

88-049201

DEDICATION, PROTECTIVE COVENANTS, RESTRICTIONS
AND LIMITATIONS FOR SPRING LAKE COVE

The undersigned, Robert P. Buescher and Tammy S. Buescher, Husband and Wife, each over the age of eighteen (18) years, and Buescher Construction Company, Inc., an Indiana Corporation, (hereinafter referred to as "Developer") do hereby dedicate a private easement for road and utility purposes and impress the following protective covenants, restrictions and limitations on the real property legally described as hereinbelow set forth. The provisions herein contained are for the mutual benefit and protection of the owners and occupiers, present and future, of the property hereinbelow set forth and any portion thereof which may hereinafter be deeded to other owners and their successors in interest, and these provisions shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners and occupiers of any portion of the described real property. The owners and occupiers, present or future, shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and also to damages for any injury resulting from any violation; but there shall be no right of reversion, re-entry or forfeiture of title resulting from any violation.

The real property upon which the following dedication, protective covenants, restrictions and limitations shall be impressed and run with the land is described as follows:

SEE ATTACHED EXHIBIT A

1. Use. All of the described real property or any portion thereof shall be used only for single family residential purposes, but domestic servants employed by a resident owner may also reside in the dwelling. No more than one single family dwelling, together with out buildings to be used solely in connection with such residential use and not in violation of the other provisions of these restrictions, shall be constructed or maintained on any given lot. It is contemplated that the described real property will be divided into seven (7) lots denominated from 1 to 7, both inclusive,

DULY ENTERED FOR TAXATION

DEC 01 1988

Judith K. Bloom
AUDITOR OF ALLEN COUNTY

Robert Buescher
3508-A Stearns Rd.
J.W. 46815

INSTRUMENT W 10,455

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ALLEN COUNTY RECORDER
Diane E. Schmitt

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88 49201

said seven (7) lots are shown on the Survey attached hereto and made a part hereof as Exhibit B.

2. Architectural Control.

a. No dwelling, out-building, fence or wall shall be constructed, placed or altered on any lot until the plans and specifications therefore, including a plot plan showing the location of the proposed construction, placement or alterations and its grade elevation on the lot have been approved by the Architectural Control Committee ("Committee") as to quality of workmanship and materials, harmony of external design with existing structures in the Addition, and location with respect to topography and to finished grade elevations establishing by the Committee.

b. No dwelling shall be permitted, the ground floor area of which, exclusive of open porches, breezeways and garages, is less than two thousand (2,000) square feet in the case of a one-story residence, or less than one-thousand four hundred (1,400) square feet in the case of a dwelling of more than one-story. In no case shall a residence of more than one-story have a total aggregate floor area of less than twenty-four hundred (2,400) square feet, exclusive of open porches, breezeways and garages. No building will be permitted to have an exterior finish of vinyl, aluminum or similar material.

c. The Committee shall approve or disapprove construction plans and specifications and locations of structures as provided in this paragraph 2. The Committee's approval or disapproval shall be in writing. If the Committee, or its designated representative, fails to approve or disapprove them, as required by these provisions, within thirty (30) days after the plans and specifications and plot plan have been submitted to it and if no suit to join the construction is commenced prior to the completion thereof, approval will not be required and the applicable provisions thereof shall be deemed to have been fully complied with.

d. The committee shall be composed of three members appointed by the Developer. The majority of such Committee

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49201

may designate a representative to act for it. Neither the member of the Committee nor its representative shall be entitled to any compensation for services performed pursuant thereto. Developer may, by an instrument recorded in the Allen County Recorder's Office, transfer the function of the Committee to the Spring Lake Cove Association ("Association"), whereupon the function of the Committee shall be performed by the Association.

3. Spring Lake Cove Association.

a. The owners hereinbelow set forth shall cause an Indiana not-for-profit corporation to be formed with the name "Spring Lake Cove Community Association". The owners of each portion of the described real property shall be deemed to be a member of the association and all owners shall be entitled to one vote for each portion owned by them.

b. The Association shall have responsibility and authority for reasonable maintenance and repair of the common areas in the Addition, including streets, walking easements, dams and culverts. Such responsibility shall include the cutting of grass and weeds, including vacant lots, removal of snow and ice and the installation, maintenance and operation of street lights if such installation is approved by the owners of a majority of the lots in the Association.

c. The Association may make contracts to carry out its responsibilities and shall have power to pay taxes and other charges on land and other property owned by it from time to time.

d. Every owner of a lot shall be a member of the Association and shall be entitled to one vote in any Association meeting, provided however:

The owners hereinbelow set forth, to wit:

Robert P. Buescher and Tammy S. Buescher, Husband and Wife, and Buescher Construction Company, Inc., shall be entitled to five (5) votes up to and including December 31, 1995 after which they shall be entitled to one (1) vote.

