

RECORDED
07/09/2004 14:34:11
RECORDER
PATRICIA J CRICK
ALLEN COUNTY, IN
Doc. No. 204051090
Receipt No. 23137
DCFD 3.00
PLAT 40.00
PLAT 9.00
Total 52.00

Plat Cab F Pg. 13

**DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS, AND APPROVALS APPENDED
TO AS PART OF THE DEDICATION OF
VILLAS AT NORTHBROOK, SECTION II
A DEVELOPMENT IN WASHINGTON TOWNSHIP, ALLEN COUNTY, INDIANA**

CHESTNUT GROUP, INC., an Indiana corporation, hereby declares that it is the Owner and Developer of real estate which includes Villas at Northbrook, Section II, and does hereby layoff and develop said real estate in accordance with the information shown on the final development plan, being the certified development plan appended hereto and incorporated herein. A part of the Development shall be known and designated as Villas at Northbrook, Section II, a development in Washington Township, Allen County, Indiana.

The real estate shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in Villas at Northbrook, Section II, without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the development, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

Villas at Northbrook, Section I, has previously been developed and contains Tracts numbered 1 to, and including, 36. This phase of the Development is Villas at Northbrook, Section II, and the tracts therein will be numbered from 37 to 76, inclusive; and all dimensions are shown in feet and decimals of a foot on the development plan. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes. A blanket easement for utility and surface drainage purposes over the Common Area and over the Park Areas and/or Block Areas as shown on the development plan, is expressly dedicated to public use for their usual and intended purposes. Driveways, as-built and/or as shown on the development plan, or as shown on any recorded survey, shall be dedicated for ingress and egress purposes for the benefit of the Owners, the Owners' family, or invitees.

PREFACE

Villas at Northbrook, Section II, is a portion of real estate which has been and will be ultimately divided into approximately seventy-six (76) residential Tracts, all to be included in and known as Villas at Northbrook, separately designated by sequentially numbered sections. Each of the Tract owners in the Villas at Northbrook, Section II, shall become a member of the Villas at Northbrook Community Association, Inc. and each of the Tract owners of Villas at Northbrook, Section II, shall be bound by the Articles of Incorporation and By-Laws of this Association.

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

JUL 09 2004

Elizabeth A. Glaser
AUDITOR OF ALLEN COUNTY

04-5316
ALLEN COUNTY AUDITOR'S NUMBER

It shall be the obligation of the Villas at Northbrook Community Association, Inc., to make provision for the maintenance of the common area designated on the face of the development plan, and the common area in all sections of Villas at Northbrook.

This Preface and its statement shall be deemed a covenant of equal force and effect as all others herein set forth.

ARTICLE I

Definitions

The terms hereinafter set forth shall have the following meanings:

Section 1. "Architectural Control Committee" shall mean the body designated herein to review plans and to grant or withhold certain approvals in connection with improvements and developments. The Committee shall be composed of two (2) members initially appointed by the Developer. Any vacancies from time to time shall be filled pursuant to the terms of these Restrictions or the By-Laws of the Association.

Section 2. "Association" shall mean and refer to Villas at Northbrook Community Association, Inc., its successors and assigns.

Section 3. "Building" shall mean and refer to a structure having more than one "Dwelling".

Section 4. "By-Laws" shall mean the By-Laws initially adopted by Villas at Northbrook Community Association, Inc., and all amendments and additions thereto.

Section 5. "Common Area" shall mean and refer to (i) to the extent hereinafter established, such portions of the Development owned by the Association and as are herein declared by the development plan to be Common Area (including Block Areas and Park Areas and the improvements thereto) for the common use and enjoyment of the Owners of Tracts, their tenants, guests, and invitees, and as may be added in accordance with Article II, Section 3 of these Restrictions; and (ii) items deemed Common Area for purposes of maintenance.

Section 6. "Common Expenses" shall mean and refer to expenses of administration of the Association, and expenses for the upkeep, maintenance, repair, and replacement of the Common Area, and all sums lawfully assessed against the Owners by the Association, and all sums, costs, and expenses declared by this Dedication and Declaration to be Common Expenses.

Section 7. "Developer" shall mean Chestnut Group, Inc., an Indiana corporation, its assigns, successors or successors in interest, and any person, firm or corporation designated by it or its said successor or successor in interest.

Section 8. "Development" shall mean Villas at Northbrook, and all of its various sections, a development located in Washington Township, Allen County, Indiana.

Section 9. "Dwelling" shall mean and refer to the residence, including attached garage, located or erected upon a Tract.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Tract which is a part of the development plan, including contract sellers, excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Restrictions" shall mean and refer to the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to as part of the Dedication and development plan of Villas at Northbrook, Section II.

Section 12. "Villas at Northbrook" shall mean and refer collectively to the Villas at Northbrook Development and all of its various sections, as it may be changed from time to time.

