

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

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

RECITALS:

A. On, October 3, 1955, Amos and Elizabeth Zehr, husband and wife, and Henry and Emma Yoder, husband and wife, recorded Protective Restrictions, Covenants and Limitations for Maplewood Park (the "**Park I Covenants**"), in Book 22, Page 64 in the Office of the Recorder of Allen County, Indiana. The Protective Restrictions, Covenants and Limitations and the legal description of the land with which they run is contained in the attached **Exhibit A** and made a part of this Declaration.

B. On, May 11, 1959, Maplewood Park, Inc., an Indiana corporation, recorded the Protective Restrictions, Covenants, Limitations and Easements for Maplewood Park, Section II (the "**Park II Covenants**"), in Book 25, Page 13 in the Office of the Recorder of Allen County, Indiana. The Protective Restrictions, Covenants, Limitations and Easements and the legal description of the land with which they run is contained in the attached **Exhibit B** and made a part of this Declaration.

C. On, March 24, 1960, North Eastern Development Corp., an Indiana corporation, recorded the Protective Restrictions, Covenants, Limitations and Easements for Maplewood Park, Section III (the "**Park III Covenants**"), in Book 25, Page 132 in the Office of Recorder of Allen County, Indiana. The Protective Restrictions, Covenants, Limitations and Easements and the legal description of the land with which they run is contained in the attached **Exhibit C** and made a part of this Declaration.

D. On, April 5, 1961, North Eastern Development Corp., an Indiana corporation, recorded the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals for Maplewood Park, Section IV (the "**Park IV Covenants**"), in Book 26, Pages 73-75 in the Office of Recorder of Allen County, Indiana. The Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals and the legal description of the land with which they run is contained in the attached **Exhibit D** and made a part of this Declaration.

E. On, May 22, 1963, North Eastern Development Corp., an Indiana corporation, recorded the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals for Maplewood Gardens, Section I (the "**Garden Covenants**"), in Book 27, Pages 129-130 in the Office of Recorder of Allen County, Indiana. The Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals and the legal description of the land with which they run is contained in the attached **Exhibit E** and made a part of this Declaration.

F. Control of the Association lies in the name of the person, firm, or corporation in whose name the fee simple title appears of record in the office of the Recorder of Allen County, Indiana, for each Lot described and designated in Exhibits A, B, C, D, and E (the "Property").

G. Section 13 of the Park I Covenants provides that they shall only be amended by the consent and approval of not less than two-thirds (2/3) of the Owners of the real estate described in Exhibit A.

H. Section B-2 of the Park II Covenants and Section C-1 of the Park III Covenants provide that they may be amended by an instrument signed by a majority of the Owners of the real estate described in Exhibits B and C respectively and recording the signed instrument.

I. Section C-1 of the Park IV Covenants provides that they may be amended by sixty-five percent (65%) of the Owners of the real estate described in Exhibit D.

J. Section C-1 of the Garden Covenants provides that they may be amended by sixty-five percent (65%) of the Owners of the real estate described in Exhibit E.

K. The Association, as authorized by the necessary percentage of Owners as described in paragraphs G, H, I and J immediately above, desires to amend and restate the Park I, II, III, IV and Garden Covenants as follows:

Article I ESTABLISHMENT

Section 1.1 **Establishment of Covenants, Conditions and Restrictions.** The Owners hereby impose upon the Property the covenants, conditions, restrictions, liens and easements set forth in this Declaration (the "Covenants") for the purposes of amending and restating the general scheme for development of the Property, enhancing the value of the Lots and Residences (defined below), and establishing restrictions for residential use for the benefit of the Association and the Owners. The Association does not guarantee that all of these purposes will be accomplished through the restating and amending of the Covenants. The Covenants touch and concern title to the Property, run with the land and shall be binding upon all persons hereafter acquiring any portion of the Property.

Section 1.2 **Definitions.** The terms set forth below shall have indicated meanings when used in this Declaration; other terms are defined elsewhere herein and shall have the meaning given to them in this Declaration.

"ACC" means the architectural control committee established pursuant to this Declaration.

"Assessments" means the Maintenance Assessments and Special Assessments provided for in Article 6.

"Board" means the Board of Directors of the Association.

"Common Area" means those portions of the Property as described in or on the Plat that do not constitute building lots, streets, roads, or rights-of-way. Accordingly, the Common Area means those portions of the Property designated as such, including any parks, open space, shared amenities, entry features, or similar areas. The Common Area also includes: (i) any areas within the Property owned by the Association or any governmental entity, but which are required to be maintained by the Association; (ii) any common landscape, wall, sign, pedestrian access or similar feature reflected on the Plat, designated by the Association, or required by the County or recorded by separate instrument; and (iii) those areas, if any, which are owned by an Owner, but on which are located monuments, signs, fences, landscaping, berms, sidewalks, irrigation systems or other improvements that may be maintained by the County or the Association. The Common Area shall also include all improvements on or to any portion of any of the areas described in the preceding sentence. The Association shall at all times have and retain the right, but without obligation whatsoever, to effect redesigns or reconfigurations of the Common Area and to execute any open space declarations applicable to the Common Area which may be permitted in order to reduce property taxes, and to take whatever steps as may be appropriate to lawfully avoid or minimize the imposition of federal and state ad valorem and/or income taxes.

"County" means Allen County, Indiana.

"Design Guidelines" shall mean and refer to those particular standards, restrictions, guidelines, recommendations and specifications applicable to all aspects of construction, placement, location, alteration, maintenance and design of any improvements within the Property, and all amendments, modifications, supplements and interpretations thereof.

"HUD" means the U.S. Department of Housing and Urban Development.

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

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

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

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

“Phase” means a particular phase developed upon the Property.

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

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

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

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

“VA” means the U.S. Department of Veterans Affairs.

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

Article 2 USE PROVISIONS

Section 2.1 Permitted Uses.

(a) Lots Limited to Residential Use. Except as otherwise provided in this Declaration, Lots shall be used only for single family residential purposes and activities reasonably related thereto. Additional uses for purposes such as home-based businesses may be permitted on individual lots within the Property, provided such uses have received prior written approval from the Association and appropriate governmental authorities.

(b) Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Residence not to exceed two stories in height and one shed. Each Residence shall include a garage, which shall be built as part of said structure and attached thereto. The shed shall be limited to such size to facilitate the reasonable storage of personal outdoor lawn equipment, seasonal decorations and the like, and shall be placed and installed according to and not in violation of local building ordinances.

(c) Architectural Control. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the ACC as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. Approval shall be as provided in Article 3.

(d) Antennas and Direct TV-Type Satellite dishes. It is the preference of the Association that antennas and small satellite dishes for the reception of a media signal be attached to the Residence or located in the rear of the property if secured to the ground. Antennas and satellites are considered personal property and are to be removed upon the sale and purchase of a Lot unless the purchasing property expressly accepts the antenna or satellite as part of the sale.

Section 2.2 Prohibited Uses and Activities.

(a) No Further Subdivision. No Lot may be further subdivided without the written consent of the Association or the ACC. Lots may be combined for the purpose of constructing a single residence on more than one Lot only upon written approval of the Association or the ACC. Without regard to any such permitted subdivision or combination, the Lots involved shall continue to be treated as single individual Lots hereunder for all other purposes, including voting in the Association and assessing and collecting Assessments.

(b) Parking and Vehicle Restrictions. Each Lot shall be limited to the number of vehicles, whether operative or non-operative, that can be properly parked in the driveway and garage. A recreational vehicle, trailer, ATV and the like shall be considered a vehicle for purposes of this Section. No vehicles of any kind, including boats, trailers, cars, trucks, motorcycles, campers, and the like shall be permitted in any yard/lawn on any Lot for any period of time. On-Street parking shall be limited to temporary parking of no more than twelve (12) hours in any 24 hour period. Trucks with tonnage in excess of one ton shall not be permitted to park overnight on the Streets, driveways, or other areas within the Property. Owners with Vehicles with signage or advertising displays may only be parked in a Residence's garage or driveway. No Vehicle that transports inflammatory or explosive cargo may be parked or stored within the Property. No inoperative or unlicensed vehicles may be parked or stored in a location other than in an enclosed garage. The Association prefers that all work and routine maintenance on vehicles be performed in an enclosed garage. The foregoing provisions shall not restrict the parking of trucks and other Vehicles as necessary in connection with construction, maintenance and repair of Residences or other Structures on Lots.

(c) Specific Use Restrictions. The Property is restricted solely to residential and related uses; accordingly, no industrial, business, commercial, professional, manufacturing, mineral or other similar use shall be permitted on any part of the Property. This Section shall not be construed so as to prohibit the conduct of a reasonable amount of in-home work, such as computer work or similar activities, provided that such work or activity does not involve the parking of vehicles of employees, consultants, or other parties other than the occupants of the Residences in question, and does not involve the delivery or pick-up of any materials or services.

(d) Pet and Animal Restrictions. Only a manageable quantity of regular household pets, such as cats and dogs, which can be properly cared for and cleaned up after, shall be permitted on the Property and then only for personal use and not for any business use such as breeding, kennel operations and the like. No other animals shall be permitted to be maintained upon the Property, including, without limitation, cows, horses, bees, hogs, sheep, goats, poultry, or skunks. All pets shall be kept within an Owner's Lot, unless properly leashed, and shall not be permitted to run free through the Property.

(e) Outdoor Burning Restrictions. Outdoor burning of trash, leaves, and other items is prohibited, except during the construction of a structure upon an individual Lot when clearing of trees and other vegetation is required to facilitate said construction and only with approval from the appropriate governmental authority. This restriction shall not be construed as prohibiting outdoor cooking on barbecue grills in connection with use of a Residence.

(f) Trash/Garbage Disposal. Trash, garbage or other waste shall not be dumped on the ground of any Lot or in any Common Area. Trash, garbage and other waste shall at all times be kept in clean, well maintained, sanitary containers for regular scheduled pickup for removal of such items. All trash, debris, and trash containers shall be neatly stored and preferably kept inside the garage or outbuilding out of visibility of the street between collection days. At a minimum, storage of trash containers shall be in accordance with local ordinances presently permitting placement to the side and rear of the Residence. In no event shall storage of trash containers be in front of the Residence.

(g) Occupancy. Each Lot shall be improved with a maximum of one single family detached Residence. No Person shall occupy or reside in any garage or other outbuilding at any time.

(h) Projections from Structures. Window A/C units are allowed on all Lots. Any projection through the roof of any structure on the Property shall require the prior written approval of the Association or the ACC.

(i) Water/Sewer/Storm Systems. Each Residence shall be connected to the public water system, and sanitary sewer system. No private water well or other water system is permitted. Private storm sewer/drainage systems may exist on individual Lots for the purpose of collecting, carrying, and discharging surface and subsurface drainage as long as such system does not become a nuisance to any other Lot within the Property. Such systems are to be kept freely running and unobstructed at all times. If the system becomes obstructed, the Owner of such Residence/Lot shall be required to promptly repair or replace the system.

(j) Changes in Grade. Except for such changes as are reasonably necessary to facilitate construction of a Residence on a Lot, no Owner shall change the grade of any Lot except in compliance with all applicable laws. After the Association has developed the Lots, the general grading, slope and drainage plan of a Lot may not be altered, and no dams, berms, channels or

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

(k) Visible Activities - Outdoors. Lawn mowers, tractors, trailers, machines, tools, carts, and other yard equipment shall be stored from view from adjoining Lots and Streets when not in use.

(l) Nuisances. In general, no noxious or offensive activity shall be carried on upon any Lot, nor shall and condition be allowed to exist on a Lot which, by sight or smell (as determined exclusively by the ACC), shall constitute a public or private nuisance or unreasonably disturb any other Owner in the use and enjoyment of its Lot.

(m) Natural Gas Tanks. The placement of above-ground natural gas tanks on any Lot is prohibited.

(n) Rain and Storm Water Runoff. No rain and storm water runoff, or such things as roof water, street, pavement, and surface water, caused by natural precipitation shall at any time be discharged or permitted to flow into the sanitary sewage system, which shall be a separate sewer system from the storm water and surface water runoff sewer system. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned storm water and surface runoff sewer system.

(o) Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

(p) Signs. No sign of any kind shall be displayed for public view on any Lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period. Temporary signs such as awareness, garage sale, political, religious, and the like must be removed upon the completion of such event or at the request of three (3) Owners.