88 49201

4. Spring Lake Cove Lake. Spring Lake Cove Lake shown on the detached Exhibit B is for the exclusive recreational use of the owners and occupants of the lots in the addition and their invitees, subject to such reasonable rules and regulations as may be imposed by the said owners of lots. Lot owners and occupiers adjoining the lake shall have the right to control and use any land that may lie between their lot line and the shore line of the lake, so as to prohibit the use of such land by others, and may treat such lake as a part of their lots.

5. Nuisances. No noxious or offensive activity shall be carried on upon any lots, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

6. Animals. No animal of any kind shall be kept, raised or bred on any lot except that dogs, cats and other household pets may be kept, provided that they are not kept, raised or bred for commercial purposes. An outside kennel may house only one dog unless approval is obtained from the Developer or the Association for more than one dog. In any event shall a dog be allowed to bark constantly or to any extent that it will create a nuisance to any other owner or owners in the Addition.

7. Storage Tanks. All fuel and other storage tanks shall be installed underground or concealed within the dwelling or garage.

8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage or other out building shall be used or maintained on any lot at any time as a residence, either temporarily or permanently; nor shall any building be moved into or upon any lot for such purpose.

9. Duration and Alteration.

a. These protective covenants, restrictions and limitations shall be construed as and shall be covenants running with the land and shall be binding upon all owners of any land within the Addition and all persons claiming under them; and except as provided in subparagraph (b) below, shall continue in existence for a period of 15 years from the date the recording hereof, and thereafter shall be automatically extended for successive periods of ten years each; provided however, a

simple majority vote of the members entitled to vote thereupon shall allow for the amendment of any of these provisions after 15 years from the date of recording

10. No Waiver. The failure of any interested party to enforce the provisions of these covenants shall not constitute a waiver of the right to enforce them on another occasion and no delay in enforcement shall constitute a waiver of the right of enforcement so long as a violation continues.

11. Private Easement for Roadway. The undersigned hereby dedicate for road and utility purposes the following private easement, the same being 50 feet in width and being described as follows:

SEE ATTACHED EXHIBIT C

The undersigned parties do hereby grant, dedicate and convey to each other, and their successors in interest and their invitees and all public and quasi-public parties including by way of illustration, and not by way of limitation, emergency vehicles, school vehicles, public utility vehicles, etc., a perpetual right and easement for purposes of ingress and egress from said private easement over and across said private easement and is hereinabove described.

It is expressly understood and agreed that this private easement has not been accepted by Allen County Indiana, as part of its public road system for maintenance or otherwise, and that the initial construction of said driveway shall be the responsibility of the undersigned, Buescher Construction Company, Inc. Thereafter, the maintenance shall be born by the Spring Lake Cove Community Association and said community association shall have the right to levy assessments for maintenance of the private road upon any property owner whose property abuts said private road and is beneficially effected thereby. The aforesaid private easement shall be for the exclusive access for five dwelling units only as shown on the attached Exhibit B. This private easement shall be known as Spring Lake Cove Drive.

Any amendment to this dedication of private easement must be approved by the zoning administrator of Allen County, Indiana.

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49201

12. Severability. Invalidation of any one of these provisions by judgment or court order shall in now way affect any of the other provisions, which shall remain in full force and effect.

Robert P. Buescher
Robert P. Buescher

Tammy S. Buescher
Tammy Buescher

BUESCHER CONSTRUCTION COMPANY, INC.

BY: Robert P. Buescher
Robert P. Buescher

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a Notary Public, in and for said State and County, on this 24 day of September, 1988, personally appeared the above named, Robert P. Buescher, Tammy S. Buescher and Buescher Construction Company, Inc., by Robert P. Buescher and acknowledged the execution of the foregoing to be their voluntary act and deed. Witness my hand and notarial seal.

