

CURVE TABLE

NO.	CHORD BEARING	CHORD DIST.	ARC BEARING	ARC DIST.	CHORD BEARING	CHORD DIST.	ARC BEARING	ARC DIST.
1	S 89°49'53" E	346.07	89°49'53"	346.07	S 89°49'53" E	346.07	89°49'53"	346.07
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COMMON AREAS

NO.	DESCRIPTION	AREA (SQ. FT.)
1	Block E	10,000
2	Block F	10,000
3	Block G	10,000
4	Block H	10,000
5	Block I	10,000
6	Block J	10,000
7	Block K	10,000
8	Block L	10,000
9	Block M	10,000
10	Block N	10,000
11	Block O	10,000
12	Block P	10,000
13	Block Q	10,000
14	Block R	10,000
15	Block S	10,000
16	Block T	10,000
17	Block U	10,000
18	Block V	10,000
19	Block W	10,000
20	Block X	10,000
21	Block Y	10,000
22	Block Z	10,000

APPROVALS

APPROVED by the Allen County Board of Commissioners on 9 Sept. 2001

Carroll Creek
Allen County Auditor

APPROVED by the Allen County Department of Planning Services on 10.08.01

Allen County
Director

APPROVED by the Allen County Planning Commission on 2 February 2001

Allen County
President

APPROVED by the Allen County Surveyors for drainage only on September 2001

Allen County
Surveyors

APPROVED by the Allen County Board of Health on 0.08.01

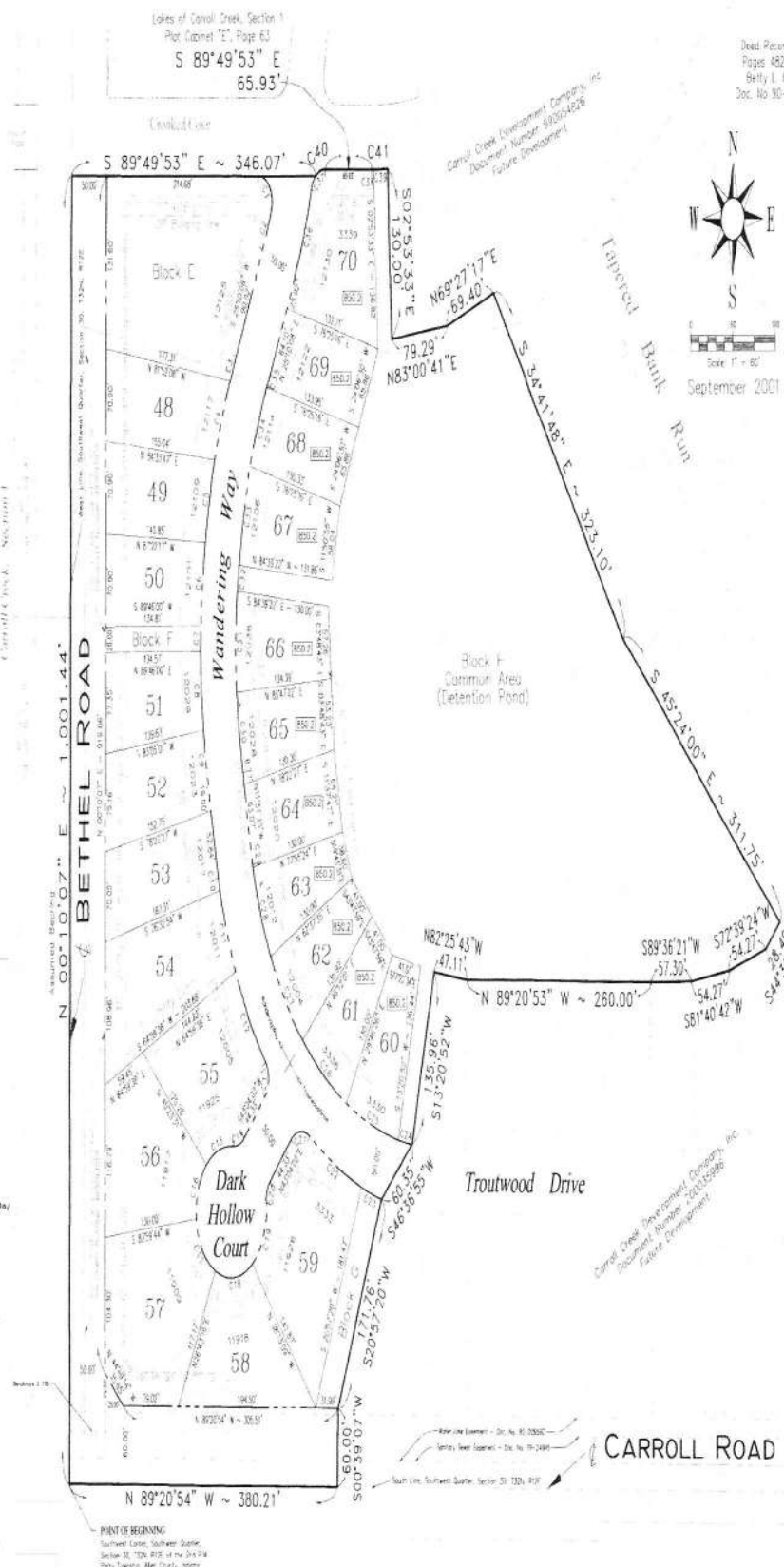
Allen County
Board of Health

OWNER CERTIFICATION

Carroll Creek Development Company, Inc. the owner by virtue of these deeds shown in Documents 99054846, 99059050 and 20020996 in the Office of the Recorder of Allen County, Indiana, of the real estate shown and described herein, do hereby, as off, plat and subdivision, and real estate in accordance with the information shown on the final plat. This subdivision shall be known and designated as Lakes of Carroll Creek, Section 2, in Addition to Allen County, Indiana.

Carroll Creek Development Company, Inc.
President

For First Amendment to Plats 200204710
 8/14/02



Deed Record 461
 Pages 482-483
 Betty L. Heck
 Doc. No. 90-44154

Plat Cab D Pg. 140
 Secondary Plat of

The Lakes of CARROLL CREEK

SECTION 2

A PLANNED RESIDENTIAL SUBDIVISION IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 30, T32N, R12E, PERRY TOWNSHIP, ALLEN COUNTY, INDIANA

September 2001

BOUNDARY DESCRIPTION

