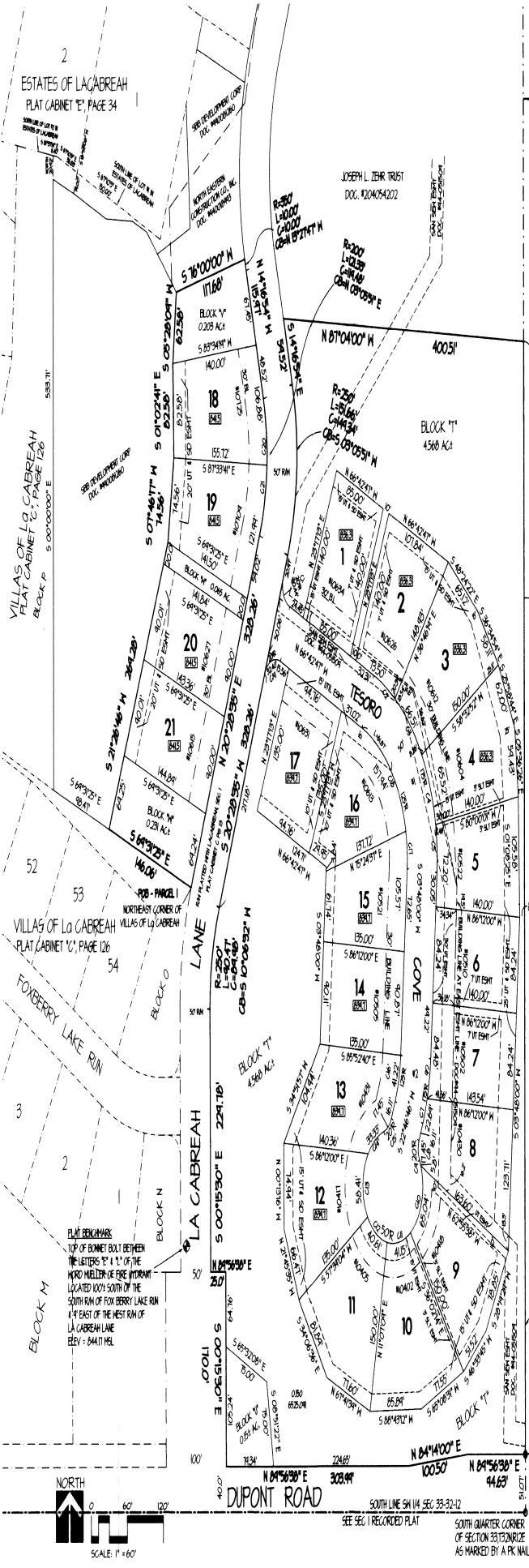


Secondary Plat of TESORO at LaCabreah

a Subdivision located in Fractional Section 33,
Township 32 North, Range 12 East,
Allen County, Indiana
An Addition to the City of Fort Wayne, Indiana

Plat Cabinet F by 149



NORTH EASTERN CONSTRUCTION, INC.
DOC. #1700007410

LEGEND:
PB - POINT OF BEGINNING
PL - PLUMBING LINE
UT - UTILITY EXHIBENT
SO - SURFACE DRAINAGE EXHIBENT
SW - SANITARY SEWER EXHIBENT
E - EXHIBENT
F - FLOOD PROTECTION GRADE
R - ROAD
S - STREET LIGHT

KENNETH D. & REGINEA J. VANDERPOOL
DOC. #800-000005

FLOORPLAN NOTE:
FIRM MAP PROVISIONS SHALL BE THE SITE IN THE ZONE & AREA - AREAS DETERMINED TO BE OUTSIDE THE 0.2 & ANNUAL CHANCE FLOODPLAIN THERE IS NO FLOODWAY FRONCE OR FLOODWAY ON THIS SITE AS DEFINED BY FIRM.

In addition to screens on see Doc. 200607557 113-2006

DESCRIPTION
PARCEL I
A parcel of land located in the Southwest One-quarter of Fractional Section 33, Township 32 North, Range 12 East in Allen County, Indiana and more particularly described as follows:

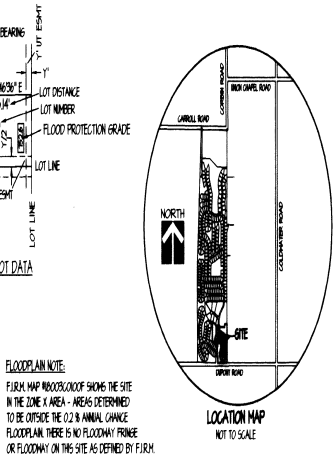
Beginning at the Northeast corner of Villas of La Cabreah, recorded in Plat Cabinet C, page 128 in the Office of the Recorder of Allen County, said point being the POINT OF BEGINNING; thence North 20 degrees 28 minutes 35 seconds East bearing based on said recorded plat along the west right-of-way line of La Cabreah Lane, a distance of 228.26 feet; thence on said right-of-way line on a curve to the left an arc length of 121.33 feet having a radius of 200.00 feet and being subtended by a chord of 119.48 feet, bearing North 03 degrees 05 minutes 51 seconds East; thence North 14 degrees 16 minutes 54 seconds West continuing on said right-of-way line, a distance of 115.87 feet; thence on said right-of-way line on a curve to the right an arc length of 10.00 feet having a radius of 350.00 feet and being subtended by a chord of 10.00 feet, bearing North 13 degrees 27 minutes 47 seconds West; thence South 78 degrees 00 minutes 00 seconds West, a distance of 117.89 feet; thence South 15 degrees 28 minutes 00 seconds West, a distance of 82.58 feet; thence South 01 degrees 02 minutes 41 seconds East, a distance of 82.58 feet; thence South 07 degrees 46 minutes 17 seconds West, a distance of 14.56 feet; thence South 21 degrees 28 minutes 48 seconds West, a distance of 288.28 feet to a point on the northern line of Block "C" in said Villas of La Cabreah as recorded in the aforementioned Plat Cabinet C, page 128; thence South 89 degrees 51 minutes 25 seconds East along the northern line of Block "C" in said Villas of La Cabreah, a distance of 148.16 feet to the POINT OF BEGINNING, containing 1.754 acres of land.

PARCEL II
A parcel of land located in the Southwest One-quarter of Fractional Section 33, Township 32 North, Range 12 East in Allen County, Indiana and more particularly described as follows:

Commencing at the South One-half corner of the Fractional Section 33, Township 32 North, Range 12 East as now established, thence North 04 degrees 04 minutes 09 seconds West bearing based for this description along the east line of the Southwest One-quarter as now established, a distance of 51.07 feet to the POINT OF BEGINNING; BEGINNING at the above described point; thence continuing North 04 degrees 04 minutes 09 seconds West along said east line, a distance of 971.88 feet; thence North 87 degrees 04 minutes 00 seconds West, a distance of 400.51 feet to a point on the west right-of-way line of La Cabreah Lane; thence along the following seven courses on the east right-of-way line of La Cabreah Lane: South 14 degrees 16 minutes 54 seconds East, a distance of 59.92 feet; thence on a curve to the right having a radius of 250 feet, an arc length of 151.86 feet and being subtended by a chord of 148.34 feet bearing South 00 degrees 05 minutes 51 seconds West; thence South 20 degrees 28 minutes 35 seconds West, a distance of 228.26 feet; thence on a curve to the left having a radius of 250 feet, an arc length of 90.47 feet and being subtended by a chord of 89.30 feet bearing South 11 degrees 16 minutes 22 seconds West; thence South 00 degrees 15 minutes 30 seconds East, a distance of 228.76 feet; thence North 89 degrees 51 minutes 25 seconds East, a distance of 25.00 feet; thence South 00 degrees 15 minutes 30 seconds East, a distance of 170.00 feet to a point on the north right-of-way line of Dupont Road; thence North 89 degrees 51 minutes 25 seconds East on said right-of-way line of Dupont Road, a distance of 300.00 feet; thence North 04 degrees 04 minutes 09 seconds East continuing along said right-of-way line, a distance of 100.50 feet; thence North 89 degrees 51 minutes 25 seconds East continuing along said right-of-way line, a distance of 94.85 feet to the POINT OF BEGINNING, containing 10.853 acres of land, more or less.

