

87 APR 24 PM 3:19

ALLEN COUNTY RECORDER

RECORDED

87-1020-119

Book 48 Page 193 197

# WALLEN HILLS

A SUBDIVISION IN A PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 2 AND A PART OF THE SW 1/4 OF SECTION 1, ALL IN T-31-N, R-12-E, HANSHAMPTON TOWNSHIP, ALLEN COUNTY, INDIANA.

## OWNER:

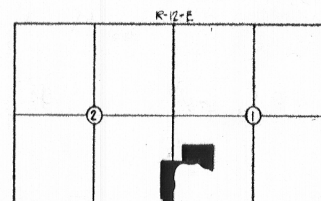
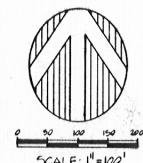
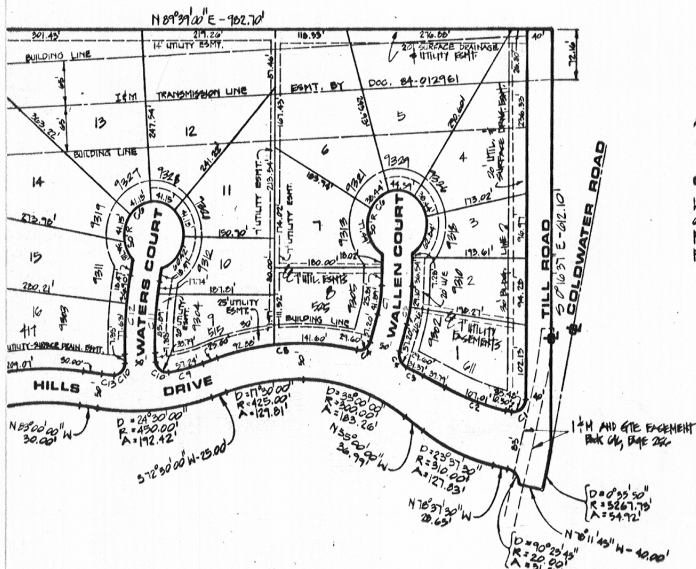
WALLEN HILLS LIMITED PARTNERSHIP  
607 EAST CARL ROAD  
P.O. BOX 1402  
P.O. BOX 1402  
PHONE: 219-481-2000

## DEVELOPER:

NORTHILL DEVELOPMENT CORP.  
607 EAST CARL ROAD  
P.O. BOX 1402  
P.O. BOX 1402  
PHONE: 219-481-2000

## ENGINEER:

ROCKE & ASSOCIATES  
115 EAST CARL ROAD  
P.O. BOX 1402  
P.O. BOX 1402  
PHONE: 219-481-2000



DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEG
101° 11' 42"	20.00	35.48	24.58	31.02	S 90° 32' 04" W
13° 37' 30"	450.00	107.01	53.78	166.76	N 71° 40' 40" W
3° 47' 03"	475.00	31.37	15.69	31.37	N 66° 53' 31" W
84° 47' 03"	20.00	29.60	18.26	26.97	N 00° 00' 00" E
16° 00' 00"	200.00	55.85	28.11	55.87	N 00° 00' 00" E
300° 00' 00"	50.00	-261.80	-28.87	50.00	
16° 00' 00"	150.00	41.99	21.08	41.78	S 08° 00' 00" W
28° 17' 03"	425.00	234.48	119.88	232.11	S 86° 38' 31" W
8° 11' 56"	400.00	57.24	28.67	57.19	S 76° 35' 58" W
12° 30' 00"	20.00	33.79	22.53	29.91	
96° 48' 04"	475.00	103.63	52.02	103.42	N 03° 45' 00" E
12° 30' 00"	525.00	114.54	57.50	114.31	S 03° 45' 00" W
2° 41' 56"	400.00	18.84	9.44	18.84	N 84° 20' 58" W
52° 53' 03"	475.00	438.43	236.25	423.03	S 70° 33' 27" W
80° 49' 10"	20.00	28.21	17.03	25.93	S 84° 31' 34" W
57° 10' 34"	325.00	325.17	177.68	311.78	N 63° 43' 38" W
103° 42' 53"	50.00	160.38	154.82	99.95	S 31° 51' 27" W
66° 02' 08"	25.00	28.01	16.25	27.24	N 33° 01' 04" E
57° 30' 20"	275.00	275.01	150.89	264.57	S 05° 12' 02" E
90° 06' 30"	20.00	31.45	20.04	28.31	S 11° 24' 16" E
43° 38' 59"	475.00	361.67	190.23	353.18	N 11° 49' 29" W
10° 00' 00"	275.00	71.99	38.20	71.79	S 02° 30' 00" E
90° 00' 00"	25.00	39.27	25.00	35.36	S 90° 00' 00" W
30° 05' 40"	175.00	91.52	47.05	90.87	S 79° 57' 10" W
73° 05' 40"	150.00	13.80	6.26	12.73	
55° 05' 40"	175.00	168.28	91.28	161.87	S 15° 32' 50" W
107° 00' 00"	125.00	233.44	188.93	200.96	N 41° 30' 00" E

