Plat Cab. G Pag 191

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND ARCHITECTURAL RESTRICTIONS APPENDED TO THE PLAT OF MILAGRO, SECTION II, A SUBDIVISION IN PERRY TOWNSHIP, ALLEN COUNTY, INDIANA

NWM Corp an Indiana corporation (the "Developer") by Joseph L. Zehr, President, declares that it is the owner of the real estate shown and legally described in this Plat ("Real Estate"), and lays off, plats and subdivides the Real Estate in accordance with the information shown on the certified Plat attached to and incorporated by reference in this document. The platted Subdivision shall be known and designated as Milagro, Section II, a Subdivision in Perry Township, Allen County, Indiana (the "Subdivision").

The Lots shall be subject to and impressed with the restrictions, covenants, limitations, easements and architectural restrictions hereinafter set forth. The provisions herein contained shall run with the land and shall inure to the benefit of the Owners of the Lots in the Subdivision and all land included therein, and shall be binding upon each Owner and their respective legal representatives, successors, grantees, heirs and assigns.

The Lots shown on the Plat are numbered from 43 through 100 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.

PREFACE

In addition to the recordation of the Plat and this document, there has been incorporated an Indiana not-for-profit corporation known as Milagro Community Association, Inc. (the "Association"), and each Owner of a Lot in the Subdivision of Milagro shall become a member of the Association, and be bound by its articles of incorporation and bylaws, upon acquisition of title to a Lot. Developer reserves the right to subdivide and plat, and to consent to allow third parties to subdivide and plat nearby and/or adjacent real estate as additional Sections of the Subdivision, and the lots in such additional Sections subsequently platted and subdivided may also be permitted or required to be members of the Association upon acquisition of title to a lot to such additional sections as may be more particularly provided in the recorded Plats of such additional Sections of the Subdivision, if any.

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 of the Association approved by the Indiana Secretary of State, including any and all amendments to those articles.

1.2 "Association". Milagro Community Association, Inc., an Indiana non-profit corporation, its successors and assigns.

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

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

1.5 "Bylaws". The Bylaws adopted by the Association, including any and all amendments to those Bylaws.

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

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

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

1.9 "Developer". NWM Corp an Indiana corporation, and any Successor Developer designated by the Developer.

1.10 "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 one single family residence may be or is erected in accordance with the Covenants, and any applicable zoning ordinance; provided, however, that no tract of land consisting of part of a 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 80 feet in width at the established front building line as shown on the Plat and further meets the requirements of Section 7.4.

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

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

1.13 "Plat". This recorded secondary Plat of Milagro, Section II, including the dedication, protective restrictions, covenants, limitations, easements and architectural restrictions.

1.14 "Subdivision". The Subdivision of Milagro, including all existing and future sections of such subdivisions.

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 impose reasonable restrictions, limitations, conditions, rules, and regulations regarding Owner's use and enjoyment of the Common Area as well as those permitted in Section 7.6.

2.1.3 To suspend the voting rights and right to the use of the Common Area and/or any 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 rule or regulation of the Association.

2.1.4 To dedicate or transfer all or any part of the Common Area or any interest or easement therein to any public agency, authority or utility upon the vote and approval of at least two-thirds (2/3) of each class of Association members. Provided however, that Developer, without such vote and approval, may, prior to the time when fee simple title to all Lots have been conveyed by Developer, transfer, dedicate or convey such portions of the Common Area to adjoining Lot Owners as may be necessary to allow such adjoining lot owners to comply with the requirements of the Zoning Authority, permit requirements, or with provisions of Section 7, and the Developer may convey easements in, on and over any Common Area to a public utility, before the Authority Transfer Date, but no such easement shall be granted over areas on which structures or buildings then exist. No such dedication or transfer, except those made by Developer as provided above, shall be effective unless an instrument signed by at lease two-thirds of each class of Association members agreeing to such dedication or transfer, is recorded.

2.2 Delegation of Use. An Owner may delegate, in accordance with the Bylaws, the Owner's right to use and enjoy the Common Area and any recreational facilities located thereon, to members of the Owner's family residing on the Owner's Lot, and tenants or land contract purchasers who reside on the Owner's Lot.

Section 3. MEMBERSHIP AND VOTING RIGHTS

3.1 Membership of Owner. All Owners shall be members of the Association, and shall be subject to and bound by the Articles and By Laws of the Association from the commencement of ownership to a Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

3.2 Association Classes of Membership. 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 after and only after the Authority Transfer Date set forth in Section 4.1. Prior to the Authority Transfer Date, Class A Lot Owners shall have no voting rights in the Association. When more than one person holds an interest in a Lot, all such persons shall be members. The vote, when applicable and effective, 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 each Lot.

3.2.2 **Class B.** Class B membership consists of Developer. The Class B member shall be entitled to 300 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:

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

3.3.2.2 on December 31, 2025; or

3.3.2.3 When Developer executes and records an irrevocable disclaimer of its Class B membership.

3.2.3 **Additional Sections**. The Developer reserves the right to subdivide and plat, and to consent to and allow third parties to subdivide and plat nearby and/or adjacent real estate as additional Sections of the Subdivision, and each Owner of a Lot in such additional Sections shall, pursuant to the terms of that recorded Plat and covenants, also be members of the Association as provided therein, and provided further that Developer shall have Class B voting rights for its lots in such additional Sections in a ratio of not more than three to one (3:1).

Section 4. INITIAL MANAGEMENT AND CONTROL BY DEVELOPER.

4.1 Definition of "Authority Transfer Date". The Authority Transfer Date is that date upon which Class A members of the Association shall have and hold voting rights for each Lot as set forth in section 3.2.1 hereof and in the Articles and By-Laws of the Association. The Authority Transfer Date shall be the earlier of:

(a) When title to 75% of all of the Lots in the Subdivisions have been conveyed by Developer to a third party. For purposes of Section 4.1(a), the term "Subdivisions" includes all lots in additional or future sections of the Subdivision, if any, which are shown as lots in the final primary Plat of this Subdivision as future sections, or

(b) Twelve (12) years from the date of recording of this Plat, or

(c) When Developer, in its sole and absolute discretion, so determines and provides sixty days' prior Notice to the Association.

4.2 Prior to the Authority Transfer Date. Prior to the Authority Transfer Date as defined above, the Developer shall appoint all members of the Board of Directors of the Association, and

the Class A members shall have no voting rights in the Association. Directors appointed by the Developer shall serve at the will of the Developer and shall be deemed to be Owners only for the purpose of serving on the Board. Meetings of the Board of Directors, prior to the Authority transfer Date, shall not be required to be held open to Lot Owners, and notice of such meetings to Owners shall not be required. In addition, prior to the Authority Transfer Date, the Board shall not be required to seek Owner approval of the budget or the Annual Assessment.

4.3 Assessment limitations. Prior to the Authority Transfer Date, the Board may increase the annual assessment, but not by more that 8% above the annual assessment for the previous year.