Section 13. "Tract(s)" shall mean and refer to any and each portion of the Development (excluding any part of the Common Area) designated and intended for use as a building site for, or developed and improved for use as, a Dwelling, as designated by the Developer by its deed of the same to another Person. For purposes of this Dedication and Declaration, a "Tract" shall be any single numbered parcel of land on a recorded plan of Development, including the Dwelling erected thereon.

Section 14. Other terms and words defined elsewhere in this Dedication and Declaration shall have the meanings herein attributed to them.

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 Tract, subject to the following provisions:

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

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against said Owner's Tract remains unpaid; and for a period not to exceed thirty (30) days for any infraction by said Owner, or the Owner's family, tenants, contract purchasers or invitees 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 members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members of the Association agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, said Owner's right of enjoyment to the Common Area and facilities to the members of his/her family, his/her 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 Development.

Section 4. Parking Rights. Each Owner of each Tract shall be entitled to the use of not more than one (1) automobile parking space, which shall be as near and convenient to said Tract as possible.

ARTICLE III

Architectural Control

No building, improvement, construction, excavation, fence, wall, swimming pool or spa, exterior lighting, swing set, play equipment, statues, lawn ornaments or other non-living landscaping ornamentation device, or other structure shall be commenced, erected, altered or maintained upon any Tract, nor shall any exterior addition to or change or alteration of any Dwelling be made until two (2) 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 by

the Architectural Control Committee as to (1) harmony of external design and location in relation to surrounding structures and topography, and (2) the standards and guidelines established by the Architectural Control Committee from time to time. All approvals shall be requested by submission to the Architectural Control Committee of plans and specifications in duplicate, showing the following:

- (a) the Tract, and other improvements, access drives, and other improved areas, and the locations thereof on the site;
- (b) all mail boxes and exterior ornamentation;
- (c) plans for all floors and elevations, including projections and wing walls;
- (d) exterior lighting plans;
- (e) walls, fencing, and screening; and
- (f) patios.

Neither the Developer, the Architectural Control Committee, the Association, nor any member, officer or director 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 Architectural Control Committee agrees, by submission of such plans, that he/she or it will not bring any action or suit against the Committee, the Association 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 Architectural Control 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 Tract Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

The original Architectural Control Committee shall consist of two (2) members: Roger L. Delagrange and Gregg A. Richhart. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. In the event said Board, or the Architectural Control Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed satisfied.

ARTICLE IV

Villas at Northbrook Community Association, Inc.

Section 1. Organization. There has been organized in connection with the development of Villas at Northbrook, and its various sections, an incorporated non-profit association known as Villas at Northbrook Community Association, Inc. (the "Association").

Section 2. Functions. The Association has been formed for the purpose of providing for the maintenance, repair, replacement, administration, operation and ownership of the Common Area, to pay taxes assessed against and payable with respect to the Common Area, to pay any other necessary expenses and costs in connection with the Common Area, to maintain and repair the storm water detention system, if any, and to perform such other functions as may be designated for it to perform under this Declaration.

Section 3. Membership and Voting Rights. Every Owner of a Tract shall be a member of the Association, together with all other Tract owners in the Subdivision. Membership shall be appurtenant to and may not be separated from ownership of any Tract which is subject to assessment.

Section 4. Classes of Membership. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, together with all other Tract Owners in the Development exclusive of the Developer. Owners shall be entitled to one (1) vote for each Tract owned.

Class B. The Class B member(s) shall be the Developer, and shall be entitled to five (5) votes for each Tract owned in each section of Villas at Northbrook and for each Tract owned in the Development. 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) at such time as 75% of the Dwellings are deeded to Owners, or
- (b) on December 31, 2010.

Section 5. Membership Transfer. Membership in the Association will transfer from the Developer or its successor in interest to the Owner upon delivery of the Deed to Owner's Tract.

Section 6. Continuing Memberships. The Owner of any Tract shall continue to be a member of the Association so long as such Owner continues to be the Owner of a Tract for the purpose herein mentioned. Membership shall pass with the transfer of title to the Tract.

Section 7. Transfer of Membership Rights and Privileges in the Association. Each Owner, and in lieu thereof, (and with the written consent of such Owner to the Association) each lessee of a Tract shall be a member of the Association and have the right to the Owner's vote and privileges. Membership, where assigned to a lessee, will pass with the lease, except if the Owner withdraws his/her consent in writing to the Association. The Owner may withdraw his/her membership assignment to any lessee in his/her discretion by issuing a sixty (60) day notice in writing to the Association. No assignment of membership shall relieve an Owner of the Tract from the obligation to pay any assessment authorized by these Restrictions.