## WALLEN HILLS

## Legal Description

A part of the SE 1/4 of the SE 1/4 of Section 2 and a part of the SW 1/4 of Section 1, T-31-N, R-12-E, Allen County, Indiana being more particularly described as follows:

Beginning at the Southeast corner of Section 2, T-31-N, R-12-E, Allen County, Indiana; thence N 90° 00' 00" W along the South line of said Section 2 a distance of 297.65 feet; thence N 0° 40' 48" W a distance of 210.00 feet; thence N 90° 00' 00" W and parallel to the South line of said Section 2 a distance of 100.00 feet; thence N 0° 40' 48" W a distance of 1098.95 feet to a point on the North line of the SE 1/4 of said Section 2; thence N 89° 19' 01" E along said North line a distance of 398.08 feet to the NE corner of the SE 1/4 of Section 2 and the NW corner of the SW 1/4 of Section 1; thence N 89° 59' 00" E a distance of 321.51 feet; thence N 0° 06' 06" W a distance of 436.20 feet; thence N 89° 59' 00" E a distance of 982.70 feet to a point on the Center line of Till Road; thence S 0° 16' 37" E along said Center line a distance of 612.10 feet to a point of non-tangent curve to the right on the Center line of Coldwater Road; thence along said non-tangent curve to the right and the Center line of Coldwater Road having a central angle of 0° 35' 50"; a radius of 5267.73 feet; an initial tangent bearing of S 17° 12' 24" W; a distance of 54.92 feet; thence N 78° 11' 45" W a distance of 40.00 feet to a point of non-tangent curve to the left; thence along said non-tangent curve to the left having a central angle of 90° 25' 45"; a radius of 20.00 feet; an initial tangent bearing of N 11° 48' 15" E; a distance of 31.57 feet; thence N 78° 53' 30" W a distance of 28.65 feet to a point of curve to the right; thence along said curve to the right having a central angle of 23° 57' 30"; a radius of 310.00 feet; a distance of 127.83 feet; thence N 55° 00' 00" W a distance of 36.99 feet to a point of curve to the left; thence along said curve to the left having a central angle of 35° 00' 00"; a radius of 300.00 feet; a distance of 183.26 feet to a point of curve to the right; thence along said curve to the right having a central angle of 1° 50' 00"; a radius of 425.00 feet; a distance of 129.81 feet; thence S 72° 30' 00" W a distance of 25.00 feet to a point of curve to the right; thence along said curve to the right having a central angle of 24° 30' 00"; a radius of 450.00 feet; a distance of 192.42 feet; thence N 83° 00' 00" W a distance of 30.00 feet to a point of curve to the left; thence along said curve to the left having a central angle of 107° 00' 00"; a radius of 425.00 feet; a distance of 793.69 feet; thence S 10° 00' 00" E a distance of 25.00 feet to a point of curve to the right; thence along said curve to the right having a central angle of 15° 00' 00"; a radius of 325.00 feet; a distance of 85.08 feet; thence S 5° 00' 00" W a distance of 21.70 feet to a point of non-tangent curve to the right; thence along said non-tangent curve to the right having a central angle of 21° 00' 00"; a radius of 50.00 feet; an initial tangent bearing of S 55° 00' 00" E; a distance of 183.26 feet; thence N 85° 00' 00" W a distance of 24.77 feet; thence S 0° 40' 00" E a distance of 100.00 feet; thence S 56° 42' 43" E a distance of 60.23 feet to a point on the East line of Section 2, T-31-N, R-12-E, Allen County, Indiana; thence S 0° 39' 36" E along said East line a distance of 394.25 feet to the Southeast corner of said Section 2 and the Point of Beginning. Containing 1,139,083.92 square feet or 26.1498 acres more or less.