Part of the Southwest Quarter of Section 30, Township 32 North, Range 12 East in Perry Township, Allen County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of said Southwest Quarter, being the intersection of the centerlines of Carroll Creek and Bethel Road, thence North 03 degrees 10 minutes 11 seconds East (bearing being and base of bearings to follow), a distance of 100.44 feet along the West line of said Southwest Quarter and centerline of Bethel Road to the Southwest corner of said Carroll Creek, Section 2, located in Plat Cabinet "E", page 63 in the Office of the Recorder of Allen County, Indiana, thence South 89 degrees 49 minutes 53 seconds East, a distance of 346.07 feet to the point of curvature of a non-tangent curve with a radius of 2000 feet, continue to the Southwest, thence South 89°49'53" West, a distance of 44.45 feet, through a spiral angle of 84 degrees 24 minutes 30 seconds, the chord of which bears North 89 degrees 21 minutes 46 seconds East, a distance of 38.84 feet, thence South 89 degrees 49 minutes 53 seconds East, a distance of 19.55 feet to the point of curvature of a tangent curve with a radius of 4210 feet, connect to the North, thence East along said curve an arc distance of 20.11 feet through a central angle of 22 degrees 02 minutes 40 seconds, the chord of which bears North 88 degrees 38 minutes 11 seconds East, a distance of 22.70 feet, thence South 89 degrees 53 minutes 33 seconds East, a distance of 100.00 feet, thence North 89 degrees 53 minutes 41 seconds West, a distance of 73.29 feet, thence North 89 degrees 53 minutes 41 seconds East, a distance of 68.42 feet, thence South 84 degrees 41 minutes 48 seconds East, a distance of 103.13 feet, thence North 45 degrees 28 minutes 03 seconds East, a distance of 317.75 feet, thence South 44 degrees 38 minutes 20 seconds West, a distance of 28.49 feet, thence South 77 degrees 58 minutes 24 seconds West, a distance of 34.22 feet, thence South 89 degrees 49 minutes 42 seconds West, a distance of 54.27 feet, thence South 89 degrees 49 minutes 42 seconds West, a distance of 12.31 feet, thence North 89 degrees 25 minutes 43 seconds West, a distance of 260.00 feet, thence North 89 degrees 25 minutes 43 seconds West, a distance of 47.11 feet, thence South 89 degrees 25 minutes 43 seconds West, a distance of 125.86 feet, thence South 46 degrees 38 minutes 55 seconds West, a distance of 46.32 feet, thence South 20 degrees 51 minutes 01 seconds West, a distance of 177.76 feet, thence South 20 degrees 51 minutes 01 seconds West, a distance of 60.00 feet, thence North 89 degrees 20 minutes 54 seconds West, a distance of 380.21 feet to the point of beginning, containing 14,437 acres (58,851,888 square feet), more or less.

