

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
OF CAMERON CHASE, A SUBDIVISION IN
ADAMS TOWNSHIP, ALLEN COUNTY, INDIANA

200017857 Page 1

RECORDED
03/27/2000 16:12:26
RECORDER
PATRICIA J CRICK
ALLEN COUNTY, IN

PLAT C A B E PAGE 85

Paragon Land Development, LLC, an Indiana Limited Liability Company, by Glenn Conkling, its Managing Member, 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 Cameron Chase, a Subdivision in Adams Township, Allen County, Indiana.

The lots are numbered 1 through 21 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

Cameron Chase is a part of a tract of real estate which is designated as Cameron Creek. In addition to the recordation of the Plat of and this document, there will be recorded Articles of Incorporation of Cameron Chase Community Association, Inc., it being Developer's intention that said association be bound by its Articles of Incorporation and By-Laws.

Doc. No.	200017857
Receipt No.	8608
DCFD	3.00
MISL	2.00
PLAT	46.00
PLAT	9.00
Total	60.00

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

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

1.2 "Association". Cameron Chase Community Association, Inc., an Indiana nonprofit corporation, and its successors and assigns.

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

1.4 "By-Laws". The By-Laws adopted by Cameron Chase Community Association, Inc., and all amendments to those By-Laws.

1.5 "Committee". The Architectural Control Committee established under Section II of the Covenants.

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

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

AUDITOR'S OFFICE
Duly entered for taxation. Subject
to final acceptance for transfer.

00 1056
AUDITOR'S NUMBER

MAR 27 2000

58 + 2nd
24

Bar 3 Rivers Box

1.8 "Developer". The initial Developer is Paragon Land Development, LLC. The Initial Developer shall have the absolute right to transfer a block of lots upon which there are no permanent structures to a successor in title, and upon such transfer, the transferee shall be and shall be designated as "Developer" for all purposes.

1.9 "Dwelling". The residential unit to be erected on a Tract, consisting of duplex construction to accommodate two single-families. Each such single-family dwelling constitutes a Dwelling.

1.10 "Lot". Any of the platted lots within the Plat upon which a residential unit is erected in accordance with the Covenants, or such further restrictions as may be imposed by any applicable zoning ordinance.

1.11 "Residential Unit." A duplex consisting of two Dwellings.

1.12 "Tract". That portion of a Lot upon which the Dwelling is situate, the dividing line of which is determined by the common wall of the duplex unit.

1.13 "Owner". The record owner(s), (whether one or more persons or entities) of fee simple title to the Tracts, including contract sellers, but excluding those having an interest in a Tract merely as security for the performance of an obligation.

1.14 "Plan Commission". The City of New Haven Plan Commission, or its successor agency.

1.15 "Plat". The recorded secondary plat of Cameron Chase.

1.16 "Subdivision". The platted subdivision of Cameron Chase.

Section 2. PROPERTY RIGHTS.

2.1 Owner's Easements of Enjoyment. Each owner shall have the right and an easement of enjoyment in the Common Areas of Cameron Creek which shall be appurtenant to and pass with the title to every Tract, subject to the following rights which are granted to the Association.

2.1.1 To suspend the voting rights and right to the use of the recreational facilities in the Common Area for any period during which any assessment against an Owner's Tract remains unpaid, or an Owner is in violation of the Covenants, the Articles, the By-Laws, or any published rule of the Association.

2.2 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, the Owner's right to use and enjoy the Common Area and recreational facilities in it, to members of the Owner's family, and tenants or contract purchasers who reside on the Owner's Tract.

Section 3. MEMBERSHIP AND VOTING RIGHTS.

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

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

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

3.2.2 Class B. Class B membership consists of Developer and its successor. The Class B member shall be entitled to 110 votes less that number of votes which Class A members are entitled to exercise. Class B membership shall cease upon the happening of either of the following events, whichever occurs first:

3.2.2.1 When fee simple title to all tracts has been conveyed by Developer; or

3.2.2.2 on December 31, 2008.

Section 4. MEMBERSHIP IN CAMERON CREEK COMMUNITY ASSOCIATION, INC.

4.1 Each Owner of a Tract shall be a member of the Cameron Creek Community Association and shall be bound by the Articles and By-Laws of that Association.

