

APPROVED THIS 16th DAY OF July 1990

ALLEN COUNTY BOARD OF COMMISSIONERS

JACK R. NORTHMAN, PRESIDENT

EDWIN J. ROUSSELL, VICE-PRESIDENT

DONALD J. YODER, SECRETARY

ATTEST:

LINDA K. BLOOM, AUDITOR

APPROVED THIS 26th DAY OF June 1990

ALLEN COUNTY PLAN COMMISSION

ARTHUR G. SPINDL, PRESIDENT

LYNN A. KOEHLINGER, VICE-PRESIDENT

APPROVED THIS 12th DAY OF July 1990

FOR CHANGE ONLY

LOUIS K. WACHMAN, ALLEN COUNTY SURVEYOR

APPROVED THIS DAY OF 1990

FORT WAYNE-ALLEN COUNTY BOARD OF HEALTH

DR. JANE M. PANSCHER

CONFIRMED THIS 17 DAY OF July 1990

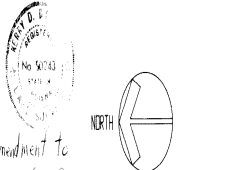
ALLEN COUNTY DEPARTMENT OF PLANNING SERVICES

DENNIS A. GORDON, EXECUTIVE DIRECTOR

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 or after 7-7-1990 and that I have set 1/2" diameter steel notched with a plastic identification cap at each property corner.

Plat prepared by and certified correctly this 27th day of April, 1990

Kerry D. Dickmeyer, LS # 54043



For Amendment to Dedication See Dec 91-47533 11-29-91

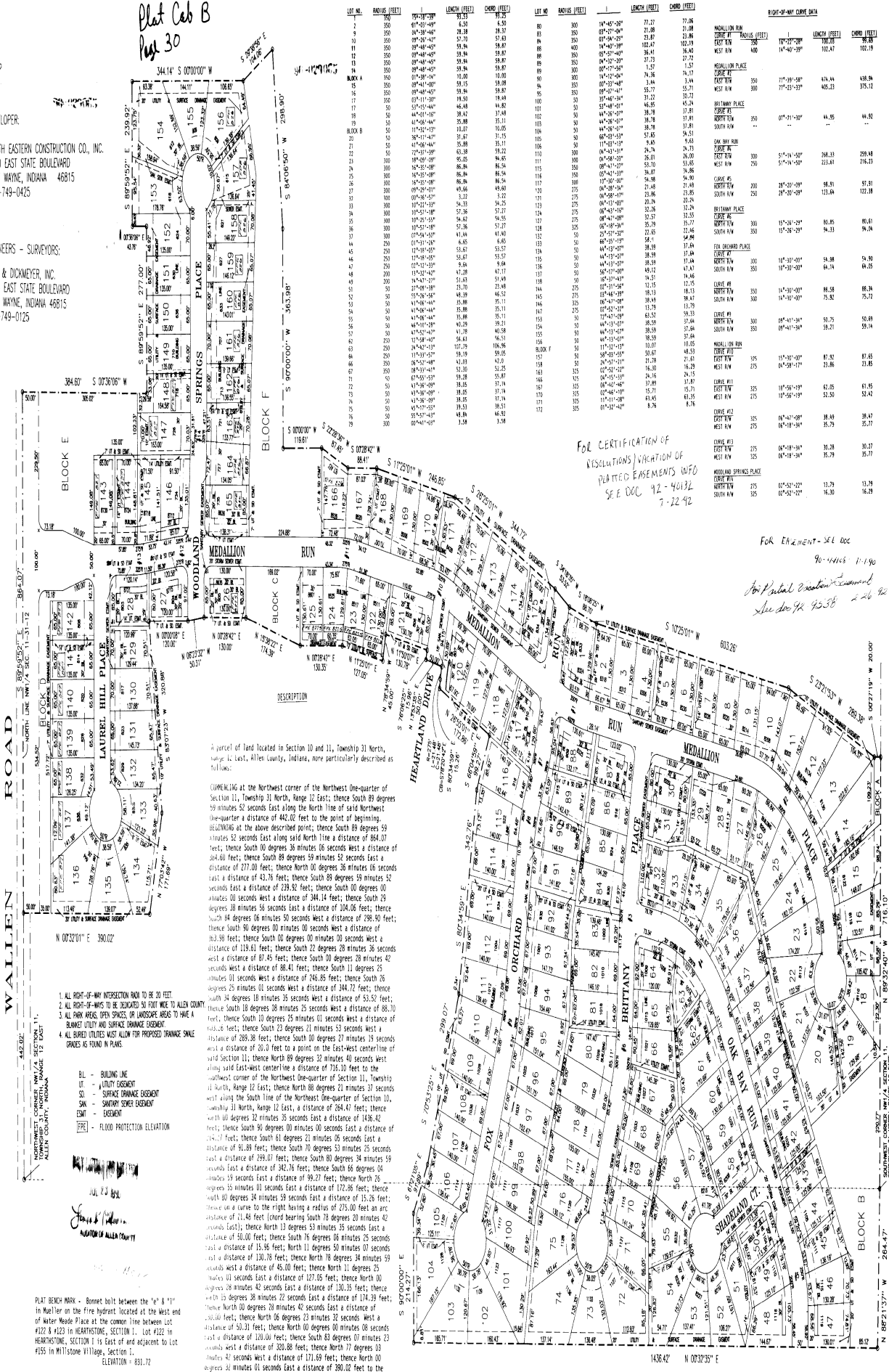
Secondary plat of MILLSTONE VILLAGE SECTION I