Subject to the right-of-way of Carroll Creek and Bethel Road.
 Subject to easements of record.

BENCHMARK

U.S.C. & G.S. Z-196, 1946
 Standard U.S.C. & G.S. stone disk on top of concrete post, projecting 0.2 feet above the ground, located 24 feet east of Bethel Road and 1/2 foot north of Carroll Road.
 Elevation 822.055

FLOODPLAIN

This property is within Zone "X" (areas determined to be outside of the 500-year flood) as defined on the FIRM Flood Insurance Rate Map by Allen County, Indiana, Community Number 182002, Flood Numbers 1130, 0 to one 0.35 ft, dated September 28, 1992.

- NOTES**
- 1138 - FLOOD PROTECTION GRADE
 - 37221 - ADDRESS
 - All utility lines must show for proposed drainage swale spaces as shown on the plans.
 - All lot corners marked by 5/8" x 24" steel rebar with a 1/2" x 1/2" cap.
 - All lots must have a 25 foot rear building line.

REGISTERED OFFICE
 Daily service for "normal" Subject to Franchisees thereafter

07/11/01

01/13/8
 01/13/8
 01/13/8

SURVEYOR CERTIFICATION

I, Victor J. Kist, hereby certify that I am a Licensed Surveyor, licensed in compliance with the laws of the State of Indiana, that this plat correctly represents a portion of a 150,000 acre Survey completed by me on July 8, 1946 and recorded on Doc. No. 90-44152, that all markers thereon will be installed in accordance with the provisions of the Platting Ordinance and that their location, size, type and material are accurately shown.

Victor J. Kist
 Licensed Surveyor, P.E. # 60404055
 September 12, 2001

DEVELOPER Carroll Creek Development Company, Inc.
 101 Airport North Office Park
 Fort Wayne, Indiana 46825
 (774) 484-1138

ENGINEER Gensic & Associates, Inc.
 CIVIL ENGINEERS
 31 GARRETT NORTH OFFICE PARK
 FORT WAYNE, INDIANA 46825
 (774) 244-7643

SURVEYOR Karst Surveying Services, Inc.
 221 West Berry Street
 Fort Wayne, Indiana 46802
 (774) 428-1138

AUDITOR'S OFFICE
y entered for taxation Subje.
inal acceptance for transfer.

Plat Cab D Pg. 140

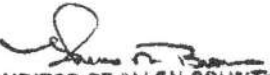
RECORDED
10/10/2001 08:51
RECORDER
PATRICIA J CRICK
ALLEN COUNTY, IN

**DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS AND APPROVALS
OF THE PLAT OF LAKES OF CARROLL CREEK, SECTION 2,
A SUBDIVISION IN PERRY TOWNSHIP, ALLEN COUNTY, INDIANA**

Doc. No. 2010
Receipt No.

DCFD 3.
MISL 1.
PLAT 34.
PLAT 9.
47.

OCT 10 2001


AUDITOR OF ALLEN COUNTY

Carroll Creek Development Company, Inc., an Indiana corporation, by J. Andrew Norton, its president, hereby declares that it is the Owner of the real estate shown and described in this plat ("Real Estate"), and lays off, plats and subdivides the Real Estate in accordance with the information shown on the certified plat attached to and incorporated by reference in this document. The platted Subdivision shall be known and designated as Lakes of Carroll Creek, a Subdivision in Perry Township, Allen County, Indiana.