Section 8. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Tract, excepting Developer, 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) quarterly assessments; (2) special assessments; and (3) Tax Recoupment Assessment. Such assessments shall be established and collected as hereinafter provided. The quarterly, special, and Tax Recoupment assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge and a continuing lien upon the Tract against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Tract at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 9. Purpose of Quarterly Assessments. The quarterly assessments levied by the Association shall be used exclusively to promote the recreation, health, and welfare of the Owners in all sections of Villas at Northbrook, including, but not limited to, the improvement and maintenance of the Common Area, maintenance of street lighting, maintenance of any sprinkling system situated on the Common Area, and removal of snow from the streets.

Section 10. Maximum Quarterly Assessment. Until January 1 of the year immediately following the conveyance of the first Tract to an Owner, the maximum quarterly assessment shall be Two Hundred Twenty-five Dollars (\$225.00) per Tract or as set forth in the various sections of Villas at Northbrook.

- (a) From and after January 1 of the year immediately following the conveyance of the first Tract to an Owner, the maximum quarterly assessment may not be increased each quarter more than five percent (5%) above the maximum quarterly assessment for the prior year, without the vote or written assent of fifty-one percent (51%) of each class of members of the Association.

(b) The Board of Directors of the Association may fix the quarterly assessment at an amount not in excess of the maximum without the vote or written assent of fifty-one percent (51%) of each class of members of the Association.

Section 11. Special Assessments. In addition to the quarterly 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, (1) the cost of any construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; (2) any budget shortfall; or (3) emergency need of the Association, provided that any such assessment shall have the vote or written assent of fifty-one percent (51%) of each class of members of the Association.

Section 12. Notice and Quorum for Any Action Authorized Under Sections 10 and 11. Any action authorized under Sections 10 and 11 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (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 fifty-one percent (51%) of each class of members, members who were not present in person or by proxy may give their assent in writing, providing the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting.

Section 13. Uniform Rate of Assessment. All quarterly and special assessments must be fixed at a uniform rate for all Tracts and may be collected on a monthly or quarterly basis as the Board of Directors may determine from time to time.

Section 14. Date of Commencement of Quarterly Assessments: Due Date. The quarterly assessments provided for herein shall commence as to all Tracts (excepting Tracts owned by the Developer) on the date of the close of escrow on the sale of the Tract after the original recording of these Restrictions with the Recorder of Allen County. The first quarterly assessment shall be adjusted according to the number of months remaining in the calendar quarter. The Board of Directors of the Association shall fix the amount of the quarterly assessment against each Tract for each quarterly assessment period. Written notice of the quarterly assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors of the Association. 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 Tract have been paid.

Section 15. Tax Recoupment Assessments. In addition to all other assessments provided for in this Article, 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, lift 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 16. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment (Quarterly, Special, or Tax Recoupment) not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (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 Tract. In any successful action, the Association shall be entitled to recover all of its costs and expenses, including attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of the Owner's Tract.

Section 17. Subordination of the Lien to Mortgages. The lien of the assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any Tract shall not affect the assessment lien. However, the sale or transfer of any Tract pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish

the lien for such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Tract from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

Real Estate Taxes; Utilities

Section 1. Real Estate Taxes. Real estate taxes on each Tract, and on any improvements thereon, are to be separately assessed and taxed to each Tract and shall be paid by the Owner of such Tract. Any real estate taxes or other assessments against the Common Area shall be paid by the Association and treated as a Common Expense.

Section 2. Utilities. Each Owner shall pay for his/her own utilities which, to the extent possible, shall be separately metered to each Tract. Utilities including, but not limited to, water for lawn maintenance which are not separately metered to an Owner's Tract shall be treated as and paid as part of the Common Expense, unless otherwise determined by the Association.

ARTICLE VI

Maintenance of Building Exteriors

Section 1. By Owner. Each Owner shall, at his/her own expense, be responsible for, and shall promptly perform as the need therefor arises, all interior maintenance, repairs, decoration, and replacement of his/her own Dwelling. In addition, each Owner shall furnish and be responsible for the maintenance of all portions of his/her Dwelling, except for such portions thereof as may, in accordance with the terms of this Declaration, be designated as a part of the Common Area for purposes of maintenance only. All fixtures and equipment installed within or as part of a Dwelling, commencing at the point where the utility lines, pipes, wires, conduits or systems enter the Dwelling shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair of his/her Dwelling which, if neglected, might adversely affect any other Dwelling or any part of the Common Area. Such maintenance and repairs include but are not limited to internal waterlines, plumbing, electric lines, gas lines, appliances, and all other fixtures, equipment and accessories belonging to the Owner and a part of or appurtenant to his/her Dwelling.