(q) Sight Distance at Intersections. No fence, wall, hedge, or shrub planting, which obstructs sight lines at elevations between 2 and 6 feet above roadways, shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(r) Construction Materials. All buildings shall be constructed in a substantial and workmanlike manner and or new materials. No roll siding, asbestos shingle siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any Residence on any Lots in the Property, and no roll roofing or any description or character shall be used on the roof of any Residence or attached garage on any of said Lots. All chimneys shall be of masonry construction.

(s) Soliciting. Soliciting of any kind whatsoever is prohibited within the Property with the exception of solicitation by the minor children of Owners for programs such as scouts, local school fundraisers, and seasonal sport boosters.

Article 3 CONSTRUCTION PROVISIONS

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

Section 3.2 **Establishment of ACC.**

(a) Composition. The Architectural Control Committee shall be composed of three (3) persons. A Majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member(s) shall have full authority to designate a successor.

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

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

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

Section 3.3 Approval Process.

(a) Submission of Plans. Any party wishing to construct any Structure on the Property shall submit a copy of complete plans and specifications to the ACC for its approval prior to commencing construction. Such plans and specifications shall include surveying and engineering information, landscaping description, site plans, and construction drawings showing the location and front, side, and rear elevations of the Structure and the exterior materials to be used in constructing the same, all in sufficient detail to enable the ACC to evaluate the proposed Structure. The cover sheet of the plans and drawings being submitted shall contain a calculation of the total square footage of each building façade, less areas covered by windows and doors, and the total area of such facades containing brick or masonry materials. The ACC may request additional information, including samples of proposed materials to aid it in its decision process. After receipt of a complete set of plans and specifications, the ACC shall promptly review the same and notify the Person submitting whether it approves the plans or whether it requires changes thereto. Alternately, the ACC may disapprove a set of plans by so noting thereon and returning it to the Person submitting, accompanied by a statement of the reasons for disapproval. No construction shall be commenced on any portion of the Property unless and until the plans for the Structure in question have been submitted in writing to the ACC or the Association.

(b) Time for Review/Approval. The ACC shall approve or disapprove all plans submitted for construction within 30 calendar days after the date it receives a complete set of plans and specifications for the Structure; if the ACC fails to specifically approve or disapprove of any plans within such 30 calendar day period, then the ACC shall be deemed to have approved the plans submitted.

(c) Review Standards. The ACC, in reviewing and approving plans for construction of Structures or Residences, shall use commercially reasonable efforts to promote and ensure a high level of taste, design quality, aesthetic harmony, and conformity throughout the Property, consistent with the standards established by this Declaration and the Design Guidelines.

(d) Design Guidelines/Building Standards. The Association or the ACC may but is not required to, from time to time, establish specific guidelines and building standards to assist Persons in determining the type of Structures and Residences, which may be constructed on the Property. Pursuant to Section 8.1, the Association may annex additional Property to become a portion of the Property, and may develop the overall Property in various Phases. The Association may establish differing restrictions, guidelines and building standards for each such Phase of the Property, which may impose more or less restrictive building standards with respect to a particular Phase. The ACC or the Association may amend or modify such guidelines or standards from time to time in its sole discretion. Such guidelines or standards shall supplement this Declaration and are general guides to permitted construction within the Property, but shall not diminish the authority of the ACC and the Association to approve plans as otherwise herein provided.

(e) Failure to Obtain Approval. The construction, repair, replacement, installation, or placement of any Structure or improvement of any type on a Lot without the prior written approval from the ACC shall constitute grounds for the imposition by the ACC or the Association of an automatic fine against the Owner of the Lot not to exceed Five Hundred and No/100 Dollars (\$500.00). A fine levied under this Section shall be charged to the Owner's assessment account, payable upon demand and secured by the lien created in Article 6. The ACC may impose further demands by requiring removal, modification, or demolition of all or a portion of the structure in question.

(f) Limitation of Liability. Neither the Association, its officers, directors, partners, agents, employees, representatives, parent or subsidiaries, nor the Association, the Board, or the ACC, including any of its respective members, shall be liable to any Person for any official act of the ACC in connection with submitted plans and specifications. Notwithstanding any approval by the Association or the ACC, neither the Association nor the ACC shall be responsible or liable to any Person with respect to any loss, liability, claim or expense which may arise by reason of such approval or the construction of a Structure related thereto. Neither the Association, the Board nor the ACC shall be responsible in any way for any defects in any plans or specifications submitted, reviewed or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans or specifications. No approval of any plans by either the ACC or the Association shall be construed to mean that the plans comply with any applicable law, building code, or governmental regulation, it being the responsibility of the Person submitting any plans to assure compliance with all applicable laws. Conversely, the issuance of a building permit or any approval from any governmental authority shall not, under any circumstance, constitute any evidence that construction of a Structure complies with the terms and conditions contained in this Declaration or the Design Guidelines. The Association and members of the

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

Section 3.4 Specific Construction Provisions.

(a) Dwelling size and Quality. No Residence shall be built on any Lot having a ground floor area of the minimum structure, exclusive of one-story open porches, breezeway or garage, of less than 1,120 square feet for a one-story building, not less than 800 square feet for a dwelling of more than one-story, except of lots numbered 204 through 232, both inclusive, the ground floor area of the minimum structure shall not be less than 1,400 square feet for a one-story Residence nor less than 900 square feet for a Residence of more than one-story.

(b) Building Location. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded Plat. In any event, no building shall be located on any Lot nearer than 30 feet to the front Lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 7-1/2 feet to an interior Lot line. No Residence shall be located on any interior Lot nearer than 25 feet to the rear Lot line.

(c) Lot Area and Width. No Residence shall be erected or placed on any Lot having a width of less than 70 feet at the minimum building setback line, nor shall any Residence be erected or placed on any Lot having an area of less than 9,000 square feet.

(d) Garage Requirements. Each Residence shall have at least a one-car attached garage. The plans for any additional garage or substitute variations must be are subject to the approval by the Association or the ACC.

(e) Fences and Walls. All fences and walls (excluding retaining walls described in (i) below) shall be at least 3.5 feet (42 inches) in height and shall have a maximum height of 6.0 feet (72 inches). No fence shall be erected or maintained in the area contained between street lines and the front building lines of any Lot in the Property unless approved. Approval shall be as provided in this Article 3. No fence or wall may be constructed, repaired, rebuilt, or relocated if it impedes or obstructs drainage. Prior written approval from the ACC is required for any construction, placement or repair of fences or walls on any Lot.

(f) Drives. All driveways from the street to garage shall be of poured concrete and not less than 10 feet in width.

(g) Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and over the rear seven feet of each Lot, or as shown on the Plat. In addition, easements in the streets, as shows on the Plat, are hereby reserved and granted to all Public Utility Companies, the Proprietors of the land herein platted, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (Sanitary and/or Storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

(h) Trees, Hedges, and other Vegetation. Trees, hedges, and other vegetation shall be maintained in such a manner so as not to obstruct any easement or street right-of-way or obstruct the visibility of intersections of any streets. The owner of each Lot is obligated and responsible for maintaining its Lot in such a manner that trees, hedges, bushes, grass, flowers, and other plant material are kept in a clean and orderly appearance on a regular basis.

(i) Retaining Walls. Retaining walls other than those constructed by the Association require prior written approval by the ACC with respect to location, construction, and materials. Except for those built by the Association or its affiliates, any retaining walls which generally face a street right-of-way or are either between Residences or along or adjacent to the side or rear property lines of Lots shall be constructed of C.C.A treated lumber or masonry materials unless the ACC has otherwise provided prior written approval.

(j) Mailboxes. The mailbox for each Lot shall be of a consistent design with all other lots within the Property and shall conform to the United States Postal Service regulations, and the Design Guidelines.

(k) Tennis Court/Swimming Pool/Recreational Facilities. A tennis court, in ground swimming pool, basketball court, or other recreational facilities may be constructed upon any Lot with prior approval of the Association or ACC as to the location, drainage, and proper screening of such facility.

Article 4
MAINTENANCE PROVISIONS

Section 4.1 **Owner's Obligation to Maintain.** Each Owner shall maintain its Lot and the Residence and other Structures thereon in a clean and orderly condition. Each Owner shall regularly mow grass and maintain the landscaping on its Lot in good condition at all times. Each Owner shall maintain the exterior of all Residences and Structures in good condition and shall make such repairs and replacements as necessary to maintain good order and the aesthetic harmony of the Property.

Section 4.2 **Damaged Improvements.** If any Residence or Structure is damaged in any way, the Owner shall immediately repair such damage or, in the case of substantial damage when the Owner does not wish to rebuild, raze the damaged Structure or Residence and remove the same and leave the surface of the Lot in good order.

Section 4.3 **The Association's Right to Perform.** If any Owner fails to maintain the condition of its Lot, the landscaping thereon, including the prompt removal of deceased trees and shrubs, or the Residence or other Structures thereon as contemplated by this Article 4 and fails to take action to correct such defect within thirty (30) days after the Association has furnished written notice thereof to such Owner, then the Owner of such Lot hereby grants permission to the Association (or its duly authorized agents) to enter upon such Lot and perform those duties which the Owner failed to perform without liability whatsoever to such Owner or any Person for trespass, conversion, or any claim for damages. The cost of performing such duties shall be added to the Owner's assessment account and shall bear interest at the rate of ten percent (10%) per annum (but not in excess of the lawful maximum rate), be payable upon demand, and shall be secured by the lien provided for in Article 6.

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

Article 5
MAPLEWOOD COMMUNITY ASSOCIATION, INC.

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

Article 6
ASSESSMENTS

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

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

Section 6.2 Commencement of Assessments.

(a) Upon acquisition of record title to a Lot by an Owner, and unless otherwise provided by separate agreement by and between the Association and the Owner, the assessments shall commence as to each Lot upon its conveyance to the Owner of each Lot.

(b) The Association. The Association shall not be liable for assessments for any Lot that it owns. The Association may, but shall have no obligation to, subsidize the Association from time to time. In the event the Association decides to subsidize the Association and any shortfall in the operating budget of the Association is due in part to the failure of the Association to collect delinquent assessments, then the Association shall immediately and vigorously pursue collection of such delinquent Assessments through foreclosure, if necessary, and shall reimburse the Association the amounts, if any, so collected.

Section 6.3 Regular Annual Maintenance Assessments.

(a) Annual Budget. For each calendar year or a part thereof during the term of this Declaration, the Board shall establish an estimated budget of the expenses to be incurred by the Association for the forthcoming year in performing its duties. Based upon such budget, the Association shall then assess each Lot an annual fee (the "Maintenance Assessment") which shall be paid by each Owner each October annually, unless the Board determines a different schedule. The Association shall notify each Owner of the Maintenance Assessment for the ensuing year by September 15th, but failure to give such notice shall not relieve any Owner from its obligation to pay Maintenance Assessments. Any Maintenance Assessment not paid within thirty (30) days of the date due shall be delinquent and shall thereafter bear interest as provided in Section 6.5(f). As to any partial year, Maintenance Assessments on any Lot shall be appropriately prorated.

(b) Limits on Maintenance Assessments. The Board shall establish the Maintenance Assessment annually, pursuant to the bylaws, to meet the anticipated needs of the appropriate budget, but the Maintenance Assessment may not be increased in any year by an amount in excess of five percent (5%) above the previous year's Maintenance Assessment, unless such increase is approved by a majority vote of those members of the Association present at a meeting, in person or by proxy, where a quorum, as defined in the Association's bylaws, exists. The budget will include sufficient funds to cover the cost described in Section 6.1.

(c) Uniform Assessments. Maintenance Assessments for all Lots shall be uniform, except for Lots on Maplecrest and Trier where snow removal expenses are reduced.

Section 6.4 Special Assessments. The Association may impose special assessments ("Special Assessments") to make capital improvements to the Common Area, to satisfy its indemnity obligations under the articles or bylaws, or for other similar purposes. Any Special Assessment proposed by the Association must be approved by a majority vote of those members of the Association present at a meeting, in person or by proxy, at which a quorum, as defined in the Association's bylaws exists. At least fifteen (15) days prior to any meeting of the Association called to consider any Special Assessment, the Board shall notify each Owner thereof by written notice specifying the total amount of the Special Assessment required, the amount thereof imposed on each Lot (which shall be uniform), the purpose for such Special Assessment, and the time and method of payment thereof. The time for paying any Special Assessment (which may be in installments) shall be as specified in the approved proposal for the Special Assessment.