Theresa M. Nickter
NOTARY PUBLIC
Theresa M. Nickter
Printed

My Commission Expires: 7-22-91

Resident of Allen County

APPROVAL BY ALLEN COUNTY PLAN COMMISSION

The Allen County Plan Commission hereby certifies that it has reviewed the foregoing proposed Dedication of Private Easement for Driveway and further certifies that the same is in conformity with all provisions of the Allen County Zoning Ordinance, and the approval of this Commission is now given to such dedication. Dated this 3 day of November, 1988.

ALLEN COUNTY PLAN COMMISSION

BY: Dennis A. Gordon
DENNIS A. GORDON

This instrument prepared by Robert E. Kabisch, Attorney at Law.

88 49201

EXHIBIT A

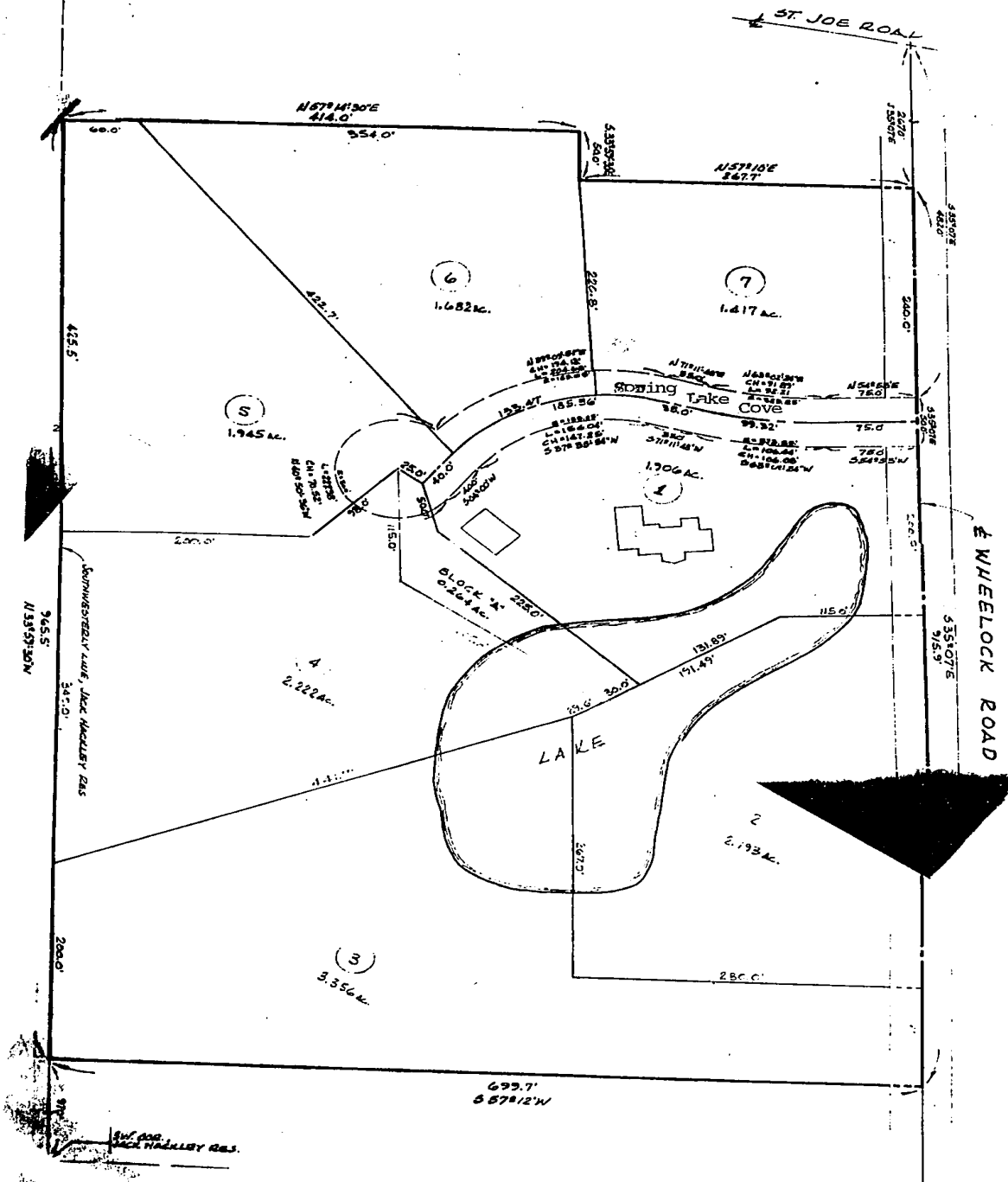
A part of JACK HACKLEY RESERVE in Township 32 North, Range 13 East, Allen County, Indiana, in particular described as follows, to-wit:

To arrive at the point of beginning, commence on the Southwesterly line of said RESERVE at a concrete fence post situated 970 feet by deed Northwesterly from the Southwest corner of said RESERVE, being the Southwesterly corner of said 28.90 Acre Tract as recorded in Deed Record 625, page 102, in the Office of the Recorder of said County; thence continuing Northwesterly on the line aforesaid, a distance of 861.2 feet to an iron pin set and the point of beginning initially referred to; thence Northeasterly by a deflection right of 91 degrees 12 minutes, a distance of 700.0 feet to a P.K. nail set on the centerline of the Wheelock Road; thence Northwesterly on said centerline, by 916.3 feet to a P.K. nail set, said P.K. nail also being the Northeasterly corner of said 28.90 Acre Tract; thence Southwesterly by a deflection left of 87 degrees 43 minutes, a distance of 268.8 feet (South 57 degrees 10 minutes West, 270 feet deed) to an iron pin found; thence Northwesterly by a deflection right of 89 degrees 57 minutes, a distance of 50.1 feet (parallel to West line RESERVE, 50 feet deed) to an iron pin found; thence Southwesterly by a deflection left of 89 degrees 50 minutes a distance of 414.4 feet (South 57 degrees 10 minutes West, 414 feet deed) to an iron pin found on the Southwesterly line of said RESERVE; thence Southeasterly on said Southwesterly line, by a deflection left of 91 degrees 16 minutes, a distance of 966.3 feet to the point of beginning, containing 15.00 acres of land, more or less.

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49201

EXHIBIT B



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49201

EXHIBIT C

An easement for ingress and egress in part of Jack Hackley Reserve in Township 32 North, Range 13 East, Allen County, Indiana, more particularly described as follows, to wit:

Beginning on the centerline of Wheelock Road at a point situated 482.0 feet, S 35 -07' E (adjoining deed bearing and is used as the basis for the bearings in this description) from the point of intersection of said Wheelock Road centerline with the centerline of St. Joe Road; thence S 35 -07' E, on and along said Wheelock Road centerline, a distance of 50.0 feet; thence S 54 -53' W a distance of 75.0 feet to the point of curvature of a regular curve to the right having a radius of 373.85 feet; thence Southwesterly, on and along the arc of said curve, an arc distance of 106.44 feet, being subtended by a long chord having a length of 106.08 feet and a bearing of S 63 -02'-24" W to the point of tangency; thence S 71 -11'-48" W and tangent to said curve, a distance of 35.0 feet to the point of curvature of a regular curve to the left having a radius of 133.05 feet; thence Southwesterly, on and along the arc of said curve, an arc distance of 156.04 feet, being subtended by a long chord having a length of 147.25 feet and a bearing of S 37 -35'-54" W to the point of tangency; thence S 04"-00' W and tangent to said curve, a distance of 40.0 feet to the point of curvature of a regular cul-de-sac curve to the right having a radius of 50.0 feet; thence Southwesterly, Northerly and Northeasterly, on and along the arc of said curve, an arc distance of 227.98 feet, being subtended by a long chord having a length of 70.52 feet and a bearing of N 40 -50'-36" W to a point on a regular curve to the right, not tangent to the last described curve, having a radius of 183.05 feet; thence Northeasterly, on and along the arc of said curve, an arc distance of 204.68 feet, being subtended by a long chord having a length of 194.18 feet and a bearing of N 39 -09'-51" E to the point of tangency; thence N 71 -11'-48" E and tangent to said curve, a distance of 35.0 feet to the point of curvature of a regular curve to the left having a radius of 323.05 feet; thence Northeasterly, on and along the arc of said curve, an arc distance of 92.21 feet, being subtended by a long chord having a length of 91.89 feet and a bearing of N 63 -02'-24" E to the point of tangency; thence N 54 -53' E, a distance of 75.0 feet to the point of beginning.

88 49201