Section 2. By the Association. Maintenance, repairs, replacements, and upkeep of the Common Area shall be furnished by the Association, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses. Further, the Association shall be responsible for the maintenance and repair of the storm water detention area beginning at the inlet to the said storm water detention area from culvert pipes to the terminus in the storm sewer, including any spillway related thereto, the banks of said storm water detention area, and the culvert pipes located therein; and the cost thereof shall constitute a part of the Common Expenses. To the extent that the storm water detention area requires maintenance or repair by reason of usual wear and tear, acts of God, acts of nature, or otherwise, all costs relating to the repair, replacement, or maintenance shall be borne by the Association. Should the Association fail to make the appropriate repairs within thirty (30) days after notification in writing by the City of Fort Wayne, of maintenance or repairs required, then the City of Fort Wayne shall have the right of entry over and upon the real estate for the purpose of repairing and maintaining the storm water detention area and its adjoining appurtenances. Also, in the event of an emergency situation as defined by the Board of Works of the City of Fort Wayne, and should a member of the Board or the Managing Agent of the Association not be able to be located readily, then in that case also the City of Fort Wayne shall have the right of entry and the right to make emergency repairs. At any time the City of Fort Wayne is required to enter and make repairs, the same shall be billed to the Association; and should the same not be paid within thirty (30) days, the City of Fort Wayne shall have the right to place a lien upon all Tracts for costs incurred by it in the repair and maintenance of the storm water detention area.

In addition to the maintenance of Common Area, the Association, as part of its duties, and as a part of the Common Expenses, shall provide maintenance, repairs, replacement, and upkeep of the exteriors of each Dwelling. Such exteriors, including but not limited to, roofs, gutters, doors, windows (excluding glass which shall be considered a part of the interior maintenance) and exterior walls shall be considered part of the Common Area

for maintenance only. The Association shall not be responsible for the repair or maintenance of decks and screened-in porches, any concrete on any Tract, or yard lights and other exterior lights, including replacement of bulbs, nor for window washing and glass replacement.

The Board of Directors may adopt such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Area as it deems necessary.

Notwithstanding any obligation or duty of the Association to repair or maintain any of the Common Area (or items deemed Common Area for purposes of maintenance), if, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his/her family or of a guest, tenant, invitee, or other occupancy or visitor of such Owner, damage shall be caused to the Common Area (or items deemed as such for purposes of maintenance), or if maintenance, repairs, or replacements shall be required thereby which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver or subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's Tract is subject.

The authorized representatives of the Association, the Board and the Managing Agent for the Association (if any) shall be entitled to reasonable access to any Tract as may be required in connection with maintenance, repairs, or replacements of or to the Common Area and items deemed as Common Area for purposes of maintenance.

ARTICLE VII

Party Walls

Section 1. General Rule of Law to Apply. Each wall which is built as a part of the original construction of any Dwelling located upon a Tract in the Development and which connects two Dwellings shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligent or intentional or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall, proportionately.

Section 3. Destruction by Fire or Other Casualty. If any party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, subject however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent, intentional, or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his/her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Mediation. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one mediator, and the two appointed mediators shall appoint a third mediator. A majority decision of the mediators shall be binding on all parties and shall be enforceable. Should any party refuse to appoint a mediator within ten (10) days after written request therefor from another party, the Board of Directors of the Association shall select a mediator for the refusing party.

ARTICLE VIII

Insurance

Section 1. Casualty Insurance. The Association shall purchase a master casualty insurance policy with an "agreed amount and inflation guard endorsement" and a "blanket building endorsement" affording fire and extended coverage insurance insuring each Dwelling in an amount consonant with the full replacement value of the improvements which, in whole or in part, comprised the Dwellings, excluding all floor, ceiling and wall coverings and fixtures, betterments, and improvements installed by any Owner and excluding any personal property owned by any Owner whether located on any Tract or elsewhere. If the Board of Directors can obtain such coverage for reasonable amounts, it shall also obtain "all risk" coverage. The Board of Directors shall be responsible for reviewing at least annually, the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Board, the Board may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense. Such insurance coverage shall be for the benefit of each Owner. Each Owner of a Tract shall be invoiced separately for his/her share of such insurance premium and shall pay such share within thirty (30) days of written notification of the premium due.

All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Association as hereinabove set forth shall be paid to it or to the Board of Directors. The sole duty of the Board in connection with any such insurance proceeds shall be to receive such proceeds as are paid and to hold the same for the purposes elsewhere stated herein, and for the benefit of the Owners. The proceeds shall be used or disbursed by the Association or the Board, as appropriate, only in accordance with the provisions of this Declaration.

Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association, the Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms (i) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners, and (ii) that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Association does not elect to restore.

Section 2. Public Liability Insurance. The Association shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time; provided, such coverage shall be for at least One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Such comprehensive public liability insurance policy shall cover all of the Common Area and shall insure the Association, the Board of Directors, any committee or organ of the Association or Board, any Managing Agent appointed or employed by the Association, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Development, all Owners of Tracts and all other persons entitled to occupy any Tract. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. Each Owner of a Tract shall be invoiced separately for his/her share of such insurance premium and shall pay such share within thirty (30) days of written notification of the premium due.