STREET	BEARING	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
N 04°04'09" E	51.07	S 97°17'22" E	75.00	26.91	202.22
N 87°04'00" W	971.88	S 97°17'22" E	75.00	69.94	448.31
N 04°04'09" E	100.50	S 89°51'25" W	75.00	51.01	57.00
N 04°04'09" E	300.00	S 89°51'25" W	75.00	4.4	4.12

CURVE	BEARING	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
01	87°17'22"	S 27°17'22" E	25.00	8.43	27.50
02	89°51'25"	N 59°51'25" W	175.00	10.99	41.89
03	87°17'22"	N 27°17'22" E	175.00	64.55	64.11
04	89°51'25"	N 27°17'22" E	175.00	65.52	65.14
05	14°16'54"	S 14°16'54" W	175.00	42.15	42.05
06	11°32'41"	N 89°34'21" E	175.00	35.26	35.20
07	07°26'04"	N 89°17'44" E	175.00	22.71	22.69
08	89°51'25"	S 89°51'25" W	25.00	17.45	16.96
09	86°39'08"	N 2°39'22" W	25.00	5.80	5.80
10	74°31'36"	N 14°16'54" E	25.00	65.54	64.95
11	47°59'22"	N 77°28'38" E	25.00	41.15	41.86
12	86°36'52"	S 86°36'52" E	25.00	41.61	39.56
13	86°36'52"	S 86°36'52" E	25.00	39.61	39.15
14	53°48'47"	S 53°48'47" W	25.00	33.33	32.71
15	89°51'25"	N 89°51'25" E	25.00	17.45	16.96
16	18°58'45"	N 18°58'45" E	25.00	41.61	41.22
17	10°05'26"	N 82°44'43" E	25.00	32.32	32.83
18	39°18'16"	N 39°18'16" E	25.00	18.75	18.25
19	82°48'29"	S 82°48'29" W	25.00	32.41	32.97
20	82°48'29"	S 82°48'29" W	25.00	32.41	32.97
21	82°48'29"	S 82°48'29" W	25.00	32.41	32.97



BOARD OF WORKS
APPROVED THIS 10th DAY OF October 2006

Regal A. Kosliff
Regal A. Kosliff, Clerk

Rita P. Chusey, Member
Doris Swartz, Member

12060662046
FORWARD TO RECORDER
RECORDING FEE \$100.00
ALLEN COUNTY, IN
RECORD NO. 2006
1387
1388
1389
1390
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1392
1393
1394
1395
1396
1397
1398
1399
1400

SUBDIVISION CONTROL COMMITTEE
APPROVED THIS 10th DAY OF October 2006

Steve E. O'Brien, Chairman
Steve W. Davis, Member
Mike D. Davis, Member

Hike D. Dyer, Member

DEDICATED
I, KERRY D. DICKEY, HEREBY CERTIFY THAT I AM A LAND SURVEYOR LICENSED IN THE STATE OF INDIANA. OWNER OF THE REAL ESTATE DESCRIBED IN SAID PLAT, HAS HERETO SET ITS HAND, BY ITS DULY AUTHORIZED OFFICER, THIS 10th DAY OF OCTOBER, 2006.

IN WITNESS WHEREOF, SEBB DEVELOPMENT CORP. A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF INDIANA, OWNER OF THE REAL ESTATE DESCRIBED IN SAID PLAT, HAS HERETO SET ITS HAND, BY ITS DULY AUTHORIZED OFFICER, THIS 10th DAY OF OCTOBER, 2006.

AN INDIANA CORPORATION
By: *[Signature]*
Kerry D. Dickey, President

I, KERRY D. DICKEY, HEREBY CERTIFY THAT I AM A LAND SURVEYOR LICENSED IN THE STATE OF INDIANA AND THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME OR UNDER MY DIRECT SUPERVISION ON AND THAT I WILL SET A 5/8 INCH DIAMETER STEEL ROD, 24 INCHES LONG, MARKED WITH A PLASTIC IDENTIFICATION CAP STAMPED TO A 1/4" FIRM IN 00002 AT EACH LOT CORNER AS ORIGINAL INDICATIONS IN COMPLIANCE WITH TITLE 36B IN 140-9 SECTION (b)(2)

PLAT PREPARED BY AND CERTIFIED CORRECT THIS 10th DAY OF OCTOBER, 2006.

NOTES:
1. ALL RIGHT-OF-WAYS TO BE DEDICATED 50 FEET WIDE TO CITY OF FORT WAYNE.
2. ALL COMMON AREAS OR BLOCK AREAS TO HAVE A BLANKET UTILITY, ACCESS AND SURFACE DRAINAGE EXHIBENT.
3. ALL BURIED UTILITIES MUST ALLOW FOR PROPOSED DRAINAGE SHALE GRADES AS FOUND IN PLANS.
4. AN OVERALL PERIMETER SURVEY ON THE 0.833 ACRES WAS COMPLETED ON AUGUST 20, 2006 BY SURVEY NUMBER 548203.

DEVELOPERS
SEBB DEVELOPMENT CORP.
10000 LA CABREAH LANE
Fort Wayne, Indiana 46845
(260)454-7095

CML ENGINEERS-LAND SURVEYORS-PLANNERS
DICKMEYER & ASSOCIATES
Engineers-Surveyors, Inc.
8000 E. BROADWAY
FORT WAYNE, INDIANA 46805
Tel (260) 748-0285 Fax (260) 748-0283
www.CMLengrds.com

#206066246
 Recorded
 10/30/2006 10:01:08
 RECORDER
 PATRICIA J CRICK
 ALLEN COUNTY, IN
 Receipt No. 32756
 DCFD 3.00
 IDSP 2.00
 HGL 1.00
 PLAT 58.00
 PLAT 9.00
 Total 73.00

DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,
 LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
 OF THE PLAT OF TESORO AT LA CABREAH
 A SUBDIVISION IN PERRY TOWNSHIP, ALLEN COUNTY, INDIANA

Plat Cabinet F Pg 148

SBB Development Corp., by Joseph L. Zehr, its President, declares that it is the owner of the real estate shown and legally described in this plat ("Real Estate"), and lays off, plats and subdivides the Real Estate in accordance with the information shown on the certified plat attached to and incorporated by reference in this document. The platted Subdivision shall be known and designated as Tesoro at La Cabreah, a Subdivision in Perry Township, Allen County, Indiana.

The Lots shall be subject to and impressed with the covenants, limitations, easements and restrictions hereinafter set forth. The provisions herein contained shall run with the land and shall inure to the benefit of the Owners of the Lots and the land included therein, and their respective legal representatives, successors, grantees, heirs and assigns.

The Plat contains a total of 21 Lots inclusive. Lots 1 through 17 are Villaminium Lots and Lots 18 through 21 are Single Family Residential Lots. All dimensions are shown in feet and decimals of a foot on the Plat. All streets and easements specifically shown or described are expressly dedicated to public use for their usual and intended purposes.

PREFACE FOR LOTS 1 THROUGH 17 (VILLAMINIUM LOTS)

In addition to the recordation of the Plat and this document, there will also be recorded articles of incorporation for an Indiana not-for-profit corporation to be known as the Tesoro at La Cabreah Community Association, Inc. (the "Association"), and each Owner of Lots 1 through 17 shall become a member of the Association, and be bound by its articles of incorporation and bylaws, upon acquisition of title to a Lot.

Section 1. DEFINITIONS. The following words and phrases shall have the meanings stated, unless the context clearly indicates that a different meaning is intended:

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

1.2 "Association." The Tesoro at La Cabreah Community Association, Inc., an Indiana nonprofit corporation, its successors and assigns.

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

1.4 "Builder." An individual or entity who is licensed to build single-family residential dwellings in the county in which the subdivision is located and is the Owner of a Lot in the Subdivision.

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

OCT 27 2006 18079

Elizabeth A. Glasser
 AUDITOR OF ALLEN COUNTY

72+
 (100)

1.5 "Bylaws." The bylaws adopted by Tesoro at La Cabreah Community Association, Inc., and all amendments to those bylaws.

1.6 "Committee." The Architectural Control Committee established under section 10 of the Covenants.

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

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

1.9 "Developer." SBB Development Corp., and any Successor Developer designated by the Developer.

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 may be or is erected in accordance with the Covenants, and 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 63 feet in width at the established front building line as shown on the Plat and further meets the requirements of Section 13.4. If a home is built on two Lots and structure sits on both Lots, these two Lots shall be considered one Lot for assessment purposes. A Special assessment will be charged to a Unit sitting on two Lots based on the landscape maintenance bid, as provided in Section 8.2.

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 a Lot or Lots, including land contract buyers, but excluding those having an interest in a Lot merely as security for the performance of an obligation.

1.12 "Unit". A single family residential dwelling.

1.13 "Zoning Authority". The applicable governmental Plan Commission and/or Zoning Authority, or its successor agency, then having zoning authority and jurisdiction over the Real Estate to issue improvement location permits, and to issue certificates of occupancy for residences constructed on Lots.

1.14 "Plat". The recorded secondary plat of Tesoro at La Cabreah.

1.15 "Subdivision". The platted Subdivision of Tesoro at La Cabreah, including all existing and future sections of such subdivision.

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 impose reasonable restrictions, limitations, conditions, rules, and regulations regarding Owner's use and enjoyment of the Common Area.

2.1.3 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 an Owner's Lot remains unpaid, or an Owner is in violation of the Covenants, the Articles, the Bylaws, or any rule or regulation of the Association.

2.1.4 To dedicate or transfer all or any part of the Common Area or any interest or easement therein to any public agency, authority or utility upon the vote and approval of at least two-thirds (2/3) of each class of Association members. Provided however, that Developer, without such vote and approval, may, prior to the time when fee simple title to all Lots have been conveyed by Developer, transfer, dedicate or convey such portions of the Common Area to adjoining Lot Owners as necessary to allow such adjoiners to comply with the requirements of the Zoning Authority, permit requirements, or with provisions of Section 13, and the Developer may convey easements in, on and over any Common Area to a public utility, to any Common Area to the Association, but no such easement shall be granted over areas on which structures or buildings then exist. No such dedication or transfer, except those made by Developer as provided above, 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. An Owner may delegate, in accordance with the Bylaws, the Owner's right to use and enjoy the Common Area and any recreational facilities located thereon, to members of the Owner's family residing on the Owner's Lot, and tenants or land contract purchasers who reside on the Owner's Lot.

