

**Amendments to the Protective Covenants and Restrictions  
For the Village of Buckingham Sections I and II  
A Subdivision in St. Joseph Township  
Allen County Indiana**

**Declaration of Amendments**

Buckingham Community Association, Inc. hereby declares this to be an amendment to the Restrictive Covenants for the Village of Buckingham Sections I lots 1 through 32 and lots 53 through 97 and Section II lots 98 through 123 in said subdivision. These being the same amendments voted on and accepted by over 75% of the lot owners in said Village of Buckingham Sections I and II and approved by unanimous vote of the board and described in the minutes of the meeting held on July 9<sup>th</sup>, 2025.

The amendments listed below amend the original Restrictive Covenants as recorded in the office of the recorder of Allen County, Indiana on July 9<sup>th</sup>, 1980 as Document No. 80-014047. The original document was further amended by Documents; 80-014070 (7/9/1980), 84-002969 (2/9/1984), 84-009241 (4/26/1984), 88-005190 (2/12/1988), 91-055960 (12/31/1991), 93-47778 (8/19/1993), 94-056244 (9/28/1994), 990048415 (7/7/1999), 990071000 (10/4/1999)

**Article IV**

**Section 8. Effect of Nonpayment of Assessments:** Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be considered delinquent and incur a First Year Late Penalty of \$100, plus interest from the due date at the rate of 21% per annum compounded on all amounts due, together with added penalties, costs, collection, recording and attorney fees incurred by the Association in connection with the filing and/or collecting of delinquent assessments. Any Lot Owner that remains delinquent consecutively each year thereafter on new year assessments and prior year assessments, the Late Fee Penalty shall be assessed a Double Late Fee Penalty each of the following years of continued delinquency plus interest and other costs. The Double Late Fees Penalty shall double each year of consecutive Delinquent Assessments based on the prior year Late Fee Penalty. Example: Year One the Late Fee is \$100 plus interest other filing, collection fees and interest, if the Lot Owner does not pay year one past due amounts and does not pay year two assessment the Late Fee for year two shall be \$200, plus filing fees, collections costs, cumulative interest, collections costs, late fees and current interest, if the Lot Owner remains delinquent of prior year debts and has not paid the year three assessment, Late Fee Penalty shall be \$400 plus filing fees, collections costs, cumulative interest, collections costs and other fees, late fees and interest, later years shall all be doubled each year off the prior year Late Fee Penalty thereafter, plus filing fees, collections costs, cumulative interest, late fees and current interest. Interest charges shall be cumulative and compound annually on all past due amounts. The interest rate shall be based on 365/360 days a year. Any Lot Owners that are Delinquent shall automatically lose voting rights and will not be counted as part of the quorum of the Association Membership, shall lose all privileges of using any Association Common Areas, Association Amenities and access to Barn Rentals until which time the Lot Owner

pays all past due debts in full. The Association may bring an action of law against the Lot Owner personally obligated to pay the same or foreclose the lien against the property. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area.

## **Article VI**

**Section 1. Use of Lot:** No lot shall be used except for residential purposes by its Owners. All Dwelling Units shall be used exclusively for residential purposes and for residential occupancy. No Dwelling Unit shall be leased, rented, or otherwise used as a rental property, occupied other than the Owner. No Dwelling Unit in whole or in portion shall be rented, leased, or sublet at any time for any length of time. No unit or its owners shall be permitted to list their Dwelling Unit on any marketing media or platform that advertises short- or long-term rentals of Dwelling Unit. A Contract for Conditional Sale of Real Estate "(Contract") executed by an Owner and a prospective purchaser of a Dwelling Unit shall not be deemed a "rental property" under this Section 1 if (a) the prospective purchaser pays at least twenty percent (20%) or more of the purchase price as a down payment and the remaining unpaid purchase amount is paid in full, by balloon payment or otherwise, within fifteen years (15) of the date of the sale, and (b) the proposed Contract for Conditional Sale of Real Estate is approved by the Board of Directors of the Buckingham Community Association Inc.

**Section 8. Signage:** No sign of any kind shall be displayed to the public view on any lot with a dwelling except one professional sign of not more than six square feet and each lot may have one sign of not more than six square feet advertising the property for sale. The Buckingham Community Association Board of Directors shall be permitted to use signs of professional or non-professional style for communicating messages to the community on common areas. Lot Owners shall be permitted non-professional signs during designated Garage Sales periods set by The Buckingham Community Association Board of Directors. No Lot Owner shall be permitted to place any signs on the Common Areas of the Association or place advertising of any businesses on their lot.

