Section 2 to review construction, modifications and additions of any and all improvements and structures in the Subdivision, including by way of illustration and not limitation, the improvements and structures described in Section 2.1 hereof.

2.5 Time Constraint. In the event the Architectural Control Committee (or Board of Directors of the Association or other representative acting under Sections 2.1, 2.3 or 2.4) fails to act to approve, modify, or disapprove the design and location of a proposed improvement, or

structure within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and approval under this Section 2 will be deemed to have been given.

2.6 Landscaping/Construction Activity. Once construction of any structure is commenced on any Lot, there shall be no lapse of construction activity greater than sixty (60) consecutive days (excluding any days where construction is delayed or not possible due to adverse weather conditions). All Owners, except Developer, shall landscape or cause to be landscaped, their Lot in a manner as to maintain consistency with the integrity of the landscaping contained on other Lots in the Subdivision on which residences have been constructed. The burden of proof shall be upon the party submitting the landscaping plans and specifications to conclusively establish that the landscaping plans and specifications were actually submitted for approval and approved and that the landscaping was installed in compliance with the approved landscaping plans and specifications and these landscape covenants. Upon completion of a residence, all landscaping as approved in the plans and specifications shall be installed promptly, and in no event, later than one hundred eighty (180) days following the issuance of the certificate of occupancy for the residence constructed thereon or fifteen (15) months from the initial commencement of construction, whichever is earlier. In the event landscaping plans were not submitted to the Architectural Control Committee for approval, or in the event landscaping plans were submitted and approved by the Architectural Control Committee but the landscaping installed was not in accordance with the approved landscaping plans and specifications, then and in either of such events, the Developer shall the right, upon thirty (30) days prior written notice to a Lot Owner, to require the Lot Owner to either install within sixty (60) days the landscaping previously approved, or to submit new or initial (if no landscaping plans and specifications were ever submitted) landscaping plans and specifications for approval by the Architectural Control Committee. In the event the Architectural Control Committee denies approval of such landscaping plans and specifications, the Architectural Control Committee shall have the right to determine and require that landscaping be installed consistent with the integrity of the landscaping contained on other Lots in the Subdivision on which residences have been constructed. The Developer shall have the right to file an action to enforce compliance and recover all its costs, expenses, and attorney fees as well as to require the Lot Owner to install pursuant to plans and specifications imposed by the Developer upon the Lot Owner, with such Developer-imposed landscaping plans and specifications and the installation thereof to be.

installed and completed by the Lot Owner within one hundred twenty (120) days from the date of the Developer's written demand. In the event a Lot Owner fails to comply therewith, the Developer and any contractor or agent of the Developer shall be and is hereby granted a license to enter upon the Lot, to install the landscaping, to recover the costs thereof, together with interest and attorney fees from the Lot Owner, in the same manner and pursuant to the same procedures that assessments may be recovered and liens foreclosed against a Lot Owner pursuant to these Covenants.

2.7 Non-liability of Architectural Control Committee. Plans and specifications are not reviewed for engineering or structural design or quality of materials, or to assure that any improvements constructed pursuant thereto are located within recorded setbacks established by either the Plat, the Covenants, or applicable zoning ordinances, or designed or constructed pursuant to Covenants or building codes, and by approving such plans and specifications, neither the Architectural Control Committee, the Developer, its representative, nor the Association assumes liability or responsibility therefore for any defect in any structure constructed from such plans and specifications, nor for any actions of any Builder in connection therewith. Neither the Architectural Control Committee, the Developer, its representative, the Association, the Board of Directors, nor the officer, directors, members, employees, agents, or any appointed representative of any of them shall be liable by way of legal or equitable relief or in damages to anyone by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval, modification, or disapproval of any such plans and specifications. Every Lot Owner, for himself and for all parties claimed by or through such Lot Owner, agrees not to bring any action or suit against Architectural Control Committee, the Developer, its representative, the Association, the Board of Directors, or the officers, directors, members, employees, agents, or appointed representatives of any of them to recover seeking legal or equitable relief or damages and hereby releases all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provide that a general release does not extend to claims, demands, and causes of actions not known at the time this release is given.