Section 3. MEMBERSHIP AND VOTING RIGHTS.

3.1 Every Owner of Lots 1 to 17 shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

3.2 The Association shall have the following two classes of voting memberships:

3.2.1 Class A. Class A membership consists of all Owners of Lots 1 through 17, 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 600 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, whichever occurs first:

3.2.2.1 When fee simple title to Lots 1 through 17 have been conveyed by Developer; or

3.2.2.2 on December 31, 2016.

Section 4. COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of Lots 1 through 17, except Developer and a Builder that has been temporarily exempted as provided hereinafter, 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 maintenance assessments or charges; (2) special assessments for capital improvements and professional accounting, and legal fees of the Association. Such assessments shall be established and collected as provided in these Covenants and the Bylaws. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on a Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment became due. Notwithstanding any other provision herein to the contrary, Developer shall have the absolute and unrestricted right from time to time to temporarily exempt a Builder as a Lot Owner from the obligation to pay any Assessments or any lien for any such Assessments. A temporary exemption, if so granted by Developer to a Builder shall terminate at the earlier of: (i) six (6) years from the date of acceptance of a deed from Developer; (ii) thirty days after the Developer

provides the Builder with written notice of the revocation of the temporary exemption; (iii) the date on which the Builder first conveys title to the Lot, to a successor-in-interest, but nothing contained herein shall prevent Developer from granting the successor-in-interest a temporary exemption if the successor-in-interest is a Builder, or is holding the Lot in inventory for sale; or (iv) the date on which a residence located on a Lot is occupied by residents living therein. A Lot Owner first acquiring title from a Builder that was granted a temporary exemption shall be obligated to pay the prorated remaining portion (based upon a per diem basis) of any Assessment at the time of and concurrently with the successor in interest's acquisition of title to the Lot from the Builder. The prorated remaining portion of the Assessment due from the Owner first acquiring title from a Builder shall be a lien against a Lot, and shall not be subordinate to the lien of any first mortgage.

4.2 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 One Thousand Nine Hundred Forty Dollars (\$1,940.00) per Lot, comprised of One Thousand Four Hundred Forty Dollars (\$1,440.00) for Grounds Keeping Services as defined in Section 8.2, and Five Hundred Dollars (\$500) for all other maintenance, replacement and repair to be performed by the Association ("common area maintenance"). This cost breakdown is provided solely for the purpose of determining the initial annual assessment to Lot Owners under Section 4.6, and is subject to change from time to time both as to the amount and as to its relation to the total annual assessment.

4.2.1 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 of not more than 8% above the annual assessment for the previous year, without a vote of the membership.

4.2.2 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.

4.3 Special Assessments for Capital Improvements. In addition to the annual assessments authorized in Section 4.2, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any new construction, or repair or replacement of an existing capital improvement in the Common Area, including fixtures and related personal property; provided that any such assessment shall require the vote or written assent of 75% of each class of members of the Association; and provided, further, that no such special 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 the Common Area, or pay its pro rate share of the cost of maintaining the common impoundment basins ("Lakes").

4.4 Notice and Quorum for Any Action Authorized Under Subsection 4.2 and 4.3. Any action authorized under Sections 4.2 and 4.3 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 less than the requisite percentage 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.

4.5 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except as provided in Section 8.2, and may be collected on a monthly, quarterly or yearly basis. The annual assessment as set forth in Section 4.2 shall include an assessment for common area maintenance and for Grounds Keeping Services, the costs of which shall be assessed as set forth herein. The portion of the annual budget allocated for landscaping shall be assessed in accordance with the actual cost as determined by the annual contract with the landscape contractor, which contract when bid out by the Board shall be awarded in two parts as follows: 1) Grounds Keeping Services for the Lots and; 2) landscape maintenance, repair and replacement for the Common Areas. The charges for each shall be shared equally by all Lots except as provided in Section 8.2.

4.6 Date of Commencement of Annual Assessments. Annual assessments made under Section 4.2 shall commence as of the first day following the first conveyance of a Lot by Developer, excepting Lots owned by the Developer and Builders whose Lots are temporarily exempted. The first annual assessment shall be pro-rated to the date of closing. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of the date the annual assessment is due. Written notice of the annual assessment shall be given to every Owner. The due dates shall be established by the Board of Directors. That portion of the annual assessment for Grounds Keeping Services shall commence as to individual Lots on the first day of the month following the issuance of an Occupancy Permit for such Lot, prorated according to the number of months remaining in the calendar year at the time of issuance (except for the initial year, when proration shall be based upon the partial year). The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of the date when the annual assessment is due. Written notice of the annual assessment shall be given to every Owner. The Association shall, upon demand and for a reasonable charge, furnish a certificate by an officer of the Association stating whether an assessment on a Lot has been paid.

Section 5. ESTABLISHMENT OF ASSESSMENTS.

5.1 The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures:

5.1.1 The Annual assessments against the Owners of all of the Lots shall be established after the adoption of an operating budget, and written notice of the amount and date of commencement thereof shall be given to each Owner not less than thirty (30) days in advance of the date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct which shall be monthly until otherwise directed. Annual assessments shall include an amount for "Reserves for Replacement" so as to enable the Association to establish and maintain an adequate reserve fund for periodic maintenance, repair and replacements of improvements to the Common Areas.

5.1.2 Special assessments against the Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct, subject to the provisions of 4.3.

5.1.3 The Board of Directors may, from time to time, establish a resolution, rule or regulation, or may delegate to an officer or agent, the power and authority to establish specific fees, dues or charges to be paid by Owners of Lots for any special or personal use of facilities, or to reimburse the Association for the expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation of the officer or agent.

5.1.4 The Association shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the Office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand, furnish an owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

Section 6. EFFECT OF NON-PAYMENT OF ASSESSMENTS.

6.1 If any assessment is not paid within thirty (30) days after the due date, a late fee of \$25.00, beginning from the due date, shall be levied by the Board of Directors for each month the assessment is unpaid.

For example: Owner A is delinquent in payment of his monthly assessment for two (2) months. The computation of late fees is as follows:

1st month's late fees: \$25.00 for Assessment #1.

2nd month's late fees: \$25.00 for Assessment #2 and an additional
\$25.00 for Assessment #1.

Total amount of late charges due after two months: \$75.00.
(\$25.00 for month #1 and \$50.00 for month # 2) .

The Association, on approval by the Board of Directors, may, at any time after a delinquency has continued for two (2) months, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. Any officer of the Association is authorized to execute any document required to effect such action. Any such action shall include subsequent unpaid assessments and/or late charges. There shall be added to the assessment all costs and expenses, including attorney fees required to collect same. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of the Lot and/or Unit.

Section 7. SUBORDINATION OF THE LIEN TO MORTGAGES.

7.1 Except as otherwise provided in Section 4.1 hereof, the lien of the assessments made under the Covenants shall at all times be subordinate to the lien of any first mortgage. Any 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 assessments which become due prior to such sale or transfer.

Section 8. MAINTENANCE OBLIGATION OF ASSOCIATION.

8.1 Common Area. The Association shall at all times maintain, repair and replace at its expense all Common Areas, including all improvements placed thereon, in good condition and repair.

8.2 Grounds Keeping Services. Grounds Keeping Services, as hereinafter defined, shall be provided by the Association for all Lots. For purposes hereof, Grounds Keeping Services shall consist of the maintenance of all landscaping, vegetation, grass, plants, trees and the like located upon each Lot; provided, however, that if any of the foregoing landscaping requires replacement, it shall be the responsibility of, and at the expense of, the Owner of the applicable Lot to make such replacement. If a Unit actually sits on two Lots, the Owner shall be charged one annual assessment and an additional assessment for additional landscaping maintenance required to maintain both Lots. In the event that there is a fenced-in area upon a Lot, adequate access to this area shall be provided to enable the Association to perform this maintenance, but if none is so provided or if the access is locked or otherwise made inaccessible, then the Association shall not be responsible for providing any maintenance within this area, and the Owner thereof shall have such responsibility and shall not be entitled to claim any abatement of any portion of the Annual Assessment by the Association due to such situation. If the installation of fencing or additional landscaping by an Owner increases the cost to the Association of performing this landscaping maintenance, then the Board of Directors may cause such Owner to pay such increases as a Special Assessment. Maintenance, repair or replacement of any portion or part of a Lot's sprinkler system, shall be the responsibility of that Lot's Owner. If a Lot Owner fails or refuses to make required repairs or replacements of his sprinkler system after reasonable notice from the Association to do so, the Association may enter upon said Lot and perform such required work to the sprinkler system; and the cost thereof, plus reasonable overhead costs of the Association, shall be a Special Assessment upon such Lot.

8.2.1 The repainting, as necessary, of the exterior of the Unit located on each Lot, excluding however, screened porches, which shall be the responsibility of the Lot Owner.

