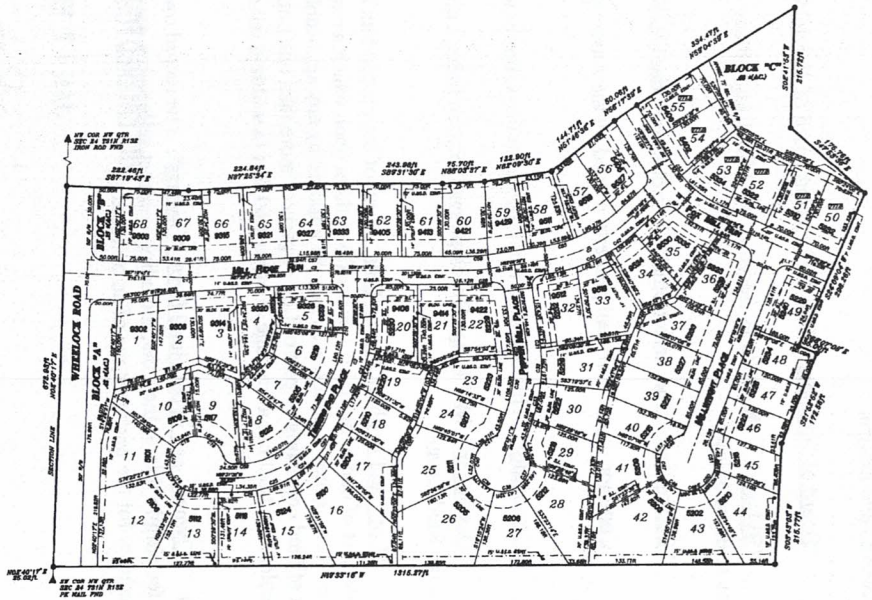
SECONDARY PLAT

Mill Ridge Place

SECTION I

A Subdivision Located in the Northwest Quarter of Section 24, Township 31 North, Range 13 East.

ALLEN COUNTY, INDIANA



APPROVED THIS 17th DAY OF November 1996
ALLEN COUNTY BOARD OF COMMISSIONERS

PRESIDENT, EDWIN J. ROUSSEAU

VICE PRESIDENT, LINDA BUOH

SECRETARY, JACK C. MACOMB

ATTEST:
THERESE F. BROWN, AUDITOR
ALLEN COUNTY, INDIANA

APPROVED THIS 27 DAY OF Nov. 1996
ALLEN COUNTY PLAN COMMISSION

PRESIDENT

VICE PRESIDENT

APPROVED THIS 3rd DAY OF December 1996
FOR DRAINAGE ONLY.

JEFFERY R. SONIC, ALLEN COUNTY SURVEYOR

APPROVED THIS 6 DAY OF Dec. 1996
FORT WAYNE-ALLEN COUNTY BOARD OF HEALTH

DR. JANE M. IRASCHER

CONFIRMED THIS 16 DAY OF Jan 1997
ALLEN COUNTY DEPARTMENT OF PLANNING SERVICES

DENNIS K. CORDER, EXECUTIVE DIRECTOR

I HEREBY CERTIFY THAT , TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT AND DESCRIPTION ACCURATELY REPRESENT A SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND EXECUTED ACCORDING TO THE SURVEY REQUIREMENTS OF 865 IAC 1-12 DATED THIS 20TH DAY OF NOVEMBER, 1996.