The lots are numbered from 48 through 70 inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purpose.

PREFACE

Lakes of Carroll Creek is part of a tract of real estate which is currently planned to be subdivided into 280 residential lots. In addition to the recordation of the Plat and this document, there will be recorded articles of incorporation of Lakes of Carroll Creek Homeowner's Association, Inc., it being Developer's intention that each owner of a lot in Lakes of Carroll Creek will become a member of said association, and be bound by its articles of incorporation and bylaws.

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

1.1 "Additional Property". Such additional real estate as Developer shall declare to be subject to the provisions hereof by duly recorded declarations.

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

1.3 "Association". Lakes of Carroll Creek Homeowner's Association, Inc., an Indiana not-for-profit corporation, and its successors and assigns.

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

1.5 "Bylaws". The bylaws adopted by Lakes of Carroll Creek Homeowner's Association, Inc., and all amendments to those bylaws.

Todd Ramsey
101 Airport North
416825

01 11 30
AUDITORS NUMBER

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

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

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

1.9 "**Developer**". Carroll Creek Development Company, Inc., an Indiana corporation, and its successors in interest in the Real Estate.

1.10 "**Lot**", and in plural form, "**Lots**". Any of the platted lots in the Plat, or any tract(s) of Real Estate which may consist of one or more Lots or part(s) of them upon which a residence is erected in accordance with the Covenants, or such further restrictions as may be imposed by any applicable zoning ordinance; provided, however, that no tract of land consisting of part of a Lot, or parts of more than one Lot, shall be considered a "Lot" under these Covenants unless the tract has a frontage of at least 60 feet in width at the established front building line as shown on the Plat.

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

1.12 "**Plan Commission**". The Allen County Plan Commission, or its successor agency.

1.13 "**Plat**". The recorded plat of Lakes of Carroll Creek.

1.14 "**Subdivision**". The platted Subdivision of Lakes of Carroll Creek.

Section 2. PROPERTY RIGHTS.

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

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

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

2.1.3 To dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association's members. No such dedication or transfer shall be effective unless an instrument signed by at least two-thirds of each class of Association members agreeing to such dedication or transfer, is recorded.

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

Section 3. MEMBERSHIP AND VOTING RIGHTS

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

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

3.2.1 **Class A.** Class A membership consists of all Owners, except Developer. Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members. The vote for such lot shall be exercised as its Owners among themselves determine, but in no event shall more than one vote be cast with respect to a Lot.

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

Section 4. COVENANT FOR MAINTENANCE ASSESSMENTS.

4.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner, except Developer, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1)

annual assessments or charges; and (2) special assessments for capital improvements. Such assessments to be established and collected as provided in these Covenants and the Bylaws. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health and welfare of the residents in the Subdivision, and for the improvements of facilities in the Subdivision. In addition, assessments shall be levied to provide for the proportionate burden of the maintenance of the common retention basin into which the Subdivision's surface waters drain as shown on the Plat.

4.3 Maximum Annual Assessments. Until January 1 of the year immediately following the first conveyance by Developer of a Lot, the Maximum annual assessment shall be an amount not to exceed \$200.00 per Lot. Developer's responsibility for Assessments on Lots owned by Developer shall commence on the date of the first conveyance by Developer of the Lot. Subsequent assessments may be made as follows:

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

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

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

4.5 Notice and Quorum for any Action Authorized Under Subsections 4.3 and 4.4.

Any action authorized under sections 4.3.2 and 4.4 shall be taken at a meeting of the Association called for that purpose, written notice of which shall be sent to all members not less than 30 days, nor more than 60 days, in advance of the meeting. If the proposed action is favored by the majority of the votes cast at such meeting, but such vote is less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by an officer of the association within 30 days of the date of such meeting.

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

4.7 Date of Commencement of Annual Assessment/Due Dates. The annual assessments allowed under section 4.3 shall commence as to all Lots then subject to an assessment, on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the advance of the date the annual assessment is due. Written notice of the annual assessment shall be given to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether an assessment on a Lot has been paid.