8.2.2 Snow removal from the driveways and sidewalks.

8.3 Others. As deemed appropriate by the Board of Directors, the Association shall maintain

the Lakes vegetation, landscaping and sprinkler system upon areas which are not within the properties but abut same or are owned by a utility or governmental authority, so as to enhance the appearance of the properties.

Section 9. MAINTENANCE OBLIGATION OF LOT OWNERS.

9.1 Owner's Responsibility. Each Lot Owner is responsible for the repair, maintenance and/or replacement at his expense of all portions of the Unit, landscaping and other improvements constructed on his Lot excluding, however, Grounds Keeping Services as set forth in Section 8.2 hereof. Accordingly, each Owner shall maintain at his expense the exterior and interior of the Unit, including but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, drains, plumbing fixtures and connections and all air conditioning equipment. Further, each Owner shall maintain at his expense all structural, electrical, mechanical and plumbing elements thereof. Owners are strictly prohibited from performing any maintenance duties of the Association without prior consent of the Board of Directors and the Architectural Control Committee.

9.2 Owner Liability. An Owner shall be liable for:

9.2.1 Fail to perform the responsibilities as set forth in Section 9.1 above; or,

9.2.2 Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or

9.2.3 Undertake unauthorized improvements or modifications to his Unit or to any other portion of his Unit or to the Common Area, as set forth herein.

9.3 In the event a Lot Owner fails to comply with the requirements as set forth in this Section 9, the Association with two-thirds (2/3rds) majority vote of the members and 10 days prior written notice, shall be and is hereby granted a license to enter upon the Lot, and make any necessary alterations, repairs or maintenance approved by the Architectural Control Committee to carry out the provision herein. The Association shall have the right to claim a lien upon the Lot, and to recover personally from the Lot Owner, for all of their costs, expenses and attorney fees.

Section 10. ARCHITECTURAL CONTROL.

10.1 Construction Approval. No structure or improvement, including but not limited to, building, residence, garage, fence, wall, in-ground swimming pool and spa, exterior lighting, swing set, play equipment, permanent basketball goals or other structures for sports and recreation, statues, lawn ornaments, or other non-living landscaping ornamentation device or any other structure shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition (collectively, "structures"), change or alteration be made to a structure on a Lot unless and until the plans and specification showing the structure's nature, kind, shape, height, materials and location are submitted to and approved by the Architectural Control Committee in writing as to the structure's harmony of external design and location in relation to the surrounding structures and topography in the Subdivision. The Developer shall serve as the Architectural Control Committee until residences are constructed on all Lots in the Subdivision at which time the Board of Directors of the Association shall serve as the Architectural Control Committee. Until the Association succeeds to the Architectural Control Committee's responsibilities pursuant to Section 10.4, the Developer may from time to time, in writing, appoint another entity, individual, or group of individuals to act as its representative for the Developer in some or all matters regarding its rights, duties, and responsibilities under Section 10. The burden of proof shall be upon the party submitting the plans and specifications (including any landscaping plans) to conclusively establish that the plans and specifications were actually submitted for approval and that the structure is harmonious with the external design and location in relation to the surrounding structures and topography in the Subdivision. The Developer shall have the right to temporarily exempt any Builder or Lot Owner from submitting landscaping plans. Such exemption may be revoked at any time by the Developer and the Lot Owner shall thereafter be required to submit for approval a landscaping plan and to install the approved landscaping pursuant to these covenants.

10.2 Dwelling Façade. Front Exteriors. The entire front facade, except soffits, of every residence constructed on any Lot shall be either brick, stone masonry, or such other materials as may be approved by the Architectural Control Committee from time to time.

10.3 Committee Authority. The Architectural Control Committee shall have the exclusive authority and responsibility to review plans for construction of all structures proposed to be constructed in the Subdivision. The Developer from time to time may delegate to its representative or to the Board of Directors (or such other entity designated in the Articles or Bylaws) of the Association the authority and responsibility to review plans for construction of fences; residential yard playground equipment and basketball poles in the Subdivisions. Such delegation shall be made in writing, signed by the Developer, and delivered or mailed to the Association's registered office.

10.4 Board of Directors Authority. After residences are constructed on all Lots in the Subdivision, the Board of Directors (or such other entity designated under its Articles or Bylaws) of the Association shall then succeed to the Architectural Control Committee's responsibilities of Developer under this Section 10 to review construction, modifications and additions of any and all improvements and structures in the Subdivision, including by way of illustration and not limitation, the improvements and structures described in Section 10.1 hereof.

10.5 Time Constraint. In the event the Architectural Control Committee (or Board of Directors of the Association or other representative acting under Sections 10.1, 10.2, or 10.4) fails to act to approve, modify, or disapprove the design and location of a proposed improvement or structure within 30 days after said plans and specifications have been submitted to it, approval will not be required, and approval under this Section 10 will be deemed to have been given.

10.6 Non-liability of Architectural Control Committee. Plans and specifications are not reviewed for engineering or structural design or quality of materials, or to assure that any improvements constructed pursuant thereto are located within recorded set backs established by either the Plat, the Covenants, or applicable zoning ordinances, or designed or constructed pursuant to Covenants or building codes, and by approving such plans and specifications, neither the Architectural Control Committee, the Developer, its representative, nor the Association assumes liability or responsibility therefor for any defect in any structure constructed from such plans and specifications, nor for any actions of any Builder in connection therewith. Neither the Architectural Control Committee, the Developer, its representative, the Association, the Board of Directors, nor the officer, directors, members, employees, agents, or any appointed representative of any of them shall be liable by way of legal or equitable relief or in damages to anyone by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval, modification, or disapproval of any such plans and specifications. Every Lot owner, for himself and for all parties claimed by or through such Lot owner, agrees not to bring any action or suit against Architectural Control Committee, the Developer, its representative, the Association, the Board of Directors, or the officers, directors, members, employees, agents, or appointed representatives of any of them seeking legal or equitable relief or damages and hereby releases all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provide that a general release does not extend to claims, demands, and causes of actions not known at the time this release is given.

10.7 Fences. Notwithstanding any other provisions to the contrary in this Section 10, the Architectural Committee may not approve construction or modification of any fence or any planting on any Lot which, in the Architectural Committee's sole opinion, would create a sight obstruction of any lake in the Subdivision. No fence, or other improvement, shall be erected upon a Lot which is deemed by the Architectural Committee to interfere with the common sprinkler system upon the Properties, or which interferes with the landscape maintenance performed by the Association, thereby increasing the amount of trimming or edging required to be done, or increase in any other manner the cost of maintenance of the landscaping by the Association, unless otherwise specifically agreed to in writing by the Association.

Section 11. INSURANCE.

11.1 Units. The Association has no responsibility to purchase or maintain any fire or hazard

insurance with respect to the dwellings or other improvements upon Lots; the Owners thereof shall be solely responsible therefor.

11.2 Flood Insurance. If the Properties become located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Association shall obtain and pay the premiums upon a policy of flood insurance on Common Areas and any buildings or other common property covered by the required form of policy (herein "Insurable Property"), in an amount deemed appropriate, but not less than the following:

The lesser of (i) the maximum coverage available under NFIP for all buildings and other Insurable Property within any portion of the Common Areas located within a designated flood hazard area; or (ii) one hundred (100%) percent of current "replacement cost" of all such buildings and Other Insurable Property.

11.3 Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage covering all the Common Areas. The coverage shall be at least for One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be canceled or substantially modified by any party, without at least ten (10) days prior written notice to the Association.

11.4 Fidelity Bonds. The Association shall maintain a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or funds administered by the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a management agent, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of, the Association. The amount of the fidelity bond shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three months aggregate assessments on all Lots, plus reserve funds. The fidelity bonds required herein must meet the following requirements:

11.4.1 Fidelity bonds shall name the Association as an obligee.

11.4.2 The bonds shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee," or similar terms or expressions.

11.4.3 The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent, or its officers, employees and agents), shall be paid by the Association as a common expense.

11.4.4 The bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days prior written notice to the Association.

11.5 Purchase of Insurance. All insurance purchased pursuant to this Section 11 shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to Owners and any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners and the Association, their respective servants, agents and guests. Each Owner and the Association hereby agree to waive any claim against each other and against other Owners for any loss or damage for which Insurance hereunder is carried where the insurer has waived its

rights of subrogation as aforesaid.

11.6 Cost and Payment of Premiums. The Association shall pay the cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Owners and any other fees or expenses occurred which may be necessary or incidental to carry out the provisions hereof.

11.7 Owners' Responsibility. Each Owner may obtain insurance, at his own expense, affording coverage upon his own personal property and for his own liability and living expenses as he deems advisable. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right of contribution.

11.8 Association as Agent. The Association is irrevocably appointed agent for each Owner, for each Owner of a Mortgage upon a Lot and for each Owner of any other interest in a Lot or the Common Areas to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

11.9 Estimates. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board may desire, or those required by Institutional Mortgagees involved.

Section 12. PROHIBITED USES.

12.1 Garbage and Trash. All garbage cans, trash containers, bicycles and other personal property shall be kept, stored and placed in an area not visible from outside the Unit. Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities. Garbage cans and trash containers shall be placed at the curbside no sooner than the evening before and removed no later than the evening of the scheduled pick-up.