SECTION 3. GENERAL PROVISIONS

3.1 Use. Except as otherwise provided in this Section 3.1, Lots may not be used for any uses and purposes other than for single-family residential uses and purposes. No building

shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family residence not to exceed two and one-half stories in height and one Outbuilding for storage and related uses, which Outbuilding shall not to exceed thirteen hundred (1300) square feet in surface area and two stories in height. Each residence shall include a garage attached as part of the residence, to accommodate not less than two (2) cars which attached garage shall have one (1) or more overhead garage doors which have an aggregate width of not less than sixteen (16) feet for all such overhead garage doors; such overhead doors to be located on the exterior wall of the garage which is accessed by the driveway. No Lot and Outbuilding shall be used for any purpose other than as a single-family residence, provided however, Developer shall have the sole authority to approve a Builder using the home on any Lot as a model for the purpose of selling homes in the Subdivision constructed or to be constructed by the Builder. Developer shall further have the sole authority to approve outdoor signage and/or flag poles in connection with the Builder's model home. A home occupation shall be considered a single-family residential use and permitted on a Lot so long as:

- (i) the Owner has obtained any and all required governmental approvals necessary or required in order to conduct the home occupation on the Lot;
- (ii) the Architectural Control Committee has been provided with written notice of the proposed home occupation at the earlier of forty-five (45) days prior to the commencement of the home occupation in the residence or forty-five (45) days prior to the date of filing of any required application with any applicable governmental agency, if required;
- (iii) any such home occupation use shall be conducted entirely within the residence and/or any approved Outbuilding, such home occupation shall be clearly incidental and secondary to the use of the Lot for a residence for single-family dwelling purposes and shall not change the overall residential character thereof;
- (iv) there shall be no sign attached to the exterior of the residence or free-standing sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a single-family residence; and

- (v) no person shall be employed in such home occupation other than a member of the immediate family who actually resides in the residence.

3.2 Dwelling Size. No residence shall be built on a Lot having a ground floor area upon the foundation, exclusive of any open porches, breezeways or garages, of less than sixteen hundred (1,600) square feet for a one-story residence, or a total living area exclusive of open porches, breezeways and garages of less than two thousand (2,000) square feet for a residence that has more than one story.

Building Lines. No residence or other structure shall be located on a Lot nearer to the front building setback line than the minimum front building setback lines as shown on the Plat. In addition, no residence or other structure shall be located nearer than fifteen (15) feet to a side yard Lot line. No dwelling or other structure shall be located on an interior Lot nearer than twenty-five (25) feet from either adjoining street right of way line as shown on the Plat.

3.3 Minimum Lot Size. No residence shall be erected or placed on a Lot having a width of less than one hundred twenty (120) feet at the front Lot minimum building setback line, nor shall any residence be erected or placed on any Lot having an area of less than twenty thousand (20,000) square feet.

3.4 Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat as Utility and Surface Drainage Easements. No Owner shall erect on a Lot, or grant to any person, firm or corporation the right, license, or privilege to erect or use, or permit the use of, overhead wires, cable, poles or overhead facilities of any kind for any utility service or for electrical, telephone or television service, except such poles and overhead facilities currently existing as well as those that may be required at those places where distribution facilities enter and leave the Subdivision. Nothing contained in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any residence or other structure on a Lot connecting it to the electrical distribution system of any electric public utility shall be provided by the Owner of the Lot that constructs the residence or structure, and shall carry not less than three (3) wires and have a capacity of not less than two hundred (200) amperes. Any public utility charged with the maintenance of underground installations shall

have access to all easements in which said installations are located for operation, maintenance and replacement of service connections.

3.4.1 Non-Obstruction of Easements. All easements dedicated on the Plat or in these Covenants shall be kept free of all permanent structures, and any structure, 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 any utilities, including but not limited to electrical, phone, water and sewage utilities, and 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 easement or any obstruction thereon to its original form.