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 of Allen County, Indiana

PLAT BENCH MARK - Bonnet bolt between the "A" & "B" in Mueller on the fire hydrant located at the West end of Water Made Place at the common line between Lot #122 & #123 in HEARTHSTONE, SECTION 1. Lot #122 in HEARTHSTONE, SECTION 1 is East of and adjacent to Lot #55 in Millstone Village, Section 1.

ELEVATION = 831.72

Plat Cab B Page 30



FOR CERTIFICATION OF RESOLUTIONS/EMENDMENTS INFO SEE DOC 92-40132 7-22-92

FOR EMENDMENT - SEE DOC 90-14665 7-19-90 For Partial Dedication Submitted See Dec 91-47533 11-29-91

A portion of land located in Section 10 and 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 Section 11, Township 31 North, Range 12 East; thence South 89 degrees 59 minutes 52 seconds East along the North line of said Northwest one-quarter a distance of 482.00 feet to the point of beginning; thence along the above described point; thence South 89 degrees 59 minutes 52 seconds East along said North line a distance of 864.00 feet; thence South 00 degrees 36 minutes 06 seconds West a distance of 264.00 feet; thence South 89 degrees 59 minutes 52 seconds East a distance of 277.00 feet; thence North 00 degrees 36 minutes 06 seconds East a distance of 43.76 feet; thence South 89 degrees 59 minutes 52 seconds East a distance of 239.00 feet; thence South 00 degrees 36 minutes 06 seconds West a distance of 264.14 feet; thence South 89 degrees 59 minutes 52 seconds East a distance of 104.06 feet; thence South 04 degrees 06 minutes 50 seconds West a distance of 298.50 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 33.38 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 119.61 feet; thence South 22 degrees 28 minutes 36 seconds West a distance of 87.76 feet; thence South 00 degrees 28 minutes 42 seconds West a distance of 88.4 feet; thence South 11 degrees 29 minutes 01 seconds West a distance of 245.85 feet; thence South 26 degrees 25 minutes 01 seconds West a distance of 144.72 feet; thence South 24 degrees 18 minutes 35 seconds West a distance of 53.52 feet; thence South 10 degrees 38 minutes 25 seconds West a distance of 68.70 feet; thence South 10 degrees 25 minutes 01 seconds West a distance of 104.32 feet; thence North 89 degrees 32 minutes 40 seconds West along said East-West centerline a distance of 716.10 feet to the northeast corner of the Northwest one-quarter of Section 11, Township 31 North, Range 12 East; thence North 80 degrees 21 minutes 37 seconds West along the South line of the Northwest one-quarter of Section 10, Township 31 North, Range 12 East, a distance of 284.41 feet; thence North 00 degrees 10 minutes 35 seconds East a distance of 1436.42 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 24.72 feet; thence South 61 degrees 21 minutes 06 seconds East a distance of 91.89 feet; thence South 70 degrees 53 minutes 25 seconds East a distance of 299.01 feet; thence North 80 degrees 34 minutes 59 seconds East a distance of 342.76 feet; thence South 56 degrees 04 minutes 19 seconds East a distance of 199.27 feet; thence North 20 degrees 15 minutes 01 seconds East a distance of 172.26 feet; thence South 08 degrees 59 minutes 34 minutes 59 seconds East a distance of 15.28 feet; thence on a curve to the right having a radius of 275.00 feet an arc distance of 71.48 feet (chord bearing South 73 degrees 20 minutes 02 seconds East); thence North 13 degrees 53 minutes 35 seconds East a distance of 30.00 feet; thence South 76 degrees 06 minutes 25 seconds East a distance of 15.39 feet; thence North 13 degrees 53 minutes 35 seconds West a distance of 130.78 feet; thence North 78 degrees 38 minutes 59 seconds West a distance of 120.00 feet; thence North 11 degrees 25 minutes 01 seconds East a distance of 127.05 feet; thence North 00 degrees 28 minutes 42 seconds East a distance of 130.35 feet; thence North 38 degrees 38 minutes 22 seconds East a distance of 174.39 feet; thence North 00 degrees 28 minutes 42 seconds East a distance of 30.00 feet; thence North 76 degrees 06 minutes 25 seconds East a distance of 15.39 feet; thence North 13 degrees 53 minutes 35 seconds West a distance of 130.78 feet; thence North 78 degrees 38 minutes 59 seconds West a distance of 120.00 feet; thence North 11 degrees 25 minutes 01 seconds East a distance of 127.05 feet; thence North 00 degrees 28 minutes 42 seconds East a distance of 130.35 feet to the point of beginning, containing 56.38, more or less, acres.

