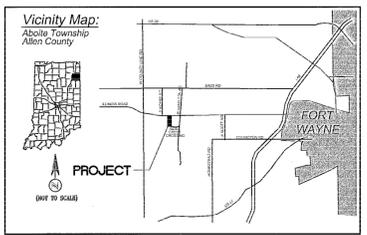




2017050288
RECORDED: 09/21/2017 11:55:41 AM
ANITA MATHER
ALLEN COUNTY RECORDER
FORT WAYNE, IN



Legal Description:

A tract of land located in the Northwest Quarter of Section 8, T30N, R11E, in Allen County, the State of Indiana, more fully described as follows:

COMMENCING at an Iron Rail Post situated in the Southeast corner of Lot #233 in Bridgewater Section VII as recorded in Allen County Plat Cabinet "E", page 142 (Document #202107051); Thence North 00 Degrees 25 Minutes 21 Seconds West (Indiana State Plane Coordinate System East Zone-GPS Grid Basis of Bearings), a distance of 595.00 feet along the East line of said Bridgewater Section VII to a Rebar stake with cap (Sauer) in the North right-of-way line of Ridge Crest Crossing as conveyed to Oakmont Development Co., LLC in Allen County Document #202053703 (See also Document #202048303 & #204039065); Thence North 00 Degrees 25 Minutes 21 Seconds West, a distance of 319.67 feet along the East line of said Bridgewater Section VII to a Rebar stake with cap (FIRM 0042) in the Southwest corner of the Villas at Summit Reserve Section I as recorded in Allen County Document No. 2015060306 (Plat Cabinet G, page 122); Thence North 00 Degrees 25 Minutes 21 Seconds West, a distance of 192.43 feet along the East line of said Bridgewater Section VII and of Bridgewater Section VIII as recorded in Allen County Plat Cabinet "F", page 6 (Document #204037387) to a Rebar stake with cap (FIRM 0042) in the Northwest corner of said Villas at Summit Reserve Section I; Thence North 00 Degrees 25 Minutes 21 Seconds West, a distance of 533.40 feet along the East line of said Bridgewater Section VIII to a Rebar stake with cap (FIRM 0042), the TRUE POINT OF BEGINNING; Thence North 00 Degrees 25 Minutes 21 Seconds West, a distance of 398.88 feet along the East line of said Bridgewater Section VIII and of the tract of land conveyed to Bridgewater Commercial Center, LLC in Allen County Document #205061541 to a Rebar stake with cap (FIRM 0042); Thence South 85 Degrees 23 Minutes 31 Seconds East, a distance of 456.57 feet along the South line of the Utility Easement #2 (20 feet in width) granted to Utility Center, Inc. d/b/a Aqua Indiana, Inc. in Allen County Document #205082542 to a Rebar stake with cap (FIRM 0042); Thence South 83 Degrees 05 Minutes 50 Seconds East, a distance of 164.02 feet along the South line of said Utility Easement to a Rebar stake with cap (FIRM 0042); Thence South 00 Degrees 25 Minutes 21 Seconds East, a distance of 432.04 feet; Thence North 81 Degrees 45 Minutes 22 Seconds West, a distance of 624.63 feet to the POINT OF BEGINNING, said tract containing 5.924 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record.

Secondary Plat Villas at Summit Reserve Section III

A Multi-Family Development located in the Northwest Quarter of Section 8, Township 30 North, Range 11 East.
Allen County, Indiana

Notes:

- 1. All Park Areas, Common Areas, or Block Areas to have a blanket Utility and Surface Drainage Easement.
- 2. All buried utilities must allow for proposed Drainage Swale grades as found in plans.
- 3. FPG denotes Flood Protection Grade as defined in the Allen County, Indiana Stormwater Ordinance Technical Standards Manual, for structure openings to the rear of the lot only.
- 4. U.&S.D. Esmt denotes Utility and Surface Drainage Easement.
- 5. BL denotes Building Line
- 6. Utility Esmt denotes Utility Easement.
- 7. SL Esmt denotes Street Light Easement.
- 8. SD Esmt denotes Surface Drainage Easement.
- 9. RD Esmt denotes Regulated Drain Easement
- 10. # denotes Property Address
- 11. All Lot corners and Plat corners monumented by a 5/8" x 24" rebar stake with cap (FIRM#0042) unless otherwise noted.
- 12. According to Flood Insurance Rate Map Community Panel Number 18003 C 0254G, this property lies in Zone X. Zone X is defined as "Areas determined to be outside the 0.2% annual chance floodplain".
- 13. Rear yard Building Line for all lots to be 25ft except those lot lines bordering a Common Area to be 15ft.
- 14. Side yard setback for all lots to be 5ft.

Benchmark Data:

BM #1: Brass Plaque in Concrete Grade Beam - Approximately 60ft Southwest of the southwest corner of Lot 13 in Section II.
Elev: 832.04 (NAVD 88)

Developer:

Summit Reserve, LLC.
1020 Woodland Plaza Run
Fort Wayne, IN 46825
Tel: (260) 490-1417



Job# 1405-01

Approved this 15 day of September, 2017

Allen County Board of Commissioners
President, Therese M. Brown
Therese M. Brown
Vice President, F. Nelson Peters

Secretary, Linda K. Bloom

Attest: Nicholas D. Jordan, CPA, Auditor
Allen County, Indiana

Approved this 18 day of September, 2017
Allen County Plan Commission

Susan Hoot
President, Susan Hoot

Vice President, David Bailey

Approved this 14 day of SEPT., 2017

Jeffrey W. Sorg, P.S., Allen County Surveyor

Confirmed this 18 day of September, 2017
Allen County Department of Planning Services

Kimberly R. Bowman, Executive Director

We, Summit Reserve, LLC, the undersigned owners by virtue of those certain deeds shown in Document No. 2016052968, in the Office of the Recorder of Allen County, Indiana, of the real estate shown and described herein, do hereby lay off, plat dedicate and subdivide said real estate into Lots, Streets and Easements in accordance with the information shown on the Plat. Further, we hereby subject and impress all of said land in said addition with the limitations and easements attached hereto and made a part thereof by reference. This subdivision shall be known and designated as Villas at Summit Reserve Section III, an addition to the County of Allen, Indiana.

In witness whereof, Summit Reserve, LLC, organized and existing under the laws of the State of Indiana, Owner of the real estate described in said Plat, has herunto set its hand, by its duly authorized officer, this 25 day of August, 2017

Summit Reserve, LLC
By: *Daniel A. Brown*
Printed: Kathy Hartman

Land Surveyor Certification:

I, Daniel A. Brown, hereby certify that I am a Land Surveyor registered in compliance with the laws of the State of Indiana, that to the best of my knowledge and belief this plat and accompanying legal description accurately represents a subdivision of real estate as described in Document No. 2016052968 in the Office of the Recorder of Allen County, Indiana; that this plat was prepared under my direct supervision; that all markers shown thereon actually exist or will be set and that their locations, size, type and material are accurately shown; that this subdivision is within the tract of real estate shown on the retracement or original survey certified by Daniel A. Brown as recorded in Document No. 208066233 in the Office of the Recorder of Allen County, Indiana as required by 865 IAC 1-12-12; and that there has been no change from the matters of survey revealed by the above referenced survey, or any prior subdivision plats contained therein, on any lines that are common with this subdivision.