4.2 Each Owner of a Tract shall be bound by Articles 2, 3 and 4 of the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approval's Appended to the Plat of Cameron Creek, Section I, a Subdivision in Adams Township, Allen County, Indiana; provided, however, that whenever such Covenants refer to a "Lot" the same shall be interpreted to mean "Tract", and an "Owner" shall be interpreted as the Owner of a Tract.

Section 5. COVENANT FOR MAINTENANCE ASSESSMENTS.

5.1 Creation of the Lien and Personal Obligation of Assessments. Each owner, except Developer, by acceptance of a deed for a tract, 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 as set forth in Section 5.4. Such assessments to be established and collected as provided in these Covenants and the By-Laws. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Tract against which each such assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records, stating the description of the Tract,

name of the Owner, amount due and the due dates. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was Owner of such Tract at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by them.

5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for: (i) snow removal and lawn care; (ii) the payment of liability insurance and fidelity bond premiums; (iii) carrying out the duties of the Board of Directors of the Association as set forth in Article VII of the By Laws of the Cameron Chase Community Association, Inc., as amended from time to time; (iv) carrying out the purposes of the Association as stated in its Articles of Incorporation; and (v) as set forth in Section 9.1.

5.3 Maximum Annual Assessments. Until January 1 of the year immediately following the first conveyance by Developer of a Tract, the maximum annual assessment shall be \$600.00 per Tract.

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

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

5.4 Special Assessments. In addition to the annual assessment, the Association may levy, in any assessment year, a special assessment:

5.4.1 against any Tract whose owner, after notice from the Architectural Committee as provided in Section 11.7, neglects or refuses to replace the roof on the Dwelling as required under Section 10.1. The assessment shall, when collected, be used to pay that Owner's pro-rata share of the cost of the roof replacement for the duplex Dwellings.

5.4.2 against any Tract whose Owner neglects to pay, within 30 days of the due date, any premium on the all risk insurance policy required under Section 10.1.2. The Association shall have the right, but not the obligation, to pay such premiums to maintain the insurance policy in full force and effect. The assessment shall be in the aggregate amount expended by the Association to maintain the policy in full force and effect.

5.4.3 against any Tract (and individually against the Owner personally), whose Owner, by his failure to adequately insure his Dwelling in an amount necessary to repair or replace the Dwelling, is unable to repair or replace the Dwelling, such assessment to be the amount of the shortfall between the insurance proceeds (if any) and

the amount required to repair or replace the Dwelling. The assessment, when collected, shall be used to pay the balance of the cost of repair or replacement (the "shortfall").

5.5 Notice and Quorum for Any Action Authorized Under Subsection 5.3.2. Any action authorized under Section 5.3.2 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 30 days, nor more than 60 days, in advance of the meeting. If the proposed action is less than the requisite percentage of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by an officer of the Association within 30 days of the date of such meeting.

5.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Tracts, except as provided in Section 9.2 and shall be collected on a monthly basis. The annual assessment as set forth in Section 5.23 shall include an assessment for common area maintenance and for Snow Removal and Lawn Care. As to snow removal and tract care, the Association shall provide for snow removal from paved portions of streets and sidewalks (but excluding driveways) and shall further provide for lawn cutting and fertilizing for each Tract. The portion of the annual budget allocated for Lawn Care and Snow Removal shall be assessed in accordance with the actual cost as determined by the annual contract with those service providers. The charges for each shall be shared equally by all Tracts except as provided in Section 9.2.

5.7 Date of Commencement of Annual Assessments. The annual assessment allowed under Section 4.3 shall be in force and effect on the first day of the month following the first conveyance of a Tract by Developer or its successor. The first annual assessment shall be based upon a partial year unless such conveyance is made in the first month of such year. The portion of the annual assessment for common area maintenance shall commence as to individual Tracts on the first day of the month following the conveyance of such Tract to Owner, pro-rated according to the number of months remaining in the calendar year at the time of conveyance (except for the initial year, when the pro-ration shall be based upon the partial year). That portion of the annual assessment for Grounds Keeping Services shall commence as to individual Tracts on the first day of the month following the issuance of an Occupancy Permit for such Tract, pro-rated according to the number of months remaining in the calendar year at the time of issuance (except for the initial year, when pro-ration shall be based upon the partial year). The Board of Directors shall fix the amount of the annual assessment against each lot at least 30 days in advance of the date when the annual assessment is due. Written notice of the annual assessment shall be given to every Owner. The Association shall, upon demand and for a reasonable charge, furnish a certificate by an officer of the Association stating whether an assessment on a Tract has been paid.