Section 5. COVENANT FOR MAINTENANCE ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner, except Developer and a Builder that has been temporarily exempted as provided hereinafter, 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; (2) special assessments for capital improvements and professional accounting, and legal fees of the Association. Such assessments shall 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 a Lot 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 Owner of such Lot at the time when the assessment became due. Notwithstanding any other provision herein to the contrary, Developer shall have the absolute and unrestricted right from time to time to temporarily exempt a Builder as a Lot Owner from the obligation to pay any Assessments or any lien for any such Assessments. A temporary exemption, if so granted by Developer to a Builder shall terminate at the earlier of: (i) six (6) years from the date of acceptance of a deed from Developer; (ii) thirty days after the Developer provides the Builder with written notice of the revocation of the temporary exemption; (iii) the date on which the Builder first conveys title to the Lot, to a successor-in-interest, but nothing contained herein shall prevent Developer from granting the successor-in-interest a temporary exemption if the successor-in-interest is a Builder; or is holding the Lot in inventory for sale; or (iv) the date on which a residence located on a Lot is occupied by residents living therein. A Lot Owner first acquiring title from a Builder that was granted a temporary exemption shall be obligated to pay the prorated remaining portion (based upon a per diem basis) of any Assessment at the time of and concurrently with the successor in interest's acquisition of title to the Lot from the Builder. The prorated remaining portion of the Assessment due from the Owner first acquiring title from a Builder shall be a lien against a Lot, and shall not be subordinate to the lien of any first mortgage.

5.2 Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health and welfare of the residents in the Subdivisions, for the maintenance and improvement of Common Areas in the Subdivisions, the proportionate cost of the maintenance of any Common Impoundment Basins located in any Common Areas into which the Subdivision's storm waters drain and attendant water level control structures, for professional accounting and legal fees of the Association, and for solid waste disposal as provided in Section 8.

5.3 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 $500.00 per Lot plus weekly refuse/garbage pickup services, if any, as provided in Section 8. Prior to and after the Authority Transfer Date, the Board of Directors may increase the maximum annual assessment by a percentage not more than 8% above the annual assessment for the previous year. Prior to the Authority Transfer Date, 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 votes of each class of members of the Association. From and after the Authority Transfer Date, 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 each class of members of the Association.

5.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized in Section 5.3, 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, related personal property and for professional accounting and legal fees; provided that any such special assessment shall require the written consent of at least 75% of the votes of each class of members of the Association in the Subdivisions including the written consent of 75% of the votes of each class of members of the Association in any subsequently platted additional Sections, if any, of the Subdivision

5.5 Notice and Quorum for Any Action Authorized Under Subsections 5.3 and 5.4. Any action authorized under Sections 5.3 and 5.4 shall be taken at a meeting of the Association called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. If the proposed action is favoured by a majority of the votes cast at such meeting, but such vote is less than the required percentage of each class of members, members who were not present in person or by proxy may give their consent in writing, provided the same is obtained by an officer or agent of the Association within sixty (60) days of the date of such meeting.

5.6 Uniform Rate of Assessment. Except for irrigation fees permitted in Section 7.6, and except for any parcel not contained within the Subdivision, all annual and special assessments must be fixed at a uniform rate for all Lots, including any additional Sections and may be collected on a monthly, quarterly, or yearly basis, provided, however, Lots owned by Developer upon which there is no residence constructed and Builders granted a temporary exemption pursuant to Section 5.1 shall not be subject to annual or special assessments.

5.7 Date of Commencement of Annual Assessments Due Dates. Annual assessments made under Section 5.3 shall commence as of the first day following the first conveyance of a Lot by Developer, excepting Lots owned by the Developer and Builders whose Lots are temporarily exempted. The first annual assessment shall be pro-rated to the date of closing. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (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.

5.8 Effect of Non-payment of Assessments/Remedies of the Association.

5.8.1 Any assessment not paid within thirty (30) days after its due date shall bear interest from the due date at the rate of 12% per annum or at the maximum legal rate permitted by the State of Indiana whichever is lesser.

5.8.2 The Association may bring an action 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 attorney fees, third party collection fees and all other costs and expenses incurred because of the failure of an Owner to timely pay assessments made under this Section 5.

5.9 Subordination of Assessment Lien to First Mortgage Liens. Except as otherwise provided in Article 5.1 hereof, the lien of the assessments made under the Covenants shall at all times be subordinate to the lien of any first mortgage. Any 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 an 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 assessments which become due prior to such sale or transfer.

5.10 Storm Water System Maintenance. The Association shall be obligated to maintain, repair and/or replace, as necessary, the storm water drainage system, all storm water quality amenities, and any current or future Storm Water Detention Basin together with outlet and water level control structures located on the Common Areas, as filed and approved by the Allen County Plan Commission, the Allen County Surveyor's Office and the Allen County Drainage Board. All of these drainage systems and approvals have been granted for the use and benefit of this Section of the Subdivision and any future Sections of Milagro. The cost of all such repair, maintenance and replacement shall be assessed in accordance with Section 5.2 hereof.

The Allen County Drainage Board and/or the Allen County Surveyor's Office, or its successor agency, shall have the right to order the Association to carry out its obligations to maintain, repair or replace the Storm Water Drainage System, all water quality amenities, and any current or future storm water detention system improvements as provided hereinabove. Assessments which have been collected by the Allen County Drainage Board from Lots in the Subdivision will be utilized by the Allen County Drainage Board and or by the Allen County Surveyor for maintenance, repair and replacement of the regulated storm pipe system prior to the Associations incurring such maintenance, repair or replacement obligations.

5.11 Administrative Fees. The Association may assess against a Lot a reasonable administrative fee for providing each letter (a "Dues Statement Letter") setting forth the status of any annual of special assessments due from any Lot Owner. From time to time, the Association is requested by sellers, buyers, mortgage lenders and real estate closing service providers on behalf of

Lot Owners to set forth the current status of payment of annual and special assessments with respect to any Lot. The Association incurs time, cost and expense in providing such letters. The Dues Statement Letter administrative fee is initially fixed at $65.00 per letter. The Board of Directors of the Association shall have the right to adjust/increase this administrative fee from time to time.

The Association may also assess against a Lot a reasonable administrative fee for providing each letter notifying a Lot Owner of any violation or breach of the Declaration in, on, about or arising from that Owner's Lot (a "Notice of Covenant Violation Letter"). The Association from time to time notifies Lot Owners of violations and breaches of the Declaration. The Association incurs time, cost and expense in receiving and reviewing complaints of any Declaration violations, reviewing the pertinent provisions of the Declaration, onsite inspections, consultation with third parties, mailing and other time, cost and expenses. After the Association has sent a Lot Owner the first Notice of Covenant Violation Letter, the Association may assess a reasonable administrative fee or sending any second and any subsequent Notice of Covenant Violation Letters sent to the Lot Owner for the same or substantially the same violation. The administrative fee for any second and subsequent Notice of Covenant Violation Letters is initially fixed at $65.00 per letter. The Board of Directors of the Association shall have the right to adjust/increase this administrative fee from time to time. The second and any subsequent Notice of Covenant Violation Letters may not be sent more often than every twenty (20) days. The assessment of this administrative fee shall be in addition to and not in lieu of any other available remedies of the Association, including the recovery of all legal fees, cost and expenses.