Dated this 25th day of August, 2017

SIGNED: *Daniel A. Brown*

Daniel A. Brown
Auburn, IN
INDIANA RLS #LS 20400013

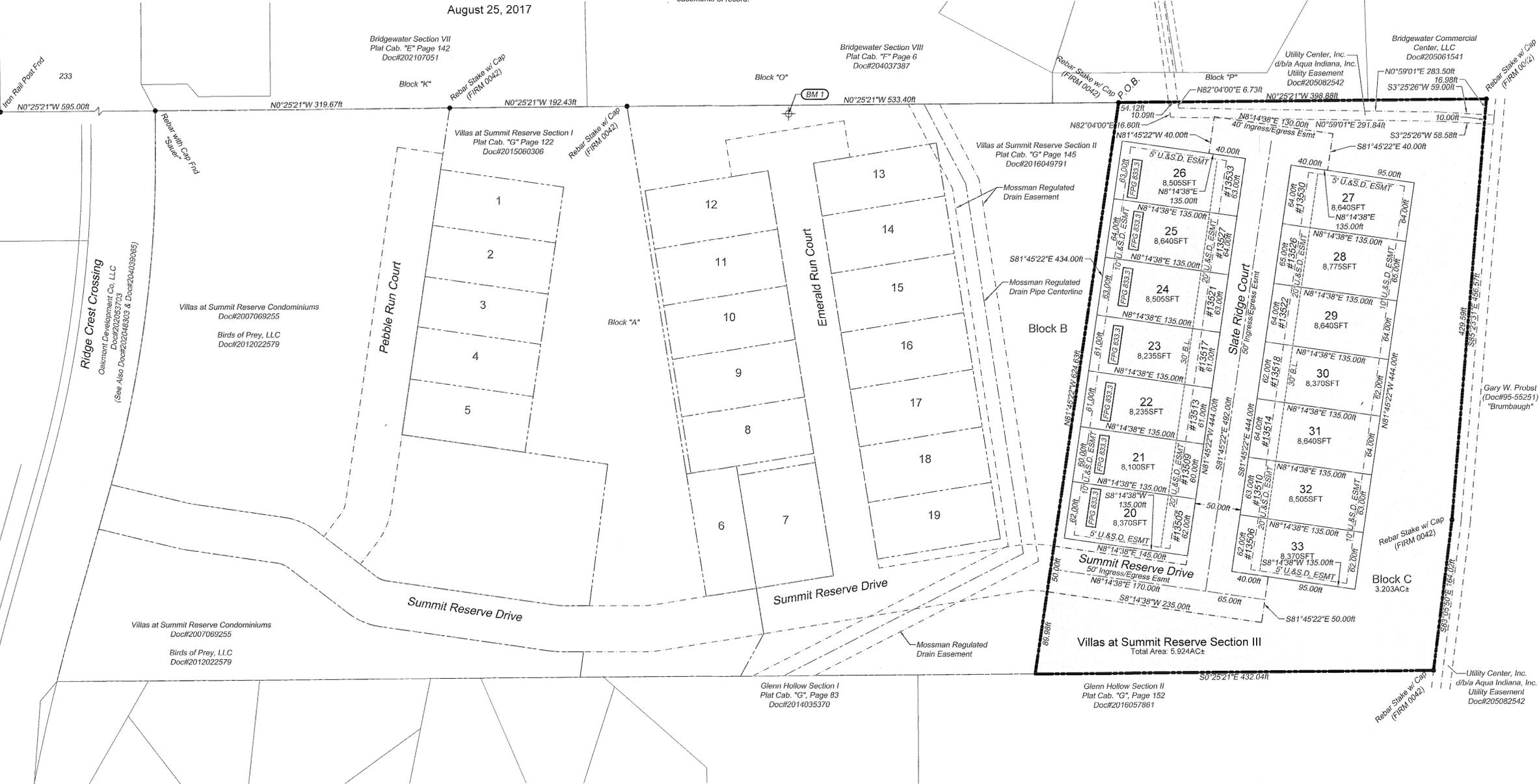
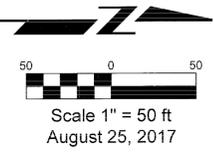


I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.
Daniel A. Brown.
Document Prepared By Daniel A. Brown

Regulated Drain Easement:
Pursuant to the Indiana Drainage Code (IC 36-9-27) the undersigned owners filed a petition with the Allen County Drainage Board (duplicated with the Allen County Surveyor) requesting that portions of the storm drainage system and easements for this development be accepted into the County's Regulated Drainage System. The portions of the storm drainage system and easements that have been accepted into the County's Regulated Drainage System are designated on this plat as Regulated Drainage Easements (RDE's). The Allen County Drainage Board has jurisdiction over the Regulated Drains within this development (IC 36-9-27-15) and may exercise its powers and powers as provided in the Indiana Drainage Code (IC 36-9-27) relative to those drains (e.g., levy an annual assessment per lot). The Regulated Drains provide for the collection and conveyance of stormwater. The RDE's are established for the installation, operation, maintenance, and reconstruction of the Regulated Drains in accordance with IC 36-9-27 and with the Allen County Stormwater Management Ordinance.

The Allen County Drainage Board assumes no responsibility for any stormwater assessments and/or improvements within this development that have not been accepted into the County's Regulated Drainage System. Other parties (e.g., individual lot owners or the homeowners' association) are responsible for the operation, maintenance, and reconstruction of those improvements.

Drainage System Table:
Storm Sewer Drainage 442ft





Plat Cab G pg 182
**DEDICATION OF PROTECTIVE
 RESTRICTIONS, COVENANTS, LIMITATIONS,
 EASEMENTS, AND APPROVALS OF THE PLAT OF
 VILLAS AT SUMMIT RESERVE SUBDIVISION, SECTION III,
 A SUBDIVISION IN SECTION 8 OF ABOITE TOWNSHIP,
 ALLEN COUNTY, INDIANA**

Summit Reserve, LLC, an Indiana limited liability company, declares that it is the Developer of Villas at Summit Reserve Subdivision, Section III, and in such capacity, makes this Dedication of Protective Restrictions, Covenants, Limitations, Easements, and Approvals of the Plat of Villas of Summit Reserve Subdivision, Section II, a residential subdivision plat in Section 8 Aboite Township, Allen County, Indiana, which shall apply to all of the Lots. The Villas at Summit Reserve Subdivision, to which these Covenants pertain is distinct from the Villas at Summit Reserve Condominiums organized by virtue of the Declaration of Condominium Ownership for Villas at Summit Reserve Condominiums recorded as Document No. 2007069255, and amended under Document No. 2010055707 in the Allen County Recorder's Office ("Declaration"). The Declaration for the Villas at Summit Reserve Condominiums has been amended and the number of condominium units included under the Declaration have been reduced to 12 units by Document No. 2015058742, and the balance of the undeveloped acreage once reserved for condominium construction has been taken out of the condominium declaration and, in part, consists of the acreage subject to this Plat and Covenants.

The Lots in Villas at Summit Reserve Subdivision, Section III, are numbered 20 to 33 inclusive, and all dimensions of the Lots as shown on the Plat are in feet and decimals of a foot. All easements specifically shown or described on the Plat are expressly dedicated to uses described for their usual and intended purposes.

RECITALS

A. All capitalized terms used in these Recitals and in the introductory paragraphs above have the meanings given them in Section 1.

B. The Developer has subdivided the Real Estate by recording the Plat, and also by recording the Covenants.

RECORDERS OFFICE
 Just returned for taxation. Subject
 to final acceptance for transfer.

SEP 21 2017

[Signature]
 AUDITOR OF ALLEN COUNTY



C. The Developer intends these Covenants to apply to all of the Real Estate included in the Plat. The Real Estate included in this Plat was once governed by the Declaration for Condominium Ownership for Villas at Summit Reserve Condominiums recorded as Document No. 2007069255, as amended by Document No. 2010055707, but that Declaration has been amended to, among other things, remove the Real Estate from the Declaration, such that the Declaration now only governs the property described in the Amended, Restated and Replacement Declaration of Condominium Ownership for the Villas at Summit Reserve Condominiums, Document No. 2015058742 ("Replacement Declaration"). All Lots in this Plat are to be subject to and governed by these Covenants. The Declaration and Replacement Declaration shall have no effect on the Lots or Real Estate, as these terms are defined below.

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

1.1. **Articles**". The articles of incorporation adopted by the Association and approved by the Indiana Secretary of State, and all amendments to those articles.

1.2. **"Assessments" (and in the singular form), "Assessment"**. Collectively, Association Dues, Villa Dues, Special Assessments, Street Assessments, and the Pool and Clubhouse Fee.

1.3. **"Association"**. Villas at Summit Reserve Neighborhood Association, Inc., an Indiana nonprofit corporation, and its successors and assigns.

1.4. **"Association Dues"**. A regular assessment made by the Association under Section 4.3.

1.5. **"Board"**. The duly elected board of directors of the Association.

1.6. **"Bylaws"**. The bylaws duly adopted by the Association, and all amendments to those bylaws

1.7. **"Committee"**. The Architectural Control Committee established under Section 6 of these Covenants..

1.8. **"Common Area"**. All real property owned by the Association for the common use and enjoyment of Owners. Common Area is designated as Block A on the face of the Plat.