3.5 Regulated Drainage & Surface Drainage Easements. Surface drainage easements 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 grading of the drainage easements shall be constructed and maintained so as to achieve this purpose. Such easements shall be maintained by each Lot Owner on which such easement is located in an unobstructed condition. In addition, the County Surveyor and/or the Allen County Drainage Board (or any other proper public authority having jurisdiction over storm drainage) shall have the right to determine if any obstruction exists, and to repair and maintain, or require such repair and maintenance by the Lot Owner as may be reasonably necessary to keep the drainage easements and conductors unobstructed and serving their intended purposes.

3.6 Nuisance. No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done there which may be or become an annoyance or nuisance to residents in the Subdivision.

3.7 Structures Other Than Single-Family Residence. Except as specifically permitted hereinafter, no structure, whether temporary, permanent, or otherwise, shall be erected, maintained, or used on any Lot other than one single-family residence and one Outbuilding. Prohibited structures include, by way of illustration and not limitation, detached shack, storage shed and portable basketball goal. Notwithstanding the foregoing, the Architectural Control Committee may, subject to compliance with Section 2, permit to be erected and maintained in its sole and absolute discretion residential playground equipment such as swing sets, in-ground

swimming pools, cabanas, and fences. In exercising such discretion, the Architectural Control Committee may establish, maintain, and revise from time to time guidelines for consideration and evaluation of such structures, and shall endeavor to act reasonably consistent in the application of its guidelines then in effect and in consideration and evaluation of any such requested approvals. The decision of the Architectural Control Committee shall not be subject to appeal or challenge.

3.8 Outside Storage. No boat, boat trailer, jet ski, snowmobile, recreational vehicle, motor home, truck, bus, camper, any motor vehicle not currently titled, registered, or having a current license plate, or any non-operable motor vehicle shall be permitted to be parked outside an enclosed garage or Outbuilding on a Lot or on any public or private street in the Subdivision for periods in excess of forty-eight (48) hours, or for a period which is the aggregate is in excess of sixteen (16) days per calendar year. The term "truck" as used in this Section 3.9 is defined to mean any motor vehicle which has a gross vehicle weight in excess of eight thousand seven hundred (8,700) pounds or which is rated at a load carrying capacity of one (1) ton or more. In determining the 48-hour or sixteen (16) calendar day requirements of this Section, there shall be included any temporary removal or moving of such prohibited parking or storage where the primary purpose of such removal or moving is to avoid or evade the requirements of this Section.

3.9 Free-Standing Poles. Except as provided in Section 3.1, no clotheslines or clothes poles, or any other free standing, semi-permanent or permanent poles, rigs, or devices, regardless of purpose, with the exception of a flag pole displaying the United States federal or state flag, and with the exception of a permanent basketball pole, also with the exception of yard lighting shall be constructed, erected, or located or used on a Lot, provided however, that the installation and location thereof must be approved by the Architectural Control Committee under Sections 2 and 3.8.

3.10 Signs. Except as provided in Section 3.1, no sign of any kind shall be displayed to the public view on a Lot except one professional sign of not more than five square feet, advertising a Lot for sale or rent, or signs used by a Builder to advertise a Lot during the construction and sales periods.

3.11 Antennas. No radio or television antenna with more than twenty-four (24) square feet of grid area, or that attains a height in excess of six (6) feet above the highest point of the

roof of a residence, shall be attached to a residence on a Lot. No free-standing radio or television antenna shall be permitted on a Lot. No solar panels (attached, detached or free-standing) are permitted on a Lot. Satellite receiving disk or dish shall be permitted on a Lot, provided however, that the installation and location of a satellite dish must be approved by the Committee under Sections 2 and 3.8.

3.12 Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on or in a Lot. No derrick or other structure designed for boring for oil or natural gas shall be erected, maintained or permitted on a Lot.

3.13 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on a 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. In case of a dispute or disagreement, the Architectural Control Committee is herewith granted the authority to conclusively determine whether an animal is or is not a permitted household pet.

3.14 Garbage/Dumping. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. No incinerators shall be kept or allowed on a Lot. Garbage cans shall not be placed at the street for collection and pick-up earlier than 4:00 p.m. on the day prior to the scheduled pickup. Garbage cans shall be located inside an enclosed garage except when placed at the street for trash pickup.