Section 6. ESTABLISHMENT OF ASSESSMENTS.

6.1 The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures:

6.1.1 The Annual assessments against the Owners of all of the Tracts shall be established after the adoption of an operating budget, and written notice of the amount and date of commencement thereof shall be given to each Owner not less than 30 days in advance of the date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct which shall be monthly until otherwise directed. Annual assessments shall include an amount for "Reserves for Replacement" so as to enable the Association to establish and maintain an adequate reserve fund for periodic maintenance, repair and replacement of improvements.

6.1.2 Special assessments against the Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

6.1.3 The Board of Directors may, from time to time, establish a resolution, rule or regulation, or may delegate to an officer or agent, the power and authority to establish specific fees, dues or charges to be paid by Owners of Tracts for any special or personal use of facilities, or to reimburse the Association for the expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation of the officer or agent.

6.1.4 The Association shall prepare a roster of the Tracts and assessments applicable thereto which shall be kept in the Office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand, furnish an Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

Section 7. EFFECT OF NON-PAYMENT OF ASSESSMENTS.

7.1 If any assessment is not paid within 30 days after the due date, a late fee of \$10.00, beginning from the due date, shall be levied by the Board of Directors, for each month the assessment is unpaid.

For example: Owner A is delinquent in payment of his assessment for two [2] months. The computation of late fees is as follows:

1st month's late fees:	\$10.00 for Assessment #1.
2nd month's late fees:	\$10.00 for Assessment #2 <u>and</u> another \$10.00 for Assessment #1.

Total amount of late charges due after two months: \$30.00.
(\$10.00 for month #1 and \$20.00 for month #2).

The Association, on approval by the Board of Directors, may, at any time after a delinquency has continued for two [2] months, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. Any officer of the Association is authorized to execute any documents required to effect such action. Any such action shall include subsequent unpaid assessments and/or late charges. There shall be added to the assessment all costs and expenses, including attorney's fees required to collect same. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of the Tract.

Section 8. SUBORDINATION OF THE LIEN TO MORTGAGES.

8.1 As hereinabove provided in Section 5.1, the lien of the Association for assessments and other charges of the Association becomes effective from and after recording of a Claim of Lien in the Public Records and shall automatically secure all unpaid assessments, late fees and other charges, including attorney's fees which may become due from and after the recording of the Claim of Lien. The Claim of Lien shall be executed by an officer of the Association and shall comply with the requirements necessary for the recording thereof in Allen County, Indiana. This lien of the Association shall be subordinate to a first mortgage on any Tract, which mortgage is recorded in the Public Records prior to any said Claim of Lien against the same Tract being recorded in the Public Records. A lien for assessments shall not be affected by any sale or transfer of a Tract; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a first mortgage, a foreclosure of a mortgage held by an Institutional Mortgage, or deed in lieu of foreclosure by a first mortgage or a mortgage held by an Institutional Mortgagee, the acquire of title, his successors and assigns, shall not be liable for assessments pertaining to the Tract or chargeable to the former owner of the Tract which became due prior to such sale or transfer. However, any such unpaid assessments for which such acquire of title is not liable, may be reallocated and assessed to all Tracts (including such acquire of title) as an Association expense. Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the Purchaser or Transferee of a Tract from liability for, or the Tract from, the lien of any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

Section 9. MAINTENANCE OBLIGATION OF ASSOCIATION.

9.1 Grounds Keeping Services. Grounds Keeping Services as defined in Section 5.6, shall be provided by the Association for all Tracts. In the event that there is a fenced-in area upon a Tract, adequate access to this area shall be provided to enable the Association to perform this maintenance, but if none is so provided or if the access is locked or otherwise made inaccessible, then the Association shall not be responsible for providing any maintenance within this area, and the Owner thereof shall have such responsibility and shall not be entitled to claim any abatement of any portion of the Annual Assessment by the Association due to such situation. If the installation of fencing or additional landscaping by an Owner increases the cost to the Association of performing

this grounds keeping maintenance, then the Board of Directors may cause such Owner to pay such increases as a Special Assessment.