SIGNED Duane A. Brown

DUANE A. BROWN
KENDALLVILLE, IN
INDIANA RLS #LS 80040337

DUANE A. BROWN
REGISTERED
No. 50337
STATE OF
INDIANA
LAND SURVEYOR

NOTES:
1. ALL RIGHT-OF-WAY INTERSECTION RADII TO BE 20 FEET.
2. ALL RIGHT-OF-WAYS TO BE DEDICATED 50 FOOT WIDE TO ALLEN COUNTY.
3. ALL CUL-DE-SAC R/W TO BE 50' RADIUS.
4. ALL PARK AREAS, COMMON AREAS, OR BLOCK AREAS TO HAVE A BLANKET UTILITY AND SURFACE DRAINAGE EASEMENT.
5. ALL BURIED UTILITIES MUST ALLOW FOR PROPOSED DRAINAGE SWALE GRADES AS SHOWN IN PLANS.
6. (XXX.) DENOTES FLOOD PROTECTION GRADE.
7. U. & S.D. ESMT. DENOTES UTILITY AND STORM DRAINAGE EASEMENT.
8. BLDG. LINE OR B.L. DENOTES BUILDING LINE.
9. UTILITY ESMT. DENOTES UTILITY EASEMENT.
10. S.L. ESMT. DENOTES STREET LIGHT EASEMENT.

BENCHMARK DATA:
NORTH EDGE OF CASTING OF EXISTING MANHOLE LOCATED 83' WEST AND 25' NORTH OF THE NORTHWEST CORNER OF MILL RIDGE PLACE SECTION I, APPROXIMATELY 37' WEST OF THE EXISTING CENTERLINE OF WHEELOCK ROAD
ELEVATION: 785.54

#970002913 Page 1
RECORDED
01/17/1997 14:33:29
RECORDER
VERMILION L. YOUNG
ALLEN COUNTY, IN

Doc. No. 970002913
Receipt No. 1063
Date 01/17/1997 14:33:29

DEV $ 3.00
PLAT 25.00
FILE 5.00
Total 34.00

Plat Cab C pg 144

Mill Ridge Place Subdivision-Section I
Perimeter Description

Legal Description

A tract of land located in the Northwest Quarter of Section 24, T31N, R13E, in Allen County, the State of Indiana, more fully described as follows:

COMMENCING at the Southwest corner of said Northwest Quarter, Thence North 02 Degrees 40 Minutes 17 Seconds East (Assumed Basis of Bearings), a distance of 25.02 feet along the West line of said Northwest Quarter to the TRUE POINT OF BEGINNING; Thence North 02 Degrees 40 Minutes 17 Seconds East, a distance of 678.93 feet along said West line; Thence South 87 Degrees 19 Minutes 43 Seconds East, a distance of 222.46 feet; Thence North 87 Degrees 25 Minutes 34 Seconds East, a distance of 224.84 feet; Thence South 89 Degrees 31 Minutes 30 Seconds East, a distance of 243.96 feet; Thence North 88 Degrees 03 Minutes 37 Seconds East, a distance of 76.70 feet; Thence North 82 Degrees 09 Minutes 30 Seconds East, a distance of 132.90 feet; Thence North 51 Degrees 46 Minutes 36 Seconds East, a distance of 144.71 feet; Thence North 56 Degrees 17 Minutes 39 Seconds East, a distance of 50.06 feet; Thence North 59 Degrees 04 Minutes 39 Seconds East, a distance of 334.47 feet; Thence South 02 Degrees 41 Minutes 53 Seconds West, a distance of 215.72 feet; Thence South 47 Degrees 53 Minutes 36 Seconds East, a distance of 176.76 feet; Thence South 24 Degrees 09 Minutes 04 Seconds West, a distance of 298.26 feet; Thence South 68 Degrees 07 Minutes 08 Seconds East, a distance of 35.00 feet; Thence South 21 Degrees 52 Minutes 52 Seconds West, a distance of 172.56 feet, Thence South 03 Degrees 43 Minutes 03 Seconds West, a distance of 215.77 feet, Thence North 89 Degrees 33 Minutes 16 Seconds West, a distance of 1315.27 feet along a line parallel with and twenty-five (25) feet North of the South line of said Northwest Quarter to the POINT OF BEGINNING, said tract containing 23.12 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record.