## CERTIFICATION:

I Timothy F. Owens, hereby certify that I am a Land Surveyor licensed in compliance with the laws and the State of Indiana, that this plat correctly represents a survey completed by me on July 17, 1986, that all markers shown thereon actually exist and that their location, size, type and material are accurately shown.



Timothy F. Owens  
Timothy F. Owens, L.S.

APPROVED by the Allen County, Indiana,  
Plan Commission on March 12, 1987

Arthur G. Sprou, Vice President  
Lynn A. Koshlenger, Secretary

APPROVED by the Allen County Board of  
Commissioners on March 12, 1987

Donald J. Foster  
Richard M. Ellenwood

Jack Worthman  
Linda K. Bloom  
ATTEST LINDA K. BLOOM, ALLEN COUNTY CLERK

APPROVED by the Allen County Zoning  
Administrator on March 12, 1987  
Jack G. Suter

APPROVED by the Allen County Surveyor  
on March 12, 1987

APPROVED by the Allen County Health  
Commissioner on March 12, 1987  
Dr. Jane M. Treacher

PREPARED BY: GERALD P. ROCKE

INSTRUMENT V 2176

87 APR 24 PM 3: 19

ALLEN COUNTY RECORDER

- 1) The flood protection grade for lots 14 thru 18 inclusive are 805.0 feet above sea level.
- 2) The flood protection grade for lots 24 thru 34 inclusive are 807.5 feet above mean sea level.
- 3) The flood protection grades for lots 36 thru 45 inclusive are 804.5 feet above mean sea level.

The houses on each of the above mentioned lots should have a finished floor elevation indicated as "Flood Protection Grade".



A part of the R-12-E-A  
Beginning at  
thence N 91°  
N 0°40'48"  
of said Sect.  
a point on  
line a distan  
SW ¼ of S  
distance of  
Center-line  
point of non-  
non-tanger  
0°35'50",  
54.92 feet  
left; then  
radius of 2  
N 76°37'31"  
to the right;  
feet; then  
said curve  
183.26 feet  
angle of 17°  
distance of  
a central ar  
00°00'00"  
left having  
thence S 11°  
curve to the  
85.08 feet  
right; then  
radius of 5  
thence N 81°  
thence S 51°  
R-12-E-A,  
feet to the  
1.139 radi

CERTIFICATION:

I Timothy F. Owens, hereby certify that I am a Land Surveyor licensed in compliance with the laws and the State of Indiana, that this plat correctly represents a survey completed by me on July 17, 1986, that all markers shown thereon actually exist and that their location, size, type and material are accurately shown.



Timothy F. Owens

AMENDED  
DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,  
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED  
TO AS PART OF THE DEDICATION AND PLAT OF  
WALLEN HILLS, SECTION I  
A SUBDIVISION IN WASHINGTON TOWNSHIP, ALLEN COUNTY, INDIANA

Wallen Station Limited Partnership, an Indiana Limited Partnership, by Northhill Development Corporation and Thomas J. Eckrich, General Partners, hereby declares that it is the Owner and Developer of the real estate shown and described in this plat and does hereby lay off, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. The Subdivision shall be known and designated as Wallen Hills, Section I, a Subdivision in Washington Township, Allen County, Indiana.

The lots are numbered from 1 to 45, 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 hereby expressly dedicated to public use for their usual and intended purposes.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to the Wallen Hills 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, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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 Area" 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, PROVIDED, HOWEVER, no tract of land consisting of part of any one lot or parts of more than one lot shall be considered a "LOT" unless said tract of land has a frontage of 50 feet in width at the established building line as shown on this plat.

Section 6. "Committee" shall mean the Architectural Control Committee, composed of three members appointed by the Developer and who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time shall be filled by appointment of the Developer.