1.9. **"Condo Association"**. The Villas at Summit Reserve Homeowners Association, Inc., an Indiana not-for-profit corporation formed to serve as the association for the owners of Villas at Summit Reserve Condominium units under the Declaration of Condominium Ownership for Villas at Summit Reserve Condominium, recorded as Document Nos. 2007069255 and 2010055707, and the Replacement Declaration. The Condo Association is separate and distinct from the Association defined herein, and nothing in these Covenants shall

be deemed to create a master association which has governance over both the Plat and the Villas at Summit Reserve Condominiums.

1.10. **“Covenants”**. This Dedication of Protective Restrictions, Covenants, Limitations, Easements, and Approvals of the Plat of Villas at Summit Reserve Subdivision, Section II, a residential subdivision in Section 8 of Aboite Township, Allen County, Indiana.

1.11. **“Developer”**. Summit Reserve, LLC, an Indiana limited liability company, and any successor or assign that designated as the Successor Developer in a document that is recorded in the Office of the Recorder of Allen County, Indiana.

1.12. **“Lot” (and in plural form), “Lots”**. A lot in the Plat, or any tract(s) of Real Estate that consist of one or more Lots, or a part of a Lot, upon which a Villa is constructed in accordance with these Covenants, or such further restrictions as may be imposed by the Ordinance, or any applicable governmental permit or requirement provided, however, that no tract of land consisting of part of Lot, or parts of more than one Lot, shall be considered a “Lot” under these Covenants unless the tract has a frontage of at least 55 feet in width at the established front building line as shown on the Plat.

1.13. **“Member” (and in the plural form), “Members”**. A member in good standing with the Association.

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

1.15. **“Plan Commission”**. The Allen County Plan Commission, or its successor agency.

1.16. **“Plat”**. The recorded Secondary Plat of Villas at Summit Reserve Subdivision, Section III, including the Covenants.

1.17. **“Pool and Clubhouse Fee”**. An Assessment for the maintenance, repair and upkeep of the swimming pool and clubhouse as further described in Section 4.3 and Section 8.

1.18. **“Real Estate”**. The real estate legally described in Exhibit “A” attached and on the Plat.

1.19. **“Special Assessments”**. A special assessment made by the Association under Section 4.4 for capital improvements or special or unbudgeted expenditures the Association is authorized to make under these Covenants, the Articles, or the Bylaws.

1.20. **“Street Assessment”**. An Assessment made under these Covenants for a capital reserve for the future repairs and capital improvements of the private streets within the Subdivision, as further described in Section 4.3 and Section 7.29.3.

1.21. **“Subdivision”**. Villas at Summit Reserve Subdivision, Section III, as shown on the Plat, including future sections to be recorded subsequently.

1.22. **“Villa” (and in the plural form), “Villas”**. A structure used as a residential dwelling unit located upon a Lot, including the garage and any appurtenances.

1.23. **“Ordinance”**. The Allen County Zoning Ordinance, which includes subdivision provisions, or such other zoning and subdivision ordinance that is applicable to the Real Estate.

2. **PROPERTY RIGHTS.**

2.1. **Owners’ Easements of Enjoyment**. Each Owner shall have the right and an easement of enjoyment in the Common Area that is appurtenant and passes with title to every Lot, subject to the following rights, which are expressly granted to the Association;

2.1.1. To charge reasonable admission and other fees for the use of any recreational facility located in the Common Area;

2.1.2. To suspend the voting rights and right of an Owner to use any recreational facilities in the Common Area for any period during which an Assessment against the Owner’s Lot remains unpaid, or the Owner is in violation of these Covenants, the Articles, the Bylaws, or any published rule of the Association; and

2.1.3. To dedicate, transfer or convey all or any part of the Common Area to any municipality, public agency, authority, or utility for public infrastructure purposes and subject to such conditions as may be agreed to by the Board.

2.2. **Delegation of Use**. Any Owner may delegate, in accordance with the Bylaws, the Owner’s right to use and enjoy the Common Area and recreational facilities in it, to members of the Owner’s family, tenants, or contract purchasers who reside on the Owner’s Lot.

3. **ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS.**

3.1. **Organization**. There has been organized in connection with the development of the Subdivision, an incorporated not-for-profit association known as the Villas at Summit Reserve Neighborhood Association, Inc. The Developer shall serve as the Board until such time as the Class B membership defined in Section 3.3.2 ceases to exist, or until the Developer decides, in Developer’s sole discretion, to turn over the administration of the Association over to the Owners, who shall then elect a Board as provided in the Bylaws. The Developer cannot turn over control of the Association to the Owners until at least 3 Lots are sold to an Owner, with a single-family residence constructed on such Lot.

3.2. **Membership.** Every Owner shall be a Member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot. Membership will transfer to each successive Owner upon the delivery of a deed for the Lot.

3.3. **Membership Class.** The Association shall have the following two classes of voting memberships:

3.3.1. **Class A.** Class A membership consists of all Owners, except Developer. Class A members shall be entitled to one vote for each Lot owned. When more than one person owns a Lot, all such persons shall be Members. The vote for such Lot shall be exercised as its Owners among themselves determine; but in no event shall more than one vote be cast with respect to a Lot.

3.3.2. **Class B.** Class B membership consists of Developer. The Class B member shall be entitled to 10 votes for each Lot owned by Developer. Class B membership shall cease upon the happening of either of the following events, whichever occurs first:

3.3.2.1. When fee simple title to all Lots have been conveyed by Developer; or

3.3.2.2. On December 31, 2042.

4. **COVENANT FOR MAINTENANCE ASSESSMENTS.**

4.1. **Creation of Lien and Personal Obligation of Assessments.** Each Owner (except Developer) by acceptance of a deed to a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association all Assessments made with respect to the Owner's Lot. Assessments shall be established and collected as provided in these Covenants, the Articles, and the Bylaws. Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the Lot against which each such Assessment is made. Each Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was Owner of a Lot at the time when the Assessment against it became due. The personal obligation for delinquent Assessments shall not apply to an Owner's successors in title unless expressly assumed by them.

4.2. **Purpose of Assessments.** Assessments levied by the Association shall be used exclusively for the purposes of, (i) promoting the recreation, health, and welfare of Owners and other occupants in all present and future sections of the Subdivision, including the pool and clubhouse membership pursuant to Section 8, (ii) improvement and maintenance of the Common Area, including without limitation, any common impoundment basins located in the Common Area through and into which the Subdivision's surface waters drain, (iii) the improvement and maintenance of streets and such other facilities in the Subdivision as the Board reasonably

determines is necessary to achieve such purposes, and (iv) for the repairs and maintenance described in Section 5.1. Past in new 4.2 from Section 2.

4.3. **Maximum Annual Assessments.** The Association Dues for every Lot sold by the Developer shall be \$250 per year. Villa Dues shall be assessed at \$1,200.00 per year and to begin when a Certificate of Occupancy has been issued. Each Lot shall be further assessed a Street Assessment in the amount of \$75.00 per year. Each Lot shall also be assessed a Pool and Clubhouse Fee of \$600 per year. The Developer shall not be required to pay Assessments. Subsequent Association Dues and Villa Dues may be made as follows:

4.3.1. Beginning January 1, 2018, the maximum Annual Assessment may be increased each year by the Board, by a percentage not more than 8% above the Annual Assessment for the previous year, without a vote of the Members.

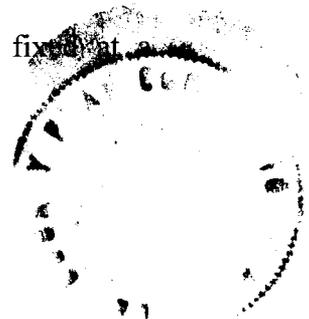
4.3.2. From and after January 1, 2018, the maximum Annual Assessment may be increased by a percentage in excess of 8%, only by the vote or written consent of a majority of the Class A Members, and with the written consent or approval of the Class B Member.