FOR EASEMENT - SEE DOC 97-32955 6/20/97

FOR EASEMENT - SEE DOC 97-56948 & 97-56949 10/9/97

JULY ENTERED FOR TAXATION

JAN 17 1997

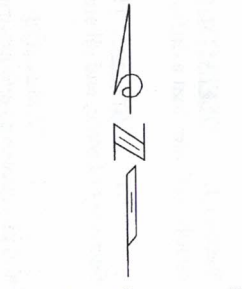
17045

CENTERLINE CURVE DATA:

CURVE	LENGTH	DELTA	RADIUS	TANGENT	DIRECTION	CHORD
C1	22.89ft	05°14'43"	250.00ft	11.45ft	S85°53'04"E	22.88ft
C2	14.63ft	03°20'56"	275.00ft	7.32ft	N89°53'16"W	14.63ft
C3	117.81ft	30°00'00"	225.00ft	60.29ft	N15°28'30"E	116.47ft
C4	183.34ft	41°51'44"	251.00ft	96.04ft	N21°32'38"E	179.31ft
C5	36.92ft	08°19'00"	275.00ft	18.50ft	N83°11'07"E	36.89ft
C6	138.08ft	28°47'41"	275.00ft	70.51ft	N69°34'27"E	134.89ft
C7	158.58ft	33°02'23"	275.00ft	81.54ft	N65°36'19"E	156.38ft

LOT CURVE DATA:

CURVE	LENGTH	DELTA	RADIUS	TANGENT	DIRECTION	CHORD
C8	137.16ft	34°55'33"	225.00ft	70.78ft	S48°43'00"E	135.04ft
C9	13.36ft	03°24'04"	225.00ft	6.68ft	S30°57'15"E	13.36ft
C10	14.80ft	04°13'00"	200.00ft	7.41ft	N02°34'01"E	14.80ft
C11	90.12ft	25°48'58"	200.00ft	45.84ft	N14°31'31"E	89.35ft
C12	11.34ft	04°19'58"	150.00ft	5.67ft	N33°39'39"E	11.34ft
C13	140.07ft	53°30'39"	150.00ft	75.61ft	N63°24'48"E	135.04ft
C14	28.67ft	11°24'38"	150.00ft	14.38ft	N89°48'18"E	28.63ft
C15	52.77ft	37°50'00"	80.00ft	27.33ft	S71°08'43"E	51.82ft
C16	43.47ft	48°48'31"	50.00ft	23.31ft	S01°33'17"E	42.15ft
C17	43.63ft	49°58'31"	50.00ft	23.53ft	S47°31'32"W	42.26ft
C18	43.54ft	49°52'31"	50.00ft	23.49ft	S87°24'15"W	42.17ft
C19	43.63ft	50°00'00"	50.00ft	23.54ft	N42°26'17"W	42.26ft
C20	43.63ft	50°00'00"	50.00ft	23.54ft	N07°26'17"W	42.26ft
C21	43.54ft	49°52'31"	50.00ft	23.49ft	N32°30'46"E	42.17ft
C22	43.63ft	49°58'31"	50.00ft	23.53ft	N82°29'48"E	42.26ft
C23	41.40ft	11°51'33"	200.00ft	20.77ft	N36°24'18"E	41.32ft
C24	66.79ft	19°08'01"	200.00ft	33.71ft	N51°34'03"E	66.50ft
C25	66.51ft	19°03'01"	200.00ft	33.57ft	N70°37'03"E	66.20ft
C26	54.50ft	15°36'31"	200.00ft	27.41ft	N85°13'17"E	54.33ft
C27	43.84ft	09°22'54"	268.00ft	21.96ft	N80°17'18"E	43.80ft
C28	17.80ft	03°48'29"	268.00ft	8.90ft	N85°59'31"E	17.80ft
C29	106.80ft	22°49'58"	268.00ft	53.94ft	N68°27'16"E	106.10ft
C30	14.53ft	03°44'14"	300.00ft	7.27ft	N66°28'24"E	14.53ft
C31	61.64ft	11°46'11"	300.00ft	30.93ft	N73°04'15"E	61.53ft
C32	67.06ft	12°48'27"	300.00ft	33.67ft	N13°04'15"E	66.92ft
C33	5.60ft	01°04'14"	300.00ft	2.80ft	N07°06'46"E	5.60ft
C34	34.54ft	39°34'49"	50.00ft	17.99ft	N18°23'23"E	33.86ft
C35	42.28ft	48°26'46"	50.00ft	22.40ft	N28°32'32"W	41.04ft
C36	43.32ft	49°38'38"	50.00ft	23.11ft	N77°45'56"W	41.98ft
C37	43.63ft	50°00'00"	50.00ft	23.54ft	S54°33'48"W	42.26ft
C38	43.63ft	50°00'00"	50.00ft	23.54ft	S04°33'48"W	42.26ft
C39	32.07ft	36°45'02"	50.00ft	16.60ft	N25°07'41"E	31.52ft
C40	52.51ft	60°09'59"	50.00ft	29.04ft	N35°57'17"E	50.15ft
C41	58.56ft	67°06'31"	50.00ft	33.44ft	N66°16'00"E	55.26ft
C42	62.19ft	71°15'36"	50.00ft	37.21ft	N44°16'00"E	58.28ft
C43	63.13ft	72°19'38"	50.00ft	37.72ft	N27°57'03"E	59.04ft
C44	62.51ft	71°37'29"	50.00ft	36.79ft	N89°14'51"E	57.48ft
C45	37.37ft	42°48'23"	50.00ft	19.47ft	S61°24'54"E	36.51ft
C46	39.28ft	45°00'33"	50.00ft	20.72ft	S18°57'01"E	38.28ft
C47	43.63ft	50°00'00"	50.00ft	23.54ft	S29°26'47"W	42.26ft
C48	38.28ft	44°39'27"	50.00ft	20.12ft	N87°07'30"W	37.33ft
C49	40.37ft	46°14'32"	50.00ft	21.54ft	N37°48'34"W	39.37ft
C50	43.63ft	50°00'00"	50.00ft	23.54ft	N32°48'39"E	42.26ft
C51	61.59ft	28°13'54"	200.00ft	46.59ft	S32°44'09"E	60.76ft
C52	30.39ft	08°41'53"	200.00ft	15.22ft	N33°16'12"E	30.35ft
C53	80.27ft	20°41'20"	250.00ft	45.63ft	N39°27'48"E	81.78ft
C54	53.84ft	12°21'00"	250.00ft	13.51ft	N49°58'18"E	53.74ft
C55	38.29ft	08°18'02"	250.00ft	19.18ft	N60°19'08"E	38.25ft
C56	15.69ft	03°02'34"	300.00ft	7.84ft	N62°43'25"E	15.69ft
C57	5.67ft	01°04'14"	300.00ft	2.83ft	N61°33'17"E	5.67ft