9.2 Right of Entry by Association. Whenever it is necessary to enter a Tract for the purpose of inspection, including inspection to ascertain an Owner's compliance with the provisions of this Declaration, or for performance of any maintenance, alteration or repair to any portion of the Dwelling or improvements upon the Tract, the Owner thereof shall permit an authorized agent of the Association to enter such dwellings, or go upon the Tract, provided that such entry shall be made only at reasonable times. In the case of emergency such as, but not limited to, fire or tornado, entry may be made at any time. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

Section 10. MAINTENANCE OBLIGATION OF OWNERS.

10.1 Owner's Responsibility.

10.1.1 Each Owner is responsible for the repair, maintenance and/or replacement at his expense of all portions of the Dwelling, landscaping and other improvements constructed on his Tract excluding, however, Grounds Keeping Services as set forth in Section 9.2 hereof. Accordingly, each Owner shall maintain at his expense the exterior and interior of the Dwelling, including but not limited to the roof, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, drains, plumbing fixtures and connections and all air conditioning equipment. Further, each Owner shall maintain at his expense all structural, electrical, mechanical and plumbing elements thereof.

10.1.2 Each Owner is required to carry on his Dwelling an all risk policy of insurance on a replacement cost basis. At or before Closing on the purchase of a Dwelling, the purchaser shall be required to produce proof of such insurance to the Board of Directors of the Association, including a copy of the insurance policy, which policy shall provide that the Association is an additional insured under the policy, and shall further provide that the Association is to be given written notice in the event the policy is terminated, or in the event any premium on the policy is not paid within 30 days of the date upon which it is due.

10.2 Owner Liability. Should any Owner do any of the following:

10.2.1 Fail to perform the responsibilities as set forth in Section 10.1 above;
or,

10.2.2 Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or

10.2.3 Undertake unauthorized improvements or modifications to his Dwelling or to any other portion of his Tract or to the Common Area, as set forth herein.

10.2.4 The Association, after approval of two-thirds (2/3rds) vote of the Board of Directors and twenty days prior written notice (unless the Owner gives evidence to the Board of Directors that he is proceeding to remedy the failure(s) with due diligence), shall have the right, through its agents and employees, to enter upon said Tract and Dwelling and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs to the Association, shall be added to and become a part of the assessment to which the Tract is subject.

Section 11. ARCHITECTURAL CONTROL.

11.1 Approval Necessary. No building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on the Properties, nor shall any dwelling or other improvements on each Tract, as originally constructed and provided by Declarant, be altered, changed, repaired or modified unless prior to the commencement of any work thereof, two complete plans and specifications therefor, including but not limited to exterior colors, materials, and decorations, and also including, as applicable, front, side and rear elevations, and floor plans, and two plot plans indicating and fixing the exact location of such improvements, structures or such altered structure on the Tract with reference to the street and side lines thereof, shall have been first submitted in writing for approval and approved in writing by the Architectural Committee. The foregoing prior approval is intended to specifically apply to the painting of a Dwelling or any other maintenance or repair which changes the exterior appearance of a Dwelling or other improvements on a Tract.

11.2 Members. The Architectural Committee shall consist of five [5] members, appointed by the Board of Directors. The members of the Architectural Committee shall serve at the pleasure of the Board of Directors. However, the initial Architectural Committee shall consist of the following three members: M. Todd Roberts, Robert Estep and Glenn Conkling. After primary residences are constructed on all Tracts, the Board of Directors shall succeed to the initial Committee's responsibilities under this Section 11 to review subsequent construction, modifications and additions of structures.

11.3 Endorsement of Plans. Approval of plans, specifications and location of improvements by the Architectural Committee shall be endorsed on both sets of said plans and specifications, and one set shall forthwith be returned by the Architectural Committee to the person submitting the same. The approval of the Architectural Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver of the right of the committee to disapprove of any features or elements embodied in such plans or specifications, if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Units.

11.4 Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the Architectural Committee, no building, outbuilding, garage, fence, wall, retaining wall, or other improvements or structures of any kind shall be erected, constructed, placed, altered or maintained upon the Properties unless the same shall be erected, constructed or altered

in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Committee.