4.3.3. Increases to the Street Assessment and Pool and Clubhouse Fee may be determined according to Section 7.29 and 8.

4.4. **Special Assessments for Capital Improvements.** In addition to Association Dues and Villa Dues, the Association may levy, in any year, a Special Assessment applicable to that year for all or any of the following purposes: to defray, in whole or in part, the cost of any new construction, or repair or replacement of any existing capital improvement in the Common Area, including fixtures and related personal property, and (ii) for an item of repair, maintenance, or replacement, the cost of which was not included in the Association's budget for that year; provided, however, that any such Special Assessment shall require the vote or written consent of 75% of the Class A Members, and the written consent or approval of the Class B Member, and provided, further that no such Special Assessment for any such purpose shall be made if the Special Assessment in any way would jeopardize or affect the Association's ability to pay or satisfy the Association's other financial obligations.

4.5. **Notice and Quorum for Any Action Authorized Under Sections 4.3 and 4.4.** Any action authorized under Section 4.3.2 and Section 4.4 shall be taken at a meeting of the Association called for that purpose, written notice of which meeting shall be given to all of the Members in accordance with the Bylaws. If the purposed action is favored by a majority of the votes cast by the Class A Members at such meeting, but such vote is less than the requisite percentage of the Class A Members, Class A Members who were not present in person or by proxy may give their consent in writing, providing that such consent is obtained by an officer of the Association within 30 days of the date of such meeting.

4.6. **Uniform Rate of Assessment.** The Assessments shall be fixed at a uniform rate for all Lots.



4.7. ***Date of Commencement of Assessments; Proration.*** Association Dues, the Street Assessment and the Pool and Clubhouse Fee shall commence as to all Lots then subject to such dues upon recording of the Plat. Villa Dues shall commence upon the issuance of the Certificate of Occupancy for a Villa on a Lot. Special Assessments shall commence as approved under Section 4.4. The Board shall fix the amount of the Assessments against each Lot at least 30 days in advance of the date the Assessment is due. Written notice for the payments of the Assessments shall be given to every Owner. Association Dues, Villa Dues, Special Assessments, Street Assessments and Pool and Clubhouse Fees shall be prorated between such amounts for any part of a calendar year during which the Lot is purchased from the Developer, and also from when a certificate of occupancy for a Villa is first issued.

4.8. ***Due Dates.*** The due dates for payment of Assessments shall be as established by the Board, and shall be identified in the notice the Owners under Section 4.7. The Association shall, upon demand and for a reasonable charge, furnish a certification signed by an officer of the Association stating whether Assessments against a Lot have been paid. The Board may choose to have the Assessments become due and collected no more frequently than monthly and no less frequently than annually.

4.9. ***Effect of Nonpayment of Assessments/Remedies of the Association.***

4.9.1. Each Owner is personally liable and responsible to pay an Assessment made with respect to the Owner's Lot, in full and when due. Any Assessment not paid within 30 days after its due date shall bear interest from the due date at the rate of 12% per annum, or at the legal rate of interest in Indiana, whichever is higher. Each Owner that fails to pay an Assessment when due also is personally liable and responsible to immediately pay to the Association a late fee of \$150 for each delinquent assessment. Any Assessment, interest, or late fee not paid when due shall be a lien on the Lot for which they are due.

4.9.2. The Association may bring an action at law against an Owner that is delinquent in the payment of an Assessment for collection of same, including any interest or late fees due under Section 4.9.1. The Association may also foreclose the lien created against the Owner's Lot under Section 4.1. No Owner may waive or otherwise escape liability for Assessments made under these Covenants by non-use of the Common Area or abandonment of a Lot. The lien for delinquent Assessments may be foreclosed in the same manner as mechanic's liens are foreclosed in Indiana; provided, however, that any lien created under Section 4.1 shall not expire by lapse of time in the Association pursuing its remedies. The Association shall also be entitled to recover the reasonable attorney's fees, costs, and expenses incurred because of the failure of an Owner to timely pay an Assessment, interest, or late fees.

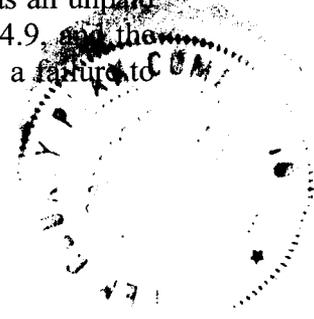
4.10. ***Subordination of Assessment Lien to First Mortgage.*** The lien of an Assessment shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the lien of an Assessment lien against it. No sale or transfer shall relieve an Owner or Lot from liability for payment of any Assessment subsequently becoming due, or from the lien of any Assessment.



5. ***MAINTENANCE OBLIGATIONS.***

5.1. ***Maintenance Obligations of Association.*** The Association shall be responsible for the following (and only the following) maintenance, repairs, and installations in the Subdivision (i) mowing and maintaining the front, side, and rear lawns of each Lot on a regular basis, (ii) fertilizing those lawns four times per year, (iii) mulching and edging the front landscape beds of each Lot once each year, (iv) removing snow that has accumulated over two inches, from streets, driveways, and sidewalks in the Subdivision, (v) maintaining and repairing street lights in the Subdivision, including replacement of light bulbs, (vi) installing and maintaining the mail box stands (but not the individual mail boxes) in the Subdivision, (vii) maintaining and repairing the private streets in the Subdivision, (viii) maintaining the Common Area as required under these Covenants, (ix) maintaining the streets according to Section 7.9, and (x) providing for, or contributing to, the maintenance of the pool and clubhouse according to Section 8. Except as otherwise stated in Section 5.1, the frequency and manner of performance of the Association's maintenance obligations shall be as reasonably determined by the Board. The Association has the authority to enter into contracts with the Condo Association to jointly hire service providers to handle maintenance obligations including but not limited to snow removal, landscaping maintenance, and trash removal. An Owner shall be permitted to perform or cause to be performed, at the Owner's sole expense, such maintenance or repairs on the Owner's Lot that would otherwise be a maintenance responsibility of the Association under this Section 5.1, inly with the prior written consent or approval of the Board.

5.2. ***Maintenance Obligations of Owners.*** Each Owner (and not the Association) shall be solely responsible at the Owner's sole cost and expense, to (i) keep the Owner's Villa and Lot in good condition and repair, (ii) maintain, repair, and replace (if necessary), all improvements situated on the Lot, which are not specifically described in Section 5.1, including without limitation, the roof, exterior siding, decks and screened-in-porches of the Villa, the concrete surfaces of the driveways and sidewalks, all trees and plant material located on the Lot, the yard light and other exterior lights (including replacement of bulbs), window washing, and repair or replacement of glass, and (iii) purchasing, maintaining, and replacing (if replacement is necessary) a standard, black mail box approved by the Association. In the event an Owner fails to maintain or repair the Owner's Lot and Villa, and all other improvements located on the Lot as required under this Section 5.2, the Association, in addition to all other remedies available to it under these Covenants or the law, and without waiving any of such remedies, shall have the right, through its agents and employees to enter upon the Owner's Lot, and to repair or maintain the Lot, the exterior of the Villa, and any other improvements on the Lot to the required condition; and each Owner (by acceptance of a deed for a Lot) covenants and agrees to pay to the Association all reasonable costs and expenses incurred by the Association in performing such repair or maintenance, immediately upon the Association's demand. Such costs incurred and demanded by the Association, together with interest as provided in Section 4.9, costs, and reasonable attorney's fees, shall have the same status as both a continuing lien on the Lot and the improvements located on it, and the personal obligation of the Owner, as an unpaid Assessment, the Association shall have the same remedies available under Section 4.9, and the failure of any such Owner of to pay the same shall have the same consequences as a failure to pay an Assessment when due.



5.3. **Maintenance Easement.** By acceptance of a deed of conveyance for a Lot, the Owner of the Lot grants and conveys to the Association, and to the agents, employees, and independent contractors of the Association, the right and a permanent easement to have access to the Owner's Lot, and to perform all maintenance, repairs, and replacements required or allowed to be performed by the Association on the Owner's Lot under either Section 5.1 or Section 5.2.

5.4. **Liability of Damage or Loss.** The Association shall indemnify and hold each Owner harmless for any loss or damage that occurs on or to an Owner's Lot or improvements located on it, as the result of maintenance or repair activities by or on behalf of the Association; and any such loss or damage to improvements shall be repaired or restored to substantially the same condition as existed before the loss or damage occurred, at the sole cost or expense of the Association.