- ALL RIGHT-OF-WAY INDICATIONS TO BE 20 FEET
- ALL RIGHT-OF-WAYS TO BE DELINEATED 50 FEET WEST TO ALLEN COUNTY
- ALL PAVED AREAS, OPEN SPACES, OR UNPAVED ROADS TO HAVE A BLANKET UTILITY AND SURFACE DRAINAGE EVIDENT
- ALL BURIED UTILITIES MUST ALLOW FOR PROPOSED GRADE SLOPE GRASSES AS FOUND IN PLANS

- BL - BUILDING LINE
- UT - UTILITY ELEVATION
- SW - SURFACE DRAINAGE EVIDENT
- SK - SHADY SLOPE EVIDENT
- EM - ELEVATION
- F - FLOOD PROTECTION ELEVATION

PLAT BENCH MARK - Bonnet bolt between the "A" & "B" in Mueller on the fire hydrant located at the West end of Water Made Place at the common line between Lot #122 & #123 in HEARTHSTONE, SECTION 1. Lot #122 in HEARTHSTONE, SECTION 1 is East of and adjacent to Lot #55 in Millstone Village, Section 1.

ELEVATION = 831.72

APPROVED THIS 16th DAY OF July 1990
 ALLEN COUNTY BOARD OF COMMISSIONERS
 ALLEN COUNTY RECORDER
 JANK R. WORTHMAN, PRESIDENT
 EDWIN X. ROUSSEAU, VICE-PRESIDENT

90 JUL 23 AM 9:42

ALLEN COUNTY RECORDER

DEVELOPER:

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

DONALD J. YODER, SECRETARY

ATTEST:

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

ENGINEERS - SURVEYORS:

COIL & DICKMEYER, INC.
 6044 EAST STATE BOULEVARD
 FORT WAYNE, INDIANA 46815
 219-749-0125

APPROVED THIS 20th DAY OF June 1990
 ALLEN COUNTY PLANNING COMMISSION

A. G. Simon
 ARTHUR G. SIMON, PRESIDENT

Lynn A. Koehlinger
 LYNN A. KOEHLINGER, VICE-PRESIDENT

APPROVED THIS 12th DAY OF July 1990
 FOR DRAINAGE ONLY.

Louis K. Maculan
 LOUIS K. MACULAN, ALLEN COUNTY SURVEYOR

APPROVED THIS 14th DAY OF July 1990
 FORT WAYNE-ALLEN COUNTY BOARD OF HEALTH

Dr. J. M. Rinscher
 DR. J. M. RINSCHER (By Dr. K)

CONFIRMED THIS 17th DAY OF July 1990
 ALLEN COUNTY DEPARTMENT OF PLANNING SERVICES

Dennis A. Gordon
 DENNIS A. GORDON, EXECUTIVE DIRECTOR

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 April 27, 1990 and that I have set 1/2" diameter steel rod marked with a plastic identification cap at each property corner.