The administrative fees for the Dues Statement Letter and the Notice of Covenant Violation Letter shall become delinquent and shall, together with interest, become a continuing lien on the applicable Lot and shall run with the Lot if not paid within thirty (30) days after the date of the issuance of the applicable letter. If the administrative fee for the Dues Statement Letter or the Notice of Covenant Violation Letter is not paid when due, notice of the lien may be recorded in the Recorder's Office and the Association shall have the right to recover the administrative fee against the Lot Owner personally and/or by foreclosing its lien, and pursuing any other remedy that is available to the Association for non-payment of any annual or special assessment, with the same force and effect as if the administrative fee for a Dues Statement Letter or a Notice of Covenant Violation Letter was a delinquent assessment as provided in the Declaration.

Section 6. ARCHITECTURAL CONTROL

6.1 Construction Approval. No structure or improvement, including but not limited to, building, residence, garage, fence, wall, in-ground swimming pool and spa, exterior lighting, swing set, play equipment, permanent basketball goals or other structures for sports and recreation, statues, lawn ornaments, or other non-living landscaping ornamentation device or any other structure (individually a "structure" and collectively "structures") 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 unless and until the plans and specification showing the structure's nature, kind, shape, height, materials and location are submitted to and approved by the Architectural Control Committee in writing as to the structure's harmony of external design and location in relation to the surrounding structures and topography in the Subdivision. The Developer shall serve as the Architectural Control Committee until residences are constructed on all Lots in the Subdivision at which time the

Board of Directors of the Association shall serve as the Architectural Control Committee. Until the Association succeeds to the Architectural Control Committee's responsibilities pursuant to Section 6.5, the Developer may from time to time, in writing, appoint another entity, individual, or group of individuals to act as its representative for the Developer in some or all matters regarding its rights, duties, and responsibilities under Section 6. The burden of proof shall be upon the party submitting the plans and specifications (including any landscaping plans) to conclusively establish that the plans and specifications were actually submitted for approval and approved as to that structure's harmony of external design and location in relation to the surrounding structures and topography in the Subdivision. The Developer shall have the right to temporarily exempt any Builder or Lot Owner from submitting landscaping plans. Such exemption may be revoked at any time by the Developer and the Lot Owner shall thereafter be required to submit for approval a landscaping plan and to install the approved landscaping pursuant to these covenants, including Section 6.6 hereof.

6.2 Lawn. In the event the Owner of a Lot fails to commence construction on a Lot within twelve (12) months after the purchase of said Lot, the Lot Owner shall seed the entire Lot with grass and regularly mow and maintain same. Should the Lot Owner fail to comply with the requirements as set forth herein, the Architectural Control Committee shall have the right to enter upon the Lot and seed the entire Lot with grass, and to mow and maintain the Lot and shall have the right to claim a lien upon the Lot and to recover personally from the Lot Owner for all costs, expenses and attorney fees incurred as a result of any default or breach of this covenant, which lien shall be subject to the same collection rights and remedies granted to the Association in Section 5. The Lien shall not become effective against bona fide purchasers for value without notice thereof, unless and until said lien is duly recorded in the Recorder's Office of Allen County, Indiana.

6.3 Dwelling Façade. The entire front façade, except soffits, of every residence constructed on any Lot shall be either brick, stone masonry, such other materials as may be approved by the Architectural Control Committee from time to time.

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

6.5 Board of Directors Authority. After residences are constructed on all Lots in the Subdivision, the Board of Directors (or such other entity designated under its Articles or Bylaws) of the Association shall then succeed to the Architectural Control Committee's responsibilities of Developer under this Section 6 to review construction, modifications and additions of any and all improvements and structures in the Subdivision, including by way of illustration and not limitation, the improvements and structures described in Section 6.1 hereof.

6.6 Time Constraint. In the event the Architectural Control Committee (or Board of Directors of the Association or other representative acting under Sections 6.1, 6.3 or 6.4) fails to act to approve, modify, or disapprove the design, harmony and location of a proposed improvement or

structure within 30 days after said plans and specifications have been submitted to it, approval will not be required, and approval under this Section 6 will be deemed to have been given.

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

6.8 Non-liability of Architectural Control Committee. Plans and specifications are not reviewed for engineering or structural design or quality of materials, or to assure that any improvements constructed pursuant thereto are located within recorded set backs established by either the Plat, the Covenants, or in accordance with applicable zoning ordinances, or designed or constructed pursuant to Covenants or building codes, and by approving such plans and specifications, neither the Architectural Control Committee, the Developer, its representative, nor the Association assumes liability or responsibility therefore for any defect in any structure constructed from such plans and specifications, nor for any actions of any Builder in connection therewith. Neither the Architectural Control Committee, the Developer, its representatives, the Association, the Board of Directors, nor any officers, directors, members, employees, agents, or any appointed

representative of any of them shall be liable by way of legal or equitable relief or in damages to anyone by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval, modification, or disapproval of any such plans and specifications. Every Lot Owner, for himself and for all parties claimed by or through such Lot Owner, agrees not to bring any action or suit against Architectural Control Committee, the Developer, its representative, the Association, the Board of Directors, or the officers, directors, members, employees, agents, or appointed representatives of any of them to recover seeking legal or equitable relief or damages and hereby releases all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provide that a general release does not extend to claims, demands, and causes of actions not known at the time this release is given.

6.9 Fence and Landscaping Restrictions. No fence, tree, bush, shrubbery or other planting or sight obstruction shall be erected, planted or maintained in the rear yard of Lots 58 through 74 and 90 through 100 that obstructs the sight or view of lakes and ponds in the Subdivision unless approved by the Architectural Control Committee in its sole and absolute discretion. In exercising its discretion, the Architectural Control Committee may, in its discretion, approve reasonable sight or view obstructions of lakes and ponds in such rear yards in the Subdivision, such as by way of illustration and not limitation, certain types of trees, or black wrought iron fences not exceeding three (3) feet in height, and may deny approval of unreasonable sight or view obstruction, such as stockade or chain link fences, spruce trees or arborvitae plantings. The Architectural Control Committee and the Association reserve the right to come on the above referenced Lots to remove sight obstructions, including removing fences or trimming or removing trees, bushes, shrubbery and other plantings located in such rear yards that obstruct the sight or view thereon at the Lot Owner's expense if the Lot Owner fails to promptly eliminate or reduce the sight or view obstruction after written request from the Architectural Control Committee. For purposes of this Section, the rear yard is defined as any portion of these Lots that is located between the rear of the exterior of the residence located on the Lot and the rear Lot line.