6. **ARCHITECTURAL CONTROL.**

6.1. No building, fence, wall, in-ground swimming pool, attached solar heating panels, or other structure, swing set, or basketball goal (whether freestanding or mounted on a Villa or garage), or landscaping shall be commenced, erected, or maintained by an Owner upon a Lot, nor shall any exterior addition, change, or alteration be made to a Villa or other structure on a Lot, until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the structure, landscaping, or modification or alteration proposed are submitted by or on behalf of the Owner to the Developer, and are approved in writing by the Developer. The Developer shall have the exclusive authority and responsibility to review such plans and specifications to determine whether the external design and location of the proposal is in harmony with the surrounding Villas and in harmony with the condominiums constructed in the Villas at Summit Reserve Condominium development, and topography in the Subdivision. Except as otherwise approved in writing by the Developer, shall have the exclusive right to construct all Villas in the Subdivision.

6.2. The Developer shall have the right to appoint a Committee composed of three members to review and approve proposed plans and specifications under Section 6.1. If a Committee is so appointed, a majority of the Committee may appoint a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to appoint a successor. The Developer or the Committee (if one is appointed) also may delegate to the Board (or to such other entity designated in the Articles or the Bylaws) the authority and responsibility to review plans and specifications under Section 6.1, which delegation shall be made in writing, signed by the Developer, or a majority of the Committee members, as the applicable and evidenced by a document recorded in the Office of the Recorder of Allen County, Indiana.

6.3. After Villas are initially constructed on all Lots in the Subdivision, the Board (or other entity designated under the Articles or the Bylaws) shall succeed to the Developer's or the Committee's responsibilities under Section 6.1 to review subsequent construction, modifications, and additions of structures and landscaping in the Subdivision.

6.4. In the event the Developer (or the Committee or the Board or other entity acting under Section 6.2 or Section 6.3) fails to approve or disapprove the design and location of a proposed structure or landscaping within 30 days after plans and specifications have been submitted to it, approval will not be required, and approval under Section 6.1 will be deemed to have been give.

7. **GENERAL PROVISIONS.**

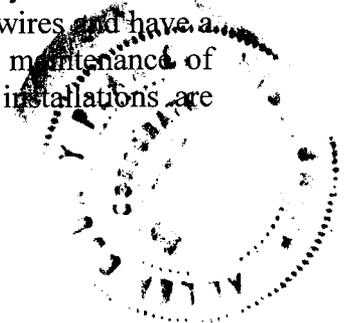
7.1. **Use.** Lots may not be used except for single-family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached, single-family Villa not exceeding two and one-half stories in height. Each Villa shall include not less than a two-car garage, which shall be built as part of the Villa, have a floor area of not less than 400 square feet, and shall have one or more doors with an aggregate width of not less than 16 feet.

7.2. **Dwelling Size.** No Villa shall be built on a Lot having a ground floor area upon the foundation (exclusive of one-story open porches, breezeways and garages) of less than 1,300 square feet for a one-story Villa or less than 700 square feet on the ground floor of a villa that has more than one story.

7.3. **Building Lines.** No structure shall be located on a Lot nearer to the front Lot line, or nearer to the side street line than the minimum building setback lines shown on the Plat. In any event, no building shall be located hearer than a distance of 5 feet to an interior Lot line. No dwelling shall be located on an interior Lot nearer than 15 feet to the rear Lot line.

7.4. **Minimum Lot Size.** No Villa shall be erected or placed on a Lot having a width of less than 54 feet at the minimum building setback line, nor shall any Villa be erected or placed on any Lot having an area less than 7,000 square feet.

7.5. **Utility Easements.** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. No Owner shall erect on a Lot, or grant to any person, firm, or corporation, the right, license, or privilege to erect or use, or permit the use of, overhead wires, poles, or overhead facilities of any kind for electrical, telephone, telecommunication, internet, or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). No such overhead utility facilities may be placed within the Common Area or private streets. No poles or overhead structures used to provide cellular phone or wireless internet service shall be placed in the Common Area or within the area of the private streets without the written approval of the Board. Nothing in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical entrance facilities installed for any Villa or other structure on a Lot connecting it to the electrical distribution system of any electrical public utility shall be provided by the Owner of the Lot who constructs the Villa or structure, and shall carry not less than three wires and have a capacity of not less than 200 amperes. Any public utility charged with the maintenance of underground installations shall have access to all easements in which such installations are located for operation, maintenance, or replacement of service connections.



7.6. **Surface Drainage Easements.** Surface drainage easements and any Common Are used for drainage purposes as shown on the Plat, are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet; and the surface of the Real Estate shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition.

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

7.8. **Other Structures.** No structure of a temporary character, basement, tent, shed, shack, garage, barn, or other outbuilding shall be constructed, erected, located, or used on any Lot for any purpose (including use as a Villa), either temporarily or permanently. No play sets, "jungle gyms", basketball goals, above-ground or in-ground pools, spas, or hot tubs may be erected or installed on a Lot unless the Owner obtains prior approval under Section 6.1.

7.9. **Signs.** No sign of any kind shall be displayed to the public view on a Lot except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising a Lot for sale or rent, or used by a builder to advertise a Lot during the construction and sales periods.

7.10. **Antennas.** No radio or television antenna with more than 30 square feet of grid area, or that attains a height in excess shall be installed on a Lot, and must be mounted on a post in a landscaping area. No detached or freestanding heating solar panels are permitted on a Lot. However, the Committee may approve solar hearing panels attached to a Villa or garage under Section 6.

7.11. **Outside Storage.** No boat, boat trailer, recreational vehicle, motor home, truck, camper or camping trailer, bicycle, or any other wheeled vehicle shall be permitted to be parked outside of the garage on a Lot for periods in excess of a total of 8 days per calendar year. The term "truck" as used in this Section 7.11, means every motor vehicle designed, used, or maintained primarily for the transportation of property, which is rated one-ton or more.

7.12. **Freestanding Poles.** No clothesline or clothes poles, or any other freestanding, semi-permanent, or permanent poles, rigs, or devices, regardless of purpose (except freestanding basketball goals and flag poles approved by the Committee under Section 6), shall be constructed, erected, located, or used on a Lot or within the Subdivision.

7.13. **Antennas.** No radio or television antenna with more than 30 square feet of grid area, or that attains a height in excess of six feet above the highest point of the roof of Villa, shall be attached to a Villa. No freestanding radio or television antenna, or satellite receiving disk or dish shall be permitted on a Lot. No detached or freestanding heating solar panels are permitted on a Lot. However, solar hearing panels attached to a Villa or garage may be approved under Section 6.1.

7.14. **Garbage, Trash.** All garbage cans, trash and recycle containers or receptacles shall be kept, stored, and placed in either the garage of a Villa, or in an area that is screened from view by a structure approved under Section 6.1. Each Owner shall be responsible for properly depositing garbage, trash, recyclables in cans or containers with lids in a manner that is sufficient for pickup by the appropriate authorities. Garbage and recycle containers shall be placed outside at the curb no earlier than the evening before the day of collection, and shall be returned to the garage or other approved storage area no later than the evening of the day of collection.

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

7.16. **Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on a Lot, except that dogs, cats, and other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. All pets shall reside inside Villas (no "outside pets"). No dog houses or similar structure shall be constructed, erected, located, or used on any Lot for any purpose.

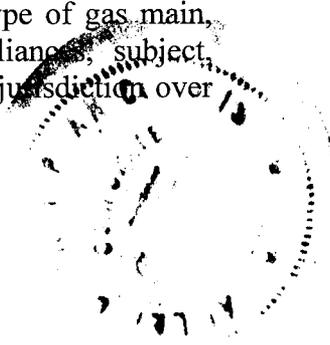
7.17. **Dumping.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. No incinerators shall be kept or allowed on a Lot.

7.18. **Workmanship.** All structures on a Lot shall be constructed in a substantial, good and workmanlike manner and of new materials. No roof siding, asbestos siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any structure on a Lot, and no roll roofing of any description or character shall be used on the roof of any Villa or attached garage on a Lot.

7.19. **Driveways.** All driveways on Lots from the street to the garage shall be poured concrete and not less than 16 feet in width, or of such other width or composition as is specifically approved under Section 6.1.

7.20. **Individual Utilities.** No individual water supply system or individual sewage disposal system shall be installed, maintained, or used on a Lot.

