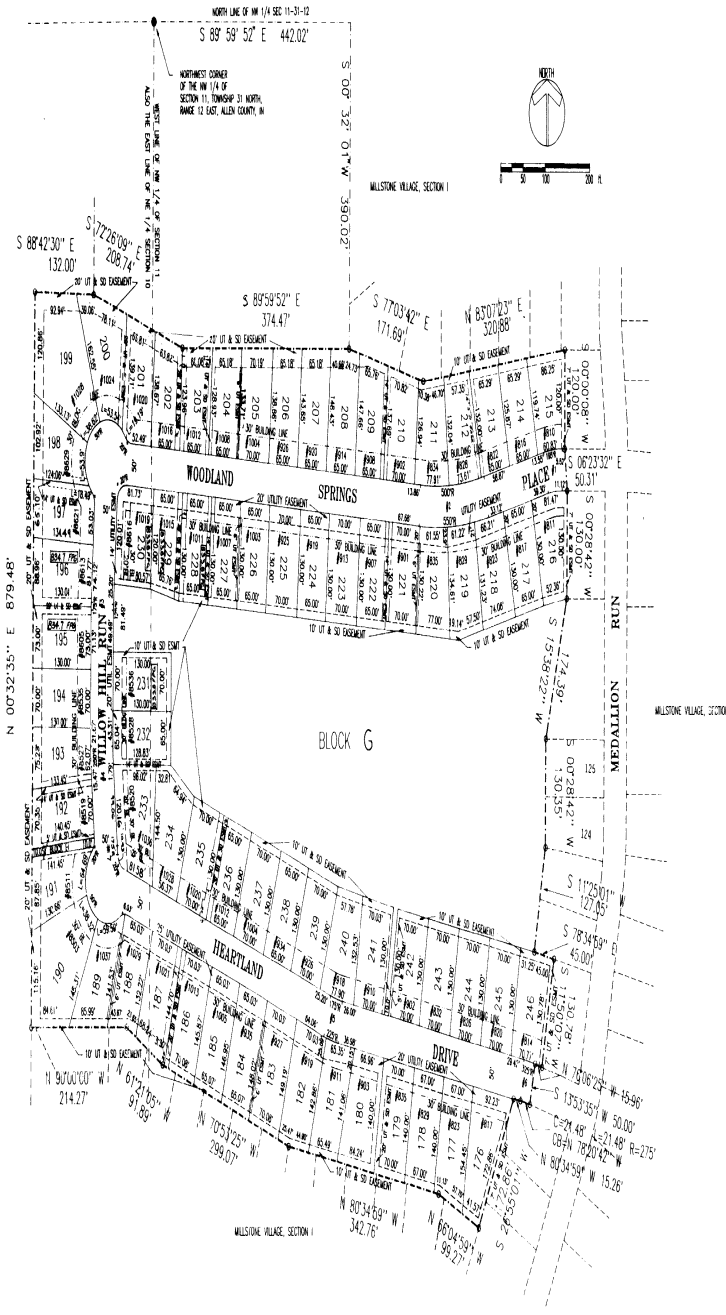


SL-019386

Plat Cabinet B, Page 57



DESCRIPTION

A parcel of land located in the Northwest One-quarter of Section 11 and in the Northeast One-quarter of Section 10, all in Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows: COMMENCING at the Northwest corner of the Northwest One-quarter of said Section 11; thence South 89 degrees 59 minutes 52 seconds East (bearing based on the bearings found in the Secondary Plat of Millstone Village, Section I, recorded in Plat Cabinet B, page 30, Office of the Recorder of Allen County) along the North line of the Northwest One-quarter of said Section 11 a distance of 442.02 feet to a westerly line of said plat, a distance of 390.02 feet to the point of beginning. BEGINNING at the above described point, thence along a Southerly, Westerly and Northerly boundary of said Millstone Village, Section I plat by the following twenty courses: South 77 degrees 00 minutes 42 seconds East a distance of 171.49 feet; thence North 89 degrees 07 minutes 23 seconds East a distance of 203.88 feet; thence South 0 degrees 00 minutes 00 seconds West a distance of 120.00 feet; thence South 8 degrees 23 minutes 32 seconds East a distance of 50.31 feet; thence South 0 degrees 28 minutes 42 seconds West a distance of 130.00 feet; thence South 15 degrees 38 minutes 22 seconds West a distance of 174.39 feet; thence South 11 degrees 25 minutes 01 seconds West a distance of 130.35 feet; thence South 11 degrees 25 minutes 01 seconds West a distance of 45.00 feet; thence South 78 degrees 34 minutes 59 seconds East a distance of 150.76 feet; thence North 89 degrees 11 minutes 07 seconds West a distance of 130.76 feet; thence North 78 degrees 10 minutes 25 seconds West a distance of 15.86 feet; thence South 13 degrees 53 minutes 35 seconds East a distance of 50.00 feet; thence along a curve to the left having a radius of 275 feet, an arc length of 21.48 feet, chord bears North 78 degrees 20 minutes 42 seconds West a chord distance of 21.48 feet; thence North 80 degrees 34 minutes 59 seconds West a distance of 15.26 feet; thence South 26 degrees 55 minutes 01 seconds West a distance of 172.86 feet; thence North 68 degrees 04 minutes 59 seconds West a distance of 99.27 feet; thence North 80 degrees 34 minutes 59 seconds West a distance of 342.76 feet; thence North 70 degrees 53 minutes 25 seconds West a distance of 299.07 feet; thence North 61 degrees 21 minutes 05 seconds West a distance of 91.89 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 214.27 feet; thence North 0 degrees 32 minutes 35 seconds East a distance of 879.48 feet; thence South 88 degrees 42 minutes 30 seconds East a distance of 132.00 feet; thence South 72 degrees 28 minutes 09 seconds East a distance of 208.74 feet; thence South 89 degrees 59 minutes 52 seconds East a distance of 374.47 feet to the point of beginning. Parcel contains 24.800 acres, more or less.