Section 7 GENERAL PROVISIONS

7.1 Use. Lots may not be used for any uses and purposes other than for single-family residential uses and purposes and for a home occupation that meets the requirements set forth hereinafter. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family residence not to exceed two and one-half stories in height. Each residence shall include a garage attached as part of the residence, which garage shall have a floor area of not less than six hundred sixty (660) square feet; to accommodate not less than three cars which attached garage shall have two (2) or more overheard garage doors which have an aggregate width of not less than twenty-four (24) feet for all such overhead garage doors; such overhead doors to be located on the exterior wall of the garage which is accessed by the driveway. No Lot shall be used for any purpose other than as a single-family residence, provided however, Developer shall have the sole authority to approve a Builder using the home on any Lot as a model for the purpose of selling homes in the Subdivision constructed or to be constructed by the Builder. Developer shall further have the sole authority to approve outdoor signage and/or flagpoles in connection with the Builder's model home. A home occupation may be permitted so long as:

(i) the Owner has obtained any and all required governmental approvals necessary or required in order to conduct the home occupation on the Lot;

(ii) the Architectural Control Committee has been provided with written notice of the proposed home occupation at the earlier of forty-five (45) days prior to the commencement of the home occupation in the residence or forty-five (45) days prior to the date of filing of any required application with any applicable governmental agency, if required;

(iii) any such home occupation use shall be conducted entirely within the residence and such home occupation shall be clearly incidental and secondary to the use of the residence for single-family dwelling purposes and shall not change the character thereof;

(iv) there shall be no sign attached to the exterior of the residence or free standing sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a single-family residence;

(v) there shall be no vehicle or equipment related to the operation of the business ungaraged and visible at any time except for the purpose of ingress and egress from the property;

(vi) there shall be no customers that come in, on or to the residence nor shall there be any employees of the home occupation other than the Lot Owner and direct family members provided, however, intermittent or occasional customers and employees that park only in the driveway of the Lot with the home occupation shall be permitted; and

(vii) the operating of the Association shall not be considered a business activity under this Section 7.1.

7.2 Dwelling Size. No residence shall be built on a Lot having a ground floor area upon the foundation, exclusive of any open porches, breezeways or garages, of less than 2000 square feet for a one-story residence, or a total living area exclusive of open porches, breezeways and garages of less than 2400 square feet for a residence that has more than one story.

7.3 Building Lines. No residence shall be located on a Lot nearer to the front building setback line shown on the Plat nor nearer to the side yard building setback line than the minimum building setback lines established in these Covenants. For Lots abutting two (2) public streets (corner Lots) the Plat may show two (2) front yard setbacks, on being twenty (20) feet and the other being thirty (30) feet form the front Lot line. For any such Lots showing two (2) different front building setback lines on the Plat (an "interior Lot"), the front side of the residence constructed thereon (determined by the side of the street Post Office address), shall be deemed to be the front Lot line, the opposite of the front Lot line shall be deemed to be the rear Lot line, and the other Lot lines shall be deemed to be the side yard Lot lines. For any interior Lot: (i) the front yard setback shall be thirty (30) feet; (ii) the side yard setback for any side abutting a public street shall be twenty (20) feet; (iii) all other side yards shall be five (5) feet; and (iv) the rear yard setback shall be twenty-five (25) feet. No residence shall be located nearer than a distance of five (5) feet to a side yard Lot line and except for interior Lots, the aggregate width of both side yards shall be a minimum of twelve (12) feet or the

minimum then specified in the Allen County Control Subdivision Ordinance, whichever is greater.

Except as expressly modified herein, all other terms and conditions of the Protective Restrictions shall remain in full force and effect.

7.4 Minimum Lot Size. No residence shall be erected or placed on a Lot having a width of less than eighty (80) feet at the front Lot building setback line, nor shall any residence be erected or placed on any Lot having an area of less than ten thousand (10,000) 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, cable, poles or overhead facilities of any kind for any utility service or for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing contained in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any residence or other structure on a Lot connecting it to the electrical distribution system of any electric public utility shall be provided by the Owner of the Lot that constructs the residence or structure, and shall carry not less than three (3) wires and have a capacity of not less than two hundred (200) amperes. Any public utility charged with the maintenance of underground utility installations and facilities shall have access to all easements in which said installations are located for operation, maintenance, repair and replacement of such utilities.

7.5.1 Non-Obstruction of Easements. All easements dedicated on the Plat or these Covenants shall be kept free of all permanent structures, and any structure, shrubbery, trees, or other installation thereon, whether temporary or permanent, shall be subject to the paramount right of the entities for which such easements are intended to benefit, to install, repair, maintain or place any utilities, including but not limited to electrical, phone, water and sewage utilities, and the removal of any such obstructions by utilities or sewage treatment works shall in no way obligate them either in damages or to restore the easement or any obstruction thereon to its original form.

7.6 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 grading of the drainage easements shall be constructed and maintained so as to achieve this purpose. Such easements shall be maintained in an unobstructed condition and the County Surveyor (or any other proper public authority having jurisdiction over storm drainage) shall have the right to determine if any obstruction exists, and to repair and maintain, or require such repair and maintenance, as shall be reasonably necessary to keep the drainage easements and conductors unobstructed

All Lots directly abutting any retention pond located on any Common Area may be permitted by the Association to access and use the water in the pond for an open loop geothermal heating and cooling system. No Lot shall be permitted to use any such retention pond for a closed loop geothermal system. Access to and use of the retention pond for an open loop geothermal system by directly abutting Lots shall require the prior written approval of the Association. As a condition of

approval, the Association shall be entitled to impose reasonable conditions of approval, such as by way of illustration and not limitation, size and location of water intake inlet, pump and water line location and size, as well as screening and/or burying of any line and pump. Neither the Developer nor the Association shall have any liability to any Lot Owner due to the inadequacy of the water or inability of the water level or volume to service any Association approved geothermal system.

No Lot abutting any retention pond shall be permitted to access, use, or draw water from any pond for irrigation purposes without the prior written consent of the Association which approval may be withheld or conditioned in its sole and absolute discretion. Any approval so granted may impose conditions and restrictions as well as the requirement to pay an annual or monthly fee, and any such approval may be revoked at any time upon fifteen (15) days prior written notice to the Lot Owner. Any fee charged for irrigation need not be uniform for each Lot and differential irrigation fees may be based upon Lot size, irrigation water usage, and whether the Lot Owner has an open loop geothermal system that discharges into the pond.

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

7.8 Structures Other Than Single-Family Residence. Except as specifically permitted in this Plat and Covenants, no structure, whether temporary, permanent, or otherwise, shall be erected, maintained, or used on any Lot other than one single-family residence. Prohibited structures include, by way of illustration and not limitation, shack, or storage shed. Notwithstanding the foregoing, the Architectural Control Committee may, subject to compliance with Section 6, permit to be erected and maintained in its sole and absolute discretion residential playground equipment such as swing sets, in-ground swimming pools, cabanas, gazebos and fences. In exercising such discretion, the Architectural Control Committee may establish, maintain, and revise from time to time guidelines for consideration and evaluation of such structures, and shall endeavour to act reasonably consistent in the application of its guidelines then in effect in the consideration and evaluation of any such requested approvals. The decision of the Architectural Control Committee shall not be subject to appeal or challenge.

7.9 Outside Storage. No boat, boat trailer, jet ski, snowmobile, recreational vehicle, motor home, truck, bus, camper, any motor vehicle not currently titled, registered, or having a current license plate, or any non-operable motor vehicle shall be permitted to be parked outside an enclosed garage. No boat, boat trailer, jet ski, snowmobile, recreational vehicle, motor home, truck, bus, camper, any motor vehicle not currently titled, registered, or having a current license plate, or any non-operable motor vehicle shall be permitted to be parked outside an enclosed garage on a Lot or on any public or private street in the Subdivision for periods in excess of 48 hours, or for a period which is the aggregate is in excess of sixteen (16) days per calendar year. The term "truck" as used in this Section 7.9 is defined to mean any motor vehicle which has a gross vehicle weight in excess of 8,700 pounds or which is rated at a load carrying capacity of one-ton or more. In determining the 48-hour or sixteen-calendar day requirements of this Section, there shall be included any temporary removal or moving of such prohibited parking or storage where the primary purpose of such removal or moving is to avoid or evade the requirements of this Section.