Section 6.5 Liability for and Enforcement of Assessments.

(a) Personal Liability. Each Owner shall be personally liable for all Assessments imposed during the time it is the record Owner of a Lot.

(b) Reservation, Subordination, and Enforcement of Assessment Lien. The Association hereby reserves for the benefit of itself and the Association, a lien (the "Assessment Lien") against each Lot to secure payment of (1) the Assessments imposed hereunder and (2) payment of any amounts expended by the Association or the Association in performing a defaulting Owner's obligations as provided for in Section 4.3. Each Owner, by accepting conveyance of a Lot, shall be deemed to have agreed to pay the Assessments provided for and to the reservation of the Assessment Lien. The Assessment Lien shall be subordinate to the liens of any valid first lien mortgage or deed of trust encumbering a particular Lot. No sale or transfer shall relieve such Lot from Liability and the Assessment Lien for any Assessments thereafter becoming due.

(c) Notices of Delinquency or Payment. The Association, the Association's attorney or the Association may file notice of any delinquency in payment of any Assessment in the Records of Allen County, Indiana. Upon the timely curing of any

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

(d) **Suit to Recover.** The Association may file suit to recover any unpaid Assessment and, in addition to collecting such Assessment and interest thereon, may also recover all expenses reasonably expended in enforcing such obligation, including reasonable attorneys' fees and court costs.

(e) **Late Charges and Collection Fees.** If any Assessment or any part thereof remains unpaid after thirty (30) calendar days from and after the due date established by the Board, a late charge shall be assessed against the non-paying Owner for each month or any part thereof, that any portion of any Assessment remains unpaid. Should any Assessment be payable in installments, the Association is authorized to accelerate the entire Assessment and demand immediate payment thereof. The late charge shall be in the amount of Ten Dollars (\$10.00) per month. The Association's Managing Agent shall be entitled to charge an Owner a monthly collection fee to compensate Managing Agent for its administrative costs and efforts to collect and process the late payment of Assessments. A service charge in the amount of Twenty Dollars (\$20.00) shall be charged for each check that is returned because of insufficient funds or any other reason. The amount of late charges and service charges may be adjusted, from time to time, by the Board consistent with any changes in the administrative costs to collect unpaid Assessments or the Association's bank charges. All late charges, collection fees, service charges and attorneys' fees assessed or incurred due to late payment of Assessments shall be charged to an Owner's Assessment account which shall be part of the delinquent Assessment and shall be payable and secured in the same manner as herein provided with regard to Assessments.

(f) **Interest on Past Due Amounts.** All Assessments past due more than thirty (30) days, unpaid fines and other amounts owed to the Association by any Owner which are not paid when due shall bear interest from the date due until paid at the rate of ten percent (10%) per annum, but not in excess of the maximum rate allowed by applicable law.

(g) **Suspension of Right to Use Common Area.** In addition to the other powers herein granted, the Board may suspend the right of Owner to use any of the Common Area during the time that such Owner is delinquent in paying any Assessment.

(h) **Suspension of Voting Rights.** No Owner who is delinquent in paying its Assessments shall have the right to vote as a member of the Association while such delinquency continues; an Owner may cure a delinquency at a meeting to regain the right to vote by paying all outstanding amounts (including interest, fines, and penalties) by cashier's or certified check or other good funds acceptable to the Board.

Article 7 COMMON AREA

Section 7.1 Right to Use Common Areas. Each Owner, the members of that Owner's immediate family, and the Owner's guests (provided guests are accompanied by an Owner) shall have the right to use the Common Area for its intended purposes as herein provided. The Association and the Association shall have the right to enter on and use the Common Areas at all times to exercise their rights or (in the case of the Association) perform its duties hereunder.

Section 7.2 Specific Facilities. Specific facilities, if any, to be located in the Common Area shall be determined by the Association. The Association and the Board may promulgate reasonable rules and regulations for use of these facilities.

Section 7.3 Maintenance of Common Areas. The Association shall be solely responsible for all maintenance, repair, replacement, and improvement of the Common Areas, utilizing the Assessments for such purposes as herein provided.

Section 7.4 Risk of Loss - Use of Common Areas. EACH OWNER SHALL BE INDIVIDUALLY RESPONSIBLE AND ASSUME ALL RISK OF LOSS ASSOCIATED WITH ITS USE OF THE COMMON AREA AND USE BY ITS FAMILY MEMBERS AND GUESTS. NEITHER THE ASSOCIATION NOR THE ACC SHALL HAVE ANY LIABILITY TO ANY OWNER OR THEIR FAMILY MEMBERS OR GUESTS, OR TO ANY OTHER PERSON, ARISING OUT OF OR IN CONNECTION WITH THE USE, IN ANY MANNER WHATSOEVER, OF THE COMMON AREA OR ANY IMPROVEMENTS COMPRISING A PART THEREOF FROM TIME TO TIME.

Article 8
SPECIFIC RIGHTS OF THE ASSOCIATION

Section 8.1 **Rights to Annex.** The Association may annex additional property to become a portion of the Property and thereafter be subject to the terms, provisions and conditions of these Covenants. Any such annexation by the Association may require the prior approval of HUD or VA. The Association may exercise such right by recording a supplement to this Declaration in the Records of Allen County, Indiana subjecting such additional property to the terms and conditions hereof. No further action or approval shall be required or necessary for the Association to annex additional properties into the Property for the purpose of subjecting it to the Covenants. Any document subjecting additional property to this Declaration may also impose additional restrictions not found in this Declaration upon such additional property. Upon the annexation and platting of any additional property as herein provided, each Lot described therein shall become a "Lot" for all purposes hereunder.

Section 8.2 **No Duty to Annex.** Nothing herein contained shall establish any duty or obligation on the part of the Association or any member to annex any property to this Declaration and no owner of the property excluded from this Declaration shall have any right to have such property annexed thereto.

Section 8.3 **Specific Association Rights to Amend Declaration.** The Association, without joinder of the Board or the other Owners may amend this Declaration to correct any errors or to cause this Declaration to be in compliance with any City or other governmental requirement (including any requirements imposed by the Federal Housing Administration, the Veterans Administration, the Department of Housing and Urban Affairs, the Federal Home Loan Mortgage Corporation, or the Government National Mortgage Association).

Section 8.4 **Assignment of the Association Rights.** The Association may assign its rights to a successor Association hereunder by execution of a written document, recorded in the Records of Allen County, Indiana specifically stating that the Association has assigned its rights as such to a designated assignee and declaring such assignee to be the new "Association" under this Declaration.

Section 8.5 **Limitation of the Association's Liability.** The Association shall not be responsible or liable for any deficit in the Association's funds. The Association may, but is under no obligation to, subsidize any liabilities incurred by the Association, and the Association may, but is not obligated to, lend funds to the Association to enable it to defray its expenses, provided the terms of such loans are on reasonable market conditions at the time.

Section 8.6 **Termination of the Association's Responsibilities.** In consideration of the Association's deficit funding of the Association, if any, upon the occurrence of an assignment of the Association's rights hereunder pursuant to Section 8.4, then and in such event the Association shall be fully released, relieved and forever discharged from any further duty or obligation to the Association or any of its members as the Association by reason of the terms and conditions, including any amendments or supplements, to this Declaration.

Article 9
MISCELLANEOUS PROVISIONS

Section 9.1 **Term and Renewal.** These Covenants shall commence on the date hereof and shall continue in effect for a period of twenty-five (25) years. Thereafter these Covenants shall automatically renew for subsequent periods of ten (10) years unless sixty percent (60%) of a quorum of the Owners of the Lots elect to terminate, restate, or otherwise amend these Covenants by written instrument recorded in the Records of Allen County, Indiana. For purposes of amending these Covenants a quorum shall be 1/3 or 33% of the Lot Owners present at a special meeting called pursuant to the bylaws.

Section 9.2 **Enforcement.** The terms, provisions and conditions of this Declaration and the Design Guidelines shall be enforceable by the Association, the ACC, and each Owner. The Board shall have the power and authority to impose reasonable fines (which shall not exceed \$500.00 for each separate violation) for violation of this Declaration, the Design Guidelines or any rule or regulation of the Association, which shall constitute a lien upon the Lot of the violating Owner as provided in this Declaration, and to suspend the Owner's right to vote or any Person's right to use of the Common Area. Each day the violation continues to exist shall constitute a separate violation. If any occupant, guest, or invitee of a Lot violates this Declaration, the Design Guidelines or a rule or regulation of the Association and a fine is imposed, the fine shall first be assessed against such occupant, guest, or invitee; provided, however, if such occupant, guest, or invitee does not pay the fine within thirty (30) days after written demand for payment from the Association, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of this Declaration, the Design Guidelines or any rule or regulation of the Association shall not operate as a waiver of the right of the Board to do so thereafter.

Section 9.3 General Easement for Encroachments, Access, Maintenance and

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

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

Section 9.4 County Provisions. All construction within the Property shall also comply with all applicable County ordinances and regulations. If any ordinance or regulation imposed by the County imposes more demanding, extensive or restrictive requirements than those set forth in this Declaration, such requirements shall govern. No ordinance or regulations adopted by the County shall lessen the requirements set forth in these Covenants.

Section 9.5 Notices. Any notice required to be given to any Owner under the terms of this Declaration shall be deemed to have been properly delivered when deposited with the United States Postal Service, postage prepaid, properly addressed to the addressee. Each Lot Owner's address for purpose of notice hereunder shall be deemed to be the Residence located on its Lot.

Section 9.6 Indemnification. Neither the Association, including any of its officers, directors, employees or agents, nor any officer, director or agent of the Association, nor any member of the ACC shall be liable to any person, Owner or any person claiming by or through any Owner or otherwise for any act or omission in the performance of the duties of such Association or officer, director or agent of the Association, or member of the ACC except only if such act or omission should be judicially declared to constitute fraud or intentional willful misconduct. The Association shall and does hereby agree to indemnify the Association, including any of its officers, directors, agents or employees, the officers, directors and agents of the Association, and the members of the ACC against all claims, demands, actions and proceedings and all expenses in connection therewith arising from the good faith exercise of their duties pursuant to this Declaration.

Section 9.7 Severability. If any of the terms hereof shall be invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of these Covenants, which shall be in full force and effect.

Section 9.8 Acceptance by Owners of Rights and Obligations. By the recording of a deed or other conveyance transferring all or part of an interest in a Lot subject to this Declaration, the person or entity to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all the provisions of this Declaration, the Design Guidelines, the articles and bylaws of the Association, including any rules or regulations adopted or promulgated by the Association, whether or not mention is made in said deed.

Section 9.9 Arbitration of Disputes Involving the Association.

(a) ANY AND ALL DISPUTES ARISING HEREUNDER BETWEEN AN OWNER AND DECLARANT SHALL BE SUBMITTED TO BINDING ARBITRATION AND NOT TO A COURT FOR DETERMINATION. ARBITRATION SHALL COMMENCE AFTER WRITTEN NOTICE IS GIVEN FROM EITHER PARTY TO THE OTHER, SUCH ARBITRATION SHALL BE ACCOMPLISHED EXPEDITIOUSLY IN ALLEN COUNTY AND SHALL BE CONDUCTED IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE ARBITRATION SHALL BE CONDUCTED BY THREE (3) ARBITRATORS, ONE OF WHOM SHALL BE APPOINTED BY THE OWNER AND ONE OF WHOM SHALL BE APPOINTED BY THE ASSOCIATION. THE THIRD ARBITRATOR SHALL BE APPOINTED BY THE FIRST TWO ARBITRATORS. THE ARBITRATORS SHALL BE SELECTED FROM A LIST OF ARBITRATORS SUBMITTED BY THE AAA. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ARBITRATION SHALL NOT COMMENCE UNTIL THE PARTY REQUESTING IT HAS DEPOSITED ONE THOUSAND FIVE HUNDRED AND NO/100 U. S. DOLLARS (\$1,500.00) WITH THE ARBITRATORS AS A RETAINER FOR THE ARBITRATORS' FEES AND COSTS. THE PARTY REQUESTING ARBITRATION SHALL ADVANCE SUCH SUMS AS ARE REQUIRED FROM TIME TO TIME BY THE ARBITRATORS TO PAY THE ARBITRATORS' FEES AND COSTS, UNTIL THE PREVAILING PARTY IS DETERMINED OR THE PARTIES HAVE AGREED IN WRITING TO AN ALTERNATIVE ALLOCATION OF FEES AND COSTS. EACH PARTY SHALL PAY HIS/HER OWN LEGAL FEES AND COSTS AND ANY OTHER FEES INCURRED IN CONNECTION WITH AN ARBITRATION PROCEEDING WHICH ARISES OUT OF OR RELATES IN ANY WAY TO THIS DECLARATION PROVIDED, HOWEVER, THAT THE ARBITRATION PANEL SHALL AWARD THE ARBITRATORS' FEES AND COSTS TO THE PREVAILING PARTY IN ITS ARBITRATION JUDGMENT.

