

BOARD OF PUBLIC WORKS

Approved this 16<sup>th</sup> day of Aug 2000

*Robert E. Schaefer, Mayor*

FORT WAYNE CITY SUBDIVISION  
CONTROL COMMITTEE

Approved this 22<sup>nd</sup> day of August 2000

*Robert E. Schaefer, Mayor*  
*James E. Schaefer, Chairman*

LOT CURVE DATA			
LOT NO.	RADIUS	ARC	CHORD
160	250.0'	59.24'	13.34' 34.37"
161	250.0'	69.97'	38' 56.33"
162	500.0'	39.23'	38.23' 44' 57' 16"
163	250.0'	14.58'	03' 20' 31"
164	500.0'	59.75'	56.26' 68' 28' 05"
165	500.0'	79.51'	71.40' 91' 06' 58"
166	250.0'	46.89'	46.89' 10' 45' 33"
167	200.0'	76.79'	76.79' 22' 00' 00"
168	200.0'	91.97'	91.11' 26' 19' 55"
169	200.0'	44.51'	44.41' 12' 45' 00"
170	300.0'	32.29'	32.27' 06' 09' 59"
171	350.0'	58.26'	58.19' 03' 32' 12"
172	400.0'	26.44'	26.43' 03' 47' 11"
173	350.0'	171.61'	171.49' 07' 16' 59"
174	400.0'	41.37'	41.35' 09' 55' 33"
175	1400.0'	116.68'	116.62' 04' 46' 27"
176	1400.0'	116.68'	116.65' 04' 46' 31"
177	1400.0'	116.68'	116.65' 04' 46' 31"
178	1400.0'	116.68'	116.65' 04' 46' 32"
179	500.0'	70.76'	65.00' 81' 04' 57"
180	500.0'	56.83'	53.82' 05' 07' 17"
181	500.0'	62.34'	59.36' 71' 26' 17"
182	1350.0'	47.38'	47.38' 02' 00' 30"
183	1350.0'	71.86'	65.84' 67' 20' 59"
184	350.0'	59.33'	59.76' 06' 42' 44"
185	1350.0'	177.30'	177.18' 07' 31' 30"
186	400.0'	66.58'	66.50' 59' 32' 12"
187	250.0'	26.91'	26.89' 06' 06' 39"
188	1350.0'	136.55'	131.89' 52' 09' 36"
189	300.0'	96.34'	96.25' 10' 45' 33"
190	300.0'	23.36'	23.37' 08' 55' 19"
191	300.0'	18.45'	18.45' 03' 31' 26"
192	300.0'	86.69'	86.39' 16' 33' 23"
193	300.0'	87.61'	87.30' 16' 43' 54"
194	500.0'	92.89'	92.89' 77' 09' 07"
195	1350.0'	122.81'	119.41' 46' 54' 37"
196	500.0'	100.13'	99.67' 19' 07' 27"
197	500.0'	56.84'	53.83' 05' 08' 11"
198	200.0'	84.72'	84.72' 29' 47' 44"
199	200.0'	104.01'	102.84' 29' 47' 44"
200	200.0'	66.85'	66.85' 18' 10' 57"

LEGEND

LOT FLOOD PROTECTION GRADE

# SECONDARY PLAT OF WYNDEMERE, SECTION IV

Part of the Northeast Quarter of Section 20, Township 31 North, Range 13 East, Allen County, Indiana