Plat prepared by and certified correctly this 27th day of April, 1990

Kerry D. Dickmeyer
 Kerry D. Dickmeyer, LS # 54243



0 50 100 200 ft.

Secondary plat
 of
MILLSTONE VILLAGE
 SECTION I

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

WALLEN ROAD



1. ALL RIGHT-OF-WAY INTERSECTION PAVES TO BE 50 FEET.
2. ALL RIGHT-OF-WAYS TO BE DEDICATED 50 FEET WIDE TO ALLEN COUNTY.
3. ALL PARK AREAS, OPEN SPACES, OR LANDSCAPE AREAS TO HAVE A BLANKET UTILITY AND SURFACE DRAINAGE EXISTENT.
4. ALL BURIED UTILITIES MUST ALLOW FOR PROPOSED DRAINAGE SLOPE GRADES AS FOUND IN PLANS.

BL - BUILDING LINE
 UT - UTILITY EXISTENT
 SD - SURFACE DRAINAGE EXISTENT
 SWL - SANITARY SEWER EXISTENT
 ESMT - EXISTENT
 FFE - FLOOD PROTECTION ELEVATION

JUL 23 1990
Jerry K. Brown
 AUDITOR OF ALLEN COUNTY

INSTRUMENT # 4850

PLAT BENCH MARK - Bonnet bolt between the "6" & "11" in Mueller on the fire hydrant located at the West end of Water Made Place at the common line between Lot #122 & #123 in HEARTHSTONE, SECTION I, Lot #122 in HEARTHSTONE, SECTION I is East of and adjacent to Lot #155 in Millstone Village, Section I.
 ELEVATION = 831.72

A parcel of land located in Section 10 and 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 Section 11, Township 31 North, Range 12 East; thence South 89 degrees 59 minutes 52 seconds East along the North line of said Northwest One-quarter a distance of 442.02 feet to the point of beginning; BEGINNING at the above described point; thence South 89 degrees 59 minutes 52 seconds East along said North line a distance of 864.07 feet; thence South 00 degrees 36 minutes 06 seconds West a distance of 277.00 feet; thence North 00 degrees 36 minutes 06 seconds East a distance of 43.76 feet; thence South 89 degrees 59 minutes 52 seconds East a distance of 239.92 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 344.14 feet; thence South 29 degrees 38 minutes 56 seconds East a distance of 104.06 feet; thence South 84 degrees 06 minutes 40 seconds West a distance of 286.30 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 363.30 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 119.61 feet; thence South 22 degrees 28 minutes 36 seconds West a distance of 87.45 feet; thence South 00 degrees 28 minutes 42 seconds West a distance of 88.41 feet; thence South 11 degrees 25 minutes 01 seconds West a distance of 246.85 feet; thence South 26 degrees 25 minutes 01 seconds West a distance of 344.72 feet; thence South 34 degrees 18 minutes 35 seconds West a distance of 53.52 feet; thence South 10 degrees 25 minutes 01 seconds West a distance of 88.70 feet; thence South 10 degrees 25 minutes 01 seconds West a distance of 603.26 feet; thence South 23 degrees 21 minutes 53 seconds West a distance of 289.39 feet; thence South 00 degrees 27 minutes 19 seconds West a distance of 20.0 feet to a point on the East-West centerline of said Section 11; thence North 89 degrees 59 minutes 52 seconds West along said East-West centerline a distance of 716.19 feet to the Southwest corner of the Northwest One-quarter of Section 11, Township 31 North, Range 12 East; thence North 00 degrees 27 minutes 37 seconds West along the South line of the Northwest One-quarter of Section 10, Township 31 North, Range 12 East, a distance of 264.47 feet; thence North 00 degrees 32 minutes 35 seconds East a distance of 1436.42 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 214.27 feet; thence South 61 degrees 21 minutes 05 seconds East a distance of 91.89 feet; thence South 70 degrees 53 minutes 25 seconds East a distance of 299.07 feet; thence South 80 degrees 34 minutes 59 seconds East a distance of 342.76 feet; thence South 06 degrees 04 minutes 59 seconds East a distance of 99.27 feet; thence North 26 degrees 59 minutes 01 seconds East a distance of 172.06 feet; thence South 80 degrees 34 minutes 59 seconds East a distance of 15.26 feet; thence on a curve to the right having a radius of 275.00 feet an arc distance of 21.48 feet (chord bearing South 78 degrees 20 minutes 42 seconds East); thence North 13 degrees 53 minutes 35 seconds East a distance of 50.00 feet; thence South 76 degrees 06 minutes 25 seconds East a distance of 15.96 feet; thence North 11 degrees 50 minutes 07 seconds West a distance of 45.00 feet; thence North 11 degrees 25 minutes 01 seconds East a distance of 127.05 feet; thence North 00 degrees 01 minutes 42 seconds East a distance of 130.35 feet; thence North 15 degrees 38 minutes 22 seconds East a distance of 174.39 feet; thence North 00 degrees 20 minutes 42 seconds East a distance of 130.00 feet; thence North 06 degrees 23 minutes 32 seconds West a distance of 50.31 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 120.00 feet; thence South 83 degrees 07 minutes 23 seconds West a distance of 320.88 feet; thence North 77 degrees 03 minutes 42 seconds West a distance of 171.69 feet; thence North 00 degrees 32 minutes 01 seconds East a distance of 390.02 feet to the point of beginning, containing 56.36, more or less, acres.