STREET CURVE DATA

CURVE #	RADIUS (FEET)	LENGTH (FEET)	CHORD (FEET)	TANGENT (FEET)
CURVE # 0				
SOUTH RIGHT-OF-WAY	145	31.05	30.99	15.58
NORTH RIGHT-OF-WAY	195	41.76	41.68	20.96
CURVE # 2				
NORTH RIGHT-OF-WAY	500	143.79	143.30	72.40
SOUTH RIGHT-OF-WAY	500	129.42	128.97	65.16
CURVE # 3				
EAST RIGHT-OF-WAY	125	6.80	6.80	3.40
WEST RIGHT-OF-WAY	175	9.52	9.52	4.76
CURVE # 4				
EAST RIGHT-OF-WAY	200	19.94	19.94	9.98
WEST RIGHT-OF-WAY	250	24.93	24.92	12.48
CURVE # 5				
NORTH RIGHT-OF-WAY	175	26.70	26.68	13.38
SOUTH RIGHT-OF-WAY	225	34.34	34.30	17.20
CURVE # 6				
SOUTH RIGHT-OF-WAY	275	21.48	21.48	10.75
NORTH RIGHT-OF-WAY	325	25.39	25.38	12.70
CURVE # 7				
EAST RIGHT-OF-WAY	175	10.17	10.17	5.09

LOT CURVE DATA

LOT	RADIUS (FEET)	LENGTH (FEET)	CHORD (FEET)
181	225	74.13-76	28.37
182	225	71.31-79	5.97
188	50	68.14-71	59.59
190	50	44.15-45	38.32
191	50	74.10-72	64.69
193	250	57.42-50	24.93
195	175	0.36-43	1.87
196	175	2.34-17	7.65
197	50	21.11-10	18.49
198	50	68.14-71	53.20
199	50	44.15-45	38.62
200	50	61.21-22	53.54
201	50	21.59-10	19.19
211	500	7.20-23	64.05
212	500	8.26-08	73.61
213	500	0.42-09	6.13
215	195	12.14-11	41.76
216	195	12.14-11	31.05
219	550	6.22-38	61.22
218	550	3.25-49	33.09
220	550	6.24-43	61.55
221	550	0.14-29	2.32
222	200	57.42-50	6.80
240	175	9.44-33	26.70
246	325	8.28-34	25.39

BLANCHARD: NORTH-BONNET BOLT ON FIRE HYDRANT AT THE CORNER TO LOT # 124 AND LOT # 125 IN MILLSTONE VILLAGE, SECTION I. ELEVATION = 829.75 FEET.

- NOTES**
1. ALL RIGHT-OF-WAY PAVES TO BE 30 FEET
 2. ALL RIGHT-OF-WAYS TO BE DECKED IN FEET WIDE TO ALLEN COUNTY
 3. ALL COMMON AREAS, ROADS & DRAINAGE AREAS TO HAVE BLANKET UTILITY AND SERVICE DRAINAGE EASEMENT
 4. ALL BARRIERS MUST ALLOW FOR PROPOSED DRAINAGE
- SINGLE DRINKS AS FOUND IN PLANS

DEVELOPER: NORTH EASTERN CONSTRUCTION CO., INC.
6700 EAST STATE BOULEVARD
FORT WYOMING, INDIANA 46815
719-749-0425

SURVEYOR: COOL & DONMEYER, INC.
Engineers-Surveyors-Planners
6044 EAST STATE BOULEVARD
FORT WYOMING, INDIANA 46815
719-749-0025

- LEGEND**
- BL - BLANK LINE
 - UT - UTILITY EASEMENT
 - SD - SERVICE DRAINAGE EASEMENT
 - FD - FIRE EASEMENT
 - FR - FLOOD PROTECTION DRINK

APPROVED THIS 14th DAY OF April 1991
ALLEN COUNTY BOARD OF COMMISSIONERS

JACK R. WORTHMAN, PRESIDENT
John R. Worthman
EDWIN J. ROSSIGNOL, VICE-PRESIDENT

Jack C. McClellan
JACK C. MCCLELLAN, SECRETARY

ATTEST:
Linda K. Bloom
LINDA K. BLOOM, AUDITOR
ALLEN COUNTY, INDIANA

APPROVED THIS 14th DAY OF April 1991
ALLEN COUNTY PLANNING COMMISSION

PRESIDENT
John R. Worthman
VICE-PRESIDENT

APPROVED THIS 3rd DAY OF May 1991
FOR DRAINAGE ONLY.
Louis K. Madhavan
LOUIS K. MADHAVAN, ALLEN COUNTY SURVEYOR

APPROVED THIS 3rd DAY OF May 1991
FORT WAYNE-ALLEN COUNTY BOARD OF HEALTH

DR. JANE M. RAMSDECHER

CONFIRMED THIS 15 DAY OF May 1991
ALLEN COUNTY DEPARTMENT OF PLANNING SERVICES
Denvis A. Gordon
DENVIS A. GORDON, EXECUTIVE DIRECTOR