7.10 Free-Standing Poles. Except as provided in Section 7.1, no clotheslines or clothes poles, or any other free standing, semi-permanent or permanent poles, rigs, or devices, regardless of purpose, with the exception of: (i) a flag pole displaying the United States federal or state flag; or (ii) a permanent basketball pole; or a yard lighting pole shall be constructed, erected, or located or used on a Lot unless that the installation and location thereof are approved by the Architectural Control Committee under Sections 6 and 7.8.

7.11 Signs. Except as provided in Section 7.1, no sign of any kind shall be displayed to the public view on a Lot except one professional sign of not more than five square feet, advertising a Lot for sale or rent, or signs used by a Builder to advertise a Lot during the construction and sales periods.

7.12 Antennas. Subject to lawfully binding applicable federal statutes, no radio or television antenna with more than twenty-four (24) square feet of grid area, or that 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. Satellite receiving disk or dish shall be permitted on a Lot, provided however, that the installation and location of a satellite dish must be approved by the Architectural Control Committee under Sections 6 and 7.8.

7.13 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.

7.14 Animals. No animals, livestock or poultry of any kind shall be raised, bred, maintained or kept on a lot, provided that any acceptable animals are not kept for any commercial purpose. In case of a dispute or disagreement, the Architectural Control Committee is herewith granted the authority to conclusively determine whether an animal is acceptable or is not a permitted.

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

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

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

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

7.19 Street Utility Easements. In addition to any utility easements dedicated in the Plat and Covenants, utility 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), electric, telephone, or cable TV service, or any other public utility with all necessary utility facilities, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction over the maintenance and repair of said streets.

7.20 Storm Water Runoff. No rain and storm water runoff, sump pump, or such things as roof water, street pavement and surface water caused by natural precipitation, shall at any time be discharged or permitted to flow into the sanitary sewage system serving the Subdivision, which shall be a separate sewer system from any storm water and surface water runoff drainage 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.

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

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

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

7.24 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.

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

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

7.26.1 Except as otherwise provided in Section 7.26.2 and 6.27, in order to amend any provisions of these Covenants, the amendment shall require the written consent of at least 75% of the votes of each class of members of the Association in the Subdivision, including the written consent of 75% of the votes of each class of members in any subsequently platted additional Sections, if any, of the Subdivision. For purposes of this Section 7.26.1, the term "Owner" and "Lots" shall have the same meaning with respect to "Owners" and "Lots" in such future sections, as the term "Owner" and "Lots" is defined in Sections 1.10 and 1.11. Further, until single-family residences are constructed on all Lots in the Subdivision and certificates of occupancy are issued for those residences, in order to amend these Covenants, the Developer, in addition to those persons whose signatures are required under this Section 7.26.1, also must approve and sign the amendment in order for the amendment to be valid and effective.

7.26.2 Notwithstanding the provisions of Section 7.26.1, Developer and its successors and assigns shall have the exclusive right for a period of six (6) years from the date this Plat and these Covenants are recorded, to modify, amend or revoke any of the terms or provisions of the plat or the Covenants, provided however such amendment shall not serve to reduce the minimum Lot size or other requirements contained in Section 7.2, without the written consent of at least 75% of the Lot Owners.

7.27 Lot Size Alterations. No Lot or combination of Lots may be further subdivided until approval for such subdivision has been obtained from the Zoning Authority; except, however, the Developer and its successors in title shall have the absolute right to increase the size of any Lot by adding to such Lot a part of an adjoining Lot (thus decreasing the size of such adjoining Lot) so long as neither of the Lots from which land was added or deleted violates the limitations imposed under Section 1.10 and the requirements of Section 7.4.

Section 8. MANDATORY SOLID WASTE DISPOSAL. Unless weekly refuse/garbage pickup services are provided by a governmental entity having jurisdiction thereof, the Association shall be obligated to select a contractor for the disposal of garbage and other solid waste and may pay for the cost of such disposal through assessments established under Section 5, provided however the Association may elect to have the selected contractor bill each Lot Owner directly. An Owner who privately arranges for solid waste disposal to service the Owner's Lot shall not be exempt from payment of any part of an assessment attributable to the cost of waste disposal for which the Association contracts under this Section 8.

Section 9. ATTORNEY FEES AND RELATED EXPENSES. In the event the Association, Developer, an Owner, or the Zoning Authority is successful in any proceeding, whether at law or in equity, brought against an Owner to enforce any restriction, Covenant, limitation, easement, condition, reservation, lien, or charge now or subsequently imposed by the provisions of these

Covenants or the Plat, the successful party seeking enforcement thereof shall (except as limited hereinafter) be entitled to recover from the party against whom the proceeding was brought, the reasonable attorney fees and related litigation costs and expenses incurred in such proceeding; and provided further, however, in no event shall the Developer or the Association or their respective officers, directors, agents, or employees ever be held liable for any attorney fees or litigation costs and expenses of any other party in any legal proceeding.

Section 10. SIDEWALKS. Plans and specifications for the Subdivision approved by and on file with the Zoning Authority require the installation of concrete sidewalks within the street rights-of-way in front of Lots 48 through 60, 74 through 78 and 84 through 92. The obligation to install such concrete sidewalk is the obligation of the Owner of the Lot exclusive of Developer. The sidewalk to be installed on a Lot shall be completed in accordance with such plans and specifications prior to the issuance of a certificate of occupancy for such Lot. This Covenant is enforceable by the Zoning Authority, the Developer, the Association, or an Owner, by specific performance or other appropriate legal or equitable remedy. Should a certificate of occupancy be issued to Developer for a Lot on which a sidewalk is required to be constructed, then and only then shall Developer be considered as an Owner subject to enforcement of this Covenant and then only with respect to that particular Lot.

Section 11. FLOOD PROTECTION GRADES. In order to minimize potential damage to residences from surface water, minimum flood protection grades are hereby established as set forth below. 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 11. The flood protection grades shall be Mean Sea Level ("MSL") and are as follows:

Lot 43	839.7 feet MSL
Lots 57 and 58	844.2 Front 842.5 Rear feet MSL
Lots 59 and 60	842.5 feet MSL
Lots 69 through 74	842.5 feet MSL
Lots 80 and 81	845.8 feet MSL
Lots 88 through 90	841.9 feet MSL
Lots 91 and 92	845.8 Front 841.9 Rear feet MSL
Lots 93 through 96	841.9 feet MSL
Lots 97 and 98	842.7 Front 841.9 Rear feet MSL
Lots 99 and 100	841.9 feet MSL

Section 12. ZONING ORDINANCE REQUIREMENTS. Notwithstanding any other provision herein to the contrary, in the event any applicable zoning ordinance (as modified by any variance that may have been granted with respect to any Lot or the Subdivision) in effect at the time of the recordation of these Covenants contains more stringent requirements than these Covenants, the more stringent zoning ordinance requirements (but as modified by any granted variance) in effect on the date of recordation of these Covenants shall apply; provided, however, nothing contained herein shall prohibit any Lot or the Subdivision from applying for or from being granted a variance with respect to any current or future enacted zoning ordinance, but no variance may be granted which would establish less stringent requirements than the terms and provisions of these Covenants.

