DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS OF THE PLAT OF IRON HORSE CROSSING, SECTION I A SUBDIVISION IN GARRETT, DEKALB COUNTY, INDIANA

IHC Development LLC, by Todd M. Ramsey, its member, hereby declares that it is the Owner of the real estate shown and described in this plat ("Real Estate"), and lays off, plats and subdivides the Real Estate in accordance with the information shown on the certified plat attached to and incorporated by reference in this document. The platted Subdivision shall be known and designated as Iron Horse Crossing, Section I, a Subdivision in Garrett, DeKalb County, Indiana.

The lots are numbered from 1 through 12, 33 through 41, 46 through 52, and 54 through 58 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 purpose.

PREFACE

Iron Horse Crossing, Section I is part of a tract of real estate which is currently planned to be subdivided into 81 residential lots. In addition to the recordation of the Plat and this document, there will be recorded articles of incorporation of Iron Horse Crossing Homeowner's Association, Inc., it being Developer's intention that each owner of a lot in Iron Horse Crossing, 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 "Additional Property". Such additional real estate as Developer shall declare to be subject to the provisions hereof by duly recorded declarations.

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

1.3 "Association". Iron Horse Crossing Homeowner's Association, Inc., an Indiana not-for-profit corporation, and its successors and assigns.

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

1.5 "Bylaws". The bylaws adopted by Iron Horse Crossing Homeowner's Association, Inc., and all amendments to those bylaws.

1.6 "Committee". The Architectural Control Committee established under Section 5 of these covenants.

1.7 "Common Area". All real property owned by the Association for the common use and enjoyment of Owners. Common Area is designated on the plat.

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

1.9 "Developer". IHC Development LLC, and its successors in interest in the Real Estate.

1.10 "Lot", and in plural form, "Lots". Any of the platted lots in the Plat, or any tract(s) of Real Estate which may consist of one or more Lots or part(s) of them upon which a residence is erected in accordance with the Covenants, or such further restrictions as may be imposed by any applicable zoning ordinance; provided, however, that no tract of land consisting of part of a 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 70 feet in width for the RS zoning and 100 feet in width for the RC zoning at the established front building line as shown on the Plat.

1.11 "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.

1.12 "Plan Commission". The City of Garrett, or its successor agency.

1.13 "Plat". The recorded plat of Iron Horse Crossing, Section I.

1.14 "Subdivision". The platted Subdivision of Iron Horse Crossing, Section I.

Section 2. PROPERTY RIGHTS.

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

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

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

2.1.3 To dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association's members. No such dedication or transfer shall be

effective unless an instrument signed by at least two-thirds of each class of Association members agreeing to such dedication or transfer, is recorded.

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

Section 3. MEMBERSHIP AND VOTING RIGHTS

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

3.2 The Association shall have the following two classes of voting membership.

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 a number of votes which Class A members are entitled to exercise plus one additional vote (thereby giving the Class B members control) until such time as Developer no longer owns Lots within Iron Horse Crossing Subdivision and any annexed properties as described below or December 31, 2006, whichever shall occur first. In the event Developer sells all Lots within Iron Horse Crossing and subsequently annexes additional lands, Developer shall, at that time, receive a number of votes necessary to maintain control pursuant to the formula set forth herein.

Section 4. COVENANT FOR MAINTENANCE ASSESSMENTS.

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

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health and welfare of the residents

in the Subdivision, and for the improvements of facilities in the Subdivision. In addition, assessments shall be levied to provide for the snow plowing of Iron Horse Crossing streets, lawn maintenance of common areas, and for the proportionate burden of the maintenance of the common retention basin into which the Subdivision's surface waters drain as shown on the Plat.

4.3 Maximum Annual Assessments. Until January 1 of the year immediately following the first conveyance by Developer of a Lot, the Maximum annual assessment shall be Eighty-Five Dollars ($85.00) per Lot. Developer's responsibility for Assessments on Lots owned by Developer shall commence on the date of the first conveyance by Developer of the Lot. Subsequent assessments may be made as follows:

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

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

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

4.5 Notice and Quorum for any Action Authorized Under Subsections 4.3 and 4.4. Any action authorized under sections 4.3.2 and 4.4 shall be taken at a meeting of the Association called for that purpose, written notice of which shall be sent to all members not less than 30 days, nor more than 60 days, in advance of the meeting. If the proposed action is favored by the 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 Assessment/Due Dates. The annual assessments allowed under section 4.3 shall commence as to all Lots then

subject to an assessment, on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the advance of the date the annual assessment is due. Written notice of the annual assessment shall be given to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether an assessment on a Lot has been paid.