I, Harry D. Dickmeier, hereby certify that I am a Land Surveyor licensed in compliance with the laws of the State of Indiana and that this plat correctly represents a survey completed by me or under my direct supervision on 05/03/91 and that I have set (7) diameter steel rods marked with plastic identification caps at each of the property corners.

Plat prepared and certified correct this 22nd day of March 1991

Harry D. Dickmeier
Harry D. Dickmeier, L.S. # 5-0243

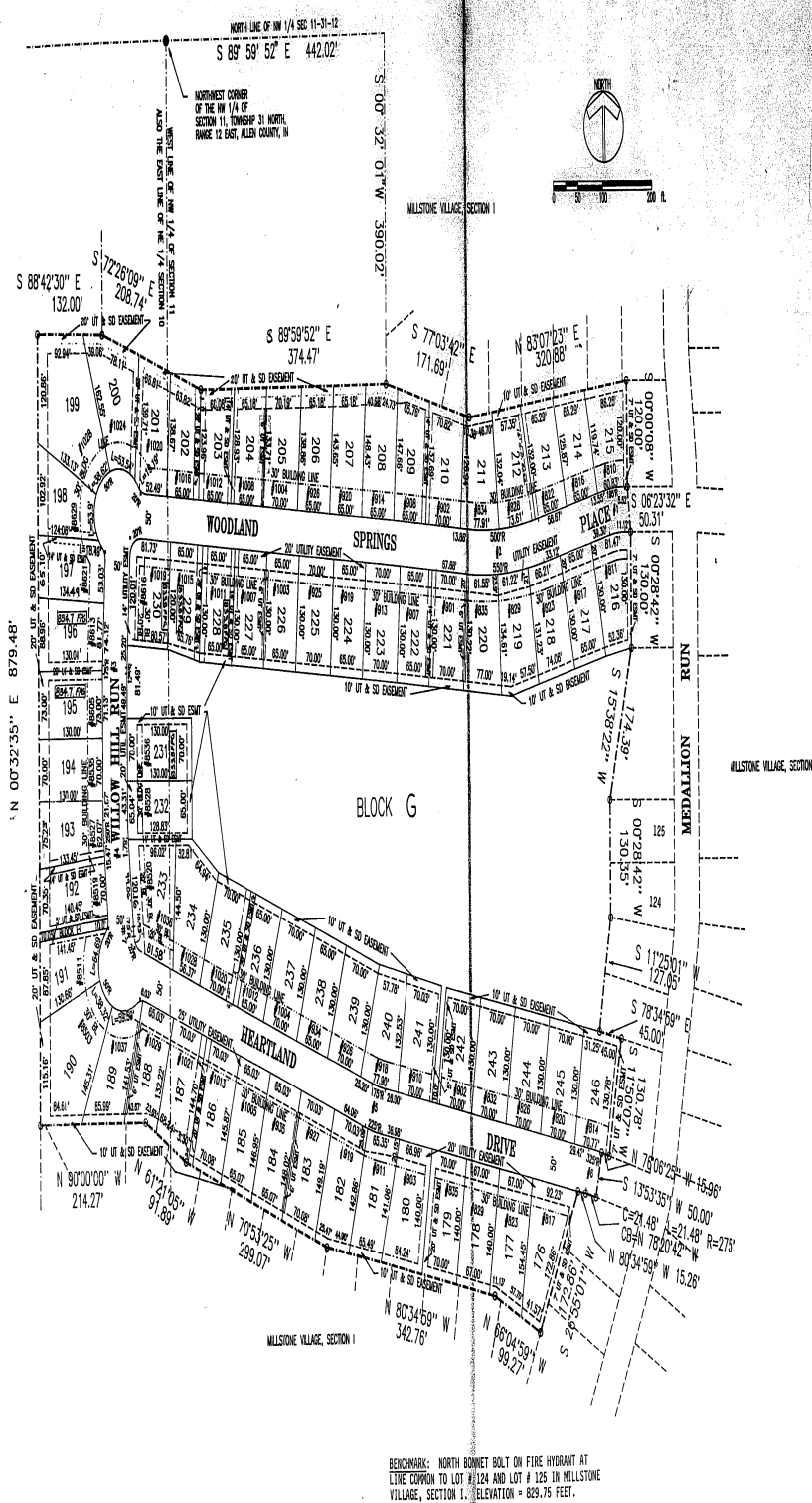
Revised 4-14-91
Revised 5-91



Secondary Plat of MILLSTONE VILLAGE, SECTION II

A Subdivision located in part of the NW 1/4 of Section 11 and the NE 1/4 of Section 10, Township 31 North, Range 12 East, Allen County, Indiana.