11.5 Right of Entry. Any agent or member of the Architectural Committee may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the Architectural Committee under construction or on or in which the agent or members have reason to believe that a violation of the covenants, restrictions, reservations, servitude or easements is occurring or has occurred.

11.6 Fences. No fence, or other improvement, shall be erected upon a Tract which is deemed by the Architectural Committee to interfere with the maintenance performed by the Association, thereby increasing the amount of maintenance required to be done, or increase in any other manner the cost of maintenance by the Association, unless otherwise specifically agreed to in writing by the Association.

11.7 The Architectural Committee shall have the right and the obligation to require the Owners of Dwellings to replace the roof on a Residential Unit, in the reasonable opinion of the Committee, such replacement is necessary to maintain the outward appearance of the Residential Unit or to prevent water damage to the interior of the Dwelling(s). Notice of such requirement for replacement shall be sent, in writing, to each affected Owner, and such Owners shall have six (6) months to comply.

11.8 Non-liability of Architectural Control Committee. Neither the Developer, the Architectural Control Committee, the Association, nor any member, officer or director thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Architectural Control Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Committee, the Association, or the Developer to recover any damages or to require the committee or the Developer to take or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete sets of plans to the Developer's office for review by the Architectural Control Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent Tract Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

Section 12. INSURANCE

12.1 Dwellings. The Association has no responsibility to purchase or maintain any fire or hazard insurance with respect to the Dwellings or other improvements upon Tracts; the Owners thereof shall be solely responsible therefore.

12.2 Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage covering all the Common Areas. The coverage shall be at least for \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas, and legal liability arising out of lawsuit related to employment contracts of the Association. Such policies must provide that they may not be canceled or substantially modified by any party, without at least 10 days' prior written notice to the Association.

12.3 Fidelity Bonds. The Association shall maintain a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or funds administered by the Association. In the event the Association delegates some or all of the responsibility for the handling or responsible for funds of, or administered on behalf of, the Association. The amount of the fidelity bond shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three months aggregate assessments on all Units, plus reserve funds. The fidelity bonds required herein must meet the following requirements:

12.3.1 Fidelity bonds shall name the Association as an obligee.

12.3.2 The bonds shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee", or similar terms of expressions.

12.3.3 The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent, or its officers, employees and agents), shall be paid by the Association as a common expense.

12.3.4 The bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 10 days' prior written notice to the Association.

12.4 Purchase of Insurance. All insurance purchased pursuant to this Section 12 shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to Owners and any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners and the Association, their respective servants, agents and guests. Each Owner and the Association hereby agree to waive any claim against each other and against other Owners for any loss or damage

for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

12.5 Cost and Payment of Premiums. The Association shall pay the cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Owners and any other fees or expenses occurred which may be necessary or incidental to carry out the provisions hereof.

12.6 Owners' Responsibility. Each Owner may obtain insurance, at his own expense, affording coverage upon his own personal property and for his own liability and living expenses as he deems advisable. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right of contribution.

12.7 Association as Agent. The Association is irrevocably appointed agent for each Owner, for each Owner of a mortgage upon a Tract and for each Owner of any other interest in a Tract or the Common Areas to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

12.8 Estimates. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board may desire or those required by Institutional Mortgagees involved.

Section 13. PROHIBITED USES.

13.1 Garbage and Trash. All garbage cans, trash containers, bicycles and other personal property shall be kept, stored and placed in an area not visible from outside the Dwelling. Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities. Garbage cans and trash containers shall be placed at the curbside no sooner than the evening before and removed no later than the evening of the scheduled pick-up.

13.2 Structures. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected or maintained without the prior approval of the Architectural Committee. Structures shall include, but not be limited to, play sets and/or jungle gyms, in-ground and above-ground pools, spas, hot tubs, and associated structures.

13.3 Pets and Animals. Pets and animals shall be permitted, only as provided for in this Section.

13.3.1 Animals and pets shall be restricted to cats, dogs, fish, domestic birds, hamsters, lizards, gerbils, turtles, guinea pigs and rabbits, provided that they are not kept, bred or maintained for any commercial purpose. The foregoing restriction shall apply

to animals/pets which visit the community. No other animals, livestock or poultry of any kind shall be raised, bred or kept on a Lot.