12.2. Structures. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected or maintained without the prior approval of the Architectural Committee. Structures shall include, but not be limited to, play sets and/or jungle gyms, in-ground and above-ground pools, spas, hot tubs, and associated structures.

12.3. Pets and Animals. Pets and animals shall be permitted, only as provided for in this Section.

12.3.1 Animals and pets shall be restricted to cats, dogs, fish, domestic birds, hamsters, lizards, gerbils, turtles, guinea pigs and rabbits, provided that they are not kept, bred or maintained for any commercial purpose. The foregoing restriction shall apply to animals/pets which visit the community. No other animals, livestock or poultry of any kind shall be raised, bred or kept on a Lot.

12.3.2 All dogs and cats must be inoculated against rabies by a duly qualified and licensed veterinarian and shall also be inoculated in like manner in such cases of emergency whenever ordered by the Board of Health of the State of Indiana.

12.3.3 When outside the Unit, all dogs and cats must be accompanied by an attendant who shall have such dog/cat firmly held by collar and leash, which leash shall not exceed eight (8) feet in length. No cats or dogs shall be permitted to run at large outside of the Unit; this shall not prohibit a cat or dog from being maintained without a leash or other restraint within any enclosed privacy area of the Lot in which the dog or cat resides and/or is maintained.

12.3.4 The owner/custodian of each animal and pet and/or the individual walking same, shall be required to clean up after the animal/pet.

12.3.5 The owner/custodian of the animal or pet shall remove his or her animal or pet from

the Community when such animal or pet emits excessive noise such that the same may be heard outside of the Unit.

12.3.6 The animal/pet owner and the Lot Owner of the Lot involved shall be strictly liable for damages caused to the Common Area by the animal/pet.

12.3.7 Any animal/pet owner's right to have an animal/pet reside in or visit the Subdivision shall have such right revoked if the animal/pet shall create a nuisance or shall become a nuisance as may be determined by the Board of Directors of the Association.

12.4 Stables. No stable, livery stable, barn, or kennel shall be erected, constructed, permitted or maintained on any Lot.

12.5 Vehicles and Parking. The following restrictions apply irrespective of whether the properties in question lie within areas owned by or dedicated by a governmental entity:

12.5.1 Prohibited Vehicles or Items. This Section 12.5.1 contains prohibited vehicles or items which are prohibited and shall not be entitled to park anywhere within the Subdivision. The prohibited vehicles and items are as follows: trucks, vans; recreation vehicles; mobile homes; motor homes; campers; buses; all terrain vehicles; off-road vehicles; go carts; three-wheel motorized vehicles; commercial vehicles; limousines; mopeds; dirt bikes; and other such motor vehicles; and boats and trailers, unless such vehicles are parked/stored in the garage of the Unit with the garage door closed, with the exception of being permitted to be parked un-garaged on a Lot for periods not to exceed 48 hours, or for a period of which is in the aggregate in excess of 16 days per calendar year. Notwithstanding the foregoing or anything in this Section 12.5.1 to the contrary, the foregoing shall not apply to and shall expressly exclude utility vehicles. As used herein the term "utility vehicle" is intended to include certain vehicles which are used as and have the same characteristics as a passenger vehicle, such as, but not limited to, Chevrolet Blazers, Ford Broncos and Explorers, and Chrysler Jeep Cherokees, and whether or not such vehicle is classified as a "utility vehicle" by the most current edition of the Guide, as hereinafter defined, or its manufacturer. The Board of Directors shall have the sole authority to determine whether any vehicle falls within the definition of "utility vehicle" as used herein. Should the Guide adopt a definition or classification of a "utility vehicle" consistent with the intended meaning of same as used herein, then the Board shall defer to such definition or classification established by the Guide.

12.5.2 Exception to 12.5.1. Above. The following vehicles shall not be subject to the parking restrictions contained in Section 12.5.1 above, and shall be entitled to park within the designated areas for parking in the Subdivision, subject to the restrictions and provisions contained in Sections 12.5.2 (a) through 12.5.2 (e) below.

(a) A moving van, but only for the purpose of loading and unloading and at no time shall same park during the hours of 9:00 p.m. to 6:00 a.m.

(b) Vehicles, regardless of classification, necessary for the maintenance, care or protection of the properties, and only for the time period during which the maintenance, care or protection is being provided.

(c) Service and Delivery Vehicles, regardless of classification, during regular business hours and only for that period of time to render the service or delivery in question.

(d) Vehicles for the handicapped bearing identification as such by an applicable governmental authority.

(e) Certain vans described as follows: Subject to that provided above, a two-axle van as defined below which does not exceed the manufacturers' standard length, height and width of the particular van in a customized converted condition; used for family or personal transportation and which is not a commercial vehicle as defined below; which contains at least two (2) rows of seating and windows on each side of the vehicle adjacent to at least each of the first two (2) rows of seating; and which is or would be registered in the State of Indiana as a passenger station wagon or

equivalent shall be permitted to park on the Lot. The Association is permitted to make a presumption that the foregoing criteria are met without the receipt of specific information or vehicle registration, unless upon visual inspection, it is obvious that any of the criteria are not met. The owner or custodian of the vehicle shall submit to the Association reasonable information and documentation (including title and/or registration) concerning the vehicle upon request.

12.5.3 Classifications and Definitions.

(a) The most current edition of the N.A.D.A. Official Used Car Guide ("Guide") shall determine the classification of whether a vehicle is in fact a truck or van, or whether it is a passenger automobile. If the Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the Board of Directors to be used to determine vehicle classifications hereunder. Except otherwise provided as to certain vans under Section 12.5.2 (e), above, a State registration or title classification shall have no bearing on determination of the classifications under this Section 12.5.3 (a).

(b) A "commercial vehicle" shall mean any motor vehicle; which has an outward appearance of being used in connection with business such as: the vehicle displays work equipment to view.

(c) A "truck" shall mean any motor vehicle which is classified as a truck in accordance with Section 12.5.3 (a) above.

(d) A "van" shall mean any motor vehicle which is classified as a van in accordance with Section 12.5.3 (a) above and which is recognized by the manufacturer to be a type of a van, and which has two (2) axles. Notwithstanding the foregoing to the contrary, a pick-up truck shall not be considered to be a van by the addition of a camper top or similar topping.

12.5.4 All motor vehicles must be maintained as to not create an eyesore in the Subdivision.

12.5.5 Parking restrictions may be created and enforced by the Board of Directors by Rule and Regulation.

12.5.6 Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas and/or streets. Racing engines and loud exhausts shall be prohibited. No vehicle shall be parked with motor running.

12.5.7 The following restrictions also apply:

(a) No repair (including changing of oil) of a vehicle shall be made within the Subdivision except for minor repairs necessary to permit removal of a vehicle, unless they are made in the garage of a Unit with the garage door closed. However, washing or waxing of a vehicle is permitted outside the garage.

(b) No motor vehicle requiring registration which is unregistered shall be driven or operated in the Subdivision at any time for any reason.

(c) All personal vehicles which can be appropriately parked within a standard-size parking stall may be parked on the Lot. No vehicles of any nature shall be parked on any portion of the Subdivision or a Lot except on the surfaced, parking area thereof. No parking will be permitted on sidewalks at any time, or on the streets between 2:00 a.m. and 6:00 a.m.

12.5.8 Remedies of Towing. If upon the Association's provision of that notice required by Indiana Statutes, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Subdivision, the Association shall have the option and right to have the vehicle towed away at the Vehicle owner's expense. By this provision, each Owner and vehicle owner consents to such tow. In the event that the vehicle owner fails to pay the towing costs upon demand, the Association shall have the right to levy a charge for the costs against

the Lot and Owner in question, for his/her family, lessees, guests, employees, visitors, etc. as owner(s) of the vehicle (as such, the Lot Owner is liable for the vehicle violations of his/her family, lessees, guests, visitors, etc.), and the Charge shall be collected as provided in this Section.

12.5.9 Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle towed, the Association shall have the right to seek compliance with this Section 12.5 by injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the governing documents. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 12.5.

12.6 Signs. No sign of any kind shall be displayed to the public view on a Lot and/or Unit without the prior consent of the Board of Directors, except signs used by a builder to advertise a Lot during the construction and sales periods.

12.7 No Business Activity. No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the properties, and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, trading or amusement establishment, quarry, pit, undertaking establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public baths, school, kindergarten, nursery school, sanitarium, asylum or institution shall be erected, maintained, operated, carried on, permitted or conducted on the Properties. Also prohibited are garage sales, yard sales and the like. Notwithstanding the foregoing, the following shall apply:

12.7.1 Home Occupations. No Lot shall be used for any purposes other than as a single-family residence, except that a home occupation, defined as follows, may be permitted. Any use conducted entirely within the unit and participated in solely by a member of the immediate family residing in said Unit for Unit purposes which 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 Unit is being utilized in whole or in part for any purpose other than that of a Unit; (b) no commodity is sold upon that Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the Unit; and (d) no mechanical or electrical equipment is used other than is customarily used in an office-at-home or by home hobbyist, and which is generally unsuitable for commercial applications.

12.7.2 The practice of leasing Units shall not be considered as a business activity under this Section 12.7.

12.8 Maintenance. All Units and Lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All Lots and/or Units shall be maintained in first class condition with well kept lawn and well maintained landscaping.