SUBDIVISION DEVELOPER:
Mill Ridge Development Corp.
10808 La Cabreah Lane
Fort Wayne, Indiana 46845
219-489-7095

SUBDIVISION ENGINEER:

D A Brown
Engineering Consultants, Inc.

702 GOODWIN ST. P.O. BOX 128 KENDALLVILLE, IN 46755
PHONE: (219) 347-2599 FAX: (219) 347-9484

ALLEN COUNTY PLAN COMMISSION CORPORATE SEAL

Allen County Recorder Document #: 970002913

Doc. No. 970002913
Receipt No. 1083
Date 01/17/1997 14:33:23
DCFD 3.00
PLAT 22.00
PLAT 9.00
Total 34.00

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO THE PLAT OF **MILL RIDGE PLACE, SECTION I** A SUBDIVISION IN ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA

Plat Cab C Page 144

Mill Ridge Development Corp., an Indiana corporation, by Joseph L. Zehr, its President, declares that it is the owner of the real estate shown and legally described in this plat ("Real Estate"), and lays off, plats and subdivides the Real Estate in accordance with the information shown on the certified plat attached to an incorporated shall be known and designated as Mill Ridge Place, Section I, a Subdivision in St. Joseph Township, Allen County, Indiana.

The lots are numbered from 1 through 68 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 expressly dedicated to public use for their usual and intended purposes.