DULY ENTERED FOR TAXATION

APR 24 1987

INSTRUMENT V 2176

*Frank Blom*  
AUDITOR OF ALLEN COUNTY

87 APR 24 PM 3:19  
ALLEN COUNTY RECORDER

8 7 2 0 5 1 9

Section 7. "By-Laws" shall mean the By-Laws initially adopted by the WALLEN HILLS COMMUNITY ASSOCIATION, INC. and all amendments and additions thereto.

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement 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 right to the use of the recreational facilities by an Owner for any period during which any assessments 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.

Section 2. Delegation of Use. 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, his tenants or contract purchasers who reside on the property.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot.

Class B. Class B member(s) shall be Wallen Station Limited Partnership and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when title to all lots in all sections has been conveyed, or

(b) on December 31, 1996.

8 7 2 0 5 1 9



ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any lot, excepting Wallen Station Limited Partnership 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 and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such 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 of the residents in the properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Fifty Dollars (\$50.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 8% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 8% by the vote or written assent of 51% of each class of members.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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 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 each class of members.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Any action authorized under Sections 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 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 the appropriate officers of the Association not later than 30 days from the date of such meeting.

8 7 2 0 5 1 9

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 on the first day of the month following the conveyance of the Common Area. 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 bear interest from the due date at the rate of 12% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same; may foreclose the lien against the property; or may do both. No Owner may waive or otherwise escape personal liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the 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 a judgment and court order on a foreclosure of any first mortgage, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until two sets of plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by 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. Neither the Developer, the Architectural Control Committee, nor any member 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

8 7 2 0 5 1 9

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 or the Developer to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action. 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 of structure therein described, and no adjacent lot owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

# ARTICLE VI GENERAL PROVISIONS

Section 1. Residential Purposes. No lot shall be used except for residential purposes. 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 shall include not less than a two car garage, which shall be built as part of said structure and attached thereto.

Section 2. Building Sizes. No Building shall be built any lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeways or garages of less than 1600 square feet for a one-story dwelling, nor less than 1050 square feet for a dwelling of more than one-story, except that on certain lots designated by Wallen Station Limited Partnership, its successors and assigns, one and one-half (1) story, bi-level and tri-level dwellings with a minimum total living area of 2000 square feet, exclusive of open porches, breezeways and garages shall be permitted.

Section 3. Building Setback. 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 an interior lot nearer than twenty-five (25) feet to the rear lot line.

Section 4. Minimum Building and Lot Size. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,250 square feet.

Section 5. Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded 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 shall be provided by the Owners of all lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have

87 APR 24 PM 3:19  
ALLEN COUNTY RECORDER  
J. J. Smith

8720519

access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections. Any 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 constructed and maintained so as 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. 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 Structures and Storage. No structure of a temporary character, trailer, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be either used or located on any lot adjacent to any lot, public street or right-of-way of the platted subdivision at anytime, or used as a residence either temporarily or permanently.

Section 8. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 9. Radio and Television Antennas. No radio or television antenna with more than thirty (30) square feet of grid area or which attains a height 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, television receiving disk or dish shall be permitted on any lot. No solar panels attached or detached shall be permitted.

Section 10. Drilling, Refining, Quarrying and Mining Operations. 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 use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 11. Animals. 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. Trash and Garbage. 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 outside incinerators shall be kept or allowed on any lot.

Section 13. Building Materials. All buildings shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding or siding

8 7 2 0 5 1 9



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. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any lots in this Subdivision.

Section 16. Use of Public 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. Sanitary Sewer Restrictions. 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 Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Runoff Sewer System.

Section 18. Improvements. 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 developer or any subsequent Owner of said lot shall install improvements serving said lot provided in said plans and specifications for this Addition filed with the County of Allen. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana or by any aggrieved lot Owner in this Subdivision.

Section 19. Flood Protection Grade. In order to minimize potential damages from surface water, flood protection grades are established as set forth below. All dwellings shall be constructed at or above the minimum flood protection grades; such grades shall be the minimum elevation of a first floor or the minimum sill elevation of any opening below the first floor. The flood protection grade for lots 14 thru 18 inclusive are 805.0 feet above sea level; The flood protection grade for lots 24 thru 34 inclusive are 807.5 feet above mean sea level; the flood protection grades for lots 36 thru 45 inclusive are 804.5 feet above mean sea level.