Section 3. Other Insurance. The Association shall also obtain any other insurance required by law to be maintained, including, but not limited to, worker's compensation and occupational disease insurance; and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including, but not limited to, liability insurance on vehicles owned or leased by the Association and officers' and directors' liability policies. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, the Board of Directors, and any Managing Agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Directors his/her right to adjust with the insurance companies

all losses under the policies purchased by the Board of Directors the proceeds of which are payable to the Board or the Association.

Section 4. General Provisions. The premiums for all insurance hereinabove described shall be paid by the Association, and the Association shall invoice the Owners of the Tracts for their respective cost of such premiums. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner whose interest may be affected thereby, which notice shall be furnished by the officer of the Association who is required to send notices of meetings of the Association.

In no event shall any distribution of insurance proceeds for damage to Tracts or Common Area be made by the Board of Directors directly to an Owner where there is a mortgagee endorsement on the certificate of insurance or insurance policy or the Board has notice of Mortgagee as it applies to such Owner's share of such proceeds. In such event any remittances shall be to the Owner and his Mortgagee jointly. The same restriction on distribution shall apply to the distribution of any condemnation awards in connection with any taking of any of the Common Area.

Section 5. Insurance by Owners. Each Owner shall be solely responsible for and may obtain such additional insurance as he/she deems necessary or desirable, at his/her own expense, affording coverage upon his/her personal property, the contents of his/her Dwelling, his/her personal property stored anywhere on the Development, and for his/her personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association.

ARTICLE IX

Casualty and Restoration; Condemnation; Termination

Section 1. Casualty and Restoration. In the event of damage to or destruction of the structure or exterior of any Building or Dwelling due to fire or any other casualty or disaster, the Association shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Association, if any, shall be applied to the cost of such repair and reconstruction.

If the insurance proceeds, if any, received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Building or Dwelling so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Association against all of the affected Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Building so damaged or destroyed to as near as possible the same condition as it existed immediately prior to the damage or destruction and with the same type of architecture.

Immediately after a fire or other casualty or disaster causing damage to any property for which the Board of Directors or Association has the responsibility of maintenance and repair hereunder, the Board shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires or deems necessary.

Encroachments upon any Tract which may be created as a result of such reconstruction or repair of any building shall not constitute a claim or basis of a proceeding or action for the Owner upon whose Tract such encroachment exists, provided that such reconstruction was either substantially in accordance with the original plans and specifications or as the Building was originally constructed.

Section 2. Total or Partial Condemnation. In the event of the condemnation of all or any part of the Common Area or all or any part of any Building, or Tract, the Board is hereby authorized to negotiate with the condemning authority and/or to contest an award made for the appropriation of such Common Area, Buildings or Tracts. For the purpose of such negotiation and/or of contest of such award to the Board as to Buildings and Tracts, the Board is hereby declared to be the agent and attorney-in-fact of any Owner affected by the condemnation. This appointment of the Board shall be deemed coupled with an interest and shall be Irrevocable. Nothing contained herein, however, shall preclude any Owner from asserting any rights or claims to compensation which cannot be legally asserted by the Board.

Awards for the taking of all or part of a Building or Tract shall be collected by the Board and distributed to the affected owners. To the extent possible, negotiated awards or awards resulting from a contest shall specify the allocation of the award among Owners affected. In the event that an Owner does not agree with the distribution of an award, said Owner shall be entitled to have the dispute settled by mediation. The protesting Owner shall appoint one mediator, the Board acting as agent for all other affected Owners shall appoint one mediator and the two appointed mediators shall appoint a third mediator. A majority decision of the mediators shall be binding on all Owners and shall be enforceable. Should any party refuse to appoint a mediator within ten (10) days after written request therefor from another party, the Board of Directors of the Association shall select a mediator for the refusing party.

Section 3. Termination. In the event of condemnation of two-thirds (2/3) or more of the Tracts in the Development, the remaining Owners may, by a majority vote terminate this Declaration and dissolve the Association, provided, however, that the restrictions set forth in the development plan and in Article X shall remain in full force and effect in accordance with the terms of the development plan and Article XIII of this Declaration.

ARTICLE X

Restrictions, Covenants, and Regulations

Section 1. Restrictions on Use. The following covenants and restrictions on the use and enjoyment of the Tracts and Common Area shall be in addition to any other covenants or restrictions contained herein and in any development plan of any part of the Development heretofore or hereafter recorded, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

(a) All Tracts shall be used exclusively for residential purposes and for occupancy by a single family.