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DESCRIPTION

A parcel of land located in the Northwest One-quarter of Section 11, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows: COMMENCING at the Northwest corner of the Northwest One-quarter of said Section 11; thence South 89 degrees 59 minutes 52 seconds East (bearing based on the bearings found in the Secondary Plat of Millstone Village, Section I, recorded in Plat Cabinet 8, page 30, Office of the Recorder of Allen County) along the North line of the Northwest One-quarter of said Section 11 a distance of 442.02 feet to a Westerly line of said plat; thence South 0 degrees 32 minutes 41 seconds West, along said Westerly line of said plat, a distance of 390.00 feet to the point of beginning. BEGINNING at the above described point; thence along a Southerly, Westerly and Northerly boundary of said Millstone Village, Section I, plat by the following courses: South 77 degrees 03 minutes 42 seconds East a distance of 111.69 feet; thence North 83 degrees 07 minutes 23 seconds East a distance of 120.00 feet; thence South 0 degrees 00 minutes 00 seconds West a distance of 120.00 feet; thence South 0 degrees 28 minutes 22 seconds West a distance of 174.39 feet; thence South 0 degrees 28 minutes 42 seconds West a distance of 130.35 feet; thence South 11 degrees 25 minutes 01 seconds West a distance of 127.05 feet; thence South 78 degrees 34 minutes 59 seconds East a distance of 45.00 feet; thence South 11 degrees 50 minutes 07 seconds West a distance of 130.76 feet; thence North 76 degrees 06 minutes 25 seconds East a distance of 15.36 feet; thence South 13 degrees 53 minutes 35 seconds West a distance of 90.00 feet; thence along a Curve to the left having a radius of 275 feet, an arc length of 21.48 feet, chord bears North 70 degrees 20 minutes 42 seconds West a distance of 21.48 feet; thence North 70 degrees 20 minutes 42 seconds West a distance of 172.86 feet; thence North 66 degrees 54 minutes 59 seconds East a distance of 172.86 feet; thence North 66 degrees 54 minutes 59 seconds West a distance of 99.27 feet; thence North 70 degrees 53 minutes 25 seconds West a distance of 299.07 feet; thence North 61 degrees 21 minutes 05 seconds West a distance of 91.86 feet; thence North 30 degrees 00 minutes 00 seconds East a distance of 214.27 feet; thence North 0 degrees 32 minutes 35 seconds East a distance of 879.48 feet; thence South 88 degrees 42 minutes 30 seconds East a distance of 132.00 feet; thence South 72 degrees 26 minutes 09 seconds East a distance of 208.74 feet; thence South 89 degrees 59 minutes 52 seconds East a distance of 374.47 feet to the point of beginning. Parcel contains 24,860 acres, more or less.

STREET CURVE DATA

CURVE #	RADIUS (FEET)	LENGTH (FEET)	CHORD (FEET)	TANGENT (FEET)	
CURVE # 1	12°-16'-07"	146	31.05	30.99	15.58
		199	41.76	41.80	20.96
		500	143.79	143.30	72.40
CURVE # 2	16°-28'-00"	500	128.42	128.97	65.16
		125	6.80	6.80	3.40
CURVE # 3	3°-07'-01"	176	9.52	9.52	4.76
		200	19.94	19.94	9.98
CURVE # 4	5°-42'-50"	250	24.93	24.92	12.48
		200	19.94	19.94	9.98
CURVE # 5	8°-44'-35"	175	26.70	26.68	13.38
		225	34.34	34.30	17.19
CURVE # 6	4°-28'-34"	275	21.48	21.48	10.75
		325	25.39	25.38	12.70
CURVE # 7	3°-19'-50"	175	10.17	10.17	5.09

LOT CURVE DATA

LOT	RADIUS (FEET)	LENGTH (FEET)	CHORD (FEET)
181	225	7°-13'-28"	28.37
182	225	1°-31'-09"	5.97
189	50	08°-17'-13"	59.59
190	50	44°-15'-05"	38.32
191	50	74°-07'-52"	64.69
195	175	5°-42'-50"	24.93
196	175	0°-36'-43"	1.87
196	175	2°-36'-17"	7.65
197	50	21°-11'-30"	18.49
198	50	61°-45'-58"	53.90
199	50	44°-15'-05"	38.62
200	50	61°-21'-22"	53.54
201	50	21°-59'-10"	19.19
211	500	7°-20'-23"	64.05
212	500	8°-26'-08"	73.61
213	900	0°-42'-09"	6.13
215	195	12°-16'-07"	41.76
216	145	12°-16'-07"	31.05
219	550	6°-22'-30"	61.22
219	550	1°-25'-49"	33.09
220	550	6°-24'-43"	61.55
221	550	0°-14'-29"	2.32
232	200	5°-42'-50"	24.93
240	175	8°-44'-35"	26.70
246	325	4°-28'-34"	25.39

BENCHMARK: NORTH BOWMET BOLT ON FIRE HYDRANT AT LINE CORNER TO LOT # 124 AND LOT # 125 IN MILLSTONE VILLAGE, SECTION I. ELEVATION = 829.75 FEET.