3.15 Workmanship and Maintenance of Lots and Dwelling Units. All structures on a Lot shall be constructed in a substantial, good and workmanlike manner and of new materials. No roof siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any structure on a Lot, and no roll roofing of any description or character shall be used on the roof of any residence or attached garage on a Lot. No Lot, lawn, landscaping or structure shall be permitted to become overgrown, unsightly or fall into disrepair. Should the Lot Owner fail to comply with the requirements as set forth within, the Architectural Control Committee shall have the right to make any necessary alterations, repairs or maintenance approved by the Architectural Control Committee to carry out the provision herein. The Association shall have the right to claim a lien upon the Lot, and to recover personally from the Lot Owner, for all of their costs, expenses and attorney fees.

3.16 Driveways. All driveways on Lots from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width, provided however, in the event the driveway serves a side loading garage, then in that event, the driveway shall be poured concrete and not less than fourteen (14) feet in width at the street.

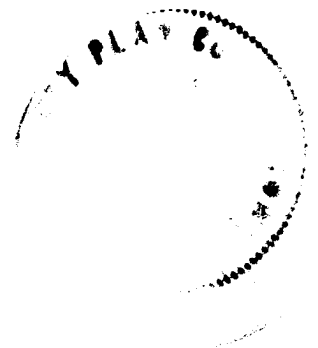
3.17 Individual Utilities. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on a Lot in the Subdivision except that an individual water system may be used for the purpose of a swimming pool or lawn irrigation.

3.18 Storm Water Runoff. No rain and storm water runoff, sump pump, 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 serving the Subdivision, which shall be a separate sewer system from any storm water and surface water runoff sewer system. No sanitary sewage shall at any time be discharged or permitted to flow into the Subdivision's storm and surface water runoff sewer system.

3.19 Completion of Infrastructure. Before any residence on a Lot shall be used and occupied as such, the Developer shall install all infrastructure improvements serving the Lot as shown on the approved plans and specifications for the Subdivision filed with the Zoning Authority and other governmental agencies having jurisdiction over the Subdivision. This covenant shall run with the land and be enforceable by the Zoning Authority or by any aggrieved Owner.

3.20 Certificate of Compliance. Before a Lot may be used or occupied, such user or occupier shall first obtain from the Zoning Authority the improvement location permit and certificate of occupancy or compliance then required by the Zoning Authority.

3.21 Enforcement. Except as otherwise provided in these Covenants, the Association, Developer and any Owner (individually or collectively) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, Covenants, reservations, liens and charges now or subsequently imposed by the provisions of these Covenants or the Plat. Failure by the Association, Developer or an Owner to enforce any provisions in the Covenants shall in no event be deemed a waiver of the right to do so later.



3.22 Invalidation. Invalidation of any one of these Covenants by judgment or court order shall not affect the remaining provisions, and such provisions shall remain in full force and effect.

3.23 Duration of Covenants. These Covenants shall run with the land and be effective for a period of twenty (20) years from the date the Plat and these Covenants are recorded; after which time the Covenants shall automatically be renewed for successive periods of ten (10) years.

3.24 Amendments. Any provision of these Covenants may be amended, but such amendment is subject to the following requirements and limitations:

3.24.1 Except as otherwise provided in Section 3.25.2 and 3.26, in order to amend any provisions of these Covenants, until January 1, 2031, the amendment shall require the written consent of the Developer (so long as the Developer is still in existence) and at least seventy-five percent (75%) of the Owners of all Lots in the Subdivision. Further, until single-family residences are constructed on all Lots in the Subdivision and certificates of occupancy are issued for those residences, in order to amend these Covenants, the Developer, in addition to those persons whose signatures are required under this Section 3.25.1, also must approve and sign the amendment in order for the amendment to be valid and effective.

3.24.2 Notwithstanding the provisions of Section 3.25.1, and subject to the provisions of Section 3.26 with respect to any amendment affecting the Lot Size set forth in Section 3.26, Developer and its successors and assigns shall have the exclusive right for a period of seven (7) years from the date the Plat and these Covenants are recorded, to amend the Plat or any of the Covenant provisions, provided however such amendment shall not serve to reduce the minimum size and other requirements contained in Section 3.26 and Section 3.4.