ENGINEER

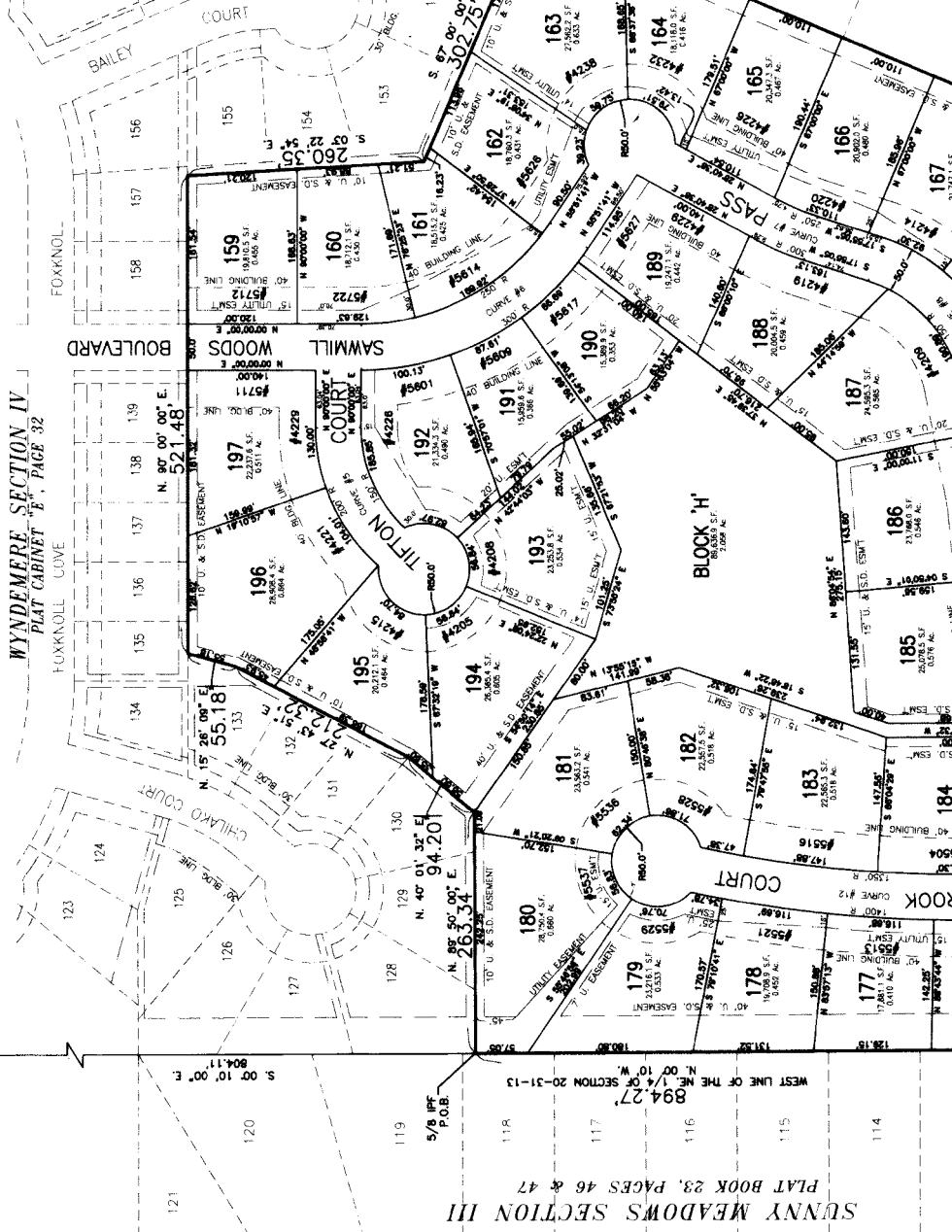
DONOVAN ENGINEERING INC.  
2020 INWOOD DRIVE  
FORT WAYNE, INDIANA 46815  
PH: (219) 424-7418  
FAX: 424-1918

DEVELOPER

PATRIOT GROUP  
P.O. BOX 25056  
FORT WAYNE, INDIANA 46825  
PH: (219) 436-7310  
FAX (219) 436-9408

ST. JOSEPH CENTER ROAD  
1330.0'  
NORTH LINE OF THE NE 1/4 OF SECTION 20-31-13  
N. 80° 00' E.