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

4.8.1 Any assessment not paid within 30 days after its due date shall bear interest from the due date at the highest legal rate of interest allowed in Indiana.

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

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

Section 5. ARCHITECTURAL CONTROL

5.1 No building, fence, wall, in-ground swimming pool, or other structure shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition, change or alteration be made to a structure until the plans and specifications showing the structure's nature, kind, shape, height, materials and location are submitted to and approved by the Committee in writing as to the structure's harmony of external design and location in relation to surrounding structures and topography in the Subdivision. The Committee shall be composed of three (3) members. However, until such time as Developer assigns its rights to control the Committee or until such time as the Board succeeds to the Committee pursuant to Paragraph 5.3 below, a designee of Developer shall be the sole member of the Committee. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

5.1.1 Each Lot will require three (3) mature bushes and one (1) one-half inch caliper tree and seeded yard within ninety (90) days after closing.

5.1.2 No fences are to be placed either in easements, or running perpendicular across easements. Fences may be placed on and parallel to an

easement line, but not within easements. Fences cannot be placed beyond the front of the front wall of a house.

5.1.3 No detached accessory buildings, sheds or barns shall be erected or maintained upon a Lot without architectural approval.

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's 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 sections 5.2 or 5.3), fails to approve or disapprove the design and location of a proposed structure within 30 days after said plans and specifications have been submitted to it, approval will not be required, and approval under this section 5 will be deemed to have been given.

Section 6. GENERAL PROVISIONS

6.1 Use. Lots may not be used except for single-family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family residence not to exceed two and one-half stories in height.

6.2 Dwelling Size. No residence shall be built on a Lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeways or garages, of less than 950 square feet for a one-story residence. The minimum total square footage for a residence with more than one-story is 1,000 square feet, exclusive of one-story open porches, breezeways or garages.

6.3 Building Lines. No Structure shall be located on a Lot nearer to the Lot lines, than the minimum building setback lines shown on the Plat. Rear yard setback shall be 25 feet. Minimum side yard setback shall be a total of 15 feet, but not less than 6
feet.

6.4 Minimum Lot Size. No residence shall be erected or placed on a Lot having a width of less than 70 feet in the RS zoning and 100 feet in the RC zoning at the minimum building setback line, nor shall any residence be erected or placed on any Lot having an area of less than 7,500 square feet in the RS zoning and 12,000 square feet in the RC zoning.

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

twenty (20) feet of each Lot. No Owner of a Lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use, or permit the use of, overhead wires, poles or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any residence or other structure on a Lot connecting it to the electrical distribution system of any electric public utility shall be provided by the Owner of the Lot who constructs the residence or structure, and shall carry not less than 3 wires and have a capacity of not less than 100 amperes. Any public utility charged with the maintenance of underground installations shall have access to all easements in which said installations are located for operation, maintenance and replacement of service connections.

6.5.1 No motorized vehicles, including, but not limited to snowmobiles, motorcycles, go-karts and all terrain vehicles, shall be operated upon any of the lots or on the land used for storm water drainage and detention in Common Areas, Utility Easements and other such areas.

6.6 Surface Drainage Easements. Surface drainage easements used for drainage purposes as shown on the Plat, including detention ponds, 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 and common areas shall be maintained in an unobstructed condition by the Association, and the County Surveyor (or proper public authority having jurisdiction over storm drainage) shall have the right to determine if any maintenance or repairs due to obstruction exist, or require such repair and maintenance, as shall be reasonably necessary to keep the conductors unobstructed. No permanent structures are to be placed or constructed within a surface drainage easement.

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 connected with the construction and use of a single-family residence building.

6.9 Outside Storage. No boat, boat trailer, recreational vehicle, commercial van or other vehicle used for commercial purposes and containing logos or advertising on the exterior, motor home, truck, camper or any other wheeled vehicle, equipment or machinery shall be permitted to be parked ungaraged on a Lot for periods in excess of 48 hours, or for a period of which is in the aggregate is in excess of 8 days per calendar year. The term "truck" as used in this section 6.9 means every motor-

vehicle designed, used, or maintained primarily for the transportation of property, which is rated one-ton or more.