RECORDED
01/17/1997 14:33:29
RECORDER
VIRGINIA L. YOUNG
ALLEN COUNTY, IN

PREFACE

Mill Ridge Place, Section I is part of a tract of real estate which is currently planned to be subdivided into a maximum of 200 residential lots. In addition to the recordation of the Plat of this document, there will be recorded articles of incorporation of Mill Ridge Place Community Association, Inc., it being Developer's intention that each Owner of a lot in Mill Ridge Place, Section I will become a member of said association, and be bound by its articles of incorporation and bylaws.

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

1.1 "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 "Association". Mill Ridge Place Community Association, Inc., an Indiana nonprofit corporation, and its successors and assigns.

1.3 "Board of Directors". The duly elected board of directors of the Association.

1.4 "Bylaws". The bylaws adopted by Mill Ridge Place Community Association, Inc., and all amendments to those bylaws.

1.5 "Committee". The Architectural Control Committee established under section 5 of the Covenants.

1.6 "Common Area". All real property owned by the Association for the common use and enjoyment of Owners.

1.7 "Covenants". This document and the restrictions, limitations and covenants imposed under it.

1.8 "Developer". Mill Ridge Development Corp. an Indiana corporation, and its assigns and successors in interest in the Real Estate.

1.9 "Lot", and in plural form, "Lots". Any of the platted lots in the Plat, or any tract(s) of Real Estate which may consist of one or more Lots or part(s) of them upon which a residence is erected in accordance with the Covenants, or such further restrictions as may be imposed by any applicable zoning ordinance; 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 60 feet in width at the established front building line as shown on the Plat.

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

JULY ENTERED FOR TAXATION

JAN 17 1997

AUDITOR OF ALLEN COUNTY

96 17045
AUDITOR'S NUMBER

1.11 "Plan Commission". The Allen County Plan Commission, or its successor agency.

1.12 "Plat". The recorded secondary plat of Mill Ridge Place, Section I.

1.13 "Subdivision". The platted Subdivisions of Mill Ridge Place, Section I.

Section 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 to and passes with the title to every Lot, subject to the following rights which are 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 to the use of the recreational facilities in the Common Area for any period during which any assessment against an Owner's Lot remains unpaid, or an Owner is in violation of the Covenants, the Articles, the Bylaws, or any published rule of the Association.

2.1.3 To dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association's members. No such dedication or transfer shall be effective unless an instrument signed by at least two-thirds of each class of Association members agreeing to such dedication or transfer, is recorded.

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, and tenants or contract purchasers who reside on the Owner's Lot.

Section 3. MEMBERSHIP AND VOTING RIGHTS

3.1 Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

3.2 The Association shall have the following two classes of voting memberships:

3.2.1 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 holds an interest in 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.

3.2.2 Class B. Class B membership consists of Developer. The Class B member shall be entitled to 630 votes less that number of votes which Class A members are entitled to exercise. Class B membership shall cease upon the happening of either of the following events, whichever occurs first:

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

3.2.2.2 on December 31, 2005.

Section 4. COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner, except Developer, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements. Such assessments to be established and collected as provided in these Covenants and the Bylaws. The annual and special assessments, together with interest, costs and reasonable attorney 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 such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health and welfare of the residents in the Subdivision, and for the improvement of facilities in the Subdivision. In addition, assessments shall be levied to provide for the proportionate burden of the maintenance of the common impoundment basin into which the Subdivision's surface waters drain.

4.3 Maximum Annual Assessments. Until January 1 of the year immediately following the first conveyance by Developer of a Lot, the maximum annual assessment shall be One Hundred Dollars ($100.00) per Lot. Subsequent assessments may be made as follows:

4.3.1 From and after January 1 of the year immediately following such first conveyance of a Lot, the maximum annual assessment may be increased each year by the Board of Directors, by a percentage not more than 8% above the annual assessment for the previous year, without a vote of the membership.

4.3.2 From and after January 1 of the year immediately following such first conveyance of a Lot, the maximum annual assessment may be increased by a percentage in excess of 8%, only by the vote or written assent of a majority of each class of members of the Association.