WYNDEMERE SECTION IV  
PLAT CABINET E, PAGE 32



W:\OMB\418.003\section.v.restrictions.wpd

WHEN RECORDED MAIL TO:

Otto M. Bonahoom, Esq., Bonahoom & Bonahoom, LLP  
110 West Berry Street, Suite 1806  
Fort Wayne, IN 46802

RECORDED  
08/22/2000 14:23:30  
RECORDER  
PATRICIA J CRICK  
ALLEN COUNTY, IN

Doc. No. 200051687  
Receipt No. 23599

DCFD	3.00
MISL	1.00
PLAT	32.00
PLAT	9.00
Total	45.00

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,  
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED  
TO AS PART OF THE DEDICATION AND PLAT OF  
WYNDEMERE, SECTION V

A SUBDIVISION IN ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA

L.B. Development Co., L.P., an Indiana Limited Partnership, hereby declares that it is the Owner and Developer of the real estate shown and described in this plat and does hereby lay off, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. The Subdivision shall be known and designated as Wyndemere, Section V, a Subdivision in St. Joseph Township, Allen County, Indiana.

The Lots shall be subject to and impressed with the covenants, agreements, restrictions, easements and limitations hereinafter set forth, and they shall be considered a part of every conveyance of land in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners present and future of any and all land in the Subdivision, and they shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of land included therein, their respective legal representatives, successors, grantees and assigns.

The Lots are numbered from 159 to 197, inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes.

## ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to the Wyndemere Community Association, Inc., its successors and assigns.

Section 2. "Bylaws" shall mean the Bylaws initially adopted by WYNDEMERE COMMUNITY ASSOCIATION, INC., and all amendments and additions thereto.

Section 3. "Committee" shall mean the Architectural Control Committee, composed of three members appointed by the Developer and who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time shall be filled by appointment of the Developer. When Developer's Class B membership has been converted to Class A membership

RE: PATRIOT GROUP INC  
P.O. Box 80096  
FORT WAYNE, IN 46898-0096

00 9104  
AUDITORS NUMBER

4411002  
72

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

AUG 22 2000

AUDITOR OF ALLEN COUNTY

pursuant to Article III, Section 2 hereof, the Architectural Control Committee shall be appointed by the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Developer" shall mean and refer to L. B. Development Co., L. P., an Indiana Limited Partnership, its successors and assigns.

Section 6. "Dwelling Unit" shall mean and refer to the structure used as a residential living unit located upon a Lot, including the garage and any appurtenances.

Section 7. "Lot" shall mean either any of said Lots as platted or any tract or tracts of land as conveyed originally or by subsequent Owners, which may consist of one or more Lots or parts of one or more Lots as platted upon which a residence may be erected in accordance with the restrictions hereinabove set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no tract of land consisting of part of any one Lot or parts of more than one Lot shall be considered a "LOT" unless said tract of land has a frontage of 60 feet in width at the established building line as shown on this plat.

Section 8. "Wyndemere" shall mean and refer to the name by which the real estate which is the subject of this Declaration shall be known.

Section 9. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 11. "Restrictions" shall mean and refer to the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to as part of the Dedication and Plat of Wyndemere, Section V.

Section 12. "Subdivision" shall mean Wyndemere, Section V, a subdivision located in St. Joseph Township, Allen County, Indiana.

## ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities by an Owner for any period during which any assessments against his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Restrictions on Use and Enjoyment. Notwithstanding the foregoing, there shall be no right to the use of the Common Area, or any part thereof (including without limitation any pond, lake or retention basin) for the purpose of utilizing such Common Area for irrigation of any Lot, or for any other prohibited purposes as may be established from time to time by the Association.

### ARTICLE III ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. Class A members shall be all Owners of Lots in the Subdivision (except L.B. Development Co., L.P.) and such members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. Class B member(s) shall be L. B. Development Co., L.P., and such member(s) shall be entitled to five (5) votes for each Lot owned in the subdivision. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when title to all Lots in the subdivision has been conveyed, or
- (b) on December 31, 2010.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot, (except L. B. Development, Co., L.P., which shall have no obligation to pay any assessments or charges) by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements; and (3) lot maintenance assessments or charges; such assessments to be established and collected as hereinafter provided. Assessments or any installments thereof which are not paid when due shall bear interest at a fluctuating rate equal to the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans, adjusted on the first day of each calendar year. If any Owner shall fail, refuse or neglect to make any payment of any Assessment when due, the Board of Directors of the Association may in its discretion declare the entire balance of unpaid Assessments to be due and payable, with interest as aforesaid, and file a written Notice of Lien against said Owner's Lot in the Office of the Recorder of Allen County, Indiana, which Notice of Lien shall perfect the lien of the Association and have the same force and effect as, and be enforced in the same manner as, a mortgage lien under Indiana law, and shall include attorney's fees, title expenses, interest and any costs of collection.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents of Wyndemere, and in particular for the maintenance of any Lot prior to commencement of construction of a Dwelling Unit thereon, and for the improvement and maintenance of the lake and all other Common Areas, including but not limited to, repair, maintenance, the cost of labor, equipment and materials, supervision, lighting, lawn care, snow removal, insurance, taxes, and all other things necessary or desirable in the opinion of the Board of Directors of the Association in connection therewith.