(b) Nothing shall be done or kept in or upon any Tract, or on the Common Area, which will cause an increase in the rate of insurance on any Tract or the contents thereof or on any Common Area. No Owner shall permit anything to be done or kept in his/her Tract or on any of the Common Area which will result in a cancellation of insurance on any Tract or any part of the Common Area, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

(c) No nuisance shall be permitted and no waste shall be stored in or upon any Tract.

(d) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows of his/her Dwelling or placed on the outside walls of any building, and no sign, awning, canopy, shutter, or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any building without the prior consent of the Architectural Control Committee.

No radio or television antenna shall be attached to a Building. No solar panels (attached, detached, or free-standing) are permitted on a Tract. No satellite receiving disk, or dish exceeding 24" in diameter shall be permitted on a Tract. The location and installation of said disks shall be approved prior to installation by the Architectural Control Committee who shall be guided by the Rules and Regulations policy as adopted by said Committee. The satellite dish must be installed by a licensed professional and all wiring shall be hidden to the maximum extent possible. The satellite dish shall be maintained, repaired, and kept in a clean and sightly manner by Owner.

(e) No animals, livestock or poultry of any kind shall be raised, bred or kept in or upon any Dwelling or any of the Common Area, except that pet dogs, cats, or customary household pets may be kept in or upon any Tract, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. Pets shall be taken outdoors only under leash or other restraint and while attended by its owner and an Owner shall be fully liable for any injury or damage to persons or property, including the Common Area, caused by his/her pet. The tethering of pets in any outdoor area does not constitute "attended". The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time including, but not limited to, a requirement that any Owner desiring to bring or maintain a pet in the Development shall deposit with the Board a security deposit in an amount to be determined by the Board to cover any damage that may be caused by such pet to the Common Area. Any such security deposit shall be returned to the Owner when the pet is permanently removed from the Development, except to the extent said deposit has been used or is needed to repair damage caused by such pet. Any requirement for the depositing of such security deposit shall not be deemed to release or in any way limit an Owner's responsibility and liability for injury and damage caused by his/her pets. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Development within ten (10) days after written notice from the Board to the respective Owner to do so.

(f) No Tract shall be used in any unlawful manner or in any manner which might cause injury to the reputation of the Development, or which might be a nuisance, annoyance, inconvenience, or damage to other Owners and occupants of Tracts or neighboring property, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers, or other equipment or machines or loud persons.

(g) No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed.

(h) No industry, trade, or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on or in the Development or on or in the Common Area.

(i) No "for sale", "for rent", or "for lease" signs, or other signs, or other window or advertising display shall be maintained or permitted on any part of the Development or any Tract without the prior consent of the Board; provided, however, that the right is reserved by the Developer and the Board to place or allow to be placed "for sale" or "for lease" signs on or about the Development in connection with any unsold or unoccupied Tracts and nothing contained herein shall be construed or interpreted to affect or restrict the activities of Developer in the marketing, advertising, or sale of Tracts as a part of the Development.

(j) All Owners and members of their families, their guests, or invitees, and all occupants of any Dwelling or other persons entitled to use the same and to use and enjoy the Common Area or any part thereof, shall observe and be governed by such rules and regulations as may from time

to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Area.

(k) No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini bikes, mopeds, or any other vehicles of any description other than normal passenger automobiles, shall be permitted, parked, or stored anywhere within the Development; provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage. No repair work shall be done on or in the Development on any vehicles, including passenger vehicles.

(l) Each Owner shall keep his/her Dwelling in good order, condition, and repair and free of debris, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Dwelling shall fail to so maintain his/her Dwelling, the Association after notice to the Owner and approval by fifty-one (51%) percent vote of all Owners, shall have the right to enter upon said Dwelling to correct, repair, maintain, and restore the Dwelling. All costs incurred by the Association related to such correction, repair, maintenance, or restoration shall be and constitute a Special Assessment against such Dwelling, payable by the Owner upon demand by the Association.

(m) All garbage, trash, and refuse shall be stored in appropriate containers inside the Dwellings (including garages) and shall be kept therein until not earlier than sundown of the evening before scheduled trash collection. Garbage, trash and refuse shall be placed in sealed disposable plastic bags or other containers approved by the Board for scheduled trash collection and shall be placed at such locations for trash collection as are designated by the Board.

(n) Common Areas shall be used and enjoyed only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board.

(o) Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the recorded development plan for the construction of poles, wires, and conduits, and the necessary or proper attachments in connection therewith for the transmission of utilities, telephone service, construction and maintenance of drains, sewers, pipe lines, gas, water, and heat and for any other public or quasi-public corporation engaged in supplying any one or more of the above utilities will have the right to enter upon said easements for any purpose for which said easements are reserved. All of said easements shall be kept free of permanent structures (except those installed by any such municipal, public or quasi-public corporation) and removal of any obstructions by any such utility company shall in no way obligate the utility company to pay damages or to restore any such removed obstruction of its original form. All such obstructions, whether temporary or permanent, shall be subject to the paramount rights of any such utility company to construct, install, repair, maintain, or replace its utilities and/or sewer installations.