4.4 Special Assessments For Capital Improvements. In addition to the annual assessments authorized in section 4.3, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any new construction, or repair or replacement of an existing capital improvement in the Common Area, including fixtures and related personal property; provided that any such assessment shall require the vote or written assent of 75% of each class of members of the Association; and provided, further, that no such special assessment for any such purpose shall be made if the assessment in any way jeopardizes or affects the Association's ability to improve and maintain the Common Area, or pay its pro rata share of the cost of maintaining the common impoundment basin.

4.5 Notice and Quorum For Any Action Authorized Under Subsection 4.3 and 4.4. Any action authorized under sections 4.3.2 and 4.4 shall be taken at a meeting of the Association called for the purpose, written notice of which shall be sent to all members not less than 30 days, nor more than 60 days, in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite percentage of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by an officer of the Association within 30 days of the date of such meeting.

4.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly or yearly basis.

4.7 Date of Commencement of Annual Assessments/Due Dates. The annual assessments allowed under section 4.3 shall commence as to all Lots then subject to an assessment, on the first day of the month following the first conveyance of a Lot by Developer. The first annual assessment shall be pro rated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of the date the annual assessment is due. Written notice of the annual assessment shall be given to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether an assessment on a Lot has been paid.

4.8 Effect of Nonpayment of Assessment/Remedies of the Association.

4.8.1 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 interest in Indiana, whichever, is higher.

4.8.2 The Association may bring an action at law against each Owner personally obligated to pay the same, and foreclose the lien of an assessment against a Lot. No Owner may waive or otherwise escape liability for the assessments made under the 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 mortgages are foreclosed in Indiana. The Association shall also be entitled to recover the attorney fees, costs and expenses incurred because of the failure of an Owner to timely pay assessments made under this section 4.

4.9 Subordination of Assessment Lien to First Mortgages Liens. The lien of the assessments made under the Covenants shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the

assessment lien against it. No sale or transfer shall relieve an owner or Lot from liability for any assessment subsequently becoming due, or from the lien of any assessment. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer.

Section 5. ARCHITECTURAL CONTROL

5.1 No building, fence, wall, in-ground swimming pool, or other structure shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition, change, or alteration be made to a structure on a Lot until the plans and specifications showing the structure's nature, kind, shape, height, materials and location are submitted to and approved by the Committee in writing as to the structure's nature, kind, shape, height, materials and location are submitted to and approved by the Committee in writing as to the structure's harmony of external design and location in relation to surrounding structures and topography within the Subdivision. The Committee shall be composed of three members, the first Committee members to be: Joseph L. Zehr, Cathy A. Zehr and Orrin R. Sessions. A majority of the Committee may appoint 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 appoint a successor.

5.2 The Committee shall have the exclusive authority and responsibility to review the plans for construction of all primary residences in the Subdivision. The Committee may delegate to the Board of Directors (or to such other entity designated in the Articles or Bylaws) the authority and responsibility to review plans for construction of fences and other structures (excluding primary dwellings) in the Subdivision. Such delegation shall be made in writing, signed by a majority of the Committee members, and delivered or mailed to the Association's registered office.

5.3 After primary residences are constructed on all Lots in the Subdivision, the Board of Directors (or other entity designated under its Articles or Bylaws) shall succeed to the Committee's responsibilities under this section VI to review subsequent construction, modifications and additions of structures in the Subdivision.

5.4 In the event the Committee (or Board of Directors or other entity acting under section 5.2 or 5.3), fails to approve or disapprove the design and location of a proposed structure within 30 days after said plans and specifications have been submitted to it, approval will not be required, and approval under this section 5 will be deemed to have been given.

Section 6. GENERAL PROVISIONS

6.1 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 residence not to exceed two and one-half stories in height. Each residence shall include not less than a two-car garage, which shall be built as part of the residence and attached to it.

6.2 Dwelling Size.

6.2.1 No residence shall be built on Lots numbered 1 through 35, and 53 through 68, having a ground floor area upon the foundation (exclusive of one-story open porches, breezeways and garages) of less than 1,200 square feet for a one-story residence, or less than 1,500 square feet of total living area (excluding one-story open porches, breezeways and garages) for a residence that has more than one story.