13.3.2 All dogs and cats must be inoculated against rabies by a duly qualified and licensed veterinarian and shall also be inoculated in like manner in such cases of emergency whenever ordered by the Board of Health of the State of Indiana.

13.3.3 When outside the Dwelling, all dogs and cats must be accompanied by an attendant who shall have such dog/cat firmly held by collar and leash, which leash shall not exceed 8 feet in length. No cats or dogs shall be permitted to run at large outside of the Dwelling; this shall not prohibit a cat or dog from being maintained without a leash or other restraint within any enclosed privacy area of the Tract in which the dog or cat resides and/or is maintained.

13.3.4 The owner/custodian of each animal and pet and/or the individual walking same, shall be required to clean up after the animal/pet.

13.3.5 The owner/custodian of the animal or pet shall remove his or her animal or pet from the Community when such animal or pet emits excessive noise such that the same may be heard outside of the Dwelling.

13.3.6 The animal/pet owner and the Tract owner of the Dwelling involved shall be strictly liable for damages caused to the Common Area of Cameron Creek by the animal/pet.

13.3.7 Any animal/pet owner's right to have an animal/pet reside in or visit the Community shall have such right revoked if the animal/pet shall create a nuisance or shall become a nuisance as may be determined by the Board of Directors of the Association.

13.4 Stables. No stable, livery stable, barn, or kennel shall be erected, constructed, permitted or maintained on any Tract.

13.5 Outside Storage. No boat, boat trailer, recreational vehicle, motor home, truck, camper or any other wheeled vehicle shall be permitted to be parked ungaraged on a Tract for periods in excess of 48 hours, or for a period of which is in the aggregate is in excess of 8 days per calendar year. The term "truck" as used in this Section 13.5 means every motor vehicle designed, used, or maintained primarily for the transportation of property, which is rated one-ton or more.

13.6 The following restrictions also apply

(a) No repair (including changing of oil) of a vehicle shall be made within the community except for minor repairs necessary to permit removal of a vehicle, unless they are made in the garage of a Dwelling with the garage door closed. However, washing or waxing of a vehicle is permitted outside the garage.

(b) All personal vehicles which can be appropriately parked within a standard-size parking stall may be parked on the Properties. No vehicles of any nature shall be parked on any portion of the Properties or a Tract except on the surfaced parking area thereof.

13.6.1 Remedies of Towing. If upon the Association's provision of that notice required by Indiana Statutes, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Community, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. By this provision, each Owner and vehicle owner consents to such tow. In the event that the vehicle owner fails to pay the towing costs upon demand, the Association shall have the right to levy a charge for the costs against the Tract and Owner in question, that is, against the Owner for himself/herself as the owner of the vehicle or for his/her family, lessees, guests, employees, visitors, etc. as owner(s) of the vehicle (as such, the Tract Owner is liable for the vehicle violations of his/her family, lessees, guests, visitors, etc.), and the charge shall be collected as provided in this Section.

13.6.2 Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle towed, the Association shall have the right to seek compliance with this Section 13.6 by injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the Governing Documents. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 13.6.

13.7 Signs. No sign of any kind shall be displayed to the public view on a Tract or Dwelling without the prior consent of the Board of Directors, except signs used by a builder to advertise a Tract during the construction and sales periods.

13.8 No Business Activity. No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, trading or amusement establishing, quarry, pit, undertaking establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public baths, school, kindergarten, nursery school, sanitarium asylum or institution shall be erected, maintained, operated, carried on, permitted or conducted on the Properties. Also prohibited are garage sales, yard sales and the like (except community-sponsored). Notwithstanding the foregoing, the following shall apply:

13.8.1 Home Occupations. No Tract shall be used for any purposes other than as a single-family residence, except that a home occupation, defined as follows, may be permitted. Any use conducted entirely within the Dwelling and participated in solely by a member of the immediate family residing in said Dwelling, which use is clearly incidental and secondary to the use of the Dwelling for dwelling purposes and does not change the character thereof and in connection with which there is: [a] no sign or display that indicates from the exterior that the Dwelling is being utilized in whole or in part for any purpose other than that of a Dwelling, [b] no commodity is sold upon that Tract; [c] no person is employed in such home occupation other than a member of the immediate family residing in the

Dwelling; and [d] no mechanical or electrical equipment is used other than is customarily used in an office-at-home or by home hobbyist, and which is generally unsuitable for commercial applications.