Section 3. Maximum Annual Assessments. Except as set forth hereinafter, the maximum annual assessment shall be Two Hundred Fifty Dollars (\$250.00) per Lot.

- (a) The maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- (b) The maximum annual assessment may be increased above fifteen percent (15%) by the affirmative vote or written consent of fifty-one percent (51%) of each class of members.

(c) Notwithstanding anything contained herein to the contrary, the annual assessment for Lots in the Subdivision shall be the same as the assessment per Lot in Wyndemere, Section I, Section II, Section III, and Section V.

(d) Notice of the annual assessment shall be given in accordance with the By-Laws of the Association.

Section 4. Special Assessments For Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the affirmative vote or written assent of 51% of each class of members.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Any action authorized under Sections 3 or 4 and requiring an affirmative vote or written assent of a certain percentage of the Association membership shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or yearly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of a lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Lot Maintenance Assessment.

(a) From and after the date of conveyance of a Lot, the new owner shall have the obligation to perform all maintenance on the Lot, including, but not limited to, cutting the grass, keeping the Lot free from weeds, and the removal of trash and debris. If the lot owner fails to perform that duty, the Association shall have the exclusive right to perform such duties and to charge the cost thereof to the lot owner.

(b) In addition to the liens assessed under this Article IV, each Lot Owner, with the exception of the Developer, shall be assessed an annual fee at the rate of \$15.00 per month for two (2) years following the Owner acquiring title to the Lot (the "Lot Maintenance Assessment"). Thereafter, the Association may assess the Lot Owner an annual amount the Association, in its sole discretion, determines necessary to maintain the Lot as provided in Section (2) of this Article IV.

(c) The first annual Lot Maintenance Assessment shall be prorated according to the number of remaining months in the calendar year of purchase and payment shall be due upon the Owner acquiring title to the Lot. Payment shall be due on January 1 for each succeeding year. After construction commences, the Lot Maintenance Assessment paid in the year of commencement shall be prorated for the remaining month(s) of the year following commencement and be reimbursed to the Lot Owner. The Association may offset such reimbursement against the annual assessment levied under this Article IV in the succeeding year.

(d) From and after the date construction of a single-family residence commences upon a Lot, it shall be the duty of the Lot Owner to perform all maintenance on the Lot, including, but not limited to, cutting the grass, keeping the Lot free from weeds, and the removal of all trash and debris. The Association, in its sole discretion, may undertake such Lot maintenance under this Subparagraph (d) should the Lot Owner fail to do so. In such event, the lot Owner shall immediately, upon demand, reimburse the Association, its agents and/or independent contractors for all expenses incurred in performing such maintenance upon the Lot.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment or other charge not paid within thirty (30) days after the due date shall bear interest from the due date as provided in Section 1 of this Article IV. The Association may bring an action at law against the Owner personally obligated to pay the same; may foreclose the lien against the property in accordance with the provisions of Section 1 of this Article IV; or may do both. No Owner may waive or otherwise escape personal liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a judgment and court order on a foreclosure of any first mortgage, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V  
ARCHITECTURAL CONTROL