**Section 20. Enforcement:** The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any Owner, The Association, or Board shall be entitled to recover their cost and reasonable attorneys' fees incurred in the enforcement against person who violates or threatens to violate these Covenants.

**Section 27. Energy Panels, Turbines and Charging Devices:** Free-standing solar panels, sun-tracking solar panels, windmills, heat panels, exterior free standing charging stations, exterior dwelling mounted charging stations or similar structures shall not be permitted on any Lot. Solar panels, sun-tracking solar panels, or similar structures may be attached to the roof of a Dwelling Unit; however, they may not exceed at any time in

height more than six inches from the surface of the roof or be visible from the street directly in front of the Dwelling Unit.

The complete amended covenants and restrictions, as revised by this amendment and all amendments recorded prior to this date are attached.

In witness whereof the President, Secretary and Treasurer of the Buckingham Community Association have signed this amended complete set of Covenants and Restrictions.

Daniel Hollenbeck Date: 8/2/2025  
Daniel Hollenbeck President

Russell Suever Date: 8/2/2025  
Russell Suever Secretary

James Bryant Date: 8/2/2025  
James Bryant Treasurer

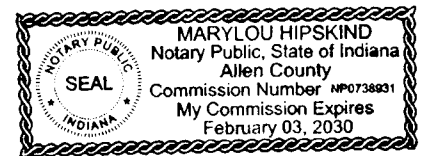
#### Acknowledgment

State of Indiana  
Allen County

Before me the undersigned, a Notary Public in and for Allen County, State of Indiana, personally appeared: Daniel Hollenbeck, Russell Suever and James Bryant and acknowledged the execution of the foregoing instrument this 2nd day of August 2025

Signed Marylou Hipskind  
Notary Public

MARYLOU HIPSKIND  
(print your name)



My commission expires FEBRUARY 03, 2030

County in which you reside ALLEN

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

Daniel Hollenbeck  
(name printed, stamped or signed w/print)

**The Protective Restrictions and Covenants  
of the  
Village of Buckingham Sections I & II  
As Amended July 9<sup>th</sup>, 2025**

**Article I  
Definitions**

**Section 1.** “Association” shall mean and refer to the Buckingham Community Association, Inc., Its successors and assigns.

**Section 2.** “Owner” shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the Properties, indicated within the Plat of the Village of Buckingham, Section I, being Lots Numbered 1 through 32 and 53 through 97 and Village of Buckingham, Section II, Lots Numbered 98 through 123.

**Section 3.** “Properties” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 4.** “Common Areas” shall mean all real property owned by the Association for the common use and enjoyment of the owners.

**Section 5.** “Lot” shall mean either any of said lots as platted or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more lots or parts of one or more lots as platted upon which a residence may be erected in accordance with the restrictions hereinabove set out or such further restrictions as may be imposed by any applicable zoning ordinance.

**Section 6.** “By-Laws” shall mean the By Laws initially adopted by the Buckingham Community Association, Inc. and all amendments and additions thereto.

**Article II  
Property Rights**

**Section 1. Common Area:** Every owner shall have a right of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) The right of the Association to suspend the voting rights and the right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association.

- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded; provided, however, with respect to the Lake, the same approval shall be required as set forth in Article IV, Section 10, hereof.
- (d) That portion of the shoreline on the southerly part of the Lake designate on the face of the plat as "restricted private shoreline" shall not be subject to any right and easement of enjoyment of any owner, any member of owner's family or any owner's guests.
- (e) Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family who reside on the property.

### **Article III**

#### **Membership and Voting Rights**

**Section 1. Membership:** Every owner of a lot in the Village of Buckingham, Section I, consisting of Lots Numbered 1 through 32, and 53 through 97, and every owner of a lot in the Village of Buckingham, Section II consisting of Lots Numbered 98 through 123 shall be a member of Buckingham Community Association, Inc. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

**Section 2. Voting:** The Association shall have voting membership and each lot owner shall be entitled to one vote for each lot. When more than one person holds an interest in any Lot, all such person shall be members. The vote for such a lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

### **Article IV**

#### **Covenant for Maintenance Assessments**

**Section 1. Creation of the Lien and Personal Obligation of Assessments:** Each owner of any lot by acceptance of a deed therefore, 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 hereinafter provided. The annual 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 property against which such an assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 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 Properties and

for the improvement and maintenance of the Common Area and of the homes situated upon the properties.