13.8.2 The practice of leasing Dwellings shall not be considered as a business activity under this Section 13.7.

13.8.3 The business of operating the Association shall not be considered as business activity under this Section 13.7.

13.9 Maintenance. All Tracts and Dwellings shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All Dwellings shall be maintained in first class condition with well maintained landscaping.

13.10 Nuisance. No noxious or offensive activity shall be carried on upon any Tract, nor shall anything be done on a Tract which may be or become an annoyance or nuisance to residents in the Subdivision. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of a Tract other than the Tract upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of a Tract by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on a Tract which are audible, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

13.11 Unlawful Uses. No improper, offensive or unlawful use shall be made of any Tract and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

13.12 Antennas. No radio or television antenna with more than 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 Dwelling, shall be attached to a Dwelling on a Tract. No free-standing radio or television antenna shall be permitted on a Tract. No solar panels (attached, detached or free-standing) are permitted on a Tract. No satellite receiving disk, or dish in excess of 20 inches in diameter shall be permitted on a Tract; provided, however, that the installation and location thereof must be approved by the Committee under Section 11.

13.13 Clothes Line. No clothes, linens, or the like, shall be hung in any manner outside of a Dwelling. No clothes lines or poles shall be permitted.

13.14 Wells. No individual water supply system shall be permitted on any Tract, except the installation required for a geothermal heating and cooling system.

13.15 Sidewalks. Operation of motorized vehicles is not permitted on the sidewalks or pass thru easements on the Properties. This excludes wheelchairs or other devices employed by the handicapped.

13.16 Occupancy of Dwelling and Subdivision:

13.16.1 Occupancy of Dwelling. Each Dwelling shall be occupied by Owners and tenants and their family members, as a residence, as a single family dwelling, and for no other purpose.

13.16.2 Subdivision. No Lot may be subdivided into more than two Tracts. Only entire Tracts may be sold, leased or otherwise transferred.

13.17 Use. No person shall use the Tracts or any parts thereof, in any manner contrary to this Declaration.

Section 14. GENERAL PROVISIONS.

14.1 Use. Tracts may not be used except for single-family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Tract other than one attached single-family residence not to exceed two and one-half stories in height. Each Dwelling shall include an attached garage to accommodate at least one car. Such garage shall be built as part of the Dwelling.

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

14.3 Building Lines. No structure shall be located on a Tract nearer to the front Tract line, or nearer to the side street line than the minimum building setback lines shown on the Plat. In any event, no building shall be located nearer than a distance of 5 feet to an interior Tract line. No Dwelling shall be located on an interior Tract nearer than 25 feet to the rear Tract line.

14.4 Minimum Lot Size. No residence shall be erected or placed on a Tract having a width of less than 35 feet at the minimum building setback line, nor shall any residence be erected or placed on any Tract having an area of less than 4,000 square feet.

14.5 Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and over the rear 10 feet of each Tract. No Owner shall erect on a Tract, or grant to any entity the right, license, or privilege to erect or use, or permit the use of, overhead wires, poles or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any residence or other structure on a Tract connecting it to the electrical distribution system of any electric public utility shall be provided by the

Owner of the Tract who constructs the residence or structure, and shall carry not less than 3 wires and have a capacity of not less than 200 amperes. Any public utility charged with the maintenance of underground installations shall have access to all easements in which said installations are located for operation, maintenance and replacement of service connections.

14.6 Surface Drainage Easements. Surface drainage easements used for drainage purposes as shown on the Plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the surface of the Real Estate shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the County Surveyor (or proper public authority having jurisdiction over storm drainage) shall have the right to determine if any obstruction exists, and to repair and maintain, or require such repair and maintenance, as shall be reasonably necessary to keep the conductors unobstructed.

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

14.8 Dumping. No Tract 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 Tract.

14.9 Workmanship. All structures on a Tract shall be constructed in a substantial, good 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 Tract, and no roll roofing of any description or character shall be used on the roof of any residence or attached garage on a Tract.

