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DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO
AND MADE A PART OF THE DEDICATION AND PLAT OF
WINTERFIELD, SECTION I
A SUBDIVISION IN ABOITE TOWNSHIP, ALLEN COUNTY, INDIANA

The Aboite Corporation, an Indiana corporation, by Paul W. Seitz, its President, and Joseph L. Zehr, its Secretary, hereby declares that it is the Owner 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 said plat, being the certified plat appended hereto and incorporated herein. The subdivision shall be known and designated as WINTERFIELD, SECTION I, a Subdivision in Aboite Township, Allen County, Indiana.

The lots are numbered from 1 through 73 inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. All street rights-of-way and walkway easements specifically shown or described are hereby expressly dedicated to public use for the usual and intended purposes. Utility easements are likewise reserved for their usual and intended purposes.

PREFACE

28 WINTERFIELD, SECTION I, is a portion of a tract of real estate which will ultimately be subdivided into approximately 177 residential lots, all to be included and known as WINTERFIELD by various numerical sections. Simultaneously with the recordation of the Plat of Winterfield, Section I and the Protective Restrictions and Covenants, there has been recorded Articles of Incorporation of WINTERFIELD COMMUNITY ASSOCIATION, INC., it being platator's intention that each owner of a lot in any section of WINTERFIELD shall become a member of said Community Association and shall be bound by its Articles of Incorporation and By-Laws.

The various sections of WINTERFIELD are in turn a portion of a larger tract of real estate in Aboite Township, Allen County, Indiana, which has been given the name COVENTRY. Various tracts comprising COVENTRY shall, in addition to WINTERFIELD be platted from time to time into Subdivision similar in size to WINTERFIELD and at the time of recordation of the original plats thereof Articles of Incorporation for separate Community Associations for said Subdivision shall likewise be recorded and the owners of lots contained therein bound by the By-Laws and provisions thereof. When all of COVENTRY shall have been subdivided for various uses, each particular Subdivision shall be governed by the rules and regulations of its own Community Association under the ultimate aegis of COVENTRY COMMUNITY ASSOCIATION, INC. of which each Subdivision's Community Association shall be deemed a division and in which each said Subdivision's Community Association shall be represented. COVENTRY COMMUNITY ASSOCIATION, INC. shall have final authority to act with respect to specified matters associated with the efficient supervision of maintenance activities in all of COVENTRY, together with that authority conferred upon it by its By-Laws and the acts of its Board of Directors.

In addition to maintaining the Common Areas within the confines of each specifically named Subdivision, such as WINTERFIELD and all of its various sections, it shall be the obligation of the owners of lots within each such named Subdivision to make provision for the maintenance of common impoundment basins specifically located in COVENTRY. All Subdivisions, such as WINTERFIELD in its various sections, whose surface drainage waters lie within the same watershed resulting in ultimate surface drainage into the same common impoundment basin, are and shall be required to pay that portion of the cost of maintaining said common impoundment basin as is represented by that Subdivision's percentage of all of the runoff of surface waters from all Subdivisions located within COVENTRY into said common impoundment basin.

Until such time as that portion of COVENTRY in which is included the watershed in which WINTERFIELD and its various sections is located has been subdivided and the various subdivided parcels sold, The Aboite Corporation, as platator, shall bear its pro rata portion of the expense of maintenance of said common impoundment basins allocated to portions of COVENTRY unsubdivided or otherwise unsold. The obligation of The Aboite Corporation to bear such pro rata or allocated portion of said expense shall terminate upon the platting of any Subdivision of any remaining portions of COVENTRY, disposition of any such portion to a third party or July 1, 1983, whichever shall first occur.

It is the platator's intent that all of the regulations with respect to the use and occupancy of the various portions of COVENTRY be designed to accomodate the desires of the occupants of the various portions of COVENTRY from time to time, to preserve property values, and to be flexible enough to meet specific needs, including the need to raise funds. Accordingly, this Preface and its statements shall be deemed a covenant of equal force and effect as all others herein set forth.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to WINTERFIELD COMMUNITY ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of WINTERFIELD and its various Sections, including Section I, and including contract sellers, excluding those having such interest merely as security for the performance of an obligations.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners, including parks, play lots, modules and picnic areas shown and designated on the plat as BLOCKS A, B, C and D.

28 Section 4. "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 or more than one lot shall be considered a "LOT" unless said tract of land has a frontage of 70 feet in width at the established building line as shown on this plat.

Section 5. "Common Impoundment Basin" shall be that basin into which the surface drainage waters of WINTERFIELD, SECTION I, drain in common with other sections of WINTERFIELD and other areas included within COVENTRY, of which WINTERFIELD is a part.