6.9.1 No unlicensed or unregistered automobiles or motor vehicles may be parked or kept on any lot for any period of time. No motor vehicle may be disassembled or allowed to remain in a state of disassembly on any lot but shall be equipped at all times for on-road driving.

6.10 Free Standing Poles. No clotheslines or clothes poles, or any other free standing, semi-permanent or permanent poles, rigs, or devices, regardless of purpose, shall be constructed, erected, or located or used on a Lot without written approval.

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

6.12 Antennas. No radio or television antenna, or satellite receiving disk or dish shall be permitted on a Lot, without approval by the Committee. No solar panels (attached, detached or free-standing) are permitted on the Lot. No free-standing satellite dishes or, radio or television antennas are allowed in front yards.

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

6.14 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on a Lot, except that dogs, cats or other household pets may be kept, provided 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, according to approved specifications, 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 systems. No sanitary sewage shall at any time be discharged or permitted to flow into the Subdivision's storm and surface water runoff sewer system. No direct sump pump discharge shall be permitted to flow into either storm or sanitary sewer mains. All sump pump discharge shall be to the surface only.

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 only, and the developer is responsible for any external utility infrastructure development to the lot boundary, 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 City of Garrett Administrator the improvement location permit and certificate of occupancy required by the City of Garrett Zoning Ordinance.

6.23 Enforcement. The Association, Developer and Owner (individually or collectively) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or subsequently imposed by the provisions of these covenants. Failure by the Association Developer or Owner to enforce any provisions in the covenants shall in no event be deemed a waiver of the right to do so later.

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

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

6.26 Amendments. Any provision of the 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 Iron Horse Crossing Subdivision or any annexed lands. For purposes of this section 6.26.1, the term "Owner" shall have the same meaning with respect to lots in such future sections, as the term "Owner" is defined in section 1.10.

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

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

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

6.27 Subdivision. No Lot or combination of Lots may be further subdivided until approval for such subdivision has been ordained from the Plan Commission; except, however, the Developer and its successors or assigns 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 limitations imposed under section 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 restrictions, covenant, limitation, easement, condition, reservation, lien, or charge new 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.

Section 8. Sidewalks. Plans and specifications for the Subdivision approved by and on file with the Plan Commission require the installation of concrete sidewalks within the street rights-of-way in front of lots, along common areas, and cross sidewalks near street intersections. Installation of sidewalks within street rights-of-way in front of lots shall be the obligation of the Builder of those Lots. Installation of sidewalks along common areas shall be the obligation of the Developer, as shown on the approved plans and recorded plat. All sidewalks along common area, as shown on development plans, shall be completed, prior to issuance of Certificate of Occupancy for any lot. 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. **Sidewalk Ramps.** Plans and specifications for the Subdivision approved by and on file with the Plan Commission require the installation of concrete sidewalk ramps within the street rights-of-way, between sidewalk and curb. Installation of sidewalk ramps within the street rights-of-way between sidewalk and curb for Lots 3, 8, 35, 39, 46, 50, 54, and 58 shall be the obligation of the Owners of those lots (exclusive of Developer). Concrete sidewalk ramps shall be installed and sloped in accordance with ADA requirements for handicap accessibility requirements and design specifications.

Section 10. **Minimum Building Elevations.** In order to minimize potential damage to residences from surface water, minimum building elevations have been established at 887.0' on all Lots. All residences 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 building elevation.

IN WITNESS WHEREOF, IHC Development LLC, by its duly authorized Member, Todd M. Ramsey, Owner of the Real Estate, has signed this document on this _____day of _____, 2002.

IHC DEVELOPMENT LLC

By:_____

Todd M. Ramsey, as its Member

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

The foregoing instrument was acknowledged before me this _____day of _____, 2002, by Todd M. Ramsey, as Member of IHC Development LLC, on behalf of the corporation. He is personally known to me and did not take an oath.

My Commission Expires:

_____

NOTARY PUBLIC Resident of Allen County, State of Indiana

This Instrument Prepared by: Todd M. Ramsey, Member
IHC Development LLC

This is to certify that the foregoing document has been reviewed by the City of Garrett.

As presented, the content of the restrictions contained in said document conforms to the requirements of the City of Garrett Zoning and Subdivision Control Ordinances and the document is now eligible for recording. This certification does not extend to the form or validity of the document.

Date: _____

Building Commissioner