(b) Other Dispute Resolutions. Notwithstanding the Association's and Owner's intent to submit any controversy or claim arising out of or relating to this Declaration to arbitration, in the event that a court of competent jurisdiction shall determine or a relevant law shall provide that a particular dispute is not subject to the arbitration provisions in this Section, then the parties agree to the following provisions:

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

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

MAPLEWOOD COMMUNITY ASSOCIATION, INC.
 An Indiana not-for-profit Corporation

By: 
 PAUL E. CORDRAY

Its: President

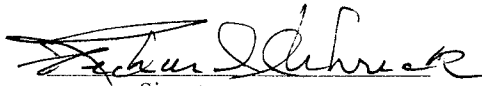
STATE OF INDIANA)
) SS:
 COUNTY OF ALLEN)

On this 18 day of April, 2012, before me, a Notary Public in and for said County, personally appeared PAUL E. CORDRAY, known to be the same person described in and who executed this Declaration and who acknowledged the same to be his/her free act and deed.

Witness my hand and Notarial Seal this 18 day of April, 2012.

My Commission expires:

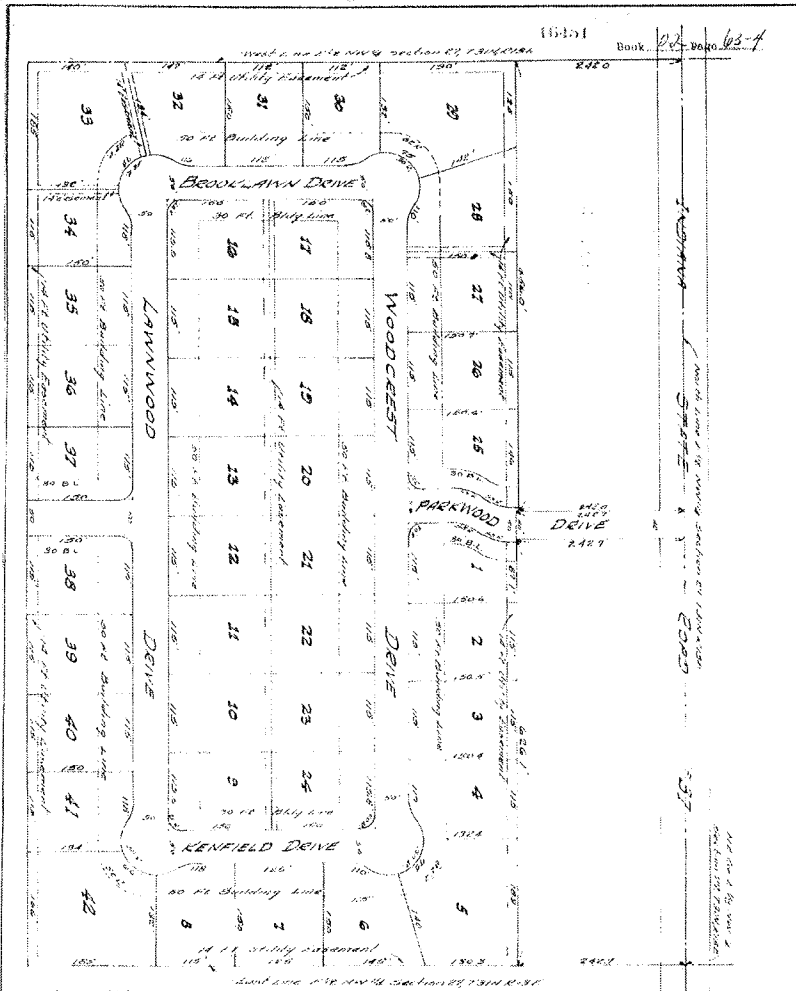
12-31-2014


 Signature

Richard G. Uhrick
 Printed
 Notary Public

EXHIBIT A

The Protective Restrictions, Covenants and Limitations of Maplewood Park, Section I, and the legal description of the land with which they run



FOR
 REIFICATION
 AND
 APPROVAL
 OF
 PLAT
 See Map
 Rec. 235
 Pg. 399-400
 # 142

PLAT OF EMERALD PARK

October 3, 1935

THE UNDERSIGNED HAS Laid out and subdivided the East Half of the Northwest Quarter of Section 27, Township 31 North, Range 13 East, Allen County, Indiana

into lots numbered as shown on the plat hereunto annexed, to-wit:

Section 27, Township 31 North, Range 13 East, Allen County, Indiana, being the Owners of the Undersigned described real estate, to-wit:

Beginning at a point on the east line of the Northwest quarter of Section 27, Township 31 North, Range 13 East, said point being 282.7 feet South of the Northeast corner of the East Half of the Northwest quarter of Section 27, Township 31 North, Range 13 East; thence South along the said east line 70.3 feet; thence West parallel with the south line of the Northwest quarter of the said Section, Township 31 North, Range 13 East to the 2.0 line of the East Half of the Northwest quarter of said Section, Township 31 North, Range 13 East; thence North along the said line 201.4 feet; thence East 656.0 feet parallel to the North line of the Northwest quarter of Section 27, Township 31 North, Range 13 East to the point of beginning;

to-wit: subdividing and plat the same into lots, streets and easements to be shown as EMERALD PARK, a Subdivision in the East Half of the Northwest quarter of Section 27, Township 31 North, Range 13 East in Allen County, Indiana, this 3rd day of October, 1935.

THE UNDERSIGNED HEREBY certifies that the plat of subdivision of Allen County, Indiana, subject to the several other said conditions hereinbefore set forth, is a true and correct copy of the same as said plat is on file in the office of the County Clerk of Allen County, Indiana, and is in conformity with the laws and established lines of the real estate described.

By: Elizabeth Zehr, Myself
 By: Henry Yoder, Myself
 By: Elizabeth Zehr, Wife
 By: Eliza Yoder, Wife

Before me, a Notary Public, in and for said County and State, personally appeared Elizabeth Zehr, Myself and Henry Yoder and Eliza Yoder, Myself and Wife, and acknowledged the voluntary execution of the above Plat for the uses and purposes therein set forth this 3rd day of October, 1935.

My Commission Expires: _____

By: _____
 Notary Public

The undersigned Civil Engineer, registered as provided by Indiana Statutes, hereby certifies that he has laid out the lots of the plat of EMERALD PARK, a Subdivision in the East Half of the Northwest quarter of Section 27, Township 31 North, Range 13 East in Allen County, Indiana as shown thereon and in conformity with the laws and established lines of the real estate described. The lots are numbered from 1 to 42 inclusive and the dimensions are noted in feet and decimals.

In witness WHEREOF, the said Civil Engineer, has hereunto set his hand and seal this 3rd day of October, 1935.

By: _____
 Civil Engineer

4/13/50

PROTECTIVE RESTRICTIONS, COVENANTS AND LIMITATIONS

Book 22 Page 64

MAPLEWOOD PARK

A SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST ALLEN COUNTY, INDIANA

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

1. Not more than one (1) single family dwelling house shall be erected on any one lot.
2. Only suitable and necessary outbuildings to be used in connection with a private residence may be built on any lot.
3. No temporary building of any kind, including house cars, shall be erected or placed on said lot.
4. Said lots shall not be used for any trade, manufacturing or business of any kind.
5. No residence shall be erected on said property having an area on the foundation, exclusive of garage, of less than 960 square feet, if a two-story building, or 1300 square feet if a one-story building. No house shall be erected on any of the said lots without the plans first being submitted for approval to the original sellers, Mrs and Elizabeth Zehr and/or Henry and Emma Koder. Any objections to any plans shall be reasonable and the sellers shall not request any unreasonable construction to secure the approval of any said plans, it being the purpose of this provision to secure erection of desirable houses in said Subdivision to the extent that other houses erected thereon shall not become unsalable or their value decreased by the erection of undesirable houses or outbuildings.
6. Before any dwelling on a said lots shall be occupied, it shall have a private well and shall have a private disposal system with a septic tank, and shall in all things meet the requirements of the State Board of Health.
7. All buildings placed on said lots shall be erected thereon in a substantial workmanlike manner.
8. No roll siding of any kind or description shall be used in the exterior construction of any dwelling on said lots and no roll roofing of any description or character shall be used on the roof of any building erected on any building lot.
9. In addition to all building line restrictions, as set out in said Plat, no house or outbuilding shall be erected nearer any lot line than ten (10) feet.
10. No fence shall be erected or maintained in the area contained between street lines and the front building lines of any lots in said Subdivision.
11. All oil or fuel storage tanks shall be either underground or concealed within the main structure of the house, garage or suitable building, or screen, in the case of aeriform fuel storage.
12. The restrictions and conditions contained herein shall be covenants running with the land and shall operate for the benefit of and may be enforced by the grantor or the owner of any lot in said tract and shall be binding upon the heirs, administrators, executors and assigns of the abovesigned.
13. Said restrictions shall remain in full force and effect until amended and shall be amended only by the consent and approval of the owners of not less than two-thirds (2/3) of the real estate first above described.

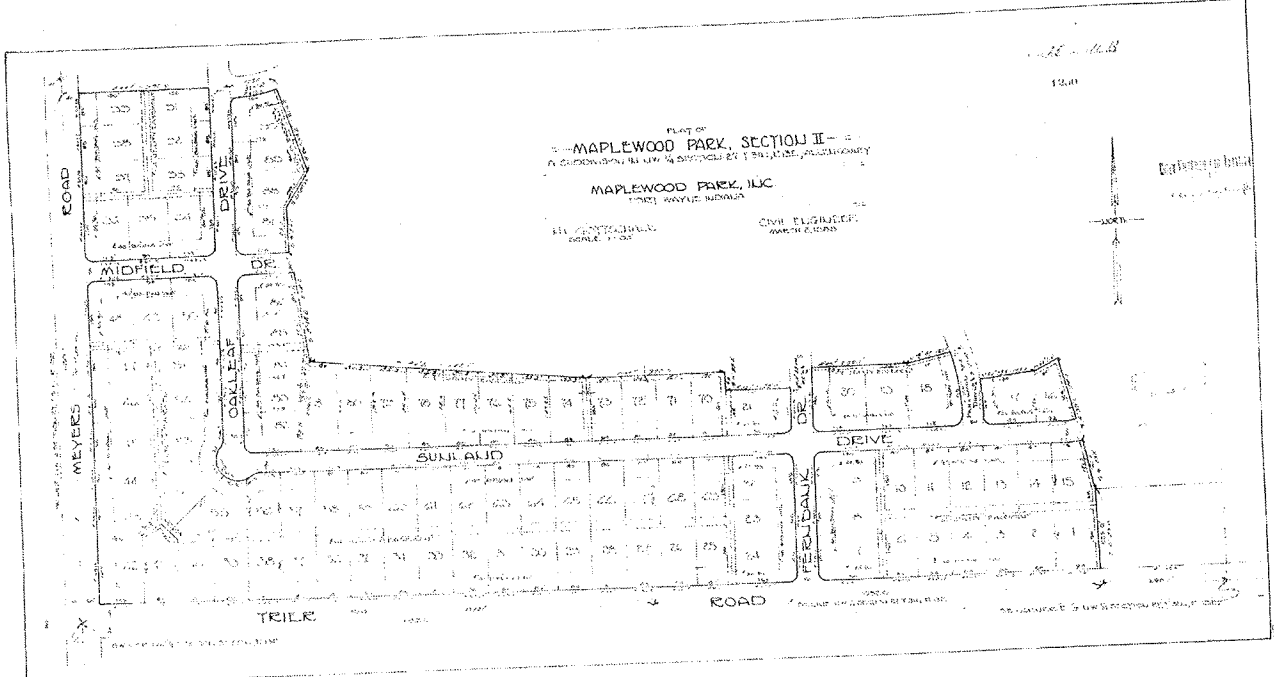
APPROVED: BOARD OF COMMISSIONERS Allen County, Indiana