6.2.2 No residence shall be built on Lots numbered 36 through 52 having a ground floor area upon the foundation (exclusive of one-story open porches, breezeways and garages) of less than 1,000 square feet for a one-story residence, or less than 1,200 square feet of total living area (excluding one-story open porches, breezeways and garages) for a residence that has more than one story.

6.3 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 nearer than a distance of 7 feet to an interior Lot line. No dwelling shall be located on an interior Lot nearer than 25 feet to the rear Lot line for Lots 1 through 10, 13 through 49 and 56 through 68 and 15 feet to the rear Lot line for Lots 11, 12 and 50 through 55.



6.4 Minimum Lot Size. No residence shall be erected or placed on a Lot having a width of less than 60 feet at the minimum building setback line, nor shall any residence be erected or placed on any Lot having an area of less than 7,200 square feet.

6.5 Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and over the rear of each Lot. 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 or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any residence or other structure on a Lot connecting it to the electrical distribution system of any electric public utility shall be provided by the Owner of the Lot who constructs the residence or structure, and shall carry not less than 3 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 said installations are located for operation, maintenance and replacement of service connections.

6.6 Surface Drainage Easements. Surface drainage easements and Common Area 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 in an unobstructed condition, and the County Surveyor (or proper public authority having jurisdiction over storm drainage) shall have the right to determine if any obstruction exists, and to repair and maintain, or require such repair and maintenance, as shall be reasonably necessary to keep the conductors unobstructed.

6.7 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 or nuisance to residents in the Subdivision.

6.8 Temporary Structures. No structure or assembly of a temporary character, including basement, tent, garage, shack, barn or other outbuilding, or of a moveable character, including boat or boat trailer, mobile or motor home, camper or camping trailer, shall be constructed, erected or located on any lot for any purpose, except basements constructed in connection with the construction and use of a single-family residence building.

6.81 No use as residence. No structure or assembly, as defined in 6.8, and including basements, whether of a permanent or temporary nature (excepting completed residence buildings) shall be used as a residence at any time.

6.82 Outbuildings. Outbuildings, including barns, sheds, cabanas or other permanent outbuildings, are not permitted on any lot without the approval of the Architectural Control Committee (or its designee under Section 5.2 and 5.3). If approved, the construction of such outbuildings shall be subject to the provisions of Section 5.

6.9 Outside Storage. No boat, boat trailer, recreational vehicle, motor home, truck, camper or any other wheeled vehicle shall be permitted to be parked ungaraged on a Lot for periods in excess of 48 hours, or for a period of which is in the aggregate is in excess of 8 days per calendar year. The term "truck" as used in this section 6.9 means every motor vehicle designed, used, or maintained primarily for the transportation of property, which is rated one-ton or more.

6.10 Free-Standing Poles. No clotheslines or clothes poles, or any other free standing, semi-permanent or permanent poles, rigs, or devices, regardless of purpose, with the exception of a flag pole displaying the United States flag, shall be constructed, erected, located or used on a Lot.

6.11 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 signs used by a builder to advertise a Lot during the construction and sales periods.

6.12 Antennas. No radio or television antenna with more than 24 square feet of grid area, or which attains a height in excess of 6 feet above the highest point of the roof of a residence, shall be attached to a residence on a Lot. No free-standing radio or television antenna shall be permitted on a Lot. No solar panels (attached, detached or free-standing) are permitted on a Lot. No satellite receiving disk or dish in excess of 20 inches in diameter shall be permitted on a Lot, provided however, that the installation and location of a permitted disk or dish must be approved by the Committee under Section 5.

6.13 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.

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

6.15 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.

6.16 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 residence or attached garage on a Lot.

6.17 Driveways. All driveways on Lots from the street to the garage shall be poured concrete, not less than 16 feet in width.

6.18 Individual Utilities. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on a Lot in the Subdivision.

6.19 Street Utility Easements. In addition to the utility easements designated in this document, easements in the streets, as shown on the Plat, are reserved and granted to all public utility companies, the owners of the Real Estate 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.