Section 6. "By-Laws" shall mean the By-Laws initially adopted by WINTERFIELD COMMUNITY ASSOCIATION, INC., and all amendments thereto.

Section 7. "COVENTRY" shall mean a tract of land approximately 750 acres in area in Aboite Township, Allen County, Indiana, of which WINTERFIELD and its various Sections are a portion.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas 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 Areas;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment 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 Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

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

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment 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 membership:

Class A. Class A members shall be all Owners exclusive of The Aboite Corporation. Owners shall be entitled to one (1) vote for each Lot owned.

Class B. Class B member(s) shall be The Aboite Corporation which shall be entitled to 750 votes less that number of votes which Class A Members are entitled to exercise. Class B Membership shall cease upon the happening of either of the following events:

(a) when fee simple title to all Lots in all Sections of WINTERFIELD have been conveyed by The Aboite Corporation, or

(b) on December 31, 1982.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, and welfare of the residents in WINTERFIELD and for the improvement and maintenance of the Common Areas and of the facilities thereon. In addition, assessments shall be levied to provide for WINTERFIELD'S proportionate burden of the maintenance of the common impoundment basin into which its surface waters drain.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Thirty Five Dollars (\$35.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by the vote or written assent of 51% of each class of members.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, thereof of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 75% of each class of members, and provided, further, that no such special assessments for any such purpose shall be made if the taking of such assessment shall in any way jeopardize or affect the Association's ability to improve and maintain its Common Areas or to pay its pro rata share of the cost of maintaining the Common Impoundment Basin.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Any action authorized under Section 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of each class of members, members who were 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.

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

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

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability

for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V
COVENTRY COMMUNITY ASSOCIATION

Section 1. Representation. At such time as COVENTRY COMMUNITY ASSOCIATION, INC. has been issued its Certificate of Incorporation and upon notification thereof, the Board of Directors of WINTERFIELD COMMUNITY ASSOCIATION, INC. shall, by majority vote at a duly called or special meeting thereof at which a quorum is present, appoint of its members to serve on the Board of Directors of COVENTRY COMMUNITY ASSOCIATION, INC.

Section 2. Final Authority. The Board of Directors of WINTERFIELD COMMUNITY ASSOCIATION, INC. shall, by appropriately enacted By-Laws, acknowledge that COVENTRY COMMUNITY ASSOCIATION, INC. shall have final authority with respect to all matters involving the maintenance and repair of the Common Impoundment Basin into which surface waters from WINTERFIELD and its various Sections drain together with the right to levy special assessments therefor.

ARTICLE VI
ARCHITECTURAL CONTROL

No building, fence, wall 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 the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by the Architectural Control Committee, such Committee to be composed of three members, the first Committee members to be: Joseph L. Zehr, Orrin R. Sessions and Paul W. Seitz. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. In the event said Board, or the Architectural Control Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII
GENERAL PROVISIONS

Section 1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height. Each house shall include not less than a one car garage on Lots numbered 1 thru 9 and 37 thru 73 inclusive and not less than a two car garage on Lots numbered 10 thru 36 inclusive, which shall be built as part of said structure and attached thereto.

Section 2. No building shall be built on any lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeway or garage, of less than 1200 square feet for a one-story dwelling, nor less than 850 square feet for a dwelling of more than one-story on Lots numbered 1 thru 9 and 37 thru 73 inclusive; nor less than 1,100 square feet for a one-story dwelling, nor less than 780 square feet for a dwelling of more than one-story on Lots numbered 10 thru 36 inclusive.

Section 3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than a distance of ten per cent (10%) of the lot width to an interior lot line and the combined width of both side yards shall be not less than a distance equal to twenty five per cent (25%) of the lot width on Lots numbered 1, 2, 5, 6, 11 thru 13, 20 thru 23, 27, 34, 40, 41, 53 thru 55, 59 thru 62 and 73 inclusive. No building shall be located nearer than a distance of nine per cent (9%) of the lot width to an interior lot line and the combined width of both side yards shall be not less than a distance equal to twenty per cent (20%) of the lot width on Lots numbered 3, 4, 7 thru 10, 14 thru 19, 24 thru 26, 28 thru 33, 35 thru 39, 42 thru 52, 56

SECTION I
ARTICLE VII

thru 58 and 63 thru 72 inclusive. No building shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line.

Section 4. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,200 square feet.

Section 5. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven (7) feet of each lot, or as shown on the plat. No owner of any lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any house or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the owners of all lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have 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.