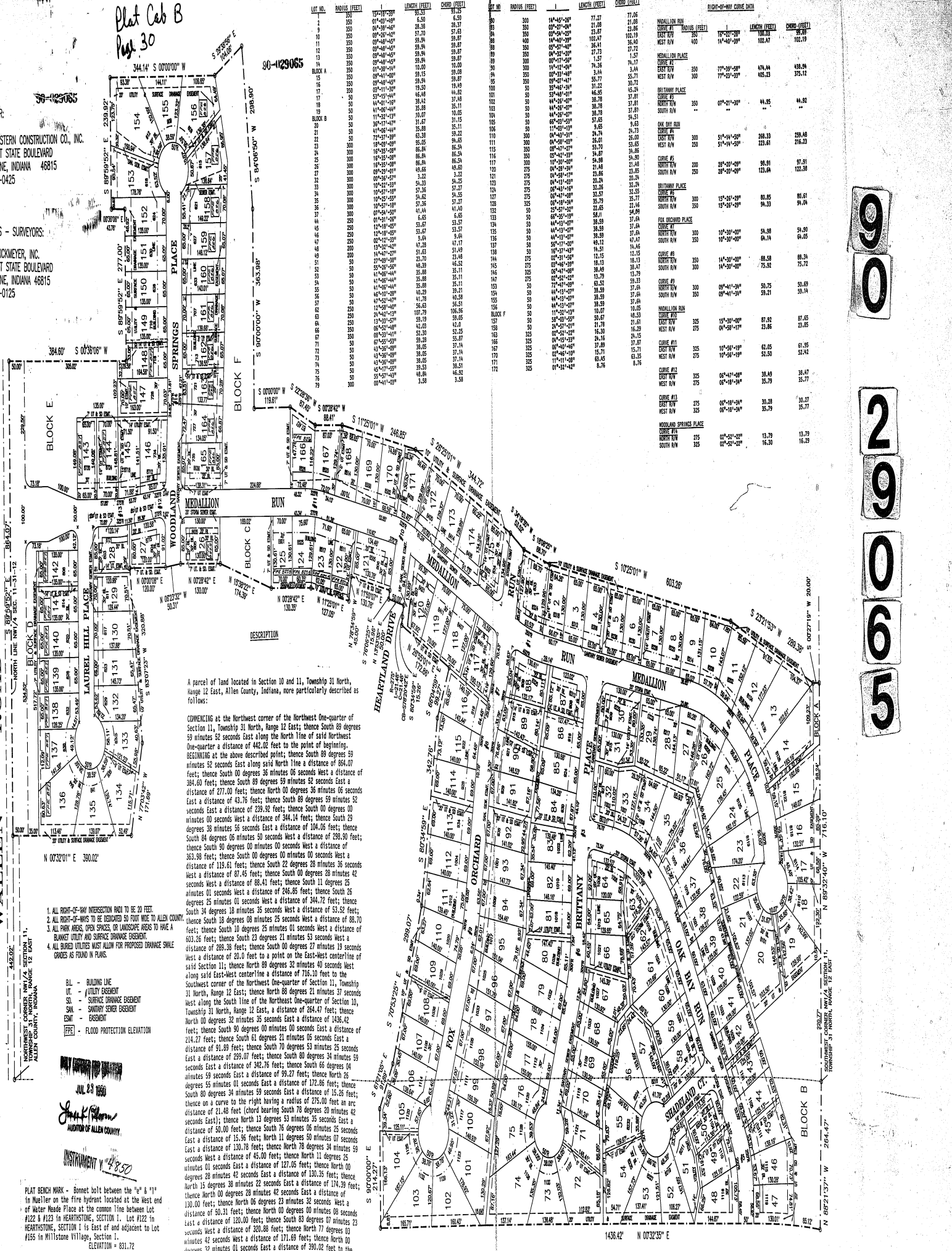
Plat Ceb B
Page 30

RECORDED
DEVELOPER

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

ENGINEERS - SURVEYORS

COIL & DICKMEYER, INC.
6044 EAST STATE BOULEVARD
FORT WAYNE, INDIANA 46815
219-749-0125



A parcel of land located in Section 10 and 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 Section 11, Township 31 North, Range 12 East; thence South 89 degrees 59 minutes 52 seconds East along the North Line of said Northwest One-quarter a distance of 442.02 feet to the point of beginning; BEGINNING at the above described point; thence South 89 degrees 59 minutes 52 seconds East along said North Line a distance of 264.07 feet; thence South 00 degrees 36 minutes 06 seconds West a distance of 394.60 feet; thence South 00 degrees 59 minutes 52 seconds East a distance of 277.00 feet; thence North 00 degrees 36 minutes 06 seconds East a distance of 43.76 feet; thence South 89 degrees 59 minutes 52 seconds East a distance of 239.92 feet; thence South 00 degrees 36 minutes 06 seconds East a distance of 344.14 feet; thence South 29 degrees 38 minutes 56 seconds East a distance of 104.06 feet; thence South 04 degrees 06 minutes 50 seconds West a distance of 298.30 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 363.98 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 113.61 feet; thence South 22 degrees 28 minutes 35 seconds East a distance of 87.45 feet; thence South 00 degrees 28 minutes 42 seconds West a distance of 89.41 feet; thence South 11 degrees 25 minutes 01 seconds West a distance of 246.85 feet; thence South 11 degrees 25 minutes 01 seconds West a distance of 344.72 feet; thence South 10 degrees 25 minutes 01 seconds West a distance of 603.26 feet; thence South 23 degrees 21 minutes 53 seconds West a distance of 289.38 feet; thence South 00 degrees 27 minutes 19 seconds East a distance of 20.0 feet to a point on the East-West centerline of said Section 11; thence North 89 degrees 32 minutes 40 seconds West along said East-West centerline a distance of 716.10 feet to the Southwest corner