12.9 Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on a Lot which may be or become an annoyance or nuisance to residents in the Subdivision. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of a Lot other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of a Lot by the occupants thereof shall be permitted, and no speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on a Lot which are audible, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

12.10 Unlawful Uses. No improper, offensive or unlawful use shall be made of any Lot and/or Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

12.11 Antennas. No radio or television antenna with more than 24 square feet of grid area, or that attains a height in excess of 6 feet above the highest point of the roof of a residence, shall be attached to a residence on a Lot. No free-standing radio or television antenna shall be permitted on

a Lot. No solar panels (attached, detached or free-standing) are permitted on a Lot. A satellite receiving disk or dish shall be permitted on a Lot, provided however, that the installation and location thereof must be approved by the Committee under Section 10.

12.12 Clothes Line. No clothes, linens, or the like, shall be hung in any manner outside of a Unit. No clothes lines or poles shall be permitted.

12.13 Wells. No individual water supply system shall be permitted on any Lot, except the installation required for a geothermal heating and cooling system.

12.13.1 Owner of lots in the Plat shall have the right to install and maintain the following described types of geothermal heating and cooling systems ("Systems") to service residences located on the Owner's Lots, and the right to use the Association property described below:

12.13.2 A System with a closed loop heat exchanger designed to use retention or detention ponds located in Common Area adjacent to such Lots.

12.13.3 A System which uses and discharges well water from the System into retention or detention ponds located in Common Areas adjacent to such Lots.

12.13.4 Any Systems so installed must:

12.13.5 Satisfy regulations of the Indiana Department of Natural Resources, and all applicable federal, state, and local laws, ordinances, and regulations.

12.13.6 Satisfy reasonable requirements of the applicable governmental agency regarding surface water drainage and erosion control; and obtain approval from The La Cabreah Community Association, Inc.

12.13.7 Be installed according to approved guidelines of, and by technicians certified by, the International Ground Source Heat Pump Association.

12.13.8 Any Owner using property owned by the Association for the purpose described in Section 12.13.1 agrees to indemnify and hold the Association harmless from and against all claims, losses, damages, and judgments (including reasonable attorney fees and litigation expenses) caused by, or resulting from, the Owner's use of Association property in connection with the Systems.

12.14 Sidewalks. Operation of motorized vehicles is not permitted on the sidewalks or pass-thru casements on the Subdivision. This excludes wheelchairs or other devices employed by the handicapped.

12.15 Garage Doors. Garage doors must be kept closed between the hours of 11:00 p.m. through 5:00 a.m. except when otherwise necessary for ingress and egress.

12.16 Watercraft. No Watercraft of any description is permitted on any pond.

12.17 Occupancy of Units. Each Unit shall be occupied by Owners and tenants and their family members, as a residence, as a single family dwelling, and for no other purpose.

12.18 Use. No person shall use the Lots and/or Units or any parts thereof, in any manner contrary to this declaration.

Section 13. GENERAL PROVISIONS.

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

attached garage to accommodate not less than two cars. Such garage shall be built as part of the residence, shall have a floor area of not less than 440 square feet, and shall have one or more doors with an aggregate width of not less than 16 feet.

13.2 Unit 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 1,500 square feet for a one-story residence, or less than 2,000 square feet of total living area, (excluding one-story open porches, breezeways and garages), for a residence that has more than one story.

13.3 Building Lines. No residence shall be located on a Lot nearer to the front building setback Lot line, or nearer to the side street building setback line than the minimum building setback lines shown on the Plat. In addition, no residence shall be located nearer than a distance of 7 feet to the side Lot line on any Lot having a distance greater than 70.00 feet in width at the front building line; no residence shall be located nearer than a distance of 10 feet to the side Lot line on any Lot having a distance greater than 100.00 feet in width at the front building line and no dwelling shall be located on an interior Lot nearer than 25 feet to the rear Lot line.

13.4 Minimum Lot Size. No residence shall be erected or placed on a Lot having a width of less than 63 feet at the minimum building setback line, nor shall any residence be erected or placed on any Lot having an area of less than 10,000 square feet.

13.5 Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. No Owner shall erect on a Lot, or grant to any person, firm or corporation the right, license, or privilege to erect or use, or permit the use of, overhead wires, cable, poles or overhead facilities of any kind for any utility service or 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 contained 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 that constructs the residence or structure, and shall carry not less than 3 wires and have a capacity of not less than 200 amperes. Any public utility charged with the maintenance of underground installations shall have access to all easements in which said installations are located for operation, maintenance and replacement of service connections.

13.5.1 All easements dedicated on the Plat or these Covenants shall be kept free of all permanent structures, and any structure, shrubbery, trees, or other installation thereon, whether temporary or permanent, shall be subject to the paramount right of the entities for which such easements are intended to benefit, to install, repair, maintain or place any utilities, including but not limited to electrical, phone, water and sewage utilities, and the removal of any such obstructions by utilities or sewage treatment works shall in no way obligate them either in damages or to restore the easement or any obstruction thereon to its original form.

13.6 Surface Drainage Easements. Surface drainage easements and Common Area used for drainage purposes as shown on the Plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the surface of the Real Estate shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the Association (or proper public authority having jurisdiction over storm drainage) shall have the right to determine if any obstruction exists, and to repair and maintain, or require such repair and maintenance, as shall be reasonably necessary to keep the conductors unobstructed.

13.7 Oil Drilling. No oil drilling, oil development operations, 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.

13.8 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.

13.9 Workmanship. All structures on a Lot shall be constructed in a substantial, good 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.

13.10 Driveways. All driveways on Lots from the street to the garage shall be poured concrete and not less than 16 feet in width, provided however, in the event the driveway serves a side loading garage, then in that event, the driveway shall be poured concrete and not less than 14 feet in width at the street.

13.11 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 government body having jurisdiction over the Subdivision as to maintenance and repair of said streets.

13.12 Storm Water Runoff. No rain and storm water runoff or such things as roof water, street pavement and surface water caused by natural precipitation, shall at any time be discharged or permitted to flow into the sanitary sewage system serving the Subdivision, which shall be a separate sewer system from the storm water and surface water runoff sewer system. No sanitary sewage shall at any time be discharged or permitted to flow into the Subdivision's storm and surface water runoff sewage system.

13.13 Completion of Infrastructure. Before any residence on a Lot shall be used and occupied as such, the Developer, or any subsequent Owner of the Lot, shall install all infrastructure improvements serving the Lot as shown on the approved plans and specifications for the Subdivision filed with the Zoning Authority and other governmental agencies having jurisdiction over the Subdivision. This covenant shall run with the land and be enforceable by the Zoning Authority or by any aggrieved Owner.

13.14 Certificate of Compliance. Before a Lot may be used or occupied, such user or occupier shall first obtain from the City of Fort Wayne Zoning Administrator the improvement location permit and certificate of compliance required by the Fort Wayne City Zoning Ordinance.

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

13.16 Invalidation. Invalidation of any one of these Covenants by judgement or court order shall not affect the remaining provisions, and such provisions shall remain in full force and effect.

13.17 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.

13.18 Amendments. Any provision of these Covenants may be amended, but such amendment is subject to the following requirements and limitations:

13.18.1 After primary residences are constructed on all Lots in the Plat and certificates of compliance are issued by the Zoning Authority for such residences, in order to amend a provision of these Covenants, an amendatory document must be signed by the Owners of at least 75% of the Lots in the Subdivision of Tesoro at La Cabreah.

13.18.2 Until primary residences are constructed on all Lots in the Plat and

certificates of compliance are issued for those residences, in order to amend the Covenants, Developer, in addition to those persons whose signatures are required under Section 13.18.1, also must sign the amendatory document.

13.18.3 Notwithstanding the provision of Section 13.18.1, Developer, and its successors and assigns shall have the exclusive right for a period of four years from the date the Plat and these Covenants are recorded, to amend any of the Covenant provisions (except Section 13.2) without approval of the Owners.

13.18.4 In order for any amendment of these Covenants to be effective, the approval of the Zoning Authority shall be required.

13.19 Lot Size Alterations. No Lot or combination of Lots may be further subdivided until approval for such subdivision has been obtained from the Zoning Authority; except, however, the Developer and its successors in title shall have the absolute right to increase the size of any Lot by adding to such Lot a part of an adjoining Lot (thus decreasing the size of such adjoining Lot) so long as neither of the Lots from which land was added or deleted violates the limitations imposed under Section 1.10 and the requirements of Section 13.4.

13.20 Attorney Fees and Related Expenses. In the event the Association, Developer, an Owner, or the Zoning Authority is successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, or charge now or subsequently imposed by the provisions of these Covenants, the successful party shall be entitled to recover from the party against whom the proceeding was brought, the attorney fees and related costs and expenses incurred in such proceeding.

13.21 Sidewalks. Plans and specifications for the Plat approved by and on file with the Zoning Authority require the installation of concrete sidewalks within the street rights-of-way in front of all lots. Installation of such sidewalks shall be the obligation of the Owners of those Lots (exclusive of Developer). The sidewalks to be located on a Lot shall be completed in accordance with such plans and specifications prior to the issuance of a certificate of compliance for such Lot. This Covenant is enforceable by the Zoning Authority or its successor agency, by specific performance or other appropriate legal or equitable remedy. Should a certificate of compliance be issued to Developer for a Lot on which sidewalk must be constructed, Developer shall be considered as an Owner subject to enforcement of this Covenant with respect to that Lot.