[Handwritten signatures]

Attest: Auditor, Allen County, Indiana

EXHIBIT B

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



For Certificate of Approval, see Misc Record 2087-261, 18992
 For Mention of Restrictions, see Misc Record 50993-2, 30234
 For: Resolution of division of property, July 1, 1920

May 11, 1959

PLAT OF

MAPLEWOOD PARK, SECTION II
A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST
ALLEN COUNTY, INDIANA

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

Part of the Northwest quarter of Section 27, Township 31 North, Range 13 East in Allen County, Indiana, described as follows, to wit: Beginning at the Southwest corner of the Northwest quarter of Section 27, Township 31 North, Range 13 East, said corner also being the point of intersection of the centerline of the Meyers Road and the Trier Road, public thoroughfares in the aforementioned Section, Township and Range; thence North 0 degrees 35 minutes West along the West line of the aforementioned Northwest quarter of Section 27, Township 31 North, Range 13 East 1250.0 feet; thence East 390.0 feet; thence Easterly on a curve to the left of a 325.0 foot radius 102.0 feet; thence South 26 degrees 53 minutes East 210.2 feet; thence South 21 degrees 59 minutes West 99.1 feet; thence South 9 degrees 34 minutes East 105.0 feet; thence South 18 degrees 18 minutes East 250.2 feet; thence South 86 degrees East 642.1 feet; thence East 320.0 feet; thence South 45.0 feet; thence East 175.0 feet; thence North 45.0 feet; thence East 250.0 feet; thence North 78 degrees 19 minutes East 125.0 feet; thence South 13 degrees 03 minutes East 78.4 feet; thence North 84 degrees 03 minutes East 155.0 feet; thence North 64 degrees 21 minutes East 60.0 feet; thence South 14 degrees 39 minutes East 190.0 feet; thence South 9 degrees 03 minutes East 121.5 feet; thence South 225.0 feet to the South line of the Northwest quarter of Section 27, Township 31 North, Range 13 East; thence West along said line 2353.0 feet to the point of beginning, containing 38.10 acres of land, more or less.

do hereby subdivide and plat the same into lots, streets and easements to be known as MAPLEWOOD PARK, SECTION II, a Subdivision in the Northwest Quarter of Section 27, Township 31 North, Range 13 East, Allen County, Indiana, in accordance with the Plat herewith, this 11th day of May, 1959.

MAPLEWOOD PARK, INC.

By: D. J. Brandenberger, its President

By: Henry T. Yoder, its Vice President

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a Notary Public in and for said County and State, personally appeared Maplewood Park, Inc., an Indiana Corporation, by D. J. Brandenberger, its President, and Henry T. Yoder, its Vice President, and acknowledged the voluntary execution of the Plat herewith for the purposes and uses therein set forth, this 11th day of May, 1959.

By: _____
Notary Public

My Commission Expires: _____

The undersigned Civil Engineer, registered as provided by Indiana Statutes, hereby certifies that he has laid out the lots of the Plat of MAPLEWOOD PARK, SECTION II, a Subdivision in the Northwest Quarter of Section 27, Township 31 North, Range 13 East, Allen County, Indiana, as shown on the Plat herewith, and in conformity with the true and established lines of real estate described. The lots are numbered from 1 to 99, both inclusive. The dimensions are noted in feet and decimals on the Plat.

IN WITNESS WHEREOF, the said Civil Engineer has hereunto set his hand and seal this 11th day of May, 1959.

By: Harry K. Gottschalk
Harry K. Gottschalk, Reg. Prof. Civil Eng.

RESTRICTIONS, COVENANTS, EASEMENTS AND EASEMENTS
SUPERSEDED BY SECTION 11
IN CONNECTION WITH THE CONVEYANCE DATED BY INSTRUMENT 27, FEBRUARY 11, 1964, BOOK 13 PAGE 12

PART 11 - RESIDENTIAL AREA COVENANTS

- 34.1. **LOT USE, USE RESTRICTIONS.** No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.
- 34.2. **ARCHITECTURAL CONTROL.** No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a description showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless specifically approved. Approval shall be as provided in Part B.
- 34.3. **MINIMUM FLOOR HEIGHT.** No dwelling shall be permitted on any lot at a cost of less than \$12,000.00 based upon unit volume according to the data hereinafter provided, if the intention and purpose of the covenant to require that all dwellings shall be of a quality of workmanship and cost-value substantially the same or better than that which can be produced on the date these covenants are recorded as the minimum cost stated herein for the minimum permitted dwelling shall be observed. The ground floor area of the main structure, exclusive of one-story open porches and porches, shall not be less than 1100 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one-story.
- 34.4. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 10 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. For the purposes of this covenant, awns, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to overhang any other lot.
- 34.5. **NO SIGN OR TYPING.** No building shall be erected or placed on any lot having a width of less than 10 feet at the adjacent building setback line, nor shall any building be erected or placed on any lot having an area of less than 10,000 square feet.
- 34.6. **REQUIREMENTS.** The installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear corner foot of each lot, or as shown on the plat.
- 34.7. **REQUIREMENTS.** No business or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.
- 34.8. **BUILDING STRUCTURE.** No structure of a temporary character, trailer, bus, house, boat, porch, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
- 34.9. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than six square feet, and signs of not more than five square feet advertising the property for sale or rent, or signs used by a building to advertise any property during the construction and sales period.
- 34.10. **OIL AND FUEL STORAGE.** No oil storage, oil development operations, oil refining, marketing or oilmine operations of any kind shall be permitted on or in any lot, nor shall oil wells, tanks, towers, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- 34.11. **LIVESTOCK AND OTHER.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
- 34.12. **CHARIOT AND TRUCK.** No lot shall be used or maintained as a storage place for vehicles. Trucks, trailers or other vehicles shall not be kept except in sanitary containers. All refrigerators or other equipment for the storage of foodstuffs of such material shall be kept in a clean and sanitary condition.
- 34.13. **TYPE, HEIGHT, LOCATION, AREA.** No fence, wall, house or such structure shall be erected on any lot within the triangular area between the street property lines and a line connecting them at points 20 feet from the intersection of the street. The lines of a lot or the lines of a proposed primary street, from the intersection of the street property lines extended, shall determine the triangular area on any lot within 10 feet from the intersection of a street property line with the side of a driveway or alley way. No tree shall be permitted to remain within such distance of such intersection, unless the foliage does not obstruct or diminish the light to adjacent structures on such street.
- 34.14. **NO SIGN.** No sign shall be constructed in a substantial and substantial manner on any lot.
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PART 12 - APPOINTMENT OF THE COMMITTEE

- 34.1. **APPOINTMENT.** The architectural control committee is composed of three (3) persons, the first Committee Members to be appointed by the Board of Directors, after and two (2) others. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor, subject to the review of the Board of Directors, but its designated representative shall be entitled to any compensation for services rendered pursuant to this covenant. At any time, the then record owner of property on the lots shall have the power through a fully recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any or all present and duties.
- 34.2. **FUNCTIONS.** The Committee approval or disapproval is required in those cases where it is to be written. In the event the Committee or its designated representative fails to approve or disapprove within 10 days after plans and specifications have been submitted to it, or in any event, if no suit to injure the contractor has been commenced prior to the expiration thereof, approval will not be required and the various covenants shall be deemed to have been fully complied with.

PART 13 - GENERAL PROVISIONS

- 34.1. **TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which the said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- 34.2. **ASSIGNMENT.** Enforcement shall be by injunction at law or in equity and/or any person, or persons, violating or attempting to violate, any covenant either for a civil violation or to recover damages.
- 34.3. **RESPONSIBILITY.** Breach of any one of these covenants by default or court order shall in no wise affect any of the other covenants, which shall remain in full force and effect.

WITNESSETH that on this 1st day of February, 1964, the undersigned, the Board of Directors, of the said subdivision, hereby certify that the foregoing is a true and correct copy of the covenants and restrictions as shown on the recorded plat.

[Signature]
Secretary

[Signature]
Deputy Secretary

[Signature]
President

[Signature]
Deputy President

EXHIBIT C

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

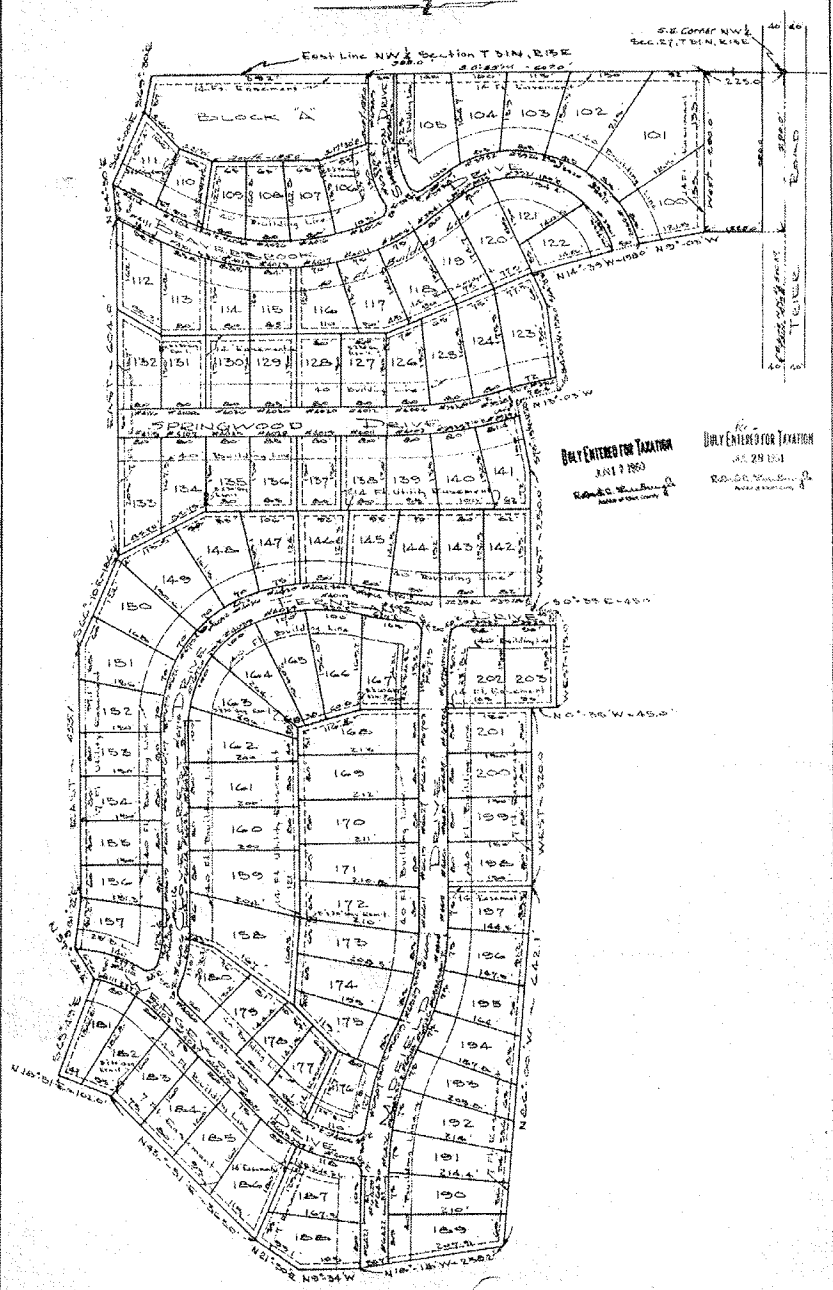
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PLAT OF
MAPLEWOOD PARK, SECTION III
A SUBDIVISION IN 1/4 SECTION 27, T 51 N, R 15 E ALLEN COUNTY

NORTH EASTERN DEVELOPMENT CORP.
FORT WAYNE, INDIANA

H. K. GOTTSCHALK CIVIL ENGINEER
SCALE 1" = 100' MARCH 17, 1940



For Easement See Doc 92-27154 5-19-92

The foregoing plat, dedication, protective restrictions, covenants, easements and agreements are prepared by Henry H. Gottschalk, Registered Professional Civil Engineer, and Henry H. Gottschalk, Attorney at Law.