**Section 3. Maximum Annual Assessment:** The maximum annual assessment shall be two hundred dollars (\$200) per lot for the calendar year 1994.

- (a) After December 31, 1994, the maximum annual assessment may be increased each year, not more than 3% above the maximum assessment for the previous year without a vote of the membership.
- (b) After December 31<sup>st</sup>, 1994, the maximum annual assessment may be increased by over 3% by a vote of 51% of the members.
- (c) The Board of Directors may fix the annual assessment at an amount not greater than the maximum amount stipulated in (a) or (b) above.

**Section 4. Special Assessments for Capital Improvements:** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 51% of the members.

**Section 5. Notice and Quorum:** Any action authorized under Section 3 or 4 shall be taken at a meeting called for that 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 51% of members, members who were present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

**Section 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.

**Section 7. Date of Commencement of Annual Assessments & Due Dates:** The annual assessments provided for herein shall commence as to all Lots at such time as an Owner receives fee simple title to a lot which is part of the property subject to the jurisdiction of the association. The first annual assessment shall be adjusted 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 thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. 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 setting forth whether the assessments on a specified lot have been paid.

**Section 8. Effect of Nonpayment of Assessments:** Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be considered delinquent and incur a First Year Late Penalty of \$100, plus interest from the due date at the rate of 21% per annum compounded on all amounts due, together with added penalties, costs, collection,

recording and attorney fees incurred by the Association in connection with the filing and/or collecting of delinquent assessments. Any Lot Owner that remains delinquent consecutively each year thereafter on new year assessments and prior year assessments, the Late Fee Penalty shall be assessed a Double Late Fee Penalty each of the following years of continued delinquency plus interest and other costs. The Double Late Fees Penalty shall double each year of consecutive Delinquent Assessments based on the prior year Late Fee Penalty. Example: Year One the Late Fee is \$100 plus interest other filing, collection fees and interest, if the Lot Owner does not pay year one past due amounts and does not pay year two assessment the Late Fee for year two shall be \$200, plus filing fees, collections costs, cumulative interest, collections costs, late fees and current interest, if the Lot Owner remains delinquent of prior year debts and has not paid the year three assessment, Late Fee Penalty shall be \$400 plus filing fees, collections costs, cumulative interest, collections costs and other fees, late fees and interest, later years shall all be doubled each year off the prior year Late Fee Penalty thereafter, plus filing fees, collections costs, cumulative interest, late fees and current interest. Interest charges shall be cumulative and compound annually on all past due amounts. The interest rate shall be based on 365/360 days a year. Any Lot Owners that are Delinquent shall automatically lose voting rights and will not be counted as part of the quorum of the Association Membership, shall lose all privileges of using any Association Common Areas, Association Amenities and access to Barn Rentals until which time the Lot Owner pays all past due debts in full. The Association may bring an action of law against the Lot Owner personally obligated to pay the same or foreclose the lien against the property. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area.

**Section 9. Subordination of Lien to Mortgages:** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. 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. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 10. Lake Buckingham:** The Association shall provide up to 10% of the sum of the said costs of maintaining Lake Buckingham. The Association shall have no responsibility for the payment or reimbursements for services that have not been billed or requested for reimbursement within 60 days of the service date of Lake Maintenance Services. Service invoices, copies and proof of payment must be presented to the Association for review verification prior to payments being authorized to be paid. The Association shall have no responsibility for payment of any special assessment for Lakes of Buckingham or other neighboring associations.

**Section 11. Snow Removal & Security Patrol:** Before the Association undertakes to contract security patrol and or snow removal for the Village of Buckingham, Section I, Section II and Section III it shall confer with the representatives of the adjoining Condominium Associations and The Village of Buckingham Section II Villas Association, Inc. and agree to an equitable arrangement for sharing the cost for said services according to the percentage of respective benefits. The Association, in its discretion, shall provide and pay 100% of the cost for snow removal from the public streets in the Village of Buckingham, Section I, Section II and Section III.