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

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

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

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

Section 5. ARCHITECTURAL CONTROL

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

5.2 The Committee shall have the exclusive authority and responsibility to review plans for construction of all primary residences in the Subdivision. The Committee may delegate to the Board of Directors (or to such other entity designated in the Articles or Bylaws) the authority and responsibility to review plans for construction of fences and other structures (excluding primary dwellings) in the Subdivision. Such delegation shall be made in writing, signed by a majority of the Committee's members, and delivered or mailed to the Association's registered office.

5.3 After primary residences are constructed on all Lots in the Subdivision, the Board of Directors (or other entity designated under its Articles or Bylaws) shall succeed to the Committee's responsibilities under this section 5 to review subsequent construction, modifications and additions of structures in the Subdivision.

5.4 In the event the Committee (or Board of Directors or other entity acting under sections 5.2 or 5.3), fails to approve or disapprove the design and location of a proposed structure within 30 days after said plans and specifications have been submitted to it, approval will not be required, and approval under this section 5 will be deemed to have been given.

Section 6. GENERAL PROVISIONS

6.1 Use. Lots may not be used except for single-family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family residence not to exceed two and one-half stories in height. Each residence shall include not less than a two-car garage, which shall be built as part of the residence and attached to it.

6.2 Dwelling Size. No residence shall be built on a Lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeways or garages, of less than 1,000 square feet for a one-story residence, or less than 1,200 square feet for a residence with more than one-story.

6.3 Building Lines. No Structure shall be located on a Lot nearer to the Lot lines, than the minimum building setback lines shown on the Plat. Rear yard setback shall be 25 feet. Minimum side yard setback shall be 7 feet.

6.4 Minimum Lot Size. No residence shall be erected or placed on a Lot having a width of less than 60 feet at the minimum building setback line, nor shall any residence be erected or placed on any Lot having an area of less than 6,250 square feet.

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

6.6 Surface Drainage Easements. Surface drainage easements and Common Area used for drainage purposes as shown on the Plat, including detention ponds, are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the surface of the Real Estate shall be constructed and maintained so as to achieve this intention. Such easements and common areas shall be maintained in an unobstructed condition, 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.

6.7 Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done there which may be or become an annoyance or nuisance to residents in the Subdivision.

6.8 Temporary Structures. No Structure of a temporary character, trailer, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be constructed, erected, located or used on any Lot for any purpose (including use as a residence), either temporarily or permanently; provided however, that basements may be constructed in connected with the construction and use of a single-family residence building.

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

6.10 Free Standing Poles. No clotheslines or clothes poles, or any other free standing, semi-permanent or permanent poles, rigs, or devices, regardless of purpose, shall be constructed, erected, or located or used on a Lot.

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

6.12 Antennas. No radio or television antenna with more than 30 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, or satellite receiving disk or dish shall be permitted on a Lot. No solar panels (attached, detached or free-standing) are permitted on the Lot.

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

6.14 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on a Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

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

6.16 Workmanship. All structures on a Lot shall be constructed in a substantial, good and workmanlike manner and of new materials. No roof siding,

asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any structure on a Lot, and no roll roofing of any description or character shall be used on the roof of any residence or attached garage on a Lot.

6.17 Driveways. All driveways on Lots from the street to the garage shall be poured concrete and not less than 16 feet in width.

6.18 Individual Utilities. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on a Lot in the Subdivision.

6.19 Street Utility Easements. In addition to the utility easements designated in this document, easements in the streets, as shown on the Plat, are reserved and granted to all public utility companies, the owners of the Real Estate and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove every type of gas main, water main and sewer main (sanitary and storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction over the Subdivision as to maintenance and repair of said streets.

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

6.21 Completion of Infrastructure. Before any residence on a Lot shall be used and occupied as such, the Developer, or any subsequent Owner of the Lot, shall install all infrastructure improvements serving the Lot only, and Developer is responsible for any external utility infrastructure development to the lot boundary, as shown on the approved plans and specifications for the subdivision filed with the Plan Commission and other governmental agencies having jurisdiction over the Subdivision. This covenant shall run with the land and be enforceable by the Plan Commission or by any aggrieved Owner.