IN WITNESS WHEREOF, NMW Corp an Indiana corporation, by its duly authorized President, Joseph L. Zehr, Owner of the Real Estate, has signed this document on this 15th day November, 2017.

DEVELOPER:

NWM Corp.

By: _____
Joseph L. Zehr
Its: President

STATE OF INDIANA)
) §
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this 15th day of November, 2017, personally appeared Joseph L. Zehr, known to me to be the duly authorized President of NWM 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.

Witness my hand and notarial seal.

My Commission Expires:
10/17/2019

NOTARY PUBLIC SEAL INDIANA

LISA A DOWNEY, Notary Public
Allen County, State of Indiana
My Commission Expires 10-17-2019

Lisa A. Downey, Notary Public

This instrument prepared by Vincent J. Heiny, Attorney at Law, Carson Boxberger, LLP, Suite 200, 301 W Jefferson Blvd, Fort Wayne, Indiana 46802, Telephone: (260) 423-9411.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ Vincent J Heiny.

ALLEN CNTY PLAN COMMISSION

Plat Cab. G Page 191

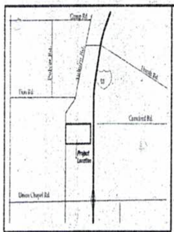
8507656
Tx:4297256

RECORDED: 11/22/2017 11:5
ANITA MATHER
ALLEN COUNTY RECORDER
FORT WAYNE, IN

Secondary Plat of:

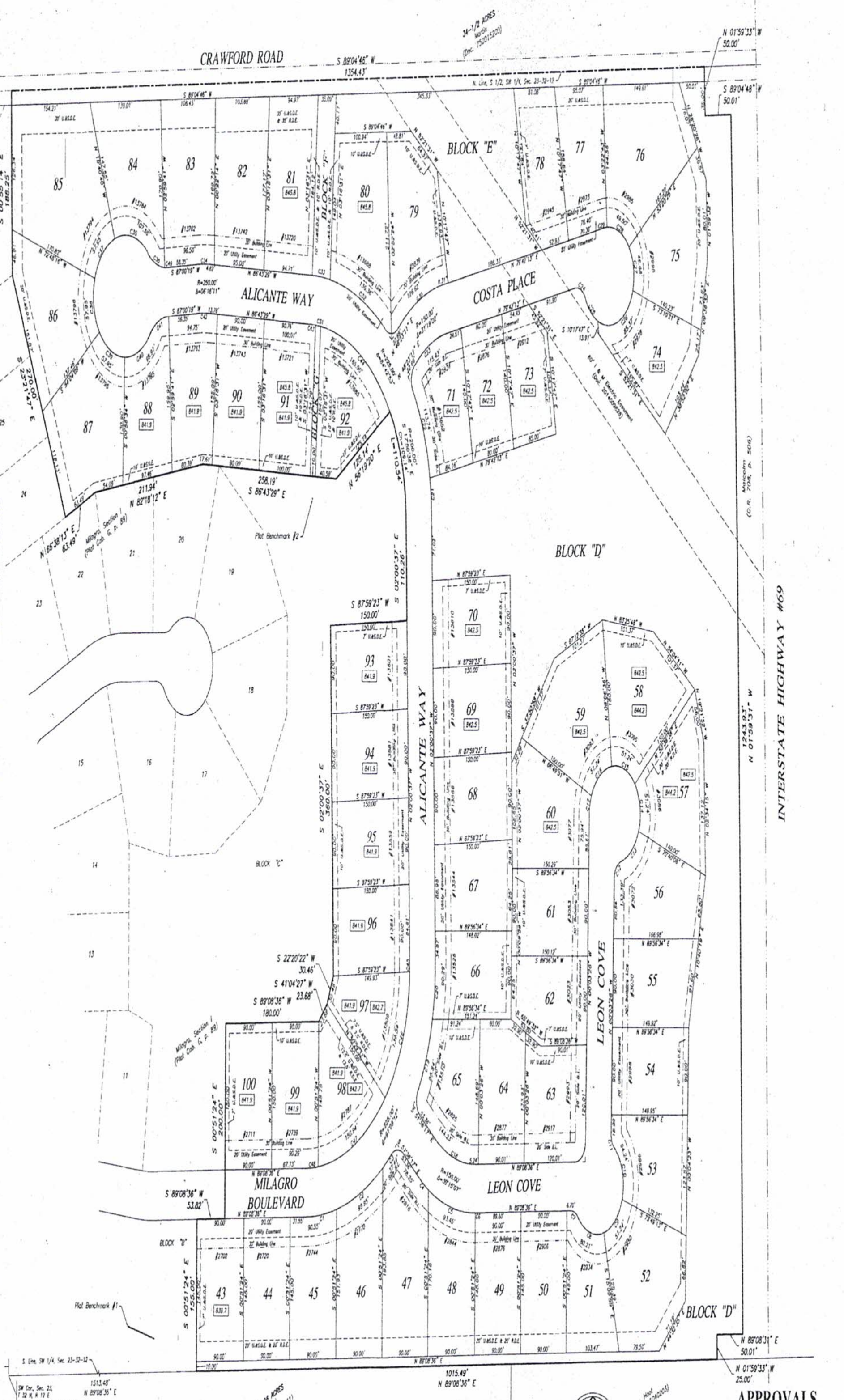
MILAGRO, SECTION II

A subdivision of part of the South Half of the Southwest Quarter of Section 23, Township 32 North, Range 12 East, Allen County, Indiana.



PLAT LEGEND

- Plat Boundary Line
- Interior Street and Road Right-of-Way Line
- Interior Lot Line
- Building Set-back Line
- Easement Line
- Adjoining Plat Interior Lot Line
- #### Street Address Number
- NN Lot Number and Block Designation
- Street Centerline Curve Data
- Minimum Flood Protection Grade



AREA TABLE

LOT#	Area (sq. ft.)
43	13050
44	13050
45	13184
46	15230
47	17682
48	13785
49	13050
50	13050
51	11321
52	18679
53	14210
54	13494
55	14260
56	15250
57	16066
58	18331
59	18331
60	16445
61	13519
62	12826
63	14527
64	13123
65	14414
66	13303
67	13664
68	13500
69	13500
70	13500
71	12482
72	11200
73	11382
74	15009
75	17507
76	21477
77	12911
78	12813
79	17373
80	19010
81	17109
82	17232
83	17207
84	17362
85	27534
86	18210
87	20020
88	13201
89	13521
90	13950
91	15499
92	14194
93	13499
94	13500
95	13500
96	13500
97	12822
98	12846
99	13490
100	13500

Entity	Area (sq. ft.)
Block D	237871
Block E	38292
Block F	6517
Block G	1545
Street	188468