of the Northwest One-quarter of Section 11, Township 31 North, Range 12 East; thence North 89 degrees 32 minutes 40 seconds West along the South Line of the Northwest One-quarter of Section 10, Township 31 North, Range 12 East, a distance of 264.47 feet; thence North 00 degrees 32 minutes 35 seconds East a distance of 1436.40 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 214.27 feet; thence South 61 degrees 21 minutes 06 seconds East a distance of 91.89 feet; thence South 70 degrees 53 minutes 25 seconds East a distance of 299.07 feet; thence South 00 degrees 34 minutes 59 seconds East a distance of 342.76 feet; thence South 06 degrees 04 minutes 59 seconds East a distance of 59.27 feet; thence North 26 degrees 55 minutes 01 seconds East a distance of 172.06 feet; thence South 00 degrees 34 minutes 59 seconds East a distance of 15.26 feet; thence on a curve to the right having a radius of 275.00 feet an arc distance of 21.48 feet (chord bearing South 78 degrees 20 minutes 42 seconds East); thence North 13 degrees 53 minutes 35 seconds East a distance of 50.00 feet; thence South 76 degrees 06 minutes 25 seconds East a distance of 15.36 feet; thence North 11 degrees 50 minutes 07 seconds East a distance of 130.78 feet; thence North 78 degrees 34 minutes 59 seconds West a distance of 45.00 feet; thence North 11 degrees 25 minutes 01 seconds East a distance of 127.05 feet; thence North 00 degrees 28 minutes 42 seconds East a distance of 130.35 feet; thence North 15 degrees 30 minutes 22 seconds East a distance of 174.39 feet; thence North 00 degrees 28 minutes 42 seconds East a distance of 130.00 feet; thence North 06 degrees 23 minutes 32 seconds West a distance of 50.31 feet; thence North 00 degrees 30 minutes 06 seconds East a distance of 120.00 feet; thence South 89 degrees 07 minutes 23 seconds West a distance of 320.88 feet; thence North 77 degrees 03 minutes 42 seconds West a distance of 171.69 feet; thence North 00 degrees 32 minutes 01 seconds East a distance of 390.02 feet to the point of beginning, containing 95.38, more or less, acres.