**Section 12. Landscaping & Lawn Care:** The assessments collected from Owners of all Lots shall be used in part to pay the costs of mowing, fertilizing and maintaining the Common Area located within the Village of Buckingham Association, Sections I and II with the exception of the Common Area in Section II which is located South of Bell Tower Lane and adjacent to State Street, and adjacent to Lot Number 155, as well as any Common Area for which the Villas Association is responsible for maintaining either by itself, or in conjunction with the Village of Buckingham Section III. Buckingham Community Association, Inc. will maintain the lawn and sprinkler system at the State Street entrance to the subdivision with no obligation for contribution from the Village of Buckingham Villa Owners Association, Inc., or the Village of Buckingham Section III property owners. The Buckingham Community Association, Inc., may continue to seek contributions for common area maintenance from owners of condominiums located in the area known as the North Lakes and the South Lakes.

## **Article V** **Architectural Control**

**Section 1. Architectural Committee:** No Building, fence, wall or other structure of any kind whatsoever, nor any exterior addition to or change or alteration therein (all such buildings, fences, walls, structures, additions, changes and alterations being herein called "improvements") shall be commenced, erected or maintained upon any lot until two (2) sets of plans and specifications showing the nature, kind, shape, height, materials and the location of the same shall have been submitted to and approved in writing as to the harmony of external design and the location in relation to surrounding structures and topography to the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and this Article will be deemed to have been fully complied with. All improvements shall be constructed in accordance with the plans and specifications submitted to and approved in writing by the Architectural Control Committee and any improvements not constructed to approved specifications shall be subject to immediate removal and the Lot shall be restored to its condition prior thereto, all at Owner's expense. In the event the Community Association shall prevail in any litigation brought for the purpose of enforcing compliance with the provisions of this Article, it shall be entitled to recover from the Defendant (s) reasonable attorney fees and costs incurred by the Community Association in such enforcement. Such committee shall consist of up to three (3) members chosen by the Association's Board of Directors. Should the Architectural Committee not be able to decide within 30 days on a request with approval or disapproval the Architectural Committee shall deny the request in writing to the requestor and refer the request to the Buckingham Community Association Board of Directors for consideration.

## **Article VI** **General Provisions**



**Section 1. Use of Lot:** No lot shall be used except for residential purposes by its Owners. All Dwelling Units shall be used exclusively for residential purposes and for residential occupancy. No Dwelling Unit shall be leased, rented, or otherwise used as a rental property, occupied other than the Owner. No Dwelling Unit in whole or in portion shall be rented, leased, or sublet at any time for any length of time. No unit or its owners shall be permitted to list their Dwelling Unit on any marketing media or platform that advertises short- or long-term rentals of Dwelling Unit. A Contract for Conditional Sale of Real Estate “(Contract”) executed by an Owner and a prospective purchaser of a Dwelling Unit shall not be deemed a “rental property” under this Section I if (a) the prospective purchaser pays at least twenty percent (20%) or more of the purchase price as a down payment and the remaining unpaid purchase amount is paid in full, by balloon payment or otherwise, within fifteen years (15) of the date of the sale, and (b) the proposed Contract for Conditional Sale of Real Estate is approved by the Board of Directors of the Buckingham Community Association Inc.

**Section 2. Outbuilding & Garage Parameters:** No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height. Each house of Village of Buckingham, Section I on Lots Numbered 1 through 7, 30 through 38, 78 through 81, 97, and of Village of Buckingham, Section II on lots numbered 98 through 123, all inclusive, shall include not less than a two-car garage which shall be built as part of the house and attached thereto. Each house in Village of Buckingham, Section I on Lots Numbered 8 through 29, 53 through 77, and 82 through 96 all inclusive, shall include an attached garage with a floor area of not less than 720 square feet containing a door or doors with an aggregate width of not less than sixteen (16) feet.