LOT CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	250.00'	59.00'	58.86'	N 82°22'56" E	13°31'19"
C2	250.00'	99.95'	99.28'	N 64°10'05" E	22°54'23"
C3	250.00'	37.44'	37.40'	N 48°25'29" E	8°34'49"
C4	175.00'	24.89'	24.87'	S 55°40'45" E	8°08'56"
C5	175.00'	94.60'	93.45'	N 75°14'22" W	30°58'18"
C6	175.00'	0.40'	0.40'	S 89°12'32" W	0°07'53"
C7	20.00'	17.45'	16.90'	N 65°51'34" W	49°59'41"
C8	50.00'	56.06'	53.17'	N 72°58'51" W	64°14'16"
C9	50.00'	51.24'	49.03'	S 45°32'24" W	58°43'14"
C10	50.00'	57.80'	54.63'	S 16°56'10" E	66°13'54"
C11	20.00'	17.45'	16.90'	S 25°03'16" E	49°59'41"
C12	20.00'	25.62'	23.90'	N 36°38'31" E	73°23'54"
C13	50.00'	47.13'	45.41'	S 46°20'10" W	54°00'37"
C14	50.00'	51.24'	49.03'	S 10°01'45" E	58°43'14"
C15	50.00'	51.24'	49.03'	S 68°44'59" E	58°43'14"
C16	50.00'	51.24'	49.03'	S 52°31'47" W	58°43'14"
C17	50.00'	20.27'	20.13'	S 11°33'22" W	23°13'35"
C18	125.00'	85.63'	83.97'	N 71°13'51" W	39°15'07"
C19	250.00'	95.84'	95.25'	S 21°40'27" W	21°57'50"
C20	250.00'	55.42'	55.31'	S 04°20'28" W	12°42'09"
C21	250.00'	34.33'	34.30'	N 05°56'39" W	7°52'05"
C22	250.00'	113.74'	112.76'	S 22°54'44" E	26°04'04"
C23	125.00'	68.32'	67.48'	N 64°02'42" E	31°19'03"
C24	20.00'	25.62'	23.90'	N 63°35'49" W	73°23'54"
C25	50.00'	33.56'	32.93'	N 46°07'25" W	38°27'06"
C26	50.00'	85.37'	75.37'	S 65°44'20" W	97°49'22"
C27	50.00'	46.68'	45.00'	S 09°54'58" E	53°29'15"
C28	50.00'	49.50'	47.50'	S 65°01'09" E	56°43'07"
C29	50.00'	6.04'	6.03'	N 83°09'45" E	6°55'04"
C30	175.00'	95.65'	94.47'	N 64°02'42" E	31°19'02"
C31	200.00'	10.03'	10.03'	N 82°38'23" W	2°52'21"
C32	250.00'	136.36'	134.68'	S 63°03'03" E	31°15'09"
C33	250.00'	35.12'	35.09'	S 82°42'03" E	8°02'52"
C34	275.00'	30.09'	30.08'	S 89°51'35" E	6°16'11"
C35	50.00'	36.81'	35.98'	S 65°53'45" E	42°10'53"
C36	62.50'	70.77'	67.06'	S 77°14'29" E	64°52'22"
C37	62.50'	57.95'	55.90'	S 43°45'32" W	53°07'35"
C38	62.50'	57.95'	55.90'	S 09°22'03" E	53°07'35"
C39	62.50'	57.95'	55.90'	S 62°29'39" E	53°07'35"
C40	62.50'	56.86'	54.92'	N 64°52'45" E	52°07'37"
C41	50.00'	42.05'	40.82'	S 62°54'38" W	48°11'23"
C42	225.00'	24.62'	24.61'	N 89°51'35" W	6°16'11"
C43	200.00'	9.25'	9.25'	S 85°24'01" E	2°38'56"
C44	200.00'	165.90'	161.18'	N 57°26'26" W	47°31'33"
C45	200.00'	5.39'	5.39'	N 01°14'17" W	1°32'39"
C46	200.00'	139.54'	136.73'	N 19°31'15" E	39°58'26"
C47	200.00'	150.94'	147.38'	N 61°07'43" E	43°14'30"
C48	200.00'	22.32'	22.31'	N 85°56'47" E	6°23'38"
C49	50.00'	5.24'	5.24'	N 89°59'26" W	6°00'29"

NOTES:

1. All buried utilities shall allow for the proposed swale grades as shown on the approved engineering plans.
2. U. & S. D. E. indicates utility and surface drainage easement.
3. "Side B. L." indicates side building line on corner lots.
4. All right-of-way intersection radii are 20 feet.
5. [ ] Boxed elevation indicates minimum flood protection grade
6. All common areas to be blanket utility and surface drainage easements.

BENCHMARKS:

Beginning Benchmark: F-129 B.M. tablet set in the NW corner of S.R. 14 bridge over Beal Taylor Ditch, located 0.17 miles East of West Hamilton Road South, Sec. 5, T 30 N, R 11 E, Aboite Twp.
ELEVATION = 822.28

Plat Benchmark #1:
Top of Bronze Disk installed in the West end of the Pond B South Overflow Weir (grade beam) Block "B", Milagro, Section I, with the elevation 838.76 feet stamped in the disk.
ELEVATION = 838.76 feet [NAVD'88]

Plat Benchmark #2:
Top of Bronze Disk installed at the East end of a concrete bench at the North end of Pond B North, Block "B", Milagro, Section I, with the elevation 837.37 feet stamped in the disk.
ELEVATION = 837.37 feet [NAVD'88]

REGULATED DRAINAGE EASEMENT NOTE:

A petition addressed to the Allen County Drainage Board has been filed in duplicate with the County Surveyor, requesting that the subdivisions storm drainage system and its easements be accepted into the County's regulated drainage system. The storm drainage system and its easements that are accepted into the County's regulated drainage system are delineated on the plat as Regulated Drainage Easements (RDE's). Regulated Drainage Easements are stormwater easements and drainage right-of-ways that are hereby dedicated to the public and to the Allen County, Indiana, Drainage Board for the sole and exclusive purpose of controlling surface water and/or for the installation, operation, and maintenance of storm sewers and tile drains as defined in Allen County Stormwater Management Ordinance. These drainage easements are established under authority of the Indiana Drainage Code and the said Board may exercise powers and duties as provided in said code (e.g., annual drainage assessment per lot). All other storm drainage easements have not been accepted into the County's system. All drainage improvements performed relative to the conveyance of Stormwater runoff and the perpetual maintenance thereof, with the latter easements, shall be the responsibility of the owner or homeowner association. The Allen County Drainage Board assumes no responsibility relative to said improvements or the maintenance thereof.