MINUTES OF THE BOARD OF DIRECTORS OF THE NATIONAL ASSOCIATION OF REALTORS
Held at the Hotel New Yorker, New York City, on the 15th day of May, 1934

The Board of Directors of the National Association of Realtors met in regular session on the 15th day of May, 1934, at the Hotel New Yorker, New York City, at 10:00 o'clock A. M. The following members were present: Mr. J. Edgar Hoover, Chairman; Mr. C. C. ...

Mr. J. Edgar Hoover, Chairman
Mr. C. C. ...
Mr. ...

Resolved, That the Board of Directors do hereby approve the report of the Executive Committee on the subject of the proposed amendments to the National Association of Realtors Code of Ethics, and that the same be referred to the Board of Directors for their consideration.

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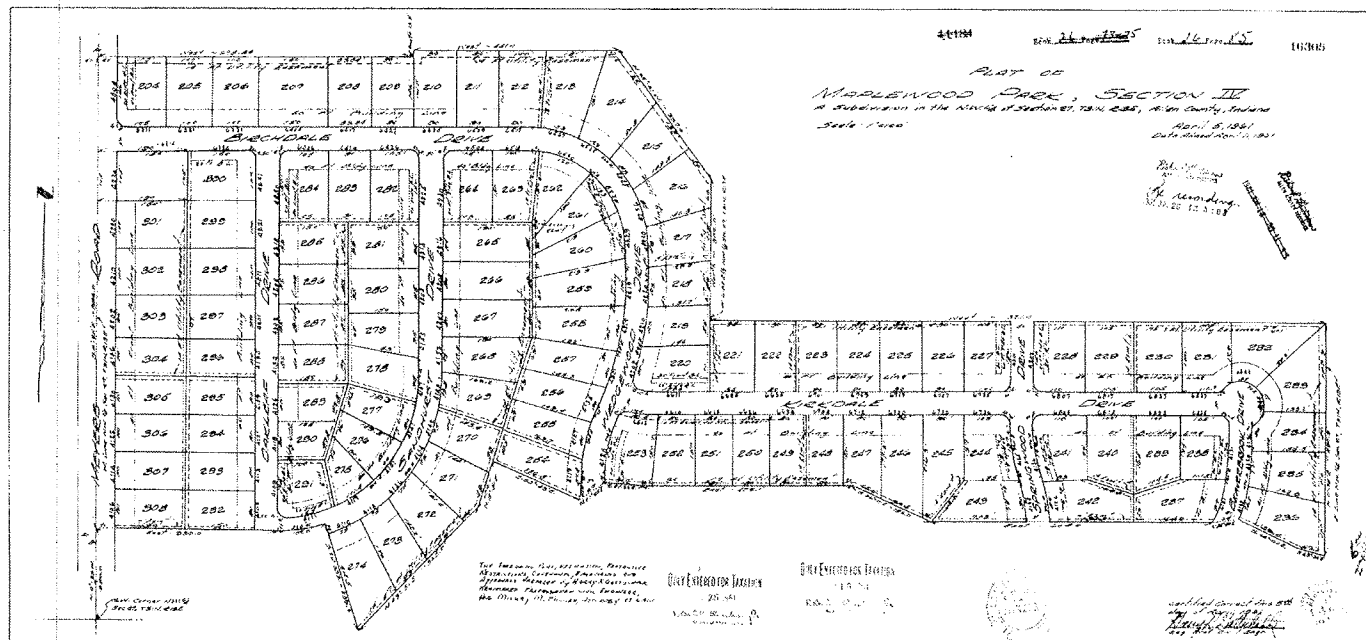
FOR AMENDMENT
See Misc. Rev. 215
Pgs. 280-282
1147-18

FOR AMENDMENT
See Misc. Rev. 218
Pgs. 590-5
27069

Approved and adopted by the Board of Directors of the National Association of Realtors, this 15th day of May, 1934.
J. Edgar Hoover, Chairman
C. C. ...
...

EXHIBIT D

the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals for Maplewood Park,
Section IV and the legal description of the land with which they run.



LEGAL DESCRIPTION OF MAPLEWOOD PARK, SECTION IV

Part of the Northwest quarter of Section 27, Township 31 North, Range 13 East in Allen County, State of Indiana, described as follows, to wit: Beginning at a point on the West line of the Northwest quarter of Section 27, Township 31 North, Range 13 East, said point being situated 1250.0 feet North 0 degrees 35 minutes East of the Southeast corner of the said Northwest quarter of Section 27, Township 31 North, Range 13 East; thence East 390.0 feet; thence Easterly on a curve to the left of 325.0 feet radius 102.0 feet; thence South 26 degrees 21 minutes East 239.5 feet; thence North 43 degrees 51 minutes East 305.0 feet; thence North 18 degrees 51 minutes East 107.0 feet; thence South 55 degrees 40 minutes East 196.8 feet; thence North 57 degrees 26 minutes East 67.0 feet; thence South 81 degrees 22 minutes East 71.2 feet; thence East 455.1 feet; thence South 55 degrees 10 minutes East 196.0 feet; thence East 208.0 feet; thence North 54 degrees 40 minutes East 61.0 feet; thence South 50 degrees East 139.4 feet; thence South 60 degrees 30 minutes East 57.0 feet to a point on the East line of the aforementioned Northwest quarter of Section 27, Township 31 North, Range 13 East, said point being situated 1250.0 feet North 0 degrees 35 minutes East of the Southeast corner of the Northwest quarter of Section 27, Township 31 North, Range 13 East; thence North 0 degrees 35 minutes East along the said East line of the Northwest quarter of Section 27, Township 31 North, Range 13 East 1909.9 feet to the Southeast corner of Maplewood Park, Section 1, a subdivision in the aforementioned Section, Township and Range; thence West along the South line of the said Maplewood Park, Section 1, a subdivision in the aforementioned Section, Township and Range; thence West along the South line of the Northwest quarter of Section 27, Township 31 North, Range 13 East; thence North along said line 308.0 feet; thence North 35 degrees 21 minutes East 337.0 feet; thence East 141.0 feet; thence South 15.5 feet; thence West 678.4 feet to a point on the aforementioned West line of the Northwest quarter of Section 27, Township 31 North, Range 13 East; thence South 0 degrees 35 minutes East along said line 995.0 feet to the point of beginning, containing 38.17 acres of land, more or less, and excepting herefrom that part thereof described as follows, to wit: Beginning at a point on the East line of the Northwest quarter of Section 27, Township 31 North, Range 13 East in Allen County, State of Indiana, said point being situated 1250.0 feet North 0 degrees 35 minutes East of the Southeast corner of the said Northwest quarter of Section 27, Township 31 North, Range 13 East; thence East 390.0 feet; thence Easterly on a curve to the left of 325.0 feet radius 102.0 feet; thence South 26 degrees 21 minutes East 239.5 feet; thence North 43 degrees 51 minutes East 305.0 feet; thence North 18 degrees 51 minutes East 107.0 feet; thence South 55 degrees 40 minutes East 196.8 feet; thence North 57 degrees 26 minutes East 67.0 feet; thence South 81 degrees 22 minutes East 71.2 feet; thence East 455.1 feet; thence South 55 degrees 10 minutes East 196.0 feet; thence East 208.0 feet; thence North 54 degrees 40 minutes East 61.0 feet; thence South 50 degrees East 139.4 feet; thence South 60 degrees 30 minutes East 57.0 feet to the point of beginning, containing 0.15 acres of land, more or less.

Said above tract of land containing 37.72 acres of land, more or less, and subject to grants, easements and rights of way over and across the West 450.0 feet thereof for the Meyers Road.

CERTIFICATE OF PROFESSIONAL CIVIL ENGINEER

I, Harry K. Gortchak, hereby certify that I am a Professional Civil Engineer, licensed in compliance with the laws of the State of Indiana, and that this Plat correctly represents a survey completed by me April 5, 1951 that all the matters shown or stated hereon are true and that their location, size, type and material are accurately shown. Said lots are numbered from 204 to 308 inclusive.



DAILY ENTERED FOR TAXATION APR 6 1951

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO AS A PART OF THE DEDICATION AND PLAT OF MAPLEWOOD PARK, SECTION IV, A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST, ALLEN COUNTY, INDIANA

NORTHEASTERN DEVELOPMENT CORP., an Indiana Corporation, by Chris Baunfer, its President, and Fronnis Joder, its Secretary, hereby declares that it is the Owner of the real estate shown and described in this Plat and does hereby lay off, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. This subdivision shall be known and designated as MAPLEWOOD PARK, SECTION IV, a subdivision in the Northwest quarter of Section 27, Township 31 North, Range 13 East, Allen County, Indiana.

The lots are numbered from 204 to 308, both inclusive, and all dimensions are shown in feet and decimals of a foot on the Plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purpose.

PART "A" - RESIDENTIAL AREA COVENANTS

- A-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height. Each house shall include a garage, which shall be built as part of said structure and attached thereto.
A-2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless otherwise approved. Approval shall be as provided in Part "B".
A-3. DWELLING SIZE AND QUALITY. No dwelling shall be built on any lot having a ground floor area of the minimum structure, exclusive of one-story porch, breezeway or garage, of less than 1120 square feet for one-story building, nor less than 300 square feet for a dwelling of more than one-story, except on lots numbered 204 through 232, both inclusive, the ground floor area of the minimum structure shall not be less than 1100 square feet for a one-story dwelling nor less than 900 square feet for a dwelling of more than one-story.
A-4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 10 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 7 1/2 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.
A-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 2,000 square feet.
A-6. EASEMENTS. Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat and over the rear seven feet of each lot, or as shown on the plat.
A-7. NEIGHBORHOOD. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

DAILY ENTERED FOR TAXATION APR 6 1951

APR 6 1951

- A-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
A-9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 100 square feet, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a dealer to advertise the property during the construction and sales period.
A-10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
A-11. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
A-12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
A-13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
A-14. All buildings shall be constructed in a substantial and workmanlike manner and of new materials. No roll roofing, asbestos shingle siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any building on any lots of said subdivision, and no roll roofing of any description or character shall be used on the roof of any dwelling house or attached garage on any of said lots. All chimneys shall be of masonry construction.
A-15. DRIVES. All driveways from the street to garage shall be of poured concrete and not less than 10 feet in width.
A-16. All oil or fuel storage tanks shall be installed under ground or concealed within the main structure of the dwelling house, its basement or attached garage.
A-17. No individual water supply system, or individual sewage system shall be installed, maintained or used on any lots in this subdivision.
A-18. 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, stretch, construct, repair, operate, regulate, maintain and restore all and every type of gas main, water main and sewer main (Sanitary and/or Storm) with all necessary appurtenances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

- A-19. The utility operating the sewer lines and sewage disposal plant for said Subdivision, or assignee, shall have jurisdiction over the installation of all sewer connections and the same shall be installed to the front property line of each lot by the developer. All materials to be used in continuing sewer lines from front property line to the house shall be of materials used in the initial installation. (Specifications - six (6) inch, 15-lb vitrified tile using Wedglock Seal, or the equal thereof.) The said installation shall be left for inspection by the developer or agent.
- A-20. No rain and storm water run off or such things as roof water, street pavement and surface water caused by natural precipitation shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Run Off Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Run Off Sewer System.
- A-21. North Eastern Development Corp., its assigns or successors, shall install all water connections to main lines and shall extend the same to curb boxes on either side of the street. All water connections from curb boxes to house shall be of 3/4 inch type "M" copper.
- A-22. No fence shall be erected or maintained in the area contained between street lines and the front building lines of any lot in the said subdivision.

PART "B" - ARCHITECTURAL CONTROL COMMITTEE

- B-1. MEMBERSHIP. The Architectural Control Committee is composed of three (3) persons, the first Committee Members to be: Chris Steuffer, Tremis Yoder and Henry Miller. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time the record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee, or to withdraw from the Committee or restore to it any of its powers and duties.
- B-2. PROCEDURE. The Committee's approval, or disapproval, as required in these covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove, within 30 days after plans and specifications have been submitted to it, or in any event, if he fails to join in the construction has been commenced prior to the expiration thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART "C" - GENERAL PROVISIONS

- C-1. TERM. The restrictions and covenants herein contained shall run with the land and be effective for a period of fifty (50) years, unless the covenants are altered or amended by the owners of 50% of the lots in said addition at the time the alterations or amendments to the restrictions and covenants are made. The term "owners" shall be the person, firm, or corporation in whose name the fee simple title appears of record in the Office of the Recorder of Allen County, Indiana.