1. ALL RIGHT-OF-WAY INTERSECTION RADIUS TO BE 20 FEET.
2. ALL RIGHT-OF-WAYS TO BE REDEVELOPED 50 FOOT WIDE TO ALLEN COUNTY.
3. ALL PARK AREAS, OPEN SPACES, OR LANDSCAPE AREAS TO HAVE A BLANKET UTILITY AND SURFACE DRAINAGE EXHIBIT.
4. ALL BURIED UTILITIES MUST ALLOW FOR PROPOSED DRAINAGE SWALE GRADICES AS FOUND IN PLANS.

BL - BUILDING LINE
UL - UTILITY DEPOSIT
SR - SURFACE DRAINAGE EXHIBIT
SW - SWIMMING POOL EXHIBIT
EMT - EXHIBIT
FPE - FLOOD PROTECTION ELEVATION

JUL 23 1960
Frank Plann
AUDITOR OF ALLEN COUNTY

INSTRUMENT NO. 4850

PLAT MARK BENCH - Somet bolt between the "a" & "b" in Mueller on the Fire hydrant located at the West end of Water Meade Place along the common line between Lot #122 & #123 in HEARTSTONE, SECTION 1. Lot #122 in HEARTSTONE, SECTION 1 is East of and adjacent to Lot #155 in Millstone Village, SECTION 1.
ELEVATION = 831.72

2905

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS AND APPROVALS
OF THE PLAT OF MILLSTONE VILLAGE, SECTION I
A SUBDIVISION IN WASHINGTON TOWNSHIP, ALLEN COUNTY, INDIANA
Plat Cab B Page 30

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

The lots are numbered from 1 to 175 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

Millstone Village, Section I is part of a tract of real estate which is currently planned to be subdivided into a maximum of 210 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 I 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". Shall mean 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 Blocks A through F 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;

John K. Bloom

JUL 23 1990

DULY ENTERED FOR TAXATION

ALLEN COUNTY RECORDER

90 JUL 23 AM 9:42

INSTRUMENT Y 4850

3300

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.

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 I.

1.13 "Subdivision". The platted subdivision of Millstone Village, Section I.

Section 2. PROPERTY RIGHTS.

2.1 Owners' Easements of Enjoyment. Each Owner shall have a right and easement of enjoyment in the Common Area that is appurtenant to and passes with 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 of an Owner to use the recreational facilities in the Common Area for any period during which an 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

90 29065

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, 1999.

Section 4. COVENANT FOR MAINTENANCE ASSESSMENTS.

4.1 Creation of 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 shall be established and collected as provided in these Covenants and the Bylaws. The annual and special assessments, together with interest, costs and reasonable attorneys 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 attorneys 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 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.

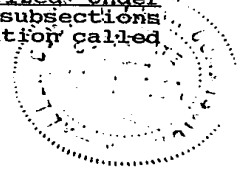
4.3 Maximum Annual Assessments. Until January 1 of the year immediately following the first conveyance by Developer of a Lot, the maximum annual assessment shall be \$85 per Lot. Subsequent assessments may be made as follows:

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 subsection 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 shall require the vote or written assent of 75% of each class of members of the Association; and provided, further, that no such special assessments for any such purpose shall be made if the assessment in any way jeopardizes or affects the Association's ability to improve and maintain the 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 subsections 4.3.2 and 4.4 shall be taken at a meeting of the Association called



90 29065

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.

4.7 Date of Commencement of Annual Assessments/Due Dates. The annual assessments allowed under subsection 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 sent 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 against 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 the same manner as mortgages are 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 Mortgage Liens. The lien of assessments made under the Covenants shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect an 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.