7.21. **Street Utility Easements.** In addition to the utility easements designated in this documents, easements in the streets, as shown on the Plat, are reserved and granted to all public utility companies, Developer, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove every type of gas main, water main and sewer main (sanitary and storm) with all necessary appliances, subject nevertheless, to all reasonable requirements of any governmental body having jurisdiction over the Subdivision as to maintenance and repair of said streets.



7.22. **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 sewer system serving the Subdivision, 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 Subdivision's storm and surface water runoff sewer system.

7.23. **Completion of Infrastructure.** Before any Villa on a Lot shall be used and occupied as such, Developer, or any subsequent Owner of the Lot, shall install all infrastructure improvements serving the Lot as shown on the approved plans and specifications for the Subdivision filed with the Plan Commission and other governmental agencies having jurisdiction over the Subdivision. The obligations in this Section 7.23 shall run with the land, and shall be enforceable by the Plan Commission or by any aggrieved Owner.

7.24. **Certificate of Occupancy.** Before a Lot may be used or occupied, such user or occupier shall first obtain the improvement location permit and certificate of occupancy required by the Ordinance.

7.25. **Enforcement.** The Association, Developer for so long Developer owns a Lot, and any Owner (individually or collectively) shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or subsequently imposed under or by these Covenants. Failure by the Association, Developer, or an Owner to enforce any provision in these Covenants shall in no event be deemed as a waiver of the right to do so later.

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

7.27. **Duration of Covenants.** These Covenants shall run with the land, and shall be effective for a period of 20 years from the date the Plat and these Covenants are recorded; after which time, these Covenants shall automatically be renewed for successive periods of 10 years each.

7.28. **Subdivision.** No Lot or combination of Lots may be further subdivided until approval for such subdivision has been obtained from the Plan Commission; except, however, Developer and its successors in title shall have the absolute right to increase the size of any Lot by adding to such Lot a part of an adjoining Lot (thus decreasing the size of such adjoining Lot), so long as the effect of such addition does not result in the creation of a "Lot" as defined under Section 1.12.

7.29. **Private Roadway.** The streets within the Subdivision shall be privately owned and maintained. The Developer shall convey all title in and to the streets within the Subdivision, being more fully described in Exhibit "B" attached to these Covenants, to the Association promptly upon recording the Plat. The private streets described in Exhibit "B" describe all of the streets to be located in the several sections of the Villas at Summit Reserve

Subdivision. The streets shall be considered a private roadway subject to the requirements of these Covenants.

7.29.1. The Association shall maintain, repair, and improve the streets, in a safe and sound condition, including, but not limited to, the removal of snow and ice on the streets and the payment of all taxes and Assessments levied against said streets.

7.29.2. The Association, as a part of the Annual Assessment required under Section 4, shall assess the Owners in the Subdivision in amounts sufficient to carry out the responsibilities set forth herein. The Board of Directors of the Association shall determine the amount of such Assessment. All Assessments under this Section shall be allocated equally and all Assessments shall be subject to the lien provisions of Section 4.

7.29.3. In addition to the Assessments set forth in Subsection 7.29.2 above and Section 4, the Association shall annually assess the Owners in the Subdivision the sum of \$75.00 per Lot, with such funds to be placed in a reserve fund and to be used for future repairs and capital improvements of the streets. The amount assessed hereunder may only be increased beyond the most recently published Consumer Price Index (CPI) rate in any specific year with a fifty-one percent (51%) vote of the Association members and decisions requiring an expenditure, or series of related expenditures in the aggregate of \$20,000.00 or more shall receive approval from a majority of the Owners in the Subdivision. The funds in the reserve fund shall be placed in an interest bearing savings account, money market fund, certificate of deposit, or similar investment that is federally insured.

7.29.4. The maintenance and repair of the streets shall be the joint and several obligations of the Association and the Owners in the event the streets are not maintained or repaired pursuant to this Section or any applicable statute or ordinance.

7.29.5. There is hereby granted, conveyed and dedicated a perpetual right and easement for purposes of ingress and egress in, over, and to the streets, to each Owner, their successors in interest, their invitees, pedestrian access, delivery vehicles, and all public and quasi-public parties, including by way of illustration and not by way of limitation, fire, law enforcement, emergency, school, public utility, mail, security, and utility location agencies, and to the Condo Association and the individual Owners of condominium units therein.

7.29.6. The Association and each Owner in the Subdivision agree to jointly and severally indemnify and hold harmless Allen County, Indiana, the Allen County Board of Commissioners and the Allen County Plan Commission against any and all loss, damage, or liability arising from claims or suits for personal injury or property damage including any design, construction, use, or maintenance as such Roadway.

7.29.7. The Association shall never submit the streets for acceptance into the Allen County Street Maintenance Program, and the Allen County Board of Commissioners shall never be obligated to accept a public dedication, deed, or any other conveyance of the streets.

7.29.8. The Allen County Highway Department shall never be obligated to maintain or repair the streets, or accept them into the Allen County Highway Maintenance Program.

7.29.9. The Association shall never connect the streets to streets of adjacent developments that are accepted, or are petitioned to be accepted, into the Allen County Highway maintenance system.

7.29.10. Each Owner is personally liable and responsible to pay the roadway maintenance assessments as provided in Section 7.29.2 and Section 7.29.3.

7.29.11. The assessments provided for in Section 7.29.2 and Section 7.29.3 shall be uniformly assessed to the Owners, shall be subject to the lien and collection provisions as provided in Section 4.1 and Section 4.9.

8. ***POOL AND CLUBHOUSE MEMBERSHIP.*** Every Owner (except Developer) shall be a member of, and may enjoy the use of, the Villas at Summit Reserve Pool and Clubhouse, which is owned by Nor-Czech, LLC an Indiana limited liability company for the ownership, operation and maintenance of the Pool and Clubhouse, subject to the following:

8.1. Each Owner (except Developer) is personally liable and responsible to pay a monthly, mandatory, pool and clubhouse fee to the Association. The Association shall then forward such fees to Nor-Czech, LLC.

8.2. The Pool and Clubhouse fee shall be in the amount of fifty dollars (\$50.00) per Lot per month, which may be raised by a maximum of twenty dollars (\$20.00) per month in any calendar year to pay for needed maintenance or capital improvements.

8.3. The Pool and Clubhouse fee shall be uniformly assessed to the Owners, shall be subject to the lien and collection provisions as provided in Section 4.1 and Section 4.9.

8.4. At such time as eighty-five percent (85%) of the Lots have been sold by Developer to Owners, and upon notice from the Association to Nor-Czech, LLC, the pool and clubhouse real estate shall be conveyed to the Association at seventy-five percent (75%) and to the Condominium Association at twenty-five percent (25%) as tenants in common.

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

9.1. In order to amend a provision of these Covenants, an amendatory document must be signed by the Owners of at least 75% of the Lots in the Subdivision and by the owners of at least 75% of the lots in Sections I and II of Villas at Summit Reserve Subdivision. For purposes of this Section 9.1, the term "owner" shall have the same meaning with respect to Lots in such future sections, as the term "Owner" is defined in Section 1.14. Section 7.29 may not be amended unless approved by the Association, Owners, and specific approval has been given, in writing, by the Plan Commission. Section 8 may not be amended

unless approved by the Association, Owners, and unless same has been approved in writing by the Condo Association.

9.2. Until Villas are initially constructed on all Lots in the Subdivision and certificates of occupancy are issued for those Villas, in order to amend the Covenants, Developer, in addition to those persons whose signatures are required under Section 9.1, also must sign the amendatory document.

9.3. Regardless of the provisions of Sections 9.1 and 9.2, Developer and its successors and assigns shall have the exclusive right for a period of two years from the date the Plat and these Covenants are recorded, to amend any provisions in these Covenants, without approval of the Owners, as long as Developer owns at least one Lot. However, the Developer does not have the unilateral authority to amend Sections 7.2, 7.29, 8 and 9.1. Those sections may only be amended as provided in Section 9.1.

9.4. In order for any amendment of these Covenants to be effective, the approval of the Plan Commission shall be required, and the amendment recorded in the Office of the Recorder of Allen County, Indiana.