13.22 Flood Protection Grades. In order to minimize potential damage to residences from surface water, minimum flood protection grades are hereby established as set forth below. All residences on such Lots shall be constructed so that the minimum elevation of the first floor, or the minimum elevation of the higher of either, a) window sill or door sill; b) the top of a window well or c) the top of a structure constructed around a patio, of any opening below the first floor, equals or exceeds the applicable minimum flood protection grade established in this Section 13.22. The flood protection grades shall be Mean Sea Level and shall be as follows:

Lots 1 through 4	836.3 feet mean sea level
Lots 12 through 17	839.7 feet mean sea level

Section 14. COOPERATION WITH THE LA CABREAH COMMUNITY ASSOCIATION.

14.1 The Tesoro at La Cabreah Community Association shall be obligated, as a common expense, to pay to The La Cabreah Community Association, Inc., its share for maintenance of the entrance off of Dupont Road. For purposes of this Section, roads outside Tesoro at La Cabreah shall not be considered as "shared" common areas, except for the entrance off of Dupont Road. The Developer shall determine the respective shares of such expenses to be attributed to each Association.

PREFACE FOR LOTS 18 THROUGH 21 (SINGLE FAMILY RESIDENTIAL LOTS)

In addition to the recordation of the Plat and this document, have been recorded articles of incorporation of The La Cabreah Community Association, Inc., and each owner of Lots 18 through 21 shall become a member that said association, and be bound by its articles of incorporation and bylaws.

Section 15. DEFINITIONS. The following words and phrases shall have the meanings stated, unless the context clearly indicates that a different meaning is intended:

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

15.2 "Association". The La Cabreah Community Association, Inc., an Indiana nonprofit corporation, and its successors and assigns.

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

15.4 "Bylaws". The bylaws adopted by The La Cabreah Community Association, Inc., and all amendments to those bylaws.

15.5 "Committee". The Architectural Control Committee established under Section 5 of the Covenants.

15.6 "Common Area". All real property owned by the Association for the common use and enjoyment of Owners.

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

15.8 "Developer". SBB Development Corp., an Indiana corporation, and its assigns and successors in interest in the Real Estate.

15.9 "Lot", and in plural form, "Lots". Any of the platted lots in the Plat, or any tract(s) of Real Estate which may consist of one or more Lots or part(s) of them upon which a residence is erected in accordance with the Covenants, or such further restrictions as may be imposed by any applicable zoning ordinance; provided, however, that no tract of land consisting of part of Lot, or parts of more than one Lot, shall be considered a "Lot" under these Covenants unless the tract has a frontage of at least 85 feet in width at the established front building line as shown on the Plat.

15.10 "Owner", and in the plural form, "Owners". The record owner(s) (whether one or more persons or entities) of fee simple title to the Lots, including contract sellers, but excluding those having an interest in a Lot merely as security for the performance of an obligation.

15.11 "Zoning Authority". The applicable governmental Plan Commission and/or Zoning Authority, or its successor agency, then having zoning authority and jurisdiction over the Real Estate to issue improvement location permits, and to issue certificates of occupancy for residences constructed on.

15.12 "Plat". The recorded secondary plat of Tesoro at La Cabreah as it applies to Lots 18 through 21.

15.13 "Subdivision". Section I through VII of La Cabreah.

Section 16. PROPERTY RIGHTS.

16.1 Owners' Easement 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.

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

16.1.2 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 an 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.

16.1.3 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.

16.1.4 To dedicate or transfer all or any part of the Common Area or any interest or easement therein to any public agency, authority or utility upon the vote and approval of at least two-thirds (2/3) of each class of Association members. Provided however, that Developer, without such vote and approval, may, prior to the time when fee simple title to all Lots have been conveyed by Developer, transfer, dedicate or convey such portions of the Common Area to adjoining Lot Owners as necessary to allow such adjoining owners to comply with the requirements of the Zoning Authority, permit requirements, or with provisions of Section 6, and the Developer may convey easements in, on and over any Common Area to a public utility, to any Common Area to the Association, but no such easement shall be granted over areas on which structures or buildings then exist. No such dedication or transfer, except those made by Developer as provided above, 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.

16.2 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 17. MEMBERSHIP AND VOTING RIGHTS

17.1 Every Owner of Lots 18 through 21 shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

Section 18. COVENANT FOR MAINTENANCE ASSESSMENTS

18.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of Lots 18 through 21, 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 each 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.

18.2 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 improvement of facilities in the Subdivision. In addition, assessments shall be levied to provide for the proportionate burden of the maintenance of the common impoundment basins into which the Subdivision's surface waters drain.

18.3 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 Four Hundred-Fifty (\$450.00) per Lot. Subsequent assessments may be made as follows:

18.3.1 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.

18.3.2 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.

18.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized in Section 18.3, 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 or an existing capital improvement in the Common Area, including fixtures and related personal property; provided that any such assessment shall require the vote or written assent of 75% of each class of members of the Association; and provided, further, that no such special 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 the Common Area, or pay its prop rata share of the cost of maintaining the common impoundment basin.

18.5 Notice and Quorum for Any Action Authorized Under Subsections 18.3 and 18.4. Any action authorized under Sections 18.3 and 18.4 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 a majority of the votes cast at such meeting, but such vote is less than the requisite percentage 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.

18.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots 18 through 21, and may be collected on a monthly or yearly basis.

18.7 Date of Commencement of Annual Assessment/s Due Dates. The annual assessments allowed under Section 18.3 shall commence as to Lots 18 through 21 then subject to an assessment, on the first day of the month following the first conveyance of a Lot by Developer. The first annual assessment shall be pro rated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of the date the annual assessment is due. Written notice of the annual assessment shall be 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.

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

18.8.1 Any assessment not paid within 30 days after its due date shall bear interest from the due date at the rate of 12% per annum, or at the legal rate of interest in Indiana, whichever is higher.

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

Owner to timely pay assessments made under this Section 18.

18.9 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 19. ARCHITECTURAL CONTROL.

19.1 Construction Approval. No structure or improvement, including but not limited to, building, residence, garage, fence, wall, in-ground swimming pool and spa, exterior lighting, swing set, play equipment, permanent basketball goals or other structures for sports and recreation, statues, lawn ornaments, or other non-living landscaping ornamentation device or any other structure shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition (collectively, a structures), change or alteration be made to a structure on a Lot unless and until the plans and specification showing the structure nature, kind, shape, height, materials and location are submitted to and approved by the Architectural Control Committee in writing as to the structure's harmony of external design and location in relation to the surrounding structures and topography in the Plat. The Developer shall serve as the Architectural Control Committee until residences are constructed on all Lots in the Plat at which time the Board of Directors of the Association shall serve as the Architectural Control Committee. Until the Association succeeds to the Architectural Control Committee's responsibilities pursuant to Section 19.4, the Developer may from time to time, in writing, appoint another entity, individual, or group of individuals to act as its representative for the Developer in some or all matters regarding its rights, duties, and responsibilities under Section 19. The burden of proof shall be upon the party submitting the plans and specifications (including any landscaping plans) to conclusively establish that the plans and specifications were actually submitted for approval and that the structure is harmonious with the external design and location in relation to the surrounding structures and topography in the Plat. The Developer shall have the right to temporarily exempt any Builder or Lot Owner from submitting landscaping plans. Such exemption may be revoked at any time by the Developer and the Lot Owner shall thereafter be required to submit for approval a landscaping plan and to install the approved landscaping pursuant to these covenants.

19.2 The Committee shall have the exclusive authority and responsibility to review plans for construction of the primary residences in the Plat. 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 Plat. Such delegation shall be made in writing, signed by a majority of the Committee members, and delivered or mailed to the Association's registered office.

19.3 After primary residences are constructed on all Lots 18 through 21, the Board of Directors (or other entity designated under its Articles or Bylaws) shall succeed to the Committee's responsibilities under this Section 19 to review subsequent construction, modifications and additions of structures in the Subdivision.

19.4 In the event the Committee (or Board of Directors or other entity acting under Sections 19.2 or 19.3), 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 19 will be deemed to have been given.

19.5 Notwithstanding any other provisions to the contrary in this Section 19, the Committee may not approve construction or modification of any fence on Lots 18 through 21 inclusive, which, in the Committee's sole opinion, would create a sight obstruction of any lake in the Subdivision.

Section 20. GENERAL PROVISIONS.

20.1 Use. Lots may not be used except for single-family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family residence not to exceed two and one-half stories in height. Each residence shall have a garage which shall be built as part of the residence, shall have a floor area of not less than 660 square feet, and shall have two or more doors with an aggregate width of not less than 24 feet.

20.2 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 2,000 square feet for a one-story residence, or less than 2,400 square feet of total living area, (excluding one-story open porches, breezeways and garages), for a residence that has more than one story.