3.25 Lot Size Alterations. No Lot or combination of Lots may be further subdivided unless approval for such subdivision has been obtained from the Zoning Authority; except, however, the Developer and its successors in title shall have the absolute right to increase the size of any Lot by adding to such Lot a part of an adjoining Lot (thus decreasing the size of such adjoining Lot) so long as neither of the Lots from which land was added or deleted violates the limitations imposed under Section 3.4.

SECTION 4. ATTORNEY FEES AND RELATED EXPENSES. In the event the Association, Developer, an Owner, or the Zoning Authority is successful in any proceeding, whether at law or in equity, brought against an Owner to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, or charge now or subsequently imposed by the provisions of these Covenants, such successful party seeking enforcement thereof shall be entitled to recover from the party against whom the proceeding was brought, the reasonable attorney fees and related litigation costs and expenses incurred in such proceeding; and provided further, however, in no event shall the Developer or the Association or their respective officers, directors, agents, or employees ever be held liable for any attorney fees or litigation costs and expenses of any other party in any legal proceeding.

SECTION 5. FLOOD PROTECTION GRADES. No Dwelling or other structure or improvement shall be constructed or maintained in violation of the flood protection grades established on the recorded plat for each Lot so that the minimum elevation of the first floor, and the minimum sill elevation for any opening into the Dwelling equals or exceeds the minimum flood grade protection elevation. The flood grade protection levels have been approved by the Allen County Surveyor's office and are to minimize potential damage from flooding, surface water and rain events.

SECTION 6. WETLAND AREAS. No person shall make or allow to be made, any alteration, improvement, or disturbance in, to or about the soils, vegetation, or hydrology of the delineated wetland without first obtaining the express written consent in the form of a 401 Water Quality Certification from the Indiana Department of Environmental Management (IDEM). Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable laws and regulations of the State of Indiana. Alteration, improvement, or disturbance in, to or about soils, vegetation, or hydrology without express written consent of IDEM will result in enforcement action against the responsible party by IDEM.

SECTION 7. SIDEWALKS. Plans and specifications for the Subdivision approved by and on file with the Zoning Authority require the installation of concrete sidewalks within the street rights-of-way as the obligation of the Owner of the Lot (exclusive of Developer). The sidewalk to be located on a Lot shall be completed in accordance with such plans and specifications prior

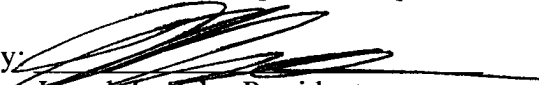
to the issuance of a certificate of occupancy for such Lot. This Covenant is enforceable by the Zoning Authority, the Developer, the Association, or an Owner, by specific performance or other appropriate legal or equitable remedy. Should a certificate of occupancy be issued to Developer for a Lot on which a sidewalk is required to be constructed, Developer shall be considered as an Owner subject to enforcement of this Covenant but only with respect to that Lot.

SECTION 8. ZONING ORDINANCE REQUIREMENTS. Notwithstanding any other provision herein to the contrary, in the event any applicable zoning ordinance (as modified by any variance that may have been granted with respect to any Lot or the Subdivision) in effect at the time of the recordation of these Covenants contains more stringent requirements than these Covenants, the more stringent zoning ordinance requirements (but as modified by any granted variance) in effect on the date of recordation of these Covenants shall apply; provided, however, nothing contained herein shall prohibit any Lot or the Subdivision from applying for or from being granted a variance with respect to any current or future enacted zoning ordinance, but no variance may be granted which would establish less stringent requirements than the terms and provisions of these Covenants.

IN WITNESS WHEREOF, North Eastern Development Corp., an Indiana corporation, by its duly authorized President, Joseph L. Zehr, Owner of the Real Estate, has signed this document on this 5th day of August, 2020.

DEVELOPER:

North Eastern Development Corp.