No building, fence, wall, deck, swimming pool or spa or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until two sets of plans and specifications showing: (1) the location of improvements on the lot (site plan); (2) the location of the driveway on the site plan; (3) front, rear and side elevations; (4) the type of exterior materials (including delivery of samples thereof); and (5) the type and location of the front yard lights shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. The Committee's approval or disapproval as required in these covenants shall be in writing. No structure of any kind which does not comply fully with such approved plans shall be erected, contracted, placed or maintained upon any Lot, and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent. Neither the Developer, the Architectural Control Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Architectural Control Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Committee or the Developer to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete sets of plans to the Developer's office for review by the Architectural Control Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent Lot Owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

ARTICLE VI  
GENERAL PROVISIONS

Section 1. Residential Purposes. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height. Each Dwelling Unit shall include not less than a two car garage, which shall be built as part of said structure and attached thereto.

Section 2. Home Occupations. No Lot shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family residing in said Dwelling Unit, which use is clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that indicates from the exterior that the Dwelling Unit is



being utilized in whole or in part for any purpose other than that of a Dwelling Unit; (b) no commodity is sold upon the Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the Dwelling Unit; and (d) no mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, licensed child care center or other licensed or regulated babysitting service, animal hospital, or any form of animal care or treatment such as dog trimming be construed as a home occupation.

Section 3. Single Owner Contiguous Lot. Whenever two (2) or more contiguous Lots in the Subdivision shall be owned by the same person, and such Owner shall desire to use two or more of said Lots as a site for a single Dwelling Unit, he shall apply in writing to the Architectural Control Committee or Board of Directors of the Association for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single Dwelling Unit shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with one single Dwelling Unit.

Section 4. Subdivision of Lots. No Lot or combination of Lots may be further subdivided unless 75% of the Lot Owners have approved by signing an instrument of approval and until said approval has been obtained from the Fort Wayne City Plan Commission.

Section 5. Improvements. Before any Dwelling Unit on any Lot in this Subdivision shall be used and occupied as a dwelling or otherwise, the Developer or any subsequent Owner of such Lot shall install improvements serving such Lot as provided in the plans and specifications for such improvements filed with the appropriate governmental authorities, together with any amendments or additions thereto which said governmental authorities may authorize or require. This covenant shall run with the land and be enforceable by any governmental authority having jurisdiction over the Subdivision, by the Association, or by any aggrieved Lot Owner in this Subdivision.

Section 6. Permits and Certificates. Before any Dwelling Unit located on any Lot may be used or occupied, such user or occupier shall first obtain from the City of Fort Wayne an Improvement Location Permit and a Certificate of Compliance and a Certificate of Occupancy from the Allen County Building Department as required by the Fort Wayne Zoning Ordinance.

Section 7. Time for Building Completion. Every Dwelling Unit on any Lot in the Subdivision shall be completed within twelve (12) months after the beginning of such construction.

Section 8. Building Sizes. No Dwelling Unit shall be built on any Lot having the living area of the main structure, exclusive of one-story open porches, breezeways or garages of less than 2,000 square feet for a one-story Dwelling Unit, nor less than 2,400 square feet for a Dwelling Unit of more than one-story.

Section 9. Garages. All Dwelling Units must have a full size attached garage of at least 550 square feet.

Section 10. Building Setback, Location and Elevation.

(a) Front Yard, Side Yard, and Rear Yard Requirements. No Dwelling Unit or any improvements or structures shall be located on any Lot nearer to the front line or nearer to the side street line than forty (40) feet or to the rear property line nearer than a distance of twenty-five (25) feet. There shall be two side yards for each lot, the minimum width of each side yard shall be as follows:

For lots that are 60' to 99' wide at the front building line - 7 feet; and  
For lots that are 100' or more wide at the front building line - 10 feet.

(b) Location and Elevation of Building. House must be located on a lot by stakes provided by a registered land surveyor. Any part of the foundation of a house cannot exceed 36 inches above the curb elevation at the front of the lot. If the foundation is to exceed 36 inches, it must be approved by the Architectural Control Committee before construction can begin. If Developer provides an underground tile at the rear of any Lot, the lot owner must connect rear down spouts and rear sump pumps into said tile at Lot Owner's expense.

(c) Dumpsters must be used to contain all trash generated during house construction.