- NOTES**
1. ALL RIGHT-OF-WAY PAVES TO BE 30 FEET.
 2. ALL RIGHT-OF-WAYS TO BE DEPOSITED 50 FEET WIDE TO ALLEN COUNTY.
 3. ALL COMMON AREAS, BLOCKS & LANDSCAPE AREAS TO HAVE PLANNED UTILITY AND SURFACE DRAINAGE EXHIBIT.
 4. ALL BURIED UTILITIES MUST ALLOW FOR PROPOSED DRAINAGE SINK GRABES AS FOUND IN PLANS.

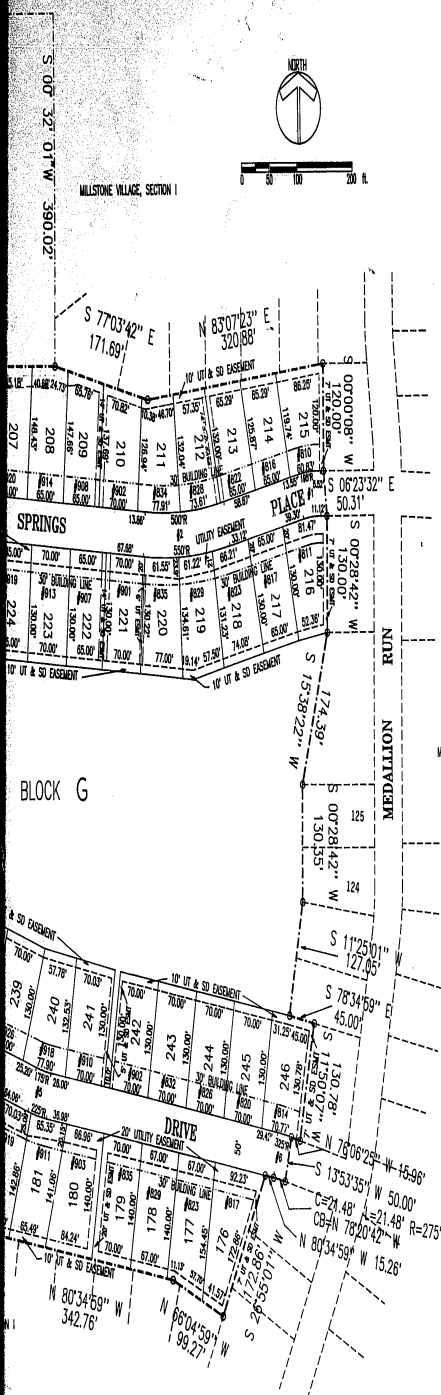
DEVELOPER: NORTH EASTERN CONSTRUCTION CO., INC.
6700 EAST STATE BOULEVARD
FORT WAYNE, INDIANA 46815
219-749-0425

SURVEYOR: COIL & DICKMEYER, INC.
Engineers-Surveyors-Planners
6044 EAST STATE BOULEVARD
FORT WAYNE, INDIANA 46815
219-749-0125

Secondary Plat
of
MILLSTONE VILLAGE,
SECTION II

A Subdivision located in part of the NW 1/4 of Section 11 and the NE 1/4 of Section 10, Township 31 North, Range 12 East, Allen County, Indiana.

LEGEND
BL - BUILDING LINE
UT - UTILITY EASEMENT
SI - SURFACE DRAINAGE EASEMENT
SEMP - EASEMENT
FPP - FLOOD PROTECTION GRADE



DESCRIPTION

A parcel of land located in the Northwest One-quarter of Section 11 and in the Northeast One-quarter of Section 10, all in Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows: COMMENCING at the Northwest corner of the Northwest One-quarter of said Section 11; thence South 89 degrees 59 minutes 52 seconds East (bearing based on the bearings found in the Secondary Plat of Millstone Village, Section 1, recorded in Plat Cabinet B, page 20, Office of the Recorder of Allen County) along the North line of the Northwest One-quarter of said Section 11 a distance of 442.02 feet to a Westerly line of said plat; thence South 0 degrees 32 minutes 01 seconds West, along said Westerly line, a distance of 390.02 feet to the point of beginning. BEGINNING at the above described point; thence along a Southerly, Westerly and Northerly boundary of said Millstone Village, Section 1 plat by the following twenty courses: South 77 degrees 03 minutes 42 seconds East a distance of 171.99 feet; thence North 83 degrees 07 minutes 23 seconds East a distance of 320.88 feet; thence South 0 degrees 00 minutes 08 seconds West a distance of 120.00 feet; thence South 0 degrees 23 minutes 32 seconds East a distance of 50.31 feet; thence South 0 degrees 28 minutes 42 seconds West a distance of 130.00 feet; thence South 15 degrees 38 minutes 22 seconds West a distance of 174.39 feet; thence South 11 degrees 15 minutes 01 seconds West a distance of 130.35 feet; thence South 78 degrees 34 minutes 59 seconds East a distance of 45.00 feet; thence South 11 degrees 50 minutes 07 seconds West a distance of 130.78 feet; thence North 70 degrees 53 minutes 25 seconds West a distance of 15.96 feet; thence South 13 degrees 20 minutes 42 seconds East a distance of 50.00 feet; thence along a curve to the left having a radius of 275 feet, an arc length of 21.48 feet, chord bears North 78 degrees 20 minutes 42 seconds West a distance of 21.48 feet; thence North 80 degrees 34 minutes 59 seconds West a distance of 15.26 feet; thence South 26 degrees 55 minutes 01 seconds West a distance of 172.86 feet; thence North 65 degrees 04 minutes 59 seconds West a distance of 99.27 feet; thence North 80 degrees 34 minutes 59 seconds West a distance of 342.76 feet; thence North 70 degrees 53 minutes 25 seconds West a distance of 299.07 feet; thence North 61 degrees 21 minutes 05 seconds West a distance of 214.27 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 879.48 feet; thence South 88 degrees 42 minutes 30 seconds East a distance of 132.00 feet; thence South 72 degrees 26 minutes 09 seconds East a distance of 208.74 feet; thence South 89 degrees 59 minutes 52 seconds East a distance of 374.47 feet to the point of beginning. Parcel contains 24,860 acres, more or less.