6.20 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 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.

6.21 Completion of Infrastructure. Before any residence on a Lot shall be used and occupied as such, the 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. This covenant shall run with the land and be enforceable by the Plan Commission or by any aggrieved Owner.

6.22 Certificate of Compliance. Before a Lot may be used or occupied, such user or occupier shall first obtain from the Allen County Zoning Administrator the improvement location permit and certificate of compliance required by the Allen County Zoning Ordinance.

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

6.24 Invalidation. Invalidation of any one of these Covenants by judgment or court order shall not affect

the remaining provisions, and such provisions shall remain in full force and effect.

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

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

6.26.1 After primary residences are constructed on all Lots in the Subdivision and certificates of occupancy are issued by the Plan Commission for such residences, 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 the future sections, if any, of Mill Ridge Place, Section I. For purposes of this section 6.26.1, the term "owner" shall have the same meaning with respect to Lots in such future sections, as the term "Owner" is defined in section 1.10.

6.26.2 Until primary residences are constructed on all Lots in the Subdivision and certificates of occupancy are issued for those residences, in order to amend the Covenants, Developer, in addition to those persons whose signatures are required under section 6.26.1, also must sign the amendatory document.

6.26.3 Notwithstanding the provisions of section 6.26.2, 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 of the Covenant provisions (except section 6.2) without approval of the Owners.

6.26.4 In order for any amendment of these Covenants to be effective, the approval of the Plan Commission shall be required.

6.27 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, the Developer and its successors in title shall have the absolute right to increase the size of any Lot by adding to such Lot a part of an adjoining Lot (thus decreasing the size of such adjoining Lot) so long as the effect of such addition does not result in the creation of a "Lot" which violates the limitation imposed under section 1.9.

Section 7. Attorney Fees and Related Expenses. In the event the Association, Developer, an Owner, or the Plan Commission is successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, or charge now or subsequently imposed by the provisions of these Covenants, the successful party shall be entitled to recover from the party against whom the proceeding was brought, the attorney fees and related costs and expenses incurred in such proceeding.

Section 8. Sidewalks. Plans and specifications for the Subdivision approved by an on file with the Plan Commission require the installation of concrete sidewalks within the street rights-of-way in front of Lots 5 through 9, 22 through 24, 35 through 40, 49, and 56 through 68, as 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 Covenant is enforceable by the Plan Commission or its successor agency, by specific performance or other appropriate legal or equitable remedy. Should a certificate of occupancy be issued to Developer for a Lot on which a sidewalk must be constructed, Developer shall be considered as an Owner subject to enforcement of this Covenant with respect to that Lot.

Section 9. Flood Protection Grades. In order to minimize potential damage to residences from surface water, minimum flood protection grades are established of 777 feet Mean Sea Level for 50 through 55. All residences on such Lots shall be constructed so that the minimum elevation of the 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 9.

Section 10. Mandatory Solid Waste Disposal. The Association shall be obligated to contract for disposal of garbage and other solid waste to and may pay for the cost of such disposal through assessments established under Section 4. An Owner who privately arranges for solid waste disposal to service the Owner's Lot shall not be excused from payment of any part of an assessment attributable to the cost of waste disposal for which the Association contracts under this Section 10.

IN WITNESS WHEREOF, Mill Ridge Development Corp. an Indiana Corporation, by its duly authorized President, Joseph L. Zehr, Owner of the

Real Estate, has signed this document on this 8th day of October 1996.

MILL RIDGE DEVELOPMENT CORP.

By: _____
Joseph L. Zehr, President

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this 8th day of October, 1996, personally appeared Joseph L. Zehr, known to me to be the duly authorized President of Mill Ridge Development Corp., and acknowledged the execution of the above and aforegoing as his voluntary act and deed and on behalf of said corporation for the purposes and uses set forth in this document.

_____
Orrin R. Sessions, Notary Public
Resident of Allen County, Indiana

My Commission Expires:

May 30, 2000

Witness my hand and notarial seal.

This instrument was prepared by James A. Federoff, Attorney at Law.