Section 11. Minimum Building and Lot Size. The minimum lot size for the placement of a dwelling unit is 15,000 square feet. The minimum width at the building setback line of a lot is 60 feet.

Section 12. Building Materials. All Dwelling Units and other permitted structures shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any Dwelling Unit or other permitted structure on any Lots of said Subdivision and no roll roofing of any description or character shall be used on the roof of any Dwelling Unit or other permitted structure on any of said Lots.

Section 13. Exterior Building Surfaces and Colors. All exterior building surfaces, materials and colors must be approved by the Architectural Control Committee. The front exterior siding of any house shall be of brick, stone, wood or Hardy Plan Siding; all other exterior sides of any home shall be of brick, stone, wood, aluminum or vinyl.

Section 14. Chimneys. All fireplace chimneys shall be of masonry construction.

Section 15. Driveways. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width.

Section 16. Sidewalks. Plans and specifications for this Subdivision, on file with the City Plan Commission of Fort Wayne require the installation of sidewalks within the street rights-of-way in front of Lots 159 through 197, inclusive pursuant to and in accordance with the City Subdivision Control Ordinance. Installation of said sidewalks shall be the obligation of the Owner of any such

Lot, exclusive of the Developer, and shall be completed in accordance with said plans and specifications and the City Subdivision Control Ordinance and prior to the issuance of a Certificate of Occupancy for any such Lot and the cost of installation shall be a lien against such Lot enforceable by the City Plan Commission of Fort Wayne or its successor agency. Should such Certificates of Occupancy be issued to the Developer, said individual or corporation shall be considered an Owner for the purposes of the enforcement of this covenant.

Section 17. Fencing. The only fencing permitted shall be a split rail (two rails high, not to exceed four feet high) or a privacy fence around an immediate patio of not more than six feet which must be approved by the Architectural Control Committee in writing, unless a variance from this fence requirement shall have been approved in writing by the Architectural Control Committee.

Section 18. Pools and Hot Tubs. No above ground pool which requires a filtration system or other above ground pool which is more than six (6) feet in diameter and 18 inches deep shall be placed or maintained on any Lot without the prior written approval of the Architectural Control Committee in accordance with Article V.

Section 19. Mailboxes. The initial type, location, and installation of mailbox stations shall be the responsibility of the Developer. The installation of mailboxes and numbers shall be the responsibility of the property owners.

Section 20. Radio and Television Antennas. No radio or television antenna with more than three (3) square feet of grid area or which attains a height of six (6) feet above the highest point of the roof shall be attached to any Dwelling Unit. No free standing radio or television antenna shall be permitted on any Lot. No television receiving disk or dish shall be permitted on any Lot except the DSS Satellite receiver attached to any Dwelling Unit. No solar panels attached or detached shall be permitted.

Section 21. Duty to Repair and Rebuild.

(a) Each Lot Owner shall, at his sole cost and expense, repair his Dwelling Unit, keeping the same in a condition comparable to the condition of such Dwelling Unit at the time its initial construction was completed, excepting only manual wear and tear.

(b) If all or any portion of a Dwelling Unit is destroyed by fire, or other casualty, then the Owner shall, with all due diligence, promptly rebuild, repair or reconstruct such Dwelling Unit in a manner which will substantially restore it to its condition as existed immediately prior to the casualty. No improvement upon a Lot which has been partially or totally destroyed by fire or other casualty shall remain in such condition for more than three (3) months from the time such destruction or damage occurred.

Section 22. Utility and Underground Drainage Easements. Easements for the installation and maintenance of utilities and underground drainage facilities are reserved as shown on the recorded plat. No Owner of any lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities

of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any Dwelling Unit or other structure connecting the same to the electrical distribution system or any electric public utility shall be provided by the Owners of all Lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn or landscaping which may result from installation, repair or maintenance of such service.

Section 23. Surface Drainage. Surface Drainage Easements and Common Areas used for drainage purposes as shown on the plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition during and after construction and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain or to require such repair and maintenance as shall be reasonable necessary to keep the conductors unobstructed.