**Section 3. Square Foot Requirements:** No building shall be built on any lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeways or garages, of less than 1,800 square feet for a one-story dwelling of Village of Buckingham, Section I on lots Numbered 1 through 7, 30 through 38, 78 through 81, and 97, and of Village of Buckingham, Section II on lots numbered 98 through 123, all inclusive, nor less than 1,050 square feet on the ground floor for a dwelling of more than one story on said lots. No building shall be built on any lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeways or garages, of less than 2,200 square feet for a one-story dwelling of Village of Buckingham, Section I on Lots numbered 8 through 29, 53 through 77 and 82 through 96, all inclusive, nor less than 1,400 square feet on the ground floor for a dwelling of more than one story on said lots. In Village of Buckingham, Section II, no dwelling shall be erected or placed on any lot having an area of less than 5,000 square feet. In Village of Buckingham, Section I, no dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 12,600 square feet.

**Section 4. Building Setbacks:** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than a distance of seven (7) feet to an interior lot line. No dwelling shall be located on any lot nearer than twenty-five (25) feet to the rear lot line. However, the front lot setback for lot nine (9) only is to be forty-two point five (42.5) feet instead of the fifty (50) feet set back requirement as shown on the recorded plat.

**Section 5. Easements:** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven (7) feet of each lot, or as shown on the plat. No owner of any lot shall erect 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 herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any house or other structure connecting the same to the electrical distribution system of any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections. No such electric public utility shall not be liable for damage to walks, driveways, lawn or landscaping which may result from installation, repair or maintenance of such service.

**Section 5(a). Drainage Easements:** Surface Drainage Easements and Common Areas 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 land surface shall be construed and maintained to achieve this intention. Such easements shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain, or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

**Section 6. Nuisances & Annoyances:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**Section 7. Temporary Items:** No structure of a temporary character, trailer, boat, boat trailer, camper, or camping trailer, basement, tent, shack, garage, barn, or other out-building shall be either used, or located on any lot at any time, or used as a residence, either temporarily, or permanently. Additionally, no boat, camper, trailer of any kind, bus, mobile home, motor home, trucks (other than non-commercial pick-up trucks), or any other vehicle of any description other than normal passenger automobiles, shall be permitted, parked or stored anywhere on any property overnight; nor within the Village of Buckingham, Section I or Section II; provided, however that nothing herein shall prevent the parking, or storage of such vehicles completely enclosed within a garage.

**Section 8. Signage:** No sign of any kind shall be displayed to the public view on any lot with a dwelling except one professional sign of not more than six square feet and each lot may have one sign of not more than six square feet advertising the property for sale. The Buckingham Community Association Board of Directors shall be permitted to use signs of professional or non-professional style for communicating messages to the community on common areas. Lot Owners shall be permitted non-professional signs during designated Garage Sales periods set by The Buckingham Community Association Board of Directors. No Lot Owner shall be

permitted to place any signs on the Common Areas of the Association or place advertising of any businesses on their lot.

**Section 9. Antenna Height:** No radio or television antenna with more than thirty (30) square feet of grid area or which attains a height in excess of six (6) feet above the highest point of the roof shall be attached to any dwelling house. No free-standing radio or television antenna shall be permitted on any lot.

**Section 10. Drilling of Natural Resources:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for the boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

**Section 11. Pets:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

**Section 12. Dumping & Trash:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators or outside incinerators shall be kept or allowed on any lot.

**Section 13. Building Workmanship & Materials:** All buildings shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any building on any lots of said Subdivision, and no roll roofing of any description or character shall be used on the roof of any dwelling house or attached garage on any of said lots.

**Section 14. Driveways:** All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width.

**Section 15. Water & Sewer:** No individual water supply system, or individual sewage disposal system shall be installed, maintained or used on any lots in this subdivision.

**Section 16. Utility Easements:** In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby reserved and granted to all Public Utility Companies, the proprietors of the land herein platted, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

**Section 17. Storm Water & Sanitary Sewer Discharge:** 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 into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Run off Sewer

System. No sanitary sewage shall at any time be discharged or permitted to flow into the above-mentioned Storm Water and Surface Water Run Off Sewer System.

**Section 18. Covenant Specifications Enforceability:** Before any house or building on any lot in this Subdivision shall be used and occupied as a dwelling or as otherwise provided by the subdivision restrictions above, the Owner of said lot shall install improvements serving said lot as provided in said plans and specifications for this subdivision. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana, the City of Fort Wayne, or by any aggrieved lot Owner in this subdivision.

**Section 19. Permits & Authority:** Before any lot may be used or occupied, such a user or occupier shall first obtain from the respective authoritative bodies of the City of Fort Wayne or the County of Allen as the case may be, the Improvement Location Permit and Certificate of Occupancy as required by said authority.