Section 20. Permits and Certificates. Before any lot may be used or occupied, such user or occupier shall first obtain from the Allen County Zoning Administrator the Improvement Location Permit and Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Section 21. Enforceability. The Association, Wallen Station Limited Partnership, and any Owner shall have the right to enforce, by any proceeding at law or in equity, all

8 7 2 0 5 1 9

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.

Section 22. Partial Invalidation. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 23. Covenants, Restrictions and Extensions. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date these covenants and restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these covenants and restrictions may be amended by an instrument signed by not less than 75% of the lot Owners, and provided further, Wallen Station Limited Partnership, its successors or assigns shall have the exclusive right of five (5) years from the date of recording of the plat to amend any of the Covenants and Restrictions except Section 2 above with the approval of the Allen County Plan Commission.

Section 24. Subdivision of Lots. No lot or combination of lots may be further subdivided unless 75% of the Lot Owners have approved by signing an instrument of approval and until said approval has been obtained from the Allen County Plan Commission.

Section 25. Exterior Building Surfaces. All exterior building surfaces, materials and colors shall be approved by the Architectural Control Committee.

Section 26. Sidewalks. Plans and specifications for this subdivision, on file with the Allen County Plan Commission require the installation of concrete sidewalks within the street rights-of-way in front of lots 1 through 45 all inclusive. Installation of said sidewalks shall be the obligation of the Owner of any such lot, exclusive of the developer, 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 Allen County Plan Commission or its successor agency. Should such Certificates of Occupancy be issued to the developer, said individual or corporation shall be considered an Owner for the purposes of the enforcement of this covenant.

Section 27. Yard Lights. A dusk to dawn light (or gas light) of type and location approved by the Architectural Control Committee shall be installed by the builder or lot owner on each lot in front of the front building line. If electric post, post lights shall be equipped with automatic operators (electric eye) to provide light from sundown to dawn.

Section 28. Fires. No outdoor fires for the purpose of burning leaves, grass or other forms of trash shall be permitted to burn upon any street roadway or lot in this subdivision, other than that as related to the construction of a dwelling unit.

IN WITNESS WHEREOF, Wallen Station, an Indiana Limited Partnership, by its general partners, Northhill Development Corporation and Thomas J. Eckrich, Owner of the real estate described in said plat, has set its hand and seal this 25th day of February, 1987.

87 APR 24 PM 3:19  
 ALLEN COUNTY RECORDER

8720519

WALLEN STATION LIMITED  
PARTNERSHIP,  
an Indiana Limited Partnership  
By its General Partners

NORTHILL DEVELOPMENT CORPORATION

By Karl Bandemer  
Karl Bandemer, Vice President

Thomas J. Eckrich  
Thomas J. Eckrich

STATE OF INDIANA     )  
                              ) SS:  
COUNTY OF ALLEN     )

Before the undersigned, a Notary Public in and for said County and State, personally appeared Karl Bandemer, Vice President of Northill Development Corporation, and acknowledged the execution of the above and foregoing instrument on behalf of said corporation as general partner of Wallen Station Limited Partnership for the purposes and uses therein set forth this 25 day of February, 1987.

Helen J. Kessler  
Notary Public  
HELEN J. KESSLER  
Printed Name

My Commission Expires:  
FEBRUARY 15, 1989  
County of Residence:  
ALLEN

STATE OF INDIANA     )  
                              ) SS:  
COUNTY OF ALLEN     )

Before me, the undersigned, a Notary Public in and for said County and State, this 25 day of February, 1987, personally appeared Thomas J. Eckrich, a general partner of Wallen Station Limited Partnership, and acknowledged the execution of the foregoing to be his voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal.

Helen J. Kessler  
Notary Public  
HELEN J. KESSLER  
Printed Name

My Commission Expires:  
FEBRUARY 15, 1989  
County of Residence:  
ALLEN

This instrument prepared by Richard E. Fox, Attorney at Law.

8 7 2 0 5 1 9