(p) 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 body having jurisdiction thereof as to maintenance and repair of said streets.

(q) The further dividing of any Tract or combination of Tracts within this Development once it has been approved by the City of Fort Wayne Plan Commission is prohibited unless and until the City of Fort Wayne Plan Commission has reviewed and approved the change.

(r) No Dwelling shall be allowed on a Tract unless its exterior dimensions are exactly uniform with the development plan, thereby providing for a "zero" building setback requirement on all 4 sides; however, to permit the sale of Tracts prior to construction of buildings and improvements thereon, each Tract Owner is granted a temporary easement over adjoining premises for purposes of placing his/her foundation and erecting a building which might exceed the exact exterior dimensions of the Tract shown on the development plan at the time of the conveyance to him/her. It is the intention to erect the buildings on the Tracts, but form slippage, etc. may result in minor deviations. After all of the buildings are erected upon each Tract, Developer shall submit an as-built survey to the City of Fort Wayne Plan Commission for approval, and upon approval shall be recorded in the Office of the Recorder of Allen County, Indiana. Said as-built survey shall establish the correct and true dimensions of each Tract, the Common Area as installed; and each Tract Owner by acceptance and recordation of a deed hereby consents and grants a limited power of attorney to Developer, and its successor or assigns to prepare, submit and record such survey and as their attorney-in-fact, to consent and ratify such survey showing the location of the buildings and utilities in the development.

(s) by acceptance and recordation of a deed, each Tract Owner shall grant a license to Villas at Northbrook Community Association, Inc. to permit landscaping and other decorative devices to touch or attach to the exterior of the buildings erected on each of the Tract and access to the exterior of the buildings and roofs for maintenance and repair.

(t) Each of the Tract Owners is granted a license to encroach upon adjoining property which is designated Common Area on the development plan for the purpose of locating or attaching to the sides of their buildings any necessary appurtenances for normal residential use, such as meters, electrical panels, vents, water service, air conditioning, or any device necessary to provide utility services to said Dwellings.

(u) The Common Area shall not be mortgaged or conveyed without the consent of at least 2/3 of the Owners (Owners not to include the Developer).

Notwithstanding anything to the contrary contained herein or in the Articles of Incorporation of the Association ("the Articles") or By-Laws of the Association (the "By-Laws") including, but not limited to, any covenants and restrictions set forth herein or otherwise, Developer shall have, until December 31, 2010, the right to use and maintain the Common Area and any Tracts owned by Developer and any portions of the Development (other than individual Tracts owned by persons other than Developer, all of such number and size and at such locations as Developer in its sole discretion may determine), as Developer may deem advisable or necessary in its sole discretion to aid in the construction and sale of Tracts or for the conducting of any business or activity attendant thereto, including, but not limited to, model Dwellings, storage areas, construction yards, signs, construction offices. Developer shall have the right to relocate any or all of the same from time to time as it desires. At no time shall any of such facilities so used or maintained by Developer be or become part of the Common Area, unless so designed by Developer, and Developer shall have the right to remove the same from the Development at any time.

Notwithstanding anything to the contrary contained herein or in the Articles of Incorporation of the Association ("the Articles") or By-Laws of the Association (the "By-Laws") including, but not limited to, any covenants and restrictions set forth herein or otherwise, and as long as there is a Class B membership, annexation of additional properties, mergers and consolidations, mortgaging of Common Areas, dissolution and amendment of the Articles, shall require prior approval of HUD.

ARTICLE XI

Amendment of Declaration

Section 1. Generally. Except as otherwise provided in this Declaration, amendments to this Declaration

shall be proposed and adopted in the following manner and shall, prior to becoming effective, be subject to the approval of the City of Fort Wayne Plan Commission:

(a) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

(b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.

(c) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws.

(d) Adoption. Any proposed amendment to this Declaration must be approved during the first twenty years by a vote of the Owners to which not less than ninety percent (90%) of the votes of the Association are allocated and thereafter by seventy-five percent (75%) of such Owners. The instrument of amendment must be signed by such Owners and recorded.

(e) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the Office of the Recorder of Allen County, Indiana, and such amendment shall not become effective until so recorded.

Section 2. Amendments by Developer Only. Notwithstanding the foregoing or anything elsewhere contained herein, the Developer shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Association, the Board of Directors, any Mortgagees or any other person to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to bring this Declaration into compliance with any statutory requirements, or (b) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to vote in favor of, make, or consent to any amendments described in this Section 2 on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, or other evidence of obligation, or other instrument affecting a Tract and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer to vote in favor of, make, execute, and record any such amendments. The right of the Developer to act pursuant to the rights reserved or granted under this Section 2 shall terminate at such time as the Developer no longer holds or controls title to any part or portion of the Development.