Section 24. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby reserved and granted to the Developer, the Association and any public or quasi-public utility company engaged in supplying one or more of the utility services contemplated in Section 23 and 24 or this Section 25 of this Article VI, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 25. Individual Water and Sewage Systems. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lots in this subdivision.

Section 26. Sanitary Sewer Restrictions. No rain and storm water runoff or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Runoff Sewer System.

Section 27. Use of Other Structures and Vehicles. No structure of a temporary character, trailer, boat trailer, truck, commercial vehicle, recreational vehicle (RV), camper shell, all terrain vehicle (ATV), camper or camping trailer, basement, tent, shack, garage, barn, dog house or other outbuilding shall be either used or located on any Lot, or adjacent to any Lot, public street or right-

of-way within the Subdivision at anytime, or used as a residence either temporarily or permanently. No automobile which is inoperative shall be habitually or repeatedly parked or kept on any Lot (except in the garage) or on any street in Wyndemere. No trailer, boat, truck or other vehicle, except an automobile, shall be parked on any street in Wyndemere for a period in excess of twenty-four hours in any one calendar year.

Section 28. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 29. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. In no event shall there be kept more than three (3) household pets on any Lot.

Section 30. Drilling, Refining, Quarrying and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 31. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet, advertising such Lot for sale or rent, or signs used by a builder to advertise such Lot during the construction and sales period. The Developer shall have the right to (a) erect larger signs, allowed by applicable zoning regulations when advertising the subdivision and (b) place signs on Lots designating the Lot number of said Lots. This restriction shall not prohibit placement of occupant name signs and Lot numbers as allowed by applicable zoning regulations.

Section 32. Trash and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No outside incinerators shall be kept or allowed on any Lot.

Section 33. Fires. No outdoor fires for the purpose of burning leaves, grass or other forms of trash shall be permitted to burn upon any street, roadway, or Lot in this subdivision.

Section 34. Rights of Ingress and Egress. The rights of ingress and egress to the Subdivision shall only be in such locations as shown on the Plans and Specifications of the Subdivision.

Section 35. Enforceability. The Association, the Developer, the City Plan Commission of Fort Wayne and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association, the Developer, the City Plan Commission of Fort Wayne or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.


Section 36. Partial Invalidation. Invalidation of any one of these Restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 37. Covenants, Restrictions and Extensions. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date these Restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these Restrictions may be amended by an instrument signed by not less than 75% of the Lot Owners, and provided further, the Developer, its successors or assigns shall, with the approval of the City Plan Commission of Fort Wayne, have the exclusive right for a period of five (5) years from the date of recording of the plat to amend any of these Restrictions.

IN WITNESS WHEREOF, L.B. Development Co., L.P., Owner of the real estate described in said plat, has set its hand and seal to this Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended to as Part of the Dedication and Plat of Wyndemere, Section V, A Subdivision in St. Joseph Township, Allen County, Indiana, on the 25 day of July, 2000.

L.B. DEVELOPMENT CO., L.P.,  
an Indiana Limited Partnership

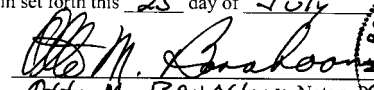
By: PATRIOT GROUP, Inc., an Indiana Corporation,  
its Sole General Partner

  
By: LYNN BOSLER, as its President

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF ALLEN )

Before the undersigned, a Notary Public in and for said County and State, personally appeared Lynn Bosler, as President of Patriot Group, the Sole General Partner of L.B. Development Co., L.P., an Indiana limited partnership, and acknowledged the execution of the above and foregoing instrument on behalf of said corporation and for the purposes and uses therein set forth this 25 day of July, 2000.

My Commission Expires:  
1-04-01

  
Otto M. Bonahoom, Notary Public  
I reside in Allen County, Indiana.



This Instrument prepared by Otto M. Bonahoom, Bonahoom & Bonahoom, LLP, Attorneys at Law, 110, West Berry Street, Suite 1806, Fort Wayne, IN 46802.