- C-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person, or persons, violating, or attempting to violate, any covenant either by restraint violation or to recover damages.
- C-3. SEVERABILITY. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
- C-4. PROHIBITION. Before any house or building on any lot or tract in this subdivision shall be used and occupied as a dwelling or as otherwise provided in the subdivision restrictions above, the developer or any subsequent owner of said lot or tract shall install all improvements serving said lot or tract as provided in said plans and specifications for this addition filed with the Board of County Commissioners. This covenant shall run with the land and be enforceable by the County of Allen, Indiana, or by any aggrieved lot owner in the subdivision.
- C-5. DEFINITIONS. For the purpose of this plat and the covenants appended thereto, the word "lot" may mean either any of said lots as platted or any tract or tracts of land as conveyed originally or by subsequent owners which may consist of one or more lots or parts of one or more lots as platted upon which a residence may be erected in accordance with the restrictions hereinabove set out or such further restrictions as may be imposed by any applicable zoning ordinance. PROVIDED, HOWEVER, no tract of land consisting of part of any one lot or parts of more than one lot shall be considered a "lot" unless said tract of land has a frontage of 65 feet in width at the established building line as shown on the plat.

IN WITNESS WHEREOF, North Eastern Development Corp., an Indiana Corporation, by Chris Steuffer, its President, and Tremis Yoder, its Secretary, Clerk of the real estate described in said plat, has hereunto set its hand and seal by its duly authorized officers, this 24th day of April, 1961.

NORTH EASTERN DEVELOPMENT CORP.
 By: Chris Steuffer President
 By: Tremis Yoder Secretary

STATE OF INDIANA)
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State, personally appeared North Eastern Development Corp., an Indiana Corporation, by Chris Steuffer, its President, and Tremis Yoder, its Secretary, and acknowledged the voluntary execution of the Plat herewith for the purpose and uses therein set forth this 24th day of April, 1961.

By: Paul M. Phillips Notary Public

My Commission Expires: Jan. 9, 1965



APPROVED:

BOARD OF COMMISSIONERS Allen County, Indiana	COUNTY PLAT COMMISSIONER Allen County, Indiana	BOARD OF PUBLIC WORKS Fort Wayne, Indiana
<u>William W. Stahke</u>	<u>Walter W. Stahke</u>	<u>John W. Stahke</u>
<u>John W. Stahke</u>	<u>John W. Stahke</u>	<u>John W. Stahke</u>
<u>John W. Stahke</u>	<u>John W. Stahke</u>	<u>John W. Stahke</u>
<u>John W. Stahke</u>	<u>John W. Stahke</u>	<u>John W. Stahke</u>
<u>John W. Stahke</u>	<u>John W. Stahke</u>	<u>John W. Stahke</u>



The foregoing plat, dedication, protective restrictions, covenants, agreements and approvals were prepared by Harry K. Gottschalk, Registered Professional Civil Engineer, and Mickey M. Miller, Attorney at Law.

EXHIBIT E

The Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals for Maplewood Gardens,
Section 1, and the legal description of the land with which they run.

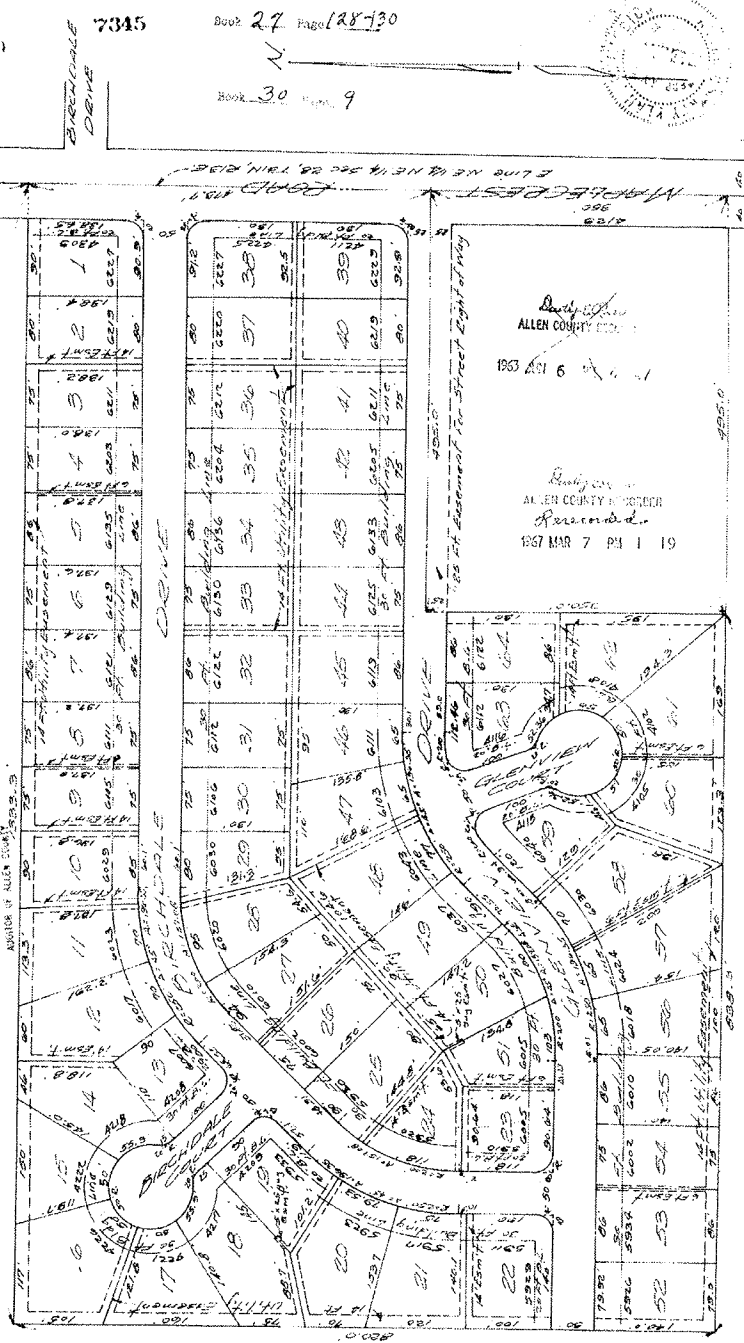
PLAT OF
MAPLEWOOD GARDENS, SECTION 1,
A SUBDIVISION IN THE N.E. 1/4 N.E. 1/4 SECTION 28,
T8N R9E, Allen County, Indiana
Scale: 1"=100'

ONLY ENTERED FOR TAXATION
JUN 6 1963
Walter J. Sumner
MAYOR OF ALLEN COUNTY

ONLY ENTERED FOR TAXATION
MAY 7 1963
Walter J. Sumner
MAYOR OF ALLEN COUNTY

INDIANA C.R. NO. 37

N.E. CORNER OF
N.B. 1/2 SEC. 28,
T8N R9E



7345

Book 27 Page 128730

Hook 30 Page 9



Allen County, Indiana
1963 APR 6 PM 11

Allen County, Indiana
1967 MAR 7 PM 1 19

certified correct this
second day of May 1963
Walter J. Sumner
Mayor

28
4

Book 27 Page 122

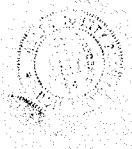
LEGAL DESCRIPTION OF MAPLEWOOD GARDENS SECTION 1 A SUBDIVISION IN THE N.E. 1/4 OF THE N.E. 1/4 OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 13 EAST ALLEN COUNTY, INDIANA

Part of the Northeast quarter of the Northeast quarter of Section 28, Township 31 North, Range 13 East in Allen County, Indiana, described as follows, to wit: Beginning at a point situated 140.0 feet South of the Northeast corner of the Northeast quarter of the Northeast quarter of Section 28, Township 31 North, Range 13 East, said point also being situated on the easterly side of the Maplecrest Road, a public thoroughfare also being situated on the easterly side of the aforementioned South along said line in the aforementioned Section, Township and Range thence continuing South along said line 473.7 feet; thence West parallel to the South line of the aforementioned Northeast 1/4 of Section 28, Township 31 North, Range 13 East 495.0 feet; thence South parallel to the East line of the aforementioned Northeast 1/4 of Section 28, Township 31 North, Range 13 East 350.0 feet to a point on the South line of the Northeast quarter of the Northeast quarter of Section 28, Township 31 North, Range 13 East; thence West along said line 836.3 feet to the Southwest corner of the Northeast quarter of the Northeast quarter of Section 28, Township 31 North, Range 13 East; thence North along the West line of the Northeast quarter of Section 28, Township 31 North, Range 13 East 600.0 feet; thence East parallel to the North line of the Northeast quarter of the Northeast quarter of Section 28, Township 31 North, Range 13 East 600.0 feet; thence East parallel to the North line of the Northeast quarter of the Northeast quarter of Section 28, Township 31 North, Range 13 East 133.5 feet to the point of beginning, containing 21.12 acres of land, more or less, and subject to grants of easement and right of way over and across the East 40.9 feet thereof for the Maplecrest Road.

CERTIFICATE OF PROFESSIONAL CIVIL ENGINEER

I, Harry K. Ostrowski, hereby certify that I am a Professional Civil Engineer, licensed in compliance with the laws of the State of Indiana, and that this plat, correctly represents a survey completed by me May 28, 1963, that all the markers shown thereon actually exist and that their location, size, type and material are accurately shown. Said lots are numbered from 1 to 64, both inclusive.

Harry K. Ostrowski



DULY ENTERED FOR TAXATION JUN 6 1963 Walter J. Johnson CLERK OF SALES COUNTY

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPLICABLE TO A PART OF THE DEDICATION AND PLAT OF MAPLEWOOD GARDENS, SECTION 1, A SUBDIVISION IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 13 EAST, ALLEN COUNTY, INDIANA

NORTH EASTERN DEVELOPMENT CORP., an Indiana corporation, by Chris Stauffer, its President, and Joseph L. Zehr, its Vice President, hereby declares that it is the owner of the real estate shown and described in this Plat and does hereby lay out, plat and subdivide said real estate in accordance with the information shown on the filed plat, being the certified plat appended hereto and incorporated herein. This subdivision shall be known and designated as MAPLEWOOD GARDENS, SECTION 1, a subdivision in the Northeast quarter of the Northeast quarter of Section 28, Township 31 North, Range 13 East, Allen County, Indiana.

The lots are numbered from 1 to 64, both inclusive, and all dimensions are shown in feet and decimals of a foot of the Plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purpose.

PART "A" - RESIDENTIAL AREA COVENANTS

- A-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two-stories in height. Each house shall include a garage, which shall be built as part of said structure and attached thereto.
A-2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, and harmony of external design with existing structures, and grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.
A-3. FRONT YARD SETBACK. No building shall be built on lots numbered 1, 28 and 32 having a front yard area upon the foundation, exclusive of one-story open porches, breezeway or garage, of less than 1100 square feet for a one-story building, nor of less than 800 square feet for a dwelling of more than one story. No building shall be built on any other lot in said addition having a second floor area upon the foundation, exclusive of one-story open porches, breezeway or garage, of less than 500 square feet for a dwelling of more than one story. Notwithstanding, that any one-story residence so constructed that an attached garage is constructed beneath any portion of the second floor thereof, the area of the area of the garage as shall be located under the second floor shall be included for purposes of determining the "gross floor area upon the foundation."