By: 

Joseph L. Zehr, President

STATE OF INDIANA, COUNTY OF ALLEN SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 5th day of August, 2020, personally appeared **Joseph L. Zehr**, known to me to be the duly authorized President of North Eastern

Development Corp., and acknowledged the execution of the foregoing as his voluntary act and deed and on behalf of said corporation for the purposes and uses set forth in this document.

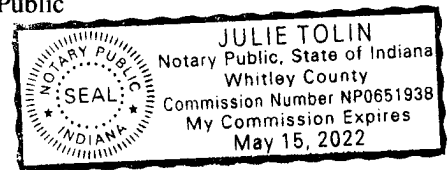
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: May 15, 2022

Signature: _____

Resident of: Allen County

Printed: Julie Tolin, Notary Public



This instrument prepared by Vincent J. Heiny, Attorney at Law, Carson LLP, Suite 200, 301 W. Jefferson Boulevard, Suite 200, Fort Wayne, Indiana 42802, Telephone: (260) 423-9411.

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. s/s Vincent J. Heiny.

Proof Form with Witness Signature Area and Related Notarial Certificate

EXECUTED AND DELIVERED in my presence:

Laura Sievers

[Witness' Signature]

Witness: Laura Sievers

[Witness' Printed Name]

STATE OF Indiana, COUNTY OF Allen)

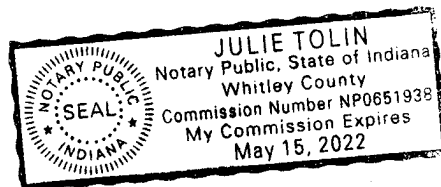
Before me, a Notary Public in and for said County and State, personally appeared:

Laura Sievers [Witness' Name], being known or proved to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Joseph L. Zehr, President, of **North Eastern Development Corp., an Indiana corporation** in the foregoing subscribing witness' presence.

Witness my hand and Notarial Seal this 5th day of August, 2020.

My Commission Expires:

Julie Tolin
_____, Notary Public
Resident of _____ County



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EXHIBIT A - LEGAL DESCRIPTION

A tract of land located in the Northeast Quarter of Section 35, T32N, R11E, in Allen County, the State of Indiana, more fully described as follows:

COMMENCING at a Harrison Marker situated in the Northeast corner of said Northeast Quarter; Thence South 89 Degrees 30 Minutes 46 Seconds West (Record Basis of Bearings), a distance of 613.84 feet along the North line of said Northeast Quarter to the **TRUE POINT OF BEGINNING**; Thence South 89 Degrees 30 Minutes 46 Seconds West, a distance of 817.19 feet along the North line of said Northeast Quarter to the Northeast corner of Cobble Creek as recorded as Allen County Document No. 2019067271 (Plat Cabinet H, page 69); Thence continuing along the Northeasterly boundary of said Cobble Creek with the following courses and distances:

South 00 Degrees 29 Minutes 14 Seconds East for 131.13 feet, South 68 Degrees 33 Minutes 11 Seconds East for 189.11 feet, South 68 Degrees 21 Minutes 33 Seconds East for 94.85 feet, South 60 Degrees 48 Minutes 45 Seconds East for 81.67 feet,
South 00 Degrees 50 Minutes 31 Seconds West for 28.66 feet, South 58 Degrees 24 Minutes 55 Seconds East for 19.95 feet, North 39 Degrees 48 Minutes 00 Seconds East for 21.12 feet, and South 45 Degrees 58 Minutes 23 Seconds East for 62.65 feet,

Thence North 89 Degrees 30 Minutes 46 Seconds East, a distance of 108.51 feet along the North line of the tract of land described in the conveyance to North Eastern Development Corp in Allen County Document No. 2020000577; Thence North 00 Degrees 29 Minutes 14 Seconds West, a distance of 120.00 feet along said North line; Thence North 89 Degrees 30 Minutes 46 Seconds East, a distance of 299.86 feet along said North line; Thence North 00 Degrees 29 Minutes 14 Seconds West, a distance of 225.00 feet to the **POINT OF BEGINNING**, said tract containing 4.4863 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record.