STREET CURVE DATA

CURVE #	RADIUS (FEET)	LENGTH (FEET)	CHORD (FEET)	TANGENT (FEET)
CURVE # 1	145	Δ = 12°-16'-07"	31.05	30.99
		195	41.76	41.68
CURVE # 2	500	Δ = 16°-28'-40"	143.79	143.30
		550	129.42	128.97
CURVE # 3	125	Δ = 3°-07'-01"	6.80	6.80
		175	9.52	9.52
CURVE # 4	200	Δ = 5°-42'-50"	19.94	19.94
		250	24.93	24.92
CURVE # 5	175	Δ = 8°-44'-35"	26.70	26.68
		225	34.34	34.30
CURVE # 6	275	Δ = 4°-28'-34"	21.48	21.48
		325	25.39	25.38
CURVE # 7	175	Δ = 3°-19'-50"	10.17	10.17
				5.09

LOT CURVE DATA

LOT	RADIUS (FEET)	LENGTH (FEET)	CHORD (FEET)
181	225	7°-13'-26"	28.37
182	225	1°-31'-09"	5.97
189	50	68°-17'-13"	59.59
190	50	44°-15'-05"	38.32
191	50	74°-07'-52"	64.69
193	250	5°-42'-50"	24.93
195	175	0°-36'-43"	1.87
196	175	2°-30'-17"	7.65
197	50	21°-11'-30"	18.49
198	50	61°-45'-58"	53.90
199	50	44°-15'-05"	38.62
200	50	61°-21'-22"	53.54
201	50	21°-59'-10"	19.19
211	500	7°-20'-23"	64.05
212	500	8°-26'-08"	73.61
213	500	0°-42'-09"	6.13
215	195	12°-16'-07"	41.76
216	145	12°-16'-07"	31.05
219	550	6°-22'-38"	61.22
218	550	3°-26'-49"	33.09
220	550	6°-24'-43"	61.55
221	550	0°-14'-29"	2.32
BLOCK G	125	3°-07'-01"	6.80
232	200	5°-42'-50"	19.94
240	175	8°-44'-35"	26.70
246	325	4°-28'-34"	25.39

BENCHMARK: NORTH BONNET BOLT ON FIRE HYDRANT AT LTNE COPPIN TO LOT # 124 AND LOT # 125 IN MILLSTONE VILLAGE, SECTION 1. ELEVATION = 829.75 FEET.

- NOTES:**
- ALL RIGHT-OF-WAY BOUND TO BE 20 FEET.
 - ALL RIGHT-OF-WAYS TO BE DESIGNATED 50 FEET WIDE TO ALLEN COUNTY.
 - ALL COMMON AREAS, BLOCKS & LANDSCAPE AREAS TO HAVE BLANNET UTILITY AND SURFACE DRAINAGE EASEMENT.
 - ALL BURIED UTILITIES MUST ALLOW FOR PROPOSED DRAINAGE SINK GRACES AS FOUND IN PLANS.

DEVELOPER: NORTH EASTERN CONSTRUCTION CO., INC.
6700 EAST STATE BOULEVARD
FORT WAYNE, INDIANA 46815
219-749-0425

SURVEYOR: COIL & DICKMEYER, INC.
Engineers-Surveyors-Planners
6044 EAST STATE BOULEVARD
FORT WAYNE, INDIANA 46815
219-749-0125

- LEGEND**
- RL - BUILDING LINE
 - UT - UTILITY EASEMENT
 - SD - SURFACE DRAINAGE EASEMENT
 - ESW - EASEMENT
 - FP - FLOOD PROTECTION GRADE

91-019286 **Plat Cabinet B, Page 57**

APPROVED THIS 14th DAY OF April 1991
ALLEN COUNTY BOARD OF COMMISSIONERS

JACK R. NORTHMAN, PRESIDENT
Edwin J. Rousseau
EDWIN J. ROUSSEAU, VICE-PRESIDENT
Jack C. McLeod
JACK C. MCCOMB, SECRETARY

ATTEST:
Linda K. Bloom
LINDA K. BLOOM, AUDITOR
ALLEN COUNTY, INDIANA

APPROVED THIS 14th DAY OF April 1991
ALLEN COUNTY PLAN COMMISSION

PRESIDENT
Lynda Koerlinger
VICE-PRESIDENT LYNDY KOERLINGER

APPROVED THIS 5th DAY OF May 1991
FOR DRAINAGE ONLY.
Louis K. MacLellan
LOUIS K. MACLELLAN, ALLEN COUNTY SURVEYOR

APPROVED THIS 15 DAY OF May 1991
FORT WAYNE-ALLEN COUNTY BOARD OF HEALTH
Janet M. Rumscher
DR. JANET M. RUMSCHER

CONFIRMED THIS 15 DAY OF May 1991
ALLEN COUNTY DEPARTMENT OF PLANNING SERVICES
Denise A. Gordon
DENISE A. GORDON, EXECUTIVE DIRECTOR