14.10 Driveways. All driveways on Tracts from the street to the garage shall be poured concrete and not less than 10 feet in width.

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

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

water runoff sewer system. No sanitary sewage shall at any time be discharged or permitted to flow into Subdivision's storm and surface water runoff sewage system.

14.13 Completion of Infrastructure. Before any Dwelling on a Tract shall be used and occupied as such, the Developer, or any subsequent Owner of the Tract, shall have substantially completed the infrastructure improvements serving the Tract as shown on the approved plans and specifications for the Subdivision filed with the Plan Commission and other governmental agencies having jurisdiction over the Subdivision. This covenant shall run with the land and be enforceable by the Plan Commission or by any aggrieved Owner.

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

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

14.16 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.

14.17 Duration of Covenants. These Covenants shall run with the land and be effective for a period of 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 10 years.

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

14.18.1 After primary residences are constructed on all Lots in the Subdivision and certificates of compliance are issued by the Plan Commission for such residences, in order to amend a provision of these Covenants, an amendatory document must be signed by the Owners of at least 75% of the Tracts in the Subdivision of Cameron Chase.

14.18.2 Until primary residences are constructed on all Lots in the Subdivision and certificates of compliance are issued for those residences, in order to amend the Covenants, Developer, in addition to those persons whose signatures are required under Section 14.18.1, also must sign the amendatory document.

14.18.3 Notwithstanding the provision of Section 14.18.1, Developer (as defined in Section 1.8) shall have the exclusive right for a period of two years from the date

the Plat and these Covenants are recorded, to amend any of the Covenant provisions (except Section 14.2) without approval of the Owners.

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

14.18.5 There may be incorporated as part of these Covenants, and, where applicable, the Articles and By-Laws of the Association, any and all provisions which now or hereafter may be required under the regulations or guidelines of FNMA, FHLMC, GNMA, VA and FHA so as to make any first mortgage encumbering a Unit eligible for purchase by FNMA, FHLMC, or GNMA, and eligible under VA or FHA, and such provisions shall supersede any conflicting matters contained in these Covenants, the Articles or By-Laws, except to the extent compliance with any regulation or guideline is waived by FNMA, FHLMC, GNMA, VA or FHA. Should FNMA, FHLMC, GNMA, VA or FHA require an amendment of these Covenants, the Articles or By-Laws, then such amendment may be made and filed by the Association without regard to any other provisions herein contained regarding amendments, and without any requirement for securing the consent of any Unit Owner.

14.19 Subdivision. No Tract or combination of Tracts may be further subdivided until approval for such subdivision has been obtained from the Plan Commission; except, however, the Developer (as defined in Section 1.8) shall have the absolute right to increase the size of any Lot by adding to such Lot a part of an adjoining Lot (thus decreasing the size of such adjoining Lot) so long as the effect of such addition does not result in the creation of a "Lot" which violates the limitation imposed under Section 14.4.

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

14.21 Sidewalks. Plans and specifications for the Subdivision approved by and on file with the Plan Commission require the installation of concrete sidewalks within the street rights-of-way in front of all Tracts. Installation of such sidewalks shall be the obligation of the Owners of those Tracts (exclusive of Developer). The sidewalks to be located on a Tract shall be completed in accordance with such plans and specifications prior to the issuance of a certificate of compliance for such Tract. This Covenant is enforceable by the Plan Commission or its successor agency, by specific performance or other appropriate legal or equitable remedy. Should a certificate of compliance be issued to Developer for a Tract on which a sidewalk must be constructed, Developer shall be considered as an Owner subject to enforcement of this Covenant with respect to that Tract.

14.22 Flood Protection Grades. In order to minimize potential damage to residences from surface water, minimum flood protection grades are hereby established

Lots 11 and 12	786.0 feet mean sea level
Lots 13 through 21	785.0 feet mean sea level

IN WITNESS WHEREOF, Paragon Land Development, LLC, by its duty authorized Managing Member, Glenn Conkling, has signed this document on this 23rd day of March, 2000.

 Managing Member
Glenn Conkling, Managing Member

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

WITNESS my hand and notarial seal.

Jean Willman
 Jean Willman Notary Public
 Residing in Allen County

20