- A-2. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded Plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.
A-3. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 2,000 square feet.
A-4. EASEMENTS. Easements for the installation and maintenance of utility and drainage facilities are reserved over the rear seven (7) feet of each lot and/or as shown on the plat.
A-5. NEIGHBORHOOD. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
A-6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, easement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
A-7. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
A-8. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any lot. Noerrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
A-9. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
A-10. GARBAGE AND WASTE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All refrigerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
A-11. FENCE DISTANCE AT INTERSECTIONS. No fence, wall hedge or other structure which obstructs sight line at elevations between 2 and 4 feet above roadways, shall be placed or permitted to remain on any corner lot within the triangular

- area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rear yard property corner, from the intersection of the street property lines extended. The same setback-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be planted or maintained within such distances of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
A-11. All buildings shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos shingle siding, or similar materials shall be used in the exterior construction of any building on any lot of said subdivision, and no roll roofing of any description or character shall be used on the roof of any dwelling house or attached garage on any of said lots.
A-12. DRIVEWAYS. All driveways from the street to the garage shall be poured concrete and not less than 10 feet in width.
A-13. All oil or fuel storage tanks shall be installed under ground or concealed within the main structure of the dwelling house, its basement or attached garage.
A-14. No individual water supply system, or individual sewage disposal system shall be installed, maintained or used on any lots in this subdivision.
A-15. In addition to the utility easements herein designated, easements in the streets, and also 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, run, 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 appurtenances, appurtenances, to all reasonable requirements of maintenance and repair of said streets.
A-16. The utility operating the sewer lines and sewage disposal plant for said subdivision, or assigns, shall have jurisdiction for the installation of all sewer connections and the care and maintenance of the front property line of each lot. It shall be installed to the front property line of each lot by lines from front property line to the house shall be of six (6) inch, cast-iron pipe using manhole connections. The said installation shall be left for inspection by the developer or agent.
A-17. No rain and storm water run off or such things as roof water, street pavement and surface water caused by natural precipitation shall at any time be discharged into or permitted to flow into the sanitary sewage system, which shall be a separate sewer system from the storm water and surface water run off sewer system. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned storm water and surface run off sewer system.



A-21. North Eastern Development Corp., its assigns or successors, shall install all water connections to main lines and shall extend the same to curb boxes on either side of the street. All water connections from curb boxes to house shall be of 3/4 inch type "M" copper, installed by owner, having a 5/8 inch by 7-1/2 inch galvanized pipe nipple with proper tail pieces for the future installation of a water meter, suitably located and installed. No water will be furnished until such installation.

PART "M" - ARCHITECTURAL CONTROL COMMITTEE

M-1. MEMBERSHIP. The Architectural Control Committee is composed of three members, the first Committee members to be Chris Stauffer, Francis Zahr and Joseph L. Zahr. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

M-2. PROCEDURE. The Committee's approval, or disapproval, as required by these covenants, shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enforce the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART "N" - GENERAL RESTRICTIONS

N-1. TERM. The restrictions and covenants herein contained shall run with the land and be effective for a period of Fifty (50) years, unless, prior to the expiration of fifty (50) years, said restrictions and covenants are altered or amended by the owners of 50% of the lots in said addition at the time the alteration or amendment of restrictions and covenants are made; PROVIDED, HOWEVER, North Eastern Development Corp., its successors or assigns, shall have the exclusive right for one (1) year from the date of recording of this plat, to amend any of the covenants or restrictions except A-3 above.

The term "owners" shall be the person, firm, or corporation in whose name the fee simple title appears or record in the Office of the Recorder of Allen County, Indiana.

N-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person, or persons, violating, or attempting to violate, any covenant either to restrain violation or to recover damages.

N-3. INVALIDITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

N-4. RESTRICTION. Before any house or building on any lot or tract in this subdivision shall be used and occupied as a dwelling or as otherwise provided in the subdivision restrictions above, the developer or any subsequent owner

of said lot or tract shall install all improvements serving said lot or tract as provided in said plans and specifications for this addition filed with the Board of Commissioners. This Covenant shall run with the land and be enforceable by the County of Allen, Indiana, or by any approved lot owner in the Subdivision.

C-5. DEFINITIONS. For the purpose of this Plat and the Covenants appended thereto, the word "LOT" may mean either any of said lots as platted or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more lots or parts of one or more lots as platted upon which a residence may be erected in accordance with the restrictions hereinabove set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no tract of land consisting of part of any one lot or parts of more than one lot shall be considered a "LOT" unless said tract of land has a frontage of 30 feet in width at the established building line as shown on this Plat.

IN WITNESS WHEREOF, North Eastern Development Corp., an Indiana corporation, by Chris Stauffer, its President, and Joseph L. Zahr, its Vice President, Owner of the real estate described in said Plat, has hereunto set its hand and seal by its duly authorized officers this 22nd day of May, 1963.

NORTH EASTERN DEVELOPMENT CORP.

By Chris Stauffer, its President

By Joseph L. Zahr, its Vice President

STATE OF INDIANA

COUNTY OF ALLEN

I, _____, a Notary Public, do and for said County and State, personally appeared North Eastern Development Corp., an Indiana corporation, by Chris Stauffer, its President, and Joseph L. Zahr, its Vice President, and acknowledged the voluntary execution of the Plat herewith for the purposes and uses therein set forth, and on behalf of said corporation, this 22nd day of May, 1963.

Elizabeth Lamb, Notary Public

My Commission expires October 20, 1965



APPROVALS:

BOARD OF COMMISSIONERS

Allen County, Indiana

Harry A. Smith, President

John R. Hartman, Vice President

Glenn H. Lake, Secretary

BOARD OF PUBLIC WORKS

Port Wayne, Indiana

Paul F. Koontz, Chairman

S. L. Smith, Member

Herkeley Ward, Member

COUNTY PLAN COMMISSION

Allen County, Indiana

Clis A. McCadden, President

Walter W. Hill, President

Franklin H. Hatterley, Secretary

Raymond B. Brown

Raymond B. Brown

Raymond B. Brown

Raymond B. Brown

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Raymond B. Brown

The foregoing Plat, Dedication, Protective Restrictions, Covenants, Easements and Approvals prepared by Harry A. McCadden, Notary Public, Commissioners, Board of Public Works, and Albee G. Miller, Attorney at Law.

AFFIDAVIT OF RECORDING COMPLIANCE

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

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

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

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

1. A copy of the Declaration and a ballot, with a self addressed envelope, postage pre-paid, was delivered to each property within the Association's limits;

2. After the Declaration and ballot had been sent to the members, two town hall meetings were held to provide a forum for questions, comments, and recommendations to be given by the members. Several Ballots were collected at the meetings from members in attendance. Affiant witnessed each signature of those in attendance at the meetings.

3. The ballot provided for the option to adopt or reject the Declaration by signing on the appropriate line indicating that the member was voting "YES" to adopt the declaration, or "NO" to reject the declaration.

4. The signed ballots returned to the attorney's office, via postage pre-paid envelope, adopting the Declaration were logged into the spreadsheet (the "Spreadsheet") attached as Exhibit A, indicating the Owner's address and the owner whose signature appeared on the ballot. The ballots submitted at the meetings were merged into the Spreadsheet;


5. The Association's directors did do minimal door-to-door canvassing to collect the number of ballots with a "YES" vote required to adopt the Declaration.

6. All signatures of the property owners who voted to adopt the Declaration were verified against the Allen County Indiana - Public Access Tax Information confirming the signatures on the returned ballots matched the names of the registered property owners;

7. Any discrepancies were followed up by a visit to verify ownership or counted as a NO vote if the signature could not be verified;

8. The Spreadsheet contains only the names and addresses of verified property owners who voted "YES" to adopt the Declaration.

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



Signature of Affiant / Richard G. Uhrick, Notary Public
Resident of Allen County

My Commission Expires:

12-31-2014

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

EXHIBIT A

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

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

1.	4221	Brooklawn Dr.	Buxton, Claudia
2.	4233	Brooklawn Dr.	Shreve, James W & Alicia M
3.	4243	Brooklawn Dr.	Marshall, Thomas & Diana
4.	4220	Kenfield Dr.	Cordray, Paul
5.	4222	Kenfield Dr.	Jennings, Rodrick & Pamela
6.	4224	Kenfield Dr.	Langston, Earl & Carmen
7.	6711	Lawnwood Dr.	Wells, Thelma
8.	6718	Lawnwood Dr.	Shellhaas, J.
9.	6719	Lawnwood Dr.	Gillie, Tammy
10.	6730	Lawnwood Dr.	Langston, Earl
11.	6740	Lawnwood Dr.	Horn, Wayne & Judith
12.	6743	Lawnwood Dr.	Fredricks, James & Luanne
13.	6805	Lawnwood Dr.	Reese, Jeffrey A
14.	6810	Lawnwood Dr.	Wilt, Rodney M. & K.
15.	6818	Lawnwood Dr.	Inge, Cleveland E. Sr.
16.	6829	Lawnwood Dr.	Becker, Michelle
17.	6841	Lawnwood Dr.	Scott, Donald B. & Ardola J.
18.	6844	Lawnwood Dr.	Kaufman, Curtis & Katrina
19.	6850	Lawnwood Dr.	Evans, Michael W. & Katrina
20.	6705	Woodcrest Dr.	Baresic, Deborah
21.	6717	Woodcrest Dr.	Scherer, Stanley W. & Debra K.
22.	6720	Woodcrest Dr.	Mundt, Richard L. & Mary L.
23.	6732	Woodcrest Dr.	Zerkle, Richard D. & Mary E.
24.	6806	Woodcrest Dr.	Rhoades, Ronald L.
25.	6821	Woodcrest Dr.	Braasch, Bryson
26.	6828	Woodcrest Dr.	Vaught, Daisy
27.	6845	Woodcrest Dr.	Byrd, Linda S. (Witham)
28.	6853	Woodcrest Dr.	Langin, Patrick C.

All Addresses Above Are Located in Allen County, Fort Wayne, Indiana 46815.

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

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

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

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

1.	3901	Beaverbrook Dr.	Seigel, Jack E Sr (POA)
2.	3902	Beaverbrook Dr.	Pcoples, Darkeevin & Ashley
3.	3920	Beaverbrook Dr.	Pfeiffer Donald E & Betty L
4.	3930	Beaverbrook Dr.	Sataphong, Chanchai & Lynne
5.	3940	Beaverbrook Dr.	Wilsford, Ember
6.	3941	Beaverbrook Dr.	Bashore, Margarete J.
7.	4006	Beaverbrook Dr.	Jones, Carlos M
8.	4016	Beaverbrook Dr.	Werling, William L & Jill L
9.	4026	Beaverbrook Dr.	Watson, Ann
10.	4034	Beaverbrook Dr.	Daniel, Mary Virginia
11.	4101	Beaverbrook Dr.	Smith, Ryan & Jennifer
12.	6616	Clovercrest Dr.	Lehman, Betty J.
13.	6635	Clovercrest Dr.	Kissinger, David
14.	6636	Clovercrest Dr.	Butler, Keith & Anita
15.	6707	Clovercrest Dr.	Springer, Winston W.
16.	6721	Clovercrest Dr.	Burke, David M & Kelly
17.	3905	Fernbank Dr.	Chen, Jennie & Gavin
18.	4009	Fernbank Dr.	Cornell, Patricia
19.	4014	Fernbank Dr.	Burns, Richard & Kimberly
20.	4019	Fernbank Dr.	Schibley, Jacelyn S.
21.	4022	Fernbank Dr.	Eisberg, Barbara
22.	4029	Fernbank Dr.	Smith, Cynthia M.
23.	4030	Fernbank Dr.	Hickman, Lucille
24.	6421	Midfield Dr.	Hartman, Andrew
25.	6422	Midfield Dr.	Barrett, J. M. & Marie E.
26.	6429	Midfield Dr.	Judy, P. Michael & Deborah A.
27.	6430	Midfield Dr.	Wert, Beverly A.
28.	6436	Midfield Dr.	Cross, Jacob & Jamie
29.	6507	Midfield Dr.	Buckholz, Rachel M.
30.	6519	Midfield Dr.	Lott, Randale & Angel
31.	6526	Midfield Dr.	Henschen, Kenneth B.
32.	6529	Midfield Dr.	Spurling, Kyle
33.	6534	Midfield Dr.	Dollarhite, Lannie L.
34.	6611	Midfield Dr.	Dunno, Linda s.
35.	6612	Midfield Dr.	Werling, Betty
36.	6627	Midfield Dr.	Ream, Sally
37.	6630	Midfield Dr.	Sample, Michael A.
38.	6635	Midfield Dr.	Smith, Randy D.
39.	6638	Midfield Dr.	Ort, Joan R.
40.	3928	Springwood Dr.	Leary, James G. & Lorraine S.
41.	3935	Springwood Dr.	Calkins, Gregory P. & Katie Sue
42.	4004	Springwood Dr.	Ledbetter, George P.
43.	4020	Springwood Dr.	Main, Sharon L.

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

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

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

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

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

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

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