**Section 20. Enforcement:** The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any Owner, The Association, or Board shall be entitled to recover their cost and reasonable attorneys' fees incurred in the enforcement against person who violates or threatens to violate these Covenants.

**Section 21. Validity:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 22. Term & Amendments:** The Covenants and Restrictions regarding the Village of Buckingham, Section I and Section II shall run with the land and shall be effective for a term of Twenty (20) years from the date that the Covenants and Restrictions were originally recorded, after which time they shall automatically be extended for successive periods of Ten (10) years; provided further, these Covenants and Restrictions may, in the future be amended by an instrument signed by not less than 67% of the Lot owners for the Village of Buckingham, Section I and Section II.

**Section 23. Lot Changes:** No lot or combination of lots may be further subdivided or combined until approval therefore has been obtained from the Association Board initially, if the board approves such changes, then approval must be obtained by County of Allen or the City of Fort Wayne.

**Section 24. Sidewalks:** Plans and specifications for this subdivision, on file with the County of Allen or the City of Fort Wayne, require the installation of concrete sidewalks within the street rights-of-way in front of Village of Buckingham, Section I lots numbered 1 through 32, 63 through 81 and 90 through 97, all inclusive, in front of lots along the west side of Silver Wolf Trail, on the north side of Bell Tower Lane from Buckhurst Run to Knightsbridge Drive, and on the west side of Knightsbridge Drive. Installation of said sidewalks shall be the obligation of the Owner of any such lot and shall be completed in accordance with said plans and specifications

and prior to the issuance of a Certificate of Occupancy for any such lot and the cost of said installation shall be a lien against any such lot enforceable by the County of Allen or the city of Fort Wayne.

**Section 25. Flood Protection Grades:** The following Village of Buckingham, Section I lots shall have minimum slab elevations of not less than the following respective feet above Mean Sea Level: Lot numbered 2 – 785.5 feet above Mean Sea Level; Lots numbered 6 and 7 – 785.0 feet above Mean Sea Level; Lots numbered 8 and 9 – 786.5 feet above Mean Sea Level; Lot numbered 10 – 788.0 feet above Mean Sea Level; Lots numbered 11 and 12 – 792.0 feet above Mean Sea Level; Lots numbered 24 and 25 – 793.0 feet above Mean Sea Level; Lots numbered 35 through 37 – 788.0 feet above Mean Sea Level; Lot numbered 38 – 787.5 feet above Mean Sea Level; Lots numbered 43 through 51 – 784.5 feet above Mean Sea Level; Lot numbered 52 – 786.5 feet above Mean Sea Level; Lot numbered 53 – 787.5 feet above Mean Sea Level; Lots numbered 60 and 61 – 790 feet above Mean Sea Level; Lots numbered 62 through 64 – 791.0 feet above Mean Sea Level; Lot numbered 97 – 787.5 feet above Mean Sea Level, all inclusive.

**Section 26. Swimming Pools, Related Swimming Pool Structures & Equipment:** Inground swimming pools, cabanas and related swimming pool structures and equipment shall be permitted use for the respective lots within the subdivision. No above ground pools shall be permitted. Swimming pool design and location in relation to surrounding structures, including the plans, specifications, shape materials and location of the same and all related pool equipment shall be submitted to and approved in writing by the Architectural Control Committee or the Board of Directors of the Buckingham Community Association, Inc. All swimming pools must be enclosed within the lot by a fence that meets the requirements of all local government-imposed standards and specifications, as well as the fence guidelines adopted by the Buckingham Community Association Inc. The size of a cabana or a related swimming pool structure that is detached from house or garage shall not exceed 300 square feet nor be higher than one story, or 30 feet in height whichever is less.

**Section 27. Energy Panels, Turbines and Charging Devices:** Free-standing solar panels, sun-tracking solar panels, windmills, heat panels, exterior free standing charging stations, exterior dwelling mounted charging stations or similar structures shall not be permitted on any Lot. Solar panels, sun-tracking solar panels, or similar structures may be attached to the roof of a Dwelling Unit; however, they may not exceed at any time in height more than six inches from the surface of the roof or be visible from the street directly in front of the Dwelling Unit.