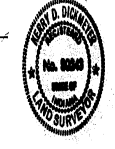
ONLY CHECKED FOR FINANCIAL
MAY 17 1991
Jack K. Bloom
AUDITOR OF ALLEN COUNTY

INSTRUMENT 2587

I, Kerry D. Dickmeyer, hereby certify that I am a Land Surveyor licensed in compliance with the laws of the State of Indiana and that this plat correctly represents a survey completed by me or under my direct supervision on March 22, 1991, and that I have set 1/2" diameter steel rods marked with plastic identification caps at each of the property corners.

Plat prepared and certified correct this 22nd day of MARCH 1991.

Kerry D. Dickmeyer
Kerry D. Dickmeyer, L.S. #S-0243
REVISED 4-16-91
REVISED 5-3-91



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91 MAY 17 AM 9:16
ALLEN COUNTY RECORDER



3/10/91

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED OF THE PLAT OF MILLSTONE VILLAGE, SECTION II A SUBDIVISION IN WASHINGTON TOWNSHIP, ALLEN COUNTY, INDIANA

MAY 17 1991

Judith Bloom AUDITOR OF ALLEN COUNTY

North Eastern Construction Co., Inc., an Indiana corporation, by Joseph L. Zehr, its President, hereby declares that it is the Owner of the real estate shown and described in this plat ("Real Estate"), and lays off, plats and subdivides the Real Estate in accordance with the information shown on the certified plat attached to and incorporated by reference in this document. The platted Subdivision shall be known and designated as Millstone Village, Section II, a Subdivision in Washington Township, Allen County, Indiana.

The lots are numbered from 176 through 246 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.

PREFACE

Millstone Village, Section II is part of a tract of real estate which is currently planned to be subdivided into a maximum of 246 residential lots. In addition to the recordation of the Plat and this document, there will be recorded articles of incorporation of Millstone Village Community Association, Inc., it being Developer's intention that each owner of a lot in Millstone Village, Section II will become a member of said association, and be bound by its articles of incorporation and bylaws.

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

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

1.2 "Association". Millstone Village Community Association, Inc., an Indiana not-for-profit corporation, and its successors and assigns.

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

1.4 "Bylaws". The bylaws adopted by Millstone Village Community Association, Inc., and all amendments to those bylaws.

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

1.6 "Common Area". All real property owned by the Association for the common use and enjoyment of Owners. Common Area is designated as Block C on the face of the plat.

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

1.8 "Developer". North Eastern Construction Co., Inc., an Indiana corporation, and its successors in interest in the Real Estate.

1.9 "Lot", and in plural form, "Lots". Any of the platted lots in the Plat, or any tract(s) of Real Estate which may consist of one or more Lots or part(s) of them upon which a residence is erected in accordance with the Covenants, or such further restrictions as may be imposed by any applicable zoning ordinance; provided, however, that no tract of land consisting of part of Lot, or parts of more than one Lot, shall be considered a "Lot" under these Covenants unless the tract has a frontage of at least 60 feet in width at the established front building line as shown on the Plat.

91 MAY 17 AM 9:16

Vertical stamp: JUDITH BLOOM AUDITOR OF ALLEN COUNTY



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

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

1.12 "Plat". The recorded secondary plat of Millstone Village, Section II.

1.13 "Subdivision". The platted Subdivision of Millstone Village, Section II.

Section 2. PROPERTY RIGHTS.

2.1 "Owners' Easements of Enjoyment". Each Owner shall have the right and an easement of enjoyment in the Common Area that is appurtenant to and passes with the title to every Lot, subject to the following rights which are granted to the Association.

2.1.1 To charge reasonable admission and other fees for the use of any recreational facility located in the Common Area.

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

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

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

Section 3. MEMBERSHIP AND VOTING RIGHTS

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

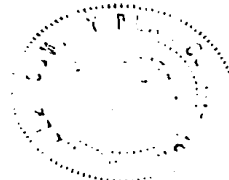
3.2 The Association shall have the following two classes of voting memberships:

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

3.2.2 Class B. Class B membership consists of Developer. The Class B member shall be entitled to 525 votes less that number of votes which Class A members are entitled to exercise. Class B membership shall cease upon the happening of either of the following events, whichever occurs first:

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

3.2.2.2 on December 31, 2000.