DRAINAGE SYSTEM TABLE

Storm Sewer Drainage	1385.0 feet

Developer:	Surveyor - Planner:	Engineer:
NWM Corp.	Sauer Land Surveying, Inc.	Civil Engineering Services
10808 LaCabreah Lane	14033 Illinois Road, Suite C	8121 Union Chapel Road
Fort Wayne, IN 46845	Fort Wayne, IN 46814	Fort Wayne, IN 46845
Tel: 260/489-7095	Tel: 260/469-3300	Tel: 260/627-2791

Part of the South Half of the Southwest Quarter of Section 23, Township 32 North, Range 12 East, Allen County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Southwest corner of said Section 23, being marked by a cast iron monument; thence North 89 degrees 08 minutes 36 seconds East (GPS grid bearings used as the basis of all bearings in this description), on and along the South line of said Southwest Quarter, a distance of 1513.48 feet to a #5 rebar at the Southeast corner of Milagro, Section I, as recorded in Plat Cabinet G, page 89, in the Office of the Recorder of Allen County, Indiana, this being the true point of beginning; thence North 89 degrees 08 minutes 36 seconds East, continuing on and along said South line, a distance of 1015.49 feet to a #5 rebar at the Southeast corner of a 74.774 acre base tract of real estate described in a deed to NWM Corp., in Document Number 2014010554 in the Office of said Recorder; thence North 01 degrees 59 minutes 33 seconds West, on and along an East line of said 74.774 acre base tract, a distance of 25.00 feet to a #5 rebar; thence North 89 degrees 08 minutes 31 seconds East, on and along a South line of said 74.774 acre base tract, a distance of 50.01 feet; thence North 01 degrees 59 minutes 31 seconds West, on and along an East line of said 74.774 acre base tract, a distance of 1243.93 feet to a #5 rebar; thence South 89 degrees 04 minutes 48 seconds West, on and along a North line of said 74.774 acre base tract, a distance of 50.01 feet to a #5 rebar; thence North 01 degrees 59 minutes 33 seconds West, on and along an East line of said 74.774 acre base tract, a distance of 50.00 feet to a #5 rebar on the North line of the South Half of said Southwest Quarter; thence South 89 degrees 04 minutes 46 seconds West, on and along said North line, being within the right-of-way of Crawford Road, a distance of 1354.43 feet to a survey nail at the Northeast corner of said Milagro, Section I; thence South 00 degrees 55 minutes 14 seconds East, on and along an East line of said Milagro, Section I, a distance of 188.25 feet to a #5 rebar; thence South 23 degrees 21 minutes 47 seconds East, continuing on and along said East line, a distance of 270.00 feet to a #5 rebar; thence North 66 degrees 38 minutes 13 seconds East, on and along a North line of said Milagro, Section I, a distance of 63.49 feet to a #5 rebar; thence North 82 degrees 18 minutes 12 seconds East, continuing on and along said North line, a distance of 211.94 feet to a #5 rebar; thence South 86 degrees 43 minutes 29 seconds East, continuing on and along said North line, a distance of 258.19 feet to a #5 rebar; thence North 56 degrees 19 minutes 20 seconds East, continuing on and along said North line, a distance of 125.14 feet to a #5 rebar; thence Southerly, on and along an East line of said Milagro, Section I, as defined on and along the arc of a non-tangent curve to the right having a radius of 200.00 feet, an arc distance of 110.54 feet, being subtended by a long chord having a length of 109.14 feet and a bearing of South 17 degrees 50 minutes 38 seconds East to the point of tangency; thence South 02 degrees 00 minutes 37 seconds East, continuing on and along said East line and tangent to said curve, a distance of 110.26 feet to a #5 rebar; thence South 87 degrees 59 minutes 23 seconds West, on and along a South line of said Milagro, Section I, a distance of 150.00 feet to a #5 rebar; thence South 02 degrees 00 minutes 37 seconds East, on and along an East line of said Milagro, Section I, a distance of 360.00 feet to a #5 rebar; thence South 22 degrees 20 minutes 22 seconds West, continuing on and along said East line, a distance of 30.46 feet to a #5 rebar; thence South 41 degrees 04 minutes 27 seconds West, continuing on and along said East line, a distance of 23.68 feet to a #5 rebar; thence South 89 degrees 08 minutes 36 seconds West, on and along a South line of said Milagro, Section I, a distance of 180.00 feet to a #5 rebar; thence South 00 degrees 51 minutes 24 seconds East, on and along an East line of said Milagro, Section I, a distance of 200.00 feet to a #5 rebar; thence South 89 degrees 08 minutes 36 seconds West, on and along a South line of said Milagro, Section I, a distance of 53.82 feet to a #5 rebar; thence South 00 degrees 51 minutes 24 seconds East, on and along an East line of said Milagro, Section I, a distance of 155.00 feet to the point of beginning, containing 30.760 acres of land, and subject to legal right-of-way for Crawford Road.

NWM Corp., owner by virtue of that certain deed shown in Document Number 2014010554 in the Office of the Recorder of Allen County, Indiana, of the real estate shown and described herein, does 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, NWM Corp. hereby subjects and impresses 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 MILAGRO, SECTION II.

IN WITNESS THEREOF, Joseph L. Zehr, known to me to be the person and President of NWM Corp., organized and existing under the laws of the State of Indiana, has hereunto, on behalf of said NWM Corp., set his hand and seal, this 15th day of November, 2017.

NWM CORP.

By: ______________________
Joseph L. Zehr, President

Consent for permanent structures issued by the Allen County Drainage Board on August 24, 2017, in accordance with Indiana Code 36-9-27-72, on file at the Allen County Surveyor's Office as Drainage Board Rec. Doc. **#17-199** reference - **Milagro, Section II, Regulated Drain.**

CERTIFICATE OF SURVEYOR

I, John C. Sauer, hereby certify that I am a Land Surveyor registered in compliance with the laws of the State of Indiana; that based on my knowledge, experience and belief this plat and accompanying legal description accurately depicts a subdivision of real estate described in Document Number 2014010554 in the Office of the Recorder of Allen County, Indiana; that following the completion of construction and grading, all corners will be marked with 24 inch long #5 rebars bearing plastic caps imprinted "Sauer S0364"; and that there has been no change from the matters of survey revealed by the survey referenced hereon or any prior subdivision plats contained therein, on any lines that are common with this new subdivision.

I, John C. Sauer, certify the above statements to be correct to the best of my information, knowledge, and belief. 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.

______________________ Date: 11/15/2017
John C. Sauer, Indiana Land Surveyor

JOHN C. SAUER REGISTERED No. S0364 STATE OF INDIANA LAND SURVEYOR

NOV 22 2017

APPROVALS

ALLEN COUNTY PLAN COMMISSION
DATE: 11/20/17

SUSAN L. HOOT, PRESIDENT

DAVID BAILEY, VICE PRESIDENT

ALLEN COUNTY PLAN COMMISSION CORPORATE SEAL

ALLEN COUNTY SURVEYOR
DATE: 11-16-2017

JEFFREY ..., ALLEN COUNTY SURVEYOR

ZONING ADMINISTRATOR
DATE: 11/21/17

KIMBERLY BOWMAN, AICP, EXECUTIVE DIRECTOR

BOARD OF COMMISSIONERS
DATE: 11/17/17

THERESE M. BROWN, PRESIDENT

NELSON PETERS, VICE PRESIDENT

LINDA K. BLOOM, SECRETARY

ATTEST:

NICHOLAS D. JORDAN, CPFO, AUDITOR

This plat lies entirely within a Rule 12 - IAC 865 boundary survey certified by John C. Sauer, Indiana Land Surveyor, and duly recorded under Document Number 2014046820 in the Office of the Recorder of Allen County, Indiana.

This instrument prepared by John C. Sauer, Indiana Land Surveyor