20.3 Building Lines. No residence shall be located on a Lot nearer to the front building setback Lot line, or nearer to the side street building setback line than the minimum building setback lines shown on the Plat. In addition, no residence shall be located nearer than a distance of 7 feet to the side Lot line on any Lot having a distance greater than 70.00 feet in width at the front building line; no residence shall be located nearer than a distance of 10 feet to the side Lot line on any Lot having a distance greater than 100.00 feet in width at the front building line and no dwelling shall be located on an interior Lot nearer than 25 feet to the rear Lot line.

20.4 Minimum Lot Size. No residence shall be erected or placed on a Lot having a width of less than 85 feet at the minimum building setback line, nor shall any residence be erected or placed on any Lot having an area of less than 10,500 square feet.

20.5 Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat and over the rear 10 feet of each Lot. No Owner shall erect on a Lot, 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 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 200 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.

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

20.7 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.

20.8 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 either temporarily or permanently; provided, however, that basements may be constructed in connection with the construction and use of a single-family residence building.

20.9 Outside Storage. No boat, boat trailer, recreational vehicle, motor home, truck, camper or any other wheeled vehicle shall be permitted to be parked ungaraged on a Lot for periods in excess of 48 hours, or for a period of which is in the aggregate is in excess of 8 days per calendar year. The term "truck" as used in this Section 20.9 means every motor vehicle designed, used, or maintained primarily for the transportation of property, which is rated one-ton or more.

20.9.1 Prohibited Parking. Parking of any vehicle or other wheeled device whether licenced or unlicenced shall be prohibited within the street right of way of La Cabreah Lane between a point 100 feet North of the north property line of Lot number 18 and a point 100 feet South of the south property line of Lot number 21.

20.10 Free-Standing Poles. No clotheslines or clothes poles, or any other free-standing, semi-permanent or permanent poles, rigs, or devices, regardless of purpose, with the exception of a flag pole displaying the United States Flag and a basketball pole, shall be constructed, erected or located or used on a Lot, provided however, that the installation and location thereof must be approved by the Committee under Section 19.

20.11 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.

20.12 Antennas. No radio or television antenna with more than 24 square feet of grid area, or that attains a height in excess of 6 feet above the highest point of the roof of a residence, shall be attached to a residence on a Lot. No free-standing radio or television antenna shall be permitted on a Lot. No solar panels (attached, detached or free-standing) are permitted on a Lot. Satellite receiving disk or dish shall be permitted on a Lot, provided however, that the installation and location thereof must be approved by the Committee under Section 19.

20.13 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.

20.14 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 that they are not kept, bred or maintained for any commercial purpose.

20.15 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.

20.16 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.

20.17 Driveways. All driveways on Lots from the street to the garage shall be poured concrete and not less than 16 feet in width, provided however, in the event the driveway serves a side loading garage, then in that event, the driveway shall be poured concrete and not less than 14 feet in width at the street.

20.18 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 or any governmental body having jurisdiction over

the Subdivision as to maintenance and repair of said streets.

20.19 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 sewer system serving the Subdivision, which shall be a separate sewer system from the storm water and surface water runoff sewer system. No sanitary sewage shall at any time be discharged or permitted to flow into the Subdivision's storm and surface water runoff sewer system.

20.20 Completion of Infrastructure. Before any residence on a Lot shall be used and occupied as such, the Developer, or any subsequent Owner of the Lot, shall install all infrastructure improvements serving the Lot as shown on the approved plans and specifications for the Subdivision filed with the Plan Commission and other governmental agencies having jurisdiction over the Subdivision. This Covenant shall run with the land and be enforceable by the Plan Commission or by any aggrieved Owner.

20.21 Certificate of Compliance. Before a Lot may be used or occupied, such used or occupier shall first obtain from the Allen County Zoning Administrator the improvement location permit and certificate of compliance required by the Allen County Zoning Ordinance.

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

20.23 Invalidation. Invalidation of any one of these Covenants by judgment or court order shall not affect the remaining provisions, and such provisions shall remain in full force and effect.

20.24 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.

20.25 Amendments. Any provision of these Covenants may be amended, but such amendment is subject to the following requirements and limitations:

20.25.1 After primary residences are constructed on all Lots in the Plat and certificates of compliance are issued by the Zoning Authority for such residences, in order to amend a provision of these Covenants, an amendatory document must be signed by the Owners of at least 75% of the Lots in the Subdivision of Tesoro at La Cabreah.

20.25.2 Until primary residences are constructed on all Lots in the Plat and certificates of compliance are issued for those residences, in order to amend the Covenants, Developer, in addition to those persons whose signatures are required under Section 13.18.1, also must sign the amendatory document.

20.25.3 Notwithstanding the provision of Section 13.18.1, Developer, and its successors and assigns shall have the exclusive right for a period of four years from the date the Plat and these Covenants are recorded, to amend any of the Covenant provisions (except Section 13.2) without approval of the Owners.

20.25.4 In order for any amendment of these Covenants to be effective, the approval of the Zoning Authority shall be required.

20.26 Subdivision of Lots. No Lot or combination of Lots may be further subdivided until approval for such subdivision has been obtained from the Plan Commission; except, however, the Developer and its successors in title shall have the absolute right to increase the size of any Lot by adding to such Lot a part of an adjoining Lot (thus decreasing the size of such adjoining

Lot) so long as the effect of such addition does not result in the creation of a "Lot" which violates the limitation imposed under Section 15.9.

Section 21. Attorney Fees and Related Expenses. In the event the Association, Developer, an Owner, or the Plan Commission is successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien, or charge now or subsequently imposed by the provisions of these Covenants, the successful party shall be entitled to recover from the party against whom the proceeding was brought, the attorney fees and related costs and expenses incurred in such proceeding.

Section 22. Sidewalks. Plans and specifications for the Plat approved by and on file with the Zoning Authority require the installation of concrete sidewalks within the street rights-of-way in front of all lots. Installation of such sidewalks shall be the obligation of the Owners of those Lots (exclusive of Developer). The sidewalks to be located on a Lot shall be completed in accordance with such plans and specifications prior to the issuance of a certificate of compliance for such Lot. This Covenant is enforceable by the Zoning Authority or its successor agency, by specific performance or other appropriate legal or equitable remedy. Should a certificate of compliance be issued to Developer for a Lot on which sidewalk must be constructed, Developer shall be considered as an Owner subject to enforcement of this Covenant with respect to that Lot.

Section 23. Flood Protection Grades. In order to minimize potential damage to residences from surface water, minimum flood protection grades are hereby established as set forth below. All residences on such Lots shall be constructed so that the minimum elevation of the first floor, or the minimum elevation of the higher of either, a) window sill or door sill; b) the top of a window well or c) the top of a structure constructed around a patio, of any opening below the first floor, equals or exceeds the applicable minimum flood protection grade established in this Section 23. The flood protection grades shall be Mean Sea Level and shall be as follows:

Lots 18 through 21	841.5 feet mean sea level
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Section 24. Mandatory Solid Waste Disposal. The Association shall be obligated to contract for disposal of garbage and other solid waste to and may pay for the cost of such disposal through assessments established under Section 18. An Owner who privately arranges for solid waste disposal to service the Owner's Lot shall not be excused from payment of any part of an assessment attributable to the cost of waste disposal for which the Association contracts under this Section 24. Provided however should any governmental agency assume the responsibility then the Association shall be released of the obligation.

Section 25. Geothermal Systems.

25.1 Owner of lots in the Plat shall have the right to install and maintain the following described types of geothermal heating and cooling systems ("Systems") to service residences located on the Owner's Lots, and the right to use the Association property described below:

25.1.1 A System with a closed loop heat exchanger designed to use retention or detention ponds located in Common Area adjacent to such Lots.

25.1.2 A System which uses and discharges well water from the System into retention or detention ponds located in Common Areas adjacent to such Lots.

25.2 Any Systems so installed must:

25.2.1 Satisfy regulations of the Indiana Department of Natural Resources, and all applicable federal, state, and local laws, ordinances, and regulations.


25.2.2 Satisfy reasonable requirements of the applicable governmental agency regarding surface water drainage and erosion control; and obtain approval from The La Cabreah Community Association, Inc.

25.2.3 Be installed according to approved guidelines of, and by technicians certified by, the International Ground Source Heat Pump Association.

25.3 Any Owner using property owned by the Association for the purpose described in Section 25.1 agrees to indemnify and hold the Association harmless from and against all claims, losses, damages, and judgments (including reasonable attorney fees and litigation expenses) caused by, or resulting from, the Owner's use of Association property in connection with the Systems.

IN WITNESS WHEREOF, SBB Development Corp., an Indiana corporation, by its duly authorized President, Joseph L. Zehr, Owner of the Real Estate has signed this document on this 10th day of October, 2006.

SBB Development Corp.,
DEVELOPER

By:  _____
Joseph L. Zehr, President


STATE OF INDIANA


§§:
COUNTY OF ALLEN

Before me, the undersigned, a Notary Public in and for said County and State, this 10th day of October, 2006, personally appeared Joseph L. Zehr, known to me to be the duly authorized President of SBB Development Corp., who acknowledged the execution of the above and foregoing.

My Commission Expires: 11-04-2011

County of Residence: Allen County
State of Indiana


Lisa A. Downey, Notary Public



This Instrument Prepared by: Thomas J. Blee, Attorney at Law.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law Lisa Downey.