10. **ATTORNEY'S FEES AND RELATED EXPENSES.** In the event the Association, Developer, an Owner, or the Plan Commission brings an action, whether at law or in equity, to enforce any restriction, covenants, limitation, easement, condition, reservation, lien or charge now or subsequently imposed by provisions of these Covenants, the prevailing party in such action shall be entitled to recover from the party against whom the proceeding was brought, the reasonable attorney's fees and related costs and expenses incurred in such proceeding.

11. **SIDEWALKS.** Plans and specifications for the Subdivision approved by, and on file with the Plan Commission require the installation of sidewalks within the area reserved for private streets in front of certain Lots, as shown on the approved plans. Installation of such sidewalks shall be the obligation of the Owners of those Lots (exclusive of Developer). The sidewalk to be located on a Lot shall be completed in accordance with such plans and specifications prior to the issuance of a certificate of occupancy for such Lot. A violation of this Section 11 shall be enforceable by the Plan Commission or its successor agency, by specific performance or other appropriate legal or equitable remedy.

12. **FLOOD PROTECTION GRADES.** In order to minimize potential damage to Villas from surface water, minimum flood protection grades are established of 833.3 feet NAVD 1988 for Lots 20 through 26 inclusive. All Villas on such Lots shall be constructed so that the minimum elevation of a first floor, or the minimum sill elevation of any opening below the first floor, equals or exceeds the applicable minimum flood protection grade established in this Section 12.

13. **GEOTHERMAL SYSTEMS.**

13.1. Owners of Lots in the Subdivision shall have the right to install and maintain the following described types of geothermal heating and cooling systems to service

Villas located on the Owners' Lots, and the right to use the Association property described below:

13.1.1. A system with a closed loop heat exchanger designed to use retention or detention ponds located in Common Area adjacent to such Lots; or

13.1.2. A system that uses and discharges well water from the system into storm sewers and into retention or detention ponds located in Common Area adjacent to such Lots.

13.2. Any system to install shall:

13.2.1. Satisfy regulations of the Indiana Department of Natural Resources, and all applicable federal, state, and local laws, ordinances, and regulations; and

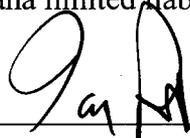
13.2.2. Satisfy reasonable requirements of the Allen County Surveyor or other applicable governmental agency regarding surface water drainage and erosion control; and

13.2.3. Be installed according to approved guidelines of any by technicians certified by a recognized national trade organization related to geothermal heating systems, or some other nationally-recognized applicable standard.

13.3. Any Owner using property owned by the Association for the purposes described in Section 13.1 agrees to indemnify and hold the Association harmless from and against all claims, losses, damages, and judgments (including reasonable attorney's fees and litigation expenses) caused by, or resulting from, the Owner's use of Association property in connection with a system.

IN WITNESS WHEREOF, Summit Reserve, LLC, an Indiana limited liability company, as Developer, has signed these Covenants on the 23rd day of August, 2017.

SUMMIT RESERVE, LLC,
an Indiana limited liability company

By: 

Printed Name: Tony Reincke

Title or Position: Managing member



STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

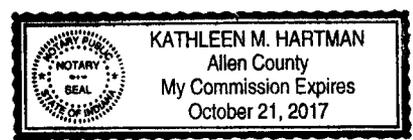
Before me, a Notary Public in and for said County and State, this 23rd day of August, 2017, personally appeared Tony Reinke, the managing member of Summit Reserve, LLC, an Indiana limited liability company, and acknowledged the execution of the above and foregoing document on behalf of said corporation for the purposes and uses set forth in this document.

Kathleen M. Hartman, Notary Public
A Resident of Allen County, Indiana

My Commission Expires:

This instrument prepared by Patrick R. Hess, Attorney at Law, Beckman Lawson, LLP, 201 W. Wayne Street, Fort Wayne, IN 46802

After recording, return to: Beckman Box



I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Patrick R. Hess



EXHIBIT "A"
Legal Description

Villas at Summit Reserve
West Hamilton Road, Allen County, IN
Section III Perimeter

Legal Description:

A tract of land located in the Northwest Quarter of Section 8, T30N, R11E, in Allen County, the State of Indiana, more fully described as follows:

COMMENCING at an Iron Rail Post situated in the Southeast corner of Lot #233 in Bridgewater Section VII as recorded in Allen County Plat Cabinet "E", page 142 (Document #202107051); Thence North 00 Degrees 25 Minutes 21 Seconds West (Indiana State Plane Coordinate System East Zone-GPS Grid Basis of Bearings), a distance of 595.00 feet along the East line of said Bridgewater Section VII to a Rebar stake with cap (Sauer) in the North right-of-way line of Ridge Crest Crossing as conveyed to Oakmont Development Co.,LLC in Allen County Document #202053703 (See also Document #202048303 & #204039065); Thence North 00 Degrees 25 Minutes 21 Seconds West, a distance of 319.67 feet along the East line of said Bridgewater Section VII to a Rebar stake with cap (FIRM 0042) in the Southwest corner of the Villas at Summit Reserve Section I as recorded in Allen County Document No. 2015060306 (Plat Cabinet G, page 122); Thence North 00 Degrees 25 Minutes 21 Seconds West, a distance of 192.43 feet along the East line of said Bridgewater Section VII and of Bridgewater Section VIII as recorded in Allen County Plat Cabinet "F", page 6 (Document #204037387) to a Rebar stake with cap (FIRM 0042) in the Northwest corner of said Villas at Summit Reserve Section I; Thence North 00 Degrees 25 Minutes 21 Seconds West, a distance of 533.40 feet along the East line of said Bridgewater Section VIII to a Rebar stake with cap (FIRM 0042), the **TRUE POINT OF BEGINNING**; Thence North 00 Degrees 25 Minutes 21 Seconds West, a distance of 398.88 feet along the East line of said Bridgewater Section VIII and of the tract of land conveyed to Bridgewater Commercial Center, LLC in Allen County Document #205061541 to a Rebar stake with cap (FIRM 0042); Thence South 85 Degrees 23 Minutes 31 Seconds East, a distance of 456.57 feet along the South line of the Utility Easement #2 (20 feet in width) granted to Utility Center, Inc. d/b/a Aqua Indiana, Inc. in Allen County Document #205082542 to a Rebar stake with cap (FIRM 0042); Thence South 83 Degrees 05 Minutes 50 Seconds East, a distance of 164.02 feet along the South line of said Utility Easement to a Rebar stake with cap (FIRM 0042); Thence South 00 Degrees 25 Minutes 21 Seconds East, a distance of 432.04 feet; Thence North 81 Degrees 45 Minutes 22 Seconds West, a distance of 624.63 feet to the **POINT OF BEGINNING**, said tract containing 5.924 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record.

END OF EXHIBIT "A"



EXHIBIT "B"
Legal Description of Private Streets Within the Subdivision

A tract of land located in the Northwest Quarter of Section 8, T30N, R11E, in Allen County, the State of Indiana, more fully described as follows:

COMMENCING at an Iron Rail Post situated in the Southeast corner of Lot #233 in Bridgewater Section VII as recorded in Allen County Plat Cabinet "E", page 142 (Document #202107051); Thence North 00 Degrees 25 Minutes 21 Seconds West (Indiana State Plane Coordinate System East Zone-GPS Grid Basis of Bearings), a distance of 595.00 feet along the East line of said Bridgewater Section VII to a Rebar stake with cap (Sauer) in the North right-of-way line of Ridge Crest Crossing as conveyed to Oakmont Development Co.,LLC in Allen County Document #202053703 (See also Document #202048303 & #204039065); Thence North 00 Degrees 25 Minutes 21 Seconds West, a distance of 319.67 feet along the East line of said Bridgewater Section VII; Thence South 81 Degrees 44 Minutes 52 Seconds East, a distance of 439.24 feet to the beginning of a tangent circular arc; Thence Easterly, a distance of 38.05 feet along said circular arc that is concave Southwesterly, having a radius measuring 75.00 feet, having a central angle measuring 29 Degrees 04 Minutes 03 Seconds, and having a long chord bearing South 67 Degrees 12 Minutes 50 Seconds East and measuring 37.64 feet to the beginning of a tangent line; Thence South 52 Degrees 40 Minutes 48 Seconds East, a distance of 30.69 feet along said line to the **TRUE POINT OF BEGINNING**; Thence North 37 Degrees 19 Minutes 12 Seconds East, a distance of 21.46 feet to the beginning of a tangent circular arc; Thence Northeasterly, a distance of 12.68 feet along said circular arc that is concave Westerly, having a radius measuring 25.00 feet, having a central angle measuring 29 Degrees 04 Minutes 03 Seconds, and having a long chord bearing North 22 Degrees 47 Minutes 10 Seconds East and measuring 12.55 feet to the beginning of a tangent line; Thence North 08 Degrees 15 Minutes 08 Seconds East, a distance of 184.41 feet along said line to the beginning of a tangent circular arc; Thence Northerly, a distance of 10.80 feet along said circular arc that is concave Westerly, having a radius measuring 75.00 feet, having a central angle measuring 08 Degrees 15 Minutes 08 Seconds, and having a long chord bearing North 04 Degrees 07 Minutes 34 Seconds East and measuring 10.79 feet to the beginning of a tangent line; Thence North 00 Degrees 00 Minutes 00 Seconds East, a distance of 85.83 feet along said line to the beginning of a tangent circular arc; Thence Northerly, a distance of 12.18 feet along said circular arc that is concave Westerly, having a radius measuring 75.00 feet, having a central angle measuring 09 Degrees 18 Minutes 10 Seconds, and having a long chord bearing North 04 Degrees 39 Minutes 05 Seconds West and measuring 12.16 feet to the beginning of a tangent line; Thence North 09 Degrees 18 Minutes 10 Seconds West, a distance of 196.19 feet along said line; Thence South 80 Degrees 42 Minutes 05 Seconds West, a distance of 444.00 feet; Thence South 09 Degrees 17 Minutes 55 Seconds East, a distance of 40.00 feet; Thence South 80 Degrees 42 Minutes 05 Seconds West, a distance of 40.00 feet; Thence North 09 Degrees 17 Minutes 55 Seconds West, a distance of 130.00 feet; Thence North 80 Degrees 42 Minutes 05 Seconds East, a distance of 40.00 feet; Thence South 09 Degrees 17 Minutes 55 Seconds East, a distance of 40.00 feet; Thence North 80 Degrees 42

Minutes 05 Seconds East, a distance of 444.00 feet; Thence North 09 Degrees 18 Minutes 10 Seconds West, a distance of 149.20 feet to the beginning of a non-tangent circular arc; Thence Northerly, a distance of 38.28 feet along said circular arc that is concave Easterly, having a radius measuring 125.00 feet, having a central angle measuring 17 Degrees 32 Minutes 48 Seconds, and having a long chord bearing North 00 Degrees 31 Minutes 46 Seconds West and measuring 38.13 feet to the beginning of a tangent line; Thence North 08 Degrees 14 Minutes 38 Seconds East, a distance of 149.43 feet along said line; Thence North 81 Degrees 45 Minutes 22 Seconds West, a distance of 444.00 feet; Thence South 08 Degrees 14 Minutes 38 Seconds West, a distance of 40.00 feet; Thence North 81 Degrees 45 Minutes 22 Seconds West, a distance of 40.00 feet; Thence North 08 Degrees 14 Minutes 38 Seconds East, a distance of 130.00 feet; Thence South 81 Degrees 45 Minutes 22 Seconds East, a distance of 40.00 feet; Thence South 08 Degrees 14 Minutes 38 Seconds West, a distance of 40.00 feet; Thence South 81 Degrees 45 Minutes 22 Seconds East, a distance of 444.00 feet; Thence North 08 Degrees 14 Minutes 38 Seconds East, a distance of 40.00 feet; Thence South 81 Degrees 45 Minutes 22 Seconds East, a distance of 50.00 feet; Thence South 08 Degrees 14 Minutes 38 Seconds West, a distance of 239.43 feet to the beginning of a tangent circular arc; Thence Southerly, a distance of 22.97 feet along said circular arc that is concave Easterly, having a radius measuring 75.00 feet, having a central angle measuring 17 Degrees 32 Minutes 48 Seconds, and having a long chord bearing South 00 Degrees 31 Minutes 46 Seconds East and measuring 22.88 feet to the beginning of a tangent line; Thence South 09 Degrees 18 Minutes 10 Seconds East, a distance of 395.39 feet along said line to the beginning of a circular arc; Thence Southerly, a distance of 20.30 feet along said circular arc that is concave Westerly, having a radius measuring 125.00 feet, having a central angle measuring 09 Degrees 18 Minutes 10 Seconds, and having a long chord bearing South 04 Degrees 39 Minutes 05 Seconds East and measuring 20.27 feet to the beginning of a tangent line; Thence South 00 Degrees 00 Minutes 00 Seconds East, a distance of 85.83 feet along said line to the beginning of a tangent circular arc; Thence Southerly, a distance of 18.00 feet along said circular arc that is concave Westerly, having a radius measuring 125.00 feet, having a central angle measuring 08 Degrees 15 Minutes 08 Seconds, and having a long chord bearing South 04 Degrees 07 Minutes 34 Seconds West and measuring 17.99 feet to the beginning of a tangent line; Thence South 08 Degrees 15 Minutes 08 Seconds West, a distance of 184.41 feet along said line to the beginning of a tangent circular arc; Thence Southwesterly, a distance of 38.05 feet along said circular arc that is concave Westerly, having a radius measuring 75.00 feet, having a central angle measuring 29 Degrees 04 Minutes 03 Seconds, and having a long chord bearing South 22 Degrees 47 Minutes 10 Seconds West and measuring 37.64 feet to the beginning of a tangent line; Thence South 37 Degrees 19 Minutes 12 Seconds West, a distance of 81.84 feet along said line to the beginning of a tangent circular arc; Thence Southwesterly, a distance of 12.68 feet along said circular arc that is concave Easterly, having a radius measuring 25.00 feet, having a central angle measuring 29 Degrees 04 Minutes 03 Seconds, and having a long chord bearing South 22 Degrees 47 Minutes 10 Seconds West and measuring 12.55 feet to the beginning of a tangent line; Thence South 08 Degrees 15 Minutes 08 Seconds West, a distance of 99.44 feet along said line to the beginning of a tangent circular arc; Thence Southerly, a distance of 11.48 feet along said circular arc that is concave Westerly, having a radius measuring 125.00 feet, having a central angle measuring 05 Degrees 15 Minutes 40 Seconds, and having a long chord bearing South 10 Degrees 52 Minutes 58 Seconds West and measuring 11.47 feet to the beginning of a tangent line; Thence South 13 Degrees 30 Minutes 48 Seconds West, a distance of 87.01 feet along said line; Thence North 74 Degrees 18 Minutes 35

Seconds West, a distance of 44.79 feet along the North right-of-way line of Ridge Crest Crossing as referenced above to the beginning of a tangent circular arc; Thence Westerly, a distance of 5.25 feet along said circular arc (also being the North right-of-way line of said Ridge Crest Crossing) that is concave Southerly, having a radius measuring 1315.01 feet, having a central angle measuring 00 Degrees 13 Minutes 44 Seconds, and having a long chord bearing North 74 Degrees 25 Minutes 27 Seconds West and measuring 5.25 feet to the beginning of a non-tangent line; Thence North 13 Degrees 30 Minutes 48 Seconds East, a distance of 85.12 feet along said line to the beginning of a tangent circular arc; Thence Northerly, a distance of 6.89 feet along said circular arc that is concave Westerly, having a radius measuring 75.00 feet, having a central angle measuring 05 Degrees 15 Minutes 40 Seconds, and having a long chord bearing North 10 Degrees 52 Minutes 58 Seconds East and measuring 6.88 feet to the beginning of a tangent line; Thence North 08 Degrees 15 Minutes 08 Seconds East, a distance of 99.44 feet along said line to the beginning of a tangent circular arc; Thence Northeasterly, a distance of 38.05 feet along said circular arc that is concave Easterly, having a radius measuring 75.00 feet, having a central angle measuring 29 Degrees 04 Minutes 03 Seconds, and having a long chord bearing North 22 Degrees 47 Minutes 10 Seconds East and measuring 37.64 feet to the beginning of a tangent line; Thence North 37 Degrees 19 Minutes 12 Seconds East, a distance of 10.38 feet along said line; Thence North 37 Degrees 19 Minutes 12 Seconds East, a distance of 50.00 feet to the **POINT OF BEGINNING**, said tract containing 2.743 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record.

END OF EXHIBIT "B"