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

6.23 Enforcement. The Association, Allen County Building Commissioner, Developer and Owner (individually or collectively) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or subsequently imposed by the provisions of these covenants. Failure

by the Association Developer or Owner to enforce any provisions in the covenants shall in no event be deemed a waiver of the right to do so later.

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

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

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

6.26.1 Until primary residences are constructed on all Lots in the Subdivision and certificates of occupancy are issued by the Plan Commission for such residences, in order to amend a provision of these Covenants, an amendatory document must be signed by Developer, by the Owners of at least 75% of the Lots in Lakes of Carroll Creek Subdivision or any annexed lands. For purposes of this section 6.26.1, the term "Owner" shall have the same meaning with respect to lots in such future sections, as the term "Owner" is defined in section 1.10.

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

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

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

6.27 Subdivision. No Lot or combination of Lots may be further subdivided until approval for such subdivision has been ordained from the Plan Commission; except, however, the Developer and its successors or assigns shall have the absolute right to increase the size of any Lot by adding to such Lot a part of an adjoining Lot (thus decreasing the size of such adjoining Lot) so long as the effect of such addition does not result in the creation of a "Lot" which violates the limitations imposed under section 1.9.

Section 7. Attorney Fees and Related Expenses. In the event the Association, Developer, an Owner, or the Plan Commission is successful in any proceeding; whether at

law or in equity, brought to enforce any restrictions, covenant, limitation, easement, condition, reservation, lien, or charge new or subsequently imposed by the provisions of these Covenants, the successful party shall be entitled to recover from the party against whom the proceeding was brought, the attorney fees and related costs and expenses incurred in such proceeding.

Section 8. Sidewalks. Plans and specifications for the Subdivision approved by and on file with the Plan Commission require the installation of concrete sidewalks within the street rights-of-way in front of Lots as shown on the approved plans. Installation of such sidewalks shall be the obligation of the Owners of those Lots (exclusive of Developer). The sidewalk to be located on a Lot shall be completed in accordance with such plans and specifications prior to the issuance of a certificate of occupancy for such Lot. A violation of this Covenant is enforceable by the Plan Commission or its successor agency, by specific performance or other appropriate legal or equitable remedy. Should a certificate of occupancy be issued to Developer for a Lot on which a sidewalk must be constructed, Developer shall be considered as an Owner subject to enforcement of this Covenant with respect to that Lot.

Section 9. Flood Protection Grades. In order to minimize potential damage to residences from surface water, minimum flood protection grades are established. All residences shall be constructed so that the minimum elevation of a first floor, or the minimum sill elevation of any opening below the first floor equals or exceeds the minimum flood protection grade established. Flood Protection Grades for Lots 60 through 70 inclusive are 850.2.

Section 10. Annexation.

10.1 Right of Annexation. From time to time, and without requirement of consent by the Owners, Members, or the Association, Developer may annex all or portions of the Additional Property by recording a Declaration of Annexation meeting the requirements hereinafter set forth. Developer shall have no obligation to annex any Additional Property and no such obligation shall be inferred from any provision hereof.

10.2 Declaration of Annexation. The Declaration of Annexation shall be recorded in the public records of Allen County and shall:

- (1) Describe the property to be annexed;
- (2) Declare that the property so described is annexed pursuant to the provisions hereof;
- (3) Provide an assessment allocation for each annexed Lot, and with respect to each Lot:
 - (i) identify the Lot;
 - (ii) identify the Developer;



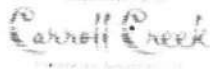
(iii) designate Common Area if any;
(iv) provide for allocation of Assessments; and
(v) provide for other restrictions, conditions and allocations of rights and benefits, not inconsistent with the provisions hereof as Developer may deem appropriate.

10.3 Effect of Annexation. From and after the date of recording of a Declaration of annexation, the Additional Property subject thereto shall become part of the Properties for all purposes of these Restrictions and the definitions contained herein shall be applicable thereto; provided, however, that the Additional Property so annexed shall not be or become liable to assessment for the debts or obligations of the Association payable prior to the date of Annexation. The Association shall accept conveyance of all Common Area in the area to be annexed and all other interests to be conveyed to the Association designated in the Declaration of Annexation.