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Section 4. COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

4.3 Maximum Annual Assessments. Until January 1 of the year immediately following the first conveyance by Developer of a Lot, the maximum annual assessment shall be Eighty-Five Dollars (\$85.00) per Lot. Subsequent assessments may be made as follows:

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

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

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

4.5 Notice and Quorum For Any Action Authorized Under Subsections 4.3 and 4.4. Any action authorized under sections 4.3.2 and 4.4 shall be taken at a meeting of the Association called for 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 majority of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by an officer of the Association within 30 days of the date of such meeting.

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

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

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

4.8.1 Any assessment not paid within 30 days after its due date shall bear interest from the due date at the rate of 12% per annum, or the legal rate of interest in Indiana, whichever is higher.

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

4.9 Subordination of Assessment Lien to First Mortgages Liens. The lien of the assessments made under the Covenants shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien against it. No sale or transfer shall relieve an Owner or Lot from liability for any assessment subsequently becoming due, or from the lien of an assessment. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer.

Section 5. ARCHITECTURAL CONTROL

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

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

5.3 After primary residences are constructed on all Lots in the Subdivision, the Board of Directors (or other entity designated under its Articles or Bylaws) shall succeed to the Committee's responsibilities under this section 5 to review subsequent construction, modifications and additions of structures in the Subdivision.

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

Section 6. GENERAL PROVISIONS

6.1 Use. Lots may not be used except for single-family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family residence not to exceed two and one-half stories in height. Each residence shall include not less than a two-car garage, which shall be built as part of the residence and attached to it.

6.2 Dwelling Size. No residence shall be built on a Lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeways or garages, of less than 1200 square feet for a one-story residence, or less than 800 square feet on the ground floor of a residence that has more than one-story.

6.3 Building Lines. No structure shall be located on a Lot nearer to the front Lot line, or nearer to the side street line than the minimum building setback lines shown on the Plat. In any event, no building shall be located nearer than a distance of 7 feet to an interior Lot line. No dwelling shall be located on an interior Lot nearer than 25 feet to the rear Lot line.

6.4 Minimum Lot Size. No residence shall be erected or placed on a Lot having a width of less than 60 feet at the minimum building setback line, nor shall any residence be erected or placed on any Lot having an area of less than 6,500 square feet.

6.5 Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and over the rear 10 feet of each Lot. No Owner of a 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 in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any residence or other structure on a Lot connecting it to the electrical distribution system of any electric public utility shall be provided by the Owner of the Lot who constructs the residence or structure, and shall carry not less than 3 wires and have a capacity of not less than 200 amperes. Any public utility charged with the maintenance of underground installations shall have access to all easements in which said installations are located for operation, maintenance and replacement of service connections.

6.6 Surface Drainage Easements. Surface drainage easements and Common Area used for drainage purposes as shown on the Plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the surface of the Real Estate shall be constructed and maintained 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.

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

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6.8 Temporary Structures. No structure of a temporary character, trailer, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be constructed, erected, located or used on any Lot for any purpose (including use as a residence), either temporarily or permanently; provided, however, that basements may be constructed in connection with the construction and use of a single-family residence building.

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

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

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

6.12 Antennas. No radio or television antenna with more than 30 square feet of grid area, or that attains a height in excess of 6 feet above the highest point of the roof of a residence, shall be attached to a residence on a Lot. No free-standing radio or television antenna, or satellite receiving disk or dish shall be permitted on a Lot. No solar panels (attached, detached or free-standing) are permitted on a Lot.

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

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

6.15 Dumping. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. No incinerators shall be kept or allowed on a Lot.

6.16 Workmanship. All structures on a Lot shall be constructed in a substantial, good and workmanlike manner and of new materials. No roof siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any structure on a Lot, and no roll roofing of any description or character shall be used on the roof of any residence or attached garage on a Lot.

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

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

6.19 Street Utility Easements. In addition to the utility easements designated in this document, easements in the streets, as shown on the Plat, are reserved and granted to all public utility companies, the owners of the Real Estate and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove every type of gas main, water main and sewer main (sanitary and storm) with all necessary

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appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction over the Subdivision as to maintenance and repair of said streets.

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

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

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

6.23 Enforcement. The Association, Developer and 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.

6.24 Invalidation. Invalidation of any one of these Covenants judgment or court order shall not affect any other provisions, and such provisions shall remain in full force and effect.

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

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

6.26.1 Until primary residences are constructed on all Lots in the Subdivision and certificates of occupancy are issued by the Plan Commission for such residences, in order to amend a provision of these Covenants, an amendatory document must be signed by Developer, by the Owners of at least 75% of the Lots in the Subdivision, and by the Owners of at least 75% of the Lots in future sections, if any, of Millstone Village. For purposes of this section 6.26.1, the term "Owner" shall have the same meaning with respect to Lots in such future sections, as the term "Owner" is defined in section 1.10.

6.26.1.1 After primary residences are constructed on all Lots in the Subdivision and certificates of occupancy are issued for those residences, Developer's signature shall no longer be required in order to amend provisions of these Covenants.

6.26.2 Notwithstanding the provisions of section 6.26.1, Developer and its successors and assigns shall have the exclusive right for a period of two years from the date the Plat and these Covenants are recorded, to amend any of the Covenant provisions (except section 6.2) without approval of any Owners.

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

6.27 Subdivision. No Lot or combination of Lots may be further subdivided until approval for such subdivision has been obtained from the plan commission; except, however, the Developer and its successors