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 in writing as to harmony of external design and location in relation to surrounding structures and topography in the subdivision by the Committee. 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



90 29065

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.

5.4 In the event the Committee (or Board of Directors or other entity acting under subsections 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.

6.2.1 No residence shall be built on Lots numbered 1 through 102 having a ground floor area upon the foundation (exclusive of one-story open porches, breezeways and garages) of less than 900 square feet for a one-story residence, or less than 1200 square feet of total living area (excluding one-story open porches, breezeways and garages) for a residence that has more than one story.

6.2.2 No residence shall be built on Lots numbered 103 through 175 having a ground floor area upon the foundation (exclusive of one-story open porches, breezeways and garages) of less than 1200 square feet for a one-story dwelling, 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 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 7 feet of each Lot. No Owner of a Lot shall erect or grant to any person, firm, or corporation,



90 29065

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 three 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 such 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.

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 which is in the aggregate in excess of 8 days per calendar year. A "truck" is defined for the purpose of this subsection 6.9 as one which is rated one-ton or more.

6.10 Free-Standing Poles. No clothesline or clothes poles, or any other free standing, semi-permanent, or permanent poles, rigs, or devices, regardless of purpose, shall be constructed, erected, 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 period.

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 six 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, television receiving disk or dish shall be permitted on a Lot. No solar panels (attached, detached or free-standing) are permitted on a Lot.

90 29065

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 the use in 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, and other household pets may be kept, provided 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 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.



90 29065

6.23 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 provision in the covenants shall in no event be deemed as a waiver of the right to do so later.

6.24 Invalidation. Invalidation of any of these Covenants by 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 subsection 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 subsection 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 subsection 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 subsection 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, Developer and its successors in title shall have the absolute right to increase the size of any Lot by adding to such Lot a part of an adjoining Lot (thus decreasing the size of such adjoining Lot) so long as the effect of such addition does not result in the creation of a "Lot" which violates the limitation imposed under subsection 1.9.

Section 7. 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.



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Section 8. Sidewalks. Plans and specifications for the Subdivision on file with the Plan Commission require the installation of concrete sidewalks within the street rights-of-way in front of Lots 23 through 30, 48 through 50, 57 through 64, 76 through 88, 106 through 128, 138 through 142, 146 through 153, and 175 as shown on approved plans. Installation of such sidewalks shall be the obligation of the Owners of those Lots (exclusive of Developer). The sidewalk to be located on a Lot shall be completed in accordance with such plans and specifications, prior to the issuance of a certificate of occupancy for such Lot. A violation of 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 occupancy be issued to Developer for a Lot on which a sidewalk must be constructed, Developer shall be considered as an Owner subject to enforcement of this Covenant with respect to that Lot.

Section 9. Flood Protection Grades. In order to minimize potential damage to residences from surface water, minimum flood protection grades of 827.5 feet Mean Sea Level are established for Lots 122 through 126; and 827 feet Mean Sea level are established for Lots 136 through 144, 147 and 148; and 826 feet Mean Sea Level are established for Lots 156 through 166. All residences on such Lots shall be constructed so that the minimum elevation of a first floor, or the minimum sill elevation of any opening below the first floor equals or exceeds the minimum floor protection grade established in this section 9.


IN WITNESS WHEREOF, North Eastern Construction Co., Inc., an Indiana corporation, by its duly authorized President, Joseph L. Zehr, Owner of the Real Estate, has signed this document on April 27, 1990.

NORTH EASTERN CONSTRUCTION CO., INC.

By: 
Joseph L. Zehr, President

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, this 27th day of April, 1990, personally appeared Joseph L. Zehr, known to me to be the duly authorized President of North Eastern Construction Co., Inc., and acknowledged the execution of the above and foregoing as his voluntary act and deed and on behalf of said corporation for the purposes and uses therein set forth in this document.

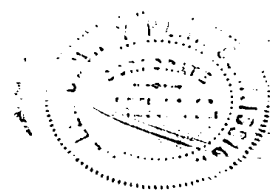

Orrin R. Sessions, Notary Public
Resident of Allen County, Indiana

My Commission Expires:

May 13, 1992

This instrument prepared by: James A. Federoff, Attorney at Law.

Mail to: North Eastern Construction Co., Inc.
6700 East State Boulevard
Fort Wayne, IN 46815
Attention: Cathy Zehr



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