10.4 Limitation on Annexation. Developer's rights of annexation pursuant to the terms hereof shall expire with respect to any portion of the Additional Property not theretofore annexed on the twentieth (20th) anniversary date hereof, and there shall be no further annexation thereafter without a vote of seventy-five percent (75%) of the Members holding Class A voting power as hereinafter provided.

Section 11. Allen County Fairgrounds.

Owners of Lots in the Subdivision and their successors-in-title hereby acknowledge that the Subdivision is adjacent to the site of the Allen County Fairgrounds, (the "Fairgrounds") and by virtue of owning a Lot in the Subdivision, said Owners waive their right to bring claims against the Allen County Fairgrounds, Inc. or its successors or assigns, when it is conducting any Fairgrounds activities and operations, including, but not limited to, any claims regarding any associated noises, odors or traffic. The Owners of Lots in the Subdivision and their successors-in-title further waive and release any and all rights, which they may have or hereafter have to remonstrate against or otherwise object to, interfere with, or oppose any pending or future construction or activity of the Allen County Fairgrounds, Inc. on the Fairgrounds. The Owners of Lots in the Subdivision and their successors-in-title further waive and release any and all rights which they may have or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any application or proposal to develop, construct, expand or obtain approval for future activities of the Allen County Fairgrounds, Inc. on the Fairgrounds.



Ed Goebel <board-ed@carroll-creek.com>

Fence violation **IN WITNESS WHEREOF, J. Andrew Norton, Owner of the Real Estate, has signed**
17 messages: **this document on this 26 day of SEPTEMBER 2001.**

Ed Goebel <board-ed@carroll-creek.com>

Thu, Sep 19, 2019 at 2:47 PM

To: khurley@ruoff.com

Cc: Members Board <board@carroll-creek.com>

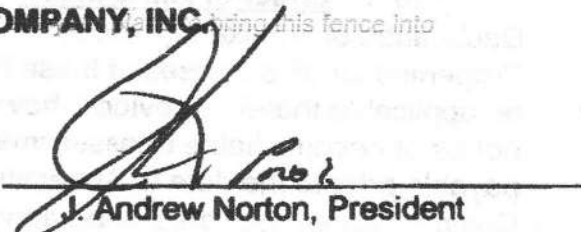
**CARROLL CREEK DEVELOPMENT
COMPANY, INC.**

We have not heard from you since your email in early September. We are bringing this fence into compliance?

Ed Goebel

Chair, Architectural Control Committee

Carroll Creek Homeowners Association


J. Andrew Norton, President

Krystal Hurley <khurley@ruoff.com>

Thu, Sep 19, 2019 at 3:00 PM

To: Ed Goebel <board-ed@carroll-creek.com>

Sorry, work has been more than crazy busy. I am going to cut the lattice off.


STATE OF INDIANA)

KRYSTAL K. HURLEY) SS:

St. Mlg. **COUNTY OF ALLEN)**

o: 260.497.0800 e: 260.802.1610 f: 260.818.2041

The foregoing instrument was acknowledged before me this 26 day of SEPTEMBER, 2001, by J. Andrew Norton, President of Carroll Creek Development Company, Inc. He is personally known to me and did not take an oath.


Judith A. Burdek NOTARY PUBLIC
Resident, Allen County, State of Indiana

My Commission Expires: June 1, 2008

Prepared By Tim Claxton

Ed Goebel <board-ed@carroll-creek.com>

Thu, Sep 19, 2019 at 5:19 PM

To: Krystal Hurley <khurley@ruoff.com>

Cc: Members Board <board@carroll-creek.com>

Thanks for the update.

Ed Goebel

Chair, Architectural Control Committee

Carroll Creek Homeowners Association

(Quoted text hidden)

Krystal Hurley <khurley@ruoff.com>

Mon, Sep 23, 2019 at 4:15 PM

To: Ed Goebel <board-ed@carroll-creek.com>

Cc: Members Board <board@carroll-creek.com>

This is to certify that the foregoing document has been reviewed by the Allen County Plan Commission. As presented, the content of the restrictions contained in said document conforms to the requirements of the Allen County Zoning and Subdivision Control Ordinances and the document is now eligible for recording. This certification does not extend to the form or validity of the document.

10.08.01
Date


Dennis A. Gordon, AICP
Executive Director