ARTICLE XII

Acceptance and Ratification

All present and future owners, mortgagees, tenants, and occupants of the Tracts, and other persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Declaration, the Articles and By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling shall constitute an agreement that the provisions of this Declaration, the Articles, the By-Laws and rules and regulations, as each may be amended or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Tract or the Development, all as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons who may own, occupy, use, enjoy or control a Tract or any part of the Development in any manner shall be subject to this Declaration, the Articles, the By-Laws and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

ARTICLE XIII
Benefit and Enforcement

This Declaration and the Restrictions shall run with and bind the Development for a term commencing on the date this Declaration is recorded in the Office of the Recorder of Allen County, Indiana and expiring thirty (30) years thereafter, after which time they shall be automatically extended for successive periods of ten (10) years each unless by vote of seventy-five percent (75%) of the then Owners of the Tracts it is agreed to change this Declaration or the Restrictions in whole or in part, or to terminate the same.

In the event of a violation, or threatened violation, of any of the covenants, conditions, or restrictions set forth in this Declaration, Developer (so long as Developer remains an owner of any part of the Development), the Board, or any Owner shall have the right to enforce the covenants, conditions and restrictions contained herein and to pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof. The failure or delay at any time of Developer, the Association, the Owners, or any other person entitled to enforce this Declaration and the Restrictions, to enforce any of the same shall in no event be deemed a waiver of the same, or of the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

ARTICLE XIV
Miscellaneous

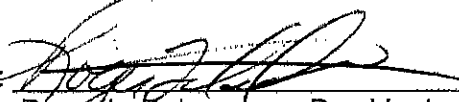
Section 1. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required by this Declaration, the Articles or the By-Laws, or to comply with any provision of this Declaration, the Articles, the By-Laws, or the rules and regulations adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such default or failure.

Section 2. Waiver. No Owner may exempt himself/herself from liability for his/her contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his/her Tract.

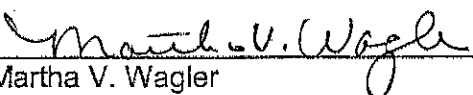
Section 3. Severability Clause. The invalidity of any covenant, restriction, condition, limitation, or other provisions of this Declaration, the Articles or the By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles, or the By-Laws and each shall be enforceable to the greatest extent permitted by law.

IN WITNESS WHEREOF, Chestnut Group, Inc., a Corporation organized and existing under the laws of the State of Indiana, Owner of the real estate described in said development plan, has hereunto set its hand and seal, by its duly authorized officer, this 6th day of July, 2004

Chestnut Group, Inc.

By: 
Roger L. Delagrè, President

IN WITNESS WHEREOF, Martha V. Wagler, an Owner of a portion of the real estate described in said development plan, has hereunto set her hand, this 1st day of July, 2004 .


Martha V. Wagler

STATE OF INDIANA)
) §§:
COUNTY OF ALLEN)

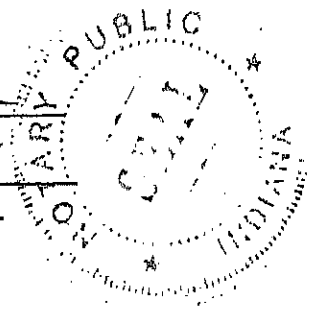
Before me, the undersigned, a Notary Public in and for said County and State, on this 6th day of July, 2004, personally appeared Roger L. Delagrang, known to me to be the duly authorized and acting President of Chestnut Group, Inc., an Indiana corporation, and acknowledged the voluntary execution of the above and foregoing instrument on behalf of said Corporation for the purposes and uses therein set forth. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:

8-26-11

Penny S. Turner
Notary Public

Printed: Penny S. Turner
County of Residence: Allen



STATE OF INDIANA)
) §§:
COUNTY OF ALLEN)

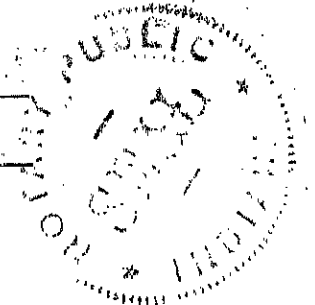
Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of July, 2004, personally appeared Martha V. Wagler, and who acknowledged the execution of the above and foregoing instrument to be her voluntary act and deed. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:

7-14-06

Sarah Gremaux
Notary Public

Printed: Sarah Gremaux
County of Residence: Allen



This Instrument Prepared by:

Dennis D. Sutton, Attorney No. 764-02
Burt, Blee, Dixon, Sutton & Bloom, LLP
200 East Main Street, Suite 1000
Fort Wayne, IN 46802 260-426-1300