28 Section 6. Each lot shall have a yard light or other free standing illuminating device, which shall be located between 15 feet and 25 feet from the curbing fronting any lot. The owners of all lots upon which said yard light or other free standing illuminating device shall have been installed shall cause said yard light or other free standing illuminating device to be illuminated at all times other than daylight hours.

Section 7. Drainage easements and Common Areas used for drainage purposes shall be maintained in unobstructed condition.

Section 8. No structure of a temporary character, trailer, boat, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be either used or located on any lot at any time or used as a residence either temporarily or permanently.

Section 9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 10. No radio or television antenna with more than thirty (30) square feet of grid area or which attains a height in excess of six (6) feet above the highest point of the roof shall be attached to any dwelling house. No free standing radio or television antenna shall be permitted on any lot.

Section 11. 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 12. 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 13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 14. 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 incinerators or outside incinerators shall be kept or allowed on any lot.

Section 15. All buildings 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 building on any lots of said Subdivision, and no roll roofing of any description or character shall be used on the roof of any dwelling house or attached garage on any of said lots.

Section 16. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width for Lots numbered 10 thru 36 inclusive and not less than ten (10) feet in width for Lots numbered 1 thru 9 and 37 thru 73 inclusive.

Section 17. No individual water supply system, or individual sewage disposal system shall be installed, maintained or used on any lots in this Subdivision.

Section 18. In addition to the utility easements herein designated, easements in the streets, as shown on this, are hereby reserved and granted to all Public Utility Companies, the proprietors of the land herein platted, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 19. No rain and storm water run off 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 Run Off Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Run Off Sewer System.

Section 20. Before any house or building on any lot or tract in this Subdivision shall be used and occupied as a dwelling or as otherwise provided by the Subdivision restrictions above, the developer or any subsequent owner of said lot or tract shall install improvements serving said lot or tract as provided in said plans and specifications for this Addition filed with the Board of County Commissioners. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana, or by any aggrieved lot owner in this Subdivision.

Section 21. Before any lot or tract may be used or occupied, such user or occupier shall first obtain from the Allen County Zoning Administrator the Improvement Location Permit and Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Section 22. The Association, The Aboite Corporation, or 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 covenants and restrictions. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 23. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 24. No lot or combination of lots may be further subdivided until approval therefor has been obtained from the Allen County Plan Commission.

Section 25. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date these covenants and restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these covenants and restrictions may be amended by an instrument signed by not less than 75% of the Lot Owners, and provided further; The Aboite Corporation, its successors or assigns shall have the exclusive right of two (2) years from the date of recording of the plat to amend any of the Covenants and Restrictions, with the approval of the Allen County Plan Commission, except 2 above.

Section 26. No driveway access from Lot numbered 1 and 73 shall be permitted on to the Aboite Center Road.

IN WITNESS WHEREOF, The Aboite Corporation, an Indiana corporation by Paul W. Seitz, its President and Joseph L. Zehr, its Secretary, Owner of the real estate described in said plat, has hereunto set its hand and seal by its duly authorized officers this 17th day of March, 1976.

THE ABOITE CORPORATION

By Paul W. Seitz
Paul W. Seitz, President
By Joseph L. Zehr
Joseph L. Zehr, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Paul W. Seitz and Joseph L. Zehr, known by me to be the duly authorized and acting President and Secretary respectively of THE ABOITE CORPORATION, and acknowledged the voluntary execution of the above and foregoing instrument on behalf of said corporation for the purposes and uses therein set forth, this 17th day of March, 1976.

Arlene K. Duncan
Arlene K. Duncan) Notary Public

My Commission Expires:

May 25, 1978

APPROVALS:

BOARD OF PUBLIC WORKS
FORT WAYNE, INDIANA

Henry P. Wehrenberg
Henry P. Wehrenberg
Ethel H. LaMar
Ethel H. LaMar

PLAN COMMISSION OF
ALLEN COUNTY, INDIANA

19 MAY 1976

James A. Poure
James A. Poure
James E. Walley
James E. Walley

BOARD OF COMMISSIONERS OF
ALLEN COUNTY, INDIANA

Vance L. Amstutz
Vance L. Amstutz
Jack K. Dunnifon
Jack K. Dunnifon
Richard M. Ellenwood
Richard M. Ellenwood
JUN 3 1976

ALLEN COUNTY SURVEYOR

William L. Sweet 7-13-76
William L. Sweet

HEALTH COMMISSIONER
FORT WAYNE ALLEN COUNTY BOARD OF PUBLIC HEALTH

Jane M. Irmischer
Jane M. Irmischer, M.D.

Prepared by: George E. Fruechtenicht, Attorney at Law.

Recorded September 27, 1976 at 3:51 P.M. Plat Record 38, Pages 89-92