Attorney Identification No. 2832-02

Doc. No.	202050396
Receipt No.	19898
DCFD	3.00
MISL	8.00
MISL	1.00
MISL	2.00
Total	14.00

**FIRST AMENDMENT TO DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO AS PART OF THE DEDICATION AND PLAT OF WYNDEMERE, SECTION V, A SUBDIVISION IN ST. JOSEPH TOWNSHIP, ALLEN COUNTY, INDIANA**

L.B. Development Co., L.P. an Indiana Limited Partnership, by Lynn Bosler, its President, received approval for the platting and development of the subdivision known as Wyndemere, Section V, located in St. Joseph Township, Allen County, Indiana (the "Subdivision") and recorded the plat of said subdivision in Plat Cabinet E., page 105 on August 22, 2000 in the Office of the Allen County Recorder.

RECORDED  
06/26/2002 15:13:20  
RECORDER  
PATRICIA J CRICK  
ALLEN COUNTY, IN

The Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended To As Part of the Dedication and Plat of Wyndemere, Section V, A Subdivision in St. Joseph Township, Allen County, Indiana (the "Covenants") were recorded in the Office of the Allen County Recorder on August 22, 2000 as Document No. 200051687.

In accordance with Article VI General Provisions, Section 37. Covenants, Restrictions and Extensions, of the recorded Covenants and Restrictions, to wit: "the Developer, its successors or assigns shall, with the approval of the City Plan Commission of Fort Wayne, have the exclusive right for a period of five (5) years from the date of recording of the plat to amend any of these Restrictions," the developer hereby files the First Amendment to the Covenants. The First Amendment shall apply to Section V only, as follows:

1. Article VI, Section 10 (a) -- Front Yard, Side Yard, and Rear Yard Requirements. -- shall read as follows:

No Dwelling Unit or any improvements or structures shall be located on any Lot nearer to the front building line than forty (40) feet or to the rear property line nearer than a distance of twenty-five (25) feet.

For lots numbered 173, 184, 189, 192 and 197 (all corner lots), no dwelling unit or any improvements or structures shall be located on any Lot nearer to the side street line than twenty (20) feet for lots that are 61 feet to 100 feet in width and twenty-five (25) feet for lots that are over 100 feet in width.

The minimum width of each interior side yard shall be as follows:

For lots that are 61 feet to 100 feet wide at the front building line -- 7 feet; and  
For lots that are over 100 feet wide at the front building line -- 10 feet  
The front yard shall be as defined in the Fort Wayne Zoning Ordinance.

02 1025-6  
AUDITORS NUMBER

121210  
BH

RECORDS OFFICE  
Duly certified for taxation. Subject  
to final acceptance for transfer.

JUN 26 2002

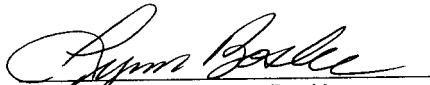
Patriot Corp  
PO Box 80896  
46898

2. In all other respects, the Covenants, as amended, shall remain as recorded.

In witness whereof, L.B. Development Co., L.P., by Patriot Group, Inc., an Indiana Corporation, its Sole General Partner, by its duly authorized President, Lynn Bosler, owner of the real estate described in said Plat, has executed this Amendment on the 10th day of June, 2002.

L.B. Development Co., L.P.,  
An Indiana Limited Partnership



By: Patriot Group, Inc., an Indiana Corporation, its  
Sole General Partner

  
By: LYNN BOSLER, as its President


STATE OF INDIANA )  
                                  )SS:  
COUNTY OF ALLEN )

Before the undersigned, a Notary Public in and for said County and State, personally appeared Lynn Bosler, as President of Patriot Group, the Sole General Partner of L.B. Development Co., L.P., an Indiana limited partnership, and acknowledged the execution of the above and foregoing instrument on behalf of said corporation and for the purposes and uses therein set forth this 10th day of June, 2002.

My Commission Expires:  
March 15, 2007

  
  
ELIZABETH J. WICKERT, Notary Public  
I reside in Allen County, Indiana.

This instrument prepared by Donovan Engineering, Inc., 2020 Inwood Drive,  
Fort Wayne, Indiana, 46815.

  
Approved By The  
City: Plat Commission  
